



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Applications (RFA)

*Grant for
Early Childhood Intervention
(ECI) Targeted*

RFA No. HHS0015907

DEADLINE FOR SUBMISSION OF APPLICATIONS

May 21, 2025 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 Early Childhood Intervention (ECI) program, which provides infants and toddlers with disabilities and developmental delays and their families with early intervention services designed to enhance the Child's development and the capacity of families to meet their Child's needs.

The purpose of this Request for Applications (RFA) is to ensure that appropriate early intervention services are made available in Bell, Coryell, Hamilton, Lampasas, and Milam counties to all eligible Children, children from birth to 36 months of age with developmental delays or disabilities, and their families. Applicants will be required to identify the intended geographical area of service coverage.

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:	Early Childhood Intervention (ECI)
RFA No.:	HHS0015907
Deadline for Submission of Applications:	May 21, 2025 by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	May 5, 2025 by 5:00 p.m. Central Time
Estimated Total Available Funding:	\$11,556,000.00
Estimated Total Number of Awards:	One or Multiple
Estimated Max Award Amount:	\$2,311,200.00 per State Fiscal Year
Match Required, if any:	Not Required
Anticipated Project Start Date:	September 1, 2025

Length of Project Period:	Five (5) years
Eligible Applicants:	Refer to Section 3.2, Application Screening Requirements

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 of Applications**, for further details.

1.2 DEFINITIONS AND ACRONYMS

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

Refer to all exhibits 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 and must be signed by the Applicant and returned with its Application.

[“Administrative Costs”](#) are costs incurred in support of the day-to-day operations of the Applicant’s organization. These overhead costs are the expenses that are not directly tied to a specific program purpose. Indirect Costs are considered Administrative Costs, but an Applicant may have Administrative Costs that support ECI, but that do not directly benefit the ECI program, such as costs for human resources, chief executive officer, chief financial officer, insurance for a building, etc.

[“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.”](#)

[“Assessment”](#) means the ongoing procedures used by appropriate qualified personnel throughout the period of a Child’s eligibility for early Childhood intervention services to assess the Child’s individual strengths and needs and determine the appropriate services

to meet those needs.

“Assistive Technology Devices” is Any item, piece of Equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of Children with disabilities.

“Assistive Technology Services” are any service that directly assists a Child with a disability in the selection, acquisition, or use of an Assistive Technology device.

“Battelle Developmental Inventory, Third Edition” (“BDI-3”) is a comprehensive evaluation tool that addresses cognitive, physical, communication, social/emotional, and adaptive development.

“Budget” means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds and Locally Collected Funds, 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.

“Budget Period” is the duration of the Budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own Budget Period.

“Business Day(s)” is any day other than Saturday, Sunday a federally or state recognized holiday.

“Calendar Day(s)” is any day of the week including Saturday, Sunday and all federally or state recognized holiday.

“Categorical Budget” is a financial schedule with defined expense categories documented in the program attachment that describes how funds will be used and/or the basis for reimbursement of the provision of contracted services.

“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.

“Child” means an infant or toddler, from birth through 36 months of age, plural “Children.”

“Child Find” includes outreach activities and strategies designed to locate and identify, as early as possible, infants and toddlers with developmental delay.

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

“Developmental Assessment of Young Children, Second Edition” (“DAYC-2”) is a comprehensive evaluation tool for Children from birth to five that is used to identify Children with possible delays in the following domains: cognition, communication,

social-emotional development, physical development, and adaptive behavior.

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

“Equipment,” pursuant to 2 CFR § 200.1, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. 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 Subrecipient 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” means the Health and Human Services System, which includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS).

“HHSC” means the Health and Human Services Commission.

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

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

“Individualized Family Service Plan (“IFSP”)” means a written plan of care for providing early Childhood intervention services and other medical, health, and social services to an eligible Child and the Child's family when necessary to enhance the Child's development.

“Interdisciplinary Team” is in accordance with the definition of multidisciplinary team in 34 CFR § 303.24 (relating to Multidisciplinary) and means a team that consists of at least two ECI professionals from different disciplines, one of which must be a Licensed

Professional of the Healing Arts (“LPHA”), and the Child’s parent.

“Locally Collected Funds” means funding from all revenue sources other than ECI cost reimbursement funding. This includes public and private insurance, family payments, Medicaid Administrative Claims, and Other Locally Collected Funds.

“Other Locally Collected Funds” means funding from revenue sources other than public and private insurance, family payments, Medicaid Administrative Claims, program income classified as “other,” unsolicited cash contributions, and in-kind contributions.

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

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

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

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

“Texas Kids Intervention Data System” (“TKIDS”) is a web-based case management system for collecting comprehensive ECI Client and service data.

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

1.3 STATUTORY AUTHORITY

Federal funding for this Grant Project is authorized under the Individuals with Disabilities Education Act (“IDEA”), P.L. 101-476, 104 Stat. 1142 (1990), codified as amended at 20 U.S.C. §1400 et seq., and in accordance with Texas Human Resources Code Chapter 73. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law. Federal funding awarded to the System Agency is through the program(s) listed below:

Federal Grant Program:	Individuals with Disabilities Education Act Part C
Federal Awarding Agency:	Office of Special Education Programs
Funding Opportunity No.:	H181A200171 (Part C)
Assistance Listing Number and Program Title:	84.181A Infant & Toddler/Families (Part C)

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 ECI program. The purpose of this program is to provide comprehensive ECI services for Children birth to 36 months. Subrecipients will deliver individualized services to enrolled Children and families that include, but are not limited to therapies, family education and support programs designed to address cognitive, physical, communication, social, and emotional development. The expected outcomes for Children participating in the ECI program include improved developmental milestones and increased readiness for school.

2.2 PROGRAM BACKGROUND

HHSC was established pursuant to Chapter 531 of the Texas Government Code and is responsible for oversight of the Texas HHS agencies.

HHSC is the state agency charged with implementing the Individuals with Disabilities Education Act (IDEA) - Part C program, which is the federal Program for Infants and Toddlers with Disabilities. Rules governing the State of Texas ECI program are located in Federal Regulation 34 CFR Part 303 - Early Intervention Program for Infants & Toddlers with Disabilities, Texas Human Resources Code Chapter 73, and Title 26, Part 1, Chapter 350 of the Texas Administrative Code (TAC).

ECI is a statewide program for families with Children from birth to 36 months of age who have developmental delays, disabilities, or certain medical diagnoses that may impact development. ECI supports families to help their Children reach their potential through developmental services primarily provided in the Child's natural environment. ECI services are planned and provided using a family-centered interdisciplinary-team approach that includes coordination with pediatricians and other care professionals, caretaker and family member involvement, and coaching to integrate intervention in daily routines in settings where Children typically live, learn, and play. Homes, Childcare facilities, grocery stores, parks, and restaurants that have on-site play Equipment are some examples of where Children may incorporate interventions into their daily routines.

2.3 ELIGIBLE POPULATION

The eligible population to be served under this RFA consists of individuals who are Children age birth to 36 months who reside in Texas and have a developmental delay, a disability, or certain medical diagnoses. Children must meet one of the following criteria to qualify:

- A. A medically diagnosed condition likely to cause a developmental delay and demonstrate a need for services;
- B. A developmental delay of 25% in one or more areas of development, or a 33% if the delay occurs only in the area of communication, as reflected in the BDI-3 or the DAYC-2; or
- C. A vision or hearing impairment as defined by the Texas Education Agency.

2.4 ELIGIBLE SERVICE AREAS

System Agency is seeking ECI program Applications for the following counties: Bell, Coryell, Hamilton, Lampasas, and Milam. Applicants may define the geographical areas of those counties for which they will provide coverage. The System Agency will ensure coverage of the five-county area by working with accepted Applicants to define the boundaries for each service provider. This may include awarding larger or smaller service areas based on need. While not required, the System Agency will consider Applicants who propose to serve multiple counties and/or full counties rather than a subset of zip codes within a county as best value for the state.

See **Exhibit F, Census and Served Data by County** for a list, by county, of the 2024 birth to three population and the average number of Children served per month by ECI between the months of July 2023 through June 2024.

2.5 ELIGIBLE ACTIVITIES

Eligible activities include providing individualized services for enrolled Children such as therapies, family education and support programs designed to address cognitive, physical, communication, social and emotional development. Services are primarily provided in the home or in community settings.

The primary focus of the RFA is to identify Applicants who can provide individualized intervention services, as determined by the interdisciplinary team, to meet the developmental needs of the Child and the needs of the family related to enhancing the Child's development, including community-based resources. All services identified as needed by the Child must be listed in the IFSP. With the concurrence of the family, all services identified as needed by the interdisciplinary team may be addressed in the IFSP. Service providers must be knowledgeable in Child development and developmentally appropriate behavior, as well as possess the requisite education, licenses, credentials, demonstrated competence, and experience. The array of required early intervention services must include, but is not limited to, the following as needed:

- A. Assistive Technology;
- B. Audiology Services;
- C. Behavioral Intervention;
- D. Counseling;
- E. Early Identification, Screening & Assessment;
- F. Family Education and Training;
- G. Health Services;
- H. Medical Services;
- I. Nursing Services;
- J. Nutrition;
- K. Occupational Therapy;
- L. Physical Therapy;
- M. Psychological Services;
- N. Service Coordination/Case Management;
- O. Social Work;
- P. Specialized Skills Training;
- Q. Speech-Language Pathology; and
- R. Vision Services

This grant program may fund activities and costs as allowed by the laws, regulations, rules, and guidance governing fund use identified in the relevant sections of this RFA.

Only grant-funded activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded as a result of this RFA.

2.6 PROGRAM REQUIREMENTS

To meet the mission and objectives of the ECI program, awarded Applicant must accept and be in compliance with all program requirements as set forth below.

2.6.1 SUBRECIPIENT REQUIREMENTS

To participate as a provider under a Contract awarded pursuant to this Solicitation, if any, the Subrecipient must:

- A. Comply with the Contract, including all Subrecipient requirements outlined in the Contract.
- B. Comply with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the ECI program. These include, but are not limited to, 26 Texas Administrative Code (“TAC”) Part 1, Chapter 350 and 1 TAC Part 15, Chapter 392, Subchapter B. The rules in Titles 1 and 26 of TAC, as they relate to the ECI program, may be modified, revised, and moved within their existing titles or into Title 26 of TAC during the term of the Contract. In the event of such modifications or moves, Subrecipient must comply with said rules.
- C. Administer the Contract, including development of internal policies, procedures, and guidelines, to ensure that all terms, conditions, and specifications of the Contract are met.
- D. Must serve all eligible Children between birth and 36 months whose families consent to services.
- E. Must collect local funds, which when combined with ECI contract funds, are sufficient to successfully perform the requirements of the Contract. Local funds include public and private insurance, philanthropy, funds from local governments, etc.
- F. Provide the information developed by HHSC relevant to velo-cardio-facial syndrome (“VCFS”), **Exhibit H, Example Velo-Cardio-Facial Syndrome (VCFS)** to parents of a Child who is known by Subrecipient to have at least two of the conditions listed in Texas Human Resources Code Section 117.076(b).
- G. Ensure that complete and accurate data is entered into the Texas Kids Intervention Data System (“TKIDS”) by the established due dates. Ensure there are adequate internal controls, security, and oversight for the approval and submission of such data. Subrecipients must comply with HHSC rules, policies, contract requirements, and applicable instruction manuals regarding the collection and submission of complete and accurate data.

- H. Comply with all requirements under the Texas Grant Management Standards (“TxGMS”), which is available online at <https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>. In its sole discretion, the Texas Comptroller of Public Accounts may revise TxGMS. Subrecipient is always responsible for complying with the TxGMS, including any revisions to the standards during the Contract term.
- I. Make a good faith effort to collect revenue for services provided to families, to include billing insurance, submitting appeals for denied claims, and collecting family fees as part of the Family Cost Share system, as allowable per the Contract.
- J. Ensure that for each funding source approved in Subrecipient’s Budget as locally collected federal, state, local, or private funds:
 - 1. The source is verifiable from Subrecipient’s records;
 - 2. Funding from the source is not included as a contribution for any other program;
 - 3. Program costs are necessary and reasonable for proper and efficient accomplishment of program objectives and contract requirements;
 - 4. Program costs are allowable and allocable under the applicable cost principles; and
 - 5. These funds are not paid by the Federal Government under any other award.
- K. Maintain adequate staff to provide services throughout the term of the Contract. Subrecipient must notify HHSC within 30 Calendar Days if a staffing shortage is negatively impacting Subrecipient’s ability to provide services. Adequate staffing includes employing or subcontracting with the necessary number of positions for all services as described in the Contract.
- L. Ensure that personnel paid from the funds received as a result of the Contract are qualified to perform the required services, including having and maintaining licensure in good standing as required by their occupation as defined in 26 TAC Chapter 350 Subchapter C.
- M. Ensure program directors receive all training to perform their duties successfully. HHSC may require specific training for program directors based on the performance of the Subrecipient or the program's needs. Documentation supporting the completion of the training must be kept in the program director’s personnel file. Supporting documentation could be certificates of completion, post quizzes with a passing score, or a document completed by the program director which includes a summary of the book, webinar, etc., and a brief description of how they will utilize the information.
- N. Complete a Federal Bureau of Investigations (FBI) and State of Texas fingerprint-based criminal background check and maintain documentation demonstrating compliance with 26 TAC Part 1, Chapter 350, Subchapter C, §350.310. Provide, upon the request of HHSC, an electronic or hardcopy screenshot of either the confirmation screen or receipt of completed fingerprint-based background checks.
- O. Comply with all state and local requirements regarding fire and safety inspections and make necessary corrections indicated in such inspections.

- P. Obtain and maintain liability insurance for their program and staff for the Contract's duration. Liability insurance must comply with all federal, state, and HHSC policies and guidelines as described in **Exhibit O, Insurance Requirements**.
- Q. Meet requirements listed in **Exhibit I, HHSC ECI Graphics Manual** for all printed and electronic materials used by the Subrecipient's ECI program for marketing, public awareness, Child Find, promotion, public education, program correspondence, and forms related to the ECI program. The Subrecipient must ensure that its ECI program uses "ECI" as part of its program name.
- R. Assist with the transfer of families and Children to other appropriate ECI programs if the program is not approved for funding in a subsequent Contract period, the designated service area is changed, or the Contract is terminated. In the event of termination or non-renewal, the Subrecipient must continue and successfully perform all contractual responsibilities until the effective date of Contract termination. HHSC reserves all available rights and remedies following termination or non-renewal.
- S. The Subrecipient must assist interested parents in enrolling their eligible Children in Medicaid, Children's Health Insurance Program ("CHIP"), and other applicable medical assistance programs as required by 26 TAC §350.1425.
- T. Enroll as a Texas Medicaid provider for applicable program services funded in **Section 2.6.2, ECI Services**. Subrecipients must comply with all applicable federal, state, and local laws and regulations about the services provided and all requirements specific to the Texas Medicaid Program. Subrecipient must make and document a good-faith effort to enter into provider agreements with all Medicaid Managed Care Plans and CHIP Managed Care Plans that serve the Subrecipient's designated service area. The provider agreements must be complete and active with any required updates as needed. Subrecipient must complete all paperwork and necessary enrollment documents to be reimbursed for the Medicaid and CHIP services provided by Subrecipient's staff.
- Subrecipient must ensure that all therapists providing Medicaid services for ECI Children are enrolled correctly with the Texas Medicaid Program and must bill Medicaid for services provided to Medicaid eligible Children. If requested by HHSC, Subrecipient must submit to HHSC, in a format specified by HHSC, the Texas Provider Identifier ("TPI") and National Provider Identifier ("NPI") number for each direct service staff.
- Subrecipient must also make and document a good faith effort to enroll as a provider with private insurance companies serving ECI families in the Subrecipient's designated service area.
- U. Enroll with the 2-1-1 Texas Area Information Center for the corresponding region for the Subrecipient's designated service area and update the 2-1-1 Texas Area Information Center within 30 Calendar Days of any changes to the Subrecipient's information.
- V. Utilize phone lines and fax machines that have electronic or cloud-based storage for all lines in which referrals are received. Programs must ensure they can receive voicemails and faxes even when utilities are down due to unforeseen circumstances.

- W. Obtain and utilize an Electronic Health Records system that complies with HHSC Data Use Agreements, Health Insurance Portability and Accountability Act (“HIPAA”), and Family Educational Rights and Privacy Act (“FERPA”).
- X. Participate in the Texas Medicaid Administrative Claiming (“MAC”) program through a Medicaid Administrative Claiming Program contract with HHSC and meet all participation requirements, if recognized by the State of Texas as a governmental entity or as directed by HHSC. This includes participation in the Random Moment Time Study and completion and submission of MAC financial information for the last federal quarter in which the Subrecipient provided services under the Contract should the Contract be terminated or not renewed.
- Y. Follow the guidance in **Exhibit J, Example Memorandum of Understanding** that HHSC entered into with the Department of Family and Protective Services (“DFPS”) to comply with the requirements of the Child Abuse Prevention and Treatment Act (“CAPTA”), 42 United States Code (“USC”) § 5106a(b)(2)(B)(xxi), and 20 USC § 1437. Subrecipients must accept referrals of Children under age three who are involved in substantiated cases of Child abuse or neglect unless Subrecipient consults with HHSC and explains in writing why it should not follow that guidance or take those actions.
- Z. Develop, implement, and maintain program management systems including, but not limited to:
1. Accurate, auditable, and complete records of service access and service delivery;
 2. Oversight of Subrecipient’s compliance with all applicable laws, policies, and regulations;
 3. Oversight of the Subrecipient’s required performance standards and measures;
 4. Systems to ensure the effective and efficient use of resources to deliver services to Children and their families;
 5. Oversight for accepting referrals and initiating pre-enrollment processes; and
 6. Ensuring referrals are transferred to the appropriate Subrecipient within two (2) Business Days if the family resides in another ECI Subrecipient’s designated service area.
- AA. Develop and implement a process for the tracking and reporting of consumer inquiries and complaints that includes submitting **Exhibit K, Example Agency Monthly Contact Report** to HHSC by the third (3rd) day of each month. If there is a change of greater than five percent (5%) from the previous period, the Subrecipient must also submit a monthly and quarterly trend analysis to HHSC that addresses shifts in the volume of contacts received that is related to consumer inquiries or complaints. All processes must satisfy the requirements of HHSC policies.
- BB. Agree to permit on-site monitoring visits and desk reviews, as deemed necessary by HHSC to review all financial, programmatic, or other records and management control systems relevant to the provision of goods and services under the Contract. The

Subrecipient shall include this requirement in any subcontract associated with the agreement.

- CC. Notify HHSC within two (2) Business Days if the Subrecipient is not in compliance with the provisions of the Contract. A false statement regarding the Subrecipient's compliance with the terms of the Contract may be treated as a material breach of the Contract and may be grounds for HHSC to terminate the Contract.

Subrecipient must also notify HHSC at least 60 Calendar Days before the intended effective date of any change in Texas Identification Number issued by the Texas Comptroller of Public Accounts or legal entity status, such as a change in ownership or control, name, or legal status with the Texas Secretary of State.

- DD. To the extent allowed by law, save and hold harmless HHSC, its employees, and the state of Texas, from all liability, of any nature, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by the persons or property, resulting in whole, or in part from the performance, or omission of any employee, agent, or representative of Subrecipient. Subrecipient also agrees to indemnify and hold harmless HHSC, its employees, and the state of Texas from any liability or negligence attributable, or that might be attributable, to HHSC, its employees, or the state of Texas resulting wholly or partially from the performance by Subrecipient, or Subrecipient's agents or employees, of the Contract. Subrecipient accepts liability for the performance of its personnel providing services under the Contract.

2.6.2 ECI SERVICES

- A. Subrecipient must provide services to address the development of the whole Child in the context of the family, and in the context of natural learning activities, to strengthen the capacity of the family to meet the unique needs of their Child. ECI services must be delivered in accordance with Individual with Disabilities Education Act ("IDEA") Part C and 26 TAC Part 1, Chapter 350.
- B. Subrecipient must comply with the requirements of 20 United States Code ("USC") § 1436(d) and 34 Code of Federal Regulations ("CFR") § 303.344 regarding development of an Individualized Family Service Plan ("IFSP") for each Child enrolled by the Subrecipient. In addition, the IFSP must include other elements as required by HHSC.
- C. Subrecipient must provide all services identified in the IFSP as necessary for the Child and family. The Subrecipient must begin services within 28 Calendar Days from the date of the caregiver's signature on the IFSP. If, at any time, the Subrecipient has not provided a service due to any reason not influenced by the family or a natural disaster, including staff shortages, staff illnesses, car problems, etc., the Subrecipient must provide compensatory services. Compensatory services are services identified in the IFSP as necessary for the Child, but not provided per the IFSP.
- D. If a Subrecipient Service delivery area is permanently being expanded pursuant to Contract requirements and HHSC written approval, then the Subrecipient, by the date set by the HHSC approval notice, must review all IFSPs for enrolled Children within

the Subrecipient's new service area and provide any needed compensatory services identified by the IFSP teams.

2.6.3 IFSP SERVICE DESIGNATIONS

A. Program Provided services:

Services provided by qualified Subrecipient staff or subcontractors or by the local education agency.

B. Program arranged services:

When the Subrecipient does not have the necessary personnel to deliver "Program Provided" services, the Subrecipient must ensure service delivery through "program arranged services." To qualify as "program arranged services," the Subrecipient must locate an external service provider willing to provide the service. The external service provider must complete the required ECI training; be a member of the IFSP team and sign the IFSP; and provide progress notes. Program arranged services may not be billed to ECI.

C. Not Part C services:

If the services are provided by an external service provider who does not meet the requirements for "program arranged services," the services are considered "not Part C." The Service Coordinator for the family must liaise with the external service provider and document any communication about the Child's progress. The Subrecipient must invite the external service provider to IFSP meetings.

D. Parent choice services:

At times, a parent or caregiver may opt to seek an external provider for a service identified on the IFSP. This is considered "parent choice" and must be noted on the IFSP. The Service Coordinator for the family must liaise with the external service provider and document any communication about the Child's progress. The Subrecipient must invite the external service provider to IFSP meetings.

E. Subrecipient must provide the array of ECI services identified and defined in 34 CFR § 303.13 and 26 TAC Part 1, Chapter 350 in accordance with the IFSP through qualified service providers. Additional requirements are listed below. These services include, but are not limited to:

1. Assistive Technology Services and Devices

Assistive Technology Services are defined in 34 CFR § 303.13(b)(1).

Assistive Technology Services may be provided as a distinct service planned on the IFSP by a Licensed Occupational Therapist ("OT"), a Licensed Physical Therapist ("PT"), or a Licensed Speech-Language Pathology ("SLP") according to the requirements of their profession, or as an activity or strategy for an IFSP outcome by the OT, PT, or SLP or other staff as determined by the IFSP team.

Purchase of Assistive Technology Devices or Equipment is allowable when the need is clearly stated in the Child's IFSP and recommended by the Child's Physician, Registered Nurse, OT, PT, SLP, or other qualified professional, including Auditory Impairment Teachers, Audiologists, and Teachers of the

Visually Impaired.

The Subrecipient must ensure documentation justifies that the purchase is necessary for implementation of the goals and strategies in the IFSP. Only Assistive Technology that cannot be obtained through a third-party source will be reimbursed by ECI program funds.

2. Audiology Services

Audiology Services are defined in 34 CFR § 303.13(b)(2). The Subrecipient must ensure audiology services planned on the IFSP are provided by either:

- a. A Licensed Audiologist licensed by the Texas State Board of Examiners for SLP and Audiology (including only those activities in the definition and within the scope of license); or
- b. A Teacher of the Deaf and Hard of Hearing certified by the Texas State Board of Education (including only those activities within the scope of the certification).

3. Behavioral Intervention

Behavioral intervention is defined in 26 TAC §350.1105(3).

- a. The Subrecipient must ensure behavioral intervention services are provided by individuals with:
 - 1) Knowledge of Child development;
 - 2) Knowledge of developmentally appropriate behavior; and
 - 3) Skills to utilize behavior analysis techniques and intervention in ways that help achieve the desired behavior change.
- b. The Subrecipient must ensure behavioral intervention services are provided according to a structured plan supervised by one of the following:
 - 1) Licensed Behavior Analyst (“LBA”); or
 - 2) One (1) of the following who is trained in Positive Behavior Supports or Applied Behavior Analysis:
 - a) Licensed Psychologist (“LP”) licensed by the Texas State Board of Examiners of Psychologists;
 - b) Licensed Psychological Associate (“LPA”) licensed by the Texas State Board of Examiners of Psychologists;
 - c) Licensed Professional Counselor (“LPC”) licensed by the Texas State Board of Examiners of Professional Counselors;
 - d) Licensed Clinical Social Worker (“LCSW”) licensed by the Texas State Board of Social Work Examiners;
 - e) Licensed Marriage and Family Therapist (“LMFT”) licensed by the Texas State Board of Examiners of Marriage and Family Therapists; or
 - f) Certified Autism Specialist.

- 3) The team and the parent may specify a provider with the requisite knowledge, skills and training.
4. Counseling
 - a. Counseling as defined in 34 CFR §303.13(b)(3) and 26 TAC §350.1105(4) may be provided through:
 - 1) Direct one-to-one intervention with the ECI enrolled Child and their parent or routine caregiver; or
 - 2) Direct group intervention with ECI enrolled Children and their parents or routine caregivers.
 - b. Counseling services do not include, and ECI program funds may not be used for, behavioral health services to adults, siblings, or other family members related to problems outside of the parent–Child relationship. Examples include substance use, domestic violence, specific mental health diagnoses, and marital issues. These services may be provided through referral to other community service delivery systems.
 - c. The Subrecipient must ensure counseling services are provided by the following professionals within scope of their state licensure:
 - 1) A LCSW licensed by the Texas State Board of Social Work Examiners;
 - 2) A LPC licensed by the Texas State Board of Examiners of Professional Counselors;
 - 3) A LMFT licensed by the Texas State Board of Examiners of Marriage and Family Therapists; or
 - 4) An LP licensed by the Texas State Board of Examiners of Psychologists.
5. Early Identification, Screening & Assessment

Subrecipients must complete comprehensive evaluations of Children and Assessments of family concerns, priorities, and resources as required in 34 CFR § 303.321 and 26 TAC Chapter 350, Subchapter H.
6. Family Education and Training

Activities defined in 34 CFR § 303.13(b)(3) and 26 TAC §350.1105(5) designed to improve the knowledge and skills of parents and other family members in matters related to growth, development, and learning of their Child. The Subrecipient may provide family education and training through:

 - a. Direct one-to-one service to the parent or routine caregiver (or the Child and their parent or routine caregiver);
 - b. Direct group service to Children and their parents or routine caregivers; or
 - c. Direct group training to parents or routine caregivers without their Children present.

The Subrecipient must ensure family education and training are provided by direct service staff with the requisite knowledge, training or skills in the information being provided.

7. Health Services

Health Services are defined in 34 CFR § 303.16. The Subrecipient must ensure health services are provided by health professionals acting within the scope of their license and with appropriate training.

8. Medical Services

Medical Services are defined in 34 CFR §303.13(b)(5). The Subrecipient must ensure medical services are provided by professionals acting within their license for eligibility determination, which cannot be obtained through a third-party source.

9. Nursing Services

Nursing services are defined in 34 CFR § 303.13(b)(6). The ECI Subrecipient must ensure nursing services are provided by:

- a. A Registered Nurse licensed by the Texas Board of Nursing; or
- b. A Vocational Nurse licensed by the Texas Board of Nursing.

10. Nutrition

Nutrition services are defined in 34 CFR § 303.13(b)(7). The Subrecipient must ensure nutrition services as are provided by a Dietitian licensed by the Texas Department of Licensing and Regulation and include:

- a. Conducting individual Assessments/evaluations for nutritional history and dietary intake, body measurements, biochemical and clinical variables;
- b. Addressing feeding skills and feeding problems, as well as food habits and food preferences; and
- c. Involving the development and monitoring of appropriate plans to address the nutritional needs of an enrolled Child and making referrals to appropriate community resources to carry out nutrition goals.

11. Occupational Therapy

Occupational therapy (“OT”) is defined in 34 CFR § 303.13(b)(8) and may be provided through direct one-to-one intervention with the Child and their parent or routine caregiver or direct group intervention with Children and their parents or routine caregivers. The Subrecipient must ensure OT is provided by an:

- a. OT licensed by the Texas Board of Occupational Therapy Examiners; or
- b. OT Assistant licensed by the Texas Board of Occupational Therapy Examiners, working under the direction of a Licensed OT.

12. Physical Therapy

Physical therapy is defined in 34 CFR. § 303.13(b)(9) and may be provided through

direct one-to-one intervention with the Child and their parent or routine caregiver; or direct group intervention with Children and their parents or routine caregivers. The Subrecipient must ensure physical therapy is provided by a:

- a. Licensed Physical Therapist (“PT”) licensed by the Texas State Board of Physical Therapy Examiners; or
- b. PT Assistant licensed by the Texas State Board of Physical Therapy Examiners, working under the direction of a Licensed PT.

13. Psychological Services

Psychological services are defined in 34 CFR § 303.13(b)(10) and may be provided through direct one-to-one intervention with the Child and their parent or routine caregiver; or direct group intervention with Children and their parents or routine caregivers. The Subrecipient must ensure psychological services are provided by:

- a. An LP authorized to practice by the Texas State Board of Examiners of Psychologists; or
- b. An LP Associate licensed by the Texas State Board of Examiners of Psychologists, working under the direction of an LP.

14. Service Coordination/Case Management

Service coordination/case management is defined in 34 CFR § 303.13(b)(11) and must meet the requirements of 34 CFR § 303.34.

- a. Service Coordination/Case Management may be provided through:
 - 1) Face-to-face interaction with the parent or routine caregiver;
 - 2) Telephone calls with the parent or routine caregiver; or
 - 3) Collateral contacts with other ECI or community service providers.
- b. The Subrecipient must ensure providers of Service Coordination/Case Management are knowledgeable in:
 - 1) The needs of infants and toddlers with disabilities and their families;
 - 2) Part C of the Individuals with Disabilities Education Act;
 - 3) The scope of ECI services available under the ECI program and the medical assistance program; and
 - 4) Other state and community resources and supports necessary to coordinate care.
- c. The Subrecipient must ensure providers of Service Coordination/Case Management complete the required case management training and comply with requirements for continuing education.
- d. Subrecipient must ensure service coordinators who are in the process of completing their Individualized Professional Development Plan (“IPDP”) receive at least four hours of supervision per month from a qualified supervisor. Supervisors of service coordinators must meet the qualifications listed in 26

15. Social Work

Social work services are defined in 34 CFR § 303.13(b)(13). The Subrecipient must ensure social work services are provided by:

- a. A Licensed Baccalaureate Social Worker (“LBSW”) licensed by the Texas State Board of Social Work Examiners;
- b. A Licensed Master Social Worker (“LMSW”) licensed by the Texas State Board of Social Work Examiners; or
- c. A Licensed Clinical Social Worker (“LCSW”) licensed by the Texas State Board of Social Work Examiners.

16. Specialized Skills Training (“SST”)

SST is defined in 26 TAC Part 1, §350.501(a)(4) and includes the provision of special instruction as defined in 34 CFR § 303.13(b)(14). SST may be provided through direct one to one intervention with the Child and their parent or routine caregiver or direct group intervention with Children and their parents or routine caregivers.

- a. The Subrecipient must ensure providers of SST are knowledgeable in Implementing strategies across developmental domains and Basic behavior intervention strategies (including rewards and consequences).
- b. The Subrecipient must ensure providers of SST have knowledge and training in the domain in which the Child has an identified developmental need.
- c. The Subrecipient must ensure SST is provided by an Early Intervention Specialist (“EIS”).
- d. Subrecipient must ensure an EIS who is in the process of completing their IPDP receives at least four hours of supervision per month from a qualified supervisor. Supervisors of EISs must meet the qualifications listed in 26 TAC Part 1, Chapter 350, Subchapter C, §350.313(c).

17. Speech-Language Pathology

Speech-language pathology is defined in 34 CFR § 303.13(b)(15) and can include sign language and cued language services as defined in 34 CFR § 303.13(b)(12).

Speech-language pathology may be provided through direct one-to-one intervention with the Child and their parent or routine caregiver or direct group intervention with Children and their parents or routine caregivers. The Subrecipient must ensure speech-language pathology is provided by:

- a. A SLP licensed by the Texas State Board of Examiners for Speech-Language Pathology and Audiology;
- b. An Intern in Speech-Language Pathology licensed by the Texas State Board of

Examiners for Speech-Language Pathology and Audiology; or

- c. A Licensed Assistant in Speech-Language Pathology (“SLPA”) licensed by the Texas State Board of Examiners for Speech-Language Pathology and Audiology, working under the direction of a licensed SLP.

18. Vision Services

Vision services are defined in 34 CFR § 303.13(b)(17).

- a. The Subrecipient must coordinate with the Local Education Agency to ensure vision services are provided by a Teacher of the Visually Impaired certified by the Texas State Board of Education.
- b. The Subrecipient must provide orientation and mobility services by an Orientation and Mobility Specialist certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

19. Telehealth Services

Subrecipient may use telehealth services as defined in Texas Government Code Section 531.001(7) (using the meaning assigned by Texas Occupations Code Section 111.001, as provided through Texas Medicaid). The Subrecipient must comply with the following:

- a. Families must give written consent that they agree to receive services via telehealth;
- b. Telehealth services must comply with all Texas Medicaid requirements for telehealth, as well as the licensure/practice act requirements for each provider; and
- c. Technology used to provide telehealth services must be compliant with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”).

20. Transportation

Transportation services are defined in 34 CFR § 303.13(b)(16).

- F. In addition to the requirements noted above, the Subrecipient must ensure all service providers are knowledgeable in Child development and developmentally appropriate behavior.

2.6.4 PROGRAM GENERAL REQUIREMENTS

- A. The Subrecipient must establish adequate internal controls and security to ensure the collection and data entry/submission of complete and accurate data in compliance with the TKIDS User Manual.
- B. The Subrecipient must report all required consumer, services, and provider information to HHSC through TKIDS.
- C. The Subrecipient must submit data in accordance with data standards and reporting requirements established in the TKIDS User Manual by the 20th day of the following

D. month. HHSC may make changes to the data standards or requirements during the current Contract period when necessary.

2.6.5 CONTRACT PERFORMANCE METRICS

The performance metrics listed below include both federal indicators as required by the Office of Special Education Programs (OSEP) and performance metrics required by HHSC. HHSC may take one or more of the following actions in response to a Subrecipient's failure to meet the targets: provide technical assistance, require a corrective action plan or improvement plan, revise Contract terms and/or provisions, withhold or reduce payments, or apply additional adverse actions.

The calculation methodologies described below are based on data obtained from TKIDS, except where noted.

A. Average Number Served

1. Is determined by the projected annual average number of enrolled Children who receive a program provided ECI service during each month.
2. Calculation Methodology: The total number of Children enrolled who received at least one program provided ECI service each month is divided by 12 at the end of each fiscal year.
3. Performance Target: The annual average number of Children served should be equal to or more than the contractually required number of Children to be served by Contractor.

B. Timely Submission of TKIDS Data

1. Is determined by the proportion of Program Provided service hours for PT, OT, SLP, and SST entered into TKIDS by the 20th day of the month following the month of service to the total number of Program Provided service hours for PT, OT, SLP, and SST entered into TKIDS for the same month.
2. Calculation methodology: The number of a Program Provided service hours for PT, OT, SLP, and SST entered into TKIDS by the 20th day of the month following the month of service divided by the total number of Program Provided services for PT, OT, SLP, and SST entered into TKIDS for the same month times 100.
3. Performance target: 100% of data entered by the due date for PT, OT, SLP, and SST.

C. Average Hours Delivered

1. Is determined by the proportion of Program Provided service hours to Children served during the month.

2. Calculation methodology: The total number of hours of Program Provided services divided by the number of Children served during the month.
3. Performance target: The minimum yearly average of Program Provided Services per Child per month must equal or exceed 2.74 hours.

D. Family Outcomes Survey Response Rate

1. Is determined by the proportion of completed family outcomes surveys to the total number of family outcome surveys sent to families served by the Subrecipient.
2. Calculation Methodology: The number of family outcomes surveys completed divided by the number of family outcome surveys sent to families served by the Subrecipient times 100.
3. Performance Target: At least 45% of families sampled shall complete the family outcomes survey annually.

E. Therapies Utilization

1. Is determined by the proportion of the total delivered Program Provided service hours of all therapies (PT, OT and SLP) to the total number of delivered Program Provided” service hours for SST and all therapies combined.
2. Calculation methodology: The total delivered Program Provided service hours of therapies (PT, OT and SLP) divided by the total number of delivered Program Provided service hours for SST and all therapies combined times 100.
3. Performance target: At least 40% of the total delivered Program Provided service hours must be therapy hours.

Note: Services must be provided based on the needs of the Children served, and it is expected that therapy hours may exceed the target.

F. Financial Reports Requirement

1. Is determined by the proportion of required reports submitted on time.
2. Calculation methodology: Number of reports submitted by the due date divided by the total number of required reports times 100.
3. Performance target: 100% of reports submitted by the due date.

2.6.6 FEDERAL INDICATORS

HHSC uses the indicators identified by OSEP for IDEA Part C services. The targets, definitions, and methodology are defined in Texas' most recent Annual Performance Report available at <https://www.hhs.texas.gov/providers/assistive-services-providers/early-Childhood-intervention-programs/eci-data-reports>.

A. Compliance Indicators

1. Indicator 1 – Timely Services

Timely is defined as within 28 Calendar Days of the date the caregiver signed the IFSP.

2. Indicator 7 – 45 Calendar Days Timeline

3. Indicator 8 – Early Childhood Transition:

- a. 8A – IFSPs with transition steps and Services;
- b. 8B – Notification to local education agency (“LEA”), if Child is potentially eligible for Part B; and
- c. 8C – Transition conference if Child is potentially eligible for Part B.

B. Results Indicators

1. Indicator 2 – Services in Natural Environments

2. Indicator 3 – Early Childhood Outcomes

- a. 3A – Positive social – emotional skills (including social relationships);
- b. 3B Acquisition and use of knowledge and skills (including early language/communication); an improved positive social–emotional skills (including social relationships); and
- c. 3C – Use of appropriate behaviors to meet their needs.

3. Indicator 4 - Family Involvement

- a. 4A – ECI has helped the family know their rights;
- b. 4B – ECI has helped the family effectively communicate their Children’s needs; and
- c. 4C – ECI has helped the family help their Children develop and learn.

4. Indicator 5 – Child Find (Birth to One)

5. Indicator 6 – Child Find (Birth to Three)

2.6.7 BUSINESS DAYS OF OPERATION

- A. Subrecipient must, at a minimum, have staff available to process referrals and meet the service delivery needs of families between the regular business hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Subrecipient must demonstrate the capacity to provide services for 52 weeks each calendar year. Each year Subrecipient may select up to ten days from the official state or federal holidays to close business and must provide the list to their assigned performance specialist annually.
- B. Subrecipient must have written policies and procedures for determining how and when to meet family requests for services outside of regular business hours in accordance with 26 TAC §350.1104(f). The Subrecipient must ensure services provided outside those hours are delivered in accordance with the Subrecipient's written policies and procedures.

2.6.8 RESPITE SERVICES - SCOPE OF WORK

- A. As required by 26 TAC Part 1, Chapter 350, Subchapter K, §350.1108, the Subrecipient must develop and implement a process for administering the State funded reimbursement of respite Services that are not directly related to IFSP goals for families of Children enrolled in the Subrecipient's ECI services program. Subrecipient may request reimbursement for applicable Indirect charges within the total respite contract amount.
- B. If Subrecipient determines it will not expend all its respite funds for services provided to families within its designated service area during the contract term, it may, upon providing written notification to HHSC, collaborate with other ECI Subrecipients in accordance with 26 TAC Part 1, Chapter 350, Subchapter K, §350.1108(c)(1) to reimburse families for respite services in areas outside of their designated service area.

2.6.9 REFERENCE EXAMPLES

System Agency is providing the attached **Exhibit D, Example Statement of Work** and **Exhibit D-1, Example Payment for Services** for reference as instructional examples for what a successful Applicant might expect as part of a Grant Agreement resulting from this RFA, if any. Please be advised that these exhibits are only for reference and a Grant Agreement resulting from this RFA, if any, would contain current requirements and information.

2.7 REQUIRED REPORTS

On a monthly basis, ECI Subrecipients must enter all case file information into the Texas Kids Intervention Data System (TKIDS) database; submit an "Agency Monthly Contact Report," which is used to report inquiries, complaints, and legislative contacts; and submit invoices reflecting all ECI expenditures incurred and any Locally Collected Funds obtained during the during the previous month. On a quarterly basis, Subrecipients must submit financial status reports and respite reports.

Lastly, on an annual basis, family outcome surveys are required of every Subrecipient. The System Agency will select the sample for the family outcome surveys; however, the Subrecipients is expected to assist in having families complete them. If the Subrecipient participates in other funding opportunities available only to ECI Subrecipients, additional reports may be required.

The System Agency will monitor Subrecipient's performance, including, but not limited to, through review of financial and programmatic reports and performance measures, under any Grant Agreement awarded as a result of this RFA. Each Subrecipient awarded a Grant Agreement as a result of this RFA must submit the following reports by the noted due dates:

REPORT	DUE DATE
Agency Monthly Contact Report	The third (3 rd) Calendar Day of each month following the month being reported.
Performance Data – Monthly	The 20 th of each month following the month being reported.
Invoices	The 30 th of each month following the month being reported except for the month of February, when invoices are due on the 28 th of the month.
Financial & Respite Status Reports - Quarterly	Due on the 30 th day of the month following the end of the quarter.
Family Outcome Surveys – Annual	Varies

The System Agency may require additional reports as necessary to ensure successful performance and reporting of all grant activities.

Subrecipient 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 Subrecipient 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 Subrecipient for the performance of all Subrecipient obligations and requirements in a Grant Agreement resulting from this RFA. Subrecipient shall not be relieved of its obligations for any nonperformance by its subgrantees or subcontractors, if any.

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

Subrecipients 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. Subrecipients must submit the necessary information and documentation regarding all requirements, including reports and other deliverables and will be expected to report monthly on the following measures:

- A. Monthly Average Number of Children Served;
- B. Timely Submission of TKIDS Data;
- C. Average Hours Delivered;
- D. Family Outcomes Survey Response Rate;
- E. Therapies Utilization;
- F. Financial Reports Requirements; and
- G. Federal Indicators including.

If requested by System Agency, the Subrecipient 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 Subrecipient must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Subrecipient's activities and services effectively address and achieve the project's stated purpose.

2.9 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for Grant Agreements with Categorical Budgets, Subrecipient 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, Subrecipient certifies that:

- A. 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;
- B. All Subrecipient-performed services have been completed in compliance with the terms of the Grant Agreement;
- C. That the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Award; and
- D. All expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

2.10 FINAL BILLING SUBMISSION

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

2.11 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit G, HHS Data Use Agreement v. 8.5**, or **Exhibit G-1, Governmental Entity Version v.8.5 HHS Data Use Agreement** including but not limited to the terms and conditions regarding **Exhibit G-2, Texas HHS System-Data Use Agreement-Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

2.12 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

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

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

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

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

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

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, Subrecipient and its subgrantees or subcontractors, if any.

Each Applicant may only submit one Grant Application.

3.2 APPLICATION SCREENING REQUIREMENTS

In order to be considered an Applicant eligible for evaluation, Applicants must:

- A. Be a governmental entity or nonprofit (501(c)(3)) organization; and
- B. Have a complete Application.

3.3 GRANT AWARD ELIGIBILITY

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

- A. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not subject to suspension, debarment, or a similar ineligibility determined by any state or federal entity;

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

3.4 GRANTS FOR POLITICAL POLLING PROHIBITED

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

Section IV. Project Period

4.1 PROJECT PERIOD

The Project Period is **September 1, 2025** through **August 31, 2030**, with no extensions.

4.2 PROJECT CLOSEOUT

System Agency will programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Subrecipient has completed all applicable actions and work in accordance with Grant Agreement requirements. The Subrecipient must submit all required financial, performance, and other reports as required in the Grant Agreement. The project close-out date is 90 Calendar Days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Subrecipient 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 federal and state funding anticipated to be available for the ECI program in the counties included in this targeted RFA is **\$11,556,000.00**, based on prior federal awards and prior state legislative appropriations. The total anticipated amount of Federal funding is \$5,100,902 and State funding is \$6,455,098. It is the System Agency's intention to make a single award or multiple awards, as appropriate, to an Applicant(s) that successfully demonstrates the capacity, experience, and fiscal acuity needed to manage and sustain a local ECI program.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the Project Period to avoid lapsed funding at the end of the grant term. Successful Applications may not be funded to the full extent of Applicant's requested Budgets in order to ensure grant funds are available for the broadest possible array of communities and programs.

Reimbursement will only be made for actual, allowable, and allocable expenses that occur within the Project Period. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

A significant portion of program funding will come from Locally Collected Funds, including third-party billing, and Other Locally Collected funds. ECI Subrecipients must promptly bill public and private insurance, appeal denials and, if allowable, collect Medicaid Administrative Claims to cover ECI program costs. HHSC is the payor of last resort, and only costs not covered by Locally Collected Funds may be billed to HHSC.

The System Agency will set a five-year not to exceed budget for awarded Applicants and will issue annual amounts on a yearly basis. The System Agency will make funds available for awarded Applicants to deliver ECI services beginning September 1, 2025. It is expected that Applicants to this RFA shall have demonstrated experience, expertise, and infrastructure to perform the work outlined herein.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

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

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

under this RFA.

5.3 GRANT FUNDING PROHIBITIONS

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

- A. Any use of grant funds to replace (supplant) funds that have been Budgeted for the same purpose through non-grant sources;
- B. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- C. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or Indirectly;
- D. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- E. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
- F. Entertainment, amusement, or social activities and any associated costs including, but not limited to, admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
- G. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the grant Project;
- K. Any activities related to fundraising;
- L. Any other prohibition imposed by federal, state, or local law; and
- M. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

5.4 COST SHARING OR MATCHING REQUIREMENTS

No Cost Sharing or Match is required by this RFA.

5.5 OTHER LOCALLY COLLECTED FUNDS REQUIREMENT

Other Locally Collected Funds is not required to apply for the ECI grant; however, Applicants proposing to commit to providing Other Locally Collected Funds annually during the term of any resulting grant period will be required to maintain that level of Other Collected Funds throughout the Project Period. Other Locally Collected funds must be treated consistently with grant funds and used only for allowable and allocable purposes.

All Other Locally Collected funds must meet all the following criteria:

- A. Are verifiable from the Grantee's records;
- B. Are not included as contributions for any other state or federal award;
- C. Are necessary and reasonable for accomplishment of Grant Project objectives;
- D. Are allowable under the Grant Agreement;
- E. Are not paid by the State or federal government; and
- F. Are provided for in the approved Grant Project Budget.

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

Indirect Costs that are not reimbursed by HHSC may be included as part of Other Locally Collected Funds.

Refer to Title 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and TxGMS issued by the Texas Comptroller of Public Accounts for additional information and requirements.

5.5 PAYMENT METHOD

Grant Agreement(s) awarded under this RFA will be funded on a cost reimbursement basis for reasonable, allowable, and allocable Grant Project costs. Under the cost reimbursement payment method, Subrecipient is required to finance operations and will only be reimbursed for actual, allowable, and allocable costs incurred on a monthly basis and supported by adequate documentation. No additional payments will be rendered unless an advanced payment is approved.

Cost reimbursement is determined by 2 CFR 200, TxGMS and TAC. ECI Subrecipients may subcontract as needed to provide services, but Subrecipients must ensure subcontractors abide by all HHSC policies and procedures to maintain compliance.

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

Section VI. Application Exhibits and Forms 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 **Forms C, D, E** through **H**, attached to this RFA, Applicants shall provide information on their experience, capacity, and ability to satisfy all objectives described in **Section II, Scope of Grant Project**, including the Applicant's experience managing government Budgets, grants, capacity to recruit, train and retain staff, and plans to ensure adequate oversight and compliance. Applicants must complete and submit all required attachments.

6.2 REQUESTED BUDGET

Attached **Form D-1, Proposed Counties to be Served and Proposed Funding**, of this RFA is the template for submitting the Requested Budget. Applicants must develop the Requested Budget to support their Proposed Project and in alignment with the requirements described in this RFA.

Applicants must ensure that Project costs outlined in the Requested Budget are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements. Reasonable costs are those if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in

accordance with relative benefits received. See 2 CFR 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, **Form D-1, Proposed Counties to be Served and Proposed Funding**, and provide the total estimated cost to provide ECI services for each Budget category listed. Applicants must complete all the tables included. Other Locally Collected funds must also be identified in the Requested Budget.

If selected for a grant award under this RFA, a line-item Budget will be required prior to contract execution. Only System Agency approved Budget items in the finalized Budget may be considered eligible for reimbursement.

Submission of Form D-1, Proposed Counties to be Served and Proposed Funding, is mandatory. Applicants that fail to submit a Requested Budget as set forth in this RFA with their Application will be disqualified.

6.3 INDIRECT COSTS

Applicants must have an approved Indirect Cost rate (ICR) or request the de minimis rate to recover Indirect Costs. All Applicants are required to complete and submit **Form I, Texas Health and Human Services System Indirect Costs Rate (ICR) Questionnaire**, with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable contracts. Entities declining the use of Indirect Cost cannot recover Indirect Costs on any System Agency award or use unrecovered Indirect Costs as Other Locally Collected funds.

HHS typically accepts the following approved ICRs:

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

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

If the Applicant does not have an approved ICR agreement, the Applicant may be eligible for the 15% de minimis rate or may request to negotiate an ICR with HHS.

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

The HHS Federal Funds Indirect Cost Rate group will contact applicable Subrecipients after Grant Agreement execution to initiate and complete the ICR process. Subrecipients should respond within 30 Business Days, or the request will be cancelled, and Indirect Costs may be disallowed.

Once HHS acknowledges an existing rate or approves an ICR, the Subrecipient will receive one of the three Indirect Cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – 15% De Minimis, or the ICR Agreement Letter.

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

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

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms A** through **B-3** 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.

A. Litigation and Contract History

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

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See, **Exhibit A, HHS Solicitation Affirmations v. 2.6.**

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.

B. Internal Controls Questionnaire

Applicant must complete **Form K, Internal Controls Questionnaire**, and submit with its Application.

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Section VII. RFA Administrative Information and Inquiries

7.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants RFA and Texas eGrants websites	May 1, 2025
Deadline for Submitting Questions or Requests for Clarification	May 5, 2025 by 5:00 p.m. Central Time
Tentative Date Answers to Questions or Requests for Clarification Posted	May 7, 2025
Deadline for Submission of Applications NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.	May 21, 2025 by 10:30 a.m. Central Time
Anticipated Notice of Award	August 2025
Anticipated Project Start Date	September 2025

Applicants must ensure their Applications are received by HHSC in accordance with the Deadline for Submission of Applications (date and time) indicated in this Schedule of Events or as changed by subsequent Addenda posted to the [HHS Grants RFA](#) website. All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission of Applications will be

published by posting an Addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission of Applications, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities [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:

Name	Michelle Boyd
Title	Contract Administrative Manager, HHSC Procurement and Contracting Services
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Phone	(512) 776-2831
Email	michelle.boyd@hhs.texas.gov

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 for submitting Questions or Requests for Clarification established in **Section 7.1, Schedule of Events**, or as may be amended in Addenda, if any, posted to the HHS Grants RFA websites

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

- A. RFA Number;
- B. Section or Paragraph number from this Solicitation;
- C. Page Number of this Solicitation;
- D. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment;
- E. Page Number of the Exhibit;
- F. Language, Topic, Section Heading being questioned; and
- G. Question

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

- A. Name of individual submitting question or request for clarification
- B. Organization name
- C. Phone number
- D. E-mail address

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

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

7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

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

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

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

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

Responses to questions or other written requests for clarification will be consolidated and HHSC will post responses in one or more Addenda on the [HHS Grants RFA](#) website.

Responses will not be provided individually to requestors.

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

7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

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

It is the responsibility of each Applicant to periodically check the HHS Grants RFA website for any additional information regarding this RFA. Failure to check these posting websites will in no way release any Applicant or awarded Subrecipient 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

Subrecipient to stay informed of all postings to these websites. If the Applicant fails to monitor these websites for any changes or modifications to this RFA, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

7.7 EXCEPTIONS

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

Form J, Exceptions Form is required to be submitted whether exceptions are being made or not. 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.

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 of Applications.

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

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

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

8.2 APPLICATION SUBMISSION

By submitting an Application in response to this Solicitation, Applicant represents and

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

8.3 REQUIRED SUBMISSION METHOD

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

Submission Option #1 HHS Online Bid Room: Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit L, HHS Online Bid Room**. **File Size Limitation:** Restriction to 250MB per file attachment.

- A. One (1) copy marked as “Original Application” that contains the Applicant’s entire Application in a Portable Document Format (“.pdf”) file.
- B. One (1) copy of the completed **Form D-1, Proposed Counties to Be Served and Proposed Funding**, in its original Excel format.
- C. One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with **Section 12.1, Texas Public Information Act-Application Disclosure Requirements**, 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:

- A. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.” USB drive must include the completed **Form D-1, Proposed Counties to Be Served and Proposed Funding**, in its original Excel format.
- B. One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act-Application Disclosure Requirements**. 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. Deadline for Submission of Applications

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.

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

- A. Be responsive to all RFA requirements;
- B. Be clearly legible;
- C. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;
- D. Include page numbering for each section of the proposal; and
- E. Include signature of Applicant's authorized representative on all exhibits and forms

requiring a signature. Copies of the Application documents should be made after signature.

8.6 APPLICATION ORGANIZATION

The complete Application file .pdf must:

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

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

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

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

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

Section IX. Application Screening and Evaluation

9.1 OVERVIEW

A three-step selection process will be used:

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

9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

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

At the sole discretion of HHSC, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A “minor informality” is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations v. 2.6**, or **Form D-1, Proposed Counties to Be Served and Proposed Funding**).

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 E, Evaluation Tool**.

Scoring Criteria: Qualified Applications shall be evaluated based upon:

- A. Organizational Experience/Capacity (30%)
- B. Proposed Service Area/Average Number of Children Served Monthly (25%)
- C. Proposed Requested Budget/Financial Capacity (25%)
- D. Start Up and Operational Plan (20%)

9.5 PAST PERFORMANCE

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

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

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

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

- A. Notices of termination;
- B. Cure notices;

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

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

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

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

9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

Prior to award of a Grant Agreement 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:

A. State of Texas Debarment and Warrant Hold

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

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

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

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

C. Divestment Statute Lists

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

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

1. Companies that boycott Israel;
2. Companies with Ties to Sudan;
3. Companies with Ties to Iran;
4. Foreign Terrorist Organizations; and
5. Companies with Ties to Foreign Terrorist Organizations.

D. HHS Office of Inspector General

Applicant must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as a provider:

<https://oig.hhs.texas.gov/exclusions>

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

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

<https://exclusions.oig.hhs.gov/>.

Additionally, if a Subrecipient under a federal award, the Subrecipient 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 Subrecipient shall review and update information at least annually after initial SAM registration and

more frequently as required by 2 CFR Part 25.

For Subrecipients that may make procurements using grant funds awarded under the Grant Agreement, Subrecipient must check SAM Exclusions that contain the names of ineligible, debarred, and/or suspended parties. Subrecipient 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. Availability of funding;
- B. Final target for monthly Children served;
- C. Applicant's proposed cost and funding per Child;
- D. Percent of Children with Medicaid within the Applicant's service area; and
- E. Estimated percent of Medicaid Administrative Claims

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

All funding recommendations will be considered for approval by the HHSC Family Health Services Deputy Executive Commissioner, or their designee.

10.2 NEGOTIATIONS

After selecting Applicants for award, the System Agency may engage in negotiations with selected Applicants. As determined by System Agency, the negotiation phase may

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

- A. An in-depth discussion of the submitted Application and Requested Budget; and
- B. Requests from the System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application, including a line-item Budget of the Applicant's proposed costs. 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 Subrecipient 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 the System Agency to the potential Subrecipient(s). Subrecipient may contact Sole Point of Contact or designated Contract Manager for information needed to complete Form 1295.

If the potential Subrecipient 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 Subrecipient 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 HHSC Family Health Services Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate and/or execute grants. Receipt of an “Intent to Award Letter” does not authorize the recipient to incur expenditures or begin project activities, nor does it guarantee current or future funding.

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

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 Project) within the past two years to provide early intervention services to Children and their families.

11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

In procuring goods and services using funding awarded under this RFA, Subrecipient 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:

A. Mark Original Application:

1. Mark the Original Application, at the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and
2. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Application);

B. Certify in Original Application – HHS Solicitation: Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations v. 2.6**, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and

C. Submit Public Information Act Copy of Application: Submit a separate “Public Information Act Copy” of the Original Application (in addition to the original and all copies otherwise required under the provisions of this RFA). The Public Information Act Copy must meet the following requirements:

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font);
2. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and

3. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in **Subsection C of this section** must be identical to those set forth in the Original Application as required in **Subsection A(2)**, above. The only difference in required markings and information between the Original Application and the “Public Information Act Copy” of the Application will be redactions – which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Application.

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations v 2.6, 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.

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 v. 2.6 (completed and signed), and Form D-1, Proposed Counties to be Served and Proposed Funding (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications for further detail.

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

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

A. Administrative Applicant Information

1. Form A, Face Page _____
2. Form B, Program Contact Information _____
3. Form B-1, Governmental Entity, if applicable _____
4. Form B-2, Nonprofit Entity, if applicable _____

5. Form B-3, Conflict of Interest and Contract History _____

6. Form K, Internal Controls Questionnaire _____

B. Narrative Proposal

1. Form C, Experience and Capacity _____

2. Form D, Proposed Service Area _____

3. Form E, Proposed Average Number of Children Served Monthly _____

4. Form F, Proposed Funding and Financial Experience _____

5. Form G, Start Up and Operational Plan _____

6. Form H, E-Verify and Enrollment _____

C. Requested Budget

Form D-1: Proposed Counties to be Served and Proposed Funding _____

This requested Proposed Counties to be Served and Proposed Funding 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 Proposed Counties to be Served and Proposed Funding template will be disqualified.

D. Indirect Costs

Form I, Texas Health and Human Services System Indirect Costs
Rate (ICR) Questionnaire _____

E. Exceptions

Form J, Exceptions Form _____

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

1. Exhibit A, HHS Solicitation Affirmations _____

Per Section 9.2 – Initial Compliance Screening of Applications, Exhibit A, HHS Solicitation Affirmations v. 2.6 is mandatory and must be completed, signed and submitted for the Application to be considered responsive. Applications received without completed Solicitation Affirmations will be disqualified.

2. Exhibit C, Assurances Non-Construction Programs _____

3. Exhibit C-1, Certification Regarding Lobbying _____

4. Exhibit G, HHS Data Use Agreement V.8.5 or
Exhibit G-1, Governmental Entity Version 8.5 HHS Data Use Agreement _____

5. Exhibit G-2, Texas HHS System-Data Use Agreement-Attachment 2,
Security and Privacy Inquiry (SPI) Version 2.1 _____

6. Exhibit N, Federal Funding Accountability and Transparency
Act (FFATA) Certification Form

G. Signed Addenda

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

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Section XIV. List of Exhibits and Forms Attached to RFA

Exhibits

Exhibit A – HHS Solicitation Affirmations v. 2.6
Exhibit B – HHS Uniform Terms and Conditions – Grant, Version 3.5
Exhibit C – Assurances Non-Construction Programs
Exhibit C-1 – Certification Regarding Lobbying
Exhibit D – Example Statement of Work
Exhibit D-1 – Example Payment for Services
Exhibit E – Evaluation Tool
Exhibit F – Census and Served Data by County
Exhibit G – HHS Data Use Agreement (DUA) v. 8.5
Exhibit G-1 – Governmental Entity Version 8.5 HHS Data Use Agreement
Exhibit G-2 - Texas HHS System-Data Use Agreement-Attachment 2 , Security and Privacy Inquiry (SPI) Version 2.1
Exhibit H – Example Velo-Cardio Facial Syndrome
Exhibit I – HHSC ECI Graphics Manual
Exhibit J – Example Memorandum of Understanding
Exhibit K – Example Agency Monthly Contact Report
Exhibit L – Online Bid Room
Exhibit M – HHS Additional Provisions Grant Funding v. 1.0
Exhibit N – Federal Funding Accountability and Transparency Act (FFATA) Certification Form
Exhibit O – Insurance Requirement

Forms

Form A – Face Page
Form B – Program Contact Information
Form B-1 – Governmental Entity – Authorized Officials
Form B-2 – Non-Profit Entity – Authorized Officials
Form B-3 – Conflict of Interest and Contract History
Form C – Experience and Capacity
Form D – Proposed Service Area
Form D-1 – Proposed Counties to be Served and Proposed Funding
Form E – Proposed Average Number of Children Served Monthly
Form F – Proposed Funding and Financial Experience
Form G – Start Up and Operational Plan
Form H – E-Verify Enrollment Certification
Form I – Texas Health and Human services System Indirect Costs Rate (ICR) Questionnaire
Form J – Exceptions Form
Form K – Internal Controls Questionnaire