



# TEXAS

## Health and Human Services

*Cecile E. Young, Executive Commissioner*

*Request for Applications (RFA)*

*Grant for*

**Texas Veterans + Family Alliance Grant Program**

**RFA No. HHS0012340**

**DEADLINE FOR SUBMISSION OF APPLICATIONS**

*December 19, 2022 by 10:30 a.m. Central Time*

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## Article I. Executive Summary, Definitions, and Statutory Authority

### 1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC), the System Agency, is accepting Applications for the Texas Veterans + Family Alliance Grant Program (TV+FA Grant Program). Through the TV+FA Grant Program, HHSC will award grant funds to Applicants representing community collaborations to provide behavioral health treatments and services to veterans and their families.

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

Grant Name:	Texas Veterans + Family Alliance Grant Program (TV+FA Grant Program)
RFA No.:	HHS0012340
Deadline for Submission of Applications:	December 19, 2022 at 10:30 a.m.
Deadline for Submitting Questions or Requests for Clarifications:	November 11, 2022 by 5:00 p.m.
Estimated Total Available Funding:	\$10,000,000.00 per State fiscal year, and \$50,000,000.00 for the procurement term
Estimated Total Number of Awards:	Twenty-five (25)
Estimated Max Award Amount:	No maximum
Match Required, if any:	Fifty percent (50%) or One Hundred percent (100%) of the value of State funds awarded based on service area population as outlined in Section 5.4 below
Anticipated Project Start Date:	September 1, 2023
Length of Project Period:	Two (2) State fiscal years

Eligible Applicants:	Applicants must be a nonprofit organization or a governmental entity and must be in good standing and eligible to conduct business in Texas at the time of Application submission and throughout the procurement term.
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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 for 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.

“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” or “Grant Application” means all documents the Applicant submits in response to this RFA, including all required forms and exhibits.

“Behavioral Health Services” means programs or services concerned with research, prevention, and detection of mental disorders and disabilities, and all services necessary to treat, care for, control, supervise, and rehabilitate persons who have a mental disorder or disability, including persons whose mental disorders or disabilities result from alcoholism or drug addiction.

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

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

“Client” means the veteran(s) and their families to be served through the Grant Project as described by the Applicant in the Grant Application in response to this RFA.

“Community Collaborative” means the Applicant and any Partner Organizations which enter into a Community Formal Agreement(s) or a conditional formal agreement(s) to meet the needs of the Grant Project Clients, led by the Applicant. The Community Collaborative may include, but is not limited to, federal, state, and local government entities, nonprofit entities, and local businesses. Community Collaboratives shall not include entities which do not directly provide the services, treatments, and coordination for Transition Support Services required as part of the Grant Project. A Community Collaborative must consist of at least one Partner Organization.

“Community Formal Agreements” means a contract, including a Memorandum of Agreement or Memorandum of Understanding, between the Applicant and a Partner Organization which creates the Community Collaborative and may be conditioned upon the formal award of a Grant Agreement between HHSC and the Applicant. A letter of commitment is acceptable documentation of the intent to enter into a Community Formal Agreement for this RFA, and it will be required that the Grantee will enter into one of the formal types of contracts listed above.

“Core Services” means the services outlined in Section 2.5.

“Cost Reimbursement” means a payment method in which a Grantee is reimbursed for costs that are reasonable, allowable, and allocable in accordance with the contract terms and consistent with the Grant Project Budget approved by HHSC.

“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.

“Expenditure and Match Report” means a required monthly report which includes expenses the Grantee incurred and paid for during a reporting period; the amount and type of Match contributed by the Grantee or its Partner Organizations during the reporting period; and the amount of reimbursement requested from the System Agency by the Grantee for expenses incurred and Match contributed for the reporting period reimbursed from state funds and Matching funds expended during that reporting period.

“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.

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

“Grantee” means the party receiving funds under any Grant Agreement awarded under this RFA.

“Health and Human Services (HHS) Grant Website” means the electronic marketplace where HHSC Grant opportunities are located. The HHS website may be accessed at <https://apps.hhs.texas.gov/pcs/rfa.cfm>.

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

“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.

“Internal Controls” means the mechanisms, rules, and procedures implemented by an entity to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud.

“Match” is the non-federal and/or non-State share of costs the Grantee is required to contribute to accomplish the purpose of the Grant Project.

“Military-related Trauma(s)” means traumatic experiences, which are directly related to military service during periods of peacetime and/or combat operations, resulting in symptoms and behaviors which disrupt the lives and relationships of veterans and their families. Military-related Trauma(s) may include but are not limited to: Post-traumatic Stress Disorder (PTSD), Traumatic Brain Injury (TBI), Military Sexual Trauma (MST), and Moral Injury (MI).

“Partner Organization” means a member of a Community Collaborative, as identified by formal agreement with the Applicant, which provides reportable behavioral health treatments and services in direct support of the Grant Project.



“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.

“The Texas Veterans + Family Alliance Grant Program” means the program associated with this RFA. May also be referred to as TV+FA Grant Program.

“Transition Support Services” means activities or services that assist with persons transitioning between or remaining engaged in Behavioral Health Services offered outside the Community Collaborative, which meet the unique needs of veterans and their families and which are not Behavioral Health Services or treatments of the Grant Project.

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

### **1.3 STATUTORY AUTHORITY**

The System Agency is requesting Applications under Texas Government Code, Chapter 531, § 531.0992 (Grant Program for Mental Health Services for Veterans and their Families). All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

### **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).

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## **Article II. Scope of Grant Project**

### **2.1 PURPOSE**

This funding opportunity invites Grant Applications requesting funding for the TV+FA Grant Program. The program's purpose is to provide community-based, sustainable, evidence-based and accessible Behavioral Health Services to veterans and their families.

The goals of the TV+FA Grant Program are to:

- A. Expand availability of Behavioral Health Services and treatments for veterans and their families;
- B. Increase access to Behavioral Health Services and treatments for veterans and their families; and
- C. Enhance delivery of existing Behavioral Health Services and treatments for veterans and their families.

### **2.2 PROGRAM BACKGROUND**

The TV+FA Grant Program empowers Community Collaboratives to meet the behavioral health needs of veterans and their families across Texas and remove barriers to treatment. Grant funds serve as a catalyst for Community Collaboratives to develop and sustain coordinated service delivery systems that continue to operate beyond the Grant Agreement.

### **2.3 ELIGIBLE POPULATION**

The eligible population to be served under this RFA consists of individuals who are veterans and family members of veterans.

### **2.4 ELIGIBLE SERVICE AREAS**

Applicants must identify each Texas county it intends to serve. Applicants may provide services within any Texas county if determined necessary during the Grant term.

### **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.

The primary focus of the RFA is providing the following Core Services to veterans and their families. Not all Core Services are required, but Applicants must make a combination of primary and secondary services available.

Primary services are evidence-based therapies and treatments and may include, but are not limited to:

- A. Peer support services;
- B. Counseling services;
- C. Medication services; and
- D. Suicide prevention services.

Secondary services are directly related to a veteran or his or her family member accessing the primary services listed above and may include, but are not limited to:

- A. Childcare;
- B. Transportation;
- C. Navigation;
- D. Military-informed care training;
- E. Coordinated referral;
- F. Shared data systems; and
- G. Coordinated case management.

## 2.6 PROGRAM REQUIREMENTS

All Grant Projects funded under this RFA must meet the following program requirements:

### A. Services

Grantee must deploy a new or enhance an existing community-based program supporting the delivery of following service types, which must be tailored to specific Military-related Trauma(s) experienced by veterans and their families of various cultures, races, ethnic backgrounds, and religions:

1. Core Services (*i.e.*, a combination of primary and secondary services); and
2. Transition Support Services.

### B. Subcontracting

If Grantee subcontracts for services, Grantee must:

1. Contract/procure services in a method following the Grantee's own written policies and consistent with all State and Federal laws including TxGMS;
2. Pass Grant requirements to subcontractors, as appropriate; and
3. Maintain policies and procedures for the administration and financial oversight of subcontracts.

### C. Data System Requirements

1. Grantee must have the ability to use a database or data system identified and provided by HHSC as follows:
  - a. Grantee must have appropriate Internet access and an adequate number of computers of sufficient capability to use the HHSC-provided database or data system to report data to HHSC;
  - b. Grantee's network monitoring must include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs),

- Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP);
- c. Grantee must maintain responsibility for local end-user procedures and is responsible for data back-up, restore and contingency planning functions for all local data;
  - d. Grantee must designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that user accounts are current (*i.e.*, access is created and disabled based on staffing changes);
  - e. Grantee must ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements;
  - f. Grantee must develop and maintain a written security policy that ensures adequate system security and protection of confidential information;
  - g. Grantee must notify HHSC immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way;
  - h. Grantee must develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into a database or data system;
  - i. Grantee must submit data that is true, accurate, and complete at the time of submission; and
  - j. Grantee must complete a Security Administrator Attestation & Authorized Users List, confirming Grantee has reviewed the names of agency employees who have access to database systems that may be used in conducting business with HHSC, and Grantee has removed access to users who are no longer authorized to access secure data.
2. In its sole discretion, HHSC may limit or deny Grantee's access to the database or data system at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.
  3. HHSC will provide support for the database or data system, including at a minimum the following assistance:
    - a. Problem tracking and problem resolution;
    - b. Provision of telephone numbers for Grantee to access expert assistance with resolving problems related to the HHSC-provided database or data system; and
    - c. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.

## 2.7 REQUIRED REPORTS

The System Agency will monitor Grantee’s performance, including, but not limited to, through 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 the following reports by the noted due dates, which are based on the State fiscal year beginning September 1st and ending August 31st:

<b>REPORT</b>	<b>DUE DATE</b>
Statewide Behavioral Health Coordinating Council (SBHCC) Reports – Semi-Annually	On or before March 30th and September 30th each State fiscal year
Performance Measures Report – Quarterly	On or before the 30th calendar day following the end of the State fiscal quarter being reported
Project Expenditure and Match Report – Monthly	On or before the 15th calendar day following the end of the month being reported
Financial Status Report – Quarterly	On or before the 30th calendar day following the end of the State fiscal quarter being reported
Final Close-out Invoice	Not later than forty-five (45) calendar days following the end of the procurement term.
Categorical Budget – Annually	On or before thirty (30) calendar days prior to the start of each State fiscal year.

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 quarterly on a select number of the following measures:

<b>OUTPUTS</b>	
<b>1. INDIVIDUALS SERVED (UNDUPLICATED)</b>	Percentage of unique participants that have received a minimum of one grant-funded service within the fiscal year.
<b>2. PARTICIPANT RETENTION</b>	Percentage of participants staying enrolled in the program or who have completed the program.
<b>3. PROGRAM COMPLETION</b>	Percentage of participants exiting the program having received the intended service dosage.
<b>4. BED UTILIZATION RATE</b>	Percentage of bed days utilized.
<b>5. TRAININGS (CONDUCTED)</b>	Percent of behavioral health related trainings conducted during the fiscal year.
<b>6. TRAINING (PARTICIPATION)</b>	Percent of participants that attended a behavioral health related training during the fiscal year.
<b>7. TRAINING (SATISFACTION)</b>	Percent of behavioral health related training participants reporting satisfaction with training.
<b>8. SUPPORT GROUPS (CONDUCTED)</b>	Percent of behavioral health related support groups conducted during the fiscal year.
<b>9. COMMUNITY EDUCATION EVENTS</b>	Percent of behavioral health related community education events conducted during the fiscal year.
<b>10. JAIL DIVERSION</b>	Percent of participants diverted from jail through encounter-based service during the fiscal year.
<b>11. CONNECTED TO TREATMENT</b>	Percent of participants connected to treatment through encounter-based service during the fiscal year.
<b>12. HIGH UTILIZER COUNT</b>	Percent of participants identified as high utilizers of encounter-based services during the fiscal year.

**13. INTAKE ENCOUNTERS**

Percentage of unique participants who received an assessment, intake, one-time service, or service routing within the fiscal year.

**OUTCOMES****1A. SYMPTOM IMPROVEMENT: DEPRESSION**

Percentage of participants who had an improvement in depression symptoms after receiving the intended service dosage during the fiscal year.

**1B. SYMPTOM IMPROVEMENT: ANXIETY**

Percentage of participants who had an improvement in anxiety symptoms after receiving the intended service dosage during the fiscal year.

**1C. SYMPTOM IMPROVEMENT: SCHIZOPHRENIA**

Percentage of participants who had an improvement in schizophrenia symptoms after receiving the intended service dosage during the fiscal year.

**1D. SYMPTOM IMPROVEMENT: PTSD**

Percentage of participants who had an improvement in PTSD symptoms after receiving the intended service dosage during the fiscal year.

**2. IMPROVED ACTIVITIES OF DAILY LIVING**

Percentage of participants who show an improvement in the ability to complete day-to-day tasks after receiving the intended service dosage during the fiscal year.

**3. RESILIENCY**

Percentage of participants who show an improvement in the ability to overcome challenges as they arise after receiving the intended service dosage during the fiscal year.

**4. QUALITY OF LIFE**

Percentage of participants that show improved satisfaction with their life after receiving the intended service dosage during the fiscal year.

**5. SOCIAL SUPPORTS**

Percentage of participants that have improved relationships and/or connections to community that offer support after receiving the intended service dosage during the fiscal year.

**6A. RATE REDUCTION: HOSPITALIZATION**

Rate of hospitalizations for mental health or substance use of participants while enrolled in the program during the fiscal year.

**6B. RATE REDUCTION | EMERGENCY ROOM USE**

Rate of unique emergency room visits for mental health or substance use by participants while enrolled in the program during the fiscal year.

**6C. RATE REDUCTION | ARRESTS/JAIL BOOKINGS**

Rate of arrests OR exact Matches on Daily Jail Match Report while enrolled in the program during the fiscal year.

**7A. PREVENTION: ARRESTS**

Percentage of participants not arrested OR with exact Matches on Daily Jail Match Report while enrolled in the program during the fiscal year.

<b>7B. PREVENTION: IMMEDIATE HOSPITAL READMISSION</b> Percentage of participants not readmitted to hospital for mental health or substance use within 30 days of discharge during the fiscal year.
<b>7C. PREVENTION: RETURN TO HOMELESSNESS</b> Percentage of participants that did not return to homelessness within 12 months of program exit.
<b>7D. PREVENTION: REDUCED TIME IN A HOSPITAL, JUSTICE AND/OR HOMELESS SETTING</b> Percentage of participants that show a reduced amount of time in a hospital, justice, administrative segregation, and/or homeless setting during the fiscal year.
<b>8A. EMPLOYMENT: OBTAINING</b> Percentage of participants with the goal of employment that obtain paid work during the fiscal year.
<b>8B. EMPLOYMENT: MAINTAINING</b> Percentage of participants who maintain paid work while completing the program during the fiscal year.
<b>9. HOUSING STABILITY</b> Percentage of participants who will show improved housing stability at time of exit from program during the fiscal year.
<b>10A. ACADEMIC PROGRESS: ATTENDANCE</b> Percentage of participants that show improvement in attendance while enrolled in an academic setting during the fiscal year.
<b>10B. ACADEMIC PROGRESS: BEHAVIOR</b> Percentage of participants that show improvement in behavior while enrolled in an academic setting.
<b>10C. ACADEMIC PROGRESS: GRADES</b> Percentage of participants that show improvement in grades while enrolled in an academic setting.
<b>11. IMPROVED COMPETENCY</b> Percentage of participants whose competency is restored after receiving competency restoration services, during the fiscal year.

<b>DEMOGRAPHICS</b>		
Gender	Age	Education
Race	Student	Military branch
Ethnicity	Employment status	Military discharge status
Veteran status	Household income	

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 on or before the 30th calendar day following the end of the State fiscal quarter being reported 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 not 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 C, Data Use Agreement (DUA)**, including but not limited to the terms and conditions regarding **Exhibit D, DUA Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

If Applicant has a previously approved DUA with HHSC (e.g. UT System or Community Centers as defined in Texas Health and Safety Code, Chapter 534), HHSC may substitute that DUA for the **Exhibit C, Data Use Agreement** at the time of award.

## 2.12 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

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

- A. In each Grant Agreement with a unit of local government, grant funds appropriated under the General Appropriations Act will be expended subject to limitations and reporting requirements similar to those provided by:
  1. Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);
  2. §§556.004, 556.005, and 556.006, Government Code; and
  3. §§2113.012 and 2113.101, Government Code.

- B. In this section, "unit of local government" means:
1. a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;
  2. a local workforce development board; or
  3. a community center as defined by Health and Safety Code, §534.001(b).

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### **Article III. Applicant Eligibility Requirements**

To be eligible for award under this RFA, an Applicant must be a governmental entity or a nonprofit organization. A governmental entity is an “agency” as defined in Texas Government Code Chapter 771.002 or a “local government” as defined in Texas Government Code Chapter 791.003. Nonprofit organizations are entities that have obtained a federal income tax exemption under Internal Revenue Code (IRC) Title 26 USC Subtitle A, Chapter 1, Subchapter F, Part 1, Sections 501(c)(3), (4), (8), (10) or (19). Additionally, an Applicant is not eligible for award if Applicant is listed as a Partner Organization of or within any other Application submitted in response to this RFA.

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

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

Each Applicant may only submit one 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. Application is received by the published deadline.
- B. Application is complete and includes all attachment, exhibits, forms, and addenda.
- C. Application is signed by Applicant’s authorized representative.
- D. Applicant is a nonprofit organization or a governmental entity.
- E. Applicant is eligible to conduct business in Texas.

#### **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 Texas Secretary of State and the Texas Comptroller of Public Accounts;
- 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 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.

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## Article IV. Project Period and Grant Term

### **4.1 PROJECT PERIOD**

The Project Period is anticipated to be **September 1, 2023**, through **August 31, 2025**.

### **4.2 GRANT TERM**

The anticipated initial award period is **September 1, 2023**, through **August 31, 2025**. At the sole discretion of HHSC, and contingent on the continued availability of funds appropriated by the Texas Legislature. HHSC may renew a grant issued under this RFA without re-procurement through **August 31, 2028**.

**Extension of Project Period:** HHSC may, at its sole discretion, extend the Project Period for up to one (1) year to allow for the full expenditure of awarded funding. No additional grant funds will be awarded during the grant extension period.

### **4.2 PROJECT CLOSEOUT**

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

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## Article V. Grant Funding and Reimbursement Information

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

The total amount of State funding available for the TV+FA Grant Program is **\$50,000,000.00** for the entire Grant Term. It is the System Agency's intention to make multiple awards to Applicants that successfully demonstrate the ability to provide community-based, sustainable, evidence-based, and accessible Behavioral Health Services to veterans and their families.

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. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

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

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

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

### **5.3 GRANT FUNDING PROHIBITIONS**

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

- A. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- B. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- C. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
- D. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- E. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;

- F. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
- G. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the 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 expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR § 200.439;
- M. Any other prohibition imposed by federal, State, or local law; and
- N. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

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

Applicants receiving Grant Agreements under this RFA must contribute non-state and non-federal funding as cost sharing or Match in the following manner:

- A. If the Grant Project serves one or more counties, and the population of each county is less than 250,000, Applicant's cost sharing or Match amount must be no less than fifty percent (50%) of the value of State funds awarded; or
- B. If the Grant Project serves one or more counties, and any county has a population of 250,000 or greater, Applicant's cost sharing or Match amount must be no less than one hundred percent (100%) of the value of State funds awarded.

Population figures must be consistent with the Texas Demographic Center, Texas Population Projections Program, which is incorporated by reference and posted at <https://demographics.texas.gov/Data/TPEPP/Projections/>.

Match is defined as the non-State 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. All cost sharing or Matching funds and contributions must meet all the following criteria:

- A. Are verifiable from the Grantee's records;
- B. Are not included as contributions for any other State or federal award;
- C. Are necessary and reasonable for accomplishment of Grant Project objectives;

- D. Are allowable under the Grant Agreement;
- E. Are not paid by the State or federal government; and
- F. Are provided for in the approved Grant Project Budget.

**Donations:** The value of donated services may be used to meet cost sharing or Matching requirements. If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation. If a third party donates the use of Equipment or space in a building, but retains title, the contribution will be valued at the fair rental rate of the Equipment or space. If a third party donates Equipment, building, or land, and title passes to Grantee, the treatment of the donated property will be determined based on TxGMS, Cost Sharing or Matching Section.

## **5.5 PAYMENT METHOD**

Grant Agreement(s) awarded under this RFA will be funded on a Cost Reimbursement basis for reasonable, allowable and allocable Grant Project 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 or quarterly basis, or whatever is appropriate to the grant] and supported by adequate documentation. No additional payments will be rendered unless an advanced payment is approved.

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## Article VI. Application Forms and Exhibits 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 **Forms D-I** 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**.

### 6.2 REQUESTED BUDGET

Attached **Form C, Expenditure and Match Proposal**, 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 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 § 200.403 or 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 C, Expenditure and Match Proposal**, and identify all Budget line items and Matching costs. Budget categories must be broken out into specific Budget line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the Budget tables and explain why the cost is necessary and how the cost was established. Matching funds must also be identified in the requested Budget.

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 Form C, Expenditure and Match Proposal, 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

Applicants must have an approved Indirect Cost Rate (ICR) or request the de minimis rate to recover Indirect Costs. All Applicants that do not have an approved ICR are required to complete and submit an HHS System Indirect Cost Rate Questionnaire, which is incorporated by reference and can be found using the following link <https://www.hhs.texas.gov/business/grants/indirect-cost-rates>. The questionnaire initiates

the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable Grant Agreements. Entities declining the use of Indirect Cost cannot recover Indirect Costs on any System Agency award or use unrecovered Indirect Costs as Match.

HHS typically accepts the following approved ICRs:

- A. Federally Approved Indirect Cost Rate Agreement; or
- B. State of Texas Approved Indirect Cost Rate

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

If the Applicant does not have an approved ICR agreement, the Applicant may be eligible for the ten percent (10%) de minimis rate or may request to negotiate an ICR with HHS.

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

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

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

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

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

## **6.4 ADMINISTRATIVE APPLICANT INFORMATION**

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

### **B. 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**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

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

### **C. Internal Controls Questionnaire**

Applicant must complete **Form J, TV+FA Internal Controls Questionnaire**, and submit with its Application.

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## 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	November 4, 2022
Deadline for Submitting Questions or Requests for Clarification	November 11, 2022 at 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	Tentative Date November 30, 2022
<b>Deadline for Submission of Applications</b>  <b>NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.</b>	<b>December 19, 2022 by 10:30 a.m. Central Time</b>
Anticipated Notice of Award	June 2023
Anticipated Project Start Date	September 1, 2023

**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:** John Norton  
**Title:** Grant Specialist, HHSC Procurement and Contracting Services  
**Email:** [John.Norton2@hhs.texas.gov](mailto: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 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 negotiations as part of the normal grant review process, if any.

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

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

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

## 7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification of this RFA are permitted if submitted by email to the Sole Point of Contact by the Deadline for Submitting Questions or Requests for 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:

- A. RFA number;
- B. Section or paragraph number from this solicitation;
- C. Page number of this solicitation;
- 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 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:

- 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 J, Exceptions**.

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.

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## 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 to binds the Applicant under any Grant Agreement that may result from the submission of an Application.

### 8.3 REQUIRED SUBMISSION METHOD

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

**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 **Form C, Expenditure and Match Proposal**, 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.

#### **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 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;
- 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 file .pdf must:

- A. 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,”).
  - 1. **Form C, Expenditure and Match Proposal**, 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 the method 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.

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## Article 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 per **Section 9.4, Evaluation 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**, or **Form C, Expenditure and Match Proposal**).

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 H, Evaluation Tool**.

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

1. Project Purpose and Goals (20%);
2. Project Plan and Activities (20%);
3. Project Measures (25%);
4. Project Structure and Organization Experience (25%); and
5. Expenditure and Match Proposal (10%).

## 9.5 PAST PERFORMANCE

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

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

System Agency, at its sole discretion, may also initiate investigations or examinations of Applicant performance based upon media reports. Any negative findings, as determined by System Agency 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:

- A. Notices of termination;
- B. Cure notices;
- C. Assessments of liquidated damages;
- D. Litigation;
- E. Audit reports; and
- F. Non-renewals of grants or contracts based on Applicant's unsatisfactory performance.

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

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

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

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

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

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, 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:

### **A. 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).

### **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://sam.gov/content/exclusions>

### **C. 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>

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.hhs.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.

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.

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## 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:

- A. Application evaluation scores;
- B. Prior Applicant performance, with a preference given to existing Applicants with demonstrated success;
- C. Geographic distribution of funding and services represented by Applications, with an emphasis on funding Grant Projects serving communities with a population of 250,000 or less;
- D. Grant Projects that minimize duplication of effort and maximize existing resources in service areas with an emphasis on addressing service gaps; and
- E. Specific programmatic components such as demonstrating a focus on treating impacts of Military-related Trauma(s), holistically serving the veteran and family, and providing Clients with more than one service, treatment, and/or referral option.

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

- A. An in-depth discussion of the submitted Application and requested Budget; and
- B. 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](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 one or more Grant Agreements as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

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

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

HHSC may announce tentative funding awards through an “Intent to Award Letter” once the HHSC Program Deputy Executive Commissioner, or their designee, 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 Behavioral Health Services and supports to veterans and their family members.

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

Though not required, 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/>.

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## 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:

#### **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 Affirmations:** Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations**, 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 (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, 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 (completed and signed), and Form C, Expenditure and Match 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:

### **A. Administrative Information**

1. Form A, Face Page
2. Form B, Administrative Information
3. Form B-1, Governmental Entity – Authorized Officials, if applicable
4. Form B-2, Nonprofit Entity – Authorized Officials, if applicable

### **B. Budget, and Internal Controls**

1. Form C, Expenditure and Match Proposal (Excel): Form C 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.
2. Form J, TV+FA Internal Control Structure Questionnaire

### **C. Narrative Proposal**

1. Form D, Project Purpose and Goals
2. Form E, Project Plan
3. Form F, Project Measures
4. Form G, Project Structure
5. Form H, Project Assessments and Tools
6. Form I, Organization Experience

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

1. Exhibit A, HHS Solicitation Affirmations – Version 2.3

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.

2. Exhibit D, Data Use Agreement – Attachment 2, Security and Privacy Inquiry (SPI)

3. Exhibit F, Assurances – Non-Construction Programs
4. Exhibit G, Certification Regarding Lobbying
5. Exhibit J, Exceptions Form (only if requesting exceptions)

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

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

### **Forms**

Form A, Face Page

Form B, Administrative Information

Form B-1, Governmental Entity – Authorized Officials, if applicable

Form B-2, Nonprofit – Board of Directors and Principal Officers, if applicable

Form C, Expenditure and Match Proposal

Form D, Project Purpose and Goals

Form E, Project Plan

Form F, Project Measures

Form G, Project Structure

Form H, Project Assessments and Tools

Form I, Organization Experience

Form J, TV+FA Internal Control Structure Questionnaire

### **Exhibits**

Exhibit A, HHS Solicitation Affirmations – Version 2.3

Exhibit B, HHS Uniform Terms and Conditions – Grant, Version 3.2

Exhibit C, Data Use Agreement – Standard Version 8.5

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

Exhibit E, Additional Provisions – Grant Funding, Version 1.0

Exhibit F, Assurances – Non-Construction Program

Exhibit G, Certification Regarding Lobbying

Exhibit H, Evaluation Tool

Exhibit I, Online Bid Room

Exhibit J, Exceptions Form