

**Phil Wilson, Interim Executive Commissioner**

**Request for Applications (RFA)**

**For**

**Healthy Community Collaborative Rural Expansion**

**Solicitation No. HHS0006795**

**Date of Release: April 8, 2020**

**Applications Due: May 7, 2020 by 2:00 p.m. Central Time**

**Class/Item Code:**

**924/86 Vocational Training, All Types, including Vocational Rehabilitation and Technical Education**

**952/21 Counseling Services**

**952/49 Housing Services**

**952/53 Home Management**

**952/55 Homelessness Prevention Services**

**952/59 Human Services (Not Otherwise Classified)**

**952/60 Job Search Workshop**

**952/62 Mental Health Services: Vocational, Residential, Etc.**

**952/68 Personal Care Services**

**952/78 Safe Housing**

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# Article I. Executive Summary, Definitions, and Authority

## Executive Summary

This Solicitation seeks Applications to be considered for funding through the Healthy Community Collaborative Grant Program (HCC) Rural Expansion to support Community Collaboratives seeking to serve two or more counties with populations of less than 100,000 with services and activities to address Homelessness and Unmet Behavioral Health Needs.

Unmet Behavioral Health Needs can lead to Homelessness, disproportionate resource utilization, and loss of productivity that impacts both individuals and society. HCC is designed to build formal Community Collaboratives to support the ongoing recovery, housing stability, and community integration of the Homeless with Unmet Behavioral Health Needs. Through Grant funding and access to recovery-oriented services, the Homeless will be able to:

* Secure and maintain safe, permanent housing;
* Secure and maintain employment that results in income at or above 100% of the federal poverty income level;
* Build or improve existing relationships; and
* Achieve and maintain ongoing recovery.

To be considered for award, Applicants must execute **Exhibit A, Affirmations and Solicitation Acceptance**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

## Definitions

Refer to **Exhibit B**, **HHSC Grantee Uniform Terms and Conditions,** for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Addendum" means a written clarification or revision to this Solicitation issued by HHSC.

“Apparent Awardee” means an organization that has been selected to receive a Grant award through response to this Solicitation but has not yet executed a Grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

"Applicant" means the entity responding to this Solicitation and is the organization with which HHSC contracts, to which HHSC disburses Grant funds, and that will handle any funds to be distributed. May also be referred to as “Lead Applicant” or “Respondent.”

“Application” is an application submitted by a Respondent in response to this Solicitation. Used interchangeably with the term “Response,” “Proposal,” or “Offer.”

"Client" means a member of the target population to be served by the Applicant's organization.

“Community Collaborative” means the group of agencies working together to provide services to Clients. It can include, but is not limited to, the local mental health authority, local government agencies, non-profit agencies, faith-based agencies, and for-profit social service providers. It can include agencies that received funding from this Grant or not.

“Coordinated Entry” is a system that provides a single-entry point for people experiencing homelessness to access vital community resources. The Coordinated Entry team develops, implements, and oversees a system that ensures community providers collaboratively and efficiently connect households to the services and support programs to help end their homelessness. More information can be found at <https://www.austinecho.org/leading-system-change/coordinated-entry/>. A Coordinated Entry system is required by HUD’s Continuum of Care (CoC) Program interim rule at 24 CFR 578.7(a)(8) and all CoCs must use a Coordinated Entry system to determine who is prioritized for housing in a community receiving HUD CoC funding. HUD’s primary goal for the Coordinated Entry process is that assistance be allocated as effectively as possible and that it be easily accessible no matter where or how people present.

“Grant” is a contract Awarded by HHSC to an entity through this Solicitation for Healthy Community Collaborative Grant Program (HCC) Rural Expansion services..

“Grantee” is an entity Awarded a contract pursuant to this Solicitation to provide goods and services. Used interchangeably with the term contractor for this procurement.

“Health and Human Services Commission” or “HHSC” means the administrative agency, its officers, employees or authorized agents established under Chapter 531, Texas Government Code or its designee.

"Homeless” are individuals or families who lack a fixed, regular and adequate nighttime residence, unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless, and individuals or families fleeing and/or attempting to flee domestic violence.

"Housing First Model” a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life.

“Key Personnel” means an Applicant organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

"Proposed Project" means the open application period and before selection of Grant recipients are made.

"Project" means the work and activities for which Grant funding is awarded and information is provided as part of the Application to this Solicitation. During the open application period and before selection of Grant recipients are made, the Project will be known as the Proposed Project.

"Solicitation" means this Request for Applications including any exhibits and addenda, if any.

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

“State Fiscal Year” means the twelve-month period beginning September 1st and ending August 31st.

"Successful Applicant" means an organization that receives a Grant award as a result of this Solicitation. May also be referred to as "Contractor," "Grantee," "Awarded Applicant," "Subrecipient," "Successful Respondent" or "Grant Recipient."

“Trauma-Informed” is a strengths-based framework that is grounded in an understanding

of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

"Unmet Behavioral Health Needs" means diagnosed or suspected behavioral health needs that are not being clinically addressed or are not being adequately addressed.

“Worst-case-needs Housing” means individuals who rent a home with very low incomes who do not receive government assistance for housing assistance and who pay more than one-half of their income for rent and live in severely inadequate housing. Low-income is defined by HUD as nor more than 50% of the Area Median Income. Severely inadequate housing refers to units having one or more serious physical problems related to heating, plumbing, and electrical systems or maintenance.

## Authority

HHSC is requesting Applications under the Healthy Community Collaborative Rural Expansion, Chapter 539 of the Texas Government Code.

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# Article II. Scope of Grant Award

## 2.1 Program Background

Behavioral health services in Texas – including both mental health and substance use disorders (SUD) – have evolved and transformed over the past decade. Much of this transformation is due to the large investment and stewardship of the Texas Governor and Legislature to improve the behavioral health service delivery system.

Part of this investment included Senate Bill (S.B.) 58, 83rd Legislature, Regular Session, which created the Healthy Community Collaborative (HCC) Grant Program, aimed at providing communities with resources to serve people who are Homeless and have Unmet Mental Health Needs. The initial program awarded Grant funds to the five most populous cities: Austin, Dallas, Fort Worth, Houston, and San Antonio.

S.B. 1849, 85th Legislature, Regular Session, 2017, then required HHSC to expand HCC into less densely populated areas of the state by requiring preference be given to Community Collaboratives serving two or more counties, each with a population of less than 100,000.

House Bill (H.B.) 4468, 86th Legislature, Regular Session, 2019, reduced the matching requirement for HHC Grantees serving counties with populations of 250,000 or less to 25% of the state award. Additionally, funding for the 2020-2021 biennium was renewed through House Bill (H.B.) 1, 86th Legislature, Regular Session, 2019 (Article II, Health and Human Services, Rider 56) and the rider specifies that up to $10 million of the $25 million allocated for the biennium can be used to expand HCC to rural areas of the state.

HCC is well-aligned with the [Texas Statewide Behavioral Health Strategic Plan for Fiscal Years 2017-2021](https://hhs.texas.gov/sites/default/files/050216-statewide-behavioral-health-strategic-plan.pdf) and its 2019 update [Strategic Plan](https://hhs.texas.gov/sites/default/files/documents/laws-regulations/reports-presentations/2019/hb1-statewide-behv-hlth-idd-plan-feb-2019.pdf), which identified a vision for behavioral health in Texas: to ensure that all Texans have access care at the right time and place.

## 2.2 Grant Award and Term

### 2.2.1 Available Funding

The anticipated total amount of State funding available for this procurement is $872,718 per the State Fiscal Year during the Grant term. It is HHSC’s intention to make multiple awards through this Solicitation to support selected Grant Projects; HHSC anticipates making between 10 and 12 awards. Funds allocated in subsequent Grant terms may be more or less than the amount awarded for the initial term.

Grant awards may be used to fund personnel, fringe benefits, staff travel, contractual services, equipment, supplies, other direct costs, and indirect costs per State and federal requirements and in accordance with provisions outlined in this Solicitation. All proposed costs must be reasonable, allocable, allowable, and acceptable under Section 539.003 of the Texas Government Code.

Grants awarded as a result of this Solicitation will be funded on a cost reimbursement basis and only to the extent that matching funds have been by the Grant recipient.

### 2.2.2 Grant Term

The initial funding period for the Healthy Community Collaborative Rural Expansion will begin upon contract execution and will continue through August 31, 2021. At the sole discretion of HHSC, and contingent on the continued availability of funds appropriated by the Texas Legislature, Grants may be renewed without re-procurement through August 31, 2027.

If a Grantee is unable to make use of all awarded funding and complete Grant activities on or before August 31, 2027, HHSC may, at its sole discretion, extend contracts beyond the Grant term to allow for the full expenditure of awarded Grant funds and completion of Grant activities. No additional Grant funds will be awarded to the Grantee during this extension period.

Reimbursement will only be made for those allowable expenses that occur within the term of the Grant. No pre-award spending shall be allowed.

## 2.3 Eligible Applicants

1. To be eligible for an award as a result of this Solicitation, an Applicant must:
   1. Be established as a legal entity,
   2. Have a physical business address in Texas, located within the proposed service area,
   3. Have the authority to do business in the State of Texas,
   4. Be either:
      1. A nonprofit organization;
      2. A faith-based organization;
      3. A governmental entity as defined by [Texas Government Code Chapter 771](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.771.htm); or
      4. A local government as defined by [Texas Government Code, Chapter 791](https://statutes.capitol.texas.gov/SOTWDocs/GV/htm/GV.791.htm).
2. Additionally, Successful Applicants must meet and comply with the criteria listed below prior to contract execution and continue to meet and comply with criteria through the contract term.
   1. Applicant shall not be debarred, suspended, or otherwise excluded or ineligible for participation in federal or state assistance programs.
   2. As part of the pre-compliance check for responsiveness to this Solicitation, HHSC will perform a check for debarment/suspension through the federal [System for Award Management (SAM)](https://www.sam.gov/SAM/) and the [Texas Comptroller of Public Accounts (CPA) Debarred Vendor List](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php). In compliance with CPA rules, HHSC will conduct a name search of all Grantees during the contract award phase using the websites listed in this section. An Applicant will be considered ineligible to contract with HHSC, regardless of funding source, if a name match is found on any of the following lists:
      1. [CPA list of Vendors Debarred from doing business with the State of Texas](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php);
      2. [CPA Franchise Tax Account Status](https://comptroller.texas.gov/taxes/franchise/coas-instructions.php) (for status of good standing);
      3. [CPA Divestment Statute Lists](https://comptroller.texas.gov/purchasing/publications/divestment.php):
         * 1. Companies that Boycott Israel;
           2. Scrutinized Companies with ties to Sudan;
           3. Scrutinized Companies with ties to Iran;
           4. Designated Foreign Terrorist Organizations; and
           5. Scrutinized Companies with ties to Foreign Terrorist Organizations;
      4. [The Office of the Inspector General List of Excluded Individuals/Entities.](https://oig.hhs.gov/exclusions/index.asp)
   3. Applicant must providefinancial statements and include in an Application as part of **Form A, Administrative Information**. Applicant must have demonstrated financial history to fund activities and to cover project costs prior to receiving reimbursement. Applicant may not be eligible for award if audit reports or financial statements submitted with the Application identify concerns regarding the future viability of the Applicant, material non-compliance, or material weaknesses that are not satisfactorily addressed, as determined by HHSC.

## 2.4 Program Requirements

Applications submitted for consideration under the Healthy Community Collaborative Rural Expansion must:

1. Be submitted by a Community Collaborative seeking to serve two or more counties with populations of less than 100,000;
2. Eligible participants must be people experiencing Homelessness who also have mental health or substance use issues; and
3. Implement a Community Collaborative funded under this procurement and must be self-sustaining within seven years.

### 2.4.1 Project Design

Using **Form B, Project Narrative**, Applicants must provide a project design describing their Proposed Project.

Proposed Project must:

* 1. Use a collaborative approach to maximize existing community resources and avoid duplication of effort;
  2. Be time-limited in nature and designed to address Grant funding expiring and sustainability;
  3. Enhance systems and local processes to make it easier for people to transition to, from, and between services;
  4. Address barriers to ensure services are accessible to people regardless of setting or location;
  5. Promote improvement and recovery through coordinated housing, mental health, transitional, integrated, and/or supportive services.
  6. Part of a housing continuum spanning Homelessness prevention, rapid rehousing, shared housing, and permanent supportive housing.
  7. Part of a coordinated Homeless response to include diversion, quick sheltering, prioritizing the most vulnerable, and matching services with individual need;
  8. Trauma-Informed;
  9. Implemented with model fidelity to an evidence-based program
  10. Planned in partnership with the person and inclusive of peers and/or family members;
  11. Provided in an environment that is most appropriate and based on a person’s preference;
  12. Implement and follow [National CLAS Standards](https://thinkculturalhealth.hhs.gov/clas);
  13. Tailored to a person’s unique strengths and needs; and
  14. Holistic in integrating housing services with other services, including mental health, substance use disorder, intellectual and/or developmental disability, and physical health services.

### 2.4.2 Community Collaborative Requirements

Proposed Projects mustbe implemented by a Community Collaborative. The focus of the Community Collaborative should be the successful transition and integration of people into their community through Grant-supported services, community relationships, and family supports.

Community Collaboratives should aim to include at least one representative from the following sectors:

1. Local elected officials, or their representatives, from each county and city within the proposed service area;
2. Leadership from both county and city law enforcement agencies;
3. Substance use treatment and recovery providers;
4. County and city housing partners;
5. Primary health care providers,
6. Local Mental Health Authorities/Local Behavioral Health Authorities;
7. Representatives from the local Homeless coalition or Continuum of Care (CoC);
8. Faith-based community organizations, and
9. Private sector employers.

### 2.4.3 Core Services and Activities

Proposed Projects may include funding of housing services, which may complement existing housing services, which are provided by the Community Collaborative partners.

Proposed Projects must include the provision of immediate access to the following core services:

1. **Intake Centers/Coordinated Entry.** The Coordinated Entry process helps communities prioritize assistance based on vulnerability and severity of needs to ensure assistance is received in a timely manner. The cost of procurement, implementation, and operation of a Homeless Management Information System (HMIS) may be allowable costs.
2. **Mental Health Services**. Services may include but are not limited to counseling and case management.
3. **Substance Use Treatment Services**. Services may include, but are not be limited to detoxification units, residential treatment, and outpatient treatment.
4. **Jail Diversion Services.** “Post-arrest” services that:
   1. Identify persons who meet HCC eligibility criteria and have been arrested; and
   2. Divert those arrested persons from jails or other detention facilities to an entity affiliated with the Community Collaborative to provide them with services.
5. **Benefit Application Assistance.** The Community Collaborative shall assist persons with application for Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), and Temporary Assistance to Needy Families (TANF).
6. **Transportation Services.** This service includes meeting the transportation needs of Clients, so they can receive Community Collaborative services. This can include providing bus passes, transportation vouchers for a cab, or staff of a Community Collaborative driving clients to a service location.

### 2.4.4 Optional Project Services and Activities

In addition to services listed above in **Section 2.4.3, Core Services and Activities**, the Applicant may propose to provide, or provide immediate access to, any of the following:

1. **Community Collaborative start-up costs and infrastructure development.** This includes but is not limited to the costs of staffing or facilities required to start a Community Collaborative. Costs to coordinate Community Collaborative functions, such as personnel and travel are also allowable. Travel expenses must be within the [GSA Travel Allowances](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup).
2. **Emergency Shelter.** The primary purpose is to provide a temporary shelter for persons experiencing Homelessness. The shelter does not require occupants to sign leases or occupancy agreements.
3. **Shelter Diversion.** These services provide rapid assessment and triaging of individuals presenting to the Coordinated Entry system. Individuals are diverted from entry into the emergency shelter system using community resources, formal, or informal support.
4. **Criminal Justice Services.** These services address the successful reintegration of individuals recently released from jails or prison into their community. These services include reentry programs with a continuum of housing and employment services to support the individual and groups that help prevent recidivism.
5. **Mental Health Crisis Services.** These services include access to crisis respite, crisis residential, crisis stabilization units, state hospital beds, and private psychiatric hospital beds. It may also include, if clinically indicated, connecting Clients to services and transportation to inpatient psychiatric facilities.
6. **Integrated Medical Services.** These services promote providing an array of primary, chronic, and urgent medical care services. This may include establishing an integrated clinic where the provision of medical and behavioral health services occurs in the same facility.
7. **Housing Case Management Services.** These are services that span a continuum. To help a participant find and maintain housing, landlord outreach and housing placement is included.
8. **Rental Assistance**. This is financial assistance to directly pay for a participant’s rent and/or utilities to secure and maintain housing. It may be used for temporary housing, sober housing, and bridging to community-based supportive housing. Provision of housing or housing services is not contingent on participating in other services.
9. **Minor Home Renovation.** This activity supports people living in [Worst-case-needs Housing](https://www.huduser.gov/portal/publications/Worst-Case-Housing-Needs.html) and in imminent risk of Homelessness. Minor Home Renovation brings the housing up to minimum [HUD habitability standards](https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf) for permanent housing. See **Section 2.7, Prohibitions** for additional information on construction and acquisition of facilities not permitted under this procurement.
10. **Education, Job Training and/or Employment Services.** Services may include educational centers to provide adult literacy, General Equivalency Diploma (GED) services, and workforce training. Services may also include supported employment services that encourage participation in the workforce and actively assist participants with access to services with workforce training centers.
11. **Peer Services.** Peer support services are peer-delivered services that can help participants engage in and benefit from the full array of services provided through the Community Collaborative, including mental health and substance abuse treatment, independent living skills training, recovery-oriented services, supportive housing services, and/or supported employment or job training.
12. **Family Services.** Services may include but are not limited to case management, psychoeducational groups and Wrap Around Services for a family experiencing Homelessness.
13. **Provision of Clothing, Grooming Services and Hygiene Products.** These are supplies and services purchased by the vendor that meet participant’s basic hygiene needs.

## 2.6 Project Performance and Reporting Requirements

In alignment with the [Strategic Plan](https://hhs.texas.gov/sites/default/files/documents/laws-regulations/reports-presentations/2019/hb1-statewide-behv-hlth-idd-plan-feb-2019.pdf) , HCC encourages use of practices based on evidence and best available research in providing and coordinating housing and behavioral health services.

HHSC will monitor the performance of Contracts awarded under this Solicitation. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. Grant Recipient should collect and maintain data that measures the performance and effectiveness of activities under the Contract. The Grant Recipient shall report on the progress towards completion of the Contract and other relevant information as determined by HHSC to demonstrate that their activities and services effectively address and achieve the program’s stated purpose.

HHSC monitors performance of Grant contracts awarded resulting from this Solicitation. Noncompliance with performance requirements will be addressed per **Exhibit B, HHSC Grantee Uniform Terms and Conditions, Article VIII. Contract Remedies and Early Termination**. HHSC will determine details including frequency, format, and submission method for each of the following reporting requirements:

|  |  |
| --- | --- |
| **Report** | **Frequency** |
| 1. Statewide Behavioral Health Coordinating Council (SBHCC) Reports | Twice annually: March 30, 2021 and September 30, 2021. |
| 1. Performance Measures Report | Quarterly: December 30, 2020, March 30, 2021, June 30, 2021, September 30, 2021. |
| 1. Expenditure and Match Report submitted with invoices and supporting documentation | Monthly: October 15, 2020, November 15, 2020, December 15, 2020, January 15, 2021, February 15, 2021, March 15, 2021, April 15, 2021, May 15, 2021, June 15, 2021, July 15, 2021, August 15, 2021, September 15, 2021. |

All Applicants receiving awards from this Solicitation must submit these reports timely and accurately throughout the Grant term, regardless of Project progress or expenditure status, to report on progress and implementation.

### 2.6.1 Statewide Behavioral Health Coordinating Council Reports

1. Grantees will provide data that will be presented to the SBHCC twice annually regarding:
2. The impact community collaboration activities have made on the success of each Grant Project, and
3. Behavioral health outcomes for communities and population(s) served by the Grants.
4. These reports serve as opportunities for all HHSC behavioral health matching Grantees to reflect and emphasize:
5. Increased collaboration and effort among State and local community entities, and
6. How these Grants contribute to a systemic approach to delivering enhanced behavioral health services.

### 2.6.2 Performance Reports

1. Grantee will submit a Performance Report no later than thirty (30) calendar days after the end of each State Fiscal Quarter, which comprises the reporting period for that report. Performance reports must show progress towards both:
   1. **Outputs:** Counts or percentages that show the amount of services/activities or encounters delivered; and,
   2. **Outcomes:** Measures showing benefits to program participants as a result of services/activities received such as positive changes to knowledge, skills and/or behaviors.
2. Specific outputs and outcomes will be negotiated during the contract award process. HHSC anticipates negotiating performance measures using a standardized menu of outputs and outcomes, depending on the type of work funded.
   1. See **Attachment B, Required Performance Outputs** for output measures to be negotiated and incorporated into contracts.
   2. Examples of outcomes areas include, but are not limited to
   * Individuals will show improved quality of life after program participation. (e.g. self-reported satisfaction with life, fulfillment, and positive emotions and mood. The individual has positive social connections, is engaged with the community, and can achieve self-directed goals)
   * Mental health programs will show a decrease in occurrence of adverse events (including but not limited to hospitalization, justice involvement, suicide)
   * Housing services demonstrate an increase in housing stability.

3. Grantee will track outputs using **Attachment B, Required Performance Outputs**;

1. Grantees must be able to collect Client level data. Applicants should identify resources needed for data collection, analysis, and reporting in their submitted Application package, including, but not limited to the narrative proposal and the expenditure and match proposal.  Costs for these efforts may be negotiated during the contract award process.
   1. Collect data, including data collected using HHSC-approved measurement instruments, at a minimum of pre and post service on each individual Client served; HHSC anticipates providing an approved list of measurement instruments to use for data collection.
   2. Collect standard demographic information for each Client, such gender, race, ethnicity, income, education, age; and,
2. Grantees will be responsible for reporting Client-level data to the third-party evaluator, Texas Institute of Mental Health, University of Texas at Austin, for the HCC Program.

### 2.6.3 Expenditure and Match Reports

Grantee must submit a completed expenditure and match Report each month throughout the Grant term using a system chosen by HHSC. This report is expected on or before the 15th calendar day after the end of the month. HHSC then issues reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation. Invoice approval and payment is contingent upon receipt of the monthly expenditure and match reports and adequate supporting documentation. Expenditure and match reports include:

1. Expenses the Grantee incurred and paid for during the reporting period, to be reimbursed from state funds;
2. Matching funds or resources expended during the reporting period; and
3. Adequate supporting documentation and any additional information as requested by HHSC.

## 2.7 Prohibitions

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

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
5. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;
7. Promotional gifts;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with Grant-related travel or where pre-approved for working events;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the Grant Project;
11. Any use of Grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-Grant sources;
12. Fundraising;
13. Statewide Projects;
14. Any other prohibition imposed by federal, state, or local law; and
15. The acquisition or construction of facilities. Minor home modification, generally understood to mean an alteration to an existing structure, would be included in construction, and therefore not permitted under this program. However, costs related to minor renovations and minor improvements to existing structures may be considered on a case-by-case basis.

## 2.8 Standards

Grantees shall comply with the rules and statutes set forth in the following subsections. Any entities with whom the Grantee has entered into a written vendor and/or subrecipient contract shall have documentation of compliance from the applicable regulatory agencies that establish and maintain Client safety, the rights and benefits of individuals who participate in their program, or who are offered service.

### 2.8.1 Texas Administrative Code

1. Grantee, vendor or subrecipient operating as a mental health treatment provider shall comply with standards for mental health providers contained in Title 25 Texas Administrative Code (TAC), including the following chapters and/or subchapters.
   1. [Chapter 404, Subchapter E, Rights of Persons Receiving Mental Health Services.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=404)
   2. [Chapter 412, Subchapter G, Mental Health Community Standards.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=412)
   3. [Chapter 415, Subchapter F, Interventions in Mental Health Programs.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=415)
   4. [Chapter 416, Subchapter A, Mental Health Rehabilitative Standards.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=416)
2. Grantee, vendor or subrecipient operating as a substance use treatment provider shall comply with standards for substance use treatment providers contained in Title 25 TAC, including the following chapters.
   1. [Chapter 441, General Provisions.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=441)
   2. [Chapter 442, Investigations and Hearings.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=442&rl=Y)
   3. [Chapter 448, Subchapter I, Treatment Program Services.](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=448)
   4. [Chapter 229, Subchapter J, Minimum Standards for Narcotic Treatment Programs](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=2&p_dir=&p_rloc=118517&p_tloc=&p_ploc=&pg=1&p_tac=118517&ti=25&pt=1&ch=229&rl=141&dt=&z_chk=&z_contains=)
3. In addition to complying with all existing HHSC rules and regulations and the terms of this contract, if the Grantee is a Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) contracted to provide services on behalf of HHSC, the Grantee’s mental health service providers and substance abuse treatment providers shall also comply with the terms and conditions of their current HHSC contract.
4. Grantees that are not LMHA/LBHAs, but still provide crisis, respite, residential, 48-hour observation, or any other crisis facility services, shall adhere to [Crisis Service Standards](https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities), which can be located by clicking the hyperlink and navigating to the Information Items tab and click Information Item V – Crisis Service Standards.
   1. [Texas Administrative Code, §46.11, Contracting to Provide Assisted Living and Residential Care Services](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=40&pt=1&ch=46&sch=B&rl=Y), [§49.205 Standards for Type A and Type B Assisted Living Facilities](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=49&rl=205).
   2. [Health and Safety Code, Title 4, Health Facilities, Subtitle B, Licensing of Health Facilities, Chapter 247, Assisted Living Facilities.](https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.247.pdf)
   3. [Health and Safety Code, Title 7, Mental Health and Intellectual Disability , Subtitle C, Texas Mental Health Code, Chapter 577, Private Mental Hospitals and Other Mental Health Facilities.](https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.577.pdf)
   4. Grantees shall require facilities operated by LMHAs to comply with these [Crisis Service Standards](https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities), which can be located by clicking the hyperlink and navigating to the Information Items tab and click Information Item V – Crisis Service Standards; however, in addition, an LMHA shall comply with [Health and Safety Code 247](https://statutes.capitol.texas.gov/Docs/HS/htm/HS.247.htm) and [Health and Safety Code 577](https://statutes.capitol.texas.gov/Docs/HS/htm/HS.577.htm) or obtain an exemption.
   5. Grantees that are not HHSC-funded substance abuse treatment providers, but still provide services such as detoxification, residential substance abuse treatment, outpatient substance abuse treatment, and methadone maintenance services, shall comply with [TAC 448, Subchapter I: Treatment Program Services for detoxification services, residential services, and outpatient treatment programs](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=2&p_dir=&p_rloc=115065&p_tloc=&p_ploc=&pg=1&p_tac=115065&ti=25&pt=1&ch=448&rl=901&dt=&z_chk=&z_contains=). Grantee will adhere to [TAC 229, Subchapter J: Minimum Standards for Narcotic](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=229&sch=J&rl=Y).

### 2.8.2 Federal Rules

Grantees operating as a housing provider shall maintain compliance with the following federal housing laws.

* 1. [The Fair Housing Act](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview).
  2. [Fair Housing Act Nondiscrimination Requirements Related to Disability](https://www.hud.gov/sites/documents/DOC_8993.PDF).
  3. [Section 504 of the Rehabilitation Act of 1973](https://www.dol.gov/agencies/oasam/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973).
  4. [Title VI of the Civil Rights Act of 1964](https://www.hhs.gov/civil-rights/for-individuals/special-topics/needy-families/civil-rights-requirements/index.html).
  5. [Americans with Disabilities Act](https://www.ada.gov/)(ADA).
  6. [Age Discrimination Act of 1975](https://www.dol.gov/general/topic/discrimination/agedisc#:~:targetText=The%20Age%20Discrimination%20Act%20of,that%20meet%20the%20Act's%20requirements.).
  7. Local landlord tenant law within its jurisdiction.
  8. Any entities with whom the Grantee has entered into a written vendor and/or subrecipient contract shall have documentation of compliance from the applicable regulatory agencies that establish and maintain Client safety, the rights and benefits of individuals who participate in their program, or who are offered service.

### 2.8.3 Uniform Administrative Requirements, Cost Principles, and Audit Requirements

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards ([2 CFR 200](https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200)); the [*UGMS,*](https://comptroller.texas.gov/purchasing/docs/ugms.pdf) and all statutes, requirements, and guidelines applicable to this funding.

### 2.8.4 Civil Rights

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) [Civil Rights Office Website](https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office).

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee’s civil rights policies and procedures. Grantees must notify HHSC’s Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail Code W206

Austin, TX 78751

Phone Toll Free (888) 388-6332

Phone: (512) 438-4313

TTY Toll Free (877) 432-7232

Fax: (512) 438-5885

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee’s programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

## 2.9 Data Use Agreement

By entering into a Grant Agreement with HHSC as a result of this Solicitation, Applicant agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit C, Data Use Agreement** and **Exhibit C-1, Data Use Agreement – Attachment 2 Security and Privacy Inquiry (SPI).** Successful Applicants will be required to complete and submit the SPI upon award and the DUA will be signed and incorporated at the time of execution of the final Grant Agreement.

## 2.10 No Guarantee of Volume, Usage or Compensation

The HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Applicant under any awarded Grant, if any, resulting from this Solicitation, any awarded Grant is subject to appropriations and the continuing availability of funds.

The HHSC reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent Solicitation.

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# Article III. Administrative Information

## 3.1 Schedule of Events

|  |  |
| --- | --- |
| **EVENT** | **DATE/TIME** |
| Solicitation Release Date | April 8, 2020 |
| Applicant Conference (optional) | April 16, 2020 |
| Deadline for Submitting Questions | April 24, 2020 |
| Answers to Questions Posted | May 1, 2020 |
| **Deadline for Application Submission [NOTE: Applications must be RECEIVED by HHSC by the deadline.]** | **May 7, 2020 2:00pm CST** |
| Anticipated Notice of Award | August 2020 |
| Anticipated contract Start Date | August 2020 |

**Note: These dates are a tentative schedule of events. The HHSC reserves the right to modify these dates at any time upon notice posted to the** [**Texas eGrants**](https://txapps.texas.gov/tolapp/egrants/search.htm) **and** [**HHSC Grants website**](https://apps.hhs.texas.gov/pcs/rfa.cfm)**. Any dates listed after the Application deadline will occur at the discretion of the HHSC and may occur earlier or later than scheduled without notification on the** [**Texas eGrants**](https://txapps.texas.gov/tolapp/egrants/search.htm) **and** [**HHSC Grants website**](https://apps.hhs.texas.gov/pcs/rfa.cfm)**.**

## 3.2 Changes, Amendment or Modification to Solicitation

HHSC reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of HHSC. Any such revisions will be posted as addenda on the **[Texas eGrants](https://txapps.texas.gov/tolapp/egrants/search.htm)** and [**HHS Grant Website**](https://apps.hhs.texas.gov/pcs/rfa.cfm)thus becoming part of the original Solicitation. Applicants must return each Addendum acknowledgment form as instructed, failure to do so may result in disqualification of Application. It is the responsibility of Applicant to periodically check the [**Texas eGrants**](https://txapps.texas.gov/tolapp/egrants/search.htm) and [**HHS Grants Website**](https://apps.hhs.texas.gov/pcs/rfa.cfm) to ensure full compliance with the requirements of this Solicitation.

## 3.3 Irregularities

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.4.1, Point of Contact** as soon as possible so corrective addenda may be furnished to prospective Applicants.

## Inquiries

### 3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to HHSC's Point of Contact addressed to the person listed below. All communications between Applicants and other HHSC staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this Solicitation. **Failure to comply with these requirements may result in disqualification of Application.**

**Ross Hoffpauir, CTCM, CTCD**

Health and Human Services Commission

1100 West 49th Street; Mail Code 2020

Building S

Austin, TX 78756

[Ross.Hoffpauir01@HHSC.state.tx.us](mailto:Ross.Hoffpauir01@HHSC.state.tx.us)

### 3.4.2 Prohibited Communications

All communications between Applicants and other HHSC staff members concerning the Solicitation may not be relied upon and Applicant should send all questions or other communications to the point-of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Applicant’s Solicitation Response.**

### 3.4.3 Questions

HHSC will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in **Section 3.4.1, Point of Contact**. Applicants' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

1. Identifying Solicitation number
2. Section Number
3. Paragraph Number
4. Page Number
5. Text of passage being questioned
6. Question

**Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1, Schedule of Events. However, HHSC, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.**

### 3.4.4 Clarification Request Made by Applicant

Applicants must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

### 3.4.5 Responses

Responses to questions or other written requests for clarification will be posted on the [**Texas eGrants**](https://txapps.texas.gov/tolapp/egrants/search.htm) and [**HHS Grant Website**](https://apps.hhs.texas.gov/pcs/rfa.cfm). HHSC reserves the right to amend answers prior to the deadline for Applications. Amended answers will be posted on the [**Texas eGrants**](https://txapps.texas.gov/tolapp/egrants/search.htm)and [**HHS Grant Website**](https://apps.hhs.texas.gov/pcs/rfa.cfm). It is the Applicant's responsibility to check the [**Texas eGrants**](https://txapps.texas.gov/tolapp/egrants/search.htm)and [**HHS Grant Website**](https://apps.hhs.texas.gov/pcs/rfa.cfm) or contact the Point of Contact for updated responses. HHSC also reserves the right to decline to answer any question or questions or to provide a single consolidated response of similar questions in any manner at HHSC’s sole discretion.

3.4.6 Applicant Conference

HHSC will conduct an **optional** pre-submittal Applicant conference April 16, 2020 at 10:00 AM Central Time. Applicants may call into the conference by dialing 1-(877)-820-7831 and entering passcode 948294. The Applicant conference is **optional**.

## 3.5 Solicitation Response Composition

### 3.5.1 Generally

All Applications must be:

1. Clearly legible;
2. Sequentially page-numbered and include the Applicant’s name at the top of each page;
3. Organized in the sequence outlined in Article IX, Application Submission Checklist;
4. Blank forms provided in the attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
5. Correctly identified with the RFA number and submittal deadline;
6. Responsive to all RFA requirements; and
7. Signed by an authorized official in each place a signature is needed.

### 3.5.2 Submission in Separate Parts

The complete Solicitation package must include the "Original" Application in electronic form (Flash drive or USB) consisting of the four (4) parts listed below, separated by folders and three (3) additional electronic copies of the Application (all clearly labeled as "copy”) submitted on separate USBs.

1. Part 1: Administrative Information, including all forms and attachments;
2. Part 2: Project Narrative Proposal, including all forms and attachments;
3. Part 3: Project Budget Proposal; and
4. Part 4: Applicable Exhibits and Required Forms.

The entire Application – all separated electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.6.3, Delivery**. The number of copies and directions for submitting are outlined in **Article IX, Application Submission Checklist**.

## Solicitation Package Submission and Delivery

### 3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3, Delivery** and time-stamped by HHSC no later than the date and time specified in **Section 3.1, Schedule of Events**.

### 3.6.2 Labeling

Complete Solicitation packages shall be placed in a sealed box or envelope and clearly labeled as follows:

**SOLICITATION NO.:** HHS0006795

**SOLICITATION NAME:** Healthy Community Collaborative Rural Expansion

**APPLICANT’S NAME:** Name of Applicant Organization

**SOLICITATION RESPONSE DEADLINE**: May 4, 2020, at 2:00 PM CT

**FOR PURCHASER**: Ross Hoffpauir

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC. It is Applicant’s responsibility to mark appropriately and deliver the Solicitation Package to HHSC by the specified date and time.

### 3.6.3 Delivery

Respondent must correctly deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

**[Select one or more of the submission options below.]**

**Submission Option #1**: Respondent shall submit the following via email to [pcsbids@hhsc.state.tx.us](mailto:pcsbids@hhsc.state.tx.us): [**Use Option #1 only if you anticipate proposal submissions to be small in size.]**

1. One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).
2. In accordance with Section 8.1.3, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

**Submission Option #2**: Respondent shall submit the following through the Online Bid Room utilizing the procedures from **Exhibit I – Online Bid Room**.

a. One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).

b. In accordance with Section 8.1.3, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

**Submission Option #3**: Respondent shall submit the following on two USB drives – One (1) labeled “Original” and One (1) labeled “Copy”- to the mailing address identified in this section:

a. Each USB must contain one file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).

b. In accordance with Section 8.1.3, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

To be delivered by Online Bid Room or U.S. Postal Service, overnight or express mail, or hand delivery to:

HHSC Procurement and Contracting Services (PCS)

Bid Room

**Attn: Ross Hoffpauir, CTCM, CTCD**

Health and Human Services Commission

1100 West 49th Street; Mail Code 2020

Building S

Austin, TX 78756

[Ross.Hoffpauir01@HHSC.state.tx.us](mailto:Ross.Hoffpauir01@HHSC.state.tx.us)

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

### 3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Application submission deadline, an Applicant may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. HHSC may request Solicitation Response modifications at any time.

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# Article IV. Application Evaluation and Award Process

## 4.1 Generally

A three-step selection process will be used:

1. Eligibility screening; and
2. Evaluation based upon specific selection criteria; and
3. Final Selection based upon State priorities.

### 4.1.1 Eligibility Screening

Applications will be reviewed for minimum qualifications and completeness. All complete Applications meeting the minimum qualifications will move to the Evaluation stage. Minimum qualifications are:

1. Application is received by published deadline;
2. Application is complete and includes required attachments per **Article IX, Application Submission Checklist;**
3. Application is signed by an authorized representative in all places where signature is needed; and
4. Applicant must meet criteria listed in **Section 2.3, Eligible Applicants.**

### 4.1.2 Evaluation

Applications will be evaluated and scored in accordance with the factors required by program criteria in this Solicitation using **Exhibit G, Evaluation Tool**.

Grant applications shall be evaluated based upon:

1. Local Unmet Needs and Community Collaboration (15%): data is used to prioritize community-level issues to identify unmet needs; Community Collaborative partners coordinate to develop strategies to address unmet needs;
2. Project Design (55%): proposed model of coordinated services is likely to address the identified unmet needs in the community;
3. Applicant Ability to Execute (20%): proposal includes a reasonable Project management plan and demonstrated ability to provide administrative oversight of complex, high-cost contracts to ensure the Project is executed successfully: and
4. Project Costs (10%): costs are sufficiently documented, reasonable, justified, and would likely result in the successful performance of the Project, in compliance with all federal and state regulations.

## 4.2 Final Selection

HHSC intends to make multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.1.2, Evaluation**, a selection committee will look at all eligible Applications to determine which should be awarded in order to most effectively accomplish state priorities. The selection committee will recommend Grant awards to be made to the HHSC Executive Commissioner or her designee, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

## 4.3 Negotiation and Award

### 4.3.1 Negotiation

The specific dollar amount awarded to each Successful Applicant will depend upon the merit and scope of the Application, the recommendation of the Selection Committee, and the decision of the Executive Commissioner. Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

The negotiation phase involves direct contact between the Apparent Awardee and HHSC representatives via phone and/or email. During negotiations, Apparent Awardees may expect in-depth discussions of the submitted Application and Proposed Budget, and requests for clarification or additional detail regarding the Application and Proposed Project.

Final funding amounts and contract provisions are determined at the sole discretion of HHSC staff.

HHSC may announce tentative or apparent grant recipients once the Executive Commissioner has given approval to initiate negotiation and execute contracts.

**Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit D: Exception Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant’s proposal or at a later date.**

### 4.3.2 Award

HHSC will notify each Successful Applicant of its selection to receive an award. The dollar amount awarded to each Apparent Awardee depends on the:

1. Available funding,
2. Application merit and scope,
3. Selection Committee recommendations, and
4. Executive Commissioner or designee decision.

Each contract resulting from this Solicitation will be funded on a cost-reimbursement basis, and only to the extent the Grantee commits, uses, and reports state funds and required matched funds within each expenditure and match reporting period.

Reimbursement is made only for allowable and reported expenses the Grantee incurs within the Grant term.

Under the cost-reimbursement method, the Grantee must initially pay for Proposed Project activities using its own funds. HHSC then issues reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation. Upon execution of a contract resulting from this Solicitation, HHSC may disburse an initial payment of a percentage of the state award to the Grantee in accordance with *Texas Uniform Grant Management Standards*.

Not all Applicants deemed eligible to receive funds are assured of receiving Awards.

HHSC will post to the HHS Grants Website and may publicly announce Applicants whose Applications are selected for award. Neither activity constitutes HHSC agreement with all terms of any Application and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

## 4.4 Questions or Requests for Clarification By HHSC

HHSC reserves the right to ask questions or request clarification from any Applicant at any time during the application process.

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# Article V. Project Narrative proposal

## 5.1 Project Narrative Proposal

Using **Form B, Project Narrative**, Applicants will describe all proposed services, processes, and methodologies for meeting all components described in **Article II, Scope of Grant Award**, including the Applicant’s approach to meeting the timeline and associated milestones.

Applicant should identify all tasks to be performed, including all Project activities, to take place during the Grant funding period. Applicant will also include all documents requested as part of completing forms to demonstrate fulfilling requirements in **Article II, Scope of Grant Award.**

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# Article VI. Required Applicant Information

## Administrative Entity Information

Using **Form A, Administrative Information**, Applicants must provide satisfactory evidence of ability to manage and coordinate the Proposed Project and types of activities described in this Solicitation. As part of the Solicitation Response requested in Article III, Applicant must provide the following information.

## 6.2 Litigation and Contract History

Applicant must include in its Solicitation Response:

1. Complete disclosures of any alleged or significant contractual failures using **Form A, Administrative Information**.
2. Disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves the Applicant or in which the Applicant has been judged guilty or liable. Failure to comply with terms of this provision may disqualify Applicant.
3. Solicitation Response may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation:
4. Unsatisfactory performance;
5. Adversarial or contentious demeanor; or
6. Significant failure(s) to meet contractual obligations.

## 6.3 Conflicts

The Applicant must, using **Form A, Administrative Information:**

1. Certify it has no personal or business interests that may present conflict(s) of interest with respect to this Solicitation and any resulting contract.
2. Disclose all potential conflicts of interest.
3. Describe measures it will take to ensure there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained.
4. Include any activities of affiliated or parent organizations and individuals who may be assigned to the contract.

HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the contract term. Failure to identify actual and potential conflicts of interest may result in disqualification of an Application Package or contract termination.

Additionally, pursuant to [Chapter 2252, Section 2252.908 of the Texas Government Code](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm), a Successful Applicant awarded a contract greater than $1 million dollars, or awarded a contract that would require the Successful Applicant to register as a lobbyist under [Texas Government Code, Chapter 305](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.305.htm), must submit a disclosure of interested parties to the State agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the [Texas Ethics Commission’s](https://www.ethics.state.tx.us/) public website and additional instructions will be given by HHSC to Successful Applicant(s).

## 6.4 Grant Applications Disclosure

To maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the Applicant to disclose information regarding application for, or award of, state, federal, and/or local grant funding by the Applicant or Community Collaborative Organization within the past two (2) years to provide mental health services and supports to Texans.

## 6.5 Affirmations and certifications

Applicant must complete and return all following listed forms and exhibits. All Exhibits are listed **Article IX, Application Submission Checklist**.

1. **Exhibit A, Affirmations and Solicitations Acceptance**
2. **Exhibit D, Exceptions and Assumptions Form**
3. **Exhibit E, Assurances Non-Construction**
4. **Exhibit H, Certification Regarding Lobbying**

## 6.6 Insurance

**A. General Insurance Requirements**

1. Grantee shall carry insurance in the types and amounts indicated in this Exhibit for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, System Agency, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.

2. Grantee shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency.

3. Grantee shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.

4. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.

5. Grantee shall deliver to System Agency true and complete copies of certificates and corresponding policy endorsements upon award.

6. Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to System Agency in the Contract.

8. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

9. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

**B. Policies must include the following clauses, as applicable:**

1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to System Agency.

2. It is agreed that Contractor’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers’ compensation policies.

3. A waiver of subrogation in favor of Health and Human Services Commission shall be provided in all policies.

4. Without limiting any of the other obligations or liabilities of Contractor, Grantee shall require each SubGrantee performing work under the Contract, at Subcontractor’s own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.

5. As an alternative, Grantee may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor’s certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Grantee agrees to provide workers’ compensation for Subcontractors and their employees. Grantee shall obtain and monitor the certificates of insurance from each SubGrantee in order to assure compliance with the insurance requirements. Grantee must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

**C. Specific Insurance Coverage Required.**

1. **Workers’ Compensation.** Insurance with limits as required by the Texas Workers’ Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Health and Human Services Commission, employer’s liability insurance of not less than:

$1,000,000 each accident;

$1,000,000 disease each employee; and

$1,000,000 disease policy limit.

Workers’ compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

2. **Commercial General Liability Insurance**. Including premises, operations, independent contractor’s liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor’s liability for bodily injury (including death) and property damage with a minimum limit of:

$1,000,000 per occurrence;

$2,000,000 general aggregate;

$5,000 Medical Expense each person;

$1,000,000 Personal Injury and Advertising Liability;

$2,000,000 products and completed operations aggregate;

$50,000 Damage to Premises Rented to You; and

Coverage shall be on an “occurrence” basis.

The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

The term “You” as reference in Subsection above, means the Contractor.

3. **Comprehensive Automobile Liability Insurance**, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

4. **Umbrella Liability Insurance**. Grantee shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Grantee for an amount of not less than amount $1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

**5. Cyber/Privacy Liability Insurance Policy.**  Grantee shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

Cyber Liability Insurance $1,000,000 Claim/$1,000,000 Aggregate.

**6. Professional Liability Insurance**. Grantee shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Grantee for an amount of not less than $1,000,000.

# Article VII. Expenditure Proposal

## 7.1 Expenditure Proposal

The Cost Proposal consists of three parts:

1. **Form C, Project Budget.** Applicant must utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched. The budget should include any business, economic, legal, programmatic, or practical assumptions that underlie the Solicitation Application. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this Solicitation are deemed rejected by HHSC. Utilizing this form to create the budget, Applicants must:
   1. Ensure costs identified support and align with program requirements as listed in this Solicitation in **Article II, Scope of Grant Award,** and with **Form B, Project Narrative**;
   2. Demonstrate Project costs are reasonable, allowable, allocable, and developed in accordance with applicable state and federal Grant requirements. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the Project; and
   3. Identify costs to be requested from HHSC and costs to be matched for the initial award.
   4. Support costs with narrative descriptions that outline the need for the requested cost and a calculation demonstrating how the cost was arrived determined.
2. **Form D, Indirect Cost Rate Questionnaire.** This form includes an assessment designed to approve an Indirect Cost Rate, or Federally Approved Cost Allocation Plan for HHS System contracts.
3. **Attachment C, Required Financial Statement.** Applicant must submit:
4. Financial statements for the most recently completed fiscal year or a period of 12 months; and,
5. Most recently audited financial report (within the past two years) including all supplements

## 7.2 Funding Match

1. Each awarded Grantee must demonstrate use of private match equivalent to 25% of the HHSC award amount in support of the Program through the Grant term (e.g., HHSC Award Amount: $100,000 + Grantee Match Requirement: $25,000 = Total Program Cost: $125,000).
2. Federal, state, and local government (county or city) funds cannot be used to satisfy the match requirement. This includes contracts, Grants, goods, services and any other funding allocated by, awarded to, or passed-through from state or federal governmental entities.
3. Matching funds shall only be provided through private cash funds committed specifically for the Project.
4. Applicants are not required to have all matching funds committed as part of the application process. However:
5. State awards must ultimately be matched by the Grant recipient through the reporting of utilized match during the Grant period.
6. No state funds are released before the Grantee demonstrates an equivalent amount of committed, expended match to HHSC.
7. The Grantee must report matching funds monthly as they are used.
8. All match must be used within the contract period. Matching funds to be used outside of the Project period may not be counted.
9. Matching funds must be sufficiently documented per [Uniform Grant Management Standards](https://comptroller.texas.gov/purchasing/grant-management/) (UGMS) and [Title 2, Part 200, §200.306 of the Code of Federal Regulations](https://gov.ecfr.io/cgi-bin/text-idx?SID=59746d066573f38b6c035d34f0cd092e&mc=true&node=pt2.1.200&rgn=div5).

## 7.3 Indirect Costs

As referenced in **Section 7.1, Forms to be Completed**, all Applicants are required to complete and submit **Form D, Indirect Cost Rate Questionnaire** (ICRQ),along with the required supporting documentation, with the Applicant’s Application. This questionnaire will initiate the use and approval of an indirect cost rate for System Agency contracts. HHS will recognize the following pre-approved Indirect Cost Rates:

1. Federally Approved Cost Allocation Plan;
2. Federally Approved Indirect Cost Rate Agreement; or
3. State of Texas Cognizant Agency Indirect Cost Rate.

If the Applicant does not have one of the options listed above, then Applicant may be eligible for the 10% de minims or an indirect cost rate. The HHS System Contract Oversight and Support (COS) will outreach applicable Applicants after contract award to complete the ICR process. Applicants should respond the COS request timely to ensure that the ICR is issued as timely as possible.

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# Article VIII. General Terms and Conditions

## 8.1 General Conditions

### 8.1.1 Costs Incurred

Applicants understand that issuance of this Solicitation in no way constitutes a commitment by any HHSC to award a contract or to pay any costs incurred by an Applicant in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by an Applicant prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

### 8.1.2 Contract Responsibility

HHSC will look solely to Applicant for the performance of all contractual obligations that may result from an award based on this Solicitation. Applicant shall not be relieved of its obligations for any nonperformance by its contractors.

### 8.1.3 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA. Amendments to the PIA passed during the 86th Legislative Session, specifically make “contracting information” public information that must be disclosed in response to a public information request unless otherwise excepted by the Act. Tex. Gov’t Code §§ 552.003(7), 552.0222.

In addition, pursuant to Texas Government Code Section 2261.253(a), HHSC is required to post executed contracts and the associated solicitation documents on the agency website. Contract documents posted to the web may include the Solicitation Response of any Respondent receiving a Contract.

HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA. Respondents 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. If it is necessary for Respondent to include proprietary or confidential information (which may include, but is not limited to, trade secrets or privileged information), Respondent must clearly mark in bold red letters the term “CONFIDENTIAL” using at least 14 point font, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted electronic copy, the content should be marked in the same manner as the original as stated above. In addition, Respondent should mark the medium with the word “CONFIDENTIAL.” If HHSC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act.

If HHSC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act. Note that pricing is not generally considered confidential under the Texas Public Information Act. Merely making a blanket claim that the entire Solicitation Response is protected from disclosure because it contains any amount of proprietary or confidential information is not acceptable and may make the entire Solicitation Response subject to release under the PIA.

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### 8.1.4 News Releases

Prior to final award an Applicant may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in **Section 3.4.1, Point of Contact.**

### **8.1.5** Additional Information

By submitting a proposal, the Applicant Grants HHSC the right to obtain information from any lawful source regarding the Applicant’s and its directors’, officers’, and employees’: (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in evaluating proposals.

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# Article IX. Application Submission Checklist

This checklist is provided for Applicant's convenience only and identifies documents that must be submitted for this Solicitation to be considered responsive. Any Application received without these requisite documents may be deemed nonresponsive and may not be considered for contract award. All exhibits, forms and attachments can be found in the zipped file posted with this Solicitation.

**Complete Solicitation Package**

The Complete Solicitation Package must include the "Original" Application in **electronic form** (Flash drive or USB) consisting of the four (4) parts detailed below, separated by folders and three (3) additional **electronic** copies (all clearly labeled as "copy”) submitted on separate USBs.

1. **Form A, Administrative Information (excel document including six tabs):**
2. Applicant Information
3. Counties Served \_\_\_\_\_\_
4. Governing Body
5. Agency Information & Litigation History
6. Fiscal Management & Administrative Controls
7. Project Summary \_\_\_\_\_\_
8. **Form B, Project Narrative** \_\_\_\_\_\_

1. **Expenditure Proposal including:**
   1. Form C: Project Budget
   2. Form D: Indirect Cost Rate Questionnaire \_\_\_\_\_\_
   3. Attachment C: Required Financial Statements \_\_\_\_\_\_
2. **Applicable Exhibits** (to be included in Solicitation Package) **(Section 6.5)**
   1. Exhibit A: Affirmations and Solicitations Acceptance \_\_\_\_\_\_
   2. Exhibit D: Exceptions and Assumptions Form (as applicable) \_\_\_\_\_\_
   3. Exhibit E: Assurances - Non-Construction \_\_\_\_\_\_

# Article X. List of Attachments, Exhibits, and Forms

**ATTACHMENTS:**

Attachment A, Homeless Definition

Attachment B, Required Performance Outputs

Attachment C, Required Financial Statements

**EXHIBITS:**

Exhibit A, Affirmations and Solicitations Acceptance

Exhibit B, HHSC Grantee Uniform Terms and Conditions (For information purposes, not to be returned)

Exhibit C, Data Use Agreement (For information purposes, not to be returned)

Exhibit C – 1, Data Use Agreement Attachment 2 Security and Privacy Inquiry (SPI)

Exhibit D, Exceptions and Assumptions Form

Exhibit E, Assurances Non- Construction

Exhibit F, HHSC Grantee Special Conditions

Exhibit G, Evaluation Tool

Exhibit H, Certification Regarding Lobbying

Exhibit I, Online Bid Room

**FORMS:**

Form A, Administrative Information

Form B, Project Narrative

Form C, Project Budget

Form D, HHS Indirect Cost Rate Questionnaire