



# TEXAS

## Health and Human Services

***Cecile E. Young, Executive Commissioner***

***Request for Applications (RFA)***

***Grant for  
Rural Mental Health Initiative Grant Program  
RFA No. HHS0014211***

**APPLICATION SUBMISSION DEADLINE**

***July 3, 2024 by 10:30 a.m. Central Time***

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## Section I. Executive Summary, Definitions, and Statutory Authority

### 1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC or System Agency) is accepting Applications for the Rural Mental Health Initiative Grant Program (RIGP) as directed by Senate Bill 1677, 88<sup>th</sup> Legislature, Regular Session, 2023. Through the Rural Mental Health Initiative Grant Program, HHSC will award grants to Rural-serving Local Mental Health Authorities (LMHAs), Local Behavioral Health Authorities (LBHAs), Non-Profit Organizations, or Governmental Entities in accordance with Section 5.4, Cost Sharing or Matching Requirements , to address the mental health needs of individuals with mental illness or serious emotional disturbance residing in Rural Texas in accordance with the specifications contained in this Request for Application.

The purpose of this Program is to establish or expand (1) regional behavioral health centers for Adults experiencing mental illness or Children experiencing serious emotional disturbance, (2) Jail Diversion Centers for Adults experiencing mental illness, and (3) to provide mental health treatment, prevention, and early intervention in the LMHA's or LBHA's Local Service Areas to:

1. Provide additional forensic hospital beds and competency restoration services;
2. Provide inpatient and outpatient mental health services to Adults and Children; and
3. Provide services to reduce recidivism and the frequency of arrest, incarceration, and emergency detentions among persons with mental illness or serious emotional disturbance in the Local Service Areas.

Funds are available to serve one or more Rural Texas counties; meaning the proposed service area must include one or more Texas counties with a population of less than 250,000.

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

Grant Name:	FY25 Rural Mental Health Initiative Grant Program
RFA No.:	HHS0014211
Deadline for Applications:	July 3, 2024, by 10:30 a.m.
Deadline for Submitting Questions or Requests for Clarifications:	June 14, 2024, by 5:00 p.m.
Estimated Total Available Funding:	\$9,000,000.00 for the Grant Term
Estimated Total Number of Awards:	Four (4) to Six (6)
Estimated Max Award Amount:	\$250,000.00
Match Required, if any:	Twenty-five percent (25%), or Fifty percent (50%) of the value of State funds awarded based on service area population as outlined in <b>Section 5.4, Cost Sharing or Matching Requirements.</b>
Anticipated Project Start Date:	November 1, 2024
Length of Project Period:	One (1) State Fiscal Year
Eligible Applicants:	<ol style="list-style-type: none"> <li>1. Application is received by the published deadline;</li> <li>2. Application is complete and includes all attachments, exhibits, forms, and addenda;</li> <li>3. Application is signed by Applicant's authorized representative;</li> </ol>

	<p>4. Applicant is a Non-Profit Organization or a Government Entity; and</p> <p>5. Applicant is eligible to conduct business in Texas.</p>
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To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements** and **Section XIII, Submission Checklist** by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening for Applications**, for further details.

## 1.2 DEFINITIONS AND ACRONYMS

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

Refer to all exhibits to this RFA for additional definitions.

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

["Adult\(s\)"](#) means an individual(s) 18 years or older.

["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"](#) or ["Grant Application"](#) means all documents the Applicant submits in response to this RFA, including all required forms and exhibits. May also be referred to in this RFA as solicitation response.

["Assessment"](#) means a systematic process for measuring an individual's service needs.

"Audio-visual technology" means synchronous Audio-visual telecommunications or store and forward technology in conjunction with synchronous audio-only telecommunications.

"Behavioral Health Services" The department within HHSC that is responsible for the Rural Mental Health Initiative Grant Program.

"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" or "Working Day" is Monday-Friday, other than a national or State holiday as defined by Texas Government Code Sections 662.003(a) and (b). Use of the term "day," rather than "Working Day" shall mean a Calendar Day.

"Calendar Day" refers to every day on the calendar, i.e. all 365 days of the year (366 if it is a leap year).

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

"Child" or "Children" means an individual(s) aged 3-17.

"Client" means a member of the target population to be served under a Grant Agreement as a result of this RFA. The Applicant may further define Client, and service eligibility requirements in its Grant Application.

"Cost Reimbursement" means a payment method in which a Grantee is reimbursed for costs that are reasonable, allowable, and allocable in accordance with the Grant Agreement and consistent with the Grant Project Budget approved by HHSC.

"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 Costs or Indirect Costs. Direct Costs include, but are not limited to, salaries, travel,



Equipment, and supplies directly benefiting the grant-supported Project or activity.

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

["Evidence-based"](#) means a designation for models, curricula, and other interventions that have been proven effective through rigorous research methodologies.

["Financial Status Reports \(FSR\)"](#) are reports submitted to the System Agency according to a schedule detailed in the Grant Agreements. The FSR reflects the Grant Agreements approved Categorical Budget, cumulative allowable costs incurred through the end of the reporting quarter by Budget category (e.g., personnel, Equipment, supplies, etc.), Budget variances, the System Agency's share of Program income, and non-System Agency funding.

["Fiscal Year"](#) means the System Agency's State Fiscal Year, September 1 – August 31, unless otherwise specified.

["Governmental Entity"](#) A Governmental Entity is an "agency" as defined in Texas Government Code Chapter 771.002 or a "local government" as defined in Texas [Government Code Chapter 791.003](#) <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.791.HTM>.

["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."

["Grant Term"](#) means Project Period plus anticipated renewal or extension periods.

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

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

“HHSC” means the Health and Human Services Commission.

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

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

“In-Kind” means non-cash matching, refers to the practice of using non-monetary resources to fulfill a portion of the required financial Match for a grant or funding opportunity.

“Inpatient Competency Restoration” means services in an inpatient psychiatric hospital setting, for patients who are 18 years of age or older and committed to the State Hospital System by a court of the State of Texas (“State”) under Chapter 46B of the Texas Code of Criminal Procedure

“Integrated Care Services” means a healthcare model that integrates or blends medical and Behavioral Health Services in one setting where individuals receive a whole-person centered approach to care, that provides culturally and linguistically appropriate treatment and referral to other providers and community resources, incorporating the following Principles and practices of Integrated Care: No-wrong Door, Evidence-based Approach to Care, Value-based services, Collaborative Care and No Barrier policies.

“Jail Diversion” means the process by which individuals with mental health and substance use disorders are diverted from the criminal justice system into treatment or alternatives to incarceration. There are multiple points at which an individual with mental illness may be intercepted and diverted from the criminal justice system into treatment or services, including crisis services, law enforcement, emergency management services and behavioral health pre-arrest and co-responder Programs, and pre-trial supervision and diversion services. Reentry services and specialized community correction Programs are also part of larger diversion efforts, as they can prevent re-arrest and reincarceration.

“Jail Diversion Center” means a proposed Program that provides Jail Diversion services. A facility is not a Program required. Rapid access or rapid follow-up access to crisis services at a non-clinical setting or the use of an emergency management services team with a certified peer provider or behavioral health provider to respond or follow up on a crisis in the community are examples of Jail Diversion Center services that may not require a facility.

“LBHA” or “Local Behavioral Health Authority” means an entity designated as an LBHA by HHSC in accordance with Texas Health and Safety Code §533.0356.

“LIDDA” or “Local Intellectual and Developmental Disability Authority” means an entity designated by HHSC in accordance with Texas Health and Safety Code §533A.035.

“LMHA” or “Local Mental Health Authority” means an entity designated as an LMHA by HHSC in accordance with Texas Health and Safety Code §533.035(a).

“Local Service Area” means a specific geographic area in Texas served by an LMHA or LBHAs.

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

“Non-Profit Organization” means an entity that has obtained a federal income tax exemption under Internal Revenue Code (IRC) Title 26 USC Subtitle A, Chapter 1, Subchapter F, Part 1, Sections 501(c)(3), (4), (8), (10) or (19).

“OSAR” – means Outreach, Screening, Assessment and Referral Program for substance use services. The Outreach, Screening, Assessment, and Referral (OSAR) Program is typically the first point of contact for individuals seeking substance abuse treatment services. The OSAR Program provides confidential screenings and Assessments for substance use disorders to determine the level of care needed.

“Outcomes” means Performance Measures used to determine what has been accomplished, including changes in behaviors, approaches, policies, and practices to reduce risk factors and promote protective factors because of the strategies implemented.

“Outpatient Competency Restoration” means Programs that provide community-based competency restoration services, which include

mental health and substance use treatment services, as well as legal education for people found Incompetent to Stand Trial (IST). In general, Outpatient Competency Restoration Programs are designed to:

1. Reduce the number of IST people with mental illness or co-occurring psychiatric and substance use disorders on the State mental health hospital clearinghouse waiting list for Inpatient Competency Restoration services.
2. Increase prompt access to clinically appropriate Outpatient Competency Restoration services for people determined to be IST who don't require the restrictiveness of a hospital setting.
3. Reduce the number of bed days in State mental health hospitals used by forensic patients from a contractor's Local Service Area.

“Outputs” means Performance Measures that quantify or indicate the product of an activity (e.g., service amounts, staff hired, number of individuals served).

“Performance Measures” mean measures that reflect the services that are critical to the Program design and intended Outcomes of a contractor’s services. Performance Measures are specified for all System Agency-funded Programs.

“Program” means specific activities of the provider and/or activities conducted by the Applicant.

“Program Type” means a category of services with a specific priority population and purpose. The Program Types for Programs in the RFA are:

1. Regional Behavioral Health Center;
  - a. Inpatient mental health services; and
  - b. Outpatient mental health services.
2. Jail Diversion Center;
3. Private Psychiatric Beds;
4. Inpatient Competency Restoration; and
6. Outpatient Competency Restoration.

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

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

“Rural” means a county with a population of less than 250,000.

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

“System Agency” means HHSC or DSHS, as applicable or otherwise stating that the definition is the same as found in the UTCs.

“Subcontract” means a written agreement between the System Agency’s contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original Contract. The contractor remains entirely responsible to the System Agency for performance of all requirements of the Contract with the System Agency. The contractor must closely monitor the Subcontractor’s performance.

“Supplant” means to replace or substitute one source of funding for another source of funding. A recipient of Contract funds under the RFA must not use the funds to pay any costs that the recipient is already obligated to pay. If an Applicant, prior to responding to an RFA, had committed to provide funding for activities defined in the contract’s Statement of Work, then the Applicant must provide the amount of funding previously committed in addition to the amount requested under the RFA.

“Sustainability” means ensured for prevention Outcomes by building stakeholder support for your Program, showing and sharing results, and obtaining steady funding.

“Telehealth” means in accordance with Texas Occupation Code Chapter 111, and 22 TAC Subchapter B, §174.9 (relating to Mental Health

Services), which allows provision of mental health services, a health service other than a Telemedicine medical service, delivered by a health professional licensed, certified, or otherwise entitled to practice in this State and acting within the scope of the health professional's license, certification, or entitlement to an individual at a different physical location than the health professional using telecommunications or information technology, including:

- a. compressed digital interactive video, audio, or data transmission;
- b. clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- c. other technology that facilitates access to health care services or medical specialty expertise.

["Telemedicine"](#) means in accordance with Texas Occupations Code Chapter 111, and 22 TAC Subchapter B, §174.9 (relating to Mental Health Services), which allows provision of mental health services, a health care service delivered by a physician licensed in this State or a health professional acting under the delegation and supervision of a physician licensed in this State, and acting within the scope of the physician's or health professional's license to an individual at a different physical location than the physician or health professional using telecommunications or information technology, including:

- a. compressed digital interactive video, audio, or data transmission;
- b. clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- c. other technology that facilitates access to health care services or medical specialty expertise.

["Texas Administrative Code \(TAC\)"](#) means a compilation of all State agency rules in Texas. There are 16 titles in the TAC. Each title represents a subject category and related agencies are assigned to the appropriate title.

["Texas Grant Management Standards"](#) or ["TxGMS"](#) means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally,

except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law.

### **1.3 STATUTORY AUTHORITY**

The System Agency is requesting Applications under Texas Government Code § 531.09936. All awards are subject to the availability of appropriated State funds and any modifications or additional requirements that may be imposed by law.

### **1.4 STANDARDS**

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

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

### **2.1 PURPOSE**

This funding opportunity invites Grant Applications from Non-Profit Organizations or Governmental Entities requesting funding for the Rural Mental Health Initiative Grant Program. The purpose of this Program is to establish or expand behavioral health centers or Jail Diversion Centers/programs that provide additional forensic hospital beds and competency restoration services to Adults, or to provide inpatient and outpatient mental health services to Adults and Children in Rural Texas. The objective of these services is to reduce recidivism and the frequency of arrest, incarceration, and emergency detentions among persons with mental illness or serious emotional disturbance in the Rural service area of an LMHA or LBHA.

### **2.2 PROGRAM BACKGROUND**

In 2023, the 88<sup>th</sup> Texas Legislature passed Senate Bill 1677, which established the Rural Initiative Mental Health Grant Program (RIGP). This Program is governed by Texas Government Code, Section 531.09936 and is aimed at establishing or expanding regional behavioral health centers or Jail Diversion Centers in Rural areas



across Texas. Any Project under the RIGP must serve one or more Texas counties with a population of less than 250,000.

This grant Program shall require the Grantee to implement at least one of the following services in a Rural county:

For Adults (18+ years of age) and Children (3-17 years of age)

1. Inpatient mental health services; or
2. Outpatient mental health services.

For Adults only (18+ years of age)

1. Forensic hospital beds;
2. Outpatient Competency Restoration (OCR); or
3. Jail Diversion Center.

## **2.3 ELIGIBLE POPULATION**

The eligible population to be served under this RFA consists of Texas residents (i.e., Children or Adults) residing in Rural counties who have a clinical diagnosis of a mental health condition and/or co-occurring disorders, including but not limited to intellectual or developmental disability, substance use disorder, and complex medical conditions.

## **2.4 ELIGIBLE SERVICE AREAS**

The service areas eligible for Grant funding under this RFA include areas that serve, at minimum, one Rural Texas county; meaning the proposed service area must include at least one Texas county with a population of less than 250,000. Applicants should refer to the 2020 United States Census for County population data, visit [Census.gov](https://www.census.gov).

## **2.5 ELIGIBLE ACTIVITIES**

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

The primary focus of the RIGP is providing Behavioral Health Services to Children and Adults.



Each Application must clearly identify which Program Type the Applicant is proposing, its target population (i.e., Children and/or Adults), and its proposed service area. Applicants must include the provision of Evidence-based practices, best practices when there are no Evidence-based practices that can be used for the target population and provision of the proposed services, or proposed innovations as part of its proposed Grant Project. The use of Evidence-based practices is strongly encouraged.

Applications must include at least one of the following behavioral health strategies as part of their Project Design.

Examples of eligible activities include, but are not limited to:

1. Prevention and early intervention;
2. Client education and skills development;
3. Screening and Assessment;
4. Case management;
5. Care Coordination when integrated care is proposed;
6. Equine or animal-assisted therapy;
7. Family therapy;
8. Integrated Care Services, including medication management;
9. Mental health rehabilitation;
10. Psychotherapy;
11. Psychiatric treatment;
12. Nursing support services;
13. Co-occurring treatment;
14. Peer services;
15. Activities and or services with a continuum that assist with individuals transitioning between, or remaining engaged in, mental health services. Examples of eligible activities include but are not limited to:

- a. Care Coordination and or navigation services;
  - b. Employment and education services; and
  - c. Housing.
16. Service Coordination;
17. Medication services; and
18. Suicide prevention.

## **2.6 PROGRAM REQUIREMENTS**

**1. Statements of Work (SOW) by Program Type.** Grant Projects funded under this RFA must meet the specific program requirements outlined in the Statement of Work, which are subject to change:

- a. Exhibit J, Behavioral Health Center SOW;
- b. Exhibit K, Diversion Center SOW;
- c. Exhibit L, Contracted Private Beds SOW;
- d. Exhibit M, Inpatient Competency Restoration SOW; and
- e. Exhibit N, Outpatient Competency Restoration SOW.

**2. Proposed Projects** must include the following in their Application:

- a. Strategies the proposed Project will use to reduce recidivism, frequency of arrests, incarceration, and emergency detentions;
- b. Procedures that support connection with or referral to crisis intervention or emergency services, which includes, but is not limited to, screening for suicidal/homicidal ideation, and Assessment of mental health or substance use disorders; and
- c. Procedures designed to connect the target population to on-going routine mental health services (e.g., LMHA, LBHA, LIDDA, and/or OSAR), or Integrated Care Services.

**3. Implementation.** Grantee shall ensure all services and treatments are:

- a. Delivered using a trauma-informed and person-centered approach;
- b. Implemented with 100% model fidelity to an Evidence-based Program or based upon best available research (if applicable);
- c. Planned in partnership with individuals receiving services and inclusive of peers, family partners and family members;
- d. Provided in an environment that is most appropriate and/or based on an individual's preference;
- e. Provided in a culturally and linguistically sensitive manner using National Culturally and Linguistically Appropriate Service (CLAS) Standards. These standards are incorporated by reference and posted at <https://thinkculturalhealth.hhs.gov/clas>;
- f. Tailored to an individual's unique strengths and needs; and
- g. Delivered within a continuum of care using a holistic method that integrates mental health services with other services including substance use disorder, intellectual and/or developmental disability, and physical health services.

**4. Sustainability.** Grantee shall submit a Sustainability plan. The Sustainability plan must include strategies to ensure financial Sustainability, maintain community support, and organizational longevity after grant period.

**5. Staffing Plan.** Grantee shall submit a staffing plan. The staffing plan must include description of recruitment and retention efforts for staff and training to ensure staff are qualified to carry out required duties of the RIGP Program. The staffing plan shall include ongoing training and technical assistance to ensure staff obtain competency in addressing the identified goals or carrying out Evidence-based service activities.

- 6. Collaboration with LMHAs/LBHAs.** Pursuant to Texas Government Code Section 531.09936(b): A nonprofit or Governmental Entity that applies for a grant under this section must work in cooperation as demonstrated through a Memorandum of Understanding (MOU) with Local Mental Health Authorities (LMHAs) or Local Behavioral Health Authorities (LBHAs) that serve Rural counties of Texas.
- 7. Subcontracting.** Should a Grantee Subcontract any Grant Project service(s), Grantee expressly understands and acknowledges that in entering into such Subcontract(s), HHSC is in no manner liable to any Subcontractor(s). Furthermore, in no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all Subcontracts are rendered in compliance with the Grant Agreement.
- 8. Matching Funds.** Grantees shall dedicate matching funds equal to a certain percentage of the State award, based on the population of the counties proposed to be served pursuant to Texas Government Code Section 531.0991(h) and as outlined in Section 5.4, Cost Sharing or Matching Requirements.

## **2.7 GRANTEE'S RESPONSIBILITIES**

Grantees shall ensure Projects and proposed services under the RIGP Program contain the following characteristics:

1. Coordinates mental health services for individuals with mental illness or serious emotional disturbance with other community stakeholders;
2. Enhances external stakeholder partnerships;
3. Fosters community collaboration;
4. Encourages greater continuity of care for individuals receiving services through a diverse local provider network;
5. Reduces the duplication of mental health services provided in the Local Service Area;
6. Contemplates continuity of operations in the event of a man-made or natural disaster;

7. Adherence to statutory and Texas Administrative Code (TAC) Rule requirements based on Project design and specified in corresponding Statement of Work; and
8. Ensures operational staff adhere to any applicable licensure requirements.

## 2.8 REQUIRED REPORTS

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

REPORT	DUE DATE
Financial Status Report – Quarterly	On or before the 30th Calendar Day following the end of the quarter being reported
Performance Report – Quarterly	On or before the 30th Calendar Day following the end of the quarter being reported
Invoice/General Ledger - Monthly	On or before the 30th Calendar Day of each month following the month being reported
Expenditure Report - Monthly	On or before the 30th Calendar Day of each month following the month being reported
Match Certification - Quarterly	On or before the 30th Calendar Day following the end of the quarter being reported
Exhibit I, SBHCC Report Template	Twice Annually, on or before September 30 <sup>th</sup> and March 30 <sup>th</sup>
Statement of Work-specific Reporting Requirements	As outlined in Exhibits J, K, L, M and N

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold

without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

## **2.9 PERFORMANCE MEASURES AND MONITORING**

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

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

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

HHSC will negotiate Outputs and Outcomes with Applicants before final selection. Applicants must select anticipated Performance Measures using **Form H, Performance Measures. Exhibit H: BHS Matching Grants Performance Measures** provides a list of current Outputs, Outcomes, and definitions for Applicant's reference.

A semiannual (i.e., twice per State Fiscal Year) report for the Statewide Behavioral Health Coordinating Council is required. This report must be prepared using an HHSC-provided reporting tool. **Exhibit I, SBHCC Report Template** provides examples of information historically reported for Applicant's reference.

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

## 2.10 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for Grant Agreements with categorical Budgets, Grantee shall submit quarterly FSRs on or before the 30th Calendar Day of the month following the end of each State fiscal quarter for System Agency review and financial Assessment. Through submission of a FSR, Grantee certifies that (1) any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed or delivered in accordance with Grant Agreement requirements; (2) all Grantee-performed services have been completed in compliance with the terms of the Grant Agreement; (3) that the amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Award; and (4) all expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

## 2.11 FINAL BILLING SUBMISSION

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

## 2.12 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit D, HHS Data Use Agreement v. 8.5** or **Exhibit D-1, Data Use Agreement - Governmental Entity v. 8.5** or **Exhibit D-3, Data Use Agreement – Community Centers v. 8.5**), including but not limited to the terms and conditions regarding **Exhibit D-2, Security and Privacy Inquiry (SPI), Attachment 2 to DUA**, attached to this RFA.

## 2.13 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to the 2023 General Appropriations Act, H.B. 1 (88<sup>th</sup> Regular Session) Article IX, Section 4.04:

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

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.

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

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

### **Section III. Applicant Eligibility Requirements**

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

To be eligible for award under this RFA, Applicants must be a Government Entity or a Non-Profit Organization. Additionally, an Applicant is not eligible for award if Applicant is listed as a partner organization of or within any other Application submitted in response to this RFA. An Applicant must meet all requirements under Texas Government Code Section 531.09936 <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.531.htm> to apply.

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

#### **3.2 APPLICATION SCREENING REQUIREMENT**

Each Applicant may only submit one Grant Application per Program Type as outlined in Section 2.5, Eligible Activities. Separate



Applications must be submitted if Applicant has more than one Project Design.

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

1. Application is received by the published deadline.
2. Application is complete and includes all attachment, exhibits, forms, and addenda.
3. Application is signed by Applicant's authorized representative.
4. Applicant is a Non-profit Organization or a Governmental Entity.
5. Applicant is eligible to conduct business in Texas.

### **3.3 GRANT AWARD ELIGIBILITY**

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

1. Applicant must have a physical business address in Texas and located within the service area proposed to be served;
2. Applicant must have demonstrated financial history to fund activities/cover Project costs prior to receiving reimbursement. Applicant may not be eligible for award if audit reports or financial Statements submitted with the Application identify concerns regarding the future viability of the Applicant, material non-compliance, or material weaknesses that were not satisfactorily addressed, as determined by HHSC;
3. 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;
4. 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;
5. 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;

6. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
7. 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 **November 1, 2024** through **August 31, 2025**.

At the sole discretion of HHSC, and contingent on the continued availability of funds appropriated by the Texas Legislature, HHSC may renew a grant issued under this RFA without re-procurement through **August 31, 2029**.

**Extension of Grant Term:** The System Agency may, at its sole discretion, extend the Grant Term for one-month extensions up to one (1) year to allow for the full expenditure of awarded funding and completion of Grant activities. Approved Projects may not exceed a 5-year Project Period. No additional grant funds will be awarded during the extension period.

### **4.2 PROJECT CLOSEOUT**

System Agency will Programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Grantee has completed all applicable actions and work in accordance with Grant Agreement requirements. The Grantee must submit all

required financial, performance, and other reports as required in the Grant Agreement. The Project close-out date is 90 Calendar Days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Grantee by the end of the Grant Agreement term and not expended by the Project close-out date will revert to System Agency.

## **Section V. Grant Funding and Reimbursement Information**

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

The total amount of State funding available for the Rural Mental Health Initiative Grant Program (RIGP) is **\$9,000,000.00** for the entire Grant Term. System Agency plans to award total of **\$3,000,000.00** for the initial Project Period, which will support one time start-up costs and Grant Project deployment. Reference Attachment K-1, One Time Start-Up Costs, for additional information on allowable costs. System Agency plans to award total of **\$1,500,000.00** each subsequent Fiscal Year (i.e., Years 2-5 of the Grant Term). It is the System Agency's intention to make multiple awards to Applicants that successfully demonstrate the need, capacity, and plan to establish or expand regional behavioral health centers or Jail Diversion Centers.

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.

### **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.

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.

### **5.3 GRANT FUNDING PROHIBITIONS**

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

1. Non-mental health initiatives or activities not directly related to mental health services, treatment, or support;
2. Building construction, renovation, or facility improvements, unless approved by HHSC and directly related to the RIGP Program's purpose;
3. Any use of grant funds to replace (Supplant) funds that have been Budgeted for the same purpose through non-grant sources;
4. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
5. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
6. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
7. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
8. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a Program approved by the grantor agency and are directly related to the Program's purpose;
9. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
10. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where

pre-approved for working events, or where such costs are incurred for components of a Program approved by the grantor agency and are directly related to the Program's purpose;

11. Membership dues for individuals;
12. Any expense or service that is readily available at no cost to the Grant Project;
13. Any activities related to fundraising;
14. 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 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>;
15. Any other prohibition imposed by federal, State, or local law; and
16. 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**

Applicants receiving Grant Agreements under this RFA must contribute non-State and non-federal funding as cost sharing or Match. Grantee shall dedicate matching funds equal to a certain percentage of the HHSC award, based on the population of the counties proposed to be served pursuant to Texas Government Code 531.0991(h). Match requirements are as follows:

1. Twenty-five percent (25%) of the amount of State funds awarded if providing or coordinating services in a county with a population of less than 100,000;
2. Fifty percent (50%) of the amount of State funds awarded if providing or coordinating services in a county with a population of 100,000 or more but less than 250,000; and
3. Projects providing or coordinating services in multiple counties must Match the percentage required based on the county with the largest population in the proposed Project service area.

Applicants should refer to the 2020 United States Census for County population data, visit [Census.gov](https://www.census.gov).

Match is defined as the non-State share of costs the Grantee is required to contribute to accomplish the purpose of the Grant Project. Match must be treated consistently with grant funds and used only for allowable and allocable purposes. All cost sharing or matching funds and contributions must meet all the following criteria:

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

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

## **5.5 PAYMENT METHOD**

Grant Agreement(s) awarded under this RFA will be funded on a Cost Reimbursement basis for reasonable, allowable, and allocable Grant Project 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.

Grantee shall request monthly payments on or before the 30<sup>th</sup> day of the month following the month being reported. Grantee shall include

supporting documentation for all RIGP expenses in its monthly payment requests. Supporting documentation includes a copy of Grantee's General Ledger, quarterly **Attachment A-1, Match Certification Form** when appropriate, monthly **Attachment A-2, Project Expenditure Report**, supporting financial documentation of expenditures and any other financial report required or requested by HHSC to prove expenditure of funds by cost category.

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

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

### **6.1 NARRATIVE PROPOSAL**

Applicant's narrative proposal response will consist of:

1. Form D, Proposed Project Summary;
2. Form E, Community Need;
3. Form F, Project Design;
4. Form G, Applicant Experience;
5. Form H, Performance Measures;
6. Form J, Indirect Cost Rate Questionnaire;
7. Attachment B-1, Additional Documentation: Per Form B, Section A, if applicable;
8. Attachment B-2, Non-Profit Status: Per Form B, Section C, Non-Profit Applicants Only;
9. Attachment C-1, Financial Statements: Per Form C, Attachment C-2, Audited Financial Reports per Form C;
10. Attachment F-1, Letters of Support: Per Form F, Section C; and
11. Attachment J-1, Indirect Cost Rate Letters, per Form J.

Applicant will describe proposed services, processes, and methodologies for meeting all components described in **Article II, Scope of Grant Project**, including the Applicant's approach to meeting any required or proposed timelines and associated milestones.

Applicant must identify all tasks to be performed, including all Grant Project activities, to take place during the Project Period. Applicant will also include all documents requested to demonstrate fulfillment of **Article II** requirements.

## **6.2 REQUESTED BUDGET**

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

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

Applicants must utilize the Budget template provided in **Form I, Requested Annual Budget Template**, and identify all Budget line items and matching costs. Budget categories must be broken out into specific Budget line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the Budget tables and explain why the cost is necessary and how the cost was established. Matching funds must also be identified in the Requested Budget.

If 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 Form I, Requested Annual Budget Template, is mandatory. Applicants that fail to submit a Requested Budget as set forth in this RFA with their Application will be disqualified.**



## 6.3 INDIRECT COSTS

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 J, Indirect Cost Rate Questionnaire**, with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable contracts. Entities declining the use of Indirect Cost cannot recover Indirect Costs on any System Agency award or use unrecovered Indirect Costs as Match.

HHS typically accepts the following approved ICRs:

1. Federally Approved Indirect Cost Rate Agreement; and
2. 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 ten percent (10%) de minimis rate or may request to negotiate an ICR with HHS.

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

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

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one of the three Indirect Cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten 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 **C** attached to this RFA, Applicant must provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

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

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

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

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See, **Exhibit A, HHS Solicitation Affirmations v. 2.4**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

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

### **2. Financial Controls**

Applicant must complete **Form C, Financial Controls**, and submit with its Application.

## Section VII. RFA Administrative Information and Inquiries

### 7.1 SCHEDULE OF EVENTS

<b>EVENT</b>	<b>DATE/TIME</b>
Funding Announcement Posting Date Posted to HHS Grants RFA and Texas eGrants websites	June 5, 2024
Deadline for Submitting Questions or Requests for Clarification	June 14, 2024 at 5:00 p.m. Central Time
Tentative Date Answers to Questions or Requests for Clarification Posted	June 21, 2024 at 5:00 p.m. Central Time
<b>Application Submission Deadline</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 3, 2024 by 10:30 a.m. Central Time</b>
Anticipated Notice of Award	September 26, 2024
Anticipated Project Start Date	November 1, 2024

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

**All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission will be published by posting an Addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission, if there are delays that significantly impact the anticipated award date, HHSC, at**

its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities [web page](#). Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

## 7.2 SOLE POINT OF CONTACT

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

<b>Name</b>	Dedra Williams
<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>	512-406-2412
<b>Email</b>	Dedra.Williams@hhs.texas.gov

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

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

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

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

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

### 7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA**

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

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

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

## **7.7 EXCEPTIONS AND ASSUMPTIONS**

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

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

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

### **8.1 APPLICATION RECEIPT**

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

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

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

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

## **8.2 APPLICATION SUBMISSION**

By submitting an Application in response to this Solicitation, Applicant represents and warrants that the individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to bind 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 the approved method identified below. Applications submitted by any other method (e.g. facsimile) will not be considered and will be disqualified.

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

1. One (1) copy marked as "Original Application" that contains the Applicant's entire Application in a Portable Document Format (".pdf") file.
2. One (1) copy of the completed **Form I, Requested Annual Budget Template**, in its original Excel format.
3. One (1) copy of the complete Application marked as "Public Information Act Copy," if applicable, in accordance with **Section 12.1, Texas Public Information Act**, in a Portable Document Format (".pdf") file.

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

1. One (1) USB drive with the complete Application file marked as "Original Application" in a Portable Document Format (".pdf") file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with "Original Application." USB drive must include the completed



**Form I, Requested Annual Budget Template**, in its original Excel format.

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

Sealed packaged must be clearly labeled with the following:

1. RFA Number;
2. RFA Title;
3. Application Response Deadline;
4. Sole Point of Contact's name; and
5. Applicant's legal name.

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

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

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

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

## 8.5 APPLICATION COMPOSITION

All Applications must:

1. Be responsive to all RFA requirements;
2. Be clearly legible;
3. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;
4. Include page numbering for each section of the proposal; and
5. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. Copies of the Application documents should be made after signature.

## 8.6 APPLICATION ORGANIZATION

The complete Application file .pdf must:

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

## 8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

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

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

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

## Section IX. Application Screening and Evaluation

### 9.1 OVERVIEW

A three-step selection process will be used:

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

### 9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS

All Applications received by the Deadline for Submission of Applications as outlined in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be screened by HHSC to determine which Applications meet all the minimum requirements of this RFA and are deemed

responsive and qualified for further consideration. See **Section 3.2, Application Screening Requirements**.

At the sole discretion of HHSC, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations v. 2.4, or Form I, Requested Annual Budget**).

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

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

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

### **9.4 EVALUATION CRITERIA**

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

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

1. Community Need (25%);
2. Project Design (50%);
3. Applicant Ability to Execute (15%); and

#### 4. Project Costs (10%).

### **9.5 PAST PERFORMANCE**

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

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

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

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

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

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

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

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

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

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

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

Checks include:

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

Applicant must not be debarred from doing business with the State of Texas

(<https://comptroller.texas.gov/purchasing/Programs/vendor-performance-tracking/debarred-vendors.php>) or have an active

warrant or payee hold placed by the Comptroller of Public Accounts (CPA).

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

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

## **3. Divestment Statute Lists**

Applicant must not be listed on the Divestment Statute Lists provided by CPA, which may be accessed at: <https://comptroller.texas.gov/purchasing/publications/divestment.php><https://comptroller.texas.gov/purchasing/publications/divestment.php>

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

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

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

<https://oig.hhsc.state.tx.us/oigportal2/Exclusions>

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

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

[https://exclusions.oig.hhs.gov/.](https://exclusions.oig.hhs.gov/)

Additionally, if a subrecipient under a federal award, the Grantee shall comply with requirements regarding registration with the U.S. Government's System for Award Management (SAM). This requirement

includes maintaining an active SAM registration and the accuracy of the information in SAM. The Grantee shall review and update information at least annually after initial SAM registration and more frequently as required by 2 CFR Part 25.

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

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

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

### **10.1 FINAL SELECTION**

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

1. Application evaluation scores;
2. Prior Applicant performance, with a preference given to existing Grantees with demonstrated success;
3. Grant Projects that minimize duplication of effort and maximize existing resources in service areas with an emphasis on addressing service gaps; and
4. Specific Programmatic components such as supporting community Projects that provide mental health care services and treatment to individuals experiencing mental illness or serious emotional disturbance that also coordinates mental health care services with other Transition Support Services.



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

## **10.2 NEGOTIATIONS**

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

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

## **10.3 DISCLOSURE OF INTERESTED PARTIES**

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

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

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and signed Form 1295,

Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The on-line process for completing the Form 1295 may be found on the TEC public website at:  
[https://www.ethics.State.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.State.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

The System Agency intends to award 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 HHSC Program Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate and/or execute grants. Receipt of an "Intent to Award Letter" does not authorize the recipient to incur expenditures or begin Project activities, nor does it guarantee current or future funding.

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

## **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 services under this RFA.

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

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

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

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

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

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

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

#### **1. Mark Original Application:**

- a. Mark the Original Application, at the top of the front page, with the words "CONTAINS CONFIDENTIAL INFORMATION"

in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and

- b. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Application).

**2. Certify in Original Application – HHS Solicitation:** Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations v. 2.4**, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and

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

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

**By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations v. 2.4, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner**

**including, but not limited to, in accordance with the Public Information Act, posted on the System Agency’s public website, and posted on the Legislative Budget Board’s public website.**

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

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

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

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

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general’s Open Government

Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

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

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

## **Section XIII. Submission Checklist**

**HHSC in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations v. 2.4 (completed and signed), and Form I, Requested Annual 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:

### **1. Administrative Information**

- a. Form A, Applicant Information \_\_\_\_\_
- b. Form B, Administrative Information \_\_\_\_\_
- c. Form B-1, Governmental Entity Officials, if applicable \_\_\_\_\_
- d. Form B-2, Non-Profit Board of Directors, if applicable \_\_\_\_\_
- e. Form C, Financial Controls \_\_\_\_\_
- f. Form K, Litigation and Contract History \_\_\_\_\_

### **2. Narrative Proposal (The Narrative Proposal must be titled "Narrative Proposal" and include the Applicant's Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.)**

- a. Form D, Proposed Project Summary \_\_\_\_\_
- b. Form E, Community Need \_\_\_\_\_
- c. Form F, Project Design \_\_\_\_\_

- d. Form G, Applicant Experience \_\_\_\_\_
- e. Form H, Performance Measures \_\_\_\_\_
- f. Form J, Indirect Cost Rate Questionnaire \_\_\_\_\_
- g. Attachment B-1, Additional Documentation: Per Form B, Section A, if applicable \_\_\_\_\_
- h. Attachment B-2, Non-Profit Status: Per Form B, Section C, Non-Profit Applicants Only \_\_\_\_\_
- i. Attachment C-1, Financial Statements: Per Form C \_\_\_\_\_
- j. Attachment C-2, Audited Financial Reports: Per Form C \_\_\_\_\_
- k. Attachment F-1, Letters of Support: Per Form F, Section C \_\_\_\_\_
- l. Attachment J-1, Indirect Cost Rate Letters: Per Form J \_\_\_\_\_

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

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

**Exhibit A is mandatory and must be completed, signed, and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A will be disqualified.**

- b. Form I, Requested Annual Budget Template (Excel) \_\_\_\_\_

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



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

## **Section XIV. List of Attachments, Exhibits, and Forms**

### **Attachments**

Attachment A-1, Match Certification Form

Attachment A-2, Project Expenditure Report

Attachment B-1, Additional Documentation: Per Form B, Section A, if applicable

Attachment B-2, Non-Profit Status: Per Form B, Section C, Non-Profit Applicants only

Attachment C-1, Financial Statements: Per Form C

Attachment C-2, Audited Financial Reports: Per Form C

Attachment F-1, Letters of Support: Per Form F, Section C

Attachment J-1, Indirect Cost Rate Letters: Per Form J

Attachment K-1, One Time Start-Up Costs

### **Exhibits**

Exhibit A, HHS Solicitation Affirmations v. 2.4

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

Exhibit C, HHS Additional Provisions – Grant Funding, version 1.0

Exhibit D, Data Use Agreement, version 8.5

Exhibit D-1, Data Use Agreement-Governmental Entity, version 8.5

Exhibit D-2, Security and Privacy Inquiry (SPI), Attachment 2 to DUA

Exhibit D-3, Data Use Agreement – Community Centers, version 8.5

Exhibit E, Exceptions

Exhibit F, Evaluation Tool

Exhibit G, HHS Online Bid Room Instructions  
Exhibit H, BHS Matching Grants Performance Measures  
Exhibit I, SBHCC Report Template  
Exhibit J, Behavioral Health Center Statement of Work  
Exhibit K, Diversion Center Statement of Work  
Exhibit L, Contracted Private Beds Statement of Work  
Exhibit M, Inpatient Competency Restoration Statement of Work  
Exhibit N, Outpatient Competency Restoration Statement of Work

### **Forms**

Form A, Applicant Information  
Form B, Administrative Information  
Form B-1, Government Entity Officials  
Form B-2, Non-Profit Board of Directors  
Form C, Financial Controls  
Form D, Proposed Project Summary  
Form E, Community Need  
Form F, Project Design  
Form G, Applicant Experience  
Form H, Performance Measures  
Form I, Requested Annual Budget Template  
Form J, Indirect Cost Rate Questionnaire  
Form K, Litigation and Contract History  
Form L, Psychiatric Emergency Flowchart  
Form M, Service Report

Form N, Crisis Service Standards

Form O, Community-Based Crisis Program Service Delivery Report

Form P, Forensic Admission Referral and Coordination

Form Q, Notification and Transfer for Forensic Patients

Form RCR, Rural ICR Report

Form RIB, Rural Inpatient Beds

Form ROI, Investigation Outcome

Form S, OCR Contact Form

Form T, OCR Monthly Targets Served Report

Form U, Unusual Incident Summary Reporting Form

Form V, Appropriate Use Criteria