



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Applications (RFA)

Grant

Substance Intervention Treatment Program for the Program

Texas Group Homes

RFA No. HHS0012787

DEADLINE FOR SUBMISSION OF APPLICATIONS

March 14, 2023, by 10:30 a.m. Central Time

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**ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS,
AND STATUTORY AUTHORITY**

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC), the System Agency, is accepting Applications for the Texas Group Homes (TGH), Level 1 Recovery Housing Grant Project for State Fiscal Year 2024 (FY 2024), in order to provide Recovery Housing by funding Level 1 group homes for individuals who have a substance use disorder and who need support during their recovery. Recovery housing, which is a supportive and shared living environment based on peer support, is often an essential step in one’s transition back into the community following residential treatment.

The purpose of the TGH contract is to ensure continuity of care: first, by maintaining the existing number of Level 1 Recovery Homes, and second, by establishing additional Level 1 Recovery Homes in areas of need. Recovery Housing is part of the substance use services continuum that allow residents to practice recovery skills by residing in self-run, self-supported, peer-operated recovery homes. In accordance with U.S. Code, Title 42, Section §300x-25 (Group Homes for Persons in Recovery from Substance Use Disorders). The System Agency will utilize Level 1 Recovery Housing to increase Recovery Housing opportunities for individuals who elect to live together in a substance-free environment to maintain and build Recovery Capital. HHSC seeks one (1) awardee to deliver Level 1 Recovery Housing. The maximum award amount per State fiscal year is \$1,600,000.00; The total funding amount is \$8,000,000.00.

Applicants should reference **Article II, Scope of Grant Project**, for detailed information regarding the purpose, background, eligible population, eligible activities, and requirements. Applicants should reference **Attachment A, Scope of Grant Project**, for detailed information regarding the Revolving Loan Fund.

Grant Name:	Texas Group Home
RFA No.:	HHS0012787
Deadline for Submission of Applications:	March 14, 2023, by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	February 21, 2023, by 5:00 p.m. Central Time
Estimated Total Available Funding:	\$8,000,000.00

Estimated Total Number of Awards:	One (1)
Estimated Max Award Amount:	\$1,600,000.00 per State fiscal year
Match Required, if any:	\$0.00
Anticipated Project Start Date:	September 1, 2023
Length of Project Period:	Five (5) State fiscal years (SFY24-SFY28)
Eligible Applicants:	Public and Private nonprofit. There will be one (1) award for Applicants able to establish Level 1 Recovery Residences statewide across the 11 Health and Human Services regions.

To be considered for screening, evaluation, and award, Applicants must provide and submit all required information and documentation as set forth in **Article VIII, Application Organization and Submission Requirements**, and **Article XIII, Submission Checklist**, by the Deadline for Submission of Applications shown 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 Solicitation. See also **Exhibit B, HHSC Uniform Terms and Conditions Grant, Version 3.2** for additional definitions. All other terms have their ordinary and common meaning.

Refer to all attachments, exhibits, and forms 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.

“Adult” means a person eighteen (18) years of age or older, or a person under the age of 18 whose disabilities of minority have been removed by marriage or judicial decree

“Allowable Expense” means charges to the program, which are allowed under the terms of the Contract.

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 or its exhibits as [“Respondent”](#).

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

[“Budget”](#) means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds and any required Match, submitted as part of the Application in response to this RFA. An Applicant’s requested Budget may differ from the HHSC-approved Budget incorporated into the final Grant Agreement.

[“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.

[“Clinical Management for Behavioral Health Services \(CMBHS\)”](#) means the web-based clinical record-keeping system for State-contracted community mental health and Substance Use Disorder (SUD) service providers.

[“Contract”](#) means a written document referring to promises and/or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties (HHSC and Grantee) and is awarded as a result of this RFA. A HHSC Contract is assembled using a core Contract (base), one or more program attachments, and other required exhibits (general provisions, etc.). May also be referred to in this RFA or its exhibits as [“Grant Agreement”](#).

[“Contract Term”](#) means the period of time during which the Contract will be effective from begin date through ending date. The Contract Term may or may not be the same as the Budget period.

[“Cost Reimbursement”](#) means a payment mechanism by which funds are provided to carry out approved activities based on an approved eight-category line-item (categorical) budget. Amounts expended in support of providing services and goods, if any, in accordance with the contract terms and conditions must be billed on a monthly basis for reimbursement unless otherwise specified in the Contract. Reimbursement is based on actual allowable costs incurred that comply with the cost principles applicable to the grant that funds the Contract.

[“DSHS”](#) means the Department of State Health Services

[“Day”](#) means calendar day, unless explicitly identified as business day. The due date of any obligation that falls on a holiday (federal or State) or weekend shall be the business day that falls immediately after the holiday or weekend. A “business day” is defined as any day from Monday through Friday that does not fall on a holiday.

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

“Due Date” means the deadline for submission of document or deliverable. “

“Effective Date” means the date the Contract Term begins.

“Equipment”, means 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.

“Fiscal Year” means the period of time during which the Contract or program attachment will be effective from begin date to end, including renewals or extensions, if any. The Contract Term may or may not be the same as the budget period.

“Globalscape EFT” means an electronic file transfer system which transfers, manages, and tracks data between HHSC and the Grantee.

“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 or its exhibits as “contract”.

“Grantee” means the party receiving funds under any Grant Agreement awarded under this RFA. May also be referred to in this RFA or its exhibits as “Respondent” or “Subrecipient” or “Contractor”.

“HHS” means both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS).

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

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

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

“National Alliance of Recovery Residences (NARR)” means the non-profit organization dedicated to expanding the availability of well-operated, ethical, and supportive recovery housing. See NATIONAL ALLIANCE OF RECOVERY RESIDENCES available at [National Alliance for Recovery Residences \(narronline.org\)](http://NationalAllianceforRecoveryResidences(narronline.org))

“National Institute on Drug Abuse” means the lead federal agency supporting scientific research on drug use and addiction. See NATIONAL INSTITUTE ON DRUG ABUSE available at NIDA.NIH.GOV | [National Institute on Drug Abuse \(NIDA\)](http://NationalInstituteonDrugAbuse(NIDA))

“Outreach” means the specific work and activities related to: (1) finding homes to rent; (2) assembling recovering residents to live in the homes; (3) educating the residents on Level 1 Recovery Houses; (4) peer-supported living; (5) providing ongoing support at recovery residences at regular intervals; (6) engaging with and educating community service providers about Level 1 Recovery Housing to generate awareness and referrals; and (7) maintaining appropriate required training.

“Peer Support” means the process of giving encouragement or assistance to overcome a life challenge by someone with lived experience.

“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”.

“Recovery”, as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA), means a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.

“Recovery Capital” refers to the quantity and quality of internal and external resources that one can bring to bear to initiate and sustain recovery from addiction.

“Recovery Houses/Housing/Homes”, as defined by SAMHSA, means safe, healthy, family-like substance-free living environments that support individuals in recovery from

addiction. While recovery residences vary widely in structure, all are centered on peer support and a connection to services that promote long-term recovery. Recovery housing benefits individuals in recovery by reinforcing a substance-free lifestyle and providing direct connections to other peers in recovery, mutual support groups, and recovery support services. Substance-free does not prohibit prescribed medications taken as directed by a licensed prescriber, such as pharmacotherapies specifically approved by the Food and Drug Administration (FDA) for treatment of opioid use disorder as well as other medications with FDA-approved indications for the treatment of co-occurring disorders. *See* SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA): Recovery Housing, Best Practices and Suggested Guidelines *available at* <https://www.samhsa.gov/resource/ebp/recovery-housing-best-practices-suggested-guidelines>.

“Recovery Support Services” means evidence-based practices that support services to increase long-term recovery and recovery quality.

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

“Respondent”. 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 or its exhibits as “Applicant”

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

“Scope of Grant Project” means a statement outlining specific services a Contractor is expected to perform, indicating the type, level, and quality of service, as well as the time schedule required

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

“Substance Abuse and Mental Health Services Administration (SAMHSA)” means the agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation. SAMHSA's mission is to reduce the impact of substance abuse and mental illness on America's communities.

“Substance Use Disorder (SUD)” means a condition in which the use of one or more substances leads to a clinically significant impairment or distress.

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

Texas Group Homes (TGH)” means Recovery Homes that are self-run, self-supported, and peer-operated. Can also be referred as Recovery Houses, Recovery Homes and Recovering Houses.

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

1.3 STATUTORY AUTHORITY

The System Agency is requesting Applications under the relevant provisions of Chapter 531 of the Texas Government Code and under Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Services (PHS) Act, which established the Substance Abuse Prevention and Treatment Block Grant (SABG) Program. Federal funding awarded to System Agency is through the following program:

Federal Grant Program:	Substance Abuse Prevention and Treatment Block Grant (SABG)
Federal Awarding Agency:	Substance Abuse and Mental Health Administration
Assistance Listing Number and Program Title:	93.959 Block Grants for Prevention and Treatment of Substance Abuse

1.4 STANDARDS

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

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ARTICLE II. SCOPE OF GRANT PROJECT

2.1 PURPOSE

The funding opportunity invites Applications for grant funding under the Texas Group Homes (TGH), Level 1 Recovery Housing Contract. The purpose of the TGH Contract is to ensure continuity of care: first, by maintaining the existing number of Level 1 Recovery Homes, and second, by establishing additional Level 1 Recovery Homes in areas of need. This level of care includes: (1) Grantee staff; (2) providing a safe, affordable, substance-free environment with peers in recovery; and (3) other services in the community.

2.2 PROGRAM BACKGROUND

In accordance with U.S. Code, Title 42, Section §300x-25 (Group Homes for Persons in Recovery from Substance Use Disorders), the System Agency will utilize Level 1 Recovery Housing to increase recovery housing assistance opportunities for recovering individuals who elect to live together in a substance-free environment to maintain and continue to build Recovery Capital. Recovery Housing is designed to address the recovering person's need for a safe and healthy living environment. Often the transition for a person from an intensive level of substance use treatment back into the community can be challenging and can include the risk of reverting to substance use. In 2018 a study by National Institute on Drug Abuse (NIDA) reported that return to use rates for substance-use disorders is approximately 40-60% and can be dangerous and potentially deadly. The first 12 months of a person's recovery journey (sometimes referred to as early recovery) is a crucial period during which people contend with raw core clinical issues such as family history, unresolved trauma, grief and loss, emotional immaturity, low frustration tolerance, and other factors that make them susceptible to reverting to substance use. However, Recovery Housing can be a powerful ally in a person's recovery journey, in as much as it provides social support and helps persons to invest in their Recovery. See <https://www.samhsa.gov/resource/ebp/recovery-housing-best-practices-suggested-guidelines>.

The National Alliance of Recovery Residences (NARR) identifies the least restrictive type of Recovery Housing as Level 1 Recovery Housing. Level 1 Recovery Housing is a community-based approach to group recovery housing, which is a democratically run, peer-supported, and substance-free home that can house anywhere from six to 15 adults in recovery. This Level of housing has operated successfully at both federal and state levels.

2.3 ELIGIBLE POPULATION

The eligible population for services to be served under this RFA are men and women who are completing a substance use disorder residential treatment program. Men and women who are enrolled in outpatient, recovery support, or opioid treatment services, and who need a place to live and can meet the requirements for being a resident of a Recovery House, also would be eligible. Priority for housing admission must be given to persons who have completed an System Agency-funded residential treatment program, as well as

persons who continue to participate in outpatient services (including MAT services) and recovery support services.

2.4 ELIGIBLE SERVICE AREAS

The service areas eligible for Project funding under this RFA are all HHS service regions. See **Attachment B, Health and Human Services (HHS) Offices by County.**

2.5 ELIGIBLE ACTIVITIES

This Grant Project 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 resulting from this RFA.

1. Primary services are evidence-based practices and may include but are not limited to:
 - a. Establishing and maintaining Level 1 Recovery Homes;
 - b. Peer support;
 - c. Recovery Support Services;
 - d. Program Staff; and
 - e. Trainings.
2. Secondary services are directly related to a person accessing primary services listed above and may include but are not limited to:
 - a. Transportation;
 - b. Childcare;
 - c. Coordinated referrals; and
 - d. Shared data systems.

2.6 PROGRAM REQUIREMENTS

All Grant Project funded under this RFA must meet the following program minimum requirements as they are described in the following sections of **Attachment A, Scope of Grant Project:**

1. Section III Grantee responsibilities
 - a. Staffing Requirements;
 - b. Recovery Support Services And Recovery Houses;
 - c. Revolving Loan Fund;
 - d. Stipends;
 - e. Critical Incidents;
 - f. Outreach;
 - g. Housing;
 - h. Loan Management;
 - i. Level I House Charter;

- j. Technical Assistance And Training;
- k. Submission Schedule and Reporting Requirements;
- l. Service Area; and
- m. Clinical Management for Behavioral Health Services (CMBHS) Minimum Requirements.

2.7 REQUIRED REPORTS

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

Report Name	Due Date	Transmission Method
Financial Status Report (FSR)	Q1 Report – December 31st; Q2 Report – March 31st; Q3 Report – June 30th; Q4 Report – October 15th	CMBHS
General Ledger	Q1 Report – December 31st; Q2 Report – March 31st; Q3 Report – June 30th; Q4 Report – October 15th	GlobalScape*
Recovery House Resident Status Report	15th day of the month following the month being reported.	GlobalScape*
Project Status Reports	15th day of the month following the month being reported.	GlobalScape*
Revolving Loan Reconciliation Report	Q1 Report – December 31st; Q2 Report – March 31st; Q3 Report – June 30th; Q4 Report – September 30th.	GlobalScape*
Annual Report	No later than October 15th for previous State fiscal year (ending August 31st)	GlobalScape*
Contract Closeout	No later than October 15th for previous State fiscal year (ending August 31st)	GlobalScape*
Security Attestation Form	No later than September 15 and March 15 of each fiscal year.	CMBHS

* Or in the format specified by System Agency

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, System Agency may pursue any other corrective or remedial actions under the Grant Agreement.

2.8 PERFORMANCE AND MONITORING

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

The Grant Agreement is subject to System Agency performance monitoring activities for 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 term of the grant.

The Grantee must regularly collect and maintain data that measure the performance and effectiveness of activities conducted under the Grant Agreement as specified in this RFA, the Grant Agreement, or as otherwise specified by System Agency. The Grantee must submit all of the required information and supporting documentation, including Reports and other deliverables and will be expected to deliver and will be expected to report quarterly, and annually. (see Required Report).

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

2.9 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for Grant Agreements with categorical Budgets, the Grantee must submit quarterly FSRs to System Agency by the last business day of the month following the end of each State fiscal year quarter for System Agency review and financial assessment. By submitting an FSR, Grantee certifies that: (1) all invoices have been reviewed to ensure that every grant-funded purchase of goods or services has 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) 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.

2.10 FINAL BILLING SUBMISSION

Unless otherwise directed by System Agency, Grantee shall submit a reimbursement or payment as a final close-out invoice no later than 45 days after the termination date of the Grant Agreement. Requests received after the deadline may not be paid.

2.11 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit D, Data Use Agreement** including but not limited to the terms and conditions regarding **Exhibit D-1, Security and Privacy Inquiry (SPI), Attachment 2,** of this RFA.

ARTICLE III. APPLICANT ELIGIBILITY REQUIREMENTS

3.1 LEGAL AUTHORITY TO APPLY

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

3.2 APPLICATION SCREENING MINIMUM REQUIREMENTS

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

1. Be a public or private non-profit 501(c)(3) entity that provides services within all HHS regions;
2. In order for the Application to be evaluated, the Applicant must provide the following:
 - a. Documentation from the U.S. Internal Revenue Service to support the organizations legal entity type (i.e., government, non-profit);
 - b. Documentation from the U.S. Internal Revenue Service and the Texas SOS to support the organization is in good standing; and
 - c. Documentation of having an administrative business office physically located in Texas. A post office box may be used when the proposal is submitted for correspondence; and
3. Meet the following additional eligibility requirements:
 - a. Applicants are not eligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs;

- b. Applicant's staff members, including the executive director, must not serve as voting members on their employer's governing board;
- c. Applicant must be in compliance with the Texas Comptroller of Public Accounts (Texas Comptroller) and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract to verify the Applicant's legal name and confirm that the Applicant is in good standing with the state;
- d. Applicant must agree to provide Level 1 Recovery Housing within all HHS regions;

Applicant is not considered eligible to contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:

1. The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits, <https://www.gsa.gov/small-business/small-business-resources/training-resources/system-for-award-management-sam-contract-data-bank>;
2. The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search, <https://oig.hhs.texas.gov/exclusions>; or
3. Texas Comptroller of Public Accounts (CPA) Debarment List located at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>.

Applicants must continue to meet the eligibility conditions throughout the selection and funding process. HHSC expressly reserves the right to review and analyze the documentation submitted and to request additional documentation and determine the Applicant's eligibility to receive/compete for the Contract award.

3.2 GRANT AWARD ELIGIBILITY

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

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

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

3.3 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 that 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 based on this prohibition.

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ARTICLE IV. PROJECT PERIOD AND GRANT TERM

4.1 PROJECT PERIOD

The Project Period is anticipated to begin on **September 1, 2023**, through **August 31, 2028**.

4.2 GRANT TERM

The System Agency, at its sole discretion, may extend the term of the grant for any period(s) of time through Grant Agreement extensions or renewals with funded Project Periods, provided the term, including all extensions or renewals, does not exceed five (5) years.

4.3 PROJECT CLOSEOUT

System Agency will programmatically and financially close the grant award 45 days after the end of each State fiscal year, when HHSC determines that the Grantee has fulfilled all contractual obligations and requirements of the Grant Agreement. The Grantee must submit all required financial, performance, and other reports pursuant to the schedule in the Grant Agreement. The Project close-out date is 45 days after the Grant Agreement termination date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by the Grantee by the end of the Grant Agreement term and not expended by the Project close-out date will revert to HHSC.

ARTICLE V. GRANT FUNDING AND REIMBURSEMENT INFORMATION

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The total available annual grant award amount is \$1,600,000.00. The Texas Group Homes grant program is allocated \$8,000,000.00 for the entire five (5) year Project Period. It is HHSC's intention to make one (1) award to one (1) Applicant that successfully meet all requirements and receive the top scoring evaluation.

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

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

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

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

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

5.3 GRANT FUNDING PROHIBITIONS

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

1. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. § 1913), whether conducted directly or indirectly;
4. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
5. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
6. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
7. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the program's purpose;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the Grant Project;
11. Any activities related to fundraising;

12. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR § 200.439;
13. Any other prohibition imposed by federal, State, or local law; and
14. 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

The Grantee is not required to provide any matching funds under this TGH Project.

5.5 PAYMENT METHOD

The Grant Agreement awarded under this RFA will be funded on a cost reimbursement basis for reasonable, allowable, and allocable Grant Project costs. Under the cost reimbursement payment method, Grantee is required to finance operations and will be reimbursed only for actual, allowable, and allocable costs incurred on a quarterly basis (or whatever is appropriate to the grant) and supported by verifiable documentation. No additional payments will be rendered unless an advanced payment is approved by HHSC.

ARTICLE VI. APPLICATION FORMS AND EXHIBITS FOR SUBMISSION

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

6.1 NARRATIVE PROPOSAL

Using **Forms C** and **F** of this RFA, Applicants must provide an executive summary and describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Article II, Scope of Grant Project**, including the Applicant's problem statement, supporting data, Project approach and activities, organizational capacity, performance management, target population, and use of evidence-based practices. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Project Period. Applicants must complete and submit all required attachments:

1. **Form C, Texas Group Homes Background and Staffing:** Applicants must respond to all the questions listed in **Form C** in the format of a one-page narrative.
2. **Form D, Texas Group Homes Program Narrative:** Applicants must respond to all the questions listed in **Form D** in the format of a two-page narrative.

3. **Form E, Financial Management & Administration Questionnaire**
4. **Form F, Texas Health and Human Services System Indirect Costs Rate (ICR) Questionnaire**

6.2 REQUESTED BUDGET

Attached **Exhibit C, Requested 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 § 200.403 or TxGMS Cost Principles, Basic Considerations (pgs. 32-33), for additional information related to factors affecting allowability of costs.

Applicants must utilize the Budget template provided, Exhibit C, Requested Budget Templates, 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 **Exhibit C, Requested 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 F, Texas Health and Human Services System Indirect Costs Rate (ICR) Questionnaire**, with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System Agency cost-reimbursable Grant Agreements. Entities declining the use of Indirect Cost Rate 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

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 that an ICR with HHS be negotiated.

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.

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms, A** through **B-1**, of this RFA, each 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 also must disclose any civil or criminal litigation or investigation within the last five (5) years (pending or otherwise) 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**. Applicant certifies that it does not have any existing claims against it or any unresolved audit exceptions with the State or with any of its agencies or political subdivisions.

An Application may be rejected based upon Applicant's prior history with the State 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 Management & Administration Questionnaire

Applicant must complete **Form E, Financial Management & Administration Questionnaire**, and submit with its Application.

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ARTICLE VII. RFA ADMINISTRATIVE INFORMATION AND INQUIRIES

7.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Funding Announcement Posting Date Posted to HHS Grants RFA and Texas eGrants websites	February 13, 2023
Deadline for Submitting Questions or Requests for Clarification	February 21, 2023, by 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	On or after February 28, 2023
Deadline for Submission of Applications NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.	March 14, 2023, by 10:30 a.m. Central Time
Anticipated Notice of Award	August 1, 2023
Anticipated Project Start Date	September 1, 2023

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

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

Opportunities website. 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 e-mail **only** to the Grant Specialist designated below as HHSC's Sole Point of Contact:

Name: Amy Pearson

Title: Grant Specialist, HHSC Procurement and Contracting Services

Email: amy.pearson@hhs.texas.gov

Applicants must not submit their Application to this e-mail address. The instructions for Application submission outlined in Article VIII (Application Organization and Submission Requirements) must be followed.

However, if expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another designated HHS representative, 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 to the Sole Point of Contact by the Deadline for Submitting Questions or Requests for Clarification established in **Section 7.1, Schedule of Events**, or as may be amended in Addenda, if any, posted to the HHS Grants RFA website.

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 for Submitting Questions or Requests for Clarification set forth in this Section 7.1, Schedule of Events or as may be amended in Addenda, if any, posted to the HHS Grants RFA website.

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

7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS

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

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

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

Applicants are highly encouraged, in lieu of including exceptions in their Applications, to address all issues that might be advanced by way of an exception by submitting **Exhibit K, Exceptions** or via 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 System Agency. .

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ARTICLE VIII. APPLICATION ORGANIZATION AND SUBMISSION REQUIREMENTS

8.1 APPLICATION RECEIPT

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

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

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

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

8.2 APPLICATION SUBMISSION

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

8.3 REQUIRED SUBMISSION METHOD

1. Applicants must submit their completed Applications by the Deadline for Submission of Applications provided in the **Section 7.1, Schedule of Events**, or subsequent Addenda, using one of the approved methods identified below. Applications submitted by any other method (e.g. facsimile, email) will not be considered and will be disqualified.
2. **HHS Online Bid Room:** Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit I, HHS Online Bid Room**.
File Size Limitation: Restriction to 250MB per file attachment.
 - a. One (1) copy marked as "Original Application" that contains the Applicant's entire Application in a Portable Document Format (".pdf") file.
 - b. One (1) copy of the completed **Exhibit C, Requested Budget Template**, in its original Excel format.

- c. One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with **Section 12.1, Texas Public Information Act**, in a Portable Document Format (“.pdf”) file.

3. Sealed Package with USB Drives: Applicants shall submit each of the following on separate USB drives:

- a. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.” USB drive must include the completed **Exhibit C, Requested Budget Template**, in its original Excel format.
- b. One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act**. 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.”

Applicant must deliver Applications submitted via USB by one of the methods below.

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

Sealed packages must be clearly labeled with the following:

RFA NO:	HHS00012787
RFA TITLE	Texas Group Homes
DEADLINE FOR SUBMISSION OF APPLICATIONS	March 14, 2023, by 10:30 a.m. Central Time
SOLE POINT OF CONTACT NAME:	Amy Pearson
APPLICANT’S NAME:	Applicant’s legal name

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

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 Application; 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 **Article XIII, Submission Checklist**, and include all required sections (e.g., "Administrative Information," "Narrative Proposal," and "Exhibits to be Submitted with Application,").
 - a. **Exhibit C, Requested 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 one of the approved methods of submission set forth in this RFA. The modification must be received by HHSC by the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda.

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

ARTICLE 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 as outlined in Section 3.2 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**, or **Exhibit C, Requested Budget Template**).

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 H, Evaluation Tool**.

Scoring Criteria: Qualified Applications shall be evaluated based upon:

1. Organization Background and Staffing (40%); and
2. Program Narrative (60%)

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 ORAL PRESENTATIONS AND SITE VISITS

Site visits may be required from any or all Applicants. HHSC will notify selected Applicants of the time and location of site visits or a virtual meeting. Failure to permit or participate in the requested site visit may eliminate an Applicant from further consideration.

HHSC is not responsible for any costs incurred by the Applicant in preparation for or attending any site visit.

9.7 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

Prior to award of a Grant Agreement as a result of this RFA and in addition to the initial screening of Applications, all required verification checks will be conducted. The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, Unique Entity Identifier (“UEI”, a unique identifier created via SAM.gov, which replaces the previously used DUNS)) 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://usfer.com/>

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>

- 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.hhs.texas.gov/exclusions>

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

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

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.

ARTICLE 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**, 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, 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 will be determined for the selection factors.

HHSC intends on making one (1) award. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 9.4, Evaluation Criteria**. A selection committee will look at all eligible applicants to determine which applications should be awarded in order to most effectively accomplish state priorities. The selection committee will recommend grant awards to be made to the HHSC Executive Commissioner or designee, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility and state priorities.

The award will go to the highest scoring applicant.

The procurement is in development and the application forms and/or processes have not been established, however these are the proposed procedures if a tie occurs:

1. The score will be increased to 2 numbers beyond the decimal.
2. If a tie remains the Applicant with the highest score in the Background and Staffing section will be awarded.
3. If a tie remains the Applicant with the highest score on question 2.5 of the Program section will be awarded.

Final award 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement.

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 online process for completing the Form 1295 may be found on the TEC public website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

If the potential Grantee does not submit a completed, certified, and signed TEC Form 1295 to the System Agency with the signed Grant Agreement, the System Agency is prohibited by law from executing a Grant Agreement, 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 eleven (11) 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](#).

ARTICLE XI. GENERAL TERMS AND CONDITIONS

11.1 GRANT APPLICATION DISCLOSURE

In an effort to maximize State resources and reduce duplication of effort, 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 demonstrate effective establishment of Level 1 Recovery Houses. It is expected that eligible Applicants have the demonstrated experience, expertise, and infrastructure to perform the work outlined in 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/>.

ARTICLE 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 Affirmations:** Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations**, Applicant's confidential information assertion and the filing of its Public Information Act Copy; and
3. **Submit Public Information Act Copy of Application:** Submit a separate “Public Information Act Copy” of the Original Application (in addition to the original and all copies otherwise required under the provisions of this RFA). The Public Information Act Copy must meet the following requirements:

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

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

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

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

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

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this RFA, Applicant acknowledges that all information, documentation, and other materials submitted in its Application may be subject to public disclosure under the PIA. The System Agency does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure

issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

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

12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

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ARTICLE 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, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations (completed and signed), and Exhibit C, Requested Budget Template, (completed), will be disqualified. See Section 9.2, Initial Compliance Screening of Applications, for further detail.

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

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

1. Administrative Information

- a. Form A, Face Page
- b. Form B, Administrative Information
- c. Form B-1, Non-Profit Entity

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

- a. Form C, Texas Group Homes Program Background and Staffing
- b. Form D, Texas Group Homes Program Narrative
- c. Form E, Financial Management & Administrative Questionnaire
- d. Form F, Texas Health and Human Services System Indirect Costs Rate (ICR) Questionnaire

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

- a. Exhibit A, HHS Solicitation Affirmations

Exhibit A is mandatory and must be completed, signed, and submitted for the Application to be considered responsive.

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

- b. Exhibit C, Requested 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.

- c. Exhibit D, Data Use Agreement
 - d. Exhibit D-1, Security and Privacy Inquiry (SPI), Attachment 2
 - e. Exhibit F, Assurances - Non-Construction Programs
 - f. Exhibit G, Certification Regarding Lobbying
 - g. Exhibit J, Federal Funding Accountability and Transparency Act (FFATA) Certification
 - h. Exhibit K, Exceptions
4. **Addenda:** Each Addendum, if any, must be signed and submitted with the Application.

The remainder of this page is left blank intentionally.

ARTICLE XIV. LIST OF ATTACHMENTS, EXHIBITS, AND FORMS APPENDED TO RFA

ATTACHMENTS

Attachment A, Scope of Grant Project

Attachment B, Health and Human Services (HHS) Office by County

EXHIBITS

Exhibit A, HHS Solicitation Affirmations (Version 2.3)

Exhibit B, HHS Uniform Terms and Conditions (Grant, Version 3.2)

Exhibit C, Requested Budget Template (Excel)

Exhibit D, HHS Data Use Agreement

Exhibit D-1, Security and Privacy Inquiry (SPI) Attachment 2

Exhibit E, Additional Provisions Grant Funding, version 1.0

Exhibit F, Assurances- Non-Construction Programs

Exhibit G, Certification Regarding Lobbying

Exhibit H, Evaluation Tool

Exhibit I, HHS Online Bid Room

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

Exhibit K, Exceptions

FORMS

Form A, Face Page

Form B, Administrative Information

Form B-1, Non-Profit Entity

Form C, Texas Group Homes Background and Staffing

Form D, Texas Group Homes Program Narrative

Form E, Financial Management & Administration Questionnaire

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