



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Applications (RFA) No. HHS0015037
for
Rural Hospital Maternal Care Operations Grant

Schedule of Events

Funding Announcement Posting Date (Posted to HHS Grants RFA website and Texas.gov eGrants website)	August 5, 2024
Deadline for Submission of Applications NOTE: To be considered eligible, Applications must be RECEIVED by HHSC by this deadline if not changed by subsequent Addenda.	September 13, 2024, by 5:00 p.m. Central Time
Anticipated Grant Agreement Start Date	The effective date of the Grant Agreement, if any, awarded to an Applicant will be determined at the sole discretion of HHSC.

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Section I. Overview

1.1 INTRODUCTION

The Texas Health and Human Services Commission (HHSC or System Agency) is accepting applications from qualifying hospitals for the Rural Hospital Maternal Care Operations Grant.

The purpose of this Request for Applications (RFA) is to provide time-limited financial support during the term of the Grant Agreement for qualified rural hospitals to engage in improvements of maternal care operations related to neonatal preparation and readiness for emergency labor and deliveries.

To be considered for award, an Applicant must submit a comprehensive Application which meets all the requirements of this RFA and includes all requested documentation.

For reference, selected Rural Hospital data may be found at:

<https://www.dshs.texas.gov/dshs-ems-trauma-systems/maternal-levels-care-designation>

1.2 STATUTORY AUTHORITY

HHSC is requesting Applications under Article II, Rider 88 (Rural Hospital Grant Program) of the Texas General Appropriations Act, Acts of the 88th Legislature, Regular Session (2023). All awards are subject to the availability of appropriated state funds and any modifications or additional requirements that may be imposed by law.

1.3 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) (currently located at <https://comptroller.texas.gov/purchasing/grant-management/>) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

Section II. Definitions and Acronyms

Unless the context clearly indicates otherwise, throughout this RFA, the definition given to a term below applies whenever the term appears in this RFA, in any Application submitted in response to this RFA, and in any Grant Agreement awarded as a result of this RFA. All other terms have their ordinary and common meaning.

Refer to **Exhibit B, HHS Uniform Terms and Conditions – Grant, version 3.3**, for additional definitions (e.g., Application, Deliverables, DSHS, Effective Date, Grant Agreement, Grantee, HHS, HHSC, Project, RFA, Statement of Work, System Agency, TxGMS). Other exhibits to this RFA may have additional definitions.

TERM	DEFINITION
Addendum	A written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued and posted by HHSC to the HHS Grants RFA website.
Applicant	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.
Change of Ownership	An event that results in a change to the federal taxpayer identification number of the license holder of a hospital. The substitution of a personal representative for a deceased license holder is not a Change of Ownership.
CFR	Code of Federal Regulations
CMS	Centers for Medicare and Medicaid Services
Critical Access Hospital	A designation made by CMS in accordance with Title 42, Part 485 of the Code of Federal Regulations.
General Hospital	As defined by Section 241.003 of the Texas Health and Safety Code, a general hospital is an establishment that: (A) offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis,

TERM	DEFINITION
	<p>treatment, or care for illness, injury, deformity, abnormality, or pregnancy; and</p> <p>(B) regularly maintains, at a minimum, clinical laboratory services, diagnostic x-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent.</p>
HHS Grants RFA website	<p>A website where grant opportunities managed by HHSC are posted. At time of RFA issuance, the website is located at https://resources.hhs.texas.gov/rfa/.</p>
HHS Procurement Forecast website	<p>A website where information regarding future opportunities, intent to award, and delayed procurements and RFAs are posted by HHSC. At time of RFA issuance, the website is located at https://www.hhs.texas.gov/business/contracting-hhs/procurement-opportunities.</p>
HHSC Rural Hospital Program Grants Portal	<p>A website where Applications for this RFA are submitted. At time of RFA issuance, the website is located at https://orhfcgrants.smapply.us/.</p>
Rural Hospital	<p>As defined by the Texas Administrative Code, Title 1, Part 15, Chapter 355, Subchapter J, Division 4, Rule § 355.8052, a hospital enrolled as a Medicaid provider that:</p> <p>(A) is located in a county with 68,750 or fewer persons according to the 2020 U.S. Census;</p> <p>(B) is designated by Medicare as a Critical Access Hospital (CAH), a Sole Community Hospital (SCH), or a Rural Referral Center (RRC) that is not located in a Metropolitan Statistical Area (MSA), as defined by the U.S. Office of Management and Budget; or</p> <p>(C) meets all of the following:</p> <ul style="list-style-type: none"> (i) has 100 or fewer beds; (ii) is designated by Medicare as a CAH, [an] SCH, or [an] RRC; and (iii) is located in an MSA.
Rural Referral Center (RRC)	<p>A classification made by CMS in accordance with Section 1886(d)(5)(C) (i) of the <u>Social Security Act</u> and the requirements set forth in Title 42, Section 412.96 of the Code of Federal Regulations.</p>
State	<p>The State of Texas and its instrumentalities, including HHSC and any</p>

TERM	DEFINITION
	other state agency, its officers, employees, or authorized agents.
TAC	Texas Administrative Code
Texas.gov eGrants website	A website where grant opportunities from Texas state agencies are posted. At time of RFA issuance, the website is located at https://txapps.texas.gov/tolapp/egrants/search.htm .
Texas Identification Number (TIN)	A unique 11-digit number that identifies a payee or state debtor. In most instances, the payee or debtor must provide a Social Security Number (SSN), Individual Taxpayer identification Number (ITIN) or Federal Employer Identification Number (EIN) to receive a TIN.

Section III. Project Description

3.1 HHSC RESPONSIBILITIES

To support the maternal care operations of rural hospitals in Texas, HHSC will provide to Grantee one payment for use towards purchase of neonatal equipment, supplies and/or training for emergency labor and delivery healthcare services.

3.2 STATEMENT OF WORK

- 3.2.1 Grantee must provide hospital services without interruption to the general public.
- 3.2.2 Grantee shall take appropriate actions in compliance with the Grant Agreement to enable Grantee to continue to provide hospital services to the general public.
- 3.2.3 Grantee shall only use the funds provided under this Grant Agreement for expenses or costs for goods or services (e.g., neonatal equipment, supplies, and training) to support maternal care in accordance with the Grant Agreement.
- 3.2.4 Grantee shall submit to HHSC a Funding Utilization Report in a format and timeframe prescribed by HHSC.
- 3.2.5 Upon HHSC's request, Grantee must identify by name and title the following points of contact for Grantee:
 - 1. Person authorized to sign Grant Agreement and/or Amendments
 - 2. Primary contact for questions regarding the Grant Agreement
 - 3. Financial Officer
 - 4. Accounts Payable
 - 5. Primary contact for contract management
 - 6. Alternate contact for contract management

In addition, Grantee must provide the following contact information for each individual listed above:

- 1. Phone Number
 - 2. Mailing Address
 - 3. E-mail Address
- 3.2.6 Grantee shall provide additional documentation or clarification as requested by HHSC.
- 3.2.7 HHSC may schedule virtual meetings and/or trainings to provide information and technical assistance regarding Grant activities and the use of funding. HHSC will provide Grantee with advance notification of these opportunities. Upon notification, Grantees must attend any scheduled meetings or trainings.

3.3 PROJECT PERIOD

The Project Period commences on the Grant Agreement Effective Date and concludes on **August 31, 2025**.

3.4 ELIGIBLE ACTIVITIES

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

3.5 PURCHASE OF EQUIPMENT

Items purchased using grant funds with an acquisition cost of \$5,000 or more and useful life of more than one year are classified as equipment by TxGMS.

Grantee must follow requirements set forth in TxGMS regarding equipment items. These requirements include maintaining property records, conducting a physical inventory at least every two years, maintaining a control system to prevent loss or theft, and maintaining maintenance on the equipment. Upon HHSC request, Grantee shall provide copies of the inventory report(s).

3.6 REQUIRED REPORTS

Under the Grant Agreement, the Grantee must submit the following reports by the specified due dates:

REPORT	Frequency	DUE DATE
Funding Utilization Report (Interim)	One-time	On or before the last calendar day of the 8th month following the month of the Effective Date of the Grant Agreement.
Funding Utilization Report (Final)	One-time	If the Funding Utilization Report (Interim) did not report utilization of all funds, a final report of all expenditures within 15 days prior to the expiration of the Grant Agreement.

HHSC will provide access and format for the Funding Utilization Report via Grantee's Rural Hospital Program Grants Portal within 30 days of Grant Agreement execution.

Grantee shall provide all applicable reports in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation (e.g., evidence of expenditures). Failure to comply with submission deadlines for required reports or other

requested information may result in HHSC, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

3.7 PERFORMANCE MEASURES AND MONITORING

HHSC will look solely to Grantee for the performance of all Grantee obligations and requirements in the Grant Agreement. Grantee shall not be relieved of its obligations for any nonperformance by its subgrantees or subcontractors, if any.

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

A Grantee must regularly collect and maintain data that measures the performance and effectiveness of activities under the Grant Agreement in the manner, and within the timeframes specified in this RFA and the Grant Agreement, or as otherwise specified by HHSC. As directed by HHSC, Grantee must submit the necessary information and documentation regarding all requirements, including reports and other deliverables, in the form and format prescribed by HHSC.

If requested by HHSC, the Grantee shall report on the progress towards completion of the Project and other relevant information as determined by HHSC during the 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.

3.8 SUPPORTING DOCUMENTATION

Grantee may submit to HHSC detailed and accurate evidence of expenditures (e.g., copies of "paid" invoices, copies of receipts) that identify the eligible expenses or costs that were incurred by Grantee using Grant funds.

Each paid invoice or receipt must include, at a minimum, the following information:

1. Grantee's Name;
2. Remit to Address;
3. Federal ID or other applicable unique identifier;
4. Accounts Receivable telephone number; and
5. Identification of qualifying expenses paid for with Grant funds.

Upon HHSC request, Grantee shall submit documentation (e.g., invoices) in the form, format, and manner prescribed by HHSC to support any eligible expenses or costs that

were incurred by the Grantee for which the Grant funds were used.

3.9 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to the Texas General Appropriations Act, Article IX, Section 4.04, appropriated monies may not be expended in the form of a grant to, or a contract with, a unit of local government unless the terms of the grant or contract require that the monies received under the grant or contract will be expended subject to limitations and reporting requirements similar to those provided by:

1. Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);
2. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
3. Sections 2113.012 and 2113.101 of the Texas Government Code.

For purposes of the Texas General Appropriations Act, Article IX, Section 4.04, the term “unit of local government” means:

1. A council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391 of the Local Government Code;
2. A local workforce development board; or
3. A community center as defined by Section 534.001(b) of the Health and Safety Code.

3.10 PROJECT CLOSEOUT

HHSC will programmatically and financially close the grant award when HHSC 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 the Grant Agreement expiration date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated and expended by Grantee by the expiration or termination of the Grant Agreement will revert to HHSC.

3.11 GRANTEE SUBMISSIONS DURING GRANT AGREEMENT TERM

Unless otherwise directed by HHSC in writing, Grantee shall submit all required reports, supporting documentation, and filings via the HHSC Rural Hospital Program Grants Portal.

Section IV. Applicant Eligibility Requirements

4.1 ELIGIBILITY REQUIREMENTS

To be considered for Grant Agreement under this RFA, an Applicant shall be:

1. Classified as a Rural Hospital in Texas; and
2. Able to establish that Applicant does not satisfy any condition for ineligibility set forth in **Section 4.2, Disqualifying Conditions**, or **Section 4.3, Grants for Political Polling Prohibited**.

4.2 DISQUALIFYING CONDITIONS

An Applicant is **not** eligible for a Grant Agreement under this RFA if Applicant is licensed as a General Hospital in Texas and is designated to provide inpatient obstetrical care as set forth in Texas Administrative Code, Title 25, Part 1, Chapter 133, Subchapter K, Rules §133.206 - §133.209.

4.3 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 an Application to this RFA, Applicant certifies that it is not ineligible for a Grant Agreement pursuant to this prohibition.

4.4 GRANTS AWARD ELIGIBILITY CERTIFICATION

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 HHSC 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 submission date of its Application.

4.5 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, contractors, or subcontractors, if any.

Section V. Grant Funding and Reimbursement Information

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

- 5.1.1 Upon execution of a Grant Agreement(s), if any, resulting from this RFA, HHSC may disperse to Grantee(s) a one-time payment in the amount of \$35,000 to support eligible activities as set forth in **Section 3.4, Eligible Activities**.
- 5.1.2 The Grant funding source is state funds.
- 5.1.3 Spending or costs incurred prior to the Effective Date of the Grant Agreement will be allowed to the extent that the costs would have been allowable if incurred after the date of award and only in accordance with the HHSC approved RFA activities.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

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

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

5.3 GENERAL GRANT FUNDING PROHIBITIONS

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

1. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
4. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
5. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
6. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a

program approved by the grantor agency and are directly related to the program's purpose;

7. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the Project;
11. Any activities related to fundraising;
12. Any other prohibition imposed by federal, state, or local law; and
13. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR Part 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

Section VI. RFA Administrative Information and Inquiries

6.1 TENTATIVE SCHEDULE OF EVENTS

The Schedule of Events is located on page 1 of this RFA.

All dates in the **Schedule of Events** are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the **Schedule of Events** are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the **Deadline for Submission of Applications** specified on the **Schedule of Events** 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 HHSC Procurement Forecast website. Each Applicant is responsible for checking the HHS Grants RFA website and HHSC Procurement Forecast website for updates prior to submitting an Application.

6.2 SOLE POINT OF CONTACT

6.2.1 Contact Information

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	Laurie Anderson
Title	Rural Hospitals Grant Specialist, HHSC Office of Rural Hospital Finance and Coordination
Address	Health and Human Services Commission 4601 W. Guadalupe Street, MC: 1400 Austin, Texas 78751
Phone	(512) 424-6784
Email	HHSCRuralHospitalFinance@hhs.texas.gov

Attempts to ask questions by phone or in person will not be allowed or recognized as valid. An Applicant shall not use the Grant Specialist e-mail address for submission of an Application. Refer to the instructions for Application submission as outlined in **Section VII, Application Submission Requirements**.

6.2.2 Alternate Point of Contact Designated by the Sole Point of Contact

If expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another HHS representative.

6.2.3 Prohibited Communications

Applicants and their representatives shall not contact HHS personnel, other than the Sole Point of Contact or alternate contact designated by the Sole Point of Contract, regarding this RFA. This restriction as to only communicating in writing by email with the specified Sole Point of Contact, or alternate contact designated by the Sole Point of Contact, 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.

6.3 CHANGES, AMENDMENT, OR MODIFICATION TO RFA

HHSC reserves the right to change, amend, modify, or cancel this RFA. All changes, amendments, 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 monitor the posting website for any changes or modifications to this RFA will in no way release any Applicant or Grantee from the requirements of posted changes or modifications.

HHSC will not be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the HHS Grants RFA website or for the failure of any Applicant or Grantee to stay informed of all postings to the HHS Grants RFA website.

6.4 QUESTIONS REGARDING THE RFA

Questions regarding this RFA are permitted if submitted by e-mail to the Sole Point of Contact prior to the **Deadline for Submission of Applications** specified in the **Schedule of Events**. Questions received less than 48 hours prior to the **Deadline for Submission of Applications** may not be answered by HHSC prior to the **Deadline for Submission of Applications**. HHSC, at its sole discretion, may respond to questions received after the **Deadline for Submission of Applications**.

Each question must include the following information:

1. RFA number;
2. Section or paragraph number from this RFA;
3. Page number of this RFA;

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 question(s) regarding the RFA:

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

The Applicant is solely responsible for verifying HHSC's receipt of its question(s). HHSC's responses to questions will not be posted to the HHS Grants RFA website. HHSC reserves the right to amend answers previously provided at any time prior to the **Deadline for Submission of Applications**.

If HHSC determines, based on a question received or any other factor (including, but not limited to, notices of ambiguity, conflict, or discrepancy as referenced in **Section 6.5, Ambiguity, Conflict, Discrepancy, Clarifications**), that the RFA will be amended or clarified, either an addendum will be posted on the HHS Grants RFA website or the RFA will be canceled. The action to be taken will be determined at the sole discretion of HHSC. Furthermore, if the RFA is canceled, HHSC will determine, in its sole discretion, if a new RFA will be issued.

6.5 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

In the manner specified for submitting questions regarding the RFA, Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFA before the **Deadline for Submission of Applications**.

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

1. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;
2. Shall not contest the interpretation by HHSC of such provision(s); and
3. Shall not be entitled to additional reimbursement, relief, or time by reason of any

ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

Section VII. Application Submission Requirements

7.1 DEADLINE FOR SUBMISSION OF APPLICATIONS

The Application must be received by HHSC on or before the **Deadline for Submission of Applications** (date and time) specified in **Schedule of Events** located on page 1 of this RFA or as amended via an Addendum posted on the HHS Grants RFA website.

Each Applicant may only submit one Application.

An Application received after the **Deadline for Submission of Applications** specified in the **Schedule of Events** will not be considered for award.

7.2 NOTIFICATION OF INELIGIBILITY

An Applicant may receive a system-generated email providing notice of ineligibility for grant funding under this RFA. An Applicant receiving this notice may refer to the Rural Hospital data noted in **Section I, Overview**. An Applicant receiving this notice is encouraged to review and validate responses to **Exhibit C, Rural Hospital Maternal Care Operations Grant Questionnaire**, including the question regarding provision of inpatient obstetrical care.

An Applicant who thinks it received a notification of ineligibility in error may have its Application reopened by contacting the HHSC designated contact in **Section 6.2, Sole Point of Contact**.

7.3 APPLICATION RECEIPT

HHSC will date and time stamp each Application upon submission through the Rural Hospital Program Grants Portal. The Applicant is solely responsible for ensuring its Application is received before the **Deadline for Submission of Applications** specified in the **Schedule of Events**.

An auto generated email will be sent to the individual that completed, dated, and electronically signed the Rural Hospital Maternal Care Operations Grant Questionnaire (i.e., **Exhibit C** to the RFA). Questions pertaining to the portal registration process and notifications from the HHSC Rural Hospital Program Grants Portal must be directed to the Sole Point of Contact.

The Applicant should allow for adequate time for submission before the **Deadline for Submission of Applications**. HHSC is not responsible for lost, misdirected, or late Applications. HHSC is not responsible for any Application that is mishandled prior to receipt by HHSC. HHSC is not responsible for any technical issues that result in late delivery, non-receipt of an Application, inappropriately identified documents, or other submission issues that may lead to disqualification.

The Application becomes the property of HHSC after submission to HHSC and will not

be returned to Applicant.

Applicant understands and acknowledges 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.

7.4 AUTHORITY TO BIND APPLICANT

By submitting an Application in response to this RFA, 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 bind the Applicant under any Grant Agreement that may result from the submission of an Application.

7.5 COST 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. An Application is submitted at the sole expense of the Applicant.

7.6 REQUIRED SUBMISSION METHOD

An Applicant must submit its completed Application to the HHSC Rural Hospital Program Grants Portal by the **Deadline for Submission of Applications** provided in the **Schedule of Events**.

An Application submitted by any other method (e.g., in person, mail, commercial carrier, email, facsimile transmission) will not be considered and will be disqualified.

7.7 APPLICATION COMPOSITION

The Application must contain all the information specified in the table titled “Application Content and Format.” As specified in this section, Applicant will either (1) enter information directly into the HHSC Rural Hospital Program Grants Portal or (2) upload document(s) into the HHSC Rural Hospital Program Grants Portal.

For information Applicant is to enter directly into the HHSC Rural Hospital Program Grants Portal, see the Rural Hospital Maternal Care Operations Grant Questionnaire provided as **Exhibit C**, to the RFA. HHSC encourages Applicants to review the content of RFA **Exhibit C, Rural Hospital Maternal Care Operations Grant Questionnaire**, prior to initiating the submission of the Application in the HHSC Rural Hospital Program Grants Portal.

Failure to submit the required documentation by the Deadline for Submission of Applications may result in a non-responsive Application that is excluded from award consideration.

Application Content and Format

1. Rural Hospital Maternal Care Operations Grant Questionnaire

Applicant must submit a completed Rural Hospital Maternal Care Operations Grant Questionnaire by entering a response to each question directly into the HHSC Rural Hospital Program Grants Portal. See **Exhibit C, Rural Hospital Maternal Care Operations Grant Questionnaire**, for the questions and information to be provided by the Applicant.

Important Note: An Application received without a completed and signed Rural Hospital Maternal Care Operations Grant Questionnaire will be disqualified.

2. Public Information Act Copy of Application

If Applicant asserts that information provided in its Application is exempt from disclosure under the PIA, in accordance with **Section 7.8, Texas Public Information Act – Application Disclosure Requirements**, Applicant must upload into the HHSC Rural Hospital Program Grants Portal a Public Information Act Copy of the Application.

7.8 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 HHSC 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: Certify, in the designated section of the **Exhibit**

A, HHS Solicitation Affirmations, version 2.4, 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, version 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 HHSC’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, HHSC, 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 HHSC and all other state agencies, without cost or liability.

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

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

7.9 APPLICANT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS RFA 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.

7.10 APPLICANT WITHDRAWAL, MODIFICATIONS, MULTIPLE SUBMISSIONS

Prior to the **Deadline for Submission of Applications** set forth in the **Schedule of Events**, 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, in accordance with **Section 7.6, Required Submission Method**. The modification must be received by HHSC by the **Deadline for Submission of Applications** set forth in the **Schedule of Events**.

No withdrawal or modification request received after the **Deadline for Submission of Applications** set forth in the **Schedule of Events** will be considered.

If multiple Applications are 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 VIII. Application Review

8.1 OVERVIEW

Neither issuance of this RFA nor retention of Applications constitutes a commitment on the part of HHSC to award a Grant Agreement. Submission and retention of Applications by HHSC confers no legal rights upon any Applicant.

HHSC retains the right to reject any or all Applications and to cancel this RFA if HHSC, in its sole discretion, considers it to be in the best interests of HHSC to do so.

HHSC reserves the right to select qualified Applicants to this RFA with or without discussion of the Applications with Applicants.

8.2 COMPLIANCE REVIEW OF APPLICATIONS

All Applications received by the **Deadline for Submission of Applications** as specified in the **Schedule of Events** will be reviewed by HHSC to determine which Applications meet all the minimum requirements of this RFA, including eligibility requirements, and are deemed responsive and qualified for further consideration.

At the sole discretion of HHSC, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. 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. Minor informalities do not include any disqualifying factor set forth in this RFA (e.g., untimely submission of an Application, submission of incomplete and/or unsigned required exhibits).

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 by the deadline specified by HHSC to the Sole Point of Contact in the form, format, and manner prescribed by the Sole Point of Contact. Failure to respond by the deadline may result in the rejection of the Application and the Application not being considered for award.

8.3 REQUEST FOR CLARIFICATION FOR APPLICATIONS

HHSC reserves the right to ask questions or request clarification regarding a submitted Application from any Applicant at any time prior to award.

8.4 VERIFICATION FOR PARTICIPATION IN STATE CONTRACTS

Prior to award of a Grant Agreement, all required verification checks will be conducted by HHSC.

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 HHSC's sole discretion, an Applicant found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this RFA, pending satisfactory resolution of all compliance issues.

In addition to the following checks, HHSC reserves the right to conduct additional checks to determine eligibility to receive a Grant Agreement.

1. State of Texas Debarment

Applicant must not be debarred from doing business with the State of Texas. This verification is conducted by reviewing the Debarred Vendor List maintained by the Comptroller of Public Accounts which may be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>.

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 the Comptroller of Public Accounts 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;
- e. Companies with Ties to Foreign Terrorist Organizations: and
- f. 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 which may be accessed at: <https://oig.hhs.texas.gov/exclusions>.

4. 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. The LEIE may be accessed at: <https://oig.hhs.texas.gov/exclusions>.

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 a Grantee 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.

Section IX. Grant Agreement Award Process

9.1 FINAL SELECTION

HHSC intends to award more than one Grant Agreement as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement. Following completion of the pass/fail review described in **Section VIII, Application Review**, HHSC will make a determination as to whether the Application complied with the requirements of the RFA.

All awards are contingent upon approval of the HHSC Executive Commissioner or the HHSC Executive Commissioner's designee. At any time and at its sole discretion, HHSC reserves the right to cancel this RFA, make partial award, or decline to award any Grant Agreement(s) as a result of this RFA.

9.2 DISCLOSURE OF INTERESTED PARTIES

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

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

Applicant represents and warrants that, if selected for award of a Grant Agreement, Applicant will submit to HHSC 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.

Additional instructions and information to be used to process the Form 1295 will be provided by HHSC to the potential Grantee(s). Grantee may contact the Sole Point of Contact or HHSC Contract Manager designated in the Grant Agreement for information needed to complete Form 1295.

If the potential Grantee does not submit a completed, certified, and signed TEC Form 1295 to HHSC with the signed Grant Agreement, HHSC is prohibited by law from executing a contract, even if the potential Grantee is otherwise eligible for award. HHSC, as determined in its sole discretion, may award the Grant Agreement to the next qualified Applicant, who will then be subject to this procedure.

9.3 AWARD TO GOVERNMENTAL ENTITIES

If an Applicant is a governmental entity and responding to this RFA in its capacity as a governmental entity, certain terms and conditions may not be applicable. HHSC reserves the right, to the extent permitted by law, to enter into a Grant Agreement with a governmental entity on terms that differ from this RFA provided each such term is expressly identified and accepted by HHSC in the fully executed Grant Agreement.

9.4 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)

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

HHSC may announce tentative funding awards through an “Intent to Award Letter” once 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 X. Grant Terms and Conditions

10.1 HHSC CONTRACT ADMINISTRATION

After award of a Grant Agreement, communications related to the Grant Agreement will be processed through the HHSC personnel designated in the Grant Agreement.

10.2 GRANT APPLICATION DISCLOSURE

In an effort to maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the Applicant to disclose information regarding any application for or award of state, federal, and/or local grant funding to the Applicant or subgrantee or subcontractor (i.e., entity that will participate, in part, in the operation of the Project) within the past two years to provide the same or similar Project specified in this RFA.

10.3 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES

In procuring goods and services using funding awarded under this RFA, Grantee must use Historically Underutilized Businesses (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, HHSC encourages Grantee to use HUBs to provide goods and services.

For information regarding the Texas HUB program, refer to the Comptroller of Public Accounts website: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Section XI. Exhibit List

The following exhibits are attached to and incorporated into this RFA for all purposes:

Exhibit A – HHS Solicitation Affirmations, version 2.4

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

Exhibit C – Rural Hospital Maternal Care Operations Grant Questionnaire