



# TEXAS

## Health and Human Services

*Cecile E. Young, Executive Commissioner*

*Request for Applications (RFA)*

*Grant for*

*RFA No. HHS0012827*

*Hospital Preparedness Program (HPP)*

**DEADLINE FOR SUBMISSION OF APPLICATIONS**

*November 6, 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 Texas Health and Human Services Commission (HHSC) is accepting applications on behalf of the Texas Department of State Health Services (DSHS), Center for Health Emergency Preparedness and Response (CHEPR), Hospital Preparedness Program (HPP). The HPP provides services to build and maintain prepared healthcare systems, advance the development and maturation of healthcare coalitions, strengthen regional coordination, and ensure the healthcare system can maintain operations during surge events or incidents. To be considered for award, Respondents must execute **Exhibit A, HHS Solicitation Affirmations v.2.4**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Applicants for this Funding Opportunity will support Healthcare Coalitions and Emergency Medical Task Force Coordination. The System Agency will select up to eight (8) Applicants to implement HPP and provide services to support HPP, including but not limited to, sustaining and growing regional Healthcare Coalitions; providing administrative support and project management for regional EMTFs; and assisting DSHS in the administration, planning, and evaluation of HPP services. Successful Applicants will be activated for authorized response activities through the issuance of a State Mission Assignment (SMA) from the System Agency.

Funding is based on availability and funding sources, which may include state and/or federal funds. 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:	Hospital Preparedness Program (HPP)
RFA No.:	RFA No. HHS0012827
Deadline for Submitting Questions or Requests for Clarifications:	October 13, 2023, by 5:00 p.m. Central Time
Deadline for Submission of Applications:	November 6, 2023, by 10:30 a.m. Central Time
Estimated Funding for the five-year Grant Term:	\$69,140,614.76

Estimated Total Number of Awards:	Eight (8) Awards
Estimated Max Award Per Budget Year:	\$13,828,123.00
Length of Budget Period	One (1) Year
Anticipated Project Start Date:	July 1, 2024
Length of Project Period:	Five (5) years

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 of this RFA for additional definitions.

“Activation” means the start of operations to monitor, support or control response and recovery efforts related to a public health or medical emergency or major disaster. An Activation is initiated by the State through issuance of a State Mission Assignment to a Grantee.

“Addendum” means a written clarification or revision to this RFA, including exhibits and forms, 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. Applicant 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.

“Backfill Cost” means the straight-time salary, benefits, and overtime of replacement personnel who perform the regular duties of the regularly assigned personnel while the regularly assigned personnel is performing eligible emergency work, training, or exercises.

“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 DSHS-approved Budget executed in the final Grant Agreement.

“Budget Period” means the duration of the budget. Each Contract renewal will have a specific budget period.

“Business Day” means any day (24-hour period) in which normal business operations are conducted (e.g., excludes weekends and the national holidays specified in Section 662.003(a) of the Texas Government Code).

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

“Capacity” and “Capability” means the Respondent’s ability to evaluate, implement, manage, and support the four (4) healthcare preparedness capabilities and the appropriate skills to fiscally manage, monitor, and provide technical assistance to the Healthcare Coalition(s).

“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.

“DSHS” means the Department of State Health 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.

“Emergency Medical Task Force (EMTF)” means the regional medical response entity that can respond to local, regional, and statewide disasters with an acute health care component. EMTF components include Ambulance Strike Teams (AST), Mobile Medical Units (MMU), Ambulance Bus (AmBus) Teams, Registered Nurse Strike Teams (NST), Medical Incident Support Teams (MIST), Ambulance Staging Manager (ASM) Teams, Infectious Disease Response Units (IDRU), Texas Mass Fatality Operations Response

Teams (TMORT), and professional medical support staff for clinical and other services. The map of the EMTF regions is available in **Exhibit L, Emergency Medical Task Force (EMTF) Regions.**

**“Emergency Support Function” (ESF-8)** means Public Health and Medical Services which provides the mechanism for coordinated assistance to supplement State, tribal, regional, and/or local resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated response, and/or during a developing potential health and medical emergency.

**“Equipment”** means, pursuant to 2 CFR § 200.1, 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.

**“Federal Employer Identification Number (FEIN)”** means the unique nine-digit number assigned by the Internal Revenue Service (IRS) to business entities operating in the United States for the purposes of identification.

**“Grant Agreement”** means the agreement entered into by DSHS and the Grantee as a result of this RFA, including the Signature Document and all attachments and any amendments to the Grant Agreement. The Grant Agreement may also be referred to in this RFA or its exhibits as the **“Contract.”**

**“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 **“Awarded Applicant,” “Contractor,” “Grant Recipient,” “Subrecipient,”** or **“Successful Respondent.”**

**“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.

**“Healthcare Coalition” (HCC)** means a group of individual healthcare organizations (e.g., hospitals, clinics, nursing homes, etc.) and relevant partner organizations (e.g., emergency management, public health, utilities, etc.) in a defined geographic location. In Texas, the geographic boundaries of the HCCs align with the 22 trauma service areas. HCCs serve as a multi-agency coordination group that supports emergency management and Emergency Support Function Public Health and Medical Services Annex ESF-8.

**“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” means the 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.

“Infectious Disease Task Force” (IDRU) means a team of responders to augment and support the needs of the regional healthcare system with the care, transport, and/or transfer of patients with a high consequence infectious disease.

“Key Personnel” means a Respondent’s organizational Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

“Major Renovation” means, as defined by the U.S. Health and Human Services (HHS) Administration for Children and Families, (1) structural changes to the foundation, roof, floor, exterior or load-bearing walls of a facility, or the extension of a facility to increase its floor area; or (2) extensive alteration of a facility to significantly change its function and purpose, even if such renovation does not include any structural change. Any improvement or upgrade to a facility which is not specified under this definition of major renovation may be considered a minor renovation and may be allowable under applicable regulations and cost principles.

“Programmatic Monitoring” means a formal and systematic process for ensuring services are being delivered or performed as required by the Contract. The monitoring process will provide critical performance information so issues or concerns can be identified and addressed. In programmatic monitoring, service-related information is reviewed for compliance with process and outcome expectations as identified in standards and rules specified in the Contract. Monitoring processes will include a review of the Grantee’s service delivery system to determine consistency with Contract requirements including outputs, outcomes, quality, and effectiveness of the Program.

“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” means the initial period 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.

“Project Work Plan” or “Work Plan” means a written plan describing how services will be delivered to the eligible population, including specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Details from the Project Work Plan or Work Plan must be approved by DSHS and incorporated into the Contract.

“Regional Health and Medical Operations Center” (RHMOCC) means the ESF-8 coordination point supporting Disaster Districts within the State. Geographical boundaries

of the RHMOC match the Public Health Regions (PHRs), as identified in Exhibit L, EMTF Map. RHMOCs are coordinated by the DSHS PHR office and may be adjusted in size and composition depending on the magnitude and complexity of the disaster. Public health and medical partners comprising the RHMOCs may include HPP providers, local mental health authorities, EMTF coordinators, and HHSC.

“RFA” means this Request for Applications, including all parts, exhibits, forms, and Addenda posted on the HHS Grants RFA website. RFA 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.

“State Mission Assignment” or “SMA” means the State issues SMAs (**Exhibit O, State Mission Assignment**) in anticipation of, or in response to, an emergency or major disaster. SMAs allow for deployment of resources, and assistance from State resources to support disaster needs. The costs associated with an SMA are paid by the System Agency pending receipt and review of reimbursement packets, required documentation, and any other documentation requested by the System Agency.

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

“Supplant” means to replace or substitute one source of funding for another source of funding. A recipient of Contract funds under this Request for Applications (RFA) must not use the funds to pay any costs the recipient is already obligated to pay. If a grantee, prior to responding to an RFA, had committed to provide funding for activities defined in the Contract’s Statement of Work (*i.e.*, as represented in the RFA Budget Summary), then the grantee must provide the amount of funding previously committed in addition to the amount requested under this RFA.

“Trauma Service Area” (TSA) means the geographic regions of the State of Texas, adopted by the Texas Board of Health in January 1992, that are used to manage the statewide emergency medical services (EMS) and trauma care system. There are twenty-two TSA regions in Texas. The maps of the TSA regions are provided in **Exhibit K, Trauma Service Areas.**

“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 *Tex. Health & Safety Code* Chapters 12 and 1001. All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

Federal funding for this Grant Project is authorized under the Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA), as amended, and codified in 42 U.S.C. Section 300hh-1.

Federal Grant Program:	Hospital Preparedness Program Cooperative Agreement
Federal Awarding Agency:	Administration for Strategic Preparedness and Response (ASPR)
Funding Opportunity No.:	FOA will not be released until 2024
Assistance Listing Number and Program Title:	93.074, Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

## 1.4 STANDARDS

Awards made under 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

Grant funding will be utilized to enhance the ability of hospitals and healthcare systems to prepare for health and medical emergencies and disasters with a primary focus on HCC building, regional healthcare system preparedness, and EMTF component development. It will also enhance the ability of participating HCC members to improve acute care medical surge capacity and enhance community preparedness for health and medical emergencies by conducting activities at the local/regional level related to the 2017-22 Health Care Preparedness and Response Capabilities. Ensure the healthcare system can maintain operations and surge to provide acute medical care during all hazards and emergencies in accordance with the specifications contained in this RFA.

### 2.2 PROGRAM BACKGROUND

The U.S. Administration for Strategic Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) provides leadership and funding through cooperative

agreements with states, territories, and eligible major metropolitan areas to increase recipients' ability to plan for and respond to large-scale emergencies and disasters.

HPP primary focus is the development and maturation of healthcare coalitions. HCCs are a formal collaboration among healthcare organizations and public and private partners, organized to prepare for, respond to, and recover from an emergency, mass casualty or catastrophic event. HCCs bring together, in a defined geographic area, individual health care and response organizations, such as acute care hospitals, emergency medical service (EMS) providers, emergency management agencies, and public health agencies, to prepare health care delivery systems to respond to emergencies and disasters.

EMTF is a series of components that the System Agency can activate to deploy resources through a SMA, that provides a custom, scalable approach to medical disaster response. The key to the program is the ability to activate members from EMS & fire departments, public and private healthcare organizations, regional coalitions, & State and local government who provide personnel & assets that are engaged and deployed during disasters. The HPP Grantee will collaborate with the System Agency to prepare health care delivery systems to save lives through the development and sustainment of healthcare coalitions and the EMTF.

HPP Grantees under this RFA will support the State's healthcare preparedness planning efforts by identifying preparedness gaps, determining specific priorities, and developing and implementing plans to build and sustain health care preparedness in Texas. Grantees shall maintain a prepared healthcare system capable of responding to and recovering from events, based on input from multiple stakeholders and a variety of data sources and analysis. Grantees shall collaborate with partners and the System Agency to ensure the healthcare system can maintain operations and surge to provide acute medical care during incidents or events in accordance with the specifications contained in this RFA.

Grantee shall comply with all applicable regulations, standards, and guidelines applicable to the Funding Opportunity.

## **2.3 ELIGIBLE POPULATION**

The eligible population under this RFA consists of governmental entities, non-governmental, not-for-profit organizations, for-profit entities, associations and public and or private entities. Individuals are not eligible to apply.

## **2.4 ELIGIBLE SERVICE AREAS**

Texas' 22 Trauma Service Areas, as defined under *Tex. Admin. Code* Section 157.122, provide the boundaries for the 22 healthcare coalitions and eight (8) EMTF service areas, as identified in **Exhibit K, Trauma Service Areas**. The SCO service area encompasses the entire State. The service areas eligible for Project funding under this RFA are:

A. EMTF 1 (Healthcare Coalition (HCCs) A and B);

- B. EMTF 2 (HCCs C, D, and E);
- C. EMTF 4 (HCC F and G);
- D. EMTF 6 (HCC H, Q, and R);
- E. EMTF 9 (HCC I, J, and K);
- F. EMTF 7 (HCC L, M, N, O);
- G. EMTF 8 (HCC S and P); and
- H. EMTF 11 (HCC T, U, and V).

## 2.5 ELIGIBLE ACTIVITIES

Grantees may be subject to fund holds or sanctions for program and other Contract requirements that are late, incomplete, or do not meet the prescribed standards required by the program.

This grant program may fund activities and costs as allowed by the state and federal laws, regulations, rules, and guidance governing funds 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 under this RFA.

### 2.5.1 Healthcare Coalitions

The System Agency will select up to eight (8) Applicants to perform activities to support regional HPP implementation, including but not limited to sustaining regional HCCs; providing EMTF administrative support and project management; and assisting the System Agency with the administration, planning, and evaluation of Services related to HPP and EMTF. Grantees shall perform Services in support of the System Agency and the Cooperative Agreement from the ASPR HPP Federal Fiscal Year (FFY) 2024-FY 2029 Cooperative Agreements.

2017-2022 Health Care Preparedness and Response Capabilities, included as **Exhibit N, 2017-2022 HPP Capabilities**, outlines the high-level objectives that the nation's health care delivery system, including HCCs and individual health care organizations, should undertake to prepare for, respond to, and recover from emergencies. These Capabilities illustrate the range of preparedness and response activities that, if conducted, represent the ideal state of readiness in the United States.

- A. Grantee's HPP activities must focus on the implementation of all following required capabilities:
  - 1. Foundation for Health Care and Medical Readiness Goal: The Community has a sustainable HCC that can identify hazards and risks and prioritize and address gaps through planning, training, exercising, and acquiring resources.
  - 2. Health Care and Medical Response Coordination Goal: Healthcare organizations, HCCs, and their jurisdictions collaborate to share and analyze information,

manage resources, and coordinate strategies to deliver acute medical care to all populations during emergencies and planned events.

3. Continuity of Health Care Service Delivery Goal: Healthcare organizations, with support from HCCs, provide uninterrupted medical care to all populations in the face of damaged or disabled healthcare infrastructure. Healthcare workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or improved operations.
  4. Medical Surge Goal: Healthcare organizations – including hospitals, Emergency Medical Services (EMS) providers, and other out of hospital providers – deliver timely and efficient care to their patients even when the demand for healthcare services exceeds available supply.
- B. HCC Grantee shall use awarded funding to build and sustain the HPP Capabilities through regional HCCs. Texas HCCs align with the 22 Trauma Service Area (TSA) regions (see TSA map in **Exhibit K, Trauma Service Areas**). The goals of the HCCs include, but are not limited to:
1. Convening governmental jurisdictions;
  2. Communities;
  3. Health and emergency response systems; and
  4. Other ESF-8 partners to plan for preventing, protecting against, responding to, mitigating, and rapidly recovering from emergencies and disasters through planning, training, exercising, and the acquisition of appropriate equipment and supplies.
- C. Grantee shall serve as the lead organization for each HCC it manages. Additionally, Grantee must ensure active participation in the HCC from the following core members:
1. Hospitals (a minimum of two (2) acute care hospitals);
  2. Emergency Medical Services (“EMS”);
  3. Emergency management organizations; and
  4. Public health agencies.
- D. Grantee should recruit other organizations outside of the core members, such as medical supply chain organizations, pharmacies, blood banks, clinical labs, federal health care organizations, outpatient care centers, and long-term care entities into the HCC membership. These organizations are not recognized as core members but should be integrated into the HCC in a manner appropriate to and consistent with their roles in supporting medical surge activities.
- E. Grantee shall ensure federal preparedness funds are directed to priority areas within each HCC region by identifying gaps, determining priorities, and developing plans for building and sustaining the preparedness capabilities. Decisions shall be based on

risks and threats and vulnerabilities identified based on stakeholder input and a variety of data sources.

- F. Grantee must demonstrate measurable and sustainable progress toward achieving all HPP Capabilities over the five-year Project Period. In addition, Grantee must ensure all activities and programs meet the needs of at-risk individuals in their awarded HCC/EMTF region(s).
- G. Grantee shall ensure DSHS Public Health Region (PHR) Medical Directors and Preparedness and Response Managers (PARM) have knowledge of ongoing Healthcare System Preparedness activities within the PHR. The HPP Grantee shall regularly communicate with the Regional Medical Director, PARM, or their designee to discuss the status of HPP activities. The frequency of the PHR and HPP Grantee communications shall be determined by mutual agreement and documented in writing.
- H. Grantee shall participate in all hospital reporting required by the System Agency, Governor, and Federal guidance. Data may be collected for real-world events and drills. Required metrics shall be specified by the System Agency for situational awareness and planning. Grantee is required to review HCC data for anomalies or inconsistencies.
- I. The Grantee shall provide staff to support the RHMOC during an Activation. The Grantee shall support the RHMOC(s) virtually or in-person, at the discretion of the RHMOC director(s). If the Grantee's awarded EMTF region(s) overlaps with multiple PHRs, DSHS may require the Grantee to support more than one RHMOC at a time.
- J. Grantee shall be accessible (24/7) for emergency or disaster-related needs. Upon award, Grantee shall provide the System Agency with contact information for at least two (2) individuals who can be reached 24 hours a day and maintain current and redundant contact information with the System Agency and in the EMResource platform.
- K. Grantee shall complete other activities as set forth in the resulting Contract.

### **2.5.2 Emergency Medical Task Force**

The EMTF Coordinator shall serve as the primary point of contact for the EMTF State Coordinating Organization ("SCO") and DSHS Center for Health Emergency Preparedness and Response ("CHEPR") for EMTF Deliverables and deployments and must be available after hours and on weekends. The EMTF Coordinator must provide current 24/7 contact information to the EMTF SCO and DSHS CHEPR and notify both of changes as they occur.

- A. Grantee shall provide administrative support and project management for the State standardization of the Texas EMTF. EMTF components include:

1. Ambulance Strike Teams (AST);
  2. Medical Ambulance Buses (AmBus) and associated personnel;
  3. Ambulance Staging Management Team (ASMT);
  4. Air Medical Strike Team (AMST);
  5. Mobile Medical Units (MMU);
  6. Registered Nurse Strike Teams (NST);
  7. Medical Incident Support Teams (MIST);
  8. Ambulance Staging Manager Teams (ASM);
  9. Infectious Disease Response Units (IDRU);
  10. Tactical Medical Unit;
  11. Texas Mass Fatality Operations Response Teams (TMORT);
  12. Wildland Fire Medical Support Unit; and
  13. Professional medical support staff for clinical and other services.
- B. Grantee shall maintain, during the duration of the Grant Agreement, the staff, equipment, and supplies (resources and assets) stated in **Exhibit M, EMTF Components** (also available online at <http://txemtf.org/wp-content/uploads/2022/08/EMTF-Components.pdf>).
- C. Grantee shall maintain the following resources and assets to provide the required EMTF response during the duration of the Grant Agreement term:
1. Five Ambulance Strike Teams (AST) (an AST is comprised of five staffed ambulances and a staffed command vehicle);
  2. One AmBus located in their EMTF region;
  3. Five Nurse Strike Teams (NSTs) (a NST is a team of five nurses and a strike team leader);
  4. One Mobile Medical Unit (MMU); and
  5. A MIST, ASM, and IDRU
- D. Grantee shall maintain written, binding agreements with qualified contractors that maintain resources and assets sufficient to give effect to and enable Grantee's compliance with the foregoing requirements in **Exhibit M, EMTF Components** and **Section 2.5.2, C**.
- E. Grantee shall be responsible for developing a program for and exercise that includes functional or full-scale exercises for each of the EMTF components, as directed by the System Agency.



- F. Grantee may be awarded one or more of the eight Texas EMTF regions and must have a coordinator who is committed full-time to the EMTF program for each EMTF region awarded. Grantee shall maintain an office for each assigned EMTF coordinator that is physically located within the EMTF region Grantee supports.
- G. Grantee is required to participate in 100% and attend in-person at least 75% of EMTF strategic governance, EMTF operational governance, and workgroup meetings and calls.
- H. Grantee shall activate EMTF personnel and resources for State Missions only at the request of the DSHS SMOC Director, Incident Commander or his/her designees. This request may be relayed through the EMTF SCO or by DSHS directly to the EMTF Coordinator (as the primary point of contact) via “State Mission Assignment” (SMA). Activation may occur at any time, day, or night, including weekends and holidays. DSHS, via email, will issue the SMA. The SMA will contain the scope of work details, payment/reimbursement methodology and other requirements.

If a Grantee self-deploys without activated by DSHS, the Grantee may not be eligible for reimbursement. There may be situations when a mutual aid response converts to a State Mission, at the discretion of DSHS. In those circumstances the SMA will reflect the date/time from which the response is considered a State Mission and eligible for State reimbursement of associated costs.

The Grantee must adhere to all DSHS EMTF deployment resource requirements, reimbursement policies, and allowable cost guidelines for deployment posted on the DSHS website located at <https://www.dshs.texas.gov/disaster-response-recovery>. DSHS reserves the right to update and maintain this website with current agency guidance, as applicable. The SMA may include specific requirements and payment protocols for Activations. These requirements may include but are not limited to levels of Activation, triggers for Activation, allowable and unallowable costs, reimbursement packet processes and requirements, and mission reports. Failure to comply with SMA, reimbursement requirements and other processes may result in unreimbursed costs, repayment to DSHS, a payment hold, or other remedies authorized by applicable law, regulation, and the Contract.

- I. DSHS resources such as bariatric wheelchairs and cots, and other supplies and equipment may be pre-positioned regionally with Grantees to expedite asset deployment during disaster response. Some assets, such as Ambuses, may be housed with an EMS provider within an EMTF region. The Grantee shall maintain these resources in deployable condition and shall utilize resources purchased by DSHS or with HPP funds allocated to their EMTF region(s) to support local responses within their awarded EMTF region(s).
- J. Upon award, the Grantee shall develop and maintain a plan for the awarded EMTF region(s) describing how and when the EMTF resources shall be utilized for local response activities within the region separate from a State Mission Assignment

response and how and when resources will be shared with neighboring non-Grantee EMTF regions. Reimbursement for non-State Activation will be considered on a case-by-case basis.

- K. Grantee shall be prepared for disaster response Activation at any time, day, or night, including weekends and holidays. DSHS, via e-mail, will issue an SMA to Grantee's primary point of contact for EMTF. Grantee shall, upon award, provide DSHS with after hours and weekend contact information for the primary point of contact.

## **2.6 PROGRAM REQUIREMENTS**

### **2.6.1 Healthcare Coalitions**

HCC Grant funded under this RFA must meet the following program reporting requirements:

- A. Grantee shall have at least one 100% HPP-funded full-time staff person assigned to support each HCC within their awarded EMTF region(s). Staff assigned to support a specific HCC shall commit no less than 80% of their time to projects specific to that TSA. Grantee shall maintain an office within each HCC region they represent for staff assigned to that HCC region to work.
- B. Grantee shall attend, in-person, the Texas HPP Grantee and Joint HPP-Public Health Emergency Preparedness (PHEP) meetings scheduled and facilitated by DSHS within the Contract Term, as well as other meetings as directed by System Agency.  
  
Grantee shall conduct a Regional Healthcare Vulnerability Assessment (“HVA”). Grantee shall conduct an assessment of capacity and capability using HPP HCC Capability Planning Guide (“CPG”) and the 2017-2022 Health Care Preparedness and Response Capabilities (the “Capabilities”) located at <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>;
- C. Grantee, with input from HCC membership, must develop a committee of Clinical Advisors, to advise the Grantee and HCC members during relevant preparedness, response, and recovery activities. Membership of the Clinical Advisors committee should be drawn, whenever possible, from across the multiple HCCs supported by the Grantee. The hospitals from which the Clinical Advisors are drawn shall be designated as co-lead hospitals for the HCC, as required by ASPR. Additional information shall be provided regarding qualifications, specialties, and expectations of the committee.
- D. Grantees must develop and submit a Work Plan and budget to System Agency and ASPR annually. Agency approved work plans and budgets must be shared with HCC members and be uploaded, as shared, into the Coalition Assessment Tool (“CAT”).
- E. Grantees must, in collaboration with the HCC and its members, define and implement an HCC governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination.

- F. Grantee and HCC members should conduct a Healthcare Vulnerability Assessment to identify and plan for risks and submit the completed HVA to DSHS.
- G. Grantee, with input from the HCC, must develop each year a Response Strategy Annex related to specific medical surge issues. DSHS will provide guidance each year about the specific annex requirements.
- H. Grantee must complete a drill using the primary communications plan system/platform and one redundant communications system/platform not connected to the power grid at least once every six months and report the results via the CAT.
- I. Grantee shall conduct a Medical Response and Surge Exercise “MRSE” in each HCC in their region. Grantee may decide when to host an MRSE within each HCC Region, but it must be completed early enough within each Contract year to allow for submission of the exercise workbook to DSHS within the Contract year. MRSE results will be documented in the CAT.
- J. Grantee shall maintain and submit annually an inventory of HPP/DSHS funded equipment and supplies defined as Controlled Assets and real property.
- K. Grantee shall complete and submit all ASPR- and DSHS-required reports and data requests by the deadlines provided. This will include use of the ASPR-provided CAT to self-assess progress toward meeting program requirements and the 2017-2022 Health Care Preparedness and Response Capabilities. This may also include reports related to NIMS compliance, Alternate Care Sites (“ACS”), and other items, as requested.
- L. Grantee shall submit, on the template provided by DSHS, a regional Integrated Preparedness Plan (IPP) for each HCC.

### **2.6.2 Emergency Medical Task Force**

- A. Grantee shall provide EMTF Coordinator’s 24/7 contact information to the EMTF SCO and DSHS CHEPR and notify both of changes as they are made.
- B. Grantee shall make available, rosters and/or list of agreements which demonstrate that the service requirements described herein have been fulfilled.
- C. Grantee’s subcontractor agreements to fulfill the EMTF service requirements must be made available for DSHS review upon request by DSHS. Participating organizations must have executed subcontractor agreements in place to be eligible for reimbursement.
- D. Grantee’s EMTF program must participate in a functional, full-scale exercise, or real-world response at least once during the five-year Project Period. Grantee shall submit status reports for all the covered EMTF components, which shall include details about completed and planned exercises and training.

- E. Grantee shall conduct unannounced semiannual call-down drills for each of the EMTF components. Submit results of drills to the EMTF SCO for inclusion in the SCO report to DSHS.
- F. Grantee shall establish and convene regional EMTF workgroup(s), to include multiple HCC regional subject matter experts, as applicable. Provide a report on the activities of the workgroups.
- G. Grantee shall contribute relevant regional information to the EMTF SCO and DSHS CHEPR for inclusion in the EMTF System Annual Report.
- H. Grantee shall submit an annual cumulative report of the equipment and other property on HHS DSHS Grantee’s Property Inventory Report.
- I. Grantee shall provide additional information/reports to DSHS CHEPR or the EMTF SCO, upon request within 48-72 hours. This may include short turn-around requests such as during an active response or legislative session.

**2.7 REQUIRED REPORTS**

The System Agency will monitor Grantee’s performance through programmatic monitoring and review of financial reports and programmatic performance measures, under any Grant Agreement awarded under this RFA. Each Grantee awarded a Grant Agreement under this RFA must submit the following reports by the dates noted, if already determined:

<b>HCC/EMTF Reports</b>	<b>Due Dates</b>
Financial Status Report – Monthly	The last day of each month following the month being reported
Annual HPP Progress Report/CAT Tool Submission	60 Business Days after the close of the Budget Period.
ASPR HPP Performance Measures	60 Business Days following the close of the Budget Period or as defined by federal funder
HCC Work Plan(s)	Due 30 Business Days after start of Contract Term
HCC Budgets	Due 30 Business Days after start of Contract Term

Regional EMTF Annual Report	By a date to be established by System Agency
EMTF Rosters	By a date to be established by System Agency
Equipment Inventory Report (purchased with HPP funds)	By a date to be established by System Agency
Healthcare Vulnerabilities Assessment	By a date to be established by System Agency
Capabilities Planning Guide	By a date to be established by System Agency

Grantee shall provide all applicable reports in the format specified by DSHS 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 and applicable law and regulation.

## **2.8 PERFORMANCE MEASURES AND MONITORING**

The System Agency will look solely to Grantee for the performance of all Grantee obligations and requirements in the 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 under this RFA are subject to DSHS’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 semi-annually on the following measures:

<b>HCC/EMTF Performance Measures</b>	<b>Associated Outputs</b>
<u>ASPR Measure:</u> Enter HCC Coalition Members (names, type, etc.) into the Coalition Assessment Tool (CAT).	All 4 member types represented
<u>ASPR Measure:</u> Conduct Two (2) Bi-annual Communications Drills	Number of partners responding yielding increased response capacity
<u>ASPR Measure:</u> Share HCC Budgets with HCCs and upload to CAT	Number of members receiving budgets and/or in attendance at meeting when shared (Coalition Transparency)
<u>ASPR Measure:</u> Share HCC Workplans with HCCs and upload to CAT	Number of members receiving budgets and/or in attendance at meeting when shared (Coalition Transparency)
<u>ASPR Measure:</u> Annual Response Annex Submission to CAT	Number of Annexes submitted over the Project Period
<u>ASPR Measure:</u> Exercise Annual Response Annex Submission to CAT	Number of Annexes exercised over the Project Period
Medical Response and Surge Exercise	Number of patients transferred demonstrating response capacity
Other Measures as determined by ASPR	

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 bi-annual FSRs to System Agency by the last Business Day of the month following the end of each Contract 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 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 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT**

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

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

- A. 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);
- B. *Tex. Gov't Code* Sections 556.004, 556.005, and 556.006; and
- C. *Tex. Gov't Code* Sections 2113.012 and 2113.101

In this section, "unit of local government" means:

- A. A council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;
- B. A local workforce development board; or
- C. A community center as defined by *Tex. Health & Safety Code* Section 534.001(b).

## **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.

### **3.2 APPLICATION SCREENING REQUIREMENTS**

Eligible Applicants include governmental entities, and public and private organizations (for profit as well as non-profit). Each Applicant must meet all of the following minimum requirements in order to be: (1) considered eligible for evaluations; and (2) awarded a Grant Agreement under this RFA:

- A. Application must be submitted by designated deadline;

- B. Submitted Application must be complete per RFA Submission Checklist and contain specific required documents;
- C. All required documents must contain the required signature(s);
- D. Applicant must meet the specific licensing requirements as required by the State of Texas to perform specific services;
- E. Applicant must be registered to do business in the State of Texas; and
- F. Applicant must be established as an appropriate legal entity as described in the paragraphs below, under Texas State statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFA.
- G. Applicant must be headquartered within the state of Texas.
- H. Applicant must be in good standing with the U.S. Internal Revenue Service.
- I. Applicant must be registered with the Secretary of State (SOS) if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies.
- J. Applicant must have a Federal Employer Identification Number (FEIN) or the Federal Tax Identification Number, which is a unique nine-digit number assigned by the Internal Revenue Service (IRS) to business entities operating in the United States for the purposes of identification.
- K. Applicant's organization must be registered with the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM/>. Applicant must maintain the registration with current information until a financial report is submitted or the final payment is received, whichever is later.
- L. Applicant is not eligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.
- M. Applicant's staff members, including the executive director, must not serve as voting members on their employer's governing board.
- N. Applicants must submit a letter from their governing entity (Board of Directors, County Judge, Commissioners' Court, etc.) affirming their commitment to deploy HPP/EMTF assets through either mutual aid or upon request of the System Agency within and external to their awarded EMTF region(s) during a mass casualty incident, significant regional event or incident, statewide disaster, pandemic response, or any other event that requires surge activities. Failure to submit letter affirming this commitment will disqualify the Application.
- O. Except as expressly provided above, Applicant is not considered eligible to apply unless the applicant meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. The System Agency expressly reserves the right to review and analyze the documentation submitted and to request additional



documentation and determine the applicant's eligibility to compete for the Contract award.

### 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.

## Article IV. Budget Period and Grant Term

### 4.1 PROJECT PERIOD

The Project Period is anticipated to be **July 1, 2024** through **June 30, 2029**. If awarded General Revenue funds, the Project Period may extend through **August 31, 2029**.

**Extension of Project Period:** DSHS may, at its sole discretion, extend the Project Period for up to one (1) year to allow for the full expenditure of awarded funding and completion of Grant activities.

It is anticipated that any Grant Agreement awarded as a result of this RFA will have an initial Grant Agreement term of five (5) years, unless sooner terminated, renewed, or extended. DSHS, at its sole discretion, may renew any Grant Agreement for a maximum term of 1 year.

Notwithstanding the limitation in the preceding paragraph and with at least 30 Calendar Days' advance written notice to Grantee, at the end of the initial Grant Agreement term or any renewal period, DSHS, at its sole discretion, may extend the Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to allow for the full expenditure of awarded funding and completion of Grant activities, for up to twelve 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 GRANT TERM**

The System Agency may, at its sole discretion, extend the Grant Term for any period(s) of time through Grant Agreement extensions or renewals with funded Project Periods.

## **4.3 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 45 Calendar Days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Grantee by the end of the Grant Agreement term and not expended by the Project close-out date will revert to System Agency.

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

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

The total amount of State and federal funding available for the Hospital Preparedness Program grant program is \$69,140,614.76 for the entire Project Period. The total amount of federal funding is \$59,140,614.76 and the total amount of State funding is \$10,000,000. It is the System Agency's intention to make multiple awards to Applicants that successfully demonstrate an understanding of and commitment to the Hospital Preparedness Program and Emergency Medical Task Force.

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. 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; See Additional Requirement (“AR”) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees that is currently available online and can be accessed at: [http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf);
- B. Research;
- C. Construction or major renovations;
- D. Purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
- E. 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;
- F. Clinical care, defined as “directly managing the medical care and treatment of patients;”
- G. Reimbursement of pre-award costs;
- H. Use of grant funds to replace (Supplant) funds that have been budgeted for the same purpose through non-grant sources;
- I. Serve as a conduit for an award to another party or provider who is ineligible. The Grantee must perform a substantial role in carrying out project objectives;
- J. Payment or reimbursement of backfilling costs for staff, including health care personnel for exercises;
- K. Fund stand-alone, single-facility exercises;
- L. Pay with HPP funds an individual's salary at a rate over \$118,000 in year 1 of the 5-year project period. In subsequent years, Grantees may award either a cost-of-living

- adjustment (“COLA”) percentage as provided by the Texas Comptroller of Public Accounts, available at: <https://comptroller.texas.gov/economy/key-indicators/> or a 7% merit-based salary increase. Salary increases may not exceed a total of 20% over the 5-year project period;
- M. Fund the salaries of their elected and/or appointed Board of Directors and Executive Board Members;
  - N. Purchase food or meals. The only exception to this restriction includes expenditures related to:
    - 1. Staff travel costs that are allowed in the Grantee’s travel policy and approved by System Agency; and/or
    - 2. Training and/or exercise events if the event outcome is significantly impacted in a negative way due to the event being stopped so that participants can leave to get a meal. This exception requires written pre-approval for food or meals from the System Agency;
  - O. Purchase clothing for promotional purposes, such as those items with HCC and/or health care organization names/logos. Clothing that can be used for PPE and/or response purposes, and can be re-issued, may be purchased. Clothing purchases require written pre-approval from DSHS;
  - P. Payment or reimbursement of mileage from staff residence to the staff member’s routine duty station;
  - Q. Employ individuals who also work for an organization that receives funds or benefits from the HPP to include EMTF member organizations;
  - R. Require HCC members to pay a “membership fee” as a condition of receiving HPP funds, equipment, supplies, and/or services or as a requirement to be eligible for reimbursement for HPP-related expenditures;
  - S. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
  - T. 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;
  - U. Any expense or service that is readily available at no cost to the Grant Project;
  - V. Any activities related to fundraising; and
  - W. Any other prohibition imposed by federal, State, or local law; and 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.

### 5.3 COST SHARING OR MATCHING REQUIREMENTS

There is no required match or cost sharing requirements under this grant.

### 5.4 PAYMENT METHOD

#### 5.4.1 Cost Reimbursement

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 and supported by adequate documentation. No additional payments will be rendered unless an advanced payment is approved.

#### 5.4.2 Advance Payment

Upon execution of a Grant Agreement(s), if any, resulting from this RFA, the System Agency may disperse to Grantee(s) a one-time initial advance payment of no more than 12 percent of the funding awarded for eligible start-up costs.

## 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 C, Executive Summary And Narrative Proposal** and **Form D, Project Work Plan** attached to this RFA, Applicants shall provide an executive summary and narrative proposal and describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Article II, Scope of Grant Project**, including the sections outlined below. Applicants should identify all proposed tasks to be performed, including all project activities, during the Grant Project Period. The Executive Summary and Narrative Proposal must include Section 1: Organization Background and Section 2: Knowledge and Experience. The Project Work Plan must include Section 3: Project Work Plan. Applicants must complete and submit all required exhibits and forms.

- A. **Section 1: Organization Background.** In this section, provide an overview of the organization which includes the following information with a maximum of six (6) additional pages may be attached if needed.
1. Provide the legal names of the Respondent; any affiliations; the organization's overall purpose or mission statement; and a brief history of the organization's accomplishments related to healthcare systems preparedness, including activities related to the Emergency Medical Task Force (EMTF).

2. Provide at least two 24/7 emergency contacts, telephone numbers, and cell phone numbers available to DSHS and emergency response partners during the term of the contracting period. The use of an answering service is not acceptable.
  3. Describe the organizational structure, such as board of directors, officers, advisory groups, and/or committees.
  4. Describe the organization's role and experience in the development of healthcare coalitions and related preparedness activities.
  5. Describe the organization's role and experience in the development of the EMTF including related preparedness activities.
- B. Section 2: Knowledge and Experience. In this section, limit responses to the following questions to the EMTF region for which the organization is submitting this application, even if applying for multiple regions with a maximum of six (6) additional pages may be attached if needed.
1. Provide a brief synopsis of the TSA regions within the EMTF region the organization is applying to serve and include:
    - a. Geographic information (urban/rural, physical environment, etc.);
    - b. General demographic data (age, gender, ethnicity, languages, etc.);
    - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
    - d. General description of hazards, vulnerabilities, and at-risk populations.
  2. Describe the current healthcare system including:
    - a. Geographic service area;
    - b. Characteristics of the existing healthcare system;
    - c. Existing healthcare gaps as related to disaster preparedness;
    - d. Characteristics of the existing emergency medical response system.
  3. Describe the Respondent's history and experience with disaster preparedness planning and response, including coordinating with organizations and agencies within the TSA regions of the EMTF region the Respondent is applying to serve. Organizations and agencies within that region may include public health agencies, medical facilities (public, private, and government), long-term care facilities, mental health facilities, Emergency Medical Services providers, local and state emergency management, Councils of Government, and other first responder agencies and health care agencies.
- C. Section 3: Project Work Plan for Healthcare Coalitions. Provide responses for both the Healthcare Coalition and EMTF sections.
1. Healthcare Coalitions Responses to this section must demonstrate the applicant has the planning and organizational skills and resources to accomplish the 2017-2022 Health Care Preparedness and Response Capabilities. A maximum of twenty

additional pages may be attached if needed. If applying for multiple EMTF regions, please be sure any variance across regions is clearly stated. Describe:

- a. What activities/projects the organization will undertake during the five-year Project Period to advance preparedness in the awarded TSA regions;
  - b. What technical assistance the organization anticipates providing to coalition members, including the provision of training and guidance;
  - c. The gaps in resources and potential barriers to improving healthcare systems preparedness and successfully addressing the objectives and activities; and
  - d. Describe the process, tasks, and systems that the organization will use to annually monitor and assess progress on the four capabilities and their associated objectives and activities.
2. Coalitions should include a diverse range of stakeholders – not just hospitals and EMS providers but also non-acute care medical and public health partners and governmental partners such as emergency management.
    - a. Describe how the organization will engage a broad range of stakeholders in the coalition, including member recruitment and retention. How the organization will keep coalition members engaged over the five-year project period.
    - b. Describe the process by which the organization will facilitate and execute subcontractor agreements with coalition members. Provide the term of the subcontractor agreements.
    - c. Describe the organization’s plan for monitoring the program performance of subcontractors, especially those receiving or hosting HPP/EMTF assets.
  3. Grantees shall support the preparedness needs of healthcare coalitions in multiple TSA regions, including planning, training, exercising, and the purchase of supplies. If the Respondent is applying for multiple EMTF regions, explain how the organization will address the following across multiple EMTF regions:
    - a. Describe how the organization will undertake planning and gap analysis;
    - b. Describe the process by which the organization will identify needs and prepare TSA region-wide Integrated Preparedness Plan (IPP); and
    - c. Describe how the organization will develop a progressive exercise program and align the exercise program to relevant regulatory and accreditation requirements within the awarded TSA regions to benefit coalition members across the five-year performance period.
  4. Describe how the healthcare coalition and the HPP Grantee will support the local ESF-8 lead agency and DSHS for emergency operations planning and response efforts for health and medical emergencies, including supporting local medical operations centers (MOCs) and RHMOCs.
- D. Section 3: Project Work Plan for EMTF. Complete Project Work Plan for each EMTF Region for which an organization is applying.

1. Describe how the organization will manage the preparedness needs of the EMTF. Please describe:
    - a. How the organization will maintain EMTF assets, including plans for where to stage and/or store the assets;
    - b. How the organization will recruit and roster personnel for the required EMTF components; and
    - c. How the organization will coordinate with the State Coordinating Organization (SCO) and other regional EMTF leads.
  2. If the Respondent is applying for multiple EMTF regions, describe how the organization will support the preparedness needs of multiple EMTFs. Please describe:
    - a. How the organization will maintain EMTF assets, including plans for where to stage and/or store the assets;
    - b. How the organization will recruit and roster personnel for the required EMTF components; and
    - c. How the organization will coordinate with the State Coordinating Organization (SCO) and other regional EMTF leads.
  3. Describe how the organization will manage the response needs of the EMTF. Please describe:
    - a. How the organization will mobilize and deploy EMTF supplies and equipment;
    - b. How the organization will manage a call-down of rostered personnel for a rapid deployment; and
    - c. How the organization will coordinate with the SCO and other regional EMTF leads during a response.
  4. If the Respondent is applying for multiple EMTF regions, describe how the organization will support the preparedness needs of multiple EMTFs. Please describe:
    - a. How the organization will mobilize and deploy EMTF supplies and equipment;
    - b. How the organization will manage a call-down of rostered personnel for a rapid deployment; and
    - c. How the organization will coordinate with the SCO and other regional EMTF leads during a response.
  5. Describe the process, tasks, and systems the organization will use to annually monitor and assess the EMTF;
  6. Describe how the EMTF assets will be utilized for regional response separate from a State response.
- E. Section 5: Budget Template(s), see Exhibit C-1 (and all subsequent tabs contained within). Applicant must submit a budget for each EMTF Region(s) for which it is applying for as well as a budget for each TSA region within the EMTF Region(s);



- F. Section 6: Required **HHS Solicitation Affirmations v.2.4**, see **Exhibit A**;
- G. Section 7: Indirect Cost Rate Certificate (Applicant must submit its cognizant agency approved certificate);
- H. Section 8: Financial Statement (Applicant must submit current financial statements and most recent audited financial report (within the past two years) including all supplements, management discussions and analysis, and actuarial opinions, and other documents as applicable);
- I. Section 9: Required Forms listed in the **Article VIII Submission Checklist**; and
- J. Section 10: Letter affirming commitment to deploy HPP/EMTF assets and resources for mutual aid and state-directed responses. The letter should be from governing entity (Board of Directors, County Judge, Commissioners' Court, etc.) affirming organization's commitment to deploy assets and resources during a mass casualty event, significant regional event or incident, statewide disaster, pandemic response or any other event that requires surge capability. Failure to submit letter affirming this commitment to deploy HPP/EMTF regions outside your awarded region(s) will disqualify the Application.

## 6.2 REQUESTED BUDGET

Attached **Exhibit C-1, Budget Template**, 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, **Exhibit C-1** (and all subsequent tabs contained within), **Budget Template**, 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.

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 C-1 (and all subsequent tabs contained within), Budget Template, is mandatory. Applicants that fail to submit a requested Budget, in its original format, 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) to recover Indirect Costs. All Applicants are required to complete and submit **Form E, Texas Health and Human Services System Indirect Costs Rate Questionnaire**, with the required supporting documentation. 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, should match be required.

HHS typically accepts the following approved ICRs:

- A. Federally Approved Indirect Cost Rate Agreement
- 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 30 Business Days or the request will be cancelled, and Indirect Costs may be disallowed.

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

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

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

### 6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms A – B2** 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.

## 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 v.2.4**. 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 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.

## 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	September 26, 2023
Applicant Conference  Attendance is Optional	September 29, 2023, at 10:00 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarification	October 13, 2023, by 5:00 p.m. Central Time
Tentative Date Answers to Questions or Requests for Clarification Posted	October 20, 2023, by 5:00 p.m.
<b>Deadline for Submission of Applications</b>  <b>NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by</b>	<b>November 6, 2023, by 10:30 a.m. Central Time</b>

<b>subsequent Addenda to be considered eligible.</b>	
Anticipated Notice of Award	April 2024
Anticipated Project Start Date	July 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 and/or DSHS reserve the right to change these dates at any time. At the sole discretion of HHSC and/or DSHS, 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:** Dedra Williams

**Title:** Grants Specialist, HHSC Procurement and Contracting Services

**Email:** [dedra.williams@hhs.texas.gov](mailto:dedra.williams@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 form and section or paragraph number from the exhibit or other form;
- 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 or DSHS 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 HHSC or DSHS 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 or DSHS 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 or DSHS 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 exception via **Exhibit H, Exceptions Form** or by submitting 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 CONFERENCE

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

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

The conference may be held by webinar, conference call or both. Attendees are required to sign a conference attendance log and 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. Whether signing the conference attendance log in person or sending email notification, 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/6845166203524663899>

### **Webinar Instructions:**

- A. Enter Attendee's business email
- B. To register, the participants must have the following information ready:
  1. First and last name of each attendee/registrant;
  2. E-mail address for the attendee/registrant;
  3. Applicant's legal name; and
  4. Job title of attendee/registrant.

## 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 and DSHS after submission and receipt and will not be returned to Applicant.**

Applicants understand and acknowledge that issuance of this RFA or retention of Applications received in response to this RFA in no way constitutes a commitment to award a Grant Agreement(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 binds the Applicant under any Grant Agreement that may result from the submission of an Application.

### **8.3 REQUIRED SUBMISSION METHOD**

- A. Applicants must submit their completed Applications by the Deadline for Submission of Applications provided in the **Section 7.1, Schedule of Events**, or subsequent Addenda, using one of the approved methods identified below. Applications submitted by any other method (e.g. facsimile, email) will not be considered and will be disqualified.
- B. **Submission Option #1 HHS Online Bid Room:** Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit I, Online Bid Room Instructions**. **File Size Limitation:** Restriction to 250MB per file attachment.
  1. One (1) copy marked as "Original Application" that contains the Applicant's entire Application in a Portable Document Format (".pdf") file.



2. One (1) copy of the completed **Exhibit C-1** (and all subsequent tabs contained within), **Budget Template**, in its original Excel format.
3. One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with **Section 12.1, Texas Public Information Act**, in a Portable Document Format (“.pdf”) file.

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

1. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. 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 C-1** (and all subsequent tabs contained within), **Budget Template**, in its original Excel format.
2. One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act**. 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 Applications submitted via USB by one of the methods below.

<b>Overnight/Express/Priority Mail</b>	<b>Hand Delivery</b>
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:

<b>RFA No:</b>	HHS0012827
<b>RFA TITLE</b>	Hospital Preparedness Program (HPP)
<b>DEADLINE FOR SUBMISSION OF APPLICATIONS</b>	November 6, 2023, by 10:30 a.m. Central Time
<b>SOLE POINT OF CONTACT’S NAME:</b>	Dedra Williams
<b>APPLICANT’S NAME:</b>	[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:

- 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," "Executive Summary and Narrative Proposal," and "Exhibits to be Submitted with Application,")
  1. **Exhibit C-1** (and all subsequent tabs contained within), **Budget Template**, is to be submitted in its original Excel format.
  2. Each Application section must have a cover page with the Applicant's legal name, RFA number, and Name of Grant identified.
- B. Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies must be identical to the original. All exhibits must be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

#### **8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS**

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

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

No withdrawal or modification request received after the Deadline for Submission of Applications, set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be considered. Additionally, in the event of multiple Applications received, the most timely received 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:

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

### 9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

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

At the sole discretion of HHSC, in coordination with System Agency, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations v.2.4**, or **Exhibit C-1** (and all subsequent tabs contained within)**Budget Template**).

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

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

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**

Respondent's application will be evaluated as detailed below. 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:

- A. Organizational capacity, qualifications, and experience (20%);
- B. Knowledge and Experience (20%)
- C. Quality of proposed Project Work Plan (50%);
- D. Proposed Budget and justification (cost effectiveness) (10%)

### **9.5 PAST PERFORMANCE**

System Agency reserves the right to request additional information and conduct investigations as necessary to evaluate any Application. By applying, 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/>, OR,
- B. Applicant is currently under a corrective action plan through HHSC or DSHS, OR,
- C. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- D. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- E. Applicant has Contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or substandard performance, OR
- F. Any other performance issue that demonstrates that awarding a Grant Agreement to Applicant would not be in the best interest of the State.

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

Prior to award of a Grant Agreement under 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://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

**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.hhsc.texas.gov/exclusions>

**E. U.S. Department of Health and Human Services**

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

Additionally, if a subrecipient under a federal award, the Grantee shall comply with requirements regarding registration with the U.S. Government's System for Award

Management (SAM). This requirement includes maintaining an active SAM registration and the accuracy of the information in SAM. The Grantee shall review and update information at least annually after initial SAM registration and more frequently as required by 2 CFR Part 25.

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 and DSHS, as the system agency have 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**, a Selection Committee 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 and effectively accomplish the state priorities. 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:

Funding awards will be based on the evaluation score, geographic distribution across the state, availability of funds, cost-effectiveness, and the best interest of the State in providing services under this RFA.

Successful Respondents are expected to achieve a score of at least 75 points total. Applications with a score less than indicated above may not be considered. Not all Respondents who are deemed eligible to receive funds are assured of receiving an award.

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

The System Agency will evaluate, score, and make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology in the following order due to eligibility requirements:

The highest scoring application(s) per EMTF Region will be named a tentative award finalist for Contract negotiations. The System Agency reserves the right to name tentative award finalists based on the best application scores and the best interest and/or best value

to the State of Texas. The System Agency will also consider gaps in service/coverage when selecting awardees.

In the event applications from multiple Respondents proposed for the same EMTF Region or set of EMTF Regions result in identical scores, the System Agency will consider past performance on similar projects and qualifications of key project personnel, including without limitation:

- A. Demonstrated success managing HPP, EMTF, or other similar projects;
- B. Past fiscal issues, including, but not limited to, payment holds or sanctions, under any DSHS/HHSC Contract; and
- C. Previous missing, late, incomplete, or insufficient Deliverables under the HPP Contract.

All funding recommendations will be considered for approval by the DSHS Deputy Commissioner, or their designee.

After the application evaluation process is completed and tentative awardees are selected, the terms of the Contract shall be finalized through negotiations between the System Agency and the selected Grantee(s). The Contract will be developed from information contained in this RFA and the 2024 ASPR Funding Opportunity Announcement (FOA) to be released by the Administration for Strategic Preparedness and Response (ASPR) in March 2024.

During the Contract negotiation period, the System Agency will confirm specific standards and performance criteria to be met during the Contract period. These standards and performance criteria will be based on the requirements and activities described in this RFA. These standards and performance criteria will ensure the Grantee maintains an acceptable level of performance throughout the Contract period. These standards and performance criteria may be modified as necessary by the System Agency during the Contract term to accommodate new program directions and necessary changes that may arise.

## **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.

The final funding amount and the provisions of the Contract will be determined at the sole discretion of the System Agency. Tentative or apparent grant recipients may be announced once the DSHS Deputy Commissioner, or their designee has given approval to initiate negotiation and execute Contracts.

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the application process.

### **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 multiple Grant Agreements under 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) under 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 DSHS Associate 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) under 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 local grant funding to the Applicant or subgrantee or subcontractor (i.e. organization who will participate, in part, in the operation of the Project) within the past two (2) years to provide hospital preparedness and response services.

### **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:

**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 v.2.4**, 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 v.2.4, 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 coordination with System Agency, 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.2.4 (completed and signed), and Exhibit C-1 (and all subsequent tabs contained within), Budget Template (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.**

Respondents will describe the proposed services, processes, and methodologies for meeting all components described in Article II. Respondent should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling Article II requirements.

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 or For-Profit Entity – Authorized Officials, if applicable \_\_\_\_\_

**B. Executive Summary and Narrative Proposal [The Executive Summary and Narrative Proposal must be titled “Executive Summary and 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.]**

- 1. Form C, Executive Summary and Narrative Proposal \_\_\_\_\_
- 2. Form D, Project Work Plan \_\_\_\_\_

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

- 1. Exhibit A, HHS Solicitation Affirmations v.2.4 \_\_\_\_\_  
**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 C-1 (and all subsequent tabs contained within), Budget Template (Excel) \_\_\_\_\_

**This Budget 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.**

**Applicant must submit a budget for each EMTF Region(s) for which it is applying for as well as a budget for each TSA region within the EMTF Region(s)**

- 3. Form E, HHS System Indirect Costs Rate Questionnaire \_\_\_\_\_
- 4. Exhibit E, Assurances – Non-Construction Programs \_\_\_\_\_
- 5. Exhibit F, Certification Regarding Lobbying \_\_\_\_\_
- 6 Exhibit G, Federal Funding Accountability and Transparency Act (FFATA)  
Certification Form \_\_\_\_\_
- 7. Exhibit H, Exceptions Form, if applicable \_\_\_\_\_
- 8. Signed Addendum or Addenda Acknowledgement, if applicable \_\_\_\_\_

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

### **Exhibits**

Exhibit A, HHS Solicitation Affirmations v.2.4

Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions – Grant v.3.2

Exhibit C (and all subsequent tabs contained within), Budget Template Instructions

Exhibit C-1 (and all subsequent tabs contained within), Budget Template

Exhibit D, Health and Human Services (HHS) Additional Provisions – Grant Funding v.1.0

Exhibit E, Assurances – Non-Construction Program

Exhibit E-1, Health and Human Services (HHS) Special Terms and Conditions

Exhibit F, Certification Regarding Lobbying

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

Exhibit H, Exceptions Form

Exhibit I, Online Bid Room Instructions

Exhibit J, Evaluation Tool

Exhibit K, Trauma Service Areas

Exhibit L, Emergency Medical Task Force (EMTF) Regions

Exhibit M, EMTF Components

Exhibit N, 2017-2022 HPP Capabilities

Exhibit O, State Mission Assignment (SMA)

### **Forms**

Form A, Face Page

Form B, Administrative Information

Form B-1, Governmental Entity – Authorized Officials

Form B-2, Nonprofit or For-Profit Entity – Authorized Officials

Form C, Executive Summary and Narrative Proposal

Form D, Project Work Plan

Form E, HHS System Indirect Cost Rate Questionnaire