



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Applications (RFA)

Grant for Family Violence Program Shelter and Nonresidential Services

RFA No. HHS0015202

APPLICATION SUBMISSION DEADLINE

February 3, 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” or the “System Agency”) is accepting applications for the Family Violence Program (FVP) Shelter and Nonresidential Services grant for the provision of shelter services that operate 24 hours a day as well as nonresidential services..

The purpose of this program is to promote self-sufficiency, long-term independence, and safety from family violence and dating violence to survivors and their dependents, household members, and/or family members statewide to reduce the negative impacts of Family Violence on families and communities.

HHSC FVP seeks applications from entities that provide comprehensive services to operate a Shelter Center or a Nonresidential Center and can demonstrate they are using a voluntary, trauma-informed advocacy service model that respects an individual’s needs as part of HHSC’s plan for delivering Family Violence services in Texas, entitled [Creating a Safer Texas: Access to Safety, Justice, and Opportunity](#), hereafter called the [State Plan](#). HHSC’s plan for providing Family Violence services is developed pursuant to Texas Human Resource Code (HRC) Section 51.0021. The contract eligibility requirements for Family Violence Centers are set forth by HRC, Section 51.004(a)-(b). In developing the plan under this section, the department shall consider the geographic distribution of services and the local need for services, including the need for increasing services for underserved populations under HRC, Section 51.003(a).

The total amount of funding available for the FVP Shelter and Nonresidential Services grant is \$200,000,000.00, with \$40,000,000.00 budgeted annually. The State Fiscal Year runs from September 1 to August 31.

Grantees are required to match twenty percent (20%) of the Family Violence Prevention and Services Act (FVPSA) portion of their award. It is HHSC’s intention to make multiple awards. Awards will be funded based on an allocation formula determined by HHSC that is advised and recommended by a committee of stakeholders from across the State.

To be considered for an award, Applicants must execute **Exhibit A, HHS Solicitation Affirmations**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

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:	FVP Shelter and Nonresidential Services
RFA No.:	HHS0015202
Deadline for Applications:	February 3, 2025 by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	January 9, 2025 by 5:00 p.m. Central Time
Estimated Total Available Funding:	\$200,000,000.00, with \$40,000,000.00 budgeted annually
Estimated Total Number of Awards:	Multiple
Estimated Max Award Amount per grantee:	\$2,000,000.00 per year
Match Required, if any:	20% of FVPSA portion of award
Anticipated Project Start Date:	September 1, 2025
Length of Project Period:	5 years
Eligible Applicants:	<p>Not debarred of receiving any federal or State funds at the time of the award; and</p> <p>An eligible public or private nonprofit organization with a current 501(c)(3) status and who best demonstrates the ability to deliver comprehensive services to victims of Family Violence and/or Dating Violence as outlined in this RFA.</p> <p>Eligible under Texas Human Resources Code 51.003(a) or (b) and 51.004 (a) or (b).</p>

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

1.2 DEFINITIONS AND ACRONYMS

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

Refer to all exhibits to this RFA for additional definitions.

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

“Additional Shelter” means an additional shelter that a HHSC- funded Family Violence Shelter Center is a program that provides comprehensive residential and nonresidential services to victims of Family Violence.

“Applicant” means any person, organization 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.

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

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

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

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

“Client” means a member of the target population to be served under a Grant Agreement as a result of this RFA. For the purposes of this grant, a client is a Survivor of Family Violence or Dating Violence and their dependents, household members, and/or family members that are being served by a Family Violence Center

“Dating Violence” means an act, other than a defensive measure to protect oneself, by an individual against another individual with whom the actor has or has had a dating relationship and that is a) intended to result in physical harm, bodily injury, assault, or sexual assault; b) a threat that reasonably places an individual in fear of imminent physical harm, bodily injury, assault, or sexual assault; or c) intended to inflict emotional harm, including an act of emotional abuse. (See HRC, Section 51.002(1-a).)

“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.

“Domestic Violence” has the meaning as defined in 34 U.S.C § 12291(12) and 42 U.S.C. § 13925(a).

“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 Section 200.1 for Capital assets, Computing devices, General purpose equipment, Information technology systems, Special purpose equipment, and Supplies.)

“Family or “Families” means a household including one or more caregivers or parents that is currently caring for at least one child under the age of eighteen (18) years.

“Family Violence” means a) an act by a member of a Family or household against another member of the Family or household that: (i) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself; or (ii) is intended to inflict emotional harm, including an act of emotional abuse; or b) Dating Violence. (See Texas Human Resources Code, Chapter 51, Sec. 51.002(2).)

“Family Violence Center” means a Family Violence Shelter Center and a Family Violence Nonresidential Center, as defined in Texas Human Resources Code, Sections 51.002(4) and 51.002(5).

“Family Violence Prevention and Services Act” (FVPSA) is the primary federal funding source authorized at 42 U.S.C. § 10401 et seq., dedicated to the support of emergency shelter and related assistance for victims of Family Violence, Domestic Violence, Dating Violence and their children and from which these grants will be funded.

“FVNet” is a secure HHSC database used by the HHSC FVP to collect grantees’ data each month. FVNet accepts de-identified data in the format as outlined in **Exhibit F, Sample Data Format Guide**

"Good Standing" means not debarred of receiving any federal or State funds at the time of the award.

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

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

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

"HHSC" means the Health and Human Services Commission.

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

"Indirect Cost Rate" is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the Grantee's indirect costs to a direct cost base.

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

"Nonresidential Center" is a program that is operated by a public or private nonprofit organization and provides comprehensive nonresidential services to victims of Family Violence.

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

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

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

"Shelter Center" is a program that is operated by a public or private nonprofit organization and provides comprehensive residential and nonresidential services to victims of Family Violence.

"Survivor" means an individual who has experienced Domestic Violence, Family Violence and/or Dating Violence..

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

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

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

1.3 STATUTORY AUTHORITY

The System Agency is requesting applications under Chapter 531 of the Texas Government Code and Chapter 51 of the Texas Human Resources Code. All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

Federal funding for this Grant Project is authorized under the Family Violence Prevention and Services Act, as amended and codified in Title 42 U.S.C. Section 10401 et seq. 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 Programs:	Family Violence Prevention and Services Program; Social Services Block Grant (SSBG); Temporary Assistance for Needy Families (TANF) to Title XX
Federal Awarding Agency:	Department of Health and Human Services Administration for Children and Families
Funding Opportunity No.:	HHS-2024-ACF-OFVPS-FVPS-0028
Assistance Listing Number and Program Title:	93.671 Family Violence Prevention and Services Act Formula Grants for States and Native American Tribes and Tribal Organizations; 93.558 TANF to Title XX; 93.667 SSBG

1.4 STANDARDS

Awards made as a result of this RFA are subject to all policies, terms, and conditions set forth herein 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

The Texas Health and Human Services Commission (HHSC), the System Agency, is accepting applications for the FVP Shelter and Nonresidential Services grant for the provision of shelter services that operate 24 hours a day as well as Nonresidential Centers.

The purpose of this program is to promote self-sufficiency, long-term independence, and safety from family violence and dating violence to survivors and their dependents, household members, and/or family members statewide to reduce the negative impacts of Family Violence on families and communities.

Chapter 51 of the Texas Human Resources Code (HRC) authorizes HHSC FVP to promote development of and access to locally based and supported nonprofit services for victims of Family Violence throughout the State by contracting with Family Violence Centers throughout Texas.

HHSC FVP seeks applications to provide comprehensive services from entities that operate a Shelter Center or a Nonresidential Center and can demonstrate they are using a voluntary and trauma-informed advocacy service model that respects an individual's needs as part of HHSC's plan for delivering Family Violence services in Texas, entitled [Creating a Safer Texas: Access to Safety, Justice, and Opportunity](#), hereafter called the [State Plan](#). HHSC's plan for providing Family Violence services is developed pursuant to Human Resource Code (HRC) Section 51.0021. The contract eligibility requirements for Family Violence Centers are set forth by HRC, Section 51.004(a)-(c).

In developing the plan under this section, the department shall consider the geographic distribution of services and the local need for services, including the need for increasing services for underserved populations under HRC, Section 51.003(a). If awarded, all HHSC Family Violence Centers must follow rules set forth in Title 26 Texas Administrative Code Chapter 356, Subchapter B or D

2.2 PROGRAM BACKGROUND

FVP operating within the Family Health Services department of HHSC, promotes self-sufficiency, long-term independence, and safety from Family Violence and Dating Violence through contracted services with statewide service providers and community-based organizations. The overarching goal of FVP is to reduce the incidence and impact of Family Violence on individuals, Families, and communities in Texas.

Family violence is an epidemic that has negative impacts on safety, health, well-being, and economic security of Survivors, their families, and all communities in Texas. In 2022, 216 Texans were killed by their current or former intimate partner ([Honoring Texas Victims, Texas Council on Family Violence, 2023](#)). FVP has contracted with Family Violence Centers for decades to address the needs of Survivors of family violence and their children.

In fiscal year 2023, these Family Violence Centers received more than 293,000 hotline calls for help and served over 65,000 Survivors and their children (HHSC Family Violence Program Statistics, 2023). These Family Violence Centers provide life-saving shelter and supportive services including advocacy, counseling, and legal and financial assistance to address the impact of Family Violence and promote safety, self-sufficiency, and long-term independence for Survivors and their families. FVP seeks applications to continue to offer services to Survivors and their dependents, household members, and/or family members in Texas.

2.3 ELIGIBLE POPULATION

The eligible population to be served under this RFA consists of individuals who self-report experiencing Family Violence, Domestic Violence, or Dating Violence and their dependents, household members, and/or family members.

2.4 ELIGIBLE SERVICE AREAS

All counties within Texas are eligible service areas for project funding under this RFA.

2.5 ELIGIBLE ACTIVITIES

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

The purpose of the Shelter Center and Nonresidential Services RFA for grantees to provide trauma-informed, Survivor-centered advocacy services, per Texas Human Resources Code, Chapter 51, that must include at a minimum the following:

1. Twenty-four (24) hour a day Shelter, except that a Family Violence Nonresidential Center may provide access to a 24-hour-a-day Shelter;
2. Twenty-four (24) hour a day crisis hotline, except that a Family Violence Nonresidential Center may provide access to a 24 hour a day crisis hotline;
3. Access to emergency medical care;
4. Crisis and intervention services, including understanding and support, information, education, referrals, and other resource assistance;
5. Access to emergency transportation;
6. Advocacy focused on:
 - a. economic and housing stability;
 - b. physical, behavioral, and mental health;
 - c. the needs of children who are victims and the children of victims; and
 - d. the civil and criminal legal systems, including:
 - i. identifying individual needs, legal rights, and legal options; and
 - ii. providing support and accompaniment in pursuing those options;
7. Ongoing safety planning services in collaboration with the self-stated priorities and needs of the victim of Family Violence;

8. Community education regarding Family Violence and Family Violence prevention efforts;
9. Counseling services; and
10. Peer support services led by victims of Family Violence, including activities and other efforts that facilitate connections and the creation of community among victims of Family Violence.

Any Applicants applying as a Shelter Center must provide comprehensive services to both residential and nonresidential Clients. Applicants must also demonstrate how they will be in compliance with all applicable sections of Title 26 Texas Administrative Code (TAC), Chapter 356, Subchapters B and D, during the entire grant period, if awarded a grant.

Applicants may subcontract to assist in the operations of the program.

2.6 PROGRAM REQUIREMENTS

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

Unmet Need

The Applicant must address how they meet an unmet geographic or service need in their community and describe all primary counties in which services will be provided. To include a county as a primary county, services must be provided directly through the organization's shelter, Additional Shelter, Nonresidential Center, administrative office, satellite office, office in a partner location, virtual services delivery, or through utilizing a mobile advocate.

Service Model

Applicants must describe their plan to comply with the following:

1. Demonstrate that they are using, can maintain, and comply with an advocacy service model that is at minimum:
 - a. Voluntary
 - b. Trauma-informed, and
 - c. Respects an individual's needs.
2. Develop training requirements for all employees, contract staff, interns, and volunteers that provide direct services to Survivors regarding the advocacy service model including the importance of and best practices for voluntary and trauma-informed services that respects an individual's needs.
3. Develop written processes to ensure that the service model is adhered to and is evaluated for effectiveness in a manner that can be shared with HHSC as requested.

Client Service Provisions

Grantees must be able to serve Survivors of Family Violence, Domestic Violence, and Dating Violence and their dependents, household members, and/or family, within the following parameters:

1. All Survivors must enter into services voluntarily.
2. All Survivors must be served without regard to their geographic location.
3. Grantees shall not require victims to participate in other services as a condition of receiving shelter.
4. Grantees shall not charge a fee for participating in a program or for any program-related participation costs.
5. Grantees shall comply with non-discrimination requirements as required by Title 45 C.F.R. Part 1370, and as outlined in **Section 2.6(4) Nondiscrimination**.
6. Faith-based organizations must take steps to completely separate the presentation of any program with religious content from the presentation of the federally funded program by time or location in such a way that it is clear that the two programs are separate and distinct. Refer to "[Understanding the Regulations Related to the Center for Faith and Opportunity Initiatives](#)" available at The Partnership Center Regulations.
7. Comply with the Pro-Children Act of 2001, 20 U.S.C. §7181-7144 that prohibits smoking in facilities where federally funded children's services are provided, and
8. Comply with the Drug-Free Workplace Act of 1988 ([41 U.S.C. § 8102 et seq.](#)) that requires that all organizations receiving grants from any federal agency agree to maintain drug-free workplace.

Client Confidentiality

To ensure the safety of adult, youth, and child victims of family violence, domestic violence, or dating violence, and their families, Grantee shall protect the privacy, confidentiality and security of any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) pertaining to any individual receiving services or denied services. Grantee shall establish, implement, and maintain appropriate procedural, administrative, physical, and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of all confidential data and information.

Grantee shall not:

- a. Disclose any personally identifying information (PII), as defined in 45 C.F.R. §1370.2, collected in connection with services requested, including services utilized or denied;
- b. Reveal any PII without informed, written, reasonably time-limited consent by the individual about whom information is sought; or
- c. Require an adult, youth or child victim of family violence, domestic violence, and dating violence to provide consent to release his or her PII as a condition of eligibility for services.

Grantee must ensure compliance with the following laws, regulations, and rules:

1. Texas Human Resources Code Chapter 51, Family Violence Centers;
2. Texas Family Code Chapter 93, Confidential and Privileged Communications;
3. Title 26 Texas Administrative Code, Chapter 356. Family Violence Program;
4. Family Violence Prevention and Services Act (FVPSA) Grant funds pursuant to (42 U.S.C. §10406(c)(5));
5. Title 45 C.F.R. Part 1370, Family Violence Prevention and Services Programs, Section 1370.4;
6. The Health Insurance Portability and Accountability Act of 1996 (Public Law No. 104-191) (HIPAA) and the rules adopted under that Act;
7. All applicable State and federal laws, rules and regulations relating to privacy, security and confidentiality of Client data.

Program Database

Grantee shall maintain a secure database for the purpose of documenting and reporting program activities. The information in the Program Database must include at a minimum, all of the data elements required by HHSC. All Clients shall be assigned a unique identifier. The Client's social security number, protected health information, or any other personally identifiable information shall not be used as an identifier.

Grantee must establish adequate internal controls and security to ensure the collection and submission of complete and accurate data in compliance with the HHSC data requirements and in accordance with Title 26 TAC Chapter 356. Subject to Texas Human Resources Code §51.007, Grantee must not share personally identifying information or unredacted files with HHSC FVP.

Data must be submitted to HHSC via secure login to FVNet, which will be made available to Grantees.

Grantee shall not report any personally identifiable data to HHSC FVP for the purpose of program reporting requirements through the HHSC FVNet file transfer portal. All data reported shall be deidentified. Grantee shall only transmit data to HHSC FVNet and shall not be able to access or extract any data from the portal.

All Grantee staff, representatives, or subcontractors granted access to systems managed by HHSC are required to review the HHS Information Security Acceptable Use Policy and sign the HHS Information Security Acceptable Use Agreement, attached to this RFA as **Exhibit D** and **Exhibit D-1** respectively, as a condition of their access. Grantee shall notify HHSC FVP within forty-eight (48) hours of an employee's separation from Grantee's organization so that access to HHSC FVNet is properly terminated.

A sample of the HHSC data elements can be found in **Exhibit E, Sample Data Element Guide**. A sample of the format needed for data to be uploaded in the FVNet portal can be found in **Exhibit F, Sample Data Format Guide**. Please note this is a sample only and may not be representative of all required data elements. The final version of the guides will be provided upon Grant award.

Performance measures are evaluated on data that Grantee submits through FVNet. HHSC may make changes to the data standards or requirements during the grant term at its sole discretion.

Good Cause For Family Violence Exemption

[Texas Human Resources Code §31.0322](#) requires parents receiving Temporary Assistance to Needy Families (TANF) and Adult/Caregiver Medicaid to comply with Office of the Attorney General (OAG) Child Support requirements. However, the custodial parent applying or receiving benefits can request a good cause exemption, or “Good Cause” for not complying with these requirements if there is a history of family violence, the child is a product of rape/incest, or there is an adoption pending.

To address the needs of all Family Violence victims requesting Good Cause through HHSC or OAG, Grantees must ensure:

- Hotline staff are trained on Good Cause and the process required to assist Survivors requesting Good Cause;
- Staff who have received Good Cause training are available during normal business hours to respond immediately to good cause exemption request phone calls without requiring an in-person meeting with the Survivor; and
- Written internal policies are maintained relating to Good Cause recommendations.

Nondiscrimination

Grantees are required to conduct Project activities in accordance with federal and State laws prohibiting discrimination. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

Grantee will inform clients of their civil rights and their right to file civil rights complaints with the U.S. Department of Health and Human Services Office for Civil Rights or the HHSC Civil Rights Office, including contact information:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

U.S. Department of Health and Human Services Office for Civil Rights
Complaint Portal: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>
Email: OCRComplaint@hhs.gov
Centralized Case Management Operations
U.S. Department of Health and Human Services

200 Independence Avenue, S.W.
Room 509F HHH Bldg.
Washington, D.C. 20201

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures.

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Grantees must comply with regulations at 45 CFR Part 87 or, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Grantees must also comply with 45 CFR Part § 1370.5, which provides that any Grantee receiving funding through this RFA must not in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of sex; race, color, and national origin; disability; age; religion; actual or perceived sex, including gender identity; or actual or perceived sexual orientation.

HHS Office of the Ombudsman

Grantees must ensure the following brochure is posted in all buildings where Clients may be present: <https://www.hhs.texas.gov/sites/default/files/documents/about-hhs/your-rights/office-ombudsman/ombudsman-hhs-brochure.pdf>.

Additionally, Grantees must ensure the complaint language below is provided to Clients in writing as required under TAC Chapter 356, Subchapter B or D.

The HHS Office of the Ombudsman can review your concern when a program's normal complaint process is unable to address the issue. You can contact the HHS Office of the Ombudsman by calling 1-877-787-8999, selecting a language, and then Option 3, or by making an online submission at <https://hhs.texas.gov/about-hhs/your-rights/office-ombudsman>.

Collaboration with the Texas Department of Family and Protective Services

To increase support for Survivors involved with the child protection services system, Grantees are required to attempt to collaborate, coordinate, and develop a relationship with the Texas Department of Family and Protective Services staff within the Grantee's service area.

Building Codes and Safety Requirements

Grantee's facilities must be in good repair and in compliance with applicable local health, fire, electrical and building safety codes. Grantee's facilities must be in compliance with the Americans with Disabilities Act (ADA) to ensure accessibility for persons with physical disabilities.

Insurance Requirements

Grantee must obtain, pay for and maintain at a minimum, the following insurance coverages. Grantee may opt to increase coverage listed based on size of the organization. Applicant is required to submit proof of insurance coverage with their application as instructed on **Form C, Narrative Proposal**.

Workers' Compensation:

Grantee shall obtain, pay for and maintain Workers' Compensation Insurance with limits as required by the Texas Workers' Compensation Act, employer's liability insurance of not less than:

1. \$500,000 each accident;
2. \$500,000 disease each employee;
3. Workers' compensation insurance coverage must be provided for all workers and meet the statutory requirements of Texas Labor Code;
4. With the policy endorsed to provide a waiver of subrogation in favor of the Texas Health and Human Services Commission for the above thresholds.

Commercial General Liability:

Grantee shall obtain, pay for and maintain Commercial General Liability Insurance, including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

1. \$500,000 per occurrence;
2. \$1,000,000 general aggregate;
3. \$5,000 Medical Expense each person;
4. \$500,000 Personal Injury and Advertising Liability;
5. \$1,000,000 products and completed operations aggregate;
6. \$50,000 Damage to Premises Rented to You;

7. Coverage shall be on an “occurrence” basis.
8. The term “You” as reference in Subsection above, means the Contractor.

Comprehensive Automobile:

Grantee shall obtain, pay for and maintain Comprehensive Automobile Liability Insurance, covering:

1. Owned, hired, and non owned vehicles,
2. \$500,000 minimum combined single limit for bodily injury (including death) and property damage per accident.
3. No aggregate shall be permitted for this type of coverage.

Umbrella Insurance:

Grantee shall obtain, pay for and maintain umbrella liability insurance during the Contract term.

1. Insuring Grantee for an amount of not less than amount \$500,000
2. Coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove
3. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Cyber / Privacy Liability Insurance

Grantee shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data.

1. \$250,000 per claim;
2. \$250,000 aggregate;
3. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

Professional Liability

Grantee shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Grantee for an amount of not less than \$500,000.

Charges of Family Violence Against Employees

Due to the nature of the work provided under this grant and to protect the safety of victims of family violence, Grantees must ensure all employees and subcontractors have not been or are not currently charged with acts of family violence or a related charge. The Grantees must inform HHSC FVP in writing within three Business Days if a Grantee becomes aware of an employee or subcontractor being charged with an act of family violence or a related charge.

2.7 REQUIRED REPORTS

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

REPORT	DUE DATE
Data Performance Report - Monthly	Monthly Data Reports are due the 5th calendar day after the month's end.
Cost Reimbursement Residential & Nonresidential Invoice- Monthly	If Grantee is on a cost reimbursement funding method, invoices are due the 5th of each month following the month of service. No invoice is required if Grantee is on a Quarterly Allocation Advance Payment.
Quarterly Expense Report - Quarterly	Quarterly Expense Reports for either cost reimbursement or quarterly allocation advance payments are due the 30th of December, March, June, and September following the three-month period of services.
Narrative Report- Annually	Annual Narrative Report is due the 15th of September after the fiscal year's end.
Funding Report - Annually	Annual Funding Report is due the 15th of October after the fiscal year's end

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting

backup documentation. Failure to comply with submission deadlines for required reports or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

Program Reporting Requirements

On a monthly basis, due on or before the 5th of each month, the Grantee shall submit to HHSC all required data. If the due dates of any reports fall on a weekend or official State holiday, reports shall be submitted the next business day. Data submitted monthly will reflect the services provided by the program for the preceding month. HHSC may review, approve, or require modification to the reporting requirement at its discretion.

On an annual basis, due on or before September 15th of each year, the Grantee shall submit an Annual Narrative Report that captures overall performance, successes, challenges, and key programmatic updates.

Additional reporting requirements, modifications, clarifications, and report items may be added by HHSC as information needs change.

Financial Reporting Requirements

Payments will be made to Grantees either on a quarterly allocation advance payment or cost reimbursement basis in accordance with Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and TxGMS. Reimbursement will only be made for allowable expenses that occur within the grant term. No pre-award spending will be allowed.

Grantees must submit a quarterly expense report on a form prescribed by HHSC in which expenditures were reported with supporting documentation as requested by HHSC. Supporting documentation includes at a minimum general ledger, payroll journals, and client assistance logs. The reporting quarters are:

- A. Quarter 1- September-November
- B. Quarter 2- December-February
- C. Quarter 3- March-May
- D. Quarter4- June-August

Grantees must submit an annual funding report on a form prescribed by HHSC by October 15th of each year, which identifies actual program expenses, non-HHSC resources, required match, and documentation of the percentage of HHSC funding utilized for the program.

2.8 PERFORMANCE MEASURES AND MONITORING

The System Agency will look solely to Grantee for the performance of all Grantee obligations and requirements in a Grant Agreement resulting from this RFA. Grantee

shall not be relieved of its obligations for any nonperformance by its subgrantees or subcontractors, if any.

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

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

1. *Outputs*: Grantees are required to report all required data elements. A sample of the HHSC data elements can be found in **Exhibit E, Sample Data Element Guide**. Please note this is a sample only and may not be representative of all required data elements. The final version of the guide will be provided after the award of the grant.

2. *Outcomes*: Grantees will be required to submit deidentified results of outcome surveys in the aggregate. Grantees providing shelter services are required to survey Survivors anonymously in four service categories: Shelter, Counseling, Support Group, and Support Services and Advocacy. Grantees providing solely nonresidential services are not required to submit Shelter surveys but must report on the other three categories.

Outcome measures in each service category must be reported within FVNet monthly as identified below.

Grantees must meet or exceed the following performance measures **for each fiscal year**.

- Survey responses for the performance measure questions are collected from at least ten percent (10%) of adult Survivors served.
- Sixty-five percent (65%) of “yes” responses for the following statements for all service categories as reported in FVNet:
 - Because of contact with the Grantee program:
 - Survivors know more about planning for their safety.
 - Survivors know more about community resources.

Additional outcome measures will be requested to be collected by FVP during the grant year and reported in the Annual Narrative Report. Additional outcome measures will be provided to Grantees after the grant award.

Grantees must have a plan to ensure Survivors are requested to participate in the outcome measures regularly, **but Survivors' participation is voluntary and anonymous**.

If requested by System Agency, the Grantee shall report on the progress towards completion of the grant project and other relevant information as determined by System Agency during the Grant Project Period. To remain eligible for renewal funding, if any, the Grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the project's stated purpose.

2.9 FINAL BILLING SUBMISSION

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

Section III. Applicant Eligibility Requirements

3.1 LEGAL AUTHORITY TO APPLY

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

Each applicant may only submit one Grant Application.

3.2 APPLICATION SCREENING REQUIREMENTS

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

All Applicants must:

- 1) Be public or private nonprofit organization with a current 501(c)(3) status (including faith-based and charitable organizations, community-based organizations, tribal organizations, and voluntary associations) that provides comprehensive services to victims of Family Violence, Domestic Violence, or Dating Violence and their dependents, household members, and/or family members, and that best demonstrates the ability to deliver effective services concerning Family Violence, Domestic Violence, or Dating Violence;
- 2) Have a Unique Entity Identifier (UEI) Number and an active registration with SAM.gov at the time of application to be considered for an award. A UEI Number may be acquired at no cost online at: [SAM.gov | Home](https://sam.gov); and
- 3) Submit an application in response to this RFA on forms required as listed in **Section XIII, Submission Checklist**.

All complete Applications meeting the eligibility requirements and minimum qualifications will move to the Evaluation stage.

3.3 GRANT AWARD ELIGIBILITY

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

1. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not subject to suspension, debarment, or a similar ineligibility determined by any State or federal entity;
2. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;
3. Applicant shall remain in good standing and eligible to conduct its business in Texas

- and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
4. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
 5. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the effective date of this Grant Agreement.

To be awarded a Shelter Center grant award, an Applicant must:

- A. Provide temporary lodging and direct delivery of services for adults and their dependents;
- B. Have been in actual operation offering shelter services 24 hours a day with a capacity for not less than five persons for at least one year before the date on which the grant is awarded;
- C. Demonstrate that the center, through the services it provides, is addressing a need in the community consistent with the plan for family violence services under Section 51.0021; and
- D. Demonstrate that the center is using a voluntary and trauma-informed advocacy service model that respects an individual's needs.

To be awarded a Nonresidential Center grant award, an Applicant must:

- A. Provide, as its primary purpose, direct delivery of services to adult victims of family violence;
- B. Demonstrate a system of referring victims of family violence to at least one Family Violence Shelter Center or other safe temporary lodging;
- C. Have been operating and providing comprehensive services, including the services described by Section 51.005(b)(3), to victims of family violence for at least one year before the date on which the grant is awarded;
- D. Demonstrate that the center, through the services it provides, is addressing a need in the community consistent with the plan for family violence services under Section 51.0021; and
- E. Demonstrate that the center is using a voluntary and trauma-informed advocacy service model that respects an individual's needs.

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 anticipated to be September 1, 2025, through August 31, 2030.

The Base Term for this Grant is expected to begin September 1, 2025, and be effective through August 31, 2026.

Following the initial Project Period, HHSC, at its sole option, may extend any resulting Grant Agreement for up to four (4) additional years through August 31, 2030.

4.2 PROJECT CLOSEOUT

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

Section V. Grant Funding and Reimbursement Information

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total amount of State and federal funding available for the Family Violence Shelter and Nonresidential Services Program grant is \$200,000,000 with \$40,000,000 budgeted annually. It is HHSC's intention to make multiple awards. Funds under this announcement have been made available to States through the Temporary Assistance for Needy Families (TANF), CFDA 93.558; Social Services Block Grant (SSBG), CFDA 93.667; Texas State General Revenue funds; and the Family Violence Prevention and Services Act (FVPSA) Grant funds, CFDA 93.671.

Funds made available under the FVPSA must be used to supplement and not supplant other federal, State, and local public funds expended to provide services and activities that promote the objective of the FVPSA (42 U.S.C. § 10406(c)(6)).

The total amount of funding available will be awarded to multiple Family Violence Centers to provide either 24-hours-a-day shelter services or nonresidential services. Any Applicants applying as a Shelter Center must also provide nonresidential services. Awarded Applicants will be allocated funding based on multiple factors considered in a distribution formula determined by HHSC. For guidance to applicants in their budget creation, FVP provides the following:

- For Applicants who have never received funds for HHSC Shelter or Nonresidential Services, the maximum funding Applicants may apply for is \$140,000.
- For previously funded Applicants, awards may apply for funding similar to the most recent annual award amount for HHSC Shelter or Nonresidential Services.

The State Fiscal Year funding amounts are subject to increase or decrease as funds are appropriated throughout the Grant Agreement term from the federal government, Texas Legislature, or both. HHSC Contract Representative will issue a written Notice to Proceed (NTP) annually to Grantee on or around July 1 containing the award amount for the upcoming State Fiscal Year (September 1–August 31).

HHSC reserves the right to modify the annual award amount at any time during the Grant Agreement term by issuing a written revised NTP to the Grantee. No expenses may be incurred, and no work may begin until HHSC issues an NTP to the Grantee. HHSC may send the NTP to the Grantee by regular mail, electronic mail, or facsimile transmission. Grantee will be notified of a change to the availability of funds through the NTP.

Although the NTP may issue a budget amount less than the total not to exceed amount of the Grant Agreement, the NTP must not effectuate a total budget of the Grant Agreement that results in a total not-to-exceed Grant Agreement amount that exceeds the amount specified in Article V (Budget and Indirect Cost Rate) of the Grant Agreement. Such changes to the total not-to-exceed amount specified in the Grant Agreement must be

effectuated by amendment. Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee's sole risk.

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.

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

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

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

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

5.3 GRANT FUNDING PROHIBITIONS

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

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

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

7. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
9. Membership dues for individuals unless the membership dues are related to family, domestic, or dating violence;
10. Any expense or service that is readily available at no cost to the grant Project;
11. Any activities related to fundraising;
12. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR 200.439;
13. Direct cash payments to Survivors of Family Violence, Domestic Violence, or Dating Violence or their dependents (42 USC § 10408(d)(1));
14. The payment of wages of to any individual as a social service;
15. Reimbursement for any healthcare service (U.S.C. § 10408 (b)(1)(G)(iii));
16. Any other prohibition imposed by federal, State, or local law; and
17. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart, and/or 2 CFR 200, Subpart E ("Cost Principles"), Sections 200.420 et seq. ("General Provisions for Selected Items of Cost"), where applicable.

5.4 COST SHARING OR MATCHING REQUIREMENTS

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

Grants awarded under this RFA are subject to a twenty percent (20%) requirement for the federal FVPSA portion of the contract award (42 USC § 10406(c)(4)). With respect to the cost to be incurred by the entity in carrying out the Project for which the funds are awarded, the Grantee will make available (directly or through donations from public or private entities) non-Federal contributions in an amount that is not less than \$1 for every

\$5 of Federal funds provided under the award. The required non-Federal contributions may be cash or in-kind.

Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from partner organizations, donated resources, or in-kind contributions committed specifically for the Proposed Project.

Applicants are not required to certify matching funds as part of the application process. However, Grantees must report Match on the monthly expense reports described in **Section 2.7, Required Reports.**

All cost sharing or matching funds and contributions must meet all the following criteria:

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

Donations: The value of donated services may be used to meet cost sharing or matching requirements. If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation. If a third party donates personal time, the contribution will be valued at the market rate for the functions completed during that time. 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. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching. Unrecovered indirect cost means the difference between the amount charged to the award and the amount which could have been charged to the award under the Applicant's indirect cost rate.

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 Match information and requirements.

Funding Limitations under Chapter 51, Human Resources Code

Per Human Resources Code §51.003, HHSC Grants awarded to Family Violence Centers shall not initially provide for more than 75 percent of the cost of the Family Violence Center.

To be in compliance with HRC, Section 51.003, HHSC will use the following declining scale:

Grant Agreement Year	Maximum Level of FVP Funding
First year	75%
Second year	74%
Third year	72%
Fourth year	69%
Fifth year	65%
Sixth year	60%
Subsequent years	50%

5.5 PAYMENT METHOD

Grant Agreement(s) awarded under this RFA will be funded on a cost reimbursement or a quarterly allocation advance payment basis for reasonable, allowable and allocable Grant Project direct costs. Under the cost reimbursement or quarterly allocation advance payment methods, Grantee is required to finance operations and will only be reimbursed for actual, allowable, and allocable costs incurred on a [monthly basis or quarterly basis, or whatever is appropriate to the grant] and supported by adequate documentation.

5.5.1 Cost Reimbursement

The cost reimbursement funding method is based on reasonable, allowable, and allocable Grant Project costs. Under the cost reimbursement payment method, Grantee is required to finance operations and will only be reimbursed for actual, allowable, and allocable costs incurred monthly and supported by adequate documentation. No additional payments will be rendered unless an advanced payment is approved.

5.5.2 Quarterly Allocation Advance Payment

The quarterly allocation funding method is based on activities for work to be completed in the Project Grant. The funding method amounts for each quarterly payment is based on a HHSC approved Categorical Budget. HHSC will provide the quarterly payment amounts schedule in the grant agreement.

HHSC will monitor the total allowable expenditures for the term of the contract; if the expenditures are less the total amount disbursed by HHSC in Grantee's quarterly allocations. Grantee shall be subject to recoupment of the difference the total amount of the two-year allocation disbursed by HHSC and the grantee's two-year total expenditures at the end of the grant period.

HHSC will monitor the quarterly expenditures by reviewing the quarterly expense reports and Grantee's General Ledger, Payroll Journals, and Client Assistance logs, as applicable. If by the end of the second (2nd) year of the grant agreement, HHSC will

recoup the difference between Grantee's expenditures and funds paid during the grant period.

HHSC reserves the right to change the payment methodology from Quarterly Allocation Advance Payment to Cost Reimbursement depending on Grantee performance or availability of funds.

Refer to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and TxGMS, issued by the Texas Comptroller of Public Accounts, for advance payment information and requirements.

Section VI. Application Forms and Exhibits for Submission

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

6.1 NARRATIVE PROPOSAL

Using **Forms C-F** attached to this RFA, Applicants shall describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Section II, Scope of Grant Project**, including the demonstration of ability to provide required activities and services, program requirements, organizational capacity, target population and unmet needs being addressed, and performance management. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Project Period. Applicants must complete and submit all required attachments.

6.2 REQUESTED BUDGET

Attached **Exhibit B, FY26 Requested Budget Template and Exhibit C, FY27 Requested Budget Template** are the templates for submitting the Requested Budgets. Applicants must develop the Requested Budgets 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 Budgets 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 templates provided, **Exhibit B, FY26 Requested Budget Template and Exhibit C, FY27 Requested Budget Template**, and identify all budget line items and matching costs. Budget categories must be broken out into specific budget line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the budget tables and explain why the cost is necessary and how the cost was established. Matching funds must also be identified in the Requested Budget. If Applicant is applying for Additional Shelter funding, expenditures for Additional Shelter must be clearly identified in the budget templates.

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

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 G, HHS System Indirect Cost Rate 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 match.

HHS typically accepts the following approved ICRs:

- Federally Approved Indirect Cost Rate Agreement
- 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 fifteen percent (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 Grantees. The ICR Proposal Package must be completed and returned to the HHS Federal Funds Indirect Cost Rate Group no later than three (3) months post-award.

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

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

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

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

6.4 ADMINISTRATIVE APPLICANT INFORMATION

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

1. Litigation and Contract History

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

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

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

2. Internal Controls Questionnaire

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

Section VII. RFA Administrative Information and Inquiries

7.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants RFA website	December 12, 2024
Deadline for Submitting Questions or Requests for Clarification	January 10, 2025 at 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	On or after January 16, 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.	February 3, 2025 by 10:30 a.m. Central Time
Anticipated Notice of Award	June 2025
Anticipated Project Start Date	September 1, 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 will be published by posting an addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities [web page](#). Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

7.2 SOLE POINT OF CONTACT

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

Name	Julia Solis
Title	Grant Specialist, HHSC Procurement and Contracting Services
Address	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
Email	julia.solis@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 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:

1. RFA Number;
2. Section or Paragraph number from this Solicitation;
3. Page Number of this Solicitation;

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

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

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

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

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

7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

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

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

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

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

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

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

responsibility to check the [HHS Grants RFA](#) website or contact the Sole Point of Contact for a copy of the Addendum with the amended answers.

7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

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

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

7.7 EXCEPTIONS AND ASSUMPTIONS

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

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.

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

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

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

8.2 APPLICATION SUBMISSION

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

8.3 REQUIRED SUBMISSION METHOD

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

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

- 1) One (1) copy marked as "Original Application" that contains the Applicant's entire application in a Portable Document Format (".pdf") file.
- 2) One (1) copy of the complete Application marked as "Public Information Act Copy," if applicable, in accordance with **Section 12.1, Texas Public Information Act**, in a Portable Document Format (".pdf") file.

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

- 1) One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.”
- 2) One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act**. The copy must be in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed package and mark the USB and envelope with “Public Information Act Copy” or “PIA Copy.”

Sealed packaged must be clearly labeled with the following:

- 1) RFA Number
- 2) RFA Title
- 3) Application Response Deadline
- 4) Sole Point of Contact’s name
- 5) Applicant’s legal name

Applicants are solely responsible for ensuring the USB drives are submitted in sealed packaging that is sufficient to prevent damage to contents and delivered by U.S. Postal Service, overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

Overnight/Express/Priority Mail	Hand Delivery
<p style="text-align: center;">Health and Human Services Commission ATTN: Julia Solis Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756</p>	<p style="text-align: center;">Health and Human Services Commission ATTN: Julia Solis Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756</p>

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:

- Be responsive to all RFA requirements;
- Be clearly legible;
- 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;
- Include page numbering for each section of the proposal; and
- 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:

- Be organized in the order outlined in the **Section XIII, Submission Checklist**, and include all required sections (e.g., “Administrative Information,” “Narrative Proposal,” “Exhibits to be Submitted with Application,” and “Addenda”)
 - **Exhibit B, FY 26 Requested Budget Template, and Exhibit C, FY27 Requested Budget Template**, are to be submitted in its original Excel format.
 - Each Application section must have a cover page with the Applicant’s legal name, RFA number, and Name of Grant identified.
- Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies must be identical to the original. All exhibits must be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

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

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

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

Section IX. Application Screening and Evaluation

9.1 OVERVIEW

A three-step selection process will be used:

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

9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

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

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

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 G, Evaluation Tool**.

Scoring Criteria: Qualified Applications shall be evaluated based upon:

- a. Demonstration of Unmet Community Need (20%)
- b. Program Requirements and Service Delivery (30%)
- c. Program Administration and Readiness (30%)
- d. Organizational and Fiscal Stability (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:

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

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

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

1. Grant agreements that have been terminated for cause for non-performance or substandard performance, OR
2. 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:

1. State of Texas Debarment and Warrant Hold

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

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

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

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

3. Divestment Statute Lists

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

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

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

4. HHS Office of Inspector General

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

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

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

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

For grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee must check SAM Exclusions that contain the names of ineligible, debarred, and/or suspended parties. Grantee certifies through acceptance of a Grant Agreement it will not conduct business with any entity that is an excluded entity under SAM.

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

Section X. Award of Grant Agreement Process

10.1 FINAL SELECTION

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

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, geographic distribution across the State, State priorities, reasonableness, availability of funding, and other relevant factors as determined in a distribution formula determined by HHSC.

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:

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

10.3 DISCLOSURE OF INTERESTED PARTIES

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

One of the requirements of Section 2252.908 is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of

Interested Parties, to the System Agency at the time the business entity submits the signed contract.

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and signed Form 1295, Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The on-line process for completing the Form 1295 may be found on the TEC public website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

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

10.4 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)

The System Agency intends to award multiple Grant Agreements as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

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

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

HHSC may announce tentative funding awards through an “Intent to Award Letter” once the HHSC Program 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.

10.5 REQUIRED SITE VISIT FOR CERTAIN AWARDED GRANTEES

For Awarded Applicants who have not received a contract or grant for HHSC FVP Shelter and Nonresidential Services in the past five (5) years, or for Applicants who have received a grant for Nonresidential Services awarded for Shelter Services, grant awards will be awarded on contingency. The applicant must successfully complete a program readiness site visit within the first six (6) months of being awarded a grant for final approval of the award.

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 FVP Shelter and Nonresidential Services.

11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Though no requirement to use a Historically Underutilized Business (HUB) exists for this grant program, the System Agency encourages all Applicants to use HUBs to provide goods and services whenever possible.

For information regarding the Texas HUB program, refer to CPA's website:
<https://comptroller.texas.gov/purchasing/vendor/hub/>.

Section XII. Application Confidential or Proprietary Information

12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS

Applications and resulting Grant Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires System Agency to post grants and applications on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

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

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

in the “Public Information Act Copy.” There must be no redactions in the Original Application.

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency’s public website, and posted on the Legislative Budget Board’s public website.

If any or all Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, the System Agency, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.

No Applicant should submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including the System Agency and all other State agencies, without cost or liability.

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

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

12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS AND HHS FROM ANY CLAIM OF INFRINGEMENT REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.

Section XIII. Submission Checklist

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

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

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

1. Administrative Information

- a. Form A – Face Page _____
- b. Form B – Administrative Information and Contract History _____
- c. Form H – Internal Controls Questionnaire _____

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

- a. Form C – Narrative Proposal _____
- b. Form D – Counties and Services Chart _____
- c. Form E – Program Readiness Form _____
- d. Form F – Facility Readiness Form _____
- e. Form G – Indirect Cost Rate Questionnaire _____

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

- a. Exhibit A – HHS Solicitation Affirmations version 2.6 _____

Per Section 3.2, Application Screening Requirements, Exhibit A is mandatory and must be completed, signed and submitted for the Application

to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A may be disqualified.

- b. Exhibit B – FY26 Requested Budget Template (Excel) _____
- c. Exhibit C – FY27 Requested Budget Template (Excel) _____
- d. Exhibit D-1 – Information Security Acceptable Use Agreement _____
- e. Exhibit J – Assurances – Non-Construction Programs _____
- f. Exhibit K – Certification Regarding Lobbying _____
- g. Exhibit L – Federal Funding Accountability and Transparency (FFATA) _____

Section XIV. List of Exhibits and Forms Attached to RFA

Exhibits

- Exhibit A – HHS Solicitation Affirmations version 2.6
- Exhibit B – FY26 Requested Budget Template (Excel)
- Exhibit C – FY27 Requested Budget Template (Excel)
- Exhibit D – HHS Information Security Acceptable Use Policy
- Exhibit D-1 – HHS Information Security Acceptable Use Agreement
- Exhibit E – Sample Data Element Guide
- Exhibit F – Sample Data Format Guide
- Exhibit G – Evaluation Tool
- Exhibit H – HHS Online Bid Room
- Exhibit I – HHS Uniform Terms and Conditions – Grant, version 3.5
- Exhibit J – Assurances – Non-Construction Programs
- Exhibit K – Certification Regarding Lobbying
- Exhibit L – Federal Funding Accountability and Transparency (FFATA)

Forms

- Form A – Face Page
- Form B – Administrative Information and Contract History
- Form C – Narrative Proposal
- Form D – Counties and Services Chart
- Form E – Program Readiness Form
- Form F – Facility Readiness Form
- Form G – Indirect Cost Rate Questionnaire
- Form H – Internal Controls Questionnaire