Cecile E. Young, Executive Commissioner

Request for Applications (RFA)

Grant for
Legal Assistance, Benefits Counseling Services, and Training
RFA No. HHS0011069

APPLICATION SUBMISSION DEADLINE

April 26, 2022 by 10:30 a.m. Central Time

NIGP Codes: 961-49 Legal Services, Attorneys

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SECTION I. Executive Summary, Definitions, and Statutory Authority

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC) is accepting Applications for the Legal Assistance, Benefits Counseling Services, and Training (LABCST) program.

The purpose of this program is twofold: (1) to provide legal advice and assistance to Medicare-eligible individuals and their representatives; and (2) to provide legal consultation and training to the Health Information Counseling and Advocacy Program (HICAP) network program staff and volunteers. Both purposes must be effectuated in accordance with **Section II (Scope of Grant Project)**.

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

Grant Name:	Legal Assistance, Benefits Counseling Services, and Training (LABCST)
RFA No.:	HHS0011069
Deadline for Applications:	April 26, 2022 at 10:30 A.M. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	April 6, 2022 at 5:00 P.M. Central Time
Estimated Total Available Funding:	$2,475,000
Estimated Total Number of Awards:	One (1)
Estimated Max Award Amount:	$2,475,000
Anticipated Project Start Date:	September 1, 2022
Length of Project Period:	Five (5) years
Eligible Applicants:	Public or private non-profit entity that is located in the State of Texas

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, including **Exhibit A (HHS Solicitation Affirmations, Version 2.1)** and **Exhibit B (HHS Uniform Terms and Conditions – Grant, Version 3.0)**.

"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.

"Administration for Community Living" or "ACL" means Administration for Community Living.

"Advance Directive" means the legal document in which a person specifies actions related to health care if they are no longer able to make decisions for themselves because of illness or incapacity.

"AES" means Access and Eligibility Services.

"Area Agency on Aging" or "AAA" means the entity designated under section 305(a)(2)(A) of the Older Americans Act (codified at 42 U.S.C. §3025(a)(2)(A)).

"Aging and Disability Resource Center" or "ADRC" means an entity, network, or consortium established by a state as part of the state's system of long-term care, to provide a coordinated and integrated system for Older Individuals and individuals with disabilities (as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12102)), and the caregivers of Older Individuals and individuals with disabilities, that provides comprehensive information on the full range of available public and private long-term care programs, options, service providers, and resources within a community.

"Annual Benefits Counseling and Training Conference" means the annual training and conference hosted by the HHSC Office of the Area Agencies on Aging and attended by representatives from the AAAs and ADRCs. The conference presents attendees with opportunities to educate and to enhance existing knowledge regarding Medicare, Medicaid, related services and supports, State and community partnerships, volunteerism, and programmatic procedures.

"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. In this RFA, the term also may be referred to as "Grantee" or "Respondent."

"Application" means all documents the Applicant submits in response to this RFA, including all required forms and exhibits. In this RFA, the term also may be referred to as the "RFA Response."

"Automated Attendance Script" means the prompts and information your virtual receptionist will say to anyone who calls in.

"Beneficiary Contact Form" or "BCF" means a form in the SHIP Tracking and Reporting System (STARS) that documents one-on-one contacts between a properly trained, State-certified SHIP team member and a Medicare Beneficiary, or a representative working on the Medicare Beneficiary's behalf. "SHIP" is the acronym "for State Health Insurance Assistance Program."

"Benefits Counseling Program" means a service that consists of trained and certified benefits counselors providing information, counseling, assistance, and advocacy to people who are older and others who are Medicare-eligible regarding their benefits, entitlements, and legal rights.

"Benefits Counselor I" means the person trained and certified to give guidance on health insurance and public entitlements to Older Individuals and individuals with disabilities.

"Benefits Counselor II" means the person trained and certified to give guidance on health insurance and public entitlements to Older Individuals and individuals with disabilities. The Benefits Counselor II also provides information and appropriate referrals on matters relating to probate, guardianship, protective services, powers of attorney, and other matters requiring legal intervention.

"Budget" means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds.

"Business Day" means Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time. Business Day excludes Saturday, Sunday, and State-approved holidays (*i.e.*, federal, state, or agency-designated holidays).

"Calendar Day" means each and every day shown on the calendar.

"Certification Plan" means the Grantee's plan to certify benefits counselors.

"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 target population to be served under a Grant Agreement as a result of this RFA.

"Close-out" means the period of time used for end of year reconciliation when services provided, and their related costs, are checked for all reporting categories.

"Communication Plan" means the plan that provides administrative oversight and support for Project discussions, ongoing and successful coordination between HHSC and the Grantee, and decision-making between HHSC and the Grantee to ensure compliance with the requirements of the Grant Agreement.

"Contract" means, for the purpose of federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. For additional information on subrecipient and contractor determinations, see 2 CFR §200.331 and 45 CFR §75.351. See also the definition of *subaward* in this section.

"Contract Monitoring Questionnaire" or "CMQ" means the questionnaire, which the Grantee provides to HHSC with detailed information regarding the Grantee's internal controls and general processes important to HHSC contracting. HHSC uses the CMQ as part of the contract risk evaluation process.

"Direct Cost" means costs that can be identified specifically with a designated final cost objective under the Grant Project responsive to this RFA or other internally or externally funded activity or costs 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 Costs or Indirect Costs. Direct Costs include, but are not limited to, salaries, travel, equipment, and supplies directly benefiting the grant-supported Project or activity.

"Equipment" pursuant to 2 CFR §200.1 and 45 CFR §75, 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 $5,000. See 2 CFR §200.1 and 45 CFR §75.2 (relating to Definitions) regarding what constitute capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies.

"Federal Tax ID Number" means the number used to identify individuals, businesses, and other legal entities for tax purposes pursuant to the Internal Revenue Code (IRC) and specific tax laws that affect different types of legal entities.

"Fiscal Year" means the State Fiscal Year that begins on September 1st and ends on August 31st of the following year. For this RFA, the Fiscal Year aligns with the starting and ending dates of the Project Period.

"Governance" means the act or process of overseeing the Project.

"Governance Structure" means the Grantee's administrative or leadership oversight structure.

"Grant Agreement" means the agreement entered into by the HHSC and the Grantee as a result of this RFA, including the Signature Document and all attachments and amendments. In this RFA, the term also may be referred to as the "Contract."

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

"Grantee" means the Party receiving funds under any Grant Agreement awarded under this RFA. In this RFA, the term also may be referred to as "subrecipient" or "contractor."

"Group Outreach Event Form" or "GOE" means a form in the SHIP Tracking and Reporting System (STARS) used to document outreach activity, including any of the following: interactive presentation to the public (either in-person or via electronic means), booth or exhibit at a fair, conference or other public event, and enrollment events.

"Hard-to-Reach" means sub-groups of the population that are considered difficult to reach due to race, cultural background, ethnicity, limited English proficiency, disability status, and income limitations.

"Health Information Counseling and Advocacy Program" or "HICAP" is the name of the State Health Insurance Assistance Program (SHIP) in Texas. HICAP, known as SHIP in other states, is the national program in which benefits counselors assist Medicare Beneficiaries with all Medicare and insurance issues.

"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 Performance Requirements" or "KPRs" means Key Performance Requirements.

"LABCST" means Legal Assistance, Benefits Counseling Services, and Training.

"Legal Assistance Upload Tool" means "Older Americans Act Performance System" or "OAAPS" as defined below.

"Long-term Care Financing Options" means a range of funding possibilities from which an older person or other adult with disabilities can pay for services and supports needed to meet health and personal needs. The assistance may be provided at home, in the community, or in a long-term care facility. Most people use a variety of financing options, including long-term care insurance, personal income and savings, life insurance, annuities, reverse mortgages, trusts, and other financial derivatives.

"Low-Income Subsidy Program" or "LIS Program" means the program that helps people with Medicare coverage pay for prescription drugs and lowers the costs of Medicare prescription drug coverage.

"Media Outreach Event Form" or "MOE Form" means a form in the SHIP Tracking and Reporting System (STARS) used to document activity where Project or Medicare information is shared through a type of media and may include: billboards, email, magazine, newsletter, newspaper, radio, social media, television, website, or other media not listed.

"Medicaid" is a federal and state program that helps with healthcare costs for some people with limited income and resources.

"Medicaid Buy-In" means the program that offers low-cost Medicaid services to adults with disabilities who work.

"Medicaid Managed Care" provides for the delivery of Medicaid health benefits and additional services through contracted arrangements between state Medicaid agencies and managed care organizations (MCOs) that accept a set per member per month (capitation) payment for these services.

"Medicare" means the federal health insurance program for people 65 or older, some younger people with disabilities, and people with end-stage renal disease.

"Medicare Beneficiary" means a person who has health care insurance through the Medicare program.

"Medicare Improvements for Patients and Providers Act" or "MIPPA" is a program that supports states and tribes through grants to provide outreach and assistance to eligible Medicare Beneficiaries to apply for benefit programs that help to lower the costs of their Medicare premiums and deductibles.

"Medicare Part D" is a prescription drug benefit program that is offered as part of the broader Medicare federal health insurance program for persons 65 years of age and older, certain younger people with disabilities, and people with end-stage renal disease.

"Medicare Savings Programs" are Medicaid-administered programs for people on Medicare who have limited income and resources. These programs help Medicare-eligible persons to afford their Medicare costs. The four different Medicare Savings Programs, each of which has different income and resource eligibility limits, include: Qualified Disabled and Working Individuals Program, Qualified Individual Program, Qualified Medicare Beneficiary Program, and Specified Low-Income Medicare Beneficiary.

"Non-Means Tested" means qualification for benefits is not based on a detailed assessment of means. Eligibility criteria can be met regardless of an individual's income or capital.

"Older Individual" means a person who is 60 years of age or older.

"Older Americans Act Performance System" or "OAAPS" means ACL's performance system that collects information on Older Americans Act Title III, VI, and VII programs.

States, AAAs, and American Indian, Alaskan Native and Native Hawaiian organizations are required to provide detailed information on Older Americans Act program participants, services, and expenditures annually by submitting comprehensive program reports in this system. OAAPS also may be referred to as "Legal Assistance Upload Tool" (previously defined).

"Project Cost" means the total cost to complete the proposed Project.

"Project Period" means the initial time frame set forth in the Grant Agreement during which Grantee may perform approved grant-funded activities to be eligible for reimbursement or payment. Unless otherwise specified, the Project Period begins upon execution of the Grant Agreement 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 Medicare Beneficiary Program" means one of the four Medicare Savings Programs that allows qualified Medicare Beneficiaries to obtain financial assistance from the State to pay Medicare premiums. This program helps pay for Part A premiums, Part B premiums, as well as their deductibles, coinsurance, and copayments.

"RFA" means this Request for Applications, including all parts, exhibits, forms, attachments and Addenda posted on the HHS Grants RFA website. This also may be referred to herein as "Solicitation."

"State Health Insurance Assistance Program" or "SHIP" provides Medicare beneficiaries with information, counseling, and enrollment assistance. Its mission is to support grantees in fostering a community-based, grassroots network of local SHIP offices that assist beneficiaries with their Medicare-related questions.

"SHIP Tracking and Reporting System" or "STARS" means the web-based application that collects all SHIP and MIPPA national performance data for the ACL.

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

"State Action Request (SAR)/Vendor Action Request (VAR)" means the required formal communication process that must be used by the Grantee and HHSC.

"State of Texas Textravel" means the State Travel Management Program through the Texas Comptroller of Public Accounts (Comptroller) website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements.

"State Vendor Identification Number" means a fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office.

"Supplemental Security Disability Income" means the federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged,

blind, and disabled people, who have little or no income. This program provides cash assistance for individuals to meet basic needs for food, clothing, and shelter. The determination for Supplemental Security Disability Income is based on disability and work credits.

"Supplemental Security Income" means the federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income. This program provides cash assistance for individuals to meet basic needs for food, clothing, and shelter. The determination for Supplemental Security Income is based on age or disability and limited income and resources.

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

"Texas HHSC" or "HHSC" means the Texas Health and Human Services Commission.

"Title III B" means the funding source for the Older Americans Act legal assistance development services component of this Project.

"Transition Plan" means a set of procedures that will be used by the Grantee to transition activities with the outgoing grantee to ensure continuity of services and prevent any gaps in service.

"TxGMS" means the Texas Grant Management Standards published by the Comptroller.

"Underserved Communities" means a population of individuals, such as Black, Latino, Indigenous and Native American persons, Asian Americans, Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons affected by persistent poverty, who are denied health equality.

1.3 STATUTORY AUTHORITY

All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

Federal funding for this Grant Project is authorized under the following:

a. Health Insurance Information, Counseling and Assistance Grants, 42 U.S.C. §1395b-4;

b. The Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020 (42 U.S.C. §§3001-3058ff);

c. The Rehabilitation Act of 1973, Sections 722 and 723, as amended and codified in 29 U.S.C. § 796f-1, 796-f-2; and

d. The Medicare Improvements for Patients and Providers Act of 2008, Section 119, Public Law (PL) 110-275 as amended by the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized (42 U.S.C. §1395b-3 note).

All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law. Federal funding awarded to HHSC is through the programs listed below:

Federal Grant Program:	Older Americans Act Title III - Supportive Services Award Authority: Public Law 116-131
Federal Awarding Agency:	ACL
Funding Opportunity No.:	Formula Grant
Assistance Listing Number and Program Title:	93.044 – Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers

Federal Grant Program:	State Health Insurance Assistance Program (SHIP)
Federal Awarding Agency:	ACL
Funding Opportunity No.:	Formula Grant
Assistance Listing Number and Program Title:	93.324 - State Health Insurance Assistance Program (SHIP)

Federal Grant Program:	Medicare Improvement for Patients and Providers Act (MIPPA): Priority 1 for State Health Insurance Programs (SHIPs)
Federal Awarding Agency:	ACL
Funding Opportunity No.:	CIP-MI-21-001—MIPPA Priority Area 1: SHIP 2021

Assistance Listing Number and Program Title:	93.071 - Medicare Enrollment Assistance Program

1.4 STANDARDS

Any award made as a result of this RFA is subject to all policies, terms, and conditions set forth in or included with this RFA as well as applicable statutes, requirements, and state and federal guidelines. The guidelines include, but are not limited to, the applicable provisions of TxGMS, 2 CFR Part 200 (relating to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and 45 CFR Part 75 (relating to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards).

Additionally, all services must be provided in accordance with, but not limited to:

a. Older Americans Act, Title III, Part B, Section 321 (42 U.S.C. §3030d);

b. SHIP rules, Title 45 CFR, Subtitle B, Chapter XIII, Subchapter C, Part 1331;

c. Grants to State and Community Programs on Aging, Title 45 CFR, Subtitle B, Chapter XIII, Subchapter C, Part 1321, Subpart D, §1321.71;

d. 26 Texas Administrative Code (TAC) §213.53, Certification of Benefits Counselors Regarding the Preparation of Advanced Directives;

e. ACL requirements regarding SHIP, MIPPA, and Legal Assistance activities;

f. Texas Disciplinary Rules of Professional Conduct; and

g. Inspector General, Texas Health and Human Services: Exclusions - Requirement to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs, see https://www.oig.hhs.gov/exclusions/index.asp.

SECTION II. Scope of Grant Project

2.1 PURPOSE

This funding opportunity invites grant Applications requesting funding for the LABCST Grant Program. The purpose of this program is twofold: (1) to provide legal advice and assistance to Medicare-eligible individuals and their representatives; and (2) to provide legal consultation and training to the HICAP network program staff and volunteers. Both purposes must be effectuated in accordance with the scope of the Grant Project.

2.2 PROGRAM BACKGROUND

HHSC oversees the HICAP, which is funded through the ACL, and partners with the statewide network of twenty-eight (28) AAAs and twenty-eight (28) ADRCs to provide HICAP services.

The overarching goal of the HICAP is to provide services that improve access to care and affordability of benefits. This is completed by providing Medicare and Medicare-eligible beneficiaries and their caregivers accurate information and person-centered counseling about public and private health benefits and community-based services.

The design of the LABCST Grant Program includes SHIP, MIPPA, and the Older Americans Act legal assistance development Title III B funding and service requirements. SHIP services empower, educate, and assist Medicare-eligible individuals, their families, and caregivers to make informed health insurance decisions that optimize access to care and benefits. The MIPPA program services assist eligible Medicare Beneficiaries apply for benefit programs that help lower the costs of their Medicare premiums and deductibles. The Title III B services assist Older Individuals with access to long-term care options and protect Older Individuals against direct challenges to their independence, choice, and financial security.

The combination of SHIP, MIPPA, and Title III B services and funding allows HHSC and its strategic partners to meet its statewide goal and achieve measurable objectives that align with the ACL's four (4) strategic themes:

a. Service excellence;

b. Innovation;

c. Operational excellence; and

d. Capacity building.

The program objectives for HICAP include: providing resources, benefits counseling, and enrollment assistance in multiple languages; maintaining and improving benefits counseling training, certification, and ongoing technical assistance; developing new partnerships and engaging in strategic Projects to increase outreach, enrollment, and volunteer recruitment; expanding HICAP's community presence; preventing Medicare fraud, waste, and abuse; and empowering Older Individuals to remain independent, healthy, and safe in their homes and communities for as long as possible.

The keys to HICAP's success include: robust benefits counseling, long-term care options, and Advance Directives training and Certification Plans; an outreach plan that includes all the goals, strategies, activities, and roles and responsibilities related to outreach work for SHIP, MIPPA, and legal assistance; the ability to provide outreach, education, and enrollment assistance in multiple languages; and staffing with managing attorneys knowledgeable in multiple areas of legal practice.

2.3 ELIGIBLE POPULATION

2.3.1 SHIP and MIPPA

The eligible population for SHIP and MIPPA to be served under this RFA consists of individuals who are:

a. Medicare Beneficiaries and Medicare-eligible persons, including their families, and caregivers in the general population that meet one (1) or more of the following criteria:
    1. Hard-to-Reach populations;
    2. Individuals who belong to Underserved Communities;

b. Individuals employed with the AAAs; and

c. Individuals employed with the ADRCs.

2.3.2 Legal Assistance

The eligible population for Legal Assistance to be served under this RFA consists of individuals who are:

a. Older Individuals with greatest social need;

b. Older Individuals with greatest economic need;

c. Older Individuals at risk for institutional placement;

d. Individuals employed with the AAAs; and

e. Individuals employed with the ADRCs.

2.4 ELIGIBLE SERVICE AREAS

The service area eligible for Project funding under this RFA is statewide. Grantee must serve all eleven (11) HHS Regions, including all 254 counties in the State, for the duration of the Grant Term.

Details on the eleven (11) HHS Regions can be located at the following link: https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf

2.5 ELIGIBLE ACTIVITIES

This grant 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.

Services must be provided in accordance with the specifications contained in this RFA.

Eligible services are:

a. Training;

b. Technical assistance;

c. Legal counsel and advice;

d. Coordinated referrals;

e. Data reporting; and

f. Case management.

2.6 PROGRAM REQUIREMENTS

The Grantee will deliver LABCST services in accordance with all of the requirements in **Section 2.6 (Program Requirements)**:

a. Benefits Counseling I and II activities must be paid with SHIP funds not to exceed $240,000 per year. See **Section 2.6.4 (SHIP Training Requirements)**.
b. Legal Assistance activities must be paid with the Title III B funds not to exceed $50,000 per year. See **Section 2.6.6 (Legal Assistance Title III B Training Requirements)**.
c. Medicare Savings Program, Medicare Preventative Benefits, and Low-Income Subsidy Program activities must be paid with MIPPA funds not to exceed $205,000 per year. See **Section 2.6.5 (MIPPA Training Requirements)**.

2.6.1 Formal Communication

After grant award and until the Project end date, the Grantee must follow the formal communication process established by HHSC for receipt of and response to requests for information, work products, deliverables, updates, and other required correspondence related to the performance of the Grant Agreement requirements. Formal communication includes, but is not limited to, general inquiries about the Scope of Grant Project requirements, Budget, deliverables, and requests from HHSC.

Formal communication also includes the State Action Request (SAR)/Vendor Action Request (VAR) communication process, which is the use of a SAR for a request or action initiated by the State and VAR for a request or action initiated by the Grantee. **All correspondence must be sent to the HHSC LABCST SAR VAR Mailbox (**LABCST_SAR_VAR@hhs.texas.gov**).**

a. The Grantee must submit the following via the SAR/VAR communication process:
   1. A complete and accurate response to any SAR via the established communication process no later than ten (10) Calendar Days after the Grantee receives the request unless a specific date is specified in the SAR;
   2. A written request for an extension of a SAR deadline for any request for information from HHSC that specifies the estimated date of completion and reasons for the extension no later than three (3) Business Days after the Grantee receives the SAR; and

3. A written request for an extension of high priority deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) hours after the Grantee receives the request for information from HHSC.

b. The Grantee must provide the following via the SAR/VAR communication process:
   1. Ad hoc reports and respond to legislative inquiries and other high priority requests by the date and time specified by HHSC;
   2. Written notice of any change to physical correspondence address previously provided to HHSC no later than ten (10) Calendar Days prior to the change;
   3. Written notice of any change or issues with an email correspondence address used by HHSC to provide correspondence to the Grantee, immediately, upon awareness of the issue; and
   4. Written notice of any telephone outages or issues with the toll-free hotline and associated numbers, immediately, upon awareness of the issue.

c. The Grantee must inform HHSC Contract staff within ten (10) Calendar Days, via the SAR/VAR communication process, if the Grantee experiences any delays or adverse conditions that materially impair the Grantee's ability to meet the Grant Agreement requirements or timelines. This disclosure must include:
   1. Actions taken to address the issues creating delays;
   2. Actions taken to meet Grant Agreement requirements notwithstanding the issues;
   3. Any assistance needed to resolve the issue or concern;
   4. Legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve the Grantee or could affect the Program;
   5. Any issues with phone or agency correspondence email address that prevents HHSC or Clients from access to the Grantee and HHSC funded services;
   6. Change in correspondence email or physical location for Grant Agreement-related business. (NOTE: This requirement is for Grant Agreement purposes. The Grantee must comply with all licensure requirements related to any such change, including earlier, pre-change deadlines); and
   7. Any changes in key personnel or their contact information.

2.6.2 Contract Monitoring Questionnaire

The Grantee must comply with all applicable cost principles, audit and contract monitoring, and administrative requirements in accordance with the Grant Agreement, grant management guidelines, and State and federal regulations. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring process. The Contract Monitoring Questionnaire (CMQ) is part of the risk-based contract monitoring process that provides HHSC with detailed and ongoing information regarding the Grantee's internal

and financial controls and other general contracting processes. The Grantee must submit an initial CMQ within thirty (30) Calendar Days after Grant Agreement execution and annually thereafter within sixty (60) Calendar Days prior to the end of each State Fiscal Year.

2.6.3 Communication Plan and Governance Structure

The Grantee must:

a. Establish a Communication Plan and Governance Structure meant to provide administrative oversight and support for program discussions and decision-making between HHSC and the Grantee, to ensure compliance with the requirements of the Grant Agreement, and ongoing and successful coordination between the two parties.

b. Submit a Communication Plan and Governance Structure not more than fifteen (15) Calendar Days after Grant Agreement execution, or by the date specified by HHSC. The plan must include, but not necessarily be limited to, the following:

    1. A quarterly schedule of in-person or virtual meetings between HHSC's AES staff and the Grantee to provide direction and define decision-making procedures and to create a forum for timely issue resolution; and

    2. A monthly schedule of in-person, or virtual meetings between HHSC and Grantee to address any concerns or issues to include, but not limited to, the following: Project implementation, Project progress, challenges encountered, strategies used to address those challenges, and other topics relevant to ensuring a successful Project, Project expenditures, data tracking and reporting, and any needs for technical assistance.

c. Implement the Communication Plan and Governance Structure not more than fifteen (15) Calendar Days after the plan is approved by HHSC.

d. Maintain the HHSC-approved Communication Plan and Governance Structure throughout the duration of the Grant Agreement. The current HHSC-approved Communication Plan and Governance Structure and updates must be maintained on file and available for HHSC review upon request.

e. Request any changes to the Communication Plan and Governance Structure by submitting the proposed change to HHSC for approval at least thirty (30) Calendar Days prior to making the requested change.

f. Coordinate the required personnel who must attend in-person or virtual meetings to be agreed upon between HHSC and the Grantee. HHSC must coordinate with the Grantee to develop a schedule for these meetings. In addition to these requirements, the Grantee must:

1. Submit agendas for all scheduled meetings via the ”Formal Communication” process, or as designated by HHSC, no later than two (2) Business Days prior to each meeting, unless deviation is requested in advance and approved by HHSC; and
2. Submit meeting minutes via the “Formal Communication” process, or as designated by HHSC, for review, comment, and approval by HHSC, no later than five (5) Business Days after each meeting is held.

2.6.4 SHIP Training Requirements

The Grantee must develop and provide the following training sessions on a quarterly basis each Fiscal Year. The training sessions must be conducted no later than the last calendar day of each quarter. If the last day of the quarter is a State-approved holiday, the Grantee must complete trainings prior to the last day of the quarter. Training may not be completed beyond the last day of the quarter.

a. The quarters of the Fiscal Year are defined as follows:
   1. Quarter 1: September 1st through November 30th
   2. Quarter 2: December 1st through February 28th*
   3. Quarter 3: March 1st through May 31st
   4. Quarter 4: June 1st through August 31st

   *Quarter 2 includes February 29th, when applicable.

b. The requirements of the SHIP trainings are listed below:
   1. Four (4) Benefits Counselor I training sessions per quarter, which must include:
      i. One (1) hour of training on long term care insurance and other time-sensitive health insurance topics;
      ii. Three (3) hours of training on Supplemental Security Income and Supplemental Security Disability Income; and
      iii. Six (6) hours of additional Non-Means Tested Medicare topics approved by HHSC.
   2. Three (3) Benefits Counselor II training sessions per quarter, which must include:
      i. Five (5) hours of training on appeals and administrative law; and
      ii. One (1) mock hearing for administrative appeals.
   3. Grantee must develop and present one (1) SHIP topic at the Annual Benefits Counseling and Training Conference.

2.6.5 MIPPA Training Requirements

The Grantee must:

a. Coordinate, develop, and present the following trainings after each Benefits Counselor I training (a total of four (4) sessions). Each session for the training participants must contain:

1. Three (3) hours of training on Medicaid program topics; and
2. One (1) hour training session on each of the following topics (3 hours total):
   i. Qualified Medicare Beneficiary Program;
   ii. Specified Low-Income Medicare Beneficiary program; and
   iii. Qualified Individuals I & II programs.

b. Coordinate, develop, and present three (3) training sessions per year for AAAs or ADRCs, no later than the last Calendar Day of each Fiscal Year. The locations of the training sessions must be based in part on the needs of the AAAs or ADRCs. At least one of the three training sessions must be in a rural area. The Grantee must collaborate with HHSC to determine where the training sessions must be conducted. The training sessions must cover:
   1. Low-Income Subsidy Program;
   2. Medicare Preventive Benefits;
   3. Medicaid Buy-In;
   4. Medicare Savings Program; and
   5. Medicare Part D.

c. Coordinate, develop, and present two (2) MIPPA topic presentations during the Annual Benefits Counseling and Training Conference.

2.6.6 Legal Assistance Title III B Training Requirements

The Grantee must:

a. Coordinate, develop, and present the following sessions to train participants:
   1. One (1) Long-term Care Financing Options training session annually;
   2. Two (2) Advance Directives training sessions annually; and
   3. Two (2) 75-minute teleconferences on approved legal topics of interest or surrogate issues quarterly.

b. Coordinate, develop, and present one (1) legal assistance topic presentation during the Annual Benefits Counseling and Training Conference.

2.6.7 Training Platform and Coordination for All Training

The Grantee must:

a. Submit all training and materials developed by the Grantee to HHSC for review and approval, before conducting trainings or releasing the materials;

b. Use an appropriate traditional or virtual learning platform to conduct and deliver the required trainings as approved by HHSC;

c. Coordinate and perform the following activities to conduct all required training events:

1. Obtain speakers and subject matter experts for required trainings and presentations;
2. Reserve the training location and coordinate the webinar, teleconference, or virtual training;
3. Ensure all training participants have been adequately notified of the event;
4. Ensure each in-person training event is hosted in a different region of the State each year as coordinated with HHSC;
5. Ensure that training is provided to regionally grouped AAAs within a geographical area for optimum training coverage;
6. Coordinate with HHSC to plan events across the State; and
7. Develop training agendas and materials to include topics relevant to the grant funding for each training event for review and approval by the date(s) established by HHSC. At a minimum, trainings must include updated information on regulations governing:
    i. Medicare;
    ii. Benefits available under Medicare;
    iii. Medicare Part D;
    iv. Medicare Savings Programs;
    v. Low-Income Subsidy;
    vi. Medicare preventative services;
    vii. Medicare fraud and awareness;
    viii. Medicare Advantage plans;
    ix. Medicare supplemental insurance;
    x. Durable medical equipment, prosthetics, orthotics, and supplies (DMEPOS);
    xi. Long-term care insurance, employer insurance, and other private insurance;
    xii. Medicare and Medicaid complaint processes;
    xiii. Fraudulent practices relating to insurance and Medicare;
    xiv. Basic training information related to SHIP reporting procedures and practices;
    xv. Basic information regarding long-term care to include the definition and types of services;
    xvi. Information supporting Centers for Medicare and Medicaid Services or ACL initiatives;
    xvii. New program information and information sources related to the Affordable Care Act and its continued implementation;

xviii. Requirements for Benefits Counselor I and Benefits Counselor II training;
xix. Medicaid Managed Care; and
xx. Medicare Options for Teacher Retirement System of Texas retirees.

2.6.8 Benefits Counselor Certification

The Grantee is responsible for certifying each Benefits Counselor I and Benefits Counselor II. The certification is required in order for Benefits Counselors I and II, along with volunteer benefits counselors, to be able to provide services to Clients.

The Grantee must:

a. Process Benefits Counselor I and II certification applications and maintain an up-to-date database for currently certified staff and volunteer benefits counselors. A roster of updated information from the database must be provided to HHSC monthly by the date and in the format established by HHSC. The database shall contain the following information obtained from the AAAs:
    1. Name of each certified benefits counselor;
    2. Certification status (new or re-certified);
    3. Certification level;
    4. Active or inactive status;
    5. Paid staff or volunteer;
    6. AAA contact information;
    7. Specialized record of Long-term Care Financing Options counseling, if applicable, and
    8. Specialized record of Advance Directives counseling, if applicable.

b. Develop and submit for HHSC review and approval, a comprehensive exam and utilize it to determine the level of the benefits counselors' knowledge in appropriate subject matter areas for certification in Long-term Care Financing Options counseling and Advance Directives.

c. Develop and distribute certificates and badges to each Benefits Counselor I and II (certified and re-certified), or specializing in Long-term Care Financing Options counseling and Advance Directives. The certificate and badge must both indicate whether the benefits counselor is a Benefits Counselor I or a Benefits Counselor II and whether the benefits counselor is certified in Long-term Care Financing Options or Advance Directives or both.

d. Provide administrative staff support, as necessary, to carry out the functions relating to the maintenance of the certification and specialization roster and related activities described in this section.

e. Provide training or technical assistance to benefits counselors via telephone, conference calls, e-mail, the Internet, or in-person not more than two (2) Business Days after receiving a request from a benefits counselor.

2.6.9 Outreach

The Grantee must:

a. Promote the visibility and viability of the Benefits Counseling Program to the State Bar of Texas, local bar associations, legal aid organizations, the Texas Equal Access to Justice Foundation, and pro-bono programs.

b. Promote the visibility and viability of HICAP through public awareness, printed materials (*e.g.*, brochures), and mixed media in coordination with HHSC.

c. Participate with State and national partners to conduct outreach efforts on special national Medicare education program campaign topics.

d. Submit new materials developed for publication for HHSC review and approval.

e. Include the grant acknowledgement tag line on all new public information materials funded solely or in part by the MIPPA or SHIP grants:

> "This Project was supported, in part, by grant numbers _____ (examples: 90SAPG0095-02-00 for SHIP and 2001TXMIAA for MIPPA), from the U.S. Administration for Community Living, U.S. Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy."

2.6.10 Quality Assurance

The Grantee must submit, implement, and maintain a current quality management plan for HHSC review and approval by the date established by HHSC. The HHSC-approved quality management plan must be implemented to assess HICAP benefits counselors' knowledge related to the Medicare benefits, coverage rules, written notices and forms, appeal rights and procedures, and other skill sets necessary to provide accurate and comprehensive information and assistance to Medicare Beneficiaries.

The Grantee must maintain the HHSC-approved quality management plan, and any revisions thereto, on file and available for HHSC review upon request.

The quality management plan must include, but not necessarily be limited to, the following components:

a. Strategies and processes to promote quality that must include, but not necessarily be limited to, the following requirements:

   1. Reflect priorities, activities, and staff and system capacity to accomplish Project performance data;

   2. Comply with data integrity guidelines and perform data validation to ensure accurate data;

   3. Determine whether or not the proposed activities achieved their anticipated outcomes; and

   4. Document the "lessons learned" - both positive and negative - from the Project that will be useful to people interested in replicating the intervention, if it proves successful.

b. Procedures to periodically measure and report Grantee performance to the HHSC through the Grant Agreement;

c. A process that will be used to improve quality by revising, or updating procedures based on quality review findings and how the information will be reported to HHSC; and

d. A requirement that the Grantee shall immediately submit to HHSC copies of all internal quality assurance audit reports when developed or received by the Grantee.

2.6.11 Training Resources

The Grantee must update and maintain current Medicare and Medicaid training resources so they would be available for benefits counselors and HHSC.

The Grantee must serve as a contributing editor and provide on-going updates for the HICAP Benefits Counselor Manual. This manual is a reference guide used by both staff and volunteer benefits counselors of AAAs and ADRCs. The information in the manual must be current and maintained on the Grantee's website.

2.6.12 Meeting Representation

The Grantee must represent HICAP at State and national meetings, including, but not limited to:

a. Centers for Medicare and Medicaid Services Train-the-trainer seminars;

b. Aging in Texas Conference;

c. ACL SHIP/SMP (Senior Medicare Patrol) annual conference; and

d. Annual Benefits Counseling and Training Conference.

2.6.13 Toll-Free Hotline for Client Assistance

The Grantee must:

a. Establish and maintain statewide, multi-lingual toll-free hotline for direct Client assistance.

b. Maintain at least two (2) lines feeding into the one (1) statewide, multi-lingual toll-free hotline for direct Client assistance. These lines must be operated continuously and be staffed on Business Days (as defined in **Section 1.2 (Definitions)**). The toll-free hotline must be in place by the date established by HHSC in the resulting Grant Agreement.

c. Advertise the statewide, multi-lingual toll-free hotline phone number for access by all Texas residents, age sixty (60) and over or who receive Medicare, as well as their caregivers. Advertising must occur throughout the term of the Grant Agreement.

d. Provide legal advice and referrals to Texas residents, age sixty (60) and over or who receive Medicare, as well as their representatives.

e. Have an intake specialist answer all calls received via the toll-free hotline to assess the caller's needs and determine caller's service needs or complete an initial intake.

f. After the initial intake screening, an attorney must make three (3) attempts to reach the eligible caller. The length of time this process takes will depend on how difficult it is to reach the caller.

g. Answer incoming calls to the toll-free hotline as they come in. To accommodate a high volume of calls in a day, the Grantee may use a voice mail system to take messages. A high call volume period is when the number of phone calls the Grantee receives are significantly higher than the normal volume – such as, for example, due to Medicare Open Enrollment or similar events.

h. Ensure that messages left on a voicemail system be returned by intake staff so that the initial intake screening is performed not more than two (2) Business Days after receipt of the call, unless the call is high priority. See below in **Subsection k** for the requirements of high priority calls.

i. Provide call volume metrics on a quarterly basis to determine patterns of low and high call volume, average call duration, number of calls dropped, number of calls sent to voicemail, and voicemail response times.

j. Have an attorney work on a matter for an eligible individual not more than five (5) Business Days after eligibility is determined.

k. Ensure that high priority calls, which are calls designated as enhanced priority level for processing by the Grantee, take precedence over other call types. The Grantee's intake specialists must consult with the managing attorney for assistance in determining whether a call is high priority. High priority calls include, but are not limited to, the following:
    1. Foreclosures;
    2. Evictions and lock outs on property;
    3. Abuse, neglect, or exploitation;
    4. Guardianship matters;
    5. Utility cutoff (electric, gas, water, and phone);
    6. Severe illness;
    7. Imminent death;
    8. Crime related;
    9. Sexual assault;
    10. The caller is in the hospital or a hospice; or
    11. Any other approaching deadline.

l. Require intake specialists to address high priority calls, *regardless of the level of call volume*, by doing as follows:
    1. Return the call within four (4) business hours after receiving it; and
    2. Advise the caller to contact 9-1-1 Emergency Services, if a matter is an emergency. Emergencies include, but are not limited to:
        i. Severe illness; or
        ii. Imminent death.

m. Use an Automated Attendant Script which includes: "Emergency assistance is not available through this hotline. If this is an emergency, dial 9-1-1 or your local emergency number immediately."

n. Ensure eligible callers and their representatives calling the toll-free hotline receive technical assistance on legal matters involving the priorities set forth in TAC Title 26, Part 1, Chapter 213, Subchapter B, §213.51(p)(3), which are:
    1. Income maintenance/public benefits;
    2. Medical entitlements;
    3. Insurance;
    4. Surrogate decision making;

5. Individual rights;
6. Housing;
7. Institutional care; and
8. Consumer issues.

o. Track Medicare Beneficiary contacts and consultations using a case tracking system, accounting for and reporting demographic variables including, but not limited to:
    1. Income;
    2. Ethnicity;
    3. Language;
    4. Geographic location;
    5. Age; and
    6. Gender.

2.6.14 Toll-Free Hotline for Consultations with AAA and ADRC Staff

The Grantee must follow the requirements below for the consultations with AAA and ADRC staff:

a. Establish one (1) statewide, toll-free hotline for consultations with AAA and ADRC staff operating on Business Days, by the date established by HHSC;

b. The hotline must be used to provide legal and technical assistance to Benefits Counselors and staff of AAAs and ADRCs throughout Texas on issues involving individual Client cases, matters relating to public and private benefits, and related legal issues;

c. Provide legal advice, representation, and consultation to AAA and ADRC staff, pertaining to funding-related topics, during each Grant Agreement year; and

d. Conduct an annual survey of all benefits counselors (e.g., paid, in-kind, volunteer) regarding the effectiveness of the attorney back-up, support, and legal counsel functions for a review by HHSC.

2.6.15 Key Personnel and Organizational Requirements

The Grantee must:

a. Allocate and maintain adequate staffing, with the capacity to adjust its levels of qualified staff to meet the requirements of the Grant Agreement, applicable State and federal requirements, and changing HHSC and Client needs.

b. Propose and provide ongoing reporting of organizational structure and identification of key personnel changes, including the following:

1. Identify the key personnel and provide the allocated percentage of their time that will be dedicated to this Grant Agreement up to one hundred percent (100%) (i.e., this is the time the staff are not permitted to manage, oversee, or participate in other Projects, Grant Agreements, Contracts, etc.). Key personnel include the following:
   i. Agency Director;
   ii. Finance Director;
   iii. Program Director; and
   iv. Any key position that impacts the delivery of the service requirements in the Grant Agreement.

2. Report any restructuring of the organization, or any organizational changes specified in this section.

3. Maintain a core staff with experience in systems, operations, policy and procedures, and the functional areas to ensure the successful completion of the Grant Agreement and performance requirements.

c. Submit notification to HHSC in writing not more than ten (10) Calendar Days after a key personnel vacancy occurs for any reason.

d. Submit an organizational chart not more than thirty (30) Calendar Days after Grant Agreement execution, or by the date specified by HHSC, including the names and positions of all personnel assigned to the Project. The organizational chart must identify the key personnel, as defined above. Grantee must maintain a current organizational chart on file and available for HHSC review upon request.

e. Submit notification to HHSC in writing not more than ten (10) Calendar Days after any key personnel staff member is temporarily or permanently redirected to perform functions other than the responsibilities of the current position held by that key personnel staff member.

f. Ensure appropriate staff is available to meet with HHSC and that HHSC access to staff is not restricted.

2.6.16 Staff Development

a. The Grantee must develop, maintain, and implement a written plan for developing and enhancing the performance of staff responsible for providing services. The plan must be kept on file and be available for HHSC review upon request.

b. The Grantee's written plan for staff development must include:

1. The total minimum number of training hours required for each staff person to meet minimum competency requirements;
2. A schedule for training, including the number of hours for each training;
3. The training curriculum, including specific topics;
4. Training objectives;
5. Training method;
6. Names of the instructors; and
7. A plan to monitor and address staff performance.

c. The Grantee must train and confirm staff competency prior to providing services to ensure staff is appropriately trained and competent in all aspects of the Grant Agreement requirement for service delivery. Training documentation and certificates must be maintained in the employee file and made available for review by HHSC upon request.

d. The Grantee must provide the following trainings to all staff, before the staff member provides any services:
    1. Orientation to community resources;
    2. Cultural competency;
    3. Grantee's policies and procedures;
    4. Title 29 U.S. Code, Section 794 (relating to Nondiscrimination under Federal Grants and Programs); and
    5. Confidentiality of records.

e. The Grantee must document and maintain all required staff training records on file and available for HHSC review upon request.

f. The Grantee must do as follows with respect to cultural competency:
    1. Develop and maintain current policies and procedures that are designed to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner;
    2. Provide cultural competency training to all staff and volunteers to ensure that service-delivery and information-gathering are conducted in a respectful, non-threatening, and culturally competent manner. All employee and volunteer training must be documented, and the documentation must be maintained on file and available for review by HHSC upon request; and
    3. Provide all services in a culturally-, linguistically-, and developmentally-appropriate manner for persons, family, and caregivers.

2.6.17 Plan of Operation

The Grantee must:

a. Maintain and implement the Plan of Operation submitted with the Application until HHSC approval of Grantee's final operations plan. The Grantee must submit its Plan of Operation to HHSC for approval not more than thirty (30) Calendar Days after execution of the Grant Agreement and implement the Plan of Operation once it is approved. Grantee must maintain the Plan of Operation, and any revisions thereto, on file and available for HHSC review upon request.

b. Ensure the Plan of Operation includes the following:
    1. Business days and hours of operation and the location where Client services will be provided;
    2. Job titles and contact information for administrative staff and their responsibilities related to fulfilling Grant Agreement obligations; and
    3. Number and job classification of staff delivering services.

c. Submit changes to the Plan of Operation to HHSC for approval, at least thirty (30) Calendar Days before a change becomes effective.

d. Make and implement any changes HHSC requires to the Plan of Operation not more than thirty (30) Calendar Days after HHSC notifies the Grantee of the required change via the Formal Communication Process set out in **Section 2.6.1 (Formal Communication)**.

2.6.18 Disaster Recovery and Business Continuity Plan

The Grantee must develop a written Disaster Recovery and Business Continuity Plan for review and approval by HHSC not more than fifty (50) Calendar Days after Grant Agreement execution. The Grantee must maintain the Disaster and Recovery and Business Continuity Plan, and any revisions thereto, on file and available for HHSC review upon request.

The Disaster Recovery and Business Continuity Plan must:

a. Include a comprehensive description of the approach to a disaster that could affect the need for the LABCST program and its ability to provide services associated with the program service requirements;

b. Be based on a risk assessment that identifies the disasters from natural and human causes that are likely to occur in the Grantee's service area and must include, but not necessarily be limited to, the following:
    1. A continuity of operations business plan that addresses direction and control;

2. Warning and communication;
3. Emergency financial needs and resource management; and
4. Client, volunteer, and staff safety.

c. Include a description of the Applicant's proposed continuity in the performance of, or arrangements for essential service functions and the essential service needs of Client services, critical personnel, and how to return to operations as quickly as possible;

d. Provide for uninterrupted service delivery to the Clients;

e. Include an overall approach for reestablishing operations and service delivery, or implementing alternative arrangements for continuity of service to Clients, not more than twenty-four (24) hours after the onset of a disaster that affects operations;

f. Describe potential disasters that may realistically occur, such as natural disasters or a cyber-attack that affects operations, with an outline of actions to address and resolve anticipated and unanticipated problems;

g. Describe the plan established for a disaster recovery site location and indicate its proximity to the Grantee's central site location, and alternative arrangements and procedures for necessary decision-making. A disaster recovery site location must be located within the continental United States;

h. Describe backup and recovery procedures for records and Clients services, specifying timeframes for restoring full and partial services;

i. Include a contingency plan that addresses interruption to the established training plan and outlines communication processes, short- and long-term resolutions, action steps, and response timeframes;

j. Describe the documentation and tracking instruments that will allow HHSC to determine if performance measures are met during a disaster recovery phase;

k. Describe the process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and

l. Include a plan and schedule for training staff and conducting drills to test the disaster recovery plan and procedures at least once per year, and more frequently if HHSC requires. After each drill, the Grantee must revise its plan to address any deficiencies therein that were identified as a result of the drill.

2.6.19 Transition Plan

The Grantee must:

a. Develop and maintain a comprehensive Transition Plan, which explains how the Grantee will ensure service gaps do not exist for the current LABCST program Clients;

b. Coordinate and facilitate all transition activities with the outgoing Grantee. The Grantee must work with HHSC to schedule and complete all activities required to maintain service continuity during transition;

c. Submit a Transition Plan to HHSC not more than thirty (30) Calendar Days after Grant Agreement execution. Grantee must maintain the Transition Plan, and any revisions thereto, on file and available for HHSC review upon request. The Transition Plan must include the following:

    1. Identification, management, and mitigation of risks related to assuming the Grantee responsibilities, under the Grant Agreement in general and from the outgoing Grantee in particular;

    2. A comprehensive and detailed, step-by-step list of actions for a successful transition of current operations from the outgoing Grantee to the successor Grantee, including the respective roles and responsibilities of each in the transition; and

    3. The Grantee's plan of action to ensure uninterrupted service to current Clients.

2.6.20 Turnover Plan

Turnover is defined as the activities required of an outgoing Grantee in order to transition Grant Project operations either to HHSC or to successor Grantee. During turnover, the outgoing Grantee must ensure that HHSC and the Clients do not experience any adverse impact from the transfer of services to another entity or to HHSC.

a. Not more than one (1) year after execution of the Grant Agreement, the Grantee must submit a Turnover Plan to HHSC for review and approval. The Plan may be updated as needed during the term of the Grant Agreement, but any updates made thereto must be reviewed and approved by HHSC. The Grantee must maintain the Turnover Plan, and any revisions thereto, on file and available for HHSC review upon request. **Note: The Turnover Plan does not require the outgoing Grantee to surrender third-party intellectual property or works that Grantee either created or acquired rights to before executing this Grant Agreement.**

b. The Turnover Plan must include the following:

    1. The Grantee's turnover process and procedures;

2. Defined tasks and subtasks for the turnover, including staffing and resource requirements;
3. Turnover schedule;
4. Current documentation of outstanding issues;
5. Statement of resource requirements that must be met by a successor or HHSC to take over the program, including organization charts and resource requirements necessary to perform the operations of the program;
6. Knowledge transfer to successor Grantee or HHSC;
7. Transfer of curriculum and developed materials resulting from the Grant Agreement; and
8. Any other information needed for an orderly transition of services.

c. The following activities must be included as part of the Turnover Plan:

1. Transfer of information, including data (if applicable); data entry or case file software, if utilized; third-party software and modifications (if utilized); documentation relating to software and interfaces; functional business process flows; and operational information pertaining to the delivery of services to Clients;
2. Transfer, with appropriate consents, of all written (including electronic format) documentation, including policies and procedures, case files, emergency and complaint documentation, and pending or in-progress eligibility determinations;
3. Transfer of all training schedules and materials in electronic format including, but not limited to:
   i. Development methodology;
   ii. Curriculum materials;
   iii. Training class statistics;
   iv. Outcomes and documentation;
   v. Materials in development and supporting documentation;
   vi. Best practice materials; and
   vii. All other training and curriculum development documentation and data related to the required training of Grantee staff.
4. Comprehensive and complete knowledge transfer to HHSC, or to another entity, of all practices and procedures utilized in performing all Grant Agreement requirements;
5. Transfer of curriculum or materials developed as a result of this Grant Agreement; and
6. The implementation of a quality assurance process to monitor turnover

activities, including training HHSC staff and successor Grantee staff, in the operation of business processes and any supporting processes related to the Grant Agreement.

d. The Turnover Plan must delineate the turnover activities the Grantee will conduct through the end of the Grant Agreement, unless a date is provided by HHSC.

e. The Grantee must cooperate with HHSC and the successor Grantee to make available any information and experience, which the Grantee acquired during the Grant Agreement term, to the extent necessary to assist in a successful transition to the successor Grantee.

f. Upon HHSC's notification that turnover activities are required, the Grantee must complete one hundred percent (100%) of all turnover activities and obtain HHSC approval and confirmation that all turnover activities have been completed prior to the Grantee's submission for final payment.

2.7 REQUIRED REPORTS

HHSC will monitor Grantee's performance including, but not limited to, thorough reviews of performance measures and financial and programmatic reports, under any Grant Agreement awarded as a result of this RFA. Grantee must submit the following reports by the designated due dates:

REPORT	DUE DATE
Contract Monitoring Questionnaire	Within thirty (30) Calendar Days after Grant Agreement execution and annually thereafter within sixty (60) Calendar Days prior to the ending date of each Fiscal Year
Final & Annual Budget	Not more than thirty (30) Calendar Days after Grant Agreement execution and annually thereafter, not fewer than thirty (30) Calendar days before the ending date of the fiscal year
Communication Plan and Governance Structure	Not more than fifteen (15) Calendar Days after Grant Agreement execution or by the date specified by the HHSC; and at least thirty (30) Calendar Days prior to making a change to the plan.
Quality Management Plan	By the date established by HHSC prior to Grant Agreement execution.

Disaster Recovery and Business Continuity Plan	Not more than fifty (50) Calendar Days after Grant Agreement execution
Transition Plan	Not more than thirty (30) Calendar Days after Grant Agreement execution
Plan of Operation	Not more than thirty (30) Calendar Days after Grant Agreement execution
Organizational Chart	Not more than thirty (30) Calendar Days after Grant Agreement execution
Turnover Plan	Not more than one (1) year after Grant Agreement execution
Invoices – Monthly	The 20th Calendar Day of each month following the ending date of the reporting month
Semi-Annual Expenditure Report	The 20th Calendar Day following the ending date of the reporting period
Annual Expenditure Report	The 20th Calendar Day following the ending date of the reporting period
SHIP Quarterly Reports	The 20th Calendar Day following the ending date of the reporting period
SHIP Semi-Annual Program Report	Dates will be established by HHSC prior to Grant Agreement execution
SHIP Annual Program Report	Dates will be established by HHSC prior to Grant Agreement execution
MIPPA Quarterly Reports	The 20th Calendar Day following the ending date of the reporting period
MIPPA Semi-Annual Program Report	Dates will be established by HHSC prior to Grant Agreement execution
MIPPA Annual Program Report	Dates will be established by HHSC prior to Grant Agreement execution

MIPPA Annual Report *(AAA & ADRC Trainings)*	Dates will be established by HHSC prior to Grant Agreement execution
Legal Assistance Upload Tool Quarterly Report	The 15th Calendar Day following the ending date of the reporting period
Legal Assistance (Title III B) Quarterly Reports	The 20th Calendar Day following the ending date of the reporting period
Legal Assistance (Title III B) Annual Report *(LTC & Advanced Directive Trainings)*	Dates will be established by HHSC prior to Grant Agreement execution

Grantee shall provide all applicable reports in the format specified by HHSC in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in HHSC, in 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.

The Grantee must submit data from Client contacts and group and media outreach events into STARS or other reporting system identified by HHSC. Reporting must be in accordance with the instructions provided by HHSC.

Additional reports (of the types listed, as well as ad hoc reports) may be requested by HHSC at any time during the term of the Grant Agreement.

All required reports must be submitted to HHSC by the established due dates via the SAR/VAR mailbox at LABCST_SAR_VAR@hhs.texas.gov.

2.8 Performance Measures and Monitoring

The Grantee shall be solely responsible for performing all contracted obligations and shall not be relieved thereof due to any non-performance by its subgrantees or subcontractors, if any. HHSC will look solely to Grantee for the performance of all Grantee obligations and requirements in a Grant Agreement resulting from this RFA.

The Grant Agreement awarded as a result of this RFA is subject to HHSC performance monitoring for the duration of the Grant Project period. This evaluation may include a reassessment of Project activities and services to determine whether they continue to be effective throughout the Grant Term.

The Grantee must regularly collect and maintain data that measure the effectiveness of activities performed under a Grant Agreement resulting from this RFA, in the manner required and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by HHSC. The Grantee must submit the necessary information

and documentation regarding all requirements, including reports and deliverables, and will be expected to report on the following measures:

a. Outputs: Numbers of Clients served, and number of services and activities provided;

b. Outcomes: Measures showing benefits to Clients and other populations served as a result of services and activities provided, such as positive changes to knowledge, skills, and behaviors;

c. Number of Benefits Counselor I training sessions conducted;

d. Number of Benefits Counselor II training sessions conducted;

e. Number of MIPPA-related training sessions conducted;

f. Number of teleconferences on approved legal topics of interest and surrogate issues conducted;

g. Legal Assistance Upload Tool data, including the following:
    1. Number of Clients served;
    2. Date(s) of service;
    3. Client demographics; and
    4. Qualifying legal assistance topics;

h. Beneficiary Contact Form data, including the following:
    1. Number of Clients contacted;
    2. Date(s) of contact;
    3. Client demographics; and
    4. Qualifying SHIP and MIPPA topics;

i. Group Outreach Event Form data:
    1. Number of events completed;
    2. Name of outreach event;
    3. Start and end dates of outreach event;
    4. Location of outreach event; and
    5. Number of attendees;

j. Media Outreach Event Form data:
    1. Type of media;
    2. Start and end dates of activity; and

3. Number of people reached (# of listeners, readers, viewers, page views, post reach, flyers distributed, etc.).

k. SHIP and MIPPA Program Report data:

1. Semi-Annual:

i. What did Grantee accomplish during this reporting period and how did these accomplishments help the Grantee reach the stated Project goal(s) and objective(s)? All Project partners and their role in Project activities must be identified.

ii. What, if any, challenges did the Grantee face during this reporting period, and what actions did the Grantee take to address these challenges? All changes that the Grantee made to its Project goal(s), objective(s), or activities in response to challenges faced must be identified.

iii. How have the activities conducted during this Project reporting period help the Grantee achieve the measurable outcomes identified in Grantee's Project Application?

iv. What resources did the Grantee develop during the reporting period, and how have these resources been disseminated? "Resources" may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

2. Annual:

i. What measurable outcomes did Grantee establish for this Project and what indicators did the Grantee use to measure performance? To what extent did the Grantee achieve the Project outcomes?

ii. What, if any, challenges did the Grantee face during the Project and what actions did Grantee take to address these challenges?

iii. What impact does the Grantee think this Project has had to date? What lessons did Grantee learn from undertaking this Project?

iv. What will happen to the Project after this grant has ended? Will Project activities be sustained? Will Project activities be replicated? If the Project will be sustained or replicated what other funding sources will allow this to occur? A list of Grantee's significant partners in this Project and Grantee's strategy for continuing to work on this activity must be included.

v. Over the entire Project Period, what were the key publications and communications activities? How were they disseminated or communicated? Products and communications activities may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

l. **SHIP and MIPPA Performance Measures**

This section defines the performance measures. Percentages are derived from the total population data in the state or territory that the Grantee's program serves. This population data is also called "denominator" data. It is embedded in STARS to auto-calculate percentages for the Performance Measures Report.

SHIP Performance Measures		
No.	**Measure Type**	**Measure**
PM 1	Client Contacts	Percentage of **total Client contacts** per Medicare Beneficiaries in the state.
PM 2	Outreach Contacts	Percentage of **persons reached through presentations, booths/exhibits, and enrollment events** per Medicare Beneficiaries in the State.
PM 3	Under 65	Percentage of **contacts with Medicare beneficiaries under the age of 65** in the State.
PM 4	Hard to Reach	Percentage of low-income, rural, and non-native English-speaking contacts per **total "Hard-to-Reach"** Medicare Beneficiaries in the State.
PM 5	Enrollment Contacts	Percentage of **unduplicated enrollment contacts** discussed per Medicare Beneficiaries in the State (i.e., contacts with one or more qualifying enrollment topics).

MIPPA Performance Measures		
No.	**Measure Type**	**Measure**
PM 1	Overall MIPPA Contacts	Percentage of total Beneficiary Contact Forms per Medicare beneficiaries under 150% Federal Poverty Level (FPL) in the State
PM 2	Overall Persons Reached through Outreach	Total number of people reached as reported on the Group Outreach Event Form
PM 3	MIPPA Target Populations	Total number of Beneficiary Contact Forms by target beneficiary groups (Under the age of 65, Rural, Native American, English as a Secondary Language)

PM 4	Contacts with Applications Submitted	Percentage of Beneficiary Contact Forms (BCF) with applications submitted compared to overall MIPPA contacts reported in PM1

The Grantee must submit the necessary information and documentation regarding all requirements, including reports and other deliverables and will be expected to report annually on the following measures:

a. Number of AAA and ADRC training sessions conducted;

b. Number of Long-term Care Financing Options training session(s) conducted; and

c. Number of Advance Directives training session(s) conducted.

Grantee must report on the progress towards completion of the Grant Project and other relevant information as determined by HHSC during the Project Period. The Grantee must not only show how the scope, impact, and quality of the services it provides fulfills HHSC's performance measures and approved goals. The Grantee must also demonstrate how those services effectively address and achieve the Project's stated purpose.

The Grantee must provide all services at or above the level established in **Section 2.8.1 (Key Performance Requirements)** and must submit all required deliverables and reports in accordance with **Section 2.8.3 (Deliverables)**.

2.8.1 Key Performance Requirements (KPRs)

HHSC has identified a list of KPRs, which HHSC will monitor regularly to ensure that the Grantee is in compliance with those KPRs. See the table below with the KPRs. The KPRs will be used to measure the Grantee's performance of the services and timely submission of the required deliverables.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 1	
Reporting Period	Quarterly
Due Date	20th Calendar Day of the month following the end of the quarter being reported (December 20th, March 20th, June 20th, September 20th) **or** the next business day if it falls on a weekend or a State-approved holiday
Service/Component	Section 2.6.7 SHIP Training Requirements
Performance Standard	Grantee must provide four (4) Benefits Counselor I training sessions no later than the last day of each quarter. Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.
Measurement of Noncompliance	Failure to provide four (4) Benefits Counselor I training sessions per quarter.

Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each quarterly report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 2	
Reporting Period	Quarterly
Due Date	20th Calendar Day of the month following the end of the quarter being reported (December 20th, March 20th, June 20th, September 20th) **or** the next business day if it falls on a weekend or a State approved holiday
Service/Component	Section 2.6.7 SHIP Training Requirements
Performance Standard	Grantee must coordinate, develop, and present three (3) Benefits Counselor II training sessions no later than the last day of each quarter. Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.
Measurement of Noncompliance	Failure to provide 3 Benefits Counselor II trainings per quarter.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each quarterly report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 3	
Reporting Period	Quarterly
Due Date	20th Calendar Day of the month following the end of the quarter being reported (December 20th, March 20th, June 20th, September 20th) **or** the next business day if it falls on a weekend or a State approved holiday
Service/Component	Section 2.6.5 MIPPA Training Requirements
Performance Standard	The Grantee must coordinate, develop, and present a MIPPA-related training after each Benefits Counselor I training (4 per quarter). Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.

Measurement of Noncompliance	Failure to coordinate, develop, and present one (1) MIPPA-related training per quarter after each Benefits Counselor I training sessions.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each quarterly report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 4	
Reporting Period	Annually
Due Date	As approved by HHSC based on AAA and ADRC needs
Service/Component	Section 2.6.5 MIPPA Training Requirements
Performance Standard	The Grantee must coordinate, develop, and present three (3) training sessions per year for AAAs and ADRCs no later than the last day of each year of the Grant Agreement. Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.
Measurement of Noncompliance	Failure to coordinate, develop, and present three (3) training sessions per year for AAAs and ADRCs.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each annual report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 5	
Reporting Period	Annually
Due Date	As approved by HHSC based on AAA grantee needs
Service/Component	Section 2.6.6 Legal Assistance (Title III B) Training Requirements
Performance Standard	Grantee will coordinate, develop, and present one (1) Long-term Care Financing Options training session annually during the Project Period. Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.
Measurement of Noncompliance	Failure to complete one annual (1) Long-term Care Financing Options training session.

Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each annual report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 6	
Reporting Period	Annually
Due Date	As approved by HHSC based on AAA grantee needs
Service/Component	Section 2.6.6 Legal Assistance (Title III B) Training Requirements
Performance Standard	Grantee will coordinate, develop, and present two (2) Advance Directives training sessions annually during the Project Period. Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.
Measurement of Noncompliance	Failure to coordinate, develop, and present two (2) Advance Directive's trainings annually.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each annual report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 7	
Reporting Period	Quarterly
Due Date	20th Calendar Day of the month following the end of the quarter being reported (December 20th, March 20th, June 20th, September 20th) **or** the next business day if it falls on a weekend or a State approved holiday
Service/Component	Section 2.6.6 Legal Assistance (Title III B) Training Requirements
Performance Standard	Grantee will coordinate, develop, and present two (2) 75-minute teleconferences quarterly on approved legal topics of interest or surrogate issues each year of the Grant Agreement. (8 total per year) Grantee must document and provide: • Number of trainings; • Dates of trainings; • Number of attendees; and • Completed sign-in sheets.
Measurement of	Failure to coordinate, develop, and present two (2) 75-minute teleconference

Noncompliance	each quarter on approved legal topics of interest/surrogate issues each year of the Grant Agreement.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the training reported and supporting documentation that the Grantee provides in each quarterly report during the Project Period.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 8	
Reporting Period	Annually
Due Date	Conference Date to be Determined by HHSC.
Service/Component	Section 2.6.4 SHIP Training Requirements; 2.6.5 MIPPA Training Requirements; 2.6.7 Legal Assistance (Title III B) Training Requirements
Performance Standard	Grantee must develop and present at the Annual Benefits Counseling and Training Conference. The training will include: • One (1) SHIP topic; • Two (2) MIPPA topics; and • One (1) Legal Assistance topic.
Measurement of Noncompliance	Failure to develop and present one (1) SHIP topic; two (2) MIPPA topics; and one (1) Legal Assistance topic each year of the Grant Agreement.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the Grantee's participation and required presentations at the Annual Benefits Counseling and Training Conference.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 9	
Reporting Period	Quarterly
Due Date	15th Calendar Day of the month following the end of the quarter being reported (December 15th, March 15th, June 15th, September 15th) **or** the next business day if it falls on a weekend or a State approved holiday)
Service/Component	**Section 2.7 (Required Reports)** - Legal Assistance Upload Tool
Performance Standard	Grantee will submit Client and outreach data into the Legal Assistance Upload Tool by the 15th calendar day following the end of the quarter being reported. HHSC will verify via the ACL SPR data reporting system.
Measurement of Noncompliance	Failure to submit data into the Legal Assistance Upload Tool by the 15th calendar day following the end of the quarter being reported.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the receipt of the Grantee's Legal Assistance Upload Tool by the established due date.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 10	
Reporting Period	Within ten (10) Business Days of the activity date
Due Date	Within ten (10) Business Days of the activity date on each identified form – Beneficiary Contact Form (BCF), Group Outreach Event (GOE) Form, and Media Outreach Event (MOE)
Service/Component	**Section 2.7 (Required Reports)**
Performance Standard	Grantee will submit Client intake data from the Beneficiary Contact Form (BCF), Group Outreach Event (GOE) Form, and Media Outreach Event (MOE) STARS within 10 (ten) Business Days of the activity date. HHSC staff will verify via STARS.
Measurement of Noncompliance	Failure to submit data from any of the following forms – BCF, GOE, MOE--within ten (10) Business Days of the activity into STARS.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the receipt of the Grantee's established due date.

Legal Assistance Services, Benefits Counseling Services, and Training KPR 11	
Reporting Period	Semi-Annually and Annually
Service/Component	**Section 2.7 (Required Reports)** – SHIP & MIPPA Program Reporting – Semi-Annual/Annual
Performance Standard	Grantee will submit a SHIP & MIPPA Program Reporting Semi-Annual and Annual report in accordance with the instructions, dates, and format established by HHSC in the reporting template.
Measurement of Noncompliance	Failure to submit either the MIPPA/SHIP Program Reporting Semi-Annual or Annual report in accordance with the instructions, dates, and format established by HHSC.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by the receipt of the Grantee's established due date.

HHSC shall seek remedies for all the responsibilities or requirements, which the Grantee does not fulfill, in accordance with **Exhibit B (HHS Uniform Terms and Conditions – Grant, Version 3.0)** and **Section 2.8.1 (Key Performance Requirements)**.

2.8.2 Non-compliance Remedies

HHSC may take the following actions in the event of non-compliance or a missed KPR:

a. Suspending all or part of the Grant Agreement;

b. Requiring the Grantee to take specific corrective actions to remain in compliance with terms of the Grant Agreement;

c. Recouping payments made to the Grantee, or applicable Subrecipient, found to be in error;

d. Suspending, limiting, or placing conditions on the continued performance of the Grant Agreement;

e. Imposing any other remedies authorized under the Grant Agreement; and

f. Imposing any other remedies, sanctions, or penalties permitted by federal or State statute, law, regulation, or rule.

2.8.3 Deliverables

Deliverable ID	Requirements	Due Date(s)	Frequency
D-01 **Contract Monitoring Questionnaire (CMQ)**	Grantee must submit the initial Contract Monitoring Questionnaire (CMQ). Deliverable must include all plan requirements set forth in **Section 2.6.2 (Contract Monitoring Questionnaire)**.	Within thirty (30) Calendar Days after Grant Agreement execution; and Annually, within sixty (60) Calendar Days prior to the end of each Fiscal Year	One time Annually
D-02 **Final & Annual Budget**	Grantee must submit the final Budget. Deliverable must include all requirements set forth in **Section 6.2 (Requested Budget)**.	Not more than thirty (30) Calendar Days after Grant Agreement execution Not less than thirty (30) Calendar days	One time Annually

Deliverable ID	Requirements	Due Date(s)	Frequency
		prior to the end of the Fiscal Year	
D-03 **Communication Plan and Governance Structure**	Grantee must submit a Communication Plan and Governance Structure. Deliverable must include all requirements set forth in **Section 2.6.3, (Communication Plan and Governance Structure)**.	Not more than fifteen (15) Calendar Days after Grant Agreement execution	One time
D-04 **Quality Management Plan**	Grantee must submit a Quality Management Plan for HHSC review and approval. Deliverable must include all requirements set forth in **Section 2.6.10 (Quality Assurance).**	By the date established by HHSC	One-time
D-05 **Disaster Recovery and Business Continuity Plan**	Grantee must submit a written Disaster Recovery and Business Continuity Plan for HHSC review and approval. Deliverable must include all requirements set forth in **Section 2.6.18 (Disaster Recovery and Business Continuity Plan).**	Not more than fifty (50) Calendar Days after Grant Agreement execution	One time
D-06 **Transition Plan**	Grantee must submit a Transition Plan for HHSC review and approval. Deliverable must include all requirements set forth in **Section 2.6.19 (Transition Plan)**.	Not more than thirty (30) Calendar Days after Grant Agreement execution	One-time

Deliverable ID	Requirements	Due Date(s)	Frequency
D-07 **Plan of Operation**	Grantee will submit a Plan of Operation to HHSC for review and approval. Deliverable must include all requirements set forth in **Section 2.6.17 (Plan of Operation)**.	Not more than thirty (30) Calendar Days after Grant Agreement execution	One-time
D-08 **Organizational Chart**	Grantee will submit an organizational chart. Deliverable must include all requirements set forth in **Section 2.6.15 (Key Personnel and Organizational Requirements)**.	Not more than thirty (30) Calendar Days after Grant Agreement execution	One-time
D-09 **Turnover Plan**	Grantee must submit a Turnover Plan to HHSC for approval. Deliverable must include all requirements set forth in **Section 2.6.20 (Turnover Plan)**.	Not more than 1 year after Grant Agreement execution	One-time
D-10 **Invoices**	Grantee must submit an invoice. Deliverable must include all requirements set forth in **Section 5.5.1 (Invoice Process)**.	No later than twenty (20) Calendar Days after the end of each month the expenses were incurred for services provided	Monthly
D-11 **Fiscal Reporting**	Grantee must submit a semi-annual expenditure report. Deliverable must include all requirements set forth in **Section 2.9 (Expenditure Reports)**.	March 20th September 20th (combine with annual report)	Semi-annual
D-12 **Fiscal Reporting**	Grantee must submit an annual expenditure report. Deliverable must include all requirements set forth in **Section 2.9 (Expenditure Reports)**.	September 20th	Annual

Deliverable ID	Requirements	Due Date(s)	Frequency
D-13 **Performance Reporting**	Grantee must submit SHIP quarterly reports. Deliverable must include all requirements set forth in **Section 2.6.7 (SHIP Training Requirements)**.	The 20th Calendar Day following the ending date of the reporting period	Quarterly
D-14 **Data Reporting**	Grantee must submit a SHIP semi-annual program report. Deliverable must include all requirements set forth in **Section 2.8 (Performance Measures and Monitoring)**.	By the dates established by HHSC	Semi-annual
D-15 **Data Reporting**	Grantee must submit a SHIP annual program report. Deliverable must include all requirements set forth in **Section 2.8 (Performance Measures and Monitoring)**.	By the date established by HHSC	Annual
D-16 **Performance Reporting**	Grantee must submit MIPPA quarterly reports. Deliverable must include all requirements set forth in **Section 2.6.5 (MIPPA Training Requirements)**.	The 20th Calendar Day following the ending date of the reporting period	Quarterly
D-17 **Data Reporting**	Grantee must submit a MIPPA semi-annual program report. Deliverable must include all requirements set forth in **Section 2.8 (Performance Measures and Monitoring)**.	By the dates established by HHSC	Semi-annual
D-18 **Data Reporting**	Grantee must submit a MIPPA annual program report. Deliverable must include all requirements set forth in **Section 2.8 (Performance Measures and Monitoring)**.	By the dates established by HHSC	Annual
D-19 **Performance Reporting**	Grantee must submit a MIPPA AAA and ADRC Training Report. Deliverable must include all requirements set forth in **Section 2.6.5 (MIPPA Training Requirements)**.	By the dates established by HHSC	Annual

Deliverable ID	Requirements	Due Date(s)	Frequency
D-20 **Performance Reporting**	Grantee must submit a Legal Assistance Upload Tool Quarterly Report	The 15th Calendar Day following the ending date of the reporting period	Quarterly
D-21 **Performance Reporting**	Grantee must submit Legal Assistance (Title III B) quarterly reports. Deliverable must include all requirements set forth in **Section 2.6.6 (Legal Assistance Title III B Training Requirements)**.	The 20th Calendar Day following the ending date of the reporting period	Quarterly
D-22 **Performance Report**	The Grantee must submit a Long-term Care and Advanced Directive training annual report Deliverable must include all requirements set forth in **Section 2.6.6 (Legal Assistance Title III B Training Requirements)**.	By the dates established by HHSC	Annual

2.9 EXPENDITURE REPORTS

Except as otherwise provided, for Grant Agreements with categorical Budgets, Grantee shall submit semi-annual and annual expenditure reports to HHSC, by the 20th Calendar Day of the month following the end of the period being reported, for HHSC review and financial assessment. Through submission of an expenditure report, Grantee certifies that: (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed, or delivered in accordance with Grant Agreement requirements; (2) all Grantee-performed services have been completed in compliance with the terms of the Grant Agreement; (3) the amount of the expenditure report added to all previous approved expenditure reports does not exceed the maximum liability of the grant award; and (4) all expenses shown on the expenditure report are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

The Grantee must submit a semi-annual and an annual expenditure report, by the 20th Calendar Day following the end of the period being reported, for HHSC review and financial assessment. The report must be submitted in accordance not only with the RFA but also based on any instructions provided by HHSC.

Additional programmatic or fiscal reports may be requested by HHSC at any time during the term of the Grant Agreement.

2.10 FINAL BILLING SUBMISSION

No later than thirty (30) days after the end of each Fiscal Year, or such period as mutually agreed upon by HHSC and the Grantee, the Grantee must reconcile the Project expenditures and submit to HHSC the final request for reimbursement for any allowable costs incurred by the Grantee during the Fiscal Year.

Unless otherwise directed by HHSC, Grantee shall submit a reimbursement or payment request as a final Close-out invoice not later than thirty (30) Calendar Days following the end of the term of the Grant Agreement. Reimbursement or payment requests received after the deadline may not be paid.

2.11 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit D-1 (Data Use Agreement – Standard Version)** or **Exhibit D-2 (Data Use Agreement – Governmental Entity Version)**, both of which incorporate **Exhibit E (Security and Privacy Inquiry (SPI), Attachment 2 to DUA)** also attached to this RFA.

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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 submit only one Grant Application.

3.2 APPLICATION SCREENING REQUIREMENTS

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

a. Be a public or private non-profit entity;
b. Entity must employ attorneys licensed to practice law by the State *(provide a list of employed licensed attorneys and their bar numbers)*; and
c. Entity must be located, and have a business address, in Texas, as provided on **Form A (Applicant Information).**

3.3 GRANT AWARD ELIGIBILITY

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

a. 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;

b. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;

c. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Comptroller and the Texas Secretary of State;

d. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and

e. Applicant is not delinquent in taxes owed to any taxing authority of the State 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.

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SECTION IV. Project Period

4.1 PROJECT PERIOD

The initial Project Period is **September 1, 2022** through **August 31, 2025.**

Renewal or Extension of Project Period: HHSC, at its sole discretion, may renew or extend this grant agreement for any period(s) of time to allow for the full expenditure of awarded funding and completion of Grant activities, providing the Grant Agreement term, including extensions or renewals, does not exceed the five (5) year Project Period. Notwithstanding the limitation in the preceding sentence, HHSC, upon agreement of both parties, also may extend the Grant Agreement beyond five (5) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State. The extension or renewal must be in writing and subject to all terms and conditions of this Grant Agreement.

4.2 PROJECT CLOSE-OUT

HHSC will programmatically and financially close out the grant award and end the Grant Agreement when HHSC determines the 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 forty-five (45) 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 HHSC.

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SECTION V. Grant Funding and Reimbursement Information

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total amount of federal funding available for the LABCST program is **$2,475,000** for the entire five-year Project Period. The total amount of federal funding is $2,475,000. It is HHSC's intention to make one (1) award to one (1) Applicant that successfully demonstrates the ability to provide LABCST to the AAAs, ADRCs, and the eligible Medicare Beneficiaries and their caregivers.

The federal funding available for the five-year Project Period is as follows:

a. Title III B Older American Act legal assistance development – **$250,000**;

b. MIPPA – **$1,025,000**; and

c. SHIP – **$1,200,000**.

The funding will not to exceed the annual and five-year Project funding amounts listed in the table below.

Funding Source	Year 1 (FY2023)	Year 2 (FY2024)	Year 3 (FY2025)	Year 4 (FY2026)	Year 5 (FY2027)	Total Project Funding
Title III B	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000.00
MIPPA	$205,000	$205,000	$205,000	$205,000	$205,000	$1,025,000.00
SHIP	$240,000	$240,000	$240,000	$240,000	$240,000	$1,200,000.00
Annual Project Funding	**$495,000.00**	**$495,000.00**	**$495,000.00**	**$495,000.00**	**$495,000.00**	
Total Project Funds Available (Fiscal Year 2022 – Fiscal Year 2027) not to exceed						**$2,475,000.00**

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 Budgets 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. Spending or costs incurred prior to the effective date of the Grant Agreement will be allowed to the extent that the costs would have been allowable if incurred after the date of award and only with the written approval from HHSC through a pre-agreement cost letter.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

There is no guarantee of total reimbursements to be paid to any Grantee under any Grant Agreement resulting from this RFA. The Grantee 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 (*see, e.g.*, 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 Project'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 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. 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 and 45 CFR §75.439;

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, 2 CFR §§200.420-200.475, General Provisions for Selected Items of Cost, or 45 CFR §§75.420-75.475, General Provisions for Selected Items of Cost, where applicable.

5.4 COST SHARING OR MATCHING REQUIREMENTS

There is no cost sharing or matching requirement under this Grant Project.

5.5 PAYMENT METHOD

The Grant Agreement awarded under this RFA will be funded on a cost reimbursement basis for reasonable, allowable and allocable Grant Project Direct Costs. Under the cost reimbursement payment method, Grantee is required to finance operations and will only be reimbursed for actual, allowable, and allocable costs incurred on a monthly basis and supported by adequate documentation. No additional payments will be rendered unless an advanced payment is approved.

5.5.1 Invoice Process

Grantee must invoice HHSC in accordance with the instructions established and provided by HHSC. The Grantee shall submit a monthly invoice along with supporting documentation that validates the expenditures by the 20th Calendar Day of the month following the end of the month in which expenses were incurred for services provided.

a. The Grantee must submit the monthly invoices and documentation supporting the provision of services via email to: AES.Invoices@hhsc.state.tx.us. The following naming convention shall be used for the subject line of the email: "Legal Entity Name. Invoice #. Month Year." For example, an invoice submitted to HHSC for the month of September would look like this: "Grantee's Legal Name. Invoice #1. September 2022." At a minimum, the invoice must include the following information:

    1. Grantee's legal name;
    2. State Vendor Identification Number or Federal Tax ID Number;
    3. Remit-to address;
    4. Grantee's telephone number;
    5. Invoice number;

6. HHSC Contract No.;
7. State agency name of requestor;
8. Description of goods and services provided;
9. Date(s) of service;
10. If a subgrantee(s) is required to provide services, an attached Explanation of Benefits (EOB) for the subgrantee(s) services rendered;
11. The name and telephone number of a person designated by the Grant Agreement to answer questions regarding the invoice; and
12. Documentation that supports service-delivery and substantiates the costs shown on the invoice provided to HHSC.

b. The Grantee must use the invoice template provided by HHSC to identify costs being requested from HHSC. Costs must be itemized and detailed enough for HHSC to determine if they are reasonable, allowable, and necessary for the successful performance of the Project, as indicated in 2 CFR Part 200, 45 CFR Part 75, and TxGMS. Supporting documentation for invoices may include, but may not necessarily be limited to:
    1. Invoices;
    2. Receipts;
    3. Payroll documentation;
    4. Subgrantee payment information;
    5. Travel reimbursement requests; and
    6. Operational and Equipment costs, and the like.

c. All supporting documentation must be organized by funding source, clearly labeled upon submission, and be consistent with the amounts listed in the invoice.

d. All invoices must be submitted in accordance with the standards set forth in TxGMS. HHSC shall notify the Grantee of invoicing error(s), including incomplete supporting documentation, no later than the twenty-first (21st) day after receiving the invoice.

e. HHSC's final payment to the Grantee shall be based on the invoice information provided by the Grantee within thirty (30) Calendar Days after the termination of the Grant Agreement. This payment provision applies to final payment whether at the completion of the Grant Agreement period or in the event of early Grant Agreement termination.

f. By accepting an award from HHSC, the Grantee and the Grantee's board of directors (or other oversight authority) accept responsibility for complying with the management and administration of programmatic, financial and reporting

requirements of the award. Communication and coordination between the Grantee's program implementation staff and financial staff is essential for the success of the Project being funded by the award. It is critical that Grantee staff responsible for the programmatic and accounting functions are aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization must be identified and assigned responsibilities for the programmatic, financial, and administrative requirements applicable to the HHSC award.

All HHSC grantees are required to have a financial management system in place that meets federal and State standards for expending and accounting for the funds received under the award. If the Grantee has more than one Grant Agreement with HHSC, documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC Grant Agreement. The Grantee's financial management system must be able to capture and report expenditures by the budget cost categories for each HHSC Grant Agreement. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each HHSC Grant Agreement. All financial reports must be prepared with information that comes directly from the Grantee organization's accounting system. There must be a reconciliation of the information that is reported to amounts recorded in the accounting system.

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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 submitted with an Application under this RFA.

6.1 NARRATIVE PROPOSAL

Applicants must complete and submit all required attachments, as requested in the RFA sections listed below (and as listed in **Section XIII (Submission Checklist)**, namely:

a. **Section 6.1.1 (Applicant Information);**

b. **Section 6.1.2 (Authorized Officials);**

c. **Section 6.1.3 (Narrative Proposal);**

d. **Section 6.2 (Budget); and**

e. **Section 6.4 (Administrative Applicant Information).**

6.1.1 Applicant Information

At the time of Application, Applicant must provide identifying information about the Applicant and proposed Project in **Form A (Applicant Information)**. Applicant must attach documentation, which proves that Applicant meets the three (3) criteria listed in **Section 3.2 (Application Screening Requirements)**.

6.1.2 Authorized Officials

At the time of Application, Applicant will provide contact information for the Applicant's authorized officials using either form below, whichever is applicable:

a. **Form B-1 (Authorized Officials – Governmental Entity);** *or*

b. **Form B-2 (Authorized Officials – Non-Profit Entity).**

6.1.3 Narrative Proposal

Applicants should identify all proposed tasks to be performed (including all Project activities) during the Project Period in **Form C (Narrative Proposal**.

Applicant must provide a response to the following components in **Form C (Narrative Proposal)**:

a. Executive Summary, which includes the following items:

1. The Respondent's mission and purpose and explain how it aligns with the purpose and goal of the LABCST Project;

2. Explain the experience and capacity the Respondent has in providing services and managing projects similar to the LABCST Project; and

3. Provide a high-level overview of the Respondent's approach to meeting the Project requirements of this RFA. The overview must demonstrate an understanding of the goals and focus of the Project as described in **Section II, Scope of Grant Project** of this RFA and in compliance with the RFA.

b. Project Work Plan, including the proposed composition and structure for each of the following response parts:
   1. **Composition and Structure of the Project, Part 1**, which must address the Eligible Population, SHIP Training, MIPPA Training, Legal Assistance Title III B Training Requirements, Training Platform and Coordination for all training, Benefits Counselor Certification and Outreach;
   2. **Composition and Structure of the Project, Part 2**, which must address the toll-free hotline requirements for Client Assistance, and toll-free hotline requirements for Consultations with AAA staff and ADRC staff; and
   3. **Composition and Structure of the Project, Part 3**, which must address the Quality Assurance, Training Resources, and Meeting Representation requirements.

c. Operational Requirements, which encompass the following:
   1. Key Personnel and Organizational Requirements;
   2. Staff Development;
   3. Plan of Operation;
   4. Disaster Recovery and Business Continuity Plan;
   5. Transition Plan; and
   6. Turnover Plan.

6.2 REQUESTED BUDGET

The **Form D (Requested Budget Template)** attachment of this RFA is the template for submitting the Requested Budget. Applicants must develop the Requested 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 Requested Budget are reasonable, allowable, allocable, and developed in accordance with applicable State and federal grant requirements. Reasonable costs are those that, in nature and amount, do not exceed costs 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 §200.403, 45 CFR §75.403, and TxGMS Cost Principles, Basic Considerations (pgs. 32-33), for additional information related to factors affecting allowability of costs.

Applicants must utilize the Budget template provided, **Form D (Requested Budget Template)** and identify all Budget line items. Budget categories must be broken out into specific Budget line items that allow HHSC 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 HHSC-approved Budget items in the Requested Budget may be considered eligible for reimbursement.

Upon award, the Grantee must submit the final Budget not more than thirty (30) Calendar Days after Grant Agreement execution or by the date specified by HHSC; and annually, thereafter, no less than thirty (30) Calendar Days prior to the end of each Fiscal Year.

Submission of Form D (Requested Budget Template) is mandatory. Applicants that fail to submit a requested budget, as set forth in this RFA with their Application, will be disqualified.

6.3 INDIRECT COSTS

The Applicant may request Indirect Costs if it has a current Indirect Cost Rate agreement. This Indirect Cost Rate must be supported by an approved Indirect Cost Rate letter. An Applicant without an Indirect Cost Rate letter can use a ten percent (10%) rate until such letter is provided to HHSC.

a. Prior to award, Grantee will be required to complete the Indirect Cost Rate Questionnaire through the Federal Funds Office Subrecipient Landing Page at: https://texashhs.secure.force.com/GranteeLandingPage/ to initiate and establish an approved method to recover Indirect Costs prior to award. The questionnaire allows Applicants to pick an Indirect Cost Rate option.

    1. Decline Indirect Costs;
    2. Request the de minimis rate;
    3. Submit a federally-approved rate;
    4. Submit an approved rate agreement from another State agency; or
    5. Request to negotiate a rate agreement directly with the HHS Indirect Cost Rate Group.

b. Costs will be reviewed for compliance with TxGMS and the federal grant guidance found in 45 CFR Part 75, with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

c. For more information on Indirect Cost rates visit: https://www.hhs.texas.gov/doing-business-hhs/grants/indirect-cost-rates.

Approval or acceptance of an Indirect Cost Rate 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.

Entities declining the use of Indirect Costs cannot recover Indirect Costs on any HHSC award or use unrecovered Indirect Costs as match.

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Form E (Administrative Information)** and **Form F (Internal Controls Questionnaire)** 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.

a. 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 2.1)**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State or any agency of the State.

Application may be rejected based upon Applicant's prior history with the State 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.

Applicant must submit the information requested in this section in **Form E (Administrative Information)**.

b. Financial Capacity

Applicant must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this RFA. HHSC will evaluate the financial capacity of the Applicant's organization to administer the LABCST Grant Agreement based on the response.

Applicant must submit the information requested in this section in **Form E (Administrative Information)**.

c. Internal Controls Questionnaire

Applicant must complete **Form F (Internal Controls Questionnaire)** and submit at the time of Application.

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SECTION VII. RFA Administrative Information and Inquiries

7.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants RFA and Texas eGrants websites	April 1, 2022
Deadline for Submitting Questions or Requests for Clarification	April 6, 2022 at 5:00 PM Central Time
Date Answers to Questions or Requests for Clarification Posted	April 14, 2022
Deadline for Submission of Applications **NOTE: Applications must be RECEIVED by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.**	**April 26, 2022 by 10:30 a.m. Central Time**
Anticipated Notice of Award	July 2022
Anticipated Project Start Date	September 1, 2022

Applicants must ensure that 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 will be published by posting an Addendum to the HHS Grants RFA website. After the Deadline for Submission, 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:

Name: John Norton
Title: Grant Specialist, HHSC Procurement and Contracting Services
Email: John.Norton2@hhs.texas.gov

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 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:

a. RFA number;

b. Section number and paragraph from this RFA;

c. Page number of this RFA;

d. Exhibit or other attachment and section or paragraph number from the exhibit or other attachment;

e. Page number of the exhibit;

f. Language, topic, section heading being questioned; and

g. Question.

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

a. Name of individual submitting question or request for clarification;

b. Organization name;

c. Phone number; and

d. E-mail address.

Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth above 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.

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:

a. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;

b. Shall not contest the interpretation by the HHSC of such provision(s); and

c. 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 HHS Grants RFA 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 the posting website 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 AND ASSUMPTIONS

Applicants are highly encouraged, in lieu of including exceptions in their Applications, to address all issues that might be advanced by way of exception or assumptions by submitting questions or requests for clarification pursuant to **Section 7.3 (RFA Questions and Requests for Clarification)**. Applicants seeking exceptions must submit their request through Exhibit K.

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 HHSC.

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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.

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 a Grant Agreement 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 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.

Submission Option #1

HHS Online Bid Room: Applicants shall upload the following documents to the HHS Online Bid Room utilizing the procedures in **Exhibit F (HHS Online Bid Room Instructions)**. **File Size Limitation:** Restriction to 250MB per file attachment.

a. One (1) copy marked as "Original Application" that contains the Applicant's entire Application in a Portable Document Format (".pdf") file.

b. One (1) copy of the completed **Form D (Requested Budget Template)**, in its original Excel format.

c. 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.

Submission Option #2

Sealed Package with USB Drives: Applicants shall submit each of the following on separate USB drives:

a. One (1) USB drive with the complete Application file marked as "Original Application" in a Portable Document Format (".pdf") file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with "Original Application." USB drive must include the completed **Form D (Requested Budget Template)**, in its original Excel format.

b. 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 package must be clearly labeled with the following:

a. RFA Number;
b. RFA Title;
c. Application Response Deadline;
d. Sole Point of Contact's name; and
e. 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 overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

Hand Delivery	Overnight/Express Mail or Hand Delivery
Health and Human Services Commission ATTN: John Norton Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, TX 78756	Health and Human Services Commission ATTN: John Norton Tower Building Room 108 1100 West 49th St., MC 2020 Austin, TX 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:

a. Be responsive to all RFA requirements;

b. Be clearly legible;

c. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 point, with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 point for tables, graphs, and appendices;

d. Include page numbering for each section of the Application; and

e. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

8.6 APPLICATION ORGANIZATION

The complete Application package must:

a. Be organized in the order outlined in the **Section XIII (Submission Checklist)** and include all required sections (*e.g.*, "Forms to be Submitted with Application," "Exhibits to be Submitted with Application," and "Addenda")

   1. **Form D (Requested Budget Template)** is to be submitted in its original Excel format.

   2. Each Application section must have a cover page with the Applicant's legal name, RFA number, and Name of Grant identified.

b. 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:

a. Withdraw its Application by submitting a written request to the Sole Point of Contact; or

b. 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 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.

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SECTION IX. Application Screening and Evaluation

9.1 OVERVIEW

A three-step selection process will be used:

a. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;

b. Evaluation based upon specific criteria; and

c. 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, 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 2.1) or Form D (Requested Budget Template)).**

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

HHSC 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. HHSC 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 G (Evaluation Tool)**.

Scoring Criteria

Qualified Applications shall be evaluated based upon the following:

a. Qualifications and Experience (15%);

b. Project Work Plan (55%); and

c. Cost (30%).

9.5 PAST PERFORMANCE

HHSC 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 HHSC.

HHSC 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, another state, or the federal government.

HHSC, at its sole discretion, may also initiate investigations or examinations of Applicant performance based upon media reports. Any negative findings, as determined by HHSC in its sole discretion, may result in HHSC 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 Comptroller's Vendor Performance Tracking System (VPTS). VPTS may be accessed at:

https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/; or

b. 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 provided by Applicant (*e.g.*, legal name and, if applicable, assumed name (d/b/a), tax identification number, DUNS number) will be used to conduct these checks. At HHSC'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 the following:

a. State of Texas Debarment and Warrant Hold

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

b. 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

c. Divestment Statute Lists

Applicant must not appear on the Comptroller's Divestment Statute Lists found at https://comptroller.texas.gov/purchasing/publications/divestment.php

1. Companies that boycott Israel;
2. Companies with Ties to Sudan;
3. Companies with Ties to Iran;
4. Foreign Terrorist Organizations; and
5. Companies with Ties to Foreign Terrorist Organizations.

d. 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

e. 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.

If the Grantee makes any procurements using grant funds awarded under the Grant Agreement, the Grantee must check SAM Exclusions that contain the names of ineligible, debarred, and suspended parties. The 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.

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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)**, HHSC may apply other considerations such as program policy or other selection factors that are essential to the process of selecting an Application that achieves program objectives.

HHSC will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, and include as applicable: 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 Access and Eligibility Services Deputy Executive Commissioner, or their designee.

10.2 NEGOTIATIONS

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

a. An in-depth discussion of the submitted Application and Requested Budget; and

b. Requests from HHSC 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.

10.3 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 HHSC 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 HHSC a completed, certified and signed Form 1295 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.

Additional instructions and information to be used to process the Form 1295 will be provided by HHSC to the potential Grantee. 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 Form 1295 to HHSC with the signed Grant Agreement, HHSC is prohibited by law from executing a Contract, even if the potential Grantee is otherwise eligible for award. HHSC, as determined in its sole discretion, may award the Grant Agreement to the next qualified Applicant, who will then be subject to this procedure.

10.4 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT

HHSC intends to award one Grant Agreement based on Applicant eligibility and the qualifications set forth in 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, HHSC reserves the right to cancel this RFA, make a partial award, or decline to award any Grant Agreement as a result of this RFA.

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

HHSC may announce tentative funding awards through an "Intent to Award Letter" once the HHSC Access and Eligibility Services Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate 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 as a result of this RFA, HHSC will post a notification of the grant awarded to the HHS Grants RFA website.

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SECTION XI. General Terms and Conditions

11.1 GRANT APPLICATION DISCLOSURE

In an effort to maximize State resources and reduce duplication of effort, HHSC, at its discretion, may require the Applicant to disclose information regarding the Application for or award of State, federal, and 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 (2) years to provide legal assistance and benefits counseling services, and technical assistance and training.

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; 45 CFR §75.330. If there are no such requirements, HHSC encourages Applicant to use HUBs to provide goods and services.

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

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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 the 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:

a. **Mark Original Application**:

   1. 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

   2. 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);

b. **Certify in Original Application – HHS Solicitation**: Certify, in the designated section of the **Exhibit A (HHS Solicitation Affirmations, Version 2.1)**, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

c. **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:

   1. 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);

   2. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and

   3. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the Original Application as required in subsection a(2), 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 2.1), 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, in 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, including HHSC and all other State agencies, without cost or liability.

HHSC 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. HHSC 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. HHSC 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.

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SECTION XIII. Submission Checklist

HHSC, in 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 Addenda will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits and addenda. 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 specified deadline WILL result in disqualification. 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:

a. Forms (to be completed, signed if needed, and submitted in the Application):

1. Form A, Applicant Information and Attachments for Applicant Screening Requirements in Section 3.2 (a. – c.) _____
2. Form B-1, Authorized Officials – Governmental Entity; ***or*** _____
3. Form B-2, Authorized Officials – Nonprofit Entity, if applicable. _____
4. Form C, Narrative Proposal _____
5. Form D, Requested Budget Template (Excel) _____
6. Form E, Administrative Information _____
7. Form F, Internal Controls Questionnaire (signed) _____

b. Exhibits (to be Completed, Signed, and Submitted with Application):

1. Exhibit A, HHS Solicitation Affirmations, Version 2.1 _____

> **** NOTE ** Exhibit A (HHS Solicitation Affirmations, Version 2.1) 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 may be disqualified.**

2. Exhibit D-1, Data Use Agreement – Standard Version; _____

OR

Exhibit D-2, Data Use Agreement – Governmental Entity Version _____

3. Exhibit E, Security and Privacy Inquiry (SPI), Attachment 2 to DUA _____

4. Exhibit H, Assurances – Non-Construction Programs _____

5. Exhibit I, Certification Regarding Lobbying _____

6. Exhibit J, Federal Funding Accountability and Transparency Act (FFATA) Certification _____

7. Exhibit K, Exceptions (if applicable) _____

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

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SECTION XIV. List of Forms and Exhibits Attached to RFA

14.1 FORMS

Form A, Applicant Information and Attachments for Applicant Screening Requirements in Section 3.2 (a. – c.)

Form B-1, Authorized Officials – Governmental Entity, ***or***

Form B-2, Authorized Officials – Non-Profit Entity

Form C, Narrative Proposal

Form D, Requested Budget Template

Form E, Administrative Information

Form F, Internal Controls Questionnaire

14.2 EXHIBITS

Exhibit A, HHS Solicitation Affirmations, Version 2.1

Exhibit B, HHS Uniform Terms and Conditions – Grant, Version 3.0

Exhibit C, Additional Provisions – Grant Funding, Version 1.0

Exhibit D-1, Data Use Agreement – Standard Version, ***or***

Exhibit D-2, Data Use Agreement – Governmental Entity Version

Exhibit E, Security and Privacy Inquiry (SPI), Attachment 2 to DUA

Exhibit F, HHS Online Bid Room Instructions

Exhibit G, Evaluation Tool

Exhibit H, Assurances – Non-Construction Programs

Exhibit I, Certification Regarding Lobbying

Exhibit J, Federal Funding Accountability and Transparency Act (FFATA) Certification

Exhibit K, Exceptions