



# **TEXAS**

## **Health and Human Services**

**Cecile E. Young, Executive Commissioner**

**Request for Applications (RFA)  
For**

**Children's Advocacy Program for  
Court Appointed Special Advocates  
RFA No. HHS0009651**

**Date of Release: January 8, 2021  
Responses Due: February 22, 2021 by 10:30 a.m. Central Time**

**NIGP Class/Item Codes**

**952-15 Case Management**

**952-17 Child Abuse, Identification, Treatment, and Prevention,  
Including Sexual Abuse**

**952-43 Family and Social Services, Including Shopping and  
Buying Services**

**952-59 Human Services (Not Otherwise Classified)**

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# ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

## 1.1 EXECUTIVE SUMMARY

The Health and Human Services Commission (HHSC) Children’s Advocacy Program for (CAP) Court Appointed Special Advocates (CASA) seeks applications from statewide advocate non-profit organizations that are composed of individuals who have expertise in the dynamics of child abuse and neglect, and with experience in operating local volunteer advocate programs. The Applicant must provide training, technical assistance, evaluation services, and funds administration for local volunteer advocate programs to support contractual requirements in accordance with Texas [Family Code Title 5, Subtitle E, Chapter 264, Subchapter G, §264.602](#) for local children’s advocacy center programs.

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

Information regarding HHSC and its programs is available online and can currently be assessed at <https://hhs.texas.gov/services/safety>.

## 1.2 DEFINITIONS

Refer to **Exhibit B, HHSC Uniform Terms and Conditions-Grant** and **Exhibit C, HHSC Special Conditions** for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

**“Addendum”** means a written clarification or revision to this Solicitation issued by the System Agency.

**“Apparent Awardee”** means an organization that has been selected to receive a grant award through response to this RFA; but has not yet executed a grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

**“Client”** means a member of the target population to be served by the Respondent’s organization. For the purposes of this grant, a client is a child who is in the custody of Child Protective Services.

**“Health and Human Services Commission”** or **“HHSC”** has the same meaning as the definition in **Exhibit B, HHSC Uniform Terms and Conditions-Grant**.

**“HUB”** has the same meaning as the definition in **Exhibit B, HHSC Uniform Terms and Conditions-Grant**.

“Indirect Cost Rate” means Indirect costs that are incurred for a common or joint purpose and are not readily chargeable to a specific cost objective (common costs that benefit the entire organization).

“Key Personnel” means a Respondent organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

“Project” means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made,

“Proposed Project” means the Project, as defined in “Project”, during the open application period and before selection of grant recipients are made.

“Respondent” means the entity responding to this Solicitation. May also be referred to as “Applicant.”

“Solicitation” means this RFA, including any exhibits, forms and Addenda, if any.

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

“Successful Respondent” means an organization that receives a grant award as a result of this RFA. May also be referred to as “Grantee,” “Awarded Applicant,” or “Grant Recipient.”

“System Agency” has the same meaning as the definition in **Exhibit B, HHSC Uniform Terms and Conditions-Grant.**

“Subcontractor” means an individual or company that has access to confidential information and/or provides direct client services. Examples may include auditing services, HR/payroll services, legal services, direct client services, etc.

### **1.3 AUTHORITY**

The System Agency is requesting applications under Texas [Family Code Title 5, Subtitle E, Chapter 264, Subchapter G, §264.602.](#)

## **ARTICLE II. SCOPE OF GRANT AWARD**

### **2.1 PROGRAM BACKGROUND**

The CAP operating within Health, Developmental, and Independence Services (HDIS) Division of HHSC, the Court Appointed Special Advocates (CASA) provides critical advocacy services for children who have experienced abuse or witnessed violence or are in the custody of Child Protective Services (CPS).

The Court Appointed Special Advocates grant was transferred from the Office of Attorney General to HHSC, pursuant to Senate Bill (SB) 354 (84th, Regular Session).

[Texas Family Code §264.602](#), directs HHSC to contract with a statewide organization composed of individuals who have expertise in the dynamics of child abuse and neglect, and with experience in operating local volunteer advocate programs. The statewide organization shall provide training, technical assistance, evaluation services, and funds administration to support contractual requirements in accordance with [Texas Family Code §264.602](#) for local children's volunteer advocacy programs. The statewide organization that is awarded a contract with HHSC must develop and adopt standards for local court appointed volunteer advocate programs alongside HHSC and support the expansion of court appointed volunteer advocate programs into counties in which there is a need for the programs. In expanding into a county, a program shall work to ensure the independence of the program, to the extent possible, by establishing community support and accessing private funding from the community for the program.

## 2.2 GRANT AWARD AND TERM

### 2.2.1 Available Funding

The total amount of state funding available for the HHSC CAP grant is **fourteen million nine hundred sixty-four thousand and one dollar (\$14,964,001.00) per fiscal year**. HHSC intends to make one award of the grant to one Texas children's volunteer advocacy statewide membership organization, that meets requirements under [Texas Family Code Chapter 264, Subchapter G](#) and supports local CASA programs in advocating for children in CPS custody. Funds under this announcement have been made available through the Texas General Revenue and are intended to serve a minimum of 34,839 children through 12,415 court appointed volunteers.

Subgrant awards from this grant to local children's court appointed volunteer advocate programs must be matched at the local program level according to the Scale of State Financial Support pursuant to [TAC §377.111](#) by qualifying private or local government funds. Matches may be made with state or federal funds, including in-kind donations.

Years Providing Services	Percentage of State Support
First year	100%
Second year	90%

Third year	80%
Fourth year	70%
Fifth year	60%
Sixth year	50%
Seventh year and for each year thereafter*	50%

Additionally, the Awarded Applicant must limit the organization’s annual spending for the performance of obligations under [Texas Family Code §264.603](#) to no more than 12 percent (12%) of the annual amount appropriated to HHSC for the purposes of the local children’s advocacy center programs.

Grants awarded, as a result of this RFA, will be funded on a cost reimbursement basis and only to the extent that expenditures have been approved by HHSC. Under the cost reimbursement method of funding, Grant Recipients are required to finance operations with their own working capital with grant payments made by HHSC to reimburse the Grant Recipients for actual expenditures to be supported by adequate documentation.

### 2.2.2 Grant Term

It is anticipated that the grant funding period for this program will begin **September 1, 2021** and be effective through **August 31, 2023**.

HHSC will award one cost reimbursement contract to a statewide organization under this application process. The statewide organization will support local children’s court appointed volunteer advocacy programs in serving children in the custody of CPS. The local advocacy programs will recruit, train and supervise court appointed special advocate volunteers to advocate for the best interests of children in the custody of CPS.

Based upon the availability of state funds, HHSC may renew the awarded grant for two (2) additional two-year terms as necessary to complete the mission of the procurement. The two (2) additional two-year terms are as follows:

- A. Year 3-4 (September 1, 2023 through August 31, 2025); and
- B. Year 5-6 (September 1, 2025 through August 31, 2027)

Grants awarded, as a result of this RFA, will be funded on a cost reimbursement basis. Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed.

Successful Applicant will be notified of their selection to receive a grant. Per Section 4.5, Negotiation and Award of this RFA, HHSC may enter into negotiations with Successful Applicant to determine final award amounts.

## **2.3 ELIGIBLE APPLICANTS**

HHSC is seeking applications from Texas children's court appointed special advocates statewide organizations for the purpose of developing and supporting local children's court appointed volunteer advocacy programs that will provide advocacy services to abused and neglected children in CPS custody.

Any Texas children's volunteer advocacy statewide association and all local children's volunteer advocacy programs must follow rules set forth in [TAC Title 1, Part 15, Chapter 377, Subchapter B](#). In order to be awarded a contract as a result of this RFA, a Respondent must:

- A. Be a non-profit;
- B. Be a statewide organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, an organization described by Section 501(c)(3) of that code;
- C. Is designated as a supporting organization under Internal Revenue Code of 1986 §509(a)(3);
- D. Be a statewide organization composed of individuals who have expertise in the dynamics of child abuse and neglect, and with experience in operating local volunteer advocate programs;
- E. Not debarred from receiving any federal or state funds at the time of the contract award;
- F. All Applicants must have a Data Universal Numbering System (DUNS) number at the time of application to be considered for an award. A DUNS number may be acquired at no cost online at: <http://www.dnb.com/get-a-duns-number.html>;
- G. Be a statewide organization that shall provide training, technical assistance, evaluation services, and funds administration to support contractual requirements under [Texas Family Code §264.602](#) for local children's court appointed volunteer advocacy programs;
- H. Be a statewide organization that develops and supports local children's volunteer advocacy programs offering services to children in CPS custody; and
- I. Be a statewide organization that subcontracts with local children's volunteer advocacy programs to provide direct services.

## **2.4 PROGRAM REQUIREMENTS**

To meet the mission and objectives of the HHSC CAP, Respondent must:



- A. Be composed of individuals who have expertise in establishing and operating local children's court appointed volunteer advocacy programs;
- B. Limit the statewide children's court appointed volunteer advocacy program organization's annual spending for the performance of obligations under [Texas Family Code §264.603](#) to no more than 12 percent (12%) of the annual amount appropriated to HHSC for the purposes of the local children's court appointed volunteer advocacy programs;
- C. Develop and adopt standards for local children's court appointed volunteer advocacy programs.
- D. Perform the following functions in support of local children's court appointed volunteer advocacy programs:
  - 1. Training;
  - 2. Technical assistance;
  - 3. Evaluation services; and
  - 4. Funds administration.
- E. Ensure Subcontractors meet the following requirements before entering into a contract with any local volunteer advocate program:
  - 1. The volunteer advocate program must be eligible for and use funds from local, state, or federal governmental sources, philanthropic organizations, and other sources;
  - 2. The volunteer advocate program must have community support for the volunteer advocate program as indicated by financial contributions from civic organizations, individuals, and other community resources;
  - 3. The volunteer advocate program must provide services that encourage the permanent placement of children through reunification with their families or timely placement with an adoptive family; and
  - 4. The volunteer advocate program must have the endorsement and cooperation of the local juvenile court system.

## **2.5 SCOPE**

HHSC CAP must contract statewide for activities that support and advance the work of local children's court appointed volunteer advocacy programs. Activities contracted for under this subsection must include the provision of technical assistance, training, evaluation services, and funds administration for local children's court appointed volunteer advocacy programs.

Technical assistance must include assistance related to program administration for existing and developing local children's court appointed volunteer advocacy programs. In addition, technical assistance, activities under this contract shall include public education, liaison activities, and consultation to the HHSC CAP on children's volunteer advocacy policy issues, legislation, strategic planning, application processes, and program standards.

### **2.5.1 Subcontracting**

If deemed eligible, Applicant must:

- A. Evaluate the eligibility of local advocacy programs for funding pursuant to [Texas Family Code Section 264.604](#);
- B. Complete a written contract with each local program pursuant to [TAC Title 1, Part 15, Chapter 377, Subchapter B](#); and
- C. Maintain its own eligibility pursuant to [Texas Family Code Section 264, Subchapter G](#).

### **2.5.2 Training**

Applicants receiving award must:

- A. Develop and implement the following training:
  - 1. Children's court appointed volunteer advocacy program administration for existing and developing local children's advocacy program centers;
  - 2. Annual training for local CASA program board of directors that will enable the local programs to accomplish all duties assumed in connection with their responsibilities;
  - 3. Volunteer court testimony for local CASA programs;
  - 4. New Executive Director training for local CASA programs;
  - 5. Community for awareness of children's volunteer advocacy services;
  - 6. Recruiting and retaining volunteers for local CASA programs;
  - 7. Fiscal training and technical assistance that includes, but is not limited to, accounting software, budget development, guidance on match, and other fiscal related topics including funds management;
  - 8. Roles and responsibilities of children's volunteer advocacy program board members;
  - 9. Children's advocacy program data collection of Subcontractors' services to children and families; and
  - 10. Providing background checks for local program staff, volunteers, and board members.

### **2.5.3 Technical Assistance**

Applicants receiving award must provide the following as it relates to technical assistance:

- A. Development of policies and procedures;
- B. Ensure local CASA programs have access to technical assistance services provided;

- C. Establishing, maintaining, and preserving records;
- D. Grant management;
- E. Budget development;
- F. Board membership;
- G. Child advocacy services;
- H. Legal matters; and
- I. Address local CASA programs' needs as identified by the program or Awarded Applicant.

#### **2.5.4 Program Monitoring**

Applicants receiving an award under this grant program must engage in program monitoring by:

- A. Conducting financial, administrative and programmatic monitoring of local CASA programs to ensure compliance with the [Texas Grant Management Standards \(TxGMS\)](#), Texas State Single Audit Circular requirements, and the terms of the HHSC contract;
- B. Establishing and maintaining files for each local program containing the contract and all necessary documents pertaining to the operation of the local program;
- C. Providing oversight of Subcontractors for eligibility of funding; and
- D. Reporting required data to HHSC in compliance with the requirements set forth in Section 2.6.
- E. Assuring local CASA programs comply with the following provisions:
  1. [Texas Family Code Chapter 264, Subchapter G.](#);
  2. [The Uniform Grant and Contract Management Act, Texas Government Code 783](#);
  3. [Texas Administrative Code Title 1, Part 15, Chapter 377, Subchapter B.](#); and
  4. Each form document provided to the Subcontractor that HHSC determines essential for contract compliance purposes.
- F. Providing oversight of local CASA programs for appropriate use of funds;
- G. Bearing responsibility for the fiscal and programmatic management of the statewide organization;
- H. Developing, implementing, and maintaining appropriate financial management and control systems of its organization;
- I. Assuring local CASA programs have developed, implemented, and maintained appropriate financial and administrative management and control systems of their programs; and

- J. Developing and implementing practices designed to ensure compliance by the local CASA programs with recognized standards for volunteer advocate programs.

### **2.5.5 Funds Administration**

Applicants receiving an award under this grant program must:

- A. Develop a funding methodology and administer funds to local CASA programs;
- B. Develop budget templates and other fiscal forms for local CASA programs;
- C. Review and approve local CASA program budgets and budget revisions;
- D. Establish cost reimbursement policies that ensure local CASA programs receive payments within a timely manner;
- E. Conduct monthly reviews of local CASA program expenditures to determine allowability prior to approving reimbursements; and
- F. Ensure that all contract and financial documentation is maintained in accordance with the HHSC records retention period.

### **2.5.6 Communication**

Applicants receiving an award under this grant program must inform HHSC of the following:

- A. Children's Volunteer Advocacy issues;
  - 1. State and federal legislation;
  - 2. Strategic planning;
  - 3. Program standards;
  - 4. Training schedule for local CASA program trainings;
  - 5. Any Children's Volunteer Advocacy Program Committee participation;
  - 6. State planning; and
  - 7. Unmet Children's Advocacy needs as referenced in this RFA and supporting documents.
- B. Collaboration between children's volunteer advocacy stakeholders and child welfare systems; and
- C. Participate in monthly meetings with HHSC CAP and other stakeholders to provide an overview of contract deliverables and discuss issues/events/items related to children's volunteer advocacy.

### 2.5.7 Program Reporting Requirements

On a quarterly basis, due within thirty (30) calendar days of the end of each state fiscal quarter the Awarded Applicant must send to HHSC, a quarterly activity report that details the activities below:

- A. Total number of children receiving first time services from Subcontractor;
- B. Total number of children receiving services from Subcontractors;
- C. Total number of forensic interviews conducted on site by Subcontractors;
- D. Total number of child abuse cases reviewed by Subcontractors' multidisciplinary teams;
- E. Total number of children receiving mental health services from children's advocacy centers;
- F. Applicable reports on forms as specified by HHSC;
- G. Number of trainings and type of training provided to Subcontractors; and
- H. Number of technical assistance sessions and type of technical assistance provided to Subcontractors.

HHSC may review, approve, or require modification to the reporting requirement at its discretion. The agreed upon format will be determined prior to submission of the required report. Awarded Applicants will be provided with reporting template post award.

### 2.5.8 Financial Reporting Requirements

Payments will be made to Awarded Applicants on a monthly basis in accordance with (TxGMS).

Awarded Applicants must submit monthly financial status reports using **Form I, Invoice Payment Request and FSR Template** by the 15th day of the month for expenditures in the previous month, as outlined in the costs budget approved by HHSC. Monthly financial status reports must be accompanied with payroll journals, general ledgers, and other supporting document that support the expenses included in the report. Additionally, expenses must be broken down in the following manner:

- A. Administrative expenses;
- B. Programmatic expenses; and
- C. Local CASA program passthrough expenses

### 2.5.9 Expenditure Proposal

Attached **Form C, FY 2022 Expenditure Proposal** and **Form D, FY 2023 Expenditure Proposal** of this RFA includes the template for submitting the Expenditure Proposal. Applicant must submit and complete as follows:

- A. **Form C, FY 2022 Expenditure Proposal** and **Form D, FY 2023 Expenditure Proposal** and place it in a separate, sealed package, clearly marked with the Applicant's name, the RFA number, and the RFA submission date;
- B. Base the Expenditure Proposal on the Scope of Work described in Article II. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any exceptions. All exceptions not expressly identified and incorporated in in **Exhibit D, Exceptions Form** into the contract resulting from this RFA are deemed rejected by HHSC; and
- C. Demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.
- D. Utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project:
1. Costs will be reviewed for compliance with TxGMS and federal grant guidance found in 2 CFR Part 200, as modified by TxGMS, with effect given to whichever provision imposes the more stringent requirement in the event of a conflict; and
  2. Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was determined.
- E. In accordance with the requirements as defined in **Form C, FY 2022 Expenditure Proposal Template** and **Form D, FY 2023 Expenditure Proposal Template**, Applicants must develop an administrative and programmatic budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:
1. Salaries;
  2. Fringe Benefits;
  3. Travel;
  4. Equipment;
  5. Supplies;
  6. Professional/Contracted Services;
  7. Other;
  8. Programmatic Expenses;
  9. Passthrough to Local CASA programs; and

#### 10. Indirect Costs.

- F. The budget and funding request on the funding range is outlined in **Section 2.2.1, Available Funding**, of this RFA.

#### 2.5.10 Indirect Cost Rate

Indirect costs are incurred for a common or joint purpose and are not readily chargeable to a specific cost objective (common costs that benefit the entire organization).

Applicants must complete **Exhibit G, HHS System Indirect Cost Rate Questionnaire (ICRO)** and submit with required supporting documentation as referenced in the ICRO. This questionnaire will initiate the use of approval of an indirect cost rate for an Awarded Applicant.

HHS will recognize the following pre-approved Indirect Cost Rates:

- A. Federally Approved Cost Allocation Plan;
- B. Federally Approved Indirect Cost Rate Agreement; and
- C. State of Texas Cognizant Agency Indirect Cost Rate

If Applicants do not have one of the options listed above, then Applicants may be eligible for the 10% de minimis or a negotiated indirect cost rate. Note: An Applicant that has previously received an approved Indirect Cost Rate is not eligible for the 10% de minimis. The HHS System Contract Oversight and Support (COS) will outreach to an Awardee Applicant after contract award to complete the Indirect Cost Rate process.

The Applicants must base the budget and funding request on the Scope of Work.

## 2.6 PERFORMANCE MEASURES

HHSC will monitor the performance of contract awarded under this RFA. Monitoring will be conducted for fiscal, programmatic, and administrative requirements of the contract, [Texas Family Code Chapter 264](#), and [TAC Title 1, Chapter 377](#). All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with HHSC contract and program requirements and the **Exhibit B, HHS Uniform Terms and Conditions-Grant**.

- A. Awarded Applicant performance will be evaluated based upon the statewide organization providing the following services to subrecipients:
  - 1. Number of trainings provided to local CASA programs;
  - 2. Number of technical assistance visits provided to local CASA programs;
  - 3. Effectiveness of evaluation services for local CASA programs; and

4. Effectiveness of funds administration
- B. Awarded Applicant performance will be also evaluated based on the following measures from local children's court appointed volunteer advocacy programs:
  1. Number of local CASA programs reporting services;
  2. Number of monitoring reviews;
  3. Number of counties providing full services;
  4. Number of counties providing limited services;
  5. Number of new volunteers;
  6. Number of children receiving first time services; and
  7. Additional support services provided to local CASA programs.

## **2.7 PROHIBITIONS**

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

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e., mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the grant project;
- K. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- L. Fundraising;



- M. Statewide projects;
- N. Any other prohibition imposed by federal, state, or local law; and
- O. The acquisition or construction of facilities.

## **2.8 STANDARDS**

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200); the *Texas Grant Management Standards (TxGMS)*, and all statutes, requirements, and guidelines applicable to this funding.

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: <http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml>.

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than ten (10) calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, TX 78751  
Phone Toll Free (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free (877) 432-7232  
Fax: (512) 438-5885

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

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

## **2.9 DATA USE AGREEMENT**

To receive funds under a contract resulting from this RFA, Respondent agrees to be bound by the terms of the Data Use Agreement (DUA) attached as **Exhibit E, Data Use Agreement**, or **Exhibit E-1, Data Use Agreement for Governmental Entity**, and **Exhibit E-2, Attachment 2, Security and Privacy Inquiry Form**.

## **2.10 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION**

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Grant, if any, resulting from this Solicitation, any awarded Grant is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

## **2.11 INSURANCE REQUIREMENTS**

### **2.11.1 General Insurance Requirements**

- A. Contractor shall carry insurance in the types and amounts indicated in this RFA for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, System Agency, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements;
- B. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency;
- C. Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract;
- D. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause;
- E. Contractor shall deliver to System Agency true and complete copies of certificates and corresponding policy endorsements upon award;
- F. Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance;
- G. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to System Agency in the Contract;

- H. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor; and
- I. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

**2.11.2 Policies must include the following clauses, as applicable:**

- A. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to System Agency;
- B. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. The Texas Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies;
- C. A waiver of subrogation in favor of The Texas Health and Human Services Commission shall be provided in all policies;
- D. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above; and
- E. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus seven (7) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

**2.11.3 Specific Insurance Coverage Required**

- A. **Workers' Compensation Insurance** with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of The Texas Health and Human Services Commission, employer's liability insurance of not less than:

1. \$1,000,000 each accident;
  2. \$1,000,000 disease each employee;
  3. \$1,000,000 disease policy limit; and
  4. Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.
- B. Commercial General Liability Insurance.** Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:
1. \$1,000,000 per occurrence;
  2. \$2,000,000 general aggregate;
  3. \$5,000 Medical Expense each person;
  4. \$1,000,000 Personal Injury and Advertising Liability;
  5. \$2,000,000 products and completed operations aggregate;
  6. \$50,000 Damage to Premises Rented to You;
  7. Coverage shall be on an "occurrence" basis; and
  8. The term "You" as reference in Subsection above, means the Contractor.
- C. Comprehensive Automobile Liability Insurance,** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage;
- D. Umbrella Liability Insurance.** Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount \$5,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted;
- E. Cyber/Privacy Liability Insurance Policy.** Contractor shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations. Cyber Liability Insurance \$2,000,000 Claim/\$2,000,000 Aggregate; and

- F. **Professional Liability Insurance.** Contractor shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Contractor for an amount of not less than \$1,000,000.

## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	January 8, 2021
Deadline for Submitting Questions	January 25, 2021 by 5:00 p.m. Central Time
Tentative Date Answers to Questions Posted	February 1, 2021
<b>Deadline for Submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]</b>	February 22, 2021 by <b>10:30 a.m.</b> Central Time
Anticipated Notice of Award	August 2021
Anticipated Contract Start Date	September 1, 2021

**Note:** These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the [HHS Grants website](#). Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the [HHS Grants website](#).

### 3.2 CHANGES, AMENDMENT, OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the System Agency and will post on the [HHS Grants website](#). It is the responsibility of Respondent to periodically check the [HHS Grants website](#) to ensure full compliance with the requirements of this Solicitation.

### 3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Sole Point of Contact listed in **Section 3.4.1** as soon as possible so corrective Addenda may be furnished to prospective Respondents.

## 3.4 INQUIRIES

### 3.4.1 Sole Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below (Sole Point of Contact). All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: Carolyn R. DeBoer, CTCD, CTCM  
Title: Grants Specialist  
Address: 1100 West 49th Street; Mail Code 2020  
Building S, Austin, TX 78756  
Email: [Carolyn.deboer@hhs.texas.gov](mailto:Carolyn.deboer@hhs.texas.gov)

**However, if expressly directed in writing by the Sole Point of Contact, Respondent may communicate with another designated System Agency representative, e.g., during contract negotiations, if any.**

### 3.4.2 Prohibited Communications

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and responded should send all questions or other communications to the Sole Point of Contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

### 3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Sole Point of Contact listed in **Section 3.4.1** above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- A. Identifying Solicitation number;
- B. Section number;
- C. Paragraph number;

- D. Page number;
- E. Text of passage being questioned; and
- F. Question.

**Note: Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in Section 3.1, Schedule of Events above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number, fax number, e-mail address, and name of contact person when submitting questions.**

#### **3.4.4 Clarification Request Made by Respondent**

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

#### **3.4.5 Responses**

Responses to questions or other written requests for clarification may be posted on the [HHS Grants website](#). The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the [HHS Grants website](#). It is Respondent's responsibility to check the [HHS Grants website](#) or contact the Sole Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

### **3.5 SOLICITATION RESPONSE COMPOSITION**

All Applications must be:

- A. Clearly legible;
- B. Sequentially page-numbered and include the Respondents name at the top of each page;
- C. Organized in the sequence outlined in Article IX - Submission Checklist;
- D. In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. Blank exhibits and forms provided in the RFA must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;

- F. Correctly identified with the RFA number and submittal deadline;
- G. Responsive to all RFA requirements; and
- H. Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

**3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

**3.6.1 Deadline**

Solicitation Responses must be received at the address in **Section 3.6.3** and be time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

**3.6.2 Labeling**

Solicitation Responses submitted via USB by mail or hand delivery shall be placed in a sealed box and clearly labeled as follows:

<u>SOLICITATION NO.:</u>	HHS0009651
SOLICITATION NAME:	Children’s Advocacy Program Court Appointed Special Advocates
SOLICITATION RESPONSE DEADLINE:	February 22, 2021 by 10:30 a.m. Central Time
PURCHASER NAME:	Carolyn R. DeBoer
RESPONDENT’S NAME:	_____

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency the System Agency will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent’s application.

**3.6.3 Delivery for Individual Submission Options**

Respondent must correctly deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g., facsimile, telephone, email) will NOT be considered.

**Submission Option # 1:** Respondent shall submit responsive application(s) via USB on separate USB drives – One (1) labeled “Original” and if applicable, One (1) labeled “Copy”- to the correct mailing address that is dependent upon mailing method identified in this section:



- A. Each USB must contain one (1) file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF); and
- B. In accordance with **Section 8.1.3**, if applicable, one (1) additional file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF.

<b>U.S. Postal Service</b>	<b>Overnight/Express Mail or Hand Delivery</b>
HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Carolyn R. DeBoer P.O. Box 149166 Austin, TX 78714-9166	HHSC Procurement and Contracting Services (PCS) Bid Room Attn: Carolyn R. DeBoer 1100 West 49 <sup>th</sup> Street; Mail Code 2020 Building S Austin, TX 78756

**NOTE:** All Solicitation Applications become the property of HHSC after submission and will not be returned to Applicant. It is the Applicant’s responsibility to appropriately mark and deliver the Solicitation Application to HHSC by the specified date. A U.S. Postal Service (USPS) postmark; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or, any other documentation in lieu of the on-site time stamp by submission deadline may not be considered an eligible application under this Solicitation.

**Submission Option #2:** Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit H, HHS Online Bid Room Information**:

- A. One (1) file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF);
- B. In accordance with **Section 8.1.3**, one (1) file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.; and
- C. Applicants must be registered for the enterprise portal specifically the Online bid room. If the Applicant has access to the enterprise portal for another application, the Applicant must log in to the portal and request access for "Contract Bidder."

**3.6.4 Alterations, Modifications, and Withdrawals**

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

## **ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **4.1 GENERALLY**

HHSC will perform an initial screening of all applications received. Unsigned applications and applications that do not include all required forms and sections are subject to rejection without further evaluation. In addition, Applicant will be evaluated based on the following:

- A. Eligibility and risk screening, as outlined under **Article VI**;
- B. Evaluation based upon specific selection criteria as outlined in **Section 4.3** of this Request for Application; and
- C. Final Selection based upon State priorities.

### **4.2 ELIGIBILITY SCREENING**

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications and completeness will move to the Evaluation stage. The following are the minimum qualifications of a statewide organization:

- A. Is a non-profit organization;
- B. Is exempt from federal income taxation under Internal Revenue Code of 1986 [§501\(a\)](#) and [§501\(c\)\(3\)](#);
- C. Is designated as a supporting organization under Internal Revenue code of 1986 [§509\(a\)\(3\)](#);
- D. Is composed of individuals or groups of individuals who have expertise in the dynamics of child abuse and neglect, and with experience in operating local volunteer advocate programs;
- E. Not debarred from receiving any federal or state funds at the time of the contract award; and
- F. All Applicants must have a Data Universal Numbering System (DUNS) number at the time of application to be considered for an award. A DUNS number may be acquired at no cost online at: <http://www.dnb.com/get-a-duns-number.html>.

### **4.3 EVALUATION**

Applications will be evaluated and scored in accordance with the factors required by [Texas Family Code Chapter 264](#) and other factors deemed relevant by HHSC.

#### 4.3.1 Specific Selection Criteria

Grant applications shall be evaluated based upon the criteria listed below and found in

**Exhibit F, Evaluation Score Tool:**

- A. **Training (16%):** Ability to provide training for local CASA programs in accordance with this RFA and TAC Title 1 CH 377.
- B. **Technical Assistance (16%):** Ability to provide technical assistance for local CASA programs in accordance with this RFA and TAC Title 1 CH. 377.
- C. **Program Monitoring and Evaluation Services (11%):** Ability to conduct local CASA program monitoring and evaluation services in accordance with this RFA and TAC Title 1 CH 377.
- D. **Performance Measures (11%):** Ability to meet the performance measures established by HHSC.
- E. **Funds Administration (14%):** Ability to administer and manage funds for local CASA programs in accordance with this RFA and TAC Title 1 CH. 377.
- F. **Organizational Capacity (20%):** Ability to provide oversight of statewide children's advocacy administrative support services.
- G. **Cost Proposal (12%):** Submission of a cost proposal that categorically reflects projected expenditures that do not exceed the funding available for the award.

#### 4.4 FINAL SELECTION

HHSC intends on making one award. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3**, a selection committee will look at all eligible Applicants to determine which proposals should be awarded in order to most effectively accomplish State priorities. The evaluation selection committee will recommend grant awards to be made to the HHSC Deputy Executive Commissioner, or designee, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

#### 4.5 NEGOTIATION AND AWARD

The specific dollar amount awarded to the successful Applicant will depend upon the merit and scope of the Application, the recommendation of the Selection Committee, and the decision of the Executive Commissioner. Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

The negotiation phase will involve direct contact between the successful Applicant and HHSC representatives via phone and/or email. During negotiations, successful Applicant may expect:

- A. An in-depth discussion of the submitted proposal and budget; and
- B. Requests from HHSC for clarification or additional detail regarding submitted Application.

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

HHSC may issue an “Intent to Award Letter” to the Apparent Grant Recipient once the Deputy Executive Commissioner has given approval to initiate negotiation and execute the Contract.

**Any exceptions to the requirements, terms, conditions, or certifications in the RFA or exhibits, forms, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit D, Exceptions Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant’s proposal or at a later date.**

HHSC will post to the [HHS Grants website](#) and may publicly announce a list of Applicants whose Applications are selected for final award. This posting does not constitute HHSC’s agreement with all the terms of any Applicant’s proposal and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

#### **4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY**

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

## **ARTICLE V. NARRATIVE PROPOSAL**

### **5.1 NARRATIVE PROPOSAL**

#### **5.1.1 Executive Summary**

Applicant will include an Executive Summary in **Form H, Project Work Plan Applicant’s Application** providing a high-level overview of the Applicant's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant.

### 5.1.2 Project Work Plan

The Applicant shall develop and present with its Application an Applicant background narrative and a proposed Project Work Plan, which includes information on the Applicant.

The Applicant background is detailed in Form A, Face Page, Form B, Entity Information, Conflicts and Contract Litigation History, B-1, Governmental Entity or B-2, Non-profit or For-Profit Entity, Form E, Organization Information, Form F, Counties and Services Chart and Form G, Financial Management and Administration Questionnaire. The Project Work Plan is comprised of Form H, Project Work Plan Applicant's Application and Attachment A to Form H, Single Audit or Audited Financial Statements. Utilizing Form H, Project Work Plan Applicant's Application attached to this RFA, Applicants will describe the proposed services, processes and methodologies for meeting all components described in **Article II**. Applicant should identify all tasks to be performed, including all activities to take place during the grant funding period. Applicant will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article II** requirements.

## **ARTICLE VI. REQUIRED RESPONDENT INFORMATION**

### 6.1 ADMINISTRATIVE ENTITY INFORMATION

Applicant must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article III**, Applicant must complete Form A, Face Page, Form B, Entity Information, Conflicts and Contract Litigation History, Form B-1, Governmental Entity Information or B-2, Non-profit or For-Profit Entity.

### 6.2 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. Form B, Entity Information, Conflicts and Contract Litigation History.

In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent.

Solicitation Response may be rejected based upon Respondent'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 obligations.

## 6.3 CONFLICTS

Respondent must certify in **Form B, Entity Information, Conflicts and Contract Litigation History** that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a Contract with a value of \$1 million dollars or more or awarded a Contract that would require the successful respondent to register as a lobbyist under Texas Government Code Chapter 305 must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful respondents.

## 6.4 AFFIRMATIONS, CERTIFICATIONS, AND EXHIBITS

Respondent must complete and return all of the following affirmations, and exhibits. A complete list of required forms and exhibits are included as **Article IX, Submission Checklist**.

- A. **Exhibit A, HHS Solicitation Affirmations;**
- B. **Exhibit D, Exceptions Form;**
- C. **Exhibit E or Exhibit E-1, Data Use Agreement v.8.5;**
- D. **Exhibit E-2, Attachment 2: Security and Privacy Inquiry Form (SPI)**

## 6.5 OTHER REPORTS

### 6.5.1 Financial Capacity

All Respondents must supply evidence of financial capacity sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this RFA.

## 6.5.2 Financial Statements and Financial Solvency

- A. Respondent must submit electronically in a word searchable .PDF format an annual report, which must include:
1. Last three (3) years of Audited Financial Statements, including all supplements, management discussion and analysis, and actuarial opinions; and
  2. If applicable, last three (3) years of consolidated statements for any holding companies or affiliates.
  3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract. At a minimum, such financial statements must include:
    - a. Balance sheet;
    - b. Income Statement;
    - c. Statement of Changes in Financial Position;
    - d. Statement of Cash Flows; and
    - e. Capital Expenditures.
- B. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission (SEC), Respondent must submit its three (3) most recent SEC Form 10K, Annual Reports, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Financial materials must be submitted electronically in a word searchable .PDF format;
- C. Substantial Ownership or Wholly Owned by another Corporate Entity. If the Respondent is either substantially or wholly owned by another corporate (or legal) entity, the Respondent must include the information required in this **Section 6.6.2** for each such entity, including the most recent detailed financial report for each such entity; and
- D. If HHSC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, HHSC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee performance.

## 6.5.3 Alternate Report

If Respondent(s) is unable to provide the annual report specified above, Respondent(s) may, at the discretion of the System Agency, provide the following alternate report:

- A. Last three (3) years un-audited financial statements, including all supplements, management discussion and analysis, and actuarial opinions; and
- B. An un-audited financial statement of the most recent quarter of operation.

- C. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract. At a minimum, such financial statements must include:
1. Balance sheet;
  2. Income Statement;
  3. Statement of Changes in Financial Position;
  4. Statement of Cash Flows; and
  5. Capital Expenditures.

## **6.6 HUB**

If a successful Respondent chooses to contract for goods and services using the funding awarded in this grant, HHSC encourages the Respondent to use HUBs to provide those goods and services where possible.

# **ARTICLE VII. EXPENDITURE PROPOSAL**

## **7.1 EXPENDITURE PROPOSAL**

Attached **Form C, FY 2022 Expenditure Proposal** and **Form D, FY 2023 Expenditure Proposal** of this RFA includes the template for submitting the Expenditure Proposal. Applicant must complete this form and place it in a separate, sealed package, clearly marked with the Applicant's name, the RFA number, and the RFA submission date.

Respondents must base their Expenditure Proposal on the Scope of Work described in **Article II**. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Respondents must demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

Respondent must utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.

Costs will be reviewed for compliance with TxGMS and federal grant guidance found in 2 CFR Part 200, as modified by TxGMS, with effective given to whichever provision imposes the more stringent requirement in the event of a conflict.



Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was arrived at.

## **ARTICLE VIII. GENERAL TERMS AND CONDITIONS**

### **8.1 GENERAL CONDITIONS**

#### **8.1.1 Costs Incurred**

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

#### **8.1.2 Contract Responsibility**

The System agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its contractors.

#### **8.1.3 Public Information Act - Respondent Requirements Regarding Disclosure**

Proposals and contracts 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 contracts and proposals 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 Respondent asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Respondent must:

A. Mark Original Proposal:

1. Mark the Original Proposal, on the top of the front page, the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and

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

**By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the Public Information Act Copy, Respondent's proposal 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 Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, System Agency, in its sole discretion and in any solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.**

Respondent should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal 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 proposal subject to release under the PIA.

Proposals should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its proposal, by submitting a proposal, Respondent 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 solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the proposal in response to this Solicitation 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. Respondents 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 Respondents.

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>.

#### **8.1.4 News Releases**

Prior to final award a Respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in **Section 3.4.1**.

#### **8.1.5 Additional Information**

By submitting a proposal, the Respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

**The remainder of this page is intentionally left blank.**

## **ARTICLE IX. SUBMISSION CHECKLIST**

This checklist is provided for Respondent's convenience only and identifies documents that are requested in this Solicitation.

### **Original Solicitation Response Package**

The Solicitation Package must include the Solicitation Response in one of the approved submission methods identified in **Section 3.6**.

**A. Administrative Information (Forms A through B-2)**

- 1. Form A: Face Page \_\_\_\_\_
- 2. Form B: Entity Information, Conflicts and Contract Litigation History \_\_\_\_\_
- 3. Form B-1: Governmental Entity (if applicable) \_\_\_\_\_
- 4. Form B-2: Non-profit or For- Profit Entity (if applicable) \_\_\_\_\_

**B. Expenditure Proposal (templates included)**

- 1. Form C: FY 2022 Expenditure Proposal \_\_\_\_\_
- 2. Form D: FY 2023 Expenditure Proposal \_\_\_\_\_

**C. Narrative Proposal Forms (Forms E through Attachment A to Form H)**

- 1. Form E: Organization Information \_\_\_\_\_
- 2. Form F: Counties and Services Chart \_\_\_\_\_
- 3. Form G: Financial Management and Administration Questionnaire \_\_\_\_\_
- 4. Form H: Project Work Plan Applicant's Application \_\_\_\_\_
- 5. Attachment A to Form H: Single Audit or Audited Financial Statements \_\_\_\_\_

**D. Applicable Exhibits (to be included in Solicitation Package)**

- 1. Exhibit A: HHS Solicitation Affirmations \_\_\_\_\_
- 2. Exhibit D: Exceptions Form, (even if blank) \_\_\_\_\_
- 3. Exhibit: E or Exhibit E-1, Data Use Agreement v.8.5 \_\_\_\_\_
- 4. Exhibit: E-2, Attachment 2: Security and Privacy Inquiry Form (SPI) \_\_\_\_\_
- 5. Exhibit G: HHS System Indirect Cost Rate Questionnaire (ICRQ) \_\_\_\_\_

### **Files to be provided**

#### **Option #1** \_\_\_\_\_

\_\_\_ Two USBs – One Labeled “Copy” and One Labeled “Original” with all of the files below.

\_\_\_ One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).

\_\_\_ One file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

Or

**Option #2**

\_\_\_ One file named “Original Proposal” that contains the Respondent’s entire proposal in searchable portable document format (PDF).

\_\_\_ In accordance with **Section 8.1.3**, one file named “Public Information Copy” that contains the Respondent’s entire proposal in searchable PDF, if applicable.

**ARTICLE X. LIST OF ATTACHMENTS, EXHIBITS, AND FORMS**

**Attachment A to Form H: Work Plan – Single Audit or Audited Financial Statements**

**Exhibits**

**Exhibit A: HHS Solicitation Affirmations;**

**Exhibit B: HHSC Uniform Terms and Conditions-Grant**

**Exhibit C: HHSC Special Conditions**

**Exhibit D: Exceptions Form**

**Exhibit E or Exhibit E-1: Data Use Agreement v.8.5**

**Exhibit E-2, Attachment 2: Security and Privacy Inquiry Form (SPI)**

**Exhibit F: Evaluation Score Tool**

**Exhibit G: HHS System Indirect Cost Rate Questionnaire (ICRQ)**

**Exhibit H: Online Bid Room Information**

**Forms**

**Form A: Face Page**

**Form B: Entity Information, Conflict of Interest, and Contract Litigation History**

**Form B-1 Government Entity**

**Form B-2 Non-profit or For-Profit Entity**

**Form C: FY2022 Expenditure Proposal**

**Form D: FY2023 Expenditure Proposal**

**Form E: Organization Information**

**Form F: Counties and Services Chart**

**Form G: Financial Management and Administration Questionnaire**

**Form H: Project Work Plan, Applicant’s Application**

**Form I: Invoice Payment Request and FSR Template**