



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Applications (RFA)

Grant for

Special Services to Persons with Disabilities (SSPD)

RFA No. HHS0012295

DEADLINE FOR SUBMISSION OF APPLICATIONS

May 23, 2023, by 10:30 a.m. Central Time

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**ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND
STATUTORY AUTHORITY**

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), issues this Request for Applications (RFA) to solicit Special Services for Persons with Disabilities (SSPD). SSPD services people of age 18 or older who qualify for Medicaid or meet the Title XX income and resource limits set by HHSC. The goal of the SSPD program is to enable consumers with intellectual and developmental disabilities (IDD) to achieve habilitative or rehabilitative goals. Services shall be provided in accordance with the specifications contained in this RFA and in compliance with the SSPD Grant Agreement requirements.

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

HHS Grant Name	Special Services to Persons with Disabilities (SSPD)
RFA No.	HHS0012295
Deadline for Submission of Applications	May 23, 2023, by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications	April 27, 2023, by 2:00 p.m. Central Time
Estimated Total Available Funding	\$1,260,630.00
Estimated Total Number of Awards	Multiple
Estimated Max Award Amount	\$1,260,630.00
Match Required, if any	Not required
Anticipated Project Start Date	September 1, 2024
Length of Project Period	Three (3) years with two optional one-year renewals totaling five (5) years
Eligible Applicants	The Respondents must be financially solvent and adequately capitalized, authorized to do business in the State of Texas, and the Respondent’s prior history shall be in good standing with the State of Texas and not

	demonstrate limitations, unsatisfactory performance, or significant failure(s) to meet their contractual obligations.
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To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Article VIII, Application Organization and Submission Requirements** and **Article 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, including **Exhibit B, HHS Uniform Terms and Conditions – Grant v3.2** to this RFA for additional definitions.

“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.

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

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

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

“Business Day” means any day (24-hour period) in which HHSC normal business operations are conducted (excludes State holidays and weekends).

“Calendar Day” means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays, and holidays.

“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.

“Consumer” means a member of the target population to be served by the Respondent’s organization. For the purposes of this grant, a consumer is a person who is disabled and requires specialized services.

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

“Equipment” pursuant to 2 CFR § 200.1, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See §200.1 for capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies.

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

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

“HHSC” means the Health and Human Services Commission.

“Indirect Cost” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect Costs represent the expenses of doing business that are not readily identified with the Grant Project responsive to this RFA but are necessary for the general operation of the organization and the conduct of activities it performs.

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

“Key Personnel” means a Respondent’s organization’s Project Contact, Fiscal Contact, Executive Director, and any other key stakeholder in the Proposed Project.

“Procurement Library” means the procurement file or folder that houses additional items to assist the Applicant with program requirements of the Scope of Work.

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

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

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

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

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

“TxGMS” means the Texas Grant Management Standards published by the Texas Comptroller of Public Accounts.

1.3 STATUTORY AUTHORITY

Federal funding for this Grant Project is authorized under the Social Security Act, Title XX, 42 U.S.C., §§ 1397-1397f, and Texas Human Resources Code § 161.071(1) and (3), and in accordance with Texas Administrative Code, Title 40, Part 1, Chapter 58. 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 the System Agency is through the programs listed below.

Federal Grant Program	Title XX, Social Security Act
Federal Awarding Agency	Office of Community Services, Administration for Children and Families, Department of Health and Human Services.
Funding Opportunity No.	2201TXSOSR
Assistance Listing Number and Program Title	93.667

1.4 STANDARDS

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

ARTICLE II. SCOPE OF GRANT PROJECT

2.1 PURPOSE

This funding opportunity invites grant Applications requesting funding for the SSPD. The purpose of this program is to provide financial assistance that enables the Grantee to operate a program of services that benefit Consumers with IDD to achieve habilitative or rehabilitative goals.

The following requirements outline HHSC's needs associated with the SSPD Program:

1. Development of individual service plans for each Consumer based on need and provide services to eligible Consumers;
2. Processes and Procedures associated with Grantee Staff Development, Consumer Case Files and Grantee Records, Complaint Resolution Plan, Invoicing, Contract Monitoring Questionnaire, and Contract Record Retention; and
3. Key Contract Deliverables (i.e., transition, plan of operations, disaster recovery, emergency plan, turnover plan). And key performance requirements.

For all requirements of this RFA, see **Exhibit D, Contract Requirements, Exhibit E, Deliverables, and Exhibit F, Key Performance Requirements (KPR).**

2.2 PROGRAM BACKGROUND

HHSC's mission is to improve the health, safety, and well-being of Texans with good stewardship of public resources. HHSC seeks to obtain one Successful Respondent to provide services to Consumers in the SSPD Program in Regions 03, 04 and 07. HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the Contract requirements and support HHSC's mission and objectives.

SSPD serves people aged 18 or older who qualify for Medicaid or meet the Title XX income and resource limits set by HHSC. The goal of the SSPD program is to enable Consumers with IDD to achieve habilitative or rehabilitative goals.

The SSPD program grant awarded as a result of this Solicitation will be governed by various federal and state statutes and rules, including, and without limitation, Title 40 Texas Administrative Code, Part 1, Chapter 58, Contract to Provide Special Services to Persons with Disabilities. All terms and conditions and the Successful Respondent's Application will be incorporated by reference into the Contract.

2.3 ELIGIBLE POPULATION

SSPD serves people ages 18 or older who qualify for Medicaid or meet the Title XX income and resource limits set by HHSC. Appendix III, Appropriate or Inappropriate Individual Characteristics Special Services to Persons with Disabilities, can be found in **Exhibit O, Procurement Library**.

2.4 ELIGIBLE SERVICE AREAS

The Grantee must, at a minimum, continue to provide SSPD Consumers with current SSPD services in Regions 03, 04, or 07. See List of Services Currently Provided to SSPD Consumers by HHSC Region included in **Exhibit O, Procurement Library**.

The SSPD program currently has a total of 25 Consumers located in the following HHSC Regions:

HHSC Region	County	Current Number of Consumers
Region 03	Dallas	12
Region 04	Bowie	0
Region 07	Travis	13

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.

HHSC may award a Grant Agreement (resulting from this RFA) to multiple Successful Respondents to provide services under the SSPD Program. The Successful Respondent must provide all necessary personnel, supplies, and services, in accordance with the terms identified within the Contract and **Exhibit D, Contract Requirements**.

The Successful Respondent must, at a minimum, continue to provide SSPD Consumers with current SSPD services as described in **Exhibit D, Contract Requirements**. Respondents may submit an Application to provide one or more of the following types of services in one or multiple service areas.

Services provided by this program may include the following:

1. Intensive vocational training in a structured, sheltered workshop environment, including a computer lab;
2. Employment and job skill development (which may include area businesses providing employment and wages for the Consumer, connecting with vocational assistance such as Texas Workforce Commission or Goodwill);
3. Job coaching and post-employment services;
4. Transportation or assistance with using city transportation and/or transporting to and from work or facilities;
5. Life skills training (communication, socialization, problem-solving, health and hygiene, emotional maturity, job readiness);
6. Social and recreational activities;
7. Case management;
8. Money management;
9. Assistance with meals (including nutrition planning and table preparation);
10. Housing and living assistance (assistance with landlords for things such as apartment repairs, applying for benefits such as Supplemental Security Income (SSI), Medicare, or Section 8 housing assistance, and securing reliable transportation for various reasons, e.g., vocational training, doctor appointments);
11. Health and wellness (assistance finding doctors, scheduling medical appointments, walking/exercising, and planning long-term wellness); and
12. Education assistance (assistance applying for additional schooling or training, e.g., GED).

2.6 PROGRAM REQUIREMENTS

To meet the mission and objectives of HHSC and the SSPD Program, Grantees must be in compliance with the requirements of the RFA's **Exhibit D, Contract Requirements**.

2.7 DELIVERABLES

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

a result of this RFA must submit all Deliverables in compliance with **Exhibit E, Deliverables** and **Exhibit F, Key Performance Requirements (KPR)**.

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

2.8 PERFORMANCE MEASURES AND MONITORING

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

Grant Agreement(s) awarded as a result of this RFA are subject to the System Agency's performance monitoring activities throughout the duration of the Grant 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.

Grantees must regularly collect and maintain data that measures the performance and effectiveness of activities under a Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by System Agency. Grantees must submit the necessary information and documentation regarding all requirements, including reports and other Deliverables and will be expected to report on all Key Performance Requirements as outlined in **Exhibit F, Key Performance Requirements (KPR)** and Deliverables as outlined in **Exhibit E, Deliverables**.

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

2.9 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for Grant Agreements with categorical Budgets, Grantee shall submit quarterly FSRs to System Agency by the last Business Day of the month following the end of each State fiscal quarter for System Agency review and financial

assessment. Through submission of a FSR, 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) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Award; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

2.10 FINAL BILLING SUBMISSION

Unless otherwise directed by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice no later than forty-five (45) 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 H, HHS Data Use Agreement (DUA)**, including but not limited to the terms and conditions regarding **Exhibit H-1, Texas HHS System-Data Use Agreement Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

2.12 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to 42 United States Code §1397d(a)(1-10), Title XX Social Security Block Grant funds cannot be used for the following:

1. Purchase or improvement of land or buildings (other than minor remodeling);
2. For the provision of cash payments for costs of subsistence or for the provision of room and board (other than costs of subsistence during rehabilitation, room and board provided for a short term as an integral but subordinate part of a social service or temporary emergency shelter provided as a protective service);
3. Payment of wages of any individual as a social service (other than payment of the wages of welfare recipients employed in the provision of childcare services);
4. Provision of medical care (except for family planning services, rehabilitation services, or initial detoxification of an alcoholic or drug dependent individual) unless the medical care is an integral but subordinate part of an approved social service;

5. Social services (except services to an alcoholic or drug dependent individual or rehabilitation services) provided in and by employees of a hospital, skilled nursing facility, intermediate care facility, or prison to any individual living in such institution;
6. Provision of any educational service that the State generally makes available to its residents without cost and without regard to income;
7. Child daycare services unless such services meet applicable standards of state and local law;
8. Cash payments as a service (except as otherwise provided in this section);
9. Payment for any item or service (other than an emergency item or service) furnished by an individual or entity excluded from participation in the program, or at the medical direction or on the prescription of a physician during the period the physician is excluded from participation in the program; or
10. In a manner inconsistent with the Assisted Suicide Funding Restriction Act of 1997.

ARTICLE 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 Agreement term, if awarded. All requirements apply with equal force to Applicant and, if the recipient of an award, Grantee and its subgrantees or subcontractors, if any.

Each Applicant may only submit one Application in response to the RFA.

3.2 APPLICATION SCREENING REQUIREMENTS

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the evaluation stage. A Solicitation Response must appear realistic in terms of technical commitment, show technical competence, and indicate comprehension of the risk and complexity of a potential contract. In order to be considered an Applicant eligible for evaluation under this RFA, the Applicant must meet the following minimum requirements and must:

1. Be financially solvent and adequately capitalized;

2. Be authorized to do business in the State of Texas;
3. Be in good standing with the State of Texas and not demonstrate limitations, unsatisfactory performance, or significant failure(s) to meet their contractual obligations.

3.3 GRANT AWARD ELIGIBILITY

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

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

3.4 GRANTS FOR POLITICAL POLLING PROHIBITED

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

ARTICLE IV. PROJECT PERIOD AND GRANT TERM

4.1 PROJECT PERIOD

The Initial Grant Agreement resulting from this RFA is anticipated to be effective **September 1, 2024**, and expire **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Grant Agreement.

System Agency, at its sole discretion, may extend this Grant Agreement for any period(s) of time, provided the Grant Agreement term, including all extensions or renewals, does not exceed five (5) years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, 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 System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Grant Agreement rate or rates (if applicable) as modified during the term of the Grant Agreement.

4.2 PROJECT CLOSEOUT

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

ARTICLE V. GRANT FUNDING AND REIMBURSEMENT INFORMATION

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total amount of Federal funding available for the SSPD program is **\$252,126.00** per State Fiscal year, with a projected maximum five-year budget total of **\$1,260,630.00**. It is HHSC's intention to make multiple awards based upon the most qualified Applicant(s) to this RFA.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the Project Period to avoid lapsed funding at the end of the Grant Agreement 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. Grants awarded as a result of this RFA will be funded on a cost-reimbursement basis. Under the cost reimbursement method of funding, the Grantee is required to finance operations with its own working capital. Grant payments from HHSC

will reimburse the Grantee for actual cash disbursements supported by adequate documentation.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

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

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

5.3 GRANT FUNDING PROHIBITIONS

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

1. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
4. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
5. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
6. 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 program's purpose;
7. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
8. 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;
9. Membership dues for individuals;

10. Any expense or service that is readily available at no cost to the Grant Project;
11. Any activities related to fundraising;
12. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR § 200.439;
13. Any other prohibition imposed by federal, State, or local law; and
14. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

5.4 COST SHARING OR MATCHING REQUIREMENTS

Match is defined as the non-federal share of costs the Grantee is required to contribute to accomplish the purpose of the Grant Project. Match must be treated consistently with grant funds and used only for allowable and allocable purposes.

The SSPD grant project will not require cost sharing or matching.

5.5 PAYMENT METHOD

HHSC will reimburse the Grantee in accordance with Texas Government Code Chapter 2251 for allowable costs for services performed satisfactorily and 40 TAC, Part 1, Chapter 49, Subchapter C, § 49.311, Claims Payments. HHSC will reimburse costs based on actual expenses incurred that are invoiced in accordance with regulations and supported by adequate documentation. All incurred expenses for which an invoice for payment is submitted must also be reported in a Grantee Expenditure Report submitted to HHSC in accordance with the Expenditure Report requirements of this Contract.

HHSC measures satisfactory performance of this Contract based on:

1. Grantee's adherence to the Contract and success in meeting the Key Performance Requirements in Key Performance Requirements;
2. Results of independent audit reports; and
3. Grantee's timely, complete, and accurate performance of the requirements set forth in the Statement of Work and the Contract Deliverables listed in Contract Deliverables.

The resulting Contract from this procurement will be funded on a cost-reimbursement basis. Under the cost reimbursement method of funding, the Grantee is required to finance operations with its own working capital. Grant payments from HHSC will reimburse the Grantee for actual cash disbursements supported by adequate documentation.

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Grantee under any Grant Agreement. The Project is subject to appropriations and to the continuing availability of funds. The Grantee shall have no expectation of additional or continued funding.

ARTICLE VI. APPLICATION EXHIBITS AND FORMS FOR SUBMISSION

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

6.1 NARRATIVE PROPOSAL

Using **Form D, Narrative Proposal** attached to this RFA, Applicants shall provide an executive summary and describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Article II, Scope of Grant Project**, including the Respondent's approach to meeting the timeline and associated milestones for providing Contract requirements listed in **Exhibit D, Contract Requirements**. Applicants shall identify all proposed tasks to be performed, including all Project activities, during the Grant Project Period. Respondents must also include all Deliverables and Contract Key Performance Requirements (KPRs) requested under **Article II, the Scope of Grant Project** of this RFA, and a plan of operation that meets the requirements specified in **Exhibit D, Contract Requirements, Section 14, Plan of Operation**. HHSC's expectations are for the Respondent to provide a clear and concise proposal.

6.2 EXPENDITURE PROPOSAL

Attached is **Exhibit G, Expenditure Proposal Template**. This template is used for submitting the Requested Budget. Applicants must develop the Requested Budget to support their Proposed Project in alignment with the requirements described in this RFA. See **Exhibit O, Procurement Library** for Expenditure Proposal Instructions and Examples.

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 if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in accordance with relative benefits

received. See 2 CFR Part 200.403 or TxGMS Cost Principles, Basic Considerations (pgs. 32-33) for additional information related to factors affecting the allowability of costs.

Applicants must utilize the budget template provided, **Exhibit G, Expenditure Proposal Template**, and identify all budget line items and matching costs. Budget categories must be broken out into specific budget line items that allow the System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the budget tables and explain why the cost is necessary and how the cost was established. See **Exhibit O, Procurement Library** for Appendix XI Allowable and Non-Allowable Expenditures.

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

Submission of Exhibit G, Expenditure Proposal 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 Respondent must provide the total amount of indirect costs, if any. If no indirect costs are requested, enter "none." The Respondent 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. A Respondent without an indirect cost rate letter can use a ten percent (10%) rate until such letter is provided to HHSC.

1. Prior to award, a Successful Respondent 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 entities to pick an indirect cost rate option:
 - a. Decline indirect costs;
 - b. Request the de minimis rate;
 - c. Submit a federally approved rate;
 - d. Submit an approved rate agreement from another state agency; or
 - e. Request to negotiate a rate agreement directly with the HHS Indirect Cost Rate Group.
2. Costs will be reviewed for compliance with TxGMS and 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.
3. For more information on indirect cost rates, visit <https://www.hhs.texas.gov/doing-business-hhs/grants/indirect-cost-rates>.

Respondent must enter costs included in the expenditure proposal into budget tables and support them with narrative descriptions of the need for the requested cost and a calculation demonstrating how the cost was derived.

6.4 ADMINISTRATIVE APPLICANT INFORMATION

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

1. Litigation and Contract History

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

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See **Exhibit A, HHS Solicitation Affirmations v2.3**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

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

2. Contract Monitoring Questionnaire

Applicant must complete **Form C, Contract Monitoring Questionnaire** no later than 20 days after Grant Agreement execution.

The remainder of this page is left blank intentionally.

ARTICLE 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 24, 2023
Applicant Webinar/Conference Attendance is Optional	April 26, 2023, at 10:00 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarification	April 27, 2023, by 2:00 p.m. Central Time
Tentative Date Answers to Questions or Requests for Clarification Posted	On or after May 4, 2023
Deadline for Submission of Applications NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.	May 23, 2023, by 10:30 a.m. Central Time
Anticipated Notice of Award	August 1, 2024
Anticipated Project Start Date	September 1, 2024

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

All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission of Applications will be

published by posting an Addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission of Applications, 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 [website](#). 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: Amy Pearson

Title: Grant Specialist, HHSC Procurement and Contracting Services

Email: amy.pearson@hhs.texas.gov

Applicants shall not use this e-mail address for submission of an Application. Follow the instructions for submission as outlined in Article 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 Agreement 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 System 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 OR REQUESTS FOR CLARIFICATION

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

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

1. RFA number;
2. Section or paragraph number from this solicitation;
3. Page number of this solicitation;
4. Exhibit or other attachment and section or paragraph number from the exhibit or other attachment;
5. Page number of the exhibit;
6. Language, topic, section heading being questioned; and
7. Question.

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

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

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

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

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 or Requests for Clarification. Each Applicant submits its Application at its own risk.

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

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

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

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

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

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

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

No exception, nor any other term, condition, or provision in an Application that differs, varies from, or contradicts this RFA, will be considered to be part of any Grant Agreement

resulting from this RFA unless expressly made a part of the Grant Agreement in writing by the System Agency.

7.8 APPLICANT WEBINAR CONFERENCE

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

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 7.2, Sole Point of Contact**, at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by HHSC.

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

WEBINAR INFORMATION:

The conference will be held through GoToWebinar, which may be accessed at:
<https://attendee.gotowebinar.com/register/909602208208798302>

Webinar Instructions:

1. Enter Webinar ID: 768-287-056
2. Enter Attendee's business email
3. To register, the participants must have the following information ready:
 - a. First and last name of each attendee/registrant;
 - b. E-mail address for the attendee/registrant;
 - c. Applicant's legal name; and
 - d. Job title of attendee/registrant.

The remainder of this page is left blank intentionally.

ARTICLE VIII. APPLICATION ORGANIZATION AND SUBMISSION REQUIREMENTS

8.1 APPLICATION RECEIPT

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

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

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

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

8.2 APPLICATION SUBMISSION

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

8.3 REQUIRED SUBMISSION METHOD

1. 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 the approved methods identified below. Applications submitted by any other method (e.g. facsimile, email) will not be considered and will be disqualified.
2. **Submission Option #1 HHS Online Bid Room:** Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit I, HHS Online Bid Room**. **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 **Exhibit G, Expenditure Proposal 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**, in a Portable Document Format (“.pdf”) file.
3. **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 **Exhibit G, Expenditure Proposal 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**. 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.”

Applicant must deliver an Application submitted via USB by one of the methods below.

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

Sealed packages must be clearly labeled with the following:

RFA No:	HHS0012295
RFA TITLE	Special Services to Persons with Disabilities (SSPD)
DEADLINE FOR SUBMISSION OF APPLICATIONS	May 23, 2023, by 10:30 a.m. Central Time
SOLE POINT OF CONTACT’S NAME:	Amy Pearson
APPLICANT’S NAME:	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 above. No HHS agency will be responsible or liable for any damage.

8.4 COSTS INCURRED FOR APPLICATION

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

8.5 APPLICATION COMPOSITION

All Applications must:

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

8.6 APPLICATION ORGANIZATION

The complete Application file pdf must:

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

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

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

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

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

ARTICLE IX. APPLICATION SCREENING AND EVALUATION

9.1 OVERVIEW

A three-step selection process will be used:

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

9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

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

At the sole discretion of HHSC, 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 v.2.3**, or **Exhibit G, Expenditure Proposal 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

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

9.4 EVALUATION CRITERIA

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

Scoring Criteria: Qualified Applications shall be evaluated based upon:

1. Qualifications/Experience (10%);
2. Performance Requirements/Deliverables (60%); and
3. Expenditure Proposal (30%).

9.5 PAST PERFORMANCE

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

System Agency may examine Applicant’s past performance which may include, but is not limited to, information about Applicant provided by any governmental entity, whether an

agency or political subdivision of the State of Texas, another state, or the federal government.

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

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

1. Notices of termination;
2. Cure notices;
3. Assessments of liquidated damages;
4. Litigation;
5. Audit reports; and
6. 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:

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

9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

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

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, Unique Entity Identifier (“UEI”, a unique identifier created via SAM.gov, which replaces the previously used DUNS) provided by Applicant will be used to conduct these checks. At System Agency’s sole discretion, Applicants found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this solicitation, pending satisfactory resolution of all compliance issues.

Checks include:

1. State of Texas Debarment and Warrant Hold

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

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

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

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

3. Divestment Statute Lists

Applicant must not be listed on the Divestment Statute Lists provided by CPA, which may be accessed at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

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

4. HHS Office of Inspector General

Applicant must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as a provider: <https://oig.hhsc.state.tx.us/oigportal2/Exclusions>.

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

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

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

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

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

ARTICLE X. AWARD OF GRANT AGREEMENT PROCESS

10.1 FINAL SELECTION

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

1. Applicants Qualifications;
2. Years of Experience; and
3. Best Value.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, and other relevant factors.

All funding recommendations will be considered for approval by the HHSC Community Services Deputy Executive Commission, or their designee.

10.2 NEGOTIATIONS

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

1. An in-depth discussion of the submitted Application and requested Budget; and
2. Requests from the System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application. These clarifications and additional details, as required, must be submitted in writing by Applicant as finalized during the negotiation.

10.3 DISCLOSURE OF INTERESTED PARTIES

Subject to certain specified exceptions, Section 2252.908 of the Texas Government Code, Disclosure of Interested Parties, applies to a Grant Agreement 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 Grant Agreement may be signed; or is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code.

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

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and

signed Form 1295, Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The online 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 the System Agency to the potential Grantee(s). Grantee may contact Sole Point of Contact or designated contract manager for information needed to complete Form 1295.

If the potential Grantee does not submit a completed, certified and signed TEC Form 1295 to the System Agency with the signed Grant Agreement, the System Agency is prohibited by law from executing a Grant Agreement, even if the potential Grantee is otherwise eligible for award. The System Agency, 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(S)

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

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

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

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

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

ARTICLE XI. GENERAL TERMS AND CONDITIONS

11.1 GRANT APPLICATION DISCLOSURE

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

11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

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

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

ARTICLE XII. APPLICATION CONFIDENTIAL OR PROPRIETARY INFORMATION

12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS

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

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

1. Mark Original Application:

- a. Mark the Original Application, at the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and
 - b. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Application);
2. **Certify in Original Application – HHS Solicitation Affirmations:** Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations v.2.3**, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and
3. **Submit Public Information Act Copy of Application:** Submit a separate “Public Information Act Copy” of the Original Application (in addition to the original and all copies otherwise required under the provisions of this RFA). The Public Information Act Copy must meet the following requirements:
- a. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font);
 - b. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and
 - c. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (3) of this section must be identical to those set forth in the Original Application as required in Subsection 1(b), above. The only difference in required markings and information between the Original Application and the “Public Information Act Copy” of the Application will be redactions – which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Application.

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations v.2.3, 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 of Texas, including the System Agency and all other State agencies, without cost or liability.

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

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

12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

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ARTICLE 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, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include **Exhibit A, HHS Solicitation Affirmations v.2.3** (completed and signed), and **Exhibit G, Expenditure Proposal** (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.

This Submission Checklist identifies the documentation, forms and exhibits that are required to be submitted as part of the Application. The Application must be organized in the order below and include each required section and the forms and exhibits identified within a section:

1. Administrative Information

- a. Form A, Applicant Information _____
- b. Form B, Administrative Information _____
- c. Form C, Contract Monitoring Questionnaire _____

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

- a. Form D, Narrative Proposal _____

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

- a. Exhibit H, HHS Data Use Agreement (version 8.5) _____
- b. Exhibit H-1, Texas HHS System- Data Use Agreement Attachment 2
Security and Privacy Inquiry (SPI) _____
- c. Exhibit G, Expenditure Proposal Template _____
This Requested Expenditure Proposal Template is mandatory and must be submitted with the Application, in the original format (Excel), for the Application to be considered responsive. Applications received without the completed Requested Budget Template will be disqualified.
- d. Exhibit A, HHS Solicitation Affirmations v2.3 _____

Exhibit A is mandatory and must be completed, signed and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A may be disqualified.

- e. Exhibit K, Assurances – Non-Construction Programs _____
- f. Exhibit L, Certification Regarding Lobbying _____
- g. Exhibit M, Federal Funding Accountability and Transparency Act
(FFATA) Certification Form _____
- h. Exhibit N, Exceptions Form _____

4. Addenda:

Each Addendum, if any, must be signed and submitted with the Application. _____

**ARTICLE XIV. LIST OF EXHIBITS AND FORMS ATTACHED TO
RFA**

EXHIBITS

Exhibit A	HHS Solicitation Affirmations (version 2.3)
Exhibit B	HHS Uniform Terms and Conditions – Grant (version 3.2)
Exhibit C	HHS Additional Provisions-Grant Funding Version 1.0
Exhibit D	Contract Requirements
Exhibit E	Deliverables
Exhibit F	Key Performance Requirements (KPR)
Exhibit G	Expenditure Proposal Template
Exhibit H	HHS Data Use Agreement v.8.5
Exhibit H-1	Texas HHS System-Data Use Agreement-Attachment 2 Security and Privacy Inquiry (SPI)
Exhibit I	HHS Online Bid Room
Exhibit J	Evaluation Tool
Exhibit K	Assurances – Non-Construction Programs
Exhibit L	Certification Regarding Lobbying
Exhibit M	Federal Funding Accountability and Transparency Act (FFATA) Certification
Exhibit N	Exceptions Form, if applicable
Exhibit O	Procurement Library

FORMS

Form A	Applicant Information
Form B	Administrative Information
Form C	Contract Monitoring Questionnaire
Form D	Narrative Proposal