



# TEXAS

## Health and Human Services

*Cecile E. Young, Executive Commissioner*

*Request for Applications (RFA)*

*Grant for*

*Hospital Preparedness Program (HPP)*

*Emergency Medical Task Force (EMTF)*

*EMTF State Coordinating Organization (SCO)*

*RFA No. HHS0015504*

### **DEADLINE FOR SUBMISSION OF APPLICATIONS**

*July 7, 2025, by 10:30 a.m. Central Time*

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## **Section I. Introduction, Definitions, and Statutory Authority**

### **1.1 INTRODUCTION**

The Texas Health and Human Services Commission (HHSC) is accepting Applications on behalf of the Texas Department of State Health Services (DSHS), the System Agency, for the Center for Health Emergency Preparedness and Response (CHEPR), Hospital Preparedness Program (HPP), Emergency Medical Task Force (EMTF) and EMTF State Coordinating Organization (EMTF SCO).

The purpose of the program is to develop capabilities as defined by the U.S. Administration for Preparedness and Response (ASPR) Health Care Preparedness and Response Capabilities for Health Care Coalitions. The program aims to provide services to build and maintain prepared healthcare and Emergency Medical Service (EMS) delivery systems, advance the development and maturation of healthcare coalitions, and strengthen regional coordination to respond to emergencies that impact the public's health and ensure the healthcare system can maintain operations during surge events or incidents.

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

There are two funding opportunities under this RFA, which are provided below. Refer to **Section 5.1, Grant Funding Source and Available Funding**, for further details regarding the issuance of separate contracts for each grant award.

Grant Name:	Hospital Preparedness Program (HPP) Emergency Medical Task Force (EMTF) EMTF State Coordinating Organization (SCO)
RFA No.:	HHS0015504
Deadline for Submission of Applications:	July 7, 2025, by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	June 13, 2025, by 2:00 p.m. Central Time
<b>Funding Opportunity #1: HPP and EMTF</b>	
<b>HPP</b>	
Estimated Total Available Funding:	\$61,049,295.00
Estimated Total Number of Awards:	Multiple

Estimated Max Award Amount:	\$12,209,859.00 per Budget Period
Match Required, if any:	10% (DSHS covers the match)
Length of Budget Period	One (1) Year
Anticipated Project Start Date:	December 2025
Length of Project Period:	Five (5) years
Eligible Applicants	Refer to <b>Section 3.2, Application Screening Requirements.</b>
<b>EMTF</b>	
Estimated Total Available Funding	\$10,000,000.00
Estimated Total Number of Awards:	Multiple
Estimated Max Award::	\$2,000,000.00 per Budget Period
Match Required, if any:	N/A
Length of Budget Period:	One (1) Year
Anticipated Project Start Date:	December 2025
Length of Project Period:	Five (5) years
Eligible Applicants	Refer to <b>Section 3.2, Application Screening Requirements.</b>
<b>Funding Opportunity #2: EMTF SCO</b>	
Estimated Total Available Funding	\$23,055,555.55
Estimated Total Number of Awards:	One (1) Award
Estimated Max Award:	\$4,611,111.11 per Budget Period
Match Required, if any:	N/A
Length of Budget Period	One (1) Year
Anticipated Project Start Date:	December 2025
Length of Project Period:	Five (5) years
Eligible Applicants	Refer to <b>Section 3.2, Application Screening Requirements.</b>

To be considered for screening, evaluation, and award, Applicant must provide and submit all required information and documentation as set forth in this RFA, **Section VIII, Application Organization and Submission Requirements**, and **Section XIII, Submission Checklist**, by the Deadline for Submission of Applications set forth in **Section**

**7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening of Applications**, for further details.

## **1.2 DEFINITIONS AND ACRONYMS**

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

Refer to all exhibits to this RFA for additional definitions.

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

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

**“Advancement Criteria”** means the published criteria for Applicant to advance to the next phase of evaluation if multiple evaluation methods are utilized.

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

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

**“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)”** unless otherwise defined by applicable law or rule, means any day except a Saturday, Sunday, or a national or state holiday as defined in Section 662.003 of the Texas Government Code.

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

**“DSHS”** means the Department of State Health Services.

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

“Emergency Medical Task Force” (EMTF) means the regional medical response entity that can respond to local, regional, and statewide disasters with an acute health care component. EMTF components include Ambulance Strike Teams (AST), Mobile Medical Units (MMU), Ambulance Bus (AmBus) Teams, Registered Nurse Strike Teams (NST), Medical Incident Support Teams (MIST), Ambulance Staging Manager (ASM) Teams, Infectious Disease Response Units (IDRU), Texas Mass Fatality Operations Response Teams (TMORT), and professional medical support staff for clinical and other services. The map of the EMTF regions is available in **Exhibit K, Emergency Medical Task Force (EMTF) Regions.**

“Emergency Support Function” (ESF-8) means Public Health and Medical Services which provides the mechanism for coordinated Federal assistance to supplement State, tribal, and local resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated response, and/or during a developing potential health and medical emergency. More information can be found at: <https://aspr.hhs.gov/legal/Pages/Emergency-Support-Functions.aspx>

“Equipment” pursuant to 2 CFR § 200.1, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. See §200.1 for Capital assets, Computing devices, General purpose equipment, Information technology systems, Special purpose equipment, and Supplies.

“Grant Agreement” means the agreement entered into by the System Agency and the 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 and the Department of State Health Services.

“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.

“Key Personnel” means an Applicant’s organizational Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders as listed in the Solicitation Response.

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

“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.

“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.

“Regional Coordinating Organization” (RCO) means Grantee that serves as a single point of contact for DSHS and the EMTF State Coordinating Organization (SCO) to mobilize and activate EMTF components and demobilize those components. The Regional Coordinating Organization provides administrative support and overall coordination to the regional EMTF Program as defined in this RFA.

“Regional Health and Medical Operations Center” (RHMOC) means the ESF-8 coordination point supporting disaster districts within the State. Geographical boundaries of the RHMOC match the DSHS Public Health Regions (PHRs) as identified in **Exhibit K, Emergency Medical Task Force (EMTF) Regions**. RHMOCs are coordinated by the DSHS PHR office and may be adjusted in size and composition depending on the magnitude and complexity of the disaster. Public health and medical partners comprising the RHMOCs may include HPP providers, local mental health authorities, EMTF coordinators, and HHSC.

“Regional Medical Operations Center (RMOC)” means a medical and healthcare coordination center that is established and operated by the HPP provider for their awarded region. RMOCs serve to support the command-and-control coordination of the medical and healthcare component of ESF 8 at the regional level. Geographical boundaries of the regions match the regions established by the HPP/ETMF program.

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

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

“State Coordination Organization” (SCO) means Grantee that serves as single point-of-contact for DSHS to mobilize and activate EMTF components and demobilize those components. Provides administrative support and overall coordination to the statewide EMTF Program as defined in this document.

“State Mission Assignment” or “SMA” means a document issued by the State (**Exhibit L, Example State Mission Assignment (SMA)**) in anticipation of, or in response to, an emergency or major disaster. SMAs allow for deployment of resources, and assistance from State resources to support disaster needs.

“State Operations Center (SOC)” means a unit operated by the lead emergency management agency for Texas on a 24/7 basis and serves as the state warning point. It uses an extensive suite of communications to receive and disseminate warnings of threats to regional warning points and to state and local officials, monitors emergency situations throughout the state and provides information on these events to federal, state, and local officials, and coordinates state assistance to local governments that are responding to emergencies.

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

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

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

### **1.3 STATUTORY AUTHORITY**

The System Agency is requesting Applications under Texas Health & Safety Code Chapters 12 and 1001, Section 524.0002 of the Texas Government Code, and the Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA), as amended,

and codified in 42 U.S.C. Section 300hh-1, to the extent applicable. All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

Federal Grant Program:	Hospital Preparedness Program Cooperative Agreement
Federal Awarding Agency:	Administration for Strategic Preparedness and Response
Funding Opportunity No.:	EP-U3R-24-001
Assistance Listing Number and Program Title:	93.074, Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

## 1.4 STANDARDS

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

## **Section II. Scope of Grant Project**

### 2.1 PURPOSE

This funding opportunity invites grant Applications requesting funding for the HPP, EMTF and EMTF SCO Programs. The purpose of these programs are to enhance the ability of hospitals and healthcare systems to prepare for health and medical emergencies, disasters with a primary focus on Healthcare Coalition (HCC) building, regional healthcare system preparedness, and EMTF component development. This will enhance the ability of participating HCC members to improve acute care medical surge capacity and strengthen community preparedness for health and medical emergencies by conducting activities at the local or regional level related to the Health Care Preparedness and Response Capabilities for Health Care Coalitions, <https://aspr.hhs.gov/HealthCareReadiness/guidance/Documents/Health-Care-Preparedness-and-Response-Capabilities-for-Health-Care-Coalitions.pdf>. In addition, this opportunity will ensure the healthcare system can maintain operations and surge to provide acute medical care during all hazards and emergencies in accordance with the specifications contained in this RFA. This issuance will be utilized to enhance the ability of the healthcare system to prepare for health and medical emergencies and disasters with a primary focus on the development, maintenance, and coordination of the EMTF components. It will also enhance acute care medical surge capacity and community

preparedness for health and medical emergencies by conducting activities related to the ASPR Health Care Preparedness and Response Capabilities.

## **2.2 PROGRAM BACKGROUND**

The ASPR HPP provides leadership and funding through cooperative agreements with states, territories, and eligible major metropolitan areas to increase recipients' ability to plan for and respond to large-scale emergencies and disasters.

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

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

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

Grantee will be required to comply with all applicable regulations, standards, and guidelines, as applicable.

## **2.3 ELIGIBLE SERVICE AREAS**

The 22 Texas Trauma Service Areas, as defined under Section 157.122 of the Texas Administrative Code, provide the boundaries for the 22 Regional Advisory Councils (RAC). All TSA/RACs are included in the eight (8) HPP/EMTF service areas, as identified

in **Exhibit H, Trauma Service Areas**, and as listed below. The SCO service area encompasses the entire State.

- A. HPP/EMTF 1 (TSAs A and B);
- B. HPP/EMTF 2 (TSAs C, D, and E);
- C. HPP/EMTF 4 (TSA F and G);
- D. HPP/EMTF 6 (TSA H, Q, and R);
- E. HPP/EMTF 9 (TSA I, J, and K);
- F. HPP/EMTF 7 (TSA L, M, N, O);
- G. HPP/EMTF 8 (TSA S and P); and
- H. HPP/EMTF 11 (TSA T, U, and V).

## **2.4 ELIGIBLE ACTIVITIES**

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

### **2.4.1 HCC Funding Opportunity #1**

Grantee shall perform activities to support regional HPP implementation, including, but not limited to sustaining regional HCCs; providing EMTF administrative support and project management; and assisting DSHS with the administration, planning, and evaluation of services related to HPP and EMTF. Grantee shall perform services in support of DSHS and the cooperative agreement from the ASPR HPP Federal Fiscal Year (FFY) 2025-FFY 2029 Cooperative Agreements.

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

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

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

3. Continuity of Health Care Service Delivery Goal: Healthcare organizations, with support from HCCs, provide uninterrupted medical care to all populations in the face of damaged or disabled healthcare infrastructure. Healthcare workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or improved operations.
  4. Medical Surge Goal: Healthcare organizations including hospitals, EMS providers, and other out-of-hospital providers, to deliver timely and efficient care to their patients even when the demand for healthcare services exceeds available supply.
- B. Grantee shall use awarded funding to build and sustain the HPP capabilities through regional HCCs. Texas HCCs aligned with the 22 TSA regions (see **Exhibit H, Trauma Service Areas**).
- C. Grantee shall coordinate medical readiness with:
1. Governmental jurisdictions;
  2. Communities;
  3. Health care and emergency management entity; and
  4. Other ESF-8 partners to plan for preventing, protecting against, responding to, mitigating, and rapidly recovering from emergencies and disasters through planning, training, exercising, and the acquisition of appropriate equipment and supplies.
- D. Grantee shall serve as the lead organization for each HCC within its region or jurisdiction. Additionally, Grantee shall ensure active participation in the HCC, at a minimum, from the following member types:
1. Hospitals;
  2. EMS;
  3. Emergency Management Organizations;
  4. Local Public Health Agencies;
  5. DSHS Public Health Regions;
  6. Dialysis treatment facilities;
  7. Long Term Care; and
  8. Nursing facilities.
- E. Grantee should recruit other organizations outside of member types listed above in **Section 2.4.1, HCC Funding Opportunity #1, C.** (e.g., psychiatric treatment facilities, medical supply chain organizations, pharmacies, blood banks, clinical labs, federal health care organizations, and outpatient care centers) into the HCC membership. These other organizations should be integrated into the HCC in a manner

appropriate to and consistent with their roles in supporting medical surge activities and sustaining the healthcare system.

- F. Grantee shall ensure federal preparedness funds are directed to priorities within each HCC region by identifying gaps, determining priorities, and developing plans for building and sustaining preparedness capabilities. Decisions shall be based on risks, threats, and vulnerabilities identified through stakeholder input and a variety of data sources.
- G. Grantee shall demonstrate measurable and sustainable progress toward achieving all HPP capabilities over the Project Period. In addition, Grantee shall ensure all activities and programs meet the needs of at-risk individuals in their awarded HCC/EMTF region(s).
- H. Grantee shall coordinate with and engage the DSHS CHEPR and DSHS Public Health Region (PHR) on all preparedness and response activities.
- I. Grantee shall participate in all hospital reporting required by DSHS, Governor, and federal guidance. DSHS will specify required metrics for situational awareness and planning and response. Grantee shall review data for anomalies and inconsistencies and address them as directed by DSHS.
- J. Grantee shall coordinate with and/or provide liaison as requested by DSHS to the DSHS RHMO during Activation. If the Grantee's awarded EMTF region(s) overlaps with multiple PHRs, DSHS may require the Grantee to support more than one RHMO at a given time.
- K. Grantee shall be accessible to DSHS at any time, including outside of business hours or work hours for emergency or disaster-related needs. Upon execution of the resulting Grant Agreement, Grantee shall provide DSHS with contact information for at least two (2) individuals who can be reached 24 hours a day and maintain current and redundant contact information with DSHS and in the designated platform.
- L. Grantee shall complete other activities as requested DSHS and as set forth in the resulting Contract.

#### **2.4.2 EMTF RCO Funding Opportunity #1**

- A. Grantee shall designate an EMTF Coordinator who will serve as the primary point of contact for the Grantee EMTF SCO and DSHS CHEPR for EMTF Deliverables and deployments. The EMTF Coordinator, or their designee, must be available after hours and on weekends. The EMTF Coordinator must provide current 24/7 contact information to the EMTF SCO and DSHS CHEPR and notify both of changes as they occur. Grantee shall deploy to support SMAs as directed by DSHS directly or from/through the EMTF SCO.
- B. Grantee shall provide administrative support and management for the State standardization of the Texas EMTF. EMTF components include:

1. Ambulance Strike Teams (AST);
  2. Medical Ambulance Buses (AmBus) and associated personnel;
  3. Ambulance Staging Management Team (ASMT);
  4. Air Medical Strike Team (AMST);
  5. Mobile Medical Units (MMU);
  6. Registered Nurse Strike Teams (NST);
  7. Medical Incident Support Teams (MIST);
  8. Ambulance Staging Manager Teams (ASM);
  9. Infectious Disease Response Units (IDRU);
  10. Tactical Medical Unit;
  11. Texas Mass Fatality Operations Response Teams (TMORT);
  12. Wildland Fire Medical Support Unit; and
  13. Radiation Response Unit.
- C. Grantee shall designate, at minimum, one full-time EMTF coordinator for the EMTF region in which services are being provided under the Grant Agreement. If Grantee is providing services for more than one EMTF region under the Grant Agreement, then Grantee shall ensure that, at minimum, one full-time and separate EMTF coordinator is designated for each EMTF region. Grantee shall maintain an office for each EMTF coordinator that is physically located within each EMTF region Grantee supports.
- D. Grantee shall maintain during the Grant Term the staff, equipment, and supplies (e.g., resources and assets) as set forth in **Exhibit M, Texas Emergency Medical Task Force Component Overview**.
- E. Grantee shall maintain the following minimum resources and assets:
1. Five (5) AST, (an AST is comprised of five staffed ambulances and a staffed command vehicle);
  2. One (1) AmBus located in their EMTF region;
  3. One (1) NST (a NST is a team of five (5) nurses and a strike team leader);
  4. One (1) MMU;
  5. Five (5) MIST; and
  6. Two (2) ASM.
- F. Grantee shall maintain written binding agreements with qualified contractors that maintain resources and assets sufficient to give effect to and enable Grantee's compliance with the requirements set forth in **Exhibit M, Texas Emergency Medical Task Force Component Overview**, and in **Section 2.4.2, EMTF RCO Funding Opportunity #1, C**. Grantee is responsible for certifying the costs and work performed under their agreements.



- G. Grantee shall develop an exercise program that includes functional or full-scale exercises for each of the EMTF components, within the grant period, as directed by DSHS.
- H. Grantee shall participate in 100% of EMTF strategic governance, EMTF operational governance, and workgroup meetings and calls; also, Grantee shall attend in-person at least 75% of these meetings.
- I. Grantee shall activate EMTF personnel and resources for State Missions only at the request of the DSHS State Medical Operations Center (SMOC) Director, or his/her designees. This request may be relayed through the EMTF SCO or by DSHS directly to the EMTF Coordinator (as the primary point of contact) via SMA by email. Activation may occur at any time, including outside business or working hours, weekends, and holidays. The SMA will contain the scope of work details, payment/reimbursement methodology, and other requirements.
- J. If a Grantee self-deploys without being activated by DSHS, Grantee may not be eligible for reimbursement. However, in circumstances where a mutual aid response converts to a State Mission at the discretion of DSHS, the SMA will reflect the date and time from which the response is considered a State Mission and eligible for reimbursement of associated costs under the Grant Agreement.
- K. Grantee shall adhere to all DSHS Activation and deployment resource requirements, reimbursement policies, and allowable cost guidelines for deployment posted on the DSHS website located at <https://www.dshs.texas.gov/center-health-emergency-preparedness-response/disaster-response-recovery>.

DSHS reserves the right to update and maintain this website with current agency guidance, as applicable. The SMA may include specific requirements and payment protocols for Activations and deployment. These requirements may include but are not limited to levels of Activation, triggers for Activation, allowable and unallowable costs, reimbursement packet processes and requirements, and mission reports. Failure to comply with SMA, reimbursement requirements, and other processes may result in unreimbursed costs, repayment to DSHS, a payment hold, or other remedies authorized by applicable law, regulation, and contracts.

- L. DSHS resources such as medical equipment and supplies may be pre-positioned regionally with Grantee to expedite asset deployment during disaster response. Some assets, such as Ambuses, may be housed with an EMS provider within an EMTF region. Grantee shall maintain these resources in deployable condition and shall utilize resources purchased with DSHS-provided funds allocated to their EMTF region(s) to support local responses within their awarded EMTF region(s).
- M. Upon award, Grantee shall develop and maintain a plan for the awarded EMTF region(s) describing how and when the EMTF resources shall be utilized to support local/regional (non-state) response activities within the region separate from SMA response and how and when resources will be shared with neighboring non-Grantee

EMTF regions. Reimbursement for non-State Activation will be considered on a case-by-case basis.

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

#### **2.4.3 EMTF SCO Funding Opportunity #2**

The EMTF SCO is responsible for providing overall coordination and oversight to the unique components of the EMTF System, as directed by DSHS. Grantee serving as the EMTF SCO shall perform the following activities:

- A. Maintain situational awareness and response readiness status of the EMTF System components and assets across the State. Grantee will update and maintain resource typing guidelines for all EMTF assets.
- B. Provide technical assistance, training, and support to regional EMTF coordinators, as necessary and as directed by DSHS.
- C. Support regional EMTF Planning, Organizing, Equipping, Training and Exercising (POETE) and facilitate multi-regional involvement to ensure that each EMTF rostered component participates in a functional or full-scale exercise at least once during the five-year Grant Term. A real-world response may qualify in lieu of an exercise with prior approval from DSHS CHEPR. Grantee will submit status reports for all the covered EMTF components, which will include details about completed and planned exercises and trainings.
- D. Plan and facilitate EMTF strategic governance and EMTF operational governance meetings and calls, including scheduling, coordinating meeting locations, and handling other logistics needs such as the purchase of relevant supplies and materials, as directed by DSHS.
- E. As directed by DSHS, provide administrative support for the EMTF strategic governance and EMTF operational governance meetings and calls, including developing and distributing the agendas, producing meeting minutes, maintaining the committee member distribution and notification lists, documenting workgroup activities, sending electronic meeting invitations, and providing other support identified by the workgroup.
- F. Provide overall coordination and oversight to unique components of the EMTF system, as directed by DSHS. These components include, but are not limited to, patient tracking, IDRU, TMORT, Radiation Response Unit, Wildland Fire Support, and air ambulance contractors. Development of new EMTF components must be directed and approved by DSHS.
- G. Ensure availability at any time for DSHS CHEPR support for emergency response operations and other needs.

- H. Provide support at any time as directed by the DSHS SMOC Director for the SMOC during an Activation. Grantee will support the SMOC virtually or in-person, at the discretion and request of the DSHS SMOC Director.
- I. Establish and maintain long-term staging operations in San Antonio (per established state plans) and other locations at the direction of DSHS and TDEM/SOC in response to small and large-scale disasters. Examples include but are not limited to Hurricanes and Wildfires.
- J. Activation may occur at any time, including outside of business hours or work hours, weekends, and holidays. The EMTF SCO must be accessible (24/7) for emergency or disaster-related needs. Grantee will, upon award, provide DSHS with after-hours and weekend contact information for the primary point of contact for EMTF SCO activities.
- K. Complete other activities as set forth in the resulting Contract, or authorized SMAs.

## **2.5 PROGRAM REQUIREMENTS**

All Grant Projects funded under this RFA must meet the following program requirements listed in **Sections 2.5.1** through **2.5.3**.

### **2.5.1 HCC**

HCCs must meet the following requirements in accordance with the Health Care Preparedness and Response Capabilities for HealthCare Coalitions located at <https://aspr.hhs.gov/HealthCareReadiness/guidance/Documents/Health-Care-Preparedness-and-Response-Capabilities-for-Health-Care-Coalitions.pdf>

- A. Grantee shall have at least one full-time staff person assigned to support each HCC within their awarded EMTF region(s). Grantee shall assign staff to support a specific HCC but may permit the staff member to allocate their time to support projects in the larger EMTF region, as needed. Grantee shall maintain an office within each HCC region they represent for staff assigned to that HCC region to work. Grantee may submit one categorical Budget for their awarded region or submit Budgets for their individual TSAs, as applicable.
- B. Grantee shall attend, in person, the Texas HPP Grantee and Joint HPP-Public Health Emergency Preparedness (PHEP) meetings scheduled and facilitated by DSHS CHEPR within the Grant Term, as well as other meetings as directed by DSHS.
- C. Grantee shall participate in Regional Hazard Vulnerability Assessments (HVA). Grantee shall conduct an assessment of capacity and capability using <https://aspr.hhs.gov/HealthCareReadiness/guidance/Documents/Health-Care-Preparedness-and-Response-Capabilities-for-Health-Care-Coalitions.pdf>
- D. Grantee, with input from HCC membership, shall develop a committee of clinical advisors, to advise the Grantee and HCC members during relevant preparedness,

- response, and recovery activities. Membership of the clinical advisors committee should be drawn, whenever possible, from across the multiple HCCs supported by the Grantee. Additional information shall be provided regarding the qualifications, specialties, and expectations of the committee.
- E. Grantee shall develop and submit a written HCC Work Plan and Budget to DSHS and ASPR annually. The HCC Work Plan is subject to review and approval by DSHS. DSHS-approved HCC Work Plans and Budgets must also be shared with HCC members. The HCC Work Plan must include:
    - 1. Descriptions of how services will be delivered to the eligible populations;
    - 2. Specify the types of clients who will be served and who will be responsible for the work; and
    - 3. Timelines for completion of activities; and how services will be evaluated when complete.
  - F. Grantee shall perform services in accordance with DSHS-approved HCC Work Plan.
  - G. Grantee shall, in collaboration with the HCC and its members, define and implement an HCC governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination.
  - H. Grantee shall not require HCC members to pay a “membership fee” as a condition of benefiting from the HPP;
  - I. Grantee and HCC members must conduct a Hazard Vulnerability Assessment to identify and plan for risks and submit the completed HVA to DSHS.
  - J. Grantee, with input from the HCC, shall develop and submit the Response Strategy Annex related to specific medical surge issues as directed by DSHS. Grantees with existing annexes will update and submit their plans annually. DSHS CHEPR will provide guidance each year about the specific annex requirements.
  - K. Grantee shall complete and submit a drill using the primary communications plan system/platform and one redundant communications system/platform not connected to the power grid at least once every six months and report to DSHS.
  - L. Grantee shall conduct a Medical Response and Surge Exercise (MRSE) in each HCC in their region. Grantee shall complete and submit MRSE (e.g., reporting tool) documentation as directed by DSHS.
  - M. Grantee shall participate in their respective Public Health Region Multi-Year Integrated Preparedness Plan (IPP) and incorporate information into their Readiness Plan.
  - N. Grantee shall meet the specific licensing requirements as required by the State of Texas to perform specific services, as applicable. Funding awarded under the Grant Agreement may be used to fund activities and costs as allowed by state and federal

laws, regulations, rules, and guidance governing funds identified in the relevant sections of this RFA. Only activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded under this RFA.

- O. Additionally, Grantee staff, including the executive director, must not serve as voting members on their employer's governing board.

## **2.5.2 EMTF RCO**

- A. Grantee shall make available rosters and/or a list of agreements which demonstrate that the service requirements described herein have been fulfilled.
- B. Grantee shall maintain and provide to DSHS any subcontractor agreements entered into to fulfill the EMTF service requirements under the Grant Agreement for review upon request by DSHS. Participating organizations must have executed subcontractor agreements in place to be eligible for reimbursement.
- C. Grantee shall ensure that participating organization reimbursement packages are valid, accurate, and complete. Reimbursement packets will include all supporting documentation.
- D. Grantee shall ensure participating organization have a reasonable pay policy. DSHS will reimburse EMTF, and member agencies, at hourly rates that are consistent with day-to-day "non-deployment" rates. EMTFs, and member agencies, will not have a separate or unreasonably high pay rate/policy used only during state deployments.
- E. Grantee shall ensure that its EMTF program participates in a functional, full-scale exercise, or real- world response at least once during Grant Term. Grantee shall submit status reports for all the covered EMTF components, which shall include details about completed and planned exercises and training.
- F. Grantee shall conduct unannounced semiannual call-down drills for each of the EMTF components. Submit results of drills to the EMTF SCO for inclusion in the SCO report to DSHS.
- G. Grantee shall establish and convene regional EMTF workgroup(s), to include multiple HCC regional subject matter experts, as applicable. Provide a report on the activities of the workgroups.
- H. Grantee shall contribute relevant regional information to the EMTF SCO and DSHS CHEPR for inclusion in the EMTF System Annual Report.
- I. Grantee shall provide additional information/reports to DSHS CHEPR or the EMTF SCO upon request within 48-72 hours. This may include short turn-around requests such as during an active response or legislative session.
- J. Grantee shall meet the specific licensing requirements as required by the State of Texas to perform specific services, as applicable. Funding awarded under the Grant Agreement may be used to fund activities and costs as allowed by state and federal

laws, regulations, rules, and guidance governing funds identified in the relevant sections of this RFA. Only activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded under this RFA.

- K. Additionally, Grantee staff, including the executive director, must not serve as voting members on their employer's governing board.

### **2.5.3 EMTF SCO**

- A. Grantee shall employ a full-time state coordinator for EMTF who will serve as the single point-of-contact for DSHS to mobilize and activate EMTF components as well as demobilize those components, following completion. The EMTF SCO will deploy EMTF components as directed and with authorization by DSHS. Applicants selected to serve as the agencies' EMTF SCO will share information, coordinate planning, and interact with state and federal partners, with direction from DSHS.
- B. Grantee shall plan and facilitate EMTF strategic governance and EMTF operational governance meetings and calls, including scheduling, coordinating meeting locations, and handling other logistics.
- C. Grantee shall provide administrative support for the EMTF strategic governance and EMTF operational governance meetings and calls.
- D. Grantee shall review and approve, with DSHS, requirements submitted by EMTF regional coordinators.
- E. Grantee shall maintain a current list of 24/7 contact information for all eight EMTF Coordinators.
- F. Grantee shall conduct quarterly, no-notice telephone call-down drills of the eight (8) regional EMTF coordinators. At least one drill annually must be conducted during non-work hours. Report to DSHS CHEPR outcomes of the drills. Real-world events may be used to meet this requirement with approval.
- G. Grantee shall work with DSHS to schedule and conduct EMTF availability rostering drills for each of the EMTF components annually and submit the status reports to DSHS.
- H. Grantee shall provide oversight and technical assistance to regional EMTF coordinators on the maintenance of the regional iPhone caches in deployment-ready condition.
- I. Grantee shall review and update planning and operational documents, and support rostering, training, equipping and team composition for:
  - 1. (AST;
  - 2. AmBus and associated personnel;
  - 3. ASMT;
  - 4. AMST;

5. MMU;
  6. NST;
  7. MIST;
  8. ASM;
  9. IDRU;
  10. Tactical Medical Unit;
  11. TMORT;
  12. Wildland Fire Medical Support Unit; and
  13. Radiation Response Unit.
- J. Grantee shall submit updated standardization documents to DSHS CHEPR as they are finalized.
  - K. Grantee shall maintain situational awareness and response readiness status of the EMTF System components and assets across the State. Ensure WebEOC boards are updated as directed. The SCO will immediately notify DSHS CHEPR if EMTF Coordinators fail to report data at required intervals.
  - L. Grantee shall collect AmBus maintenance reports from the EMTF coordinators and submit it to DSHS.
  - M. Grantee shall collect information from the EMTF coordinators and submit a report about the unannounced semi-annual call-down drills for each of the EMTF components.
  - N. Grantee shall update and maintain resource typing guidelines for all EMTF assets and components. Develop typing guidelines for newly acquired assets and newly developed components. Where possible, typing guidelines will be aligned with or cross-walked to federal mission-ready packages to ensure interoperability. Provide DSHS with current versions of the documents as changes are finalized and progress report on addressing gaps in rostering components.
  - O. Grantee shall provide technical assistance, training, and support to regional EMTF coordinators, as need arises or as directed by DSHS. Provide DSHS with reports on technical assistance provided.
  - P. Grantee shall produce a comprehensive annual report on the state of the EMTF system in Texas. Report will include details about EMTF activities from across Texas. Grantee will submit report to DSHS for review and approval prior to publication. Grantee will work with DSHS CHEPR to determine content.
  - Q. Grantee shall support the SMOC including but not limited to:
    1. Meeting at least quarterly, in person, with SMOC leadership to discuss response issues/plans;

2. Supporting the SMOC and/or SOC during an Activation or the state exercise, virtually or in person, at the discretion of the SMOC Director; and
  3. Serving, in conjunction with the SMOC Operations Section, as the central coordinating point for all phases of EMTF resource deployment.
- R. Grantee shall be prepared for Activations that can occur at any time, day, or night, including weekends and holidays. Designated EMTF SCO contact must be accessible at all times (24/7) for emergency or disaster-related needs. Grantee must provide, maintain current after-hours, and weekend contact information for the primary point-of-contact and a secondary contact should the primary contact be unavailable for EMTF SCO activities and notify DSHS of any temporary or permanent changes immediately.
- S. Grantee shall comply with the requirements as listed in the SMA. These requirements may include but are not limited to levels of Activation, triggers for Activation, allowable and unallowable costs, photographs of mission, mission reports, and reimbursement packet processes and requirements. Failure to comply with SMA, reimbursement requirements and other processes may result in DSHS implementing a payment hold or taking other such remedies as allowed and authorized under any resulting Grant Agreement.
- T. Grantee shall adhere to and support regional EMTFs with all DSHS EMTF deployment resource requirements, reimbursement policies, and allowable cost guidelines for deployment posted on the DSHS website located at <https://www.dshs.texas.gov/disaster-response-recovery> DSHS website. DSHS reserves the right to update and maintain this website with current agency guidance and policy, as applicable.
- U. Grantee shall execute and maintain agreements for air ambulance providers:
1. Provide regular updates on the progress of agreements executed annually. Notify DSHS of any significant changes (coverage gaps, major provider dropping off, etc.) immediately;
  2. Ensure that detailed records of expenditures including personnel costs, are complete, accurate, and have adequate supporting documentation as required by DSHS;
  3. Submit to DSHS proof of denial, proof of payment, or request for reimbursement for each patient that is transported by air ambulance within 90 Business Days of such transport; and
  4. Reimburse the air ambulance provider the amount authorized to the EMTF SCO by DSHS after submission of completed required documentation per any resulting Contract agreement, for actual costs allowable by DSHS, incurred in order to make the air ambulance and/or resources ready for deployment and all allowable costs incurred under the SMA, from the time of Activation through demobilization. Resource requirements, reimbursement information, and allowable costs are currently available online and located at: <https://www.dshs.texas.gov/center-health-emergency-preparedness-response/disaster-response-recovery> .



- V. Grantee shall support the advancement of existing or development of EMTF components, as required and approved by DSHS CHEPR.
- W. Any changes to the EMTF program made by Grantee must be reviewed and approved by DSHS prior to implementation.
- X. Grantee shall provide additional information or reports to DSHS CHEPR, upon request. This may include short turn-around requests such as during an active response or legislative session.
- Y. DSHS may adjust all timelines, and deadlines based on operational needs.
- Z. Grantee shall be able to acquire, have, or have access to, technology to perform statewide patient transfer capabilities as related to EMTF SCO/EMTF response activities.
- AA. Grantee shall meet the specific licensing requirements as required by the State of Texas to perform specific services, as applicable. Funding awarded under the Grant Agreement may be used to fund activities and costs as allowed by state and federal laws, regulations, rules, and guidance governing funds identified in the relevant sections of this RFA. Only activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded under this RFA.
- BB. Additionally, Grantee staff, including the executive director, must not serve as voting members on their employer's governing board.

## 2.6 REQUIRED REPORTS

DSHS will monitor Grantee's performance through programmatic monitoring, including review of Grantee's service delivery system, and review of reports and programmatic performance measures submitted by Grantee under any Grant Agreement awarded under this RFA. Each Grantee awarded a Grant Agreement under this RFA must submit the following reports by the due dates noted below:

HPP/EMTF Reports	Estimated Due Dates
Financial Status Report	Due biannually, on or before the last calendar day of the month following the end of the reporting period.
Annual HPP Progress Report	Due annually, on or before 60 calendar days after the close of each annual Budget Period.
ASPR HPP Performance Measures	Due annually, on or before 60 calendar days following the close of the annual Budget Period or as defined by ASPR.
HCC Work Plan	Due annually, on or before 30 calendar days after start of each annual Budget Period.

HCC Budget	Due annually, on or before 30 calendar days after start of each annual Budget Period.
Regional EMTF Annual Report	Due annually, as directed by DSHS.
EMTF Rosters	As directed by DSHS.
EMTF Call Down Drill	As directed by DSHS.
Equipment Inventory Report	As directed by DSHS.
Hazard Vulnerabilities Assessment	As directed by DSHS.
EMTF Component Exercise Report	As directed by DSHS.
<b>SCO Reports</b>	<b>Estimated Due Dates</b>
Financial Status Report	Due biannually, on or before the last calendar day of the month following the end of the reporting period.
Progress Report on EMTF Rostering Components	As directed by DSHS.
Final Rostering Report	As directed by DSHS.
EMTF Component Exercise Report	As directed by DSHS.
Unannounced Semi-Annual Call Down Drill Report	As directed by DSHS.
Develop and submit for System Agency review, a plan for the region that describes how and when the EMTF assets will be utilized for regional response separate from a state response.	As directed by DSHS.
Equipment Inventory Report	As directed by DSHS.
Annual EMTF SCO Report	As directed by DSHS.

Grantee shall provide all applicable reports in the format specified by DSHS in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports or other requested information may result in DSHS, 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.

DSHS reserves the right to request Grantee complete and submit any additional ASPR and CHEPR reporting requirements as directed by System Agency.

## 2.7 PERFORMANCE MEASURES AND MONITORING

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

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

Grantee shall 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. Grantee shall submit the necessary information and documentation regarding all requirements, including reports and other deliverables and will be expected to report annually on the following measures and any additional measures as directed by System Agency. Grantee will submit using their own forms, if available. DSHS may also provide required templates, if available and as requested.

<b>HPP/EMTF Performance Measures</b>	<b>Associated Outputs</b>
<u>ASPR Measure:</u> HCC Coalition Governance document and Membership (names, type, etc.)	Provide an updated document and membership list.
<u>ASPR Measure:</u> Conduct Two (2) Bi-annual Communications Drills	Number of partners responding yielding increased response capacity.
<u>ASPR Measure:</u> Share HCC Budgets with HCCs and System Agency	Number of members receiving Budgets and/or in attendance at meetings when shared (Coalition Transparency).
<u>ASPR Measure:</u> Share HCC Workplans with HCCs and System Agency	Number of members receiving Budgets and/or in attendance at meetings when shared (Coalition Transparency).
<u>ASPR Measure:</u> Response Plan Submission to System Agency	Number of Plans submitted over the Grant Term.
<u>ASPR Measure:</u> Exercise Response Plans Submission to System Agency	Number of annexes exercised over the Grant Term.
Medical Response and Surge Exercise	Number of patients transferred demonstrating response capacity.
<b>SCO Performance Measures</b>	<b>Associated Outputs</b>

Progress Report on EMTF Rostering Components	Number of complete Component Rosters (out of eight (8) EMTF Regions).
Final Rostering Report	Number of complete Component Rosters (out of eight (8) EMTF Regions).
EMTF Component Exercise Report	Number of EMTF Components participating in a functional, full-scale, or real-world incident.
Unannounced Semi-Annual Call Down Drills	Number of participants responding.

System Agency reserves the right to require reporting of additional performance measures to comply with ASPR.

If requested by System Agency, the Grantee shall report on the progress towards completion of its Project Grant and other relevant information as determined by System Agency during the Grant Term. 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.

## 2.8 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for Grant Agreements with categorical Budgets, Grantee shall submit an FSR twice per year to System Agency by the last Business Day of the month. Through submission of a FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with Grant Agreement requirements; (2) all Grantee-performed services have been completed in compliance with the terms of the Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Award; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

## 2.9 FINAL BILLING SUBMISSION

Unless otherwise directed by DSHS, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than 30 calendar days following the end of the term of the Grant Agreement. Reimbursement or payment requests received after the deadline may not be paid.

## 2.10 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit O, HHS Data Use Agreement (DUA) v.8.5**, and/or **Exhibit O-1, Governmental Entity Version HHS Data Use Agreement v.8.5**, including but not

limited to the terms and conditions regarding **Exhibit O-2, Texas HHS System-Data Use Agreement- Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

## **2.11 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT**

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

- A. In each Grant Agreement with a unit of local government, grant funds appropriated under the General Appropriations Act will be expended subject to limitations and reporting requirements similar to those provided by:
  - 1. Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);
  - 2. §§556.004, 556.005, and 556.006, Government Code; and
  - 3. §§2113.012 and 2113.101, Government Code.
- B. In this section, "unit of local government" means:
  - 1. A council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;
  - 2. A local workforce development board; or
  - 3. A community center as defined by Health and Safety Code, §534.001(b).

## **2.12 TRANSITION PLAN**

System Agency may require the Grantee to complete and submit a transition plan to System Agency for review and approval, as requested by DSHS. The Transition Plan must describe Grantee's policies and procedures that ensure:

- A. The least disruptive impact in the implementation and performance of grant-funded activities; and
- B. Full cooperation with System Agency or its designee in turning over the performance and obligations of the Grant Agreement.

Refer to **Section 2.15, Turnover Services**.

## **2.13 TRANSITION SERVICES**

Grantee shall work with System Agency and outgoing Grantee to initiate transition services. Transition services begin as of the Effective Date of the Grant Agreement and conclude with the transfer of equipment, assets, and/or services.

Transition must be completed to the satisfaction of DSHS on or before: (1) the 60th calendar day from the Effective Date of the Grant Agreement for HPP services; (2) the 60th calendar day from the Effective Date of the Grant Agreement for EMTF services; and (3) the 90th calendar day from the Effective Date of the Grant Agreement for SCO services.

## 2.14 OPERATIONS SERVICES

After DSHS determines the Grantee has successfully completed all transition activities and provides written notice of such completion to the Grantee, Grantee shall begin operations services, which means services that consist of all requirements set forth in **Section 2.6, Program Requirements**. Grantee shall ensure the commencement date of operation services is no later than: (1) 60 calendar days from the Effective Date of the Grant Agreement for HPP services; (2) 60 calendar days from the Effective Date of the Grant Agreement for EMTF services; and (3) 90 calendar days from the Contract Effective Date for SCO services.

## 2.15 TURNOVER SERVICES

Outgoing Grantee shall transfer information, resources, equipment, and controlled assets to the incoming Grantee when the former grant agreement terminates or expires and following the effective date of the new Grant Agreement, as directed by and in accordance with System Agency policies. Response operations will continue to be provided by the outgoing Grantee until a full and complete handoff to the incoming Grantee occurs and DSHS provides written approval that turnover services are complete to prevent a disruption in service. Outgoing Grantee shall complete and provide the DSHS-approved **Form I, Transition Plan Template**, which details the proposed schedule, activities, and resource requirements for an orderly and expeditious transfer of services to an incoming Grantee. Outgoing Grantee shall ensure that all necessary services, knowledge, work product necessary for turnover, and documentation for the tasks completed are transferred to the custody of DSHS personnel or an incoming Grantee as directed by DSHS. Applicant may reference **Form H, Administration For Preparedness and Response Hospital Preparedness Program Transition Plan Guidance** for additional information regarding transition.

Outgoing Grantee shall provide any assistance and actions reasonably necessary to enable DSHS or its designee to effectively close out the former grant agreement and transfer the performance and obligations of the expiring grant agreement to another Grantee or to DSHS if necessary. Outgoing Grantee acknowledges that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the former grant agreement and remains in effect until completed to the satisfaction of DSHS.

## **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 Agreement, 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 must submit a separate Grant Application for each HPP and EMTF region.

### **3.2 APPLICATION SCREENING REQUIREMENTS**

A. In order to be considered eligible for HPP and EMTF Funding Opportunity #1, Applicant must meet the following minimum requirements:

1. Be a governmental entity, non-governmental, not-for-profit organization, for-profit entity, association, or public or private entity that constitutes a separate business entity;
2. Submit an Application per **Section 7.1, Schedule of Events**;
3. Submitted Application must be completed per **Section XIII, Submission Checklist**, and contain specified required documents;
4. All required documents must contain the required signature(s), as applicable;
5. Applicant's physical address must be within the State of Texas; and
6. Applicant must submit a letter from their governing entity (Board of Directors, County Judge, Commissioners' Court, etc.) affirming their commitment to deploy HPP and EMTF assets through either mutual aid or upon request of DSHS within and external to their awarded EMTF region(s) during a mass casualty incident, significant regional event or incident, statewide disaster, pandemic response, or any other event that requires surge activities.

Applicant is not considered eligible to apply unless the Applicant meets the eligibility conditions to the stated criteria listed above at the time the Application is submitted. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation and determine the applicant's eligibility to compete for the Contract award.

B. In order to be considered eligible for EMTF SCO Funding Opportunity #2, Applicant must meet the following minimum requirements:

1. Must meet all the requirements listed in **Section 3.2, Application Screening Requirements, A.1. through A.6.**; and
2. Submitted Application must include a completed **Form D, Consideration Submission Form for Emergency Medical Task Force State Coordinating Organization.**

System Agency reserves the right to review the documentation submitted and to request additional documentation and determine the Applicant's eligibility to compete for the award.

### **3.3 GRANT AWARD ELIGIBILITY**

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

- A. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not subject to suspension, debarment, or a similar ineligibility determined by any state or federal entity;
- B. Applicant is in good standing under the laws of Texas and has provided HHS with any requested or required supporting documentation in connection with this certification;
- C. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
- D. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
- E. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the effective date of this Grant Agreement.

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

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

## **Section IV. Project Period**

### **4.1 PROJECT PERIOD**

The Project Period is anticipated to be from **February 1, 2026**, through **June 30, 2030**. If awarded State general revenue funds, the Project Period may extend through **August 31, 2030**. The start date of the Project Period may change based on transition, operation and turnover services that may occur.

The anticipated year 1 period under each potential Grant Agreement that may be awarded under this RFA is expected to be:

- A. HPP: February 1, 2026 – November 30, 2026;
- B. EMTF: February 1, 2026 – November 30, 2026; and
- C. EMTF/SCO: February 1, 2026 – November 30, 2026.



Subsequent periods under each potential Grant Agreement are expected to be from December 1, through January 31 for a period of 14 months, through the end of the projected Project Period.

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

## **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 30 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**

To be considered for award, Applicant must execute **Exhibit A, HHS Solicitation Affirmations v.2.6**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation. There are two funding opportunities available under this RFA (i.e., Funding Opportunity #1: HPP and EMTF services; and Funding Opportunity #2: EMTF/SCO services); however, System Agency may issue grant awards in three separate contracts, respective to the service type and separate funding sources. By way of example, if Applicant is successful and awarded funds under Funding Opportunity #1, it will be issued one contract to provide HPP services and a second contract to provide EMTF services. If that Applicant is further successful and awarded funds under Funding Opportunity #2, then it will be issued another contract to provide EMTF SCO services.

System Agency will select up multiple awards to implement the regional HPP and EMTF program (also referred to as “Funding Opportunity #1” in this RFA).

System Agency will select one (1) Applicant for the EMTF SCO funding opportunity award (also referred to as “Funding Opportunity #2” in this RFA). To be considered for Funding Opportunity #2, Applicant must comply with the requirements set forth in **Section 3.2, Application Screening Requirements, B.**

All funding is based on the availability of state and federal funds. Applicant should reference **Article II, Scope of Grant Project**, for further detailed information regarding the purpose, background, eligible activities, and requirements.

The total amount of federal funding potentially available for the HPP grant program is **\$61,049,295.00** for the entire Grant Term not to exceed **\$12,209,859.00** per Budget Period. The total amount of State funding for the EMTF program is **\$10,000,000.00** for the entire Grant Term not to exceed **\$2,000,000.00** per Budget Period.. It is DSHS's intention to make multiple awards to Applicants that successfully demonstrate an understanding of and commitment to the HPP and EMTF.

The total amount of State funding potentially available for the EMTF SCO grant programs is **\$23,055,555.55** for the entire Grant Term not to exceed **4,611,111.11** per Budget Period.. It is System Agency's intention to make one award to one Applicant that successfully demonstrates the ability to effectively facilitate the planning and response activities for the statewide EMTF Program.

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

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

All awards are subject to the availability of appropriated state and federal funds and any modifications or additional requirements that may be imposed by law.

Funding awarded will be based on the merit and scope of the Application, EMTF and SCO coverage area, and the availability of grant funding and is at the sole discretion of the System Agency. Additional funding may become available during the Project Period. System Agency, at its sole discretion, may reallocate grant funding between activities and eligible service areas.

## **5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS**

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

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

### 5.3 GRANT FUNDING PROHIBITIONS

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

- A. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
- B. Research;
- C. Construction or Major Renovations;
- D. Purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
- E. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR § 200.439;
- F. Clinical care, which means “directly managing the medical care and treatment of patients;”
- G. Reimbursement of pre-award costs;
- H. Any use of grant funds to replace (supplant) funds that have been Budgeted for the same purpose through non-grant sources;
- I. Serve as a conduit for an award to another party or provider who is ineligible;
- J. Payment or reimbursement of backfilling costs (i.e., straight-time salary, benefits, and overtime of replacement personnel who perform the regular duties of the regularly assigned personnel while the regularly assigned personnel are performing eligible emergency work, training, or exercises) for staff, including health care personnel, for exercises;
- K. Funding of stand-alone single-facility exercises;
- L. Individual salary being over \$150,000 each per year;
- M. Total salary Budget that cumulatively increases over 20% during the Grant Term;
- N. Salaries of Grantee’s elected and/or appointed Board of Directors and Executive Board Members;
- O. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;

- P. 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;
- Q. Food or meals, unless such expenditures are related to the following circumstances:
  - 1. Staff travel costs that are allowed in the Grantee's travel policy and pre-approved by System Agency; and/or
  - 2. Training and/or exercise events if the event outcome is significantly impacted in a negatively due to the event being stopped to allow participants to leave the premises to get a meal; additionally, this exception requires written pre-approval from System Agency for food or meals;
- R. Clothing for promotional purposes, such as those items with HCC and/or health care organization names/logos. Clothing that can be used for PPE and/or response purposes, and can be re-issued, may be purchased if pre-approved by System Agency. Clothing purchases require written pre-approval from DSHS CHEPR;
- S. Payment or reimbursement of mileage from staff residence to the staff member's routine duty station;
- T. Employing an individual who receives funds or benefits under from funding sources under HPP, EMTF or EMTF SCO during the Grant Term;
- U. Any expense or service that is readily available at no cost to the Grant Project;
- V. Any activities related to fundraising; and
- W. Any other prohibition imposed by federal, state, or local law; and other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

## **5.4 COST SHARING OR MATCHING REQUIREMENTS**

There is no required Match or cost sharing requirements under this RFA.

## **5.5 PAYMENT METHOD**

### **5.5.1 Cost Reimbursement**

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

### 5.5.2 Advance Payment

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

## **Section VI. Application Exhibits and Forms for Submission**

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

### 6.1 NARRATIVE PROPOSAL

Using **Forms C** and **D** attached to this RFA, Applicant shall provide an executive summary and describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Article II, Scope of Grant Project**.

### 6.2 REQUESTED BUDGET

Attached **Exhibit C-1, Requested Budget Template**, of this RFA is the template for submitting the proposed Budget. Applicants must develop the proposed Budget to support their proposed Project and in alignment with the requirements described in this RFA.

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

Applicants must utilize the Budget template provided, **Exhibit C-1, Requested Budget Template**, and identify all Budget line items and matching costs for the first contract period (see **Section 4.1, Project Period**, for anticipated year 1 contract period duration). 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 applicable.

Applicant may refer to **Exhibit C, Requested Budget Template Instructions**, for additional guidance to complete **Exhibit C-1, Requested Budget Template**.

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

**Submission of Exhibit C-1, Requested Budget Template, is mandatory in its original Excel format. Applicants that fail to submit a Requested Budget as set forth in this RFA with their Application will be disqualified.**

### **6.3 INDIRECT COSTS**

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

HHS typically accepts the following approved ICRs:

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

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

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

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

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

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one of the three indirect cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – 15% 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** through **B-2** and **G** attached to this RFA, Applicant must provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

### A. Litigation and Contract History

Applicant must include in its Application a complete disclosure of any alleged or significant contractual or grant failures by submitting **Form G, Contract and Litigation History**.

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. Refer to **Exhibit A, HHS Solicitation Affirmations v.2.6**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

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

### B. Internal Controls Questionnaire

Applicant must complete **Form F, 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	June 5, 2025
Posted to HHS Grants RFA	
Applicant Conference	June 12, 2025, at 9:00 a.m. Central Time
Attendance is Optional	
Deadline for Submitting Questions or Requests for Clarification	June 13, 2025, by 2:00 p.m. Central Time



Tentative Date Answers to Questions or Requests for Clarification Posted	June 23, 2025
<b>Deadline for Submission of Applications</b>  <b>NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.</b>	<b>July 7, 2025, by 10:30 a.m. Central Time</b>
Anticipated Notice of Award	<b>November 2025</b>
Anticipated Project Start Date	<b>December 2025</b>
Anticipated Project Start Date with transition, if applicable	<b>February-March 2026</b>

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

## **7.2 SOLE POINT OF CONTACT**

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

<b>Name</b>	Amy Pearson
<b>Title</b>	Grant Specialist, HHSC Procurement and Contracting Services
<b>Address</b>	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756



<b>Phone</b>	(512) 406-2638
<b>Email</b>	<a href="mailto:Amy.Pearson@hhs.texas.gov">Amy.Pearson@hhs.texas.gov</a>

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

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

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

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

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

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

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

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

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

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

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

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

**HHSC 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 or Requests for Clarification. Each Applicant submits its Application at its own risk.

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

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

#### **7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS**

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

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

## 7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA

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

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

## 7.7 EXCEPTIONS 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 using **Exhibit G, Exceptions Form**, 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.

## 7.8 APPLICANT CONFERENCE

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

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

The conference may be held by webinar, conference call or both. Attendees are required to sign a conference attendance log and those joining via conference call are required to send an email to the Sole Point of Contact (see **Section 7.2, Sole Point of Contact**) advising of participation in the conference. Whether signing the conference attendance log in person or sending email notification, each attendee must provide his/her name, attendee's company name, and attendee email address.

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

During the conference, HHSC or DSHS may provide responses; however, HHSC or DSHS will consolidate the official responses to all questions and requests for clarifications received during the conference and include in an Addendum posted on the HHS Grants RFA website.

HHSC or DSHS reserves the right to amend responses to questions and requests for clarification after posting at any time prior to the Deadline for Submission of Applications. Amended answers will be posted on the HHS Grants RFA website in a separate, new Addendum or Addenda.

### **WEBINAR INFORMATION:**

The conference will be held through GoToWebinar, which may be accessed at:

<https://attendee.gotowebinar.com/register/8759801886727501399>

#### **Webinar Instructions:**

- A. Enter Webinar ID: 235-228-433
- B. Enter Attendee's business email.
- C. To register, the participants must have the following information ready:
  - 1. First and last name of each attendee/registrant;
  - 2. E-mail address for the attendee/registrant;
  - 3. Applicant's legal name; and
  - 4. Job title of attendee/registrant.

## **Section VIII. Application Organization and Submission Requirements**

### **8.1 APPLICATION RECEIPT**

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

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

Application, inappropriately identified documents, or other submission issue that may lead to disqualification.

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

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

## **8.2 APPLICATION SUBMISSION**

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

## **8.3 REQUIRED SUBMISSION METHOD**

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 I, HHS Online Bid Room**. **File Size Limitation:** Restriction to 250MB per file attachment.

- A. One (1) copy marked as “Original Application” that contains the Applicant’s entire Application in a Portable Document Format (“.pdf”) file.
- B. One (1) copy of the completed **Exhibit C-1, Requested Budget Template**, in its original Excel format.
- C. One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with Section 12.1, Texas Public Information Act- Application Disclosure Requirements, in a Portable Document Format (“.pdf”) file.

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

- A. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.” USB drive must include the completed **Exhibit C-1, Requested Budget Template**, in its original Excel format.

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

Sealed packaged must be clearly labeled with the following:

- A. RFA Number;
- B. RFA Title;
- C. Deadline for Submission of Applications;
- D. Sole Point of Contact’s name; and
- E. Applicant’s legal name.

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

<b>Overnight/Express/Priority Mail</b>	<b>Hand Delivery</b>
Health and Human Services Commission ATTN: Amy Pearson Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: Amy Pearson Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756

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

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

#### **8.5 APPLICATION COMPOSITION**

All Applications must:

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

- E. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

## **8.6 APPLICATION ORGANIZATION**

The complete Application file .pdf must:

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

## **8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS**

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

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

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

## **Section IX. Application Screening and Evaluation**

### **9.1 OVERVIEW**

A five-step selection process will be used:



- A. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;
- B. Evaluation based upon specific criteria to determine HPP and EMTF award recommendations;
- C. Final selection based upon State priorities and other relevant factors, as outlined in **Section 10.1, Final Selection Considerations for Funding Opportunity #1**, to determine tentative award finalists for Funding Opportunity #1 and Applicants qualified for Funding Opportunity #2, see also **Section 3.2, Application Screening Requirements, B.**;
- D. Oral presentations for Funding Opportunity #2 based upon specific criteria to determine the EMTF SCO award recommendation; and
- E. Final selection based upon State priorities and other relevant factors, as outlined in **Section 10.1, Final Selection Considerations for Funding Opportunity #2**.

## **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. Refer to **Section 3.2, Application Screening Requirements**.

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

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 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 – FUNDING OPPORTUNITY #1 HPP AND EMTF**

Applications will be evaluated and scored in accordance with the following scoring criteria using **Exhibit J, Evaluation Tool for Funding Opportunity #1 (HPP and EMTF)**.

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

- A. Experience and Knowledge (36%);
- B. Capability and Readiness (24%);
- C. Administrative Preparedness (22%); and
- D. Planning, Training, and Exercise (18%).

#### **9.5 EVALUATION CRITERIA - FUNDING OPPORTUNITY #2 EMTF SCO - ORAL PRESENTATIONS**

After the Funding Opportunity #1 evaluation (see **Section 9.4, Evaluation Criteria – Funding Opportunity #1 HPP and EMTF** and **Section 10.1, Final Selection Considerations for Funding Opportunity #1**, Applicants that have been identified as tentative award finalists and that submitted a completed **Form D, Consideration Submission Form for Emergency Medical Task Force State Coordinating Organization**, will be selected for invitation to oral presentations.

HHSC reserves the right to select only the top three (3) or fewer tentative award finalists with the highest evaluation scores to participate in the oral presentation process for Funding Opportunity #2.

Selection of the top three (3) or fewer tentative award finalists will be determined by the competitive range.

The competitive range will consist of the Applications that receive the highest scores or most satisfactory ratings, based on the published evaluation criteria for Funding Opportunity #1 and procedures governing this RFA. Cutoff for the competitive range will be based on the “natural break” in scores and on reasoned judgment that Applications below the cutoff cannot be made successful through clarification and negotiation. By way of example, in a scenario where Funding Opportunity #1 evaluation scores are 97, 93, 82, 81, 79 and 68, the competitive range may include only the top two (2) tentative award finalists.

HHSC is not obligated to enforce a natural break in scores and reserves the right to advance three or fewer tentative award finalists.

### 9.5.1 Oral Presentation Criteria

The oral presentation is worth 100 points and will be used to determine award recommendations for Funding Opportunity #2 (EMTF SCO).

Oral presentation questions or scenarios will be based on the following criteria categories:

- A. Capability and Readiness;
- B. Knowledge and Experience;
- C. Training and Exercise;
- D. Planning and Administration; and
- E. Response and Recovery Operations.

See **Exhibit J-1, Secondary Evaluation for RFA's Oral Presentations.**

### 9.6 PAST PERFORMANCE

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

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

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

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

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

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

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

If applicable, Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>, OR,

- A. Applicant is currently under a corrective action plan through HHSC or DSHS, OR,
- B. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- C. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- D. Applicant has Contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or substandard performance, OR
- E. Any other performance issue that demonstrates that awarding a Grant Agreement to Applicant would not be in the best interest of the State.

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

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

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

Checks include:

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

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

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

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

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

### C. Divestment Statute Lists

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

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

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

### D. HHS Office of Inspector General

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

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

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

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

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

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

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

HHSC and System Agency reserve the right to conduct additional checks to determine eligibility to receive a Grant Agreement.

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## **Section X. Award of Grant Agreement Process**

### **10.1 FINAL SELECTION CONSIDERATIONS FOR FUNDING OPPORTUNITY #1**

After initial screening for eligibility and Application completeness, and initial evaluation against the criteria listed in **Section 9.4, Evaluation Criteria – Funding Opportunity #1 HPP and EMTF**, the System Agency may apply other considerations such as program policy or other selection factors that are essential to the process of selecting Applications that individually or collectively achieve program objectives. In applying these factors, the System Agency may consult with internal and external subject matter experts. The funding methodology for issuing final Grant Agreements will include the following identified factors:

- A. The evaluation score, geographic distribution across the state, availability of funds, cost-effectiveness, and the best interest of the State in providing services under this RFA;
- B. The final funding amount and the provisions of the contract will be determined at the sole discretion of the System Agency.
- C. The System Agency will evaluate, score, and make final funding decisions based on Applicant eligibility, evaluation rankings, and apply the funding methodology in the following order due to eligibility requirements:
  - 1. The highest scoring Application(s) per EMTF Region will be named a tentative award finalist for contract negotiations. The System Agency reserves the right to name tentative award finalists based on the best Application scores and the best interest and/or best value to the State of Texas. The System Agency will also consider gaps in service or coverage when selecting awardees.
  - 2. In the event Applications from more than one Applicant is submitted for the same EMTF Region or set of EMTF Regions, result in identical scores, the System Agency will consider past performance on similar projects and qualifications of key project personnel, including without limitation:
    - a. Demonstrated success managing HPP, EMTF, or other similar projects;
    - b. Past fiscal issues, including, but not limited to, payment holds or sanctions, under any DSHS or HHSC Contract; and
    - c. Previous missing, late, incomplete, or insufficient Deliverables under any HPP Contract.

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

## 10.2 FINAL SELECTION CONSIDERATION FOR FUNDING OPPORTUNITY #2

After initial screening for eligibility, Application completeness to include submission of **Form D, Consideration Submission Form for Emergency Medical Task Force State Coordinating Organization**, and initial evaluation against the criteria listed in **Section 9.5, Evaluation Criteria Funding Opportunity #2 EMTF SCO**, the System Agency may apply other considerations such as program policy or other selection factors that are essential to the process of selecting Applications that individually or collectively achieve program objectives. In applying these factors, the System Agency may consult with internal and external subject matter experts. The funding methodology for issuing final Grant Agreements will include the following identified factors:

- A. Final oral presentation score, geographic distribution across the state, availability of funds, cost-effectiveness, and the best interest of the State in providing services under this RFA; and
- B. The final funding amount and the provisions of the contract will be determined at the sole discretion of the System Agency.

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

## 10.3 NEGOTIATIONS

After the Application evaluation process is completed and tentative awardees are selected, the terms of the Contract shall be finalized through negotiations between the System Agency and the selected Grantee(s).

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

- A. An in-depth discussion of the submitted Application and Requested Budget; and
- B. Requests from the System Agency for revised documents, clarification, or additional detail regarding the Applicant's submitted Application and requested Budget. These clarifications and additional details, as required, must be submitted in writing by Applicant as finalized during the negotiation.
- C. The final funding amount and the provisions of the Contract will be determined at the sole discretion of the System Agency. Tentative or apparent grant recipients may be announced once the DSHS Deputy Commissioner, or their designee has given approval to initiate negotiation and execute Contracts.

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

## **10.4 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/filinginfo/1295/>.

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.

## **10.5 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)**

The System Agency intends to award one or more 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 DSHS Associate Commissioner and relevant HHSC approval authorities have given



approval to initiate and/or execute grants. Receipt of an “Intent to Award Letter” does not authorize the recipient to incur expenditures or begin project activities, nor does it guarantee current or future funding.

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

## **Section XI. General Terms and Conditions**

### **11.1 GRANT APPLICATION DISCLOSURE**

In an effort to maximize state resources and reduce duplication of effort, the System Agency, at its discretion, may require the Applicant to disclose information regarding the Application for or award of state, federal, and/or local grant funding to the Applicant or subGrantee or subcontractor (i.e., organization who will participate, in part, in the operation of the Project) within the past two years to provide hospital preparedness and response services.

### **11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

In procuring goods and services using funding awarded under this RFA, Grantee must use HUBs or other designated businesses as required by law or the terms of the state or federal grant under which this RFA has been issued. See e.g., 2 CFR 200.321. If there are no such requirements, System Agency encourages Applicant to use HUBs to provide goods and services.

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

## **Section XII. Application Confidential or Proprietary Information**

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

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



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

**A. Mark Original Application:**

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

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

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

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font);
2. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and
3. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in **Subsection C of this section** must be identical to those set forth in the Original Application as required in **Subsection A.2**, above. The only difference in required markings and information between the Original Application and the “Public Information Act Copy” of the Application will be redactions – which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Application.

**By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations v.2.6, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency’s public website, and posted on the Legislative Budget Board’s public website.**

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

**this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.**

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

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

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

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

## **12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY**

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

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### **Section XIII. Submission Checklist**

**HHSC, in coordination with System Agency, in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations v.2.6 (completed and signed) and Exhibit C-1, Requested Budget Template, (completed) will be disqualified. See Section 9.2, Initial Compliance Screening of Applications, for further detail.**

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

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

#### **A. Administrative Applicant Information**

1. Form A: Face Page \_\_\_\_\_
2. Form B: Administrative Information \_\_\_\_\_
3. Form B-1: Governmental Entity – Authorized Officials, if applicable \_\_\_\_\_
4. Form B-2: Nonprofit Entity – Authorized Officials, if applicable \_\_\_\_\_
5. Form F: Internal Controls Questionnaire \_\_\_\_\_
6. Form G: Contract and Litigation History \_\_\_\_\_

#### **B. 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.]**

1. Form C: Executive Summary and Narrative Proposal \_\_\_\_\_
2. Form D: Consideration Submission Form for Emergency Medical  
Task Force State Coordinating Organization, if applicable \_\_\_\_\_

#### **C. Requested Budget**

Exhibit C-1: Requested Budget Template \_\_\_\_\_

**This Requested Budget Template is mandatory and must be submitted with the Application, in the original format (Excel), for the Application to be considered responsive. Applications received without the completed Requested Budget Template will be disqualified.**

**D. Indirect Costs**

Form E, HHS System Indirect Costs Rate (ICR) Questionnaire \_\_\_\_\_

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

1. Exhibit A, HHS Solicitation Affirmations v.2.6 \_\_\_\_\_

**Per Section 9.2, Initial Compliance Screening of Applications, Exhibit A is mandatory and must be completed, signed, and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A may be disqualified.**

2. Exhibit D, Assurances – Non-Construction Programs \_\_\_\_\_

3. Exhibit E, Certification Regarding Lobbying \_\_\_\_\_

4. Exhibit F, Federal Funding Accountability and Transparency Act (FFATA) Certification \_\_\_\_\_

5. Exhibit G, Exceptions Form, if applicable \_\_\_\_\_

6. Exhibit O, HHS Data Use Agreement v.8.5 \_\_\_\_\_

7. Exhibit O-1, Governmental Entity Version HHS Data Use Agreement v.8.5 \_\_\_\_\_

8. Exhibit O-2, Texas HHS System, Data Use Agreement Attachment 2, Security and Privacy Inquiry (SPI) v.2.1 \_\_\_\_\_

**F. Signed Addenda:**

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

## **Section XIV. List of Exhibits and Forms Attached to RFA**

### **Exhibits**

Exhibit A, HHS Solicitation Affirmations v.2.6

Exhibit B, Health and Human Services (HHS) Uniform Terms and Conditions – Grant v.3.5

Exhibit C, Requested Budget Template Instructions

Exhibit C-1, Requested Budget Template

Exhibit D, Assurances – Non-Construction Program

Exhibit E, Certification Regarding Lobbying

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

Exhibit G, Exceptions Form

Exhibit H, Trauma Service Areas

Exhibit I, HHS Online Bid Room

Exhibit J, Evaluation Tool for Funding Opportunity #1 (HPP and EMTF)

Exhibit J-1, Secondary Evaluation for RFA’s Oral Presentations

Exhibit K, Emergency Medical Task Force (EMTF) Regions

Exhibit L, Example State Mission Assignment (SMA)

Exhibit M, Emergency Medical Task Force Component Overview

Exhibit N, Health Care Preparedness and Response Capabilities for HealthCare Coalitions

Exhibit O, HHS Data Use Agreement v8.5

Exhibit O-1, Governmental Entity Version HHS Data Use Agreement v.8.5

Exhibit O-2, Texas HHS System Data Use Agreement - Attachment 2, Security and Privacy Inquiry (SPI)

### **Forms**

Form A, Face Page

Form B, Administrative Information

Form B-1, Governmental Entity – Authorized Officials

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

Form C, Executive Summary and Narrative Proposal

Form D, Consideration Submission Form for EMTF SCO

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

Form F, Internal Controls Questionnaire

Form G, Contract and Litigation History

Form H, Administration For Preparedness and Response Hospital Preparedness Program  
Transition Plan Guidance

Form I, Transition Plan Template