



# TEXAS

## Health and Human Services

*Cecile E. Young, Executive Commissioner*

**Request for Applications (RFA)**

**Grant for**

***Construction Grant Program for Mental Health Facilities***

***RFA No. HHS0014160***

**APPLICATION SUBMISSION DEADLINE**

***March 18, 2024, by 10:30 a.m. Central Time***

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

**1.1 EXECUTIVE SUMMARY**

The Texas Health and Human Services Commission (HHSC), the System Agency, is accepting applications for the Construction Grant Program for Mental Health Facilities.

The purpose of this program is to establish a one-time community mental health program for County-Based Community Collaboratives. Under this program, HHSC’s Chief Program and Services Office (“Office”) will accept applications for the construction of the following facility types:

1. Jail Diversion facility
2. Step Down facility
3. Permanent Supportive Housing (a facility that provides this service)
4. Crisis Stabilization Unit facility
5. Crisis Respite Unit facility

The construction of office space may not be accomplished with the use of the grant funds, nor is the cost of the construction of office space counted toward the minimum match calculation.

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

Grant Name:	Construction Grant Program for Mental Health Facilities
RFA No.:	HHS0014160
Deadline for Applications:	March 18, 2024, by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	February 27, 2024, by 2:00 p.m. Central Time
Estimated Total Available Funding:	One Hundred Million Dollars (\$100,000,000.00)
Estimated Total Number of Awards:	Ten (10)

Estimated Max Award Amount:	Twenty Million Dollars (\$20,000,000)  This is an estimated max, and an award may exceed this amount if necessary. Award amounts will vary and are based on need and scope of the Grant Project.
Match Required, if any:	<ol style="list-style-type: none"> <li>1. Twenty-five percent (25%) of the grant amount if the collaborative includes a county with a population of less than 100,000.</li> <li>2. Fifty percent (50%) of the grant amount if the collaborative includes a county with a population at least 100,000 but less than 250,000.</li> <li>3. One hundred percent (100%) of the grant amount if the collaborative includes a county with a population of 250,000 or more.</li> </ol>
Anticipated Project Start Date:	September 1, 2024
Length of Project Period:	Construction must be completed three (3) years from the date the grant funds are distributed by HHSC.
Eligible Applicants:	County-based Community Collaboratives

To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements** and **Section XIII, Submission Checklist** by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening for Applications**, for further details.

## 1.2 DEFINITIONS AND ACRONYMS

Unless a different definition is specified, or the context clearly indicates otherwise, the definitions and acronyms given to a term below apply whenever the term appears in this RFA. All other terms have their ordinary and common meaning.

Refer to all exhibits to this RFA for additional definitions.

“Addendum” means a written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued, and posted by HHSC to the HHS Grants RFA website. Each Addendum will be posted, must be signed by the Applicant, and returned with its Application.

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

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

“Behavioral Health” is a general term that encompasses the promotion of emotional health; the prevention of mental illness and substance use disorders; and treatment and services for people with mental health conditions and/or substance use disorder.

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

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

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

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

“Chief Program and Services Office” or “Office” is a division of HHSC.

“Client” means a member of the target population to be served under a Grant Agreement as a result of this RFA.

“Collaborative Member” is a member of the County-Based Community Collaborative responding to the RFA.

“Community Partner” is a supporter of the Grant Project developed as a result of this RFA but is not a member of the County-Based Community Collaborative.

“County-Based Community Collaborative” includes a county, a local mental health authority or local behavioral health authority that operates in the county, and each hospital district located in the county, if any, located in the county. A community collaborative may include other local entities designated by the collaborative's members.

“Continuum of Care (CoC)” is the group organized to carry out the responsibilities required under 24 CFR part 578 and is composed of representatives of organizations, including nonprofit homeless service providers, victim service providers, faith-based organizations,

governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formally homeless individuals to the extent these groups are represented within the geographic area and are available to participate. Note: Providers must connect with the CoC not for the funding aspect, but rather to be part of the Coordinated Entry for that community (so the most vulnerable are receiving housing assistance first) if they are serving the unhoused population.

“Crisis Respite” programs provide short-term, community-based crisis care for people who pose a low-risk of harm to themselves or others and may have some functional impairment that necessitates direct supervision and care, but who do not require hospitalization. This is the least intensive, facility-based crisis option. Services may be provided for a few hours or up to seven days. Many of the people served in these programs have experienced an event causing significant distress, are having housing challenges, or have loved ones/caretakers who are seeking temporary support or supervision for them. Facility-based crisis respite services have trained staff on-site 24 hours per day, seven days per week.

“Crisis Stabilization and Crisis Stabilization Unit” is a service that aims to prevent or reduce the impact of a behavioral crisis and/or acute symptoms of mental illness. It provides continuous 24-hour observation and supervision for people who do not need inpatient care. Crisis Stabilization Units (CSUs) provide short-term, residential treatment designed to reduce acute symptoms of mental illness in a secure and protected, clinically staffed and psychiatrically supervised treatment environment. Although it is slightly less intensive than a full psychiatric hospitalization, this is one of the most intensive facility-based crisis options. Licensure is required in accordance with the Texas Administrative Code Title 26, Chapter 306, Subchapter B.

“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 Project or activity.

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

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



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

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

“HHSC” means the Health and Human Services Commission.

“Jail Diversion Facility” or “Diversion Center” provides a physical location to divert people at-risk of arrest, or who would otherwise be arrested without the presence of a jail diversion facility and connect them to community-based services and supports. At a minimum, Jail Diversion Facilities give law enforcement and other eligible entities a central drop-off location and provide a recovery-oriented, short-stay alternative to incarceration for non-violent persons with behavioral health needs.

“Jail Diversion Services” is the process by which people with mental health and substance use disorders are diverted from the criminal justice system into treatment or alternatives to incarceration. There are multiple points at which a person may be intercepted and diverted from the criminal justice system into treatment or services, including crisis services, law enforcement and behavioral health pre-arrest and co-responder program, and pre-trial supervision and diversion services. Re-entry services and specialized community correction programs are also part of a larger diversion effort, as they prevent re-arrest and re-incarceration.

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

“Medically Underserved Area” or “MUA” is geographic area and populations with a lack of access to primary care services. An MUA can be a whole county, a group of neighboring counties, a group of urban census tracts, or a group of county or civil divisions.

“Medically Underserved Population” or “MUP” is a population with a lack of access to primary care services. These groups may face economic, cultural, or language barriers to health care.

“Permanent Housing Assistance” includes long-term leasing or rental assistance and voluntary support services provided to a household with at least one member (adult or child) with a disability.

“Permanent Supportive Housing (PSH)” is permanent housing assistance (e.g., long-term leasing or rent assistance) and supportive services provided to households with at least one member (adult or child) with a disability in achieving housing stability. A person’s participation in supportive services accompanied with housing must be voluntary.

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

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

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

“Soft Cost” means those costs that are indirectly related to materials, labor or the physical building of the Grant Project.

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

“Step-down facilities” is a facility that is used to transition patients from inpatient psychiatric care to independent community living. For the purposes of behavioral health, step-down services as services that can be used to divert people from an inpatient psychiatric level of care to the community.

Currently, HHSC contracts with three local mental health authorities to operate the State Hospital Step-Down Program which is operationalized in the following way: The State Hospital Step-Down program is to identify, assess, and facilitate the successful transition of adults with serious mental illness (SMI), or a combination of a SMI and medical needs exceeding the supports available in traditional settings, who are clinically appropriate for community-based services with proper supports.

“Supportive Services” are most often provided in the person’s home and are voluntary. Services include case management and coordination of services and can include other services such as counseling or substance use treatment and counseling.

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

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

### **1.3 STATUTORY AUTHORITY**

The System Agency is requesting applications pursuant to [Senate Bill 30, 88th Legislature, Regular Session, 2023 \(Article 3, Section 3.02\(15\)\)](#). All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

## **1.4 STANDARDS**

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

## **SECTION II. SCOPE OF GRANT PROJECT**

### **2.1 PURPOSE**

This funding opportunity invites grant applications requesting funding for the Construction Grant Program for Mental Health Facilities. The purpose of this program is to establish a one-time community mental health program for county-based community collaboratives. Under this program, HHSC's Chief Program and Services Office ("Office") will accept applications for the construction of the following facility types:

1. Jail Diversion
2. Step Down Facilities
3. Permanent Supportive Housing
4. Crisis Stabilization Unit
5. Crisis Respite Unit

### **2.2 GRANT PROJECT BACKGROUND**

Existing capacity issues and a lack of available resources, such as community-based mental health care facilities and housing create unnecessary jail bookings, costly inpatient hospitalizations, and excessive use of local emergency departments (ED). Community-based crisis services and adequate housing to reduce unnecessary stays in psychiatric hospitals, reduce the number and expenses of ED visits, and divert persons from inappropriate incarcerations while producing efficient outcomes.

As a microcosm of the overall health care system, there is a growing need to control costs associated with the delivery of mental health services while maintaining or improving the quality of care. Several studies have examined the economic impact of the provision of various types of community-based mental health crisis services, relative to traditional inpatient care. These studies find that significant cost savings can result from the provision of community-based crisis services, due to reduced inpatient utilization, increased emergency department diversion, and more appropriate use of community-based behavioral health services.

Based on the Texas Statewide Behavioral Health Strategic Plan 2022-2026, behavioral health services supported by State agencies are delivered in many places, including local community clinics, schools, foster family homes, state hospitals, and counties. A full array

of community-based services can reduce the need for inpatient care.

The 88th Texas Legislature appropriated \$100 million in Senate Bill 30 to HHSC to establish a Construction Grant Program for Mental Health Facilities. This program is intended to assist in funding the construction of specific mental health facilities to support local area needs. This program does not cover operational costs of running the facilities.

The Texas Statewide Behavioral Health Strategic Plan for fiscal years 2022-2026 provides a large scale framework HHSC is seeking to address through the approved construction grants and grant award will be based on the identified strategic plan gaps and goals.

### **2.3 ELIGIBLE POPULATION**

The facilities constructed under this RFA must serve individuals who need behavioral health services who have limited to no resources. Approved Grantees will construct facilities which will be utilized to provide support to individuals in the community, and can help bridge service gaps by providing needed services in medically underserved areas or to medically underserved populations.

### **2.4 ELIGIBLE SERVICE AREAS**

The service areas eligible for construction Grant Project funding under this RFA are all counties in Texas.

One construction Grant Project may serve multiple counties. If multiple counties are participating in the construction Grant Project, to determine the required match percentage, the population of all collaborating counties will be added.

### **2.5 ELIGIBLE ACTIVITIES**

This grant program may fund construction activities and costs as allowed by the laws, regulations, rules, and guidance governing fund use identified in the relevant sections of this RFA. Only grant-funded construction activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded as a result of this RFA.

The purpose of this RFA is to fund the construction of the following facility types:

1. Jail Diversion
2. Step Down Facilities
3. Permanent Supportive Housing
4. Crisis Stabilization Units
5. Crisis Respite Units

Construction Grant Projects can include the construction of new facilities, expansion of existing facilities, or remodeling of an existing facility that is not currently being used to provide mental health services. A constructed facility may be used as one or more of the facilities allowable for construction under this RFA.

The construction of office space may not be accomplished with the use of the grant funds, nor is the cost of the construction of office space counted toward the minimum match calculation.

## **2.6 PROGRAM REQUIREMENTS**

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

1. Construct one of the following types of facilities within three years of the date that grant funds are distributed by HHSC:
  - a. Jail Diversion
  - b. Step Down Facilities
  - c. Permanent Supportive Housing
  - d. Crisis Stabilization Unit
  - e. Crisis Respite Unit
2. Provide a local match, in the form of additional funding or in-kind contributions from private contributors or local governments, excluding State or federal funds, in an amount that is at least equal to the highest of the following amounts:
  - a. Twenty-five percent (25%) of the grant amount if the collaborative includes a county with a population of less than one hundred thousand (100,000);
  - b. Fifty percent (50%) of the grant amount if the collaborative includes a county with a population of at least one hundred thousand (100,000) but less than two hundred fifty thousand (250,000);
  - c. One hundred percent (100%) of the grant amount if the collaborative includes a county with a population of two hundred fifty thousand (250,000) or more.
3. Effectively collaborate with community partners. A community collaborative approach is defined as two or more organizations working together to address an unmet need in a way that achieves efficiency, continuity and effectiveness that would not be realized by one organization. Community collaboratives should aim at maximizing existing resources and avoiding duplication of effort.
4. Provide services in the constructed facilities for the purpose the facility was constructed. The facility must be used for at least five (5) years for the purpose in which it was constructed. At the expiration of five (5) years, if the facility is no longer needed for the originally authorized purpose, or if the Grantee would like to change that purpose, it must receive written approval from HHSC.

## **2.7 REQUIRED REPORTS**

The System Agency will monitor Grantee's performance, including, but not limited to, through review of financial and performance reports, under any Grant Agreement awarded

as a result of this RFA. Each Grantee awarded a Grant Agreement as a result of this RFA must submit the following reports by the noted due dates:

REPORT	DUE DATE
Financial Status Report – Quarterly	The last day of each month following the quarter being reported.
Performance Report – Quarterly	The last day of each month following the quarter being reported.
Single Audit Report – Annually	Nine (9) months after the Grantee’s fiscal year end.

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

**2.8 PERFORMANCE MEASURES AND MONITORING**

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

Grantee shall comply with State contracting guidance and applicable State law. The System Agency may require Grantee to comply with additional guidance for contracting, which may include requests for the System Agency to conduct pre-procurement reviews.

Grant Agreement(s) awarded as a result of this RFA are subject to the System Agency’s performance monitoring activities throughout the duration of the Grant Project Period. This evaluation may include a reassessment of Grant Project activities and services to determine whether they continue to be effective throughout the grant term.

**2.9 FINANCIAL STATUS REPORT (FSR)**

Except as otherwise provided, for Grant Agreements with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each State fiscal quarter for System Agency review and financial assessment. Through submission of a FSR, Grantee certifies that (1) any applicable

invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with Grant Agreement requirements; (2) all Grantee-performed services have been completed in compliance with the terms of the Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the grant award; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

## **2.10 PERFORMANCE REPORT**

Grantees must regularly collect and maintain data that measures the performance and effectiveness of activities under a Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by System Agency. Grantees must submit the necessary information and documentation regarding all requirements, including reports and other deliverables and will be expected to report quarterly on the following measures:

1. Status of construction and targeted completion date;
2. Detail of the work completed by the Grantee during the quarter;
3. Status of contracts such as those for architectural, engineering, and construction services;
4. Status of applicable licensing and permitting;
5. Total expenditures to date; and
6. Total match contributed to date.

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 Grant Project's stated purpose.

## **2.11 SINGLE AUDIT REPORT**

Grantee shall submit a Single Audit Report if it meets the requirements provided in Exhibit B, HHS Uniform Terms and Conditions – Grant, version 3.3, Section 4.2 Audits and Financial Statements.

## **2.12 FINAL BILLING SUBMISSION**

Unless otherwise directed by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Grant Agreement. Reimbursement or payment requests received after the deadline may not be paid.

## **SECTION III. APPLICANT ELIGIBILITY REQUIREMENTS**

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

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

Applicants may submit more than one Grant Application. If an Applicant would like to apply to construct multiple facilities, each facility must have its own application. If the Applicant will be applying to use one facility for two purposes allowable under this RFA, the Applicant should submit only one application.

### **3.2 APPLICATION SCREENING REQUIREMENTS**

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

1. Submits an application by the stated deadline (date and time);
2. Submits a complete application, including all required supporting documentation;
3. Is a County-Based Community Collaborative;
4. Submits letters of support to show evidence of significant coordination and collaboration between the entities funded by a grant awarded under this section. A letter of support from each of the following must be submitted:
  - a. The local mental health authorities;
  - b. The municipality; and
  - c. Local law enforcement agency.
  - d. Letters of support from other collaborative members is strongly encouraged.
5. Submits evidence of local law enforcement policy to divert appropriate persons from jails or other detention facilities to a facility affiliated with the County-Based Community Collaborative for the purpose of providing services to those persons. Examples of acceptable evidence include, but is not limited to, a letter from local law enforcement, memoranda of understanding, a copy of the law enforcement policy, or copy of an ordinance.

### **3.3 GRANT AWARD ELIGIBILITY**

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

1. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not



subject to suspension, debarment, or a similar ineligibility determined by any State or federal entity;

2. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;
3. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
4. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
5. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the effective date of this Grant Agreement.

### **3.4 GRANTS FOR POLITICAL POLLING PROHIBITED**

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

## **SECTION IV. PROJECT PERIOD**

### **4.1 PROJECT PERIOD**

The Project Period begins upon execution of the Grant Agreement, which is anticipated to be **September 1, 2024** and continues through **August 31, 2027**.

**Extension of Project Period:** The System Agency may, at its sole discretion, extend the Project Period to allow for the full expenditure of awarded funding and completion of Grant activities.

### **4.2 PROJECT CLOSEOUT**

System Agency will programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Grantee has completed all applicable actions and work in accordance with Grant Agreement requirements. The Grantee must submit all required financial, performance, and other reports as required in the Grant Agreement. The Grant 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.

## **SECTION V. GRANT FUNDING AND REIMBURSEMENT** **INFORMATION**

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

The total amount of State funding available for the Construction Grant Program for Mental Health Facilities is **\$100,000,000.00** for the entire Project Period. It is the System Agency's intention to make multiple awards to multiple Applicants that successfully demonstrate an ability to complete the Grant Project in the required timeframe, and upon completion of the project, provide follow-on services in the constructed facility for the purpose the facility was intended.

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.

Disbursement 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 DISBURSEMENT AMOUNTS**

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

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

### **5.3 GRANT FUNDING PROHIBITIONS**

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

1. The construction of office space;
2. Pre-award costs;
3. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;

4. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
5. 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;
6. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
7. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Grant Project objectives or activities;
8. 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;
9. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
10. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
11. Membership dues for individuals;
12. Any expense or service that is readily available at no cost to the Grant Project;
13. Any activities related to fundraising;
14. Any other prohibition imposed by federal, state, or local law; and
15. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

#### **5.4 MATCHING REQUIREMENTS**

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

A Grantee must provide a local Match, in the form of additional funding or in-kind contributions from private contributors or local governments excluding state or federal funds in an amount that is at least equal to the highest of the following amounts:

1. Twenty-five percent (25%) of the grant amount if the collaborative includes a county

- with a population of less than one hundred thousand (100,000);
2. Fifty percent (50%) of the grant amount if the collaborative includes a county with a population of at least one hundred thousand (100,000) but less than two hundred fifty thousand (250,000); or
  3. One hundred percent (100%) of the grant amount if the collaborative includes a county with a population of two hundred fifty thousand (250,000) or more.

All matching funds must meet the following criteria:

1. Are verifiable from the Grantee's records;
2. Are not included as contributions for any other State award;
3. Are necessary and reasonable for accomplishment of Grant Project objectives;
4. Are allowable under this Grant Agreement;
5. Are not paid by the State; and
6. Are provided for in the approved Grant Project Budget.

Matching funds may be in the form of land and/or building for the purpose of program. The value of the property will be the lesser of: (1) The value of the remaining life of the property recorded in the local government's accounting records at the time of donation; or (2) The current fair market value. However, when there is sufficient justification, HHSC may approve the use of the current fair market value of the donated property, even if it exceeds the value described in (1) at the time of donation.

Matching funds may be used for soft costs, which may include:

1. Professional Fees: This includes feasibility studies, consultants, architectural fees, master planning, interior design and engineering fees;
2. Land, Permits, Survey Fees: Land and real estate development costs associated with the legal process. This includes appraisal fees, land acquisition, assessments, land survey fees and the costs of inspections and permit fees paid to local governments.
3. Rentals, Equipment and Tools: Some of these items may not be related to the final Grant Project delivery. This includes trailers and equipment, cell phones, radio communication systems and any equipment in the staging area.
4. Accounting, Finance, and Insurance Fees: This includes bank transaction fees and accounting expenses, including software and data input. There are also construction loan commitment fees, broker fees and permanent commitment fees, as well as all insurance, dues for bid bonds, professional liability insurance and performance bond fees.
5. Project Management Costs and Taxes: These include staff compensation related to documentation and drawings, security and safety staff, any temporary staffing people, runners, direct payment to subcontractors and then all the related taxes to local and State agencies.
6. Post-construction Soft Costs: These might include legal fees that have not been settled, sales and leasing fees, building management fees, repair and property maintenance insurance, replacement costs, landscaping, security, insurance and taxes.

Respondents are not required to certify matching funds as part of the application process. However, State awards must be matched based on the requirement and no State funding will be released prior to an equivalent amount of match certified by the Grantee to HHSC.

## 5.5 PAYMENT METHOD

Upon execution of a Grant Agreement(s), if any, resulting from this RFA, the HHSC may disperse to Grantee(s) a one-time initial advance payment of no more than ten percent (10%) of the funding awarded for eligible costs. Upon completion of construction milestones, HHSC may disperse two additional disbursements.

# **SECTION VI. APPLICATION FORMS AND EXHIBITS FOR SUBMISSION**

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

## 6.1 NARRATIVE PROPOSAL

Using **Form D, Narrative Proposal**, attached to this RFA, Applicants shall provide an executive summary and describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Section II, Scope of Grant Project**, including the type of facility being constructed, the local need being fulfilled, and how the constructed facility will provide follow-on services for the purpose in which the facility was constructed. Applicants should identify all proposed tasks to be performed, including all Grant Project activities, during the Grant Project Period. Applicants must complete and submit all required attachments.

## 6.2 REQUESTED BUDGET

Attached **Exhibit H, Requested Budget Template**, of this RFA is the template for submitting the Requested Budget. Applicants must develop the Requested Budget to support their Proposed Grant Project and in alignment with the requirements described in this RFA.

Applicants must ensure that Grant Project costs outlined in the Requested Budget are reasonable, allowable, allocable, and developed in accordance with applicable State and federal grant requirements. Reasonable costs are those if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in accordance with relative benefits received. See 2 CFR Part 200.403 or TxGMS Cost Principles, Basic Considerations (pgs. 32-33), for additional information related to factors affecting allowability of costs.

Applicants must utilize the budget template provided, **Exhibit H, Requested 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 Grant Project. Applicants must enter all costs in the budget tables and explain why the cost is necessary and how the cost was established. Matching funds must also be identified in the Requested Budget.

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

**Submission of Exhibit H, Requested Budget Template, is mandatory. Applicants that fail to submit a Requested Budget as set forth in this RFA with their application will be disqualified.**

### **6.3 INDIRECT COSTS**

Indirect costs will not be allowed under this RFA.

### **6.4 ADMINISTRATIVE APPLICANT INFORMATION**

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

#### **1. Litigation and Contract History**

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

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

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

#### **2. Internal Controls Questionnaire**

By accepting a grant award from HHSC, the Applicant organization accepts responsibility for complying with the management and administration of programmatic, financial, and reporting requirements of the grant award. All HHSC

Grantees are required to have a financial management system in place that meets federal and State standards for expending and accounting for the funds received under the grant award. Under **Form C, Financial Management and Administrative Questionnaire**, HHSC seeks further information from Applicant as to its ability to address these programmatic, financial, and reporting requirements and meet the financial management system standards.

Applicant must complete **Form C, Financial Management and Administrative Questionnaire**, and submit with its Application.

## **SECTION VII. RFA ADMINISTRATIVE INFORMATION AND INQUIRIES**

### **7.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Funding Announcement Posting Date  Posted to HHS Grants RFA and Texas eGrants websites	February 16, 2024
Applicant Webinar Conference Attendance is Optional	February 26, 2024, at 10:00 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarification	February 27, 2024, by 2:00 p.m. Central Time
Tentative Date Answers to Questions or Requests for Clarification Posted	March 8, 2024
<b>Deadline for Submission of Applications</b>  <b>NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.</b>	<b>March 18, 2024, by 10:30 a.m.</b> <b>Central Time</b>
Anticipated Notice of Award	August 2024
Anticipated Project Start Date	September 1, 2024

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

All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission will be published by posting an addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities [web page](#). Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

## 7.2 SOLE POINT OF CONTACT

All requests, questions or other communication about this RFA shall be made by email **only** to the Grant Specialist designated as HHSC's Sole Point of Contact listed below:

<b>Name</b>	Amy Pearson
<b>Title</b>	Grant Specialist, HHSC Procurement and Contracting Services
<b>Address</b>	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
<b>Phone</b>	(512) 406-2638
<b>Email</b>	<a href="mailto:amy.pearson@hhs.texas.gov">amy.pearson@hhs.texas.gov</a>

**Applicants shall not use this e-mail address for submission of an Application. Follow the instructions for submission as outlined in Section VIII, Application Organization and Submission Requirements.**

However, if expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another designated HHS representative, e.g., during grant negotiations as part of the normal grant review process, if any.

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

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



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

### **7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION**

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

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

1. RFA Number;
2. Section or Paragraph number from this Solicitation;
3. Page Number of this Solicitation;
4. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment;
5. Page Number of the Exhibit;
6. Language, Topic, Section Heading being questioned; and
7. Question

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

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

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

**HHSC may review and, at its sole discretion, may respond to questions or other written requests received after the deadline.**

### **7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS**

Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA in the manner and by the deadline for submitting questions. Each Applicant submits its Application at its own risk.

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

- a. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;
- b. Shall not contest the interpretation by the HHSC of such provision(s); and
- c. Shall not be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

## 7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

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

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

## 7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

HHSC reserves the right to change, amend, modify or cancel this RFA. All changes, amendments and modifications or cancellation will be posted by Addendum on the HHS Grants RFA website and ESBD.

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 these posting websites will in no way release any Applicant or awarded Grantee from the requirements of posted Addenda or additional information. No HHS agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the websites or for the failure of any Applicant or awarded Grantee to stay informed of all postings to these websites. If the Applicant fails to monitor these websites for any changes or modifications to this RFA, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

## 7.7 EXCEPTIONS AND ASSUMPTIONS

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

No exception, nor any other term, condition, or provision in an Application that differs, varies from, or contradicts this RFA, will be considered to be part of any Grant Agreement resulting from this RFA unless expressly made a part of the Grant Agreement in writing by the System Agency.

## 7.8 APPLICANT WEBINAR CONFERENCE

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

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

All questions and requests for clarification must be presented in writing at the conference. Reference **Section 7.3, RFA Questions and Requests for Clarification** for the required format and information to be included.

HHSC reserves the right to amend responses to questions and requests for clarification after posting 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.

### **WEBINAR INFORMATION:**

The conference will be held through GoToWebinar, which may be accessed at: <https://attendee.gotowebinar.com/register/4112029886768696154>.

### **Webinar Instructions:**

- (1) Enter Webinar ID: 677-255-977
- (2) Enter Attendee's business email.
- (3) To register, the participants must have the following information ready:
  - a. First and last name of each attendee/registrant
  - b. E-mail address for the attendee/registrant
  - c. Applicant's legal name
  - d. Job title of attendee/registrant

## **SECTION VIII. APPLICATION ORGANIZATION AND SUBMISSION REQUIREMENTS**

### 8.1 APPLICATION RECEIPT

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

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

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

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

## 8.2 APPLICATION SUBMISSION

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

## 8.3 REQUIRED SUBMISSION METHOD

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

**Submission Option #1: HHS Online Bid Room:** Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit G, HHS 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 H, Requested 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.

**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 H, Requested 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.”

Sealed packaged must be clearly labeled with the following:

- 1) RFA Number
- 2) RFA Title
- 3) Application Response Deadline
- 4) Sole Point of Contact’s name
- 5) 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 U.S. Postal Service, overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

<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

#### **8.4 COSTS INCURRED FOR APPLICATION**

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

#### **8.5 APPLICATION COMPOSITION**

All Applications must:

1. Be responsive to all RFA requirements;
2. Be clearly legible;
3. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;

4. Include page numbering for each section of the proposal; and
5. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

## 8.6 APPLICATION ORGANIZATION

The complete application file .pdf must:

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

## 8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

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

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

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

## **SECTION IX. APPLICATION SCREENING AND EVALUATION**

### **9.1 OVERVIEW**

A three-step selection process will be used:

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

### **9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS**

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

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

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

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

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

## 9.4 EVALUATION CRITERIA

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

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

- a. Project Plan and Timeline (30%);
- b. Project Budget (25%);
- c. Meeting Local Need (25%); and
- d. Community Engagement (20%).

## 9.5 ORAL PRESENTATIONS AND SITE VISITS

Oral presentations may be required from any or all Applicants. Applicants will be provided advanced notice of any such oral presentation and are responsible for their own presentation equipment or setting up a virtual meeting. Failure to participate in the requested presentation may eliminate an Applicant from further consideration.

HHSC is not responsible for any costs incurred by the Applicant in preparation for any oral presentation.

Site visits may be required from any or all Applicants. HHSC will notify selected Applicants of the time and location of site visits or a virtual meeting. Failure to permit or participate in the requested site visit may eliminate an Applicant from further consideration.

HHSC is not responsible for any costs incurred by the Applicant in preparation for or attending any site visit.

## 9.6 PAST PERFORMANCE

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

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

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



by System Agency in its sole discretion, may result in System Agency removing the Applicant from further consideration for award.

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

1. Notices of termination;
2. Cure notices;
3. Assessments of liquidated damages;
4. Litigation;
5. Audit reports; and
6. Non-renewals of grants or contracts based on Applicant's unsatisfactory performance.

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

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

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

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

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

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, DUNS number) provided by Applicant will be used to conduct these checks. At System Agency's sole discretion, Applicants found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this solicitation, pending satisfactory resolution of all compliance issues.

Checks include:

## **1. State of Texas Debarment and Warrant Hold**

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

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

Applicant must not be excluded from contract participation at the federal level. This verification is conducted through SAM, the official website of the U.S. Government which may be accessed at: <https://sam.gov/content/home>.

## **3. Divestment Statute Lists**

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

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

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

## **4. HHS Office of Inspector General**

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

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

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

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

For grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee must check SAM Exclusions that contain the names of ineligible,

debarred, and/or suspended parties. Grantee certifies through acceptance of a Grant Agreement it will not conduct business with any entity that is an excluded entity under SAM.

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

## **SECTION X. AWARD OF GRANT AGREEMENT PROCESS**

### **10.1 FINAL SELECTION**

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

- A. Level of local need. HHSC intends to award Grant Project for geographical areas with the most need and currently lacking services provided under this RFA.
- B. Geographical diversity. HHSC intends to award Grant Projects across the State.
- C. Cost per square foot and cost efficiency.
- D. Ability to obtain matching funds.

There is not a maximum allowable award amount, however, HHSC intends to make multiple awards across the State to that will provide the most benefit. Community collaboratives should aim at maximizing existing resources and avoiding duplication of effort.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, geographic distribution across the State, cost-effectiveness, and other relevant factors.

All funding recommendations will be considered for approval by the Chief Program and Services Officer, or their designee.

### **10.2 NEGOTIATIONS**

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

a step to finalize the application to a state of approval and discuss proposed grant activities. During negotiations, selected Applicants may expect:

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

### **10.3 DISCLOSURE OF INTERESTED PARTIES**

Subject to certain specified exceptions, Section 2252.908 of the Texas Government Code, Disclosure of Interested Parties, applies to a contract of a State agency that has a value of \$1 million or more; requires an action or vote by the governing body of the entity or agency before the contract may be signed; or is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code.

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

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to 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 on-line process for completing the Form 1295 may be found on the TEC public website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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 contract, 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 as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

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

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

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

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

## **SECTION XI. GENERAL TERMS AND CONDITIONS**

### **11.1 GRANT APPLICATION DISCLOSURE**

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

### **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/>.

## **SECTION XII. APPLICATION CONFIDENTIAL OR PROPRIETARY INFORMATION**

### **12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS**

Applications and resulting Grant Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires System Agency to post grants and applications

on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

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

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

**By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations, 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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## SECTION XIII. SUBMISSION CHECKLIST

HHSC in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations (completed and signed), and Exhibit H, Budget Request Template (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.

This Submission Checklist identifies the documentation, forms and exhibits that are required to be submitted as part of the Application.

The Application must be organized in the order below and include each required section and the forms and exhibits identified within a section:

### 1. Administrative Information

- a. Form A, Applicant Information \_\_\_\_\_
- b. Form B, Administrative Information \_\_\_\_\_
- c. Form B-1, Governmental Entity, if applicable \_\_\_\_\_
- d. Form B-2, Nonprofit Entity, if applicable \_\_\_\_\_
- e. Form C, Internal Control Questionnaire \_\_\_\_\_

### 2. Narrative Proposal

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

- a. Form D, Narrative Proposal \_\_\_\_\_

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

- a. Exhibit A, HHS Solicitation Affirmations v.2.4 \_\_\_\_\_

**Per Section 3.2, Application Screening Requirements, 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 will be disqualified.**

- b. Exhibit D, Certification Regarding Lobbying \_\_\_\_\_
- c. Exhibit E, Exceptions, if applicable \_\_\_\_\_
- d. Exhibit H, Requested Budget Template (Excel) \_\_\_\_\_

**This Requested 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.**

- e. Exhibit I, HHS Solicitation Affirmations for State Architectural/Engineering and Construction Projects, v. 2.0 \_\_\_\_\_

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

## **SECTION XIV. LIST OF EXHIBITS AND FORMS ATTACHED TO RFA**

### **Exhibits**

Exhibit A, HHS Solicitation Affirmations

Exhibit B, HHS Uniform Terms and Conditions – Grant, version 3.3

Exhibit C, Additional Provisions – Grant Funding, version 1.0

Exhibit D, Certification Regarding Lobbying

Exhibit E, Exceptions Form

Exhibit F, Evaluation Tool

Exhibit G, HHS Online Bid Room Instructions

Exhibit H, Requested Budget Template

Exhibit I, HHS Solicitation Affirmations for State Architectural/Engineering and Construction Projects, v. 2.0

Exhibit J, Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary General Conditions, Version 2.2

### **Forms**

Form A, Applicant Information

Form B, Administrative Information

Form B-1, Governmental Entity

Form B-2, Non-Profit Entity

Form C, Internal Controls Questionnaire

Form D, Narrative Proposal