



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Applications (RFA)

*Grant for
HIV Prevention Services
RFA No. HHS0013263*

DEADLINE FOR SUBMISSION OF APPLICATIONS

January 16, 2024 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), for and on behalf of the Department of State Health Services (DSHS), seeks qualified Applicants to be considered for funding through the HIV Prevention Services (HPS) grant program.

HPS provides funding to engage individuals and communities most vulnerable to the Human Immunodeficiency Virus (HIV) and provide HIV, Sexually Transmitted Disease (STD), Hepatitis C Virus (HCV) testing, comprehensive prevention services, and Linkage to Care for individuals.

HPS has three (3) program activities available for funding:

1. Testing: Focused HIV/ Sexually Transmitted Infection (STI) /HCV Testing in Non-Traditional Settings (required);
2. HCV Prevention: Focused HCV Prevention and Navigation in Non-Traditional Settings (optional); and
3. Interventions: Innovative Interventions: Addressing Determinants of Health (optional)

Applicants may apply for any combination of program activities that includes required program activity number one (1), Testing.

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

Grant Name:	HIV Prevention Services
RFA No.:	HHS0013263
Deadline for Submission of Applications:	January 16, 2024, at 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	November 15, 2023, by 5:00 p.m. Central Time
Estimated Total Available Funding:	\$26,000,000 for the five (5) year grant period

Estimated Total Number of Awards:	30
Estimated Max Award Amount:	Refer to Article V, Section 5.1 for Anticipated Levels of Funding for twelve (12) months for the RFA.
Match Required	None
Anticipated Project Start Date:	January 1, 2025
Length of Project Period:	Twelve (12) months
Eligible Applicants:	<p>A. Applicant shall be a governmental entity, a non-governmental entity, a not-for-profit organization, a for-profit entity or an association. Individuals are not eligible to apply.</p> <p>B. Applicant shall be able to provide services in the eligible counties or HIV Service Delivery Areas (HSDAs) that they propose to serve and shall have a physical location in one (1) of the counties within the HSDA they propose to serve.</p>

To be considered for screening, evaluation and award, Applicants shall 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 established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening of Applications**, for further details.

1.2 DEFINITIONS AND ACRONYMS

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

Refer to all exhibits to this RFA for additional definitions.

“Acquired Immune Deficiency Syndrome” or “AIDS” means a person who is living with HIV and has a CD4 (T-cell) count below two hundred (200) or more OR one (1) or more opportunistic infections.

“Acute HIV Infection” means the early stage of HIV infection that extends approximately one (1) to four (4) weeks from initial infection until the body produces enough HIV antibodies to be detected by an HIV antibody test.

“Addendum” means a written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued and posted by HHSC, or System Agency, to the HHS Grants RFA website.

“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”.

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

“CDC” means the Centers for Disease Control and Prevention, a federal agency that is charged with working with state and local governments on public health programs.

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

“Client” means a member of the eligible population to be served by the Applicant's organization. For the routine HIV Screening funding opportunity, “Client” means any individual seeking medical services at a designated healthcare organization who meets the organization’s System Agency-approved definition of patients eligible for routine screening.

“Clinical Settings” means locations and facilities that are typically structured around the provision of health care by clinicians. They can include, but are not limited to, federally qualified health centers, community-based health clinics, STI clinics in local health departments, urgent care centers, pharmacy clinics, etc. Testing in Clinical Settings may involve point-of-care rapid testing but in general consist of laboratory-based screening. Clinical Settings may have a laboratory or pharmacy in-house, but these are not required.

“Combination Prevention” means a status-neutral, person-centered approach to HIV prevention that supports individuals in selecting options that best meet their needs. Combination Prevention options can be biomedical, behavioral, or structural. They can

include talking with partners, visiting with a provider, evidence-based community or Structural Interventions, safer drug and alcohol use, condoms, lube, PrEP, nPEP, and maintaining an undetectable HIV status alongside regular HIV/STI testing and treatment.

“Contract” means a written agreement between parties that creates a legal, binding, and enforceable obligation. May also be referred to herein as “Grant Agreement”.

“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 shall be treated consistently as either Direct or Indirect Costs. Direct Costs include, but are not limited to, salaries, travel, Equipment, and supplies directly benefiting the grant-supported Project or activity.

“DSHS” means the Department of State Health Services.

“Engagement in Care” means programs that provide testing and screening services to assist previously diagnosed Clients who are not currently in care with entering HIV related medical care and, at a minimum, consists of Referral and offer of assistance with making an initial medical appointment and addressing barriers to keeping that appointment.

“Enhanced Assessment” means assessments that are enhanced because they include in-depth, personalized assessment and prevention counseling that is appropriate for those persons with increased vulnerability to acquiring or transmitting HIV, STI, and HCV, which also integrates Combination Prevention education. During Enhanced Assessment, trained staff use active communication skills to:

- A. Determine Client concerns, needs, and priorities;
- B. Provide basic information about HIV, STI, and HCV transmission and testing;
- C. Support the Client to reach a better understanding of personal vulnerability;
- D. Discuss the Combination Prevention approach; and
- E. Make Referrals as appropriate.

“Equipment” means pursuant to 2 CFR § 200.1, tangible personal property (including information technology systems) having a useful life of more than one (1) 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.

“Focused HIV Testing” means programs that are designed to promote testing to Priority Populations (formerly known as “Targeted HIV Testing”).

“Grant Agreement” means the agreement entered into by DSHS and a Grantee as a result of this RFA, including the Signature Document and all exhibit, terms and conditions, and any amendments that may be issued by DSHS. 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 “Subrecipient” or “Contractor”.

“Hepatitis C Virus” or “HCV” means a virus that causes a liver infection that can result in serious health problems such as cirrhosis and liver cancer. Hepatitis C is spread through contact with blood from an infected person. Most common transmission occur by sharing needles or other equipment used to prepare and inject drugs.

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

“HHSC” means the Health and Human Services Commission.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

“HIV Morbidity” means a measure of the frequency of occurrence of HIV among a defined population during a specified time.

“HIV Prevention Programs” means programs designed to offer community engagement services, condom distributions and Focused HIV Testing and linkage/engagement services to groups with higher numbers of people living with HIV infections.

“HIV-Related Medical Care” means the monitoring and treatment of a Person Living with HIV infection.

“HIV Screening” means testing members of a population for HIV without regard to personal risk.

“HIV Service Delivery Area” or “HSDA” means a set of Texas counties that define a HIV prevention and services delivery area. See **Appendix 1, Texas Counties in HIV Service Delivery Areas (HSDA)**.

“Human Immunodeficiency Virus” or “HIV” means either of two (2) retroviruses, HIV-1 and HIV- 2, that infect and destroy helper T cells of the immune system causing the marked reduction in their numbers that is diagnostic of AIDS.

“Indirect Cost” means those costs incurred for a common or joint purpose benefitting more than one (1) 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” means 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.

“Linkage” means the length of time between diagnosis and evidence of receiving HIV-Related Medical Care.

“Linkage to Care” means a program’s effort to successfully link a person newly diagnosed with HIV to HIV-Related Medical Care on a timely basis and, at a minimum, consists of Referral and offer of assistance with making an initial medical appointment and addressing barriers to keeping that appointment.

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

“Memoranda of Understanding” or “MOU” means a type of agreement between two (2) or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

“MSM” means Men who have sex with men.

“Navigation Services” means a Client-centered approach to assisting Clients who are vulnerable to HIV or living with HIV, access healthcare such as PrEP, nPEP and Antiretroviral Therapy with as few barriers as possible. Navigators engage Clients in their healthcare and help them to make informed decisions about their sexual health and understand the tools and resources available to them. Navigation Services include but are not limited to:

- A. scheduling initial medical appointment;
- B. transportation and/or accompaniment;
- C. readiness assessment;
- D. benefits and insurance navigation;
- E. adherence counseling and support; and
- F. appointment reminders and follow-up communication.

“Navigators” means volunteers or paid staff who help Clients obtain timely access to HIV prevention, medical, and social services.

“Non-Occupational Post-Exposure Prophylaxis” or “nPEP” means the use of antiretroviral drugs as soon as possible after a high-risk exposure to HIV to reduce the possibility of HIV infection.

“Non-Traditional/Non-Clinical Settings” means these are locations within a community that are easy to access and safe for Clients. These Non-Traditional locations should be useful for people who may be unwilling or unable to access medical services regularly at a clinic. Typically testing in Non-Traditional Settings consists of rapid, point of care testing that utilizes outreach to recruit individuals who are members of Priority Populations most vulnerable to HIV acquisition. For the purposes of this RFA, Non-Clinical Settings are sites where medical, diagnostic, and/or treatment services are not routinely provided, but where select diagnostic services, such as HIV testing, are offered. Increasingly, agencies are beginning to offer clinical services within Non-Clinical Settings, making this distinction a bit blurred. Still, a key feature of Non-Clinical Settings is their location within the community—whether at fixed venues, outreach sites, or in a person’s home; Non-Clinical Settings are easily accessible and comfortable for populations who might not access medical services regularly. They typically provide same-day rapid HIV testing, offer other HIV prevention services such as structural or behavioral interventions and social services, and/or conduct recruitment services to get high risk populations in for Targeted HIV Testing.

“Person Living with HIV” or “PLWH” means a person living with a diagnosis of HIV.

“Pre-Exposure HIV Prophylaxis” or “PrEP” means a preventive treatment for HIV infection in which antiretroviral drugs are taken by a person who is HIV and is at a high risk of contracting HIV.

“Priority Population(s)” means groups of people that are the primary Client population for an intervention or program.

“Program Logic Model” means a graphic depiction (road map) that visually explains a fundings purpose, strategy and anticipated results to help Applicants develop their Work Plans and performance measures.

“Program Operating Procedures and Standards” or “DSHS POPS” means DSHS policy documents that describes required actions and best practice recommendations for Contractors for HIV, STI, and viral hepatitis services and is available at: [Program Operating Procedures and Standards \(POPS\) | Texas DSHS](#)

“Project” or “Grant Project” means the specific work and activities that are supported by the funds provided under the Grant Agreement as a result of this RFA. During the open Application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

“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.

“Proposed Project” means the period the open Application period and before the selection of grant recipients are made.

“PWID” means people who injects drugs

“Referral” means directing Clients to relevant and available resources to address their healthcare and social needs.

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

“Sexually Transmitted Disease” or “STD” means a recognizable disease state that has developed from an infection. There are dozens of STDs, Some STDs, such as syphilis, gonorrhea, and chlamydia, are spread mainly by sexual contact.

“Sexually Transmitted Infection” or “STI” means a pathogen that causes infection through sexual contact.

“Solicitation” means this document (including all exhibits, attachments and published Addenda), issued by DSHS under which applications for grant funds are submitted. May also be referred to herein as “RFA”.

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

“Structural Interventions” means community-level interventions that are focused on changing community norms and behaviors and Systems Interventions that focus on changing policy, organizational structure, service systems, and power structures.

“Supplant” means to replace or substitute one (1) source of funding for another source of funding. A recipient of Grant funds under this RFA shall not use the funds to pay any costs the recipient is already obligated to pay.

“Syndemic” means two (2) or more afflictions or epidemics interacting simultaneously and synergistically, meaning the effects of the respective conditions compound to be greater than they would be alone. Epidemic synergy contributes to an excess burden of disease in a population.

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

“TAC” means the Texas Administrative Code, which is a listing of rules that are created by State agencies to carry out laws.

“Texas HIV Plan” means a public health blueprint for preventing new HIV infections in Texas and ensuring that individuals living with HIV have access to systems of care. The Plan also offers a comprehensive approach to reducing HIV based on public health principles, advances in science and research, and the continuum of HIV care.

“Texas HSC” means the Texas Health and Safety Code.

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

“UEID” means that a Unique Entity ID is the Unique Entity ID is assigned automatically to entities when they request a Unique Entity ID or register on SAM.gov.

“Work Plan” means a written plan describing how services will be delivered to the eligible population. Details from the Work Plan shall be approved by DSHS and will be incorporated in the Grant Agreement.

“WSM” means Women who have sex with men.

1.3 STATUTORY AUTHORITY

Federal funding for this Grant Project is authorized under sections 307 and 317(k)(2) of the Public Health Service Act. State funding for this Grant Project is authorized under the 2023 Texas General Appropriations Act, Article II, and Texas Health and Safety Code Chapters 81, 85, and 1001. All awards are subject to the availability of appropriated State and federal funds and any modifications or additional requirements that may be imposed by law. Federal funding awarded to the System Agency is through the program(s) listed below:

Federal Grant Program:	Integrated HIV Surveillance and Prevention Programs for Health Departments
Federal Awarding Agency:	Centers for Disease Control and Prevention
Funding Opportunity No.:	6 NU62PS924529-05-03
Assistance Listing Number and Program Title:	93.940 HIV Prevention Activities- Health Department Based

Federal Grant information will be updated in any Grant Agreement awarded as a result of this RFA.

1.4 STANDARDS

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

Article II. Scope of Grant Project

2.1 PURPOSE

This funding opportunity invites grant Applications requesting funding for the HIV Prevention Services Grant Program. The purpose of this program is to provide HIV Prevention Services and to prioritize actions and coordinate resources across communities and groups of Texans affected by HIV.

2.2 PROGRAM BACKGROUND

The goals and accompanying strategies in the [Texas HIV Plan](#) represent the basis for the activities described in this RFA. System Agency developed the Texas HIV Plan to prioritize actions and coordinate the use of resources across communities and groups affected by HIV. The [Texas HIV Plan](#) has six (6) domains, shown below in Figure 1.

Figure 1: Domains in the Texas HIV Plan



This RFA supports the following domains from the Texas HIV Plan: Focused Prevention, Full Diagnosis, and Successful Linkage. The Focused Prevention domain includes strategies and actions to prevent the acquisition of HIV in populations with the greatest vulnerability to HIV. The Full Diagnosis and Successful Linkage domains call for actions to reduce the number of Texans with undiagnosed HIV infections and to shorten the time between diagnosis and treatment for people with HIV infections, respectively.

Persons with undiagnosed infections cannot benefit from treatment to extend and improve the quality of their lives and are more likely to transmit HIV to others. As of 2021, System Agency estimates that fourteen (14) percent of all Texans with HIV are unaware of their infections. The Texas HIV Plan calls for lowering this number to no more than ten (10) percent. The Priority Populations (see **Appendix 3, Selecting Locally Relevant Populations**) make up about seven out of ten (10) people living with undiagnosed HIV. Additionally, people twenty-five (25) – thirty-four (34) years old have a high number of undiagnosed HIV infections compared to other groups.

According to the CDC, individuals with an STI are more likely to get HIV than someone who is STI free. The same circumstances that made an individual vulnerable to acquiring an STI can make them more susceptible to acquiring HIV. Integrating comprehensive STI

and viral hepatitis testing into prevention activities allows programs to offer more thorough sexual health services to meet community needs.

Treatment for HIV infection helps people with HIV live healthier and longer lives. Current guidelines call for treatment to start soon after diagnosis. In 2021, seventy-five (75) percent of all Texans newly diagnosed with HIV were linked to care within thirty (30) days of their diagnosis, up from sixty-six (66) percent in 2017. One (1) in ten (10) were not linked to HIV care within one (1) year of their diagnosis. Black men who have sex with men (MSM) and youth aged fifteen (15) – twenty-four (24) are the most likely to have late Linkage to Care or no care at all in the first year after diagnosis. People are less likely to prioritize medical care, even HIV prevention and care, if they are struggling to meet basic needs such as food or housing.

Considering the intersectional experiences of people based on their different social identities is vital to serving community members most vulnerable to HIV infection and maximizing positive outcomes of prevention and treatment adherence. Intersectional experiences can increase the impact of stigma and marginalization. Failure to consider the intersectional needs of populations have notable outcomes, including but not limited to, not putting the person first before a diagnosis, condition or disability including health education, translation, interpretation, clinic processes, HIV/STI/HCV testing, and access to social determinates of health in the greater community.

2.3 ELIGIBLE POPULATION

In alignment with the [Texas HIV Plan](#), the eligible population to be served under this RFA consists of individuals within populations that make the largest contributions to local HIV epidemic profiles for each eligible HSDA, identified as Priority Populations and “optional additional populations”. Not all HSDAs are eligible for funding under this RFA. See **Section 2.4, Eligible Service Areas**, for information regarding eligible HSDA’s.

How the populations were determined and the list of Priority Populations and “optional additional populations” for each HSDA are available in **Appendix 3, Selecting Locally Relevant Focus Populations**. Please see **Table 1: Texas Eligible Priority Populations by HSDA** below for a full list of eligible populations.

Applicants are required to primarily market and tailor their services to at least one (1) of the Priority Populations in their area. Applicants are not limited to providing services to only Priority Populations and shall also make services available to all individuals regardless of population membership.

There are no age restrictions for any of the selected populations, and transgender/gender nonbinary persons are designated as a Priority Population eligible for services in all eligible HSDAs.

The Priority Populations described in this Section are eligible for the three (3) program activities described in **Section 2.5, Eligible Activities**.

Table 1: Texas Eligible Priority Populations by HSDA

HSDA	Tier	Priority Population	Optional Additional Population
Houston HSDA	1	<ul style="list-style-type: none"> • Latino MSM • Black MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Black WSM • White MSM • PWID
Dallas HSDA	1	<ul style="list-style-type: none"> • Black MSM • Latino MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • White MSM • Black WSM
San Antonio HSDA	1	<ul style="list-style-type: none"> • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Black MSM • PWID • Latina WSM
Austin HSDA	1	<ul style="list-style-type: none"> • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Black MSM • PWID • Latina WSM
Fort Worth HSDA	1	<ul style="list-style-type: none"> • Black MSM • Latino MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • White MSM • Black WSM
El Paso HSDA	1	<ul style="list-style-type: none"> • Latino MSM • Latina WSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • White MSM
Brownsville HSDA	2	<ul style="list-style-type: none"> • Latino MSM • Latina WSM • Transgender/Gender Non-binary Persons 	NA
Tyler HSDA	2	<ul style="list-style-type: none"> • Black MSM • White MSM • Black WSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Latino MSM • PWID • MSM of other races
Galveston HSDA	2	<ul style="list-style-type: none"> • Latino MSM • White MSM • Black MSM 	<ul style="list-style-type: none"> • Black WSM • PWID

		<ul style="list-style-type: none"> • Transgender/Gender Non-binary Persons 	
Beaumont-Port Arthur HSDA	2	<ul style="list-style-type: none"> • Black MSM • Black WSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • PWID • Latino MSM • MSM of other races
Temple-Killeen HSDA	2	<ul style="list-style-type: none"> • Black MSM • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Black WSM • PWID
Corpus Christi HSDA	2	<ul style="list-style-type: none"> • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • PWID • Latina WSM
Permian Basin-Midland-Odessa HSDA	2	<ul style="list-style-type: none"> • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • PWID • Latina WSM • Black MSM
Waco HSDA	3	<ul style="list-style-type: none"> • Black MSM • White MSM • Latino MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Black WSM • PWID
Amarillo HSDA	3	<ul style="list-style-type: none"> • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • PWID • Black MSM • Latina WSM
Laredo HSDA	3	<ul style="list-style-type: none"> • Latino MSM • Latina WSM • Transgender/Gender Non-binary Persons 	NA
Lubbock HSDA	3	<ul style="list-style-type: none"> • Latino MSM • White MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Black MSM • PWID • Latina WSM
Lufkin HSDA	3	<ul style="list-style-type: none"> • White MSM • Black MSM • Black WSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • Latino MSM • PWID • Latina WSM

Bryan-College Sta. HSDA	3	<ul style="list-style-type: none"> • Latino MSM • Black MSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • White MSM • Black WSM
Texarkana HSDA	3	<ul style="list-style-type: none"> • White MSM • Black MSM • Black WSM • Transgender/Gender Non-binary Persons 	<ul style="list-style-type: none"> • PWID • Latino MSM • MSM of other races

2.4 ELIGIBLE SERVICE AREAS

The State of Texas is divided into twenty-six (26) HSDAs, see [Appendix 1: Texas Counties in HIV Service Delivery Areas \(HSDA\)](#). Twenty HSDA’s are eligible for grant funding under this RFA.

Eligible HSDA’s for program activity 1 and 3, described in **Section 2.5, Eligible Activities**, are: Dallas, San Antonio, Austin, Fort Worth, Houston (without City of Houston), El Paso, Brownsville, Tyler, Galveston, Beaumont-Port Arthur, Temple-Killeen, Corpus Christi, Permian Basin, Waco, Amarillo, Laredo, Lubbock, Lufkin, Bryan-College Station, and Texarkana.

Eligible HSDA’s for program activity 2, described in **Section 2.5, Eligible Activities**, are: Houston; Dallas; San Antonio; Austin; Fort Worth; El Paso HSDA’s

Note: Awards for providers in the Houston HSDA will be limited as this HSDA receives direct federal funding. If Applicant is currently receiving federal funds for HIV prevention from the City of Houston, it is not eligible to receive grant funding under this RFA.

Refer to [Appendix 2, Determination of Eligible HSDAs based on HIV Morbidity Scores](#) for more details on funding eligibility criteria and scoring of HSDAs.

Applicant shall be physically located the HSDA it proposes to serve and apply to serve at least one (1) county within an eligible HSDA. See [Appendix 1, Texas Counties in HIV Service Delivery Areas](#) for a list of counties in eligible HSDAs.

2.5 ELIGIBLE ACTIVITIES

The activities described in this RFA reflect the priorities and strategies in the [Texas HIV Plan](#) and the [National HIV/AIDS Strategy](#). All activities conducted under any Grant Agreement awarded as a result of this RFA shall support the goals and objectives of the [National HIV/AIDS Strategy 2022–2025](#), the [Texas HIV Plan](#), and [Achieving Together: A Community Plan to End the HIV Epidemic in Texas](#).

Grant funding under this RFA is available for three (3) program activities. Applicants must apply for activity 1. Activity 2 and activity 3 are optional.

1. **Activity 1, Testing (required):** Focused Human Immunodeficiency Virus (HIV) / Sexually Transmitted Infection (STI) / Hepatitis C Virus (HCV) Testing in Non-Traditional Settings.
 - a. Funding for **Activity 1: Testing** shall be used to engage individuals and communities most vulnerable to HIV and provide HIV, STI, and HCV testing, comprehensive prevention services and Linkage to Care for people living with HIV. Comprehensive services include a full STI panel, including viral hepatitis (if the Client meets eligibility criteria; see CDC guidance for eligibility criteria [Viral Hepatitis Guidelines and Recommendations | NPIN \(cdc.gov\)](#)), sexual and drug use history, prevention education, access to partner services, and disclosure support.
2. **Activity 2, HCV Prevention (optional):** Focused HCV Prevention and Navigation in Non-Traditional Settings;
 - a. Funding for **Activity 2: HCV Prevention** shall be used with an aim at serving persons with high prevalence of injection drug use, the Hepatitis C Virus (HCV), or HIV.
3. **Activity 3, Interventions (optional):** Innovative Interventions: Addressing Determinants of Health (optional).
 - a. Funding for **Activity 3: Interventions** shall be used to influence the social and environmental factors and organizational structures that create barriers to prevention for Priority Populations.

Eligible Applicants may apply for more than one (1) activity.

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

2.6 PROGRAM DESCRIPTIONS

A. **Activity 1: Testing: Focused HIV/STI/HCV Testing in Non-Traditional Settings (required)**

1. **Program Model:**

Focused HIV, STI, and HCV Testing in Non-Traditional Settings is a comprehensive initiative that combines community engagement and outreach, focused HIV, STI, and HCV testing, and status-neutral linkage to

and engagement in HIV-related treatment. These programs operate through various channels, including mobile units and outreach teams, to conduct free HIV, STI, and HCV testing and education in communities and areas where HIV prevalence is high. Grantees will coordinate their services with other HIV prevention and treatment providers and organizations that provide other relevant services to address barriers and fully engage Clients in the prevention and care continuums.

Grantees may focus on “meeting people where they are” for their active recruitment and outreach activities, including but not limited to traditional outreach, mobile outreach, targeted outreach (e.g., specific venues or locations), and enhanced peer outreach. Grantees may incorporate a rigorous community-informed approach to assess, plan, and implement recruitment and outreach strategies. Grantees shall use evidence-based practices, such as a social network strategy for HIV testing recruitment and tangible reinforcements to encourage testing or Linkage to Care, to enhance program effectiveness. System Agency encourages Grantees to leverage technology, such as mobile health applications and social media platforms to identify and reach people who need HIV testing services, provide education, and support, and increase awareness of HIV prevention services.

All Clients shall receive health education messaging tailored to their needs that includes Combination Prevention strategies. Not every testing event requires an Enhanced Assessment. In determining whether to offer an Enhanced Assessment in a particular testing session, Grantees shall consider the level of Client vulnerability, the Client’s desire for such services, and the appropriateness of the testing venue.

Creating a status-neutral HIV linkage program involves developing a system that equally provides access to HIV testing and linkage services regardless of a person’s HIV status. Grantees shall ensure services are inclusive, culturally responsive, and stigma-free.

A status-neutral approach in a Grantee’s HIV linkage program is imperative. Program services provide equal access to HIV testing and linkage services regardless of a Client’s HIV status. As in all aspects of prevention care, Grantees shall ensure services are inclusive, contextually, and culturally aligned with the populations served, and stigma-free.

2. **Program Logic Model:** The information below is a graphic depiction that demonstrates how the activities under any Grant Agreement awarded as a result of this RFA will contribute towards the goals and strategies of the

[Texas HIV Plan.](#) This information is intended to assist the Applicant in developing the Work Plan and Performance Measures required by this RFA.

Strategy 1: Increase awareness and understanding of HIV, STIs, and HCV within the public and the communities most impacted.		
Activities	Short-term and Intermediate Goals	Long Term Goals
<ul style="list-style-type: none"> • Educate the public on HIV, STIs, and HCV with messages that are factual, culturally responsive, and linguistically appropriate • Conduct outreach activities with healthcare providers and other relevant organizations • Engage community in recruitment, planning, and implementation efforts. 	<ul style="list-style-type: none"> • Increase general awareness of HIV, STIs and HCV. • Increase provider understanding of current HIV testing, treatment, and prevention options 	<ul style="list-style-type: none"> • Disseminate accurate information about HIV, STIs, and HCV • Improve health outcomes and reduce stigma related to HIV, STIs, and HCV among healthcare providers
Strategy 2: Promote models and innovative practices that effectively reach vulnerable individuals in communities and groups where HIV is most prevalent.		
Activities	Short-term and Intermediate Goals	Long Term Goals
<ul style="list-style-type: none"> • Ease access to and support continued use of HIV prevention services, including condoms, testing, Pre-Exposure HIV Prophylaxis (PrEP), and post-exposure prophylaxis (PEP) • Identify communities and individuals at greatest vulnerability and normalize HIV testing • Promote community outreach and education 	<ul style="list-style-type: none"> • Increase availability of HIV testing • Increase availability of condoms • Increase availability of PrEP and PEP 	<ul style="list-style-type: none"> • Increase the capacity of communities to address HIV and circumstances that increase vulnerability • Increase community participation in HIV testing, condoms, and PrEP and PEP

Strategy 3: Focus HIV, STI, and HCV testing on communities and groups where HIV is most heavily concentrated.		
Activities	Short-term and Intermediate Goals	Long Term Goals
<ul style="list-style-type: none"> • Conduct HIV testing among populations disproportionately affected by HIV • Provide integrated screening for STI and viral hepatitis, as appropriate 	<ul style="list-style-type: none"> • Increase the number of persons who are aware of their HIV status • Increase uptake of integrated screenings • Increase access to partner services 	<ul style="list-style-type: none"> • Reduce new HIV acquisition • Reduce HIV-related disparities
Strategy 4: Assure status neutral linkage systems are Client-centered and address the acute needs of Clients at the time of HIV testing		
Activities	Short-term and Intermediate Goals	Long Term Goals
<ul style="list-style-type: none"> • Refer persons who are not living with HIV to PrEP or PEP • Link persons living with HIV (new and previously diagnosed) to medical care and antiretroviral therapy (ART) • Provide or refer persons to essential medical and social supportive services • Refer persons newly diagnosed with HIV to partner services 	<ul style="list-style-type: none"> • Increase uptake of PrEP and PEP among people who are HIV-negative • Increase receipt of HIV care and ART among persons newly diagnosed with HIV • Increase receipt of HIV care and ART among persons previously diagnosed with HIV and not-in-care 	<ul style="list-style-type: none"> • Reduce new HIV acquisition • Improve health outcomes for persons diagnosed with HIV • Reduce deaths among persons diagnosed as living with HIV due to HIV-related causes • Increase number of persons living with HIV who are undetectable and virally suppressed

3. Program Staffing:

System Agency encourages staffing consideration be given to individuals with lived HIV experience or those who reflect the Priority Population of the HSDA.

The following are examples of a staffing structure:

- a. Program Manager/Clinical Administrator: Provides oversight of the program and ensures collaboration across other aligned activities within the organization.

- b. Program Coordinator/Supervisor: Provides direct oversight of testing staff and ensures staff comply with System Agency policies available at <https://www.dshs.texas.gov/hivstd/policy>.
- c. Testing Specialist: Provides testing services to Priority Populations in compliance with all program requirements as outlined in **Section 2.7**. Provides Enhanced Assessment with Clients as needed and uses status neutral strategies.
- d. Linkage to Care Specialist: Facilitates linkage to HIV medical care for people living with HIV.

B. Activity 2: HCV Prevention: Focused HCV Prevention and Navigation in Non-Traditional Settings (optional)

1. Program Model:

Program activities shall focus on comprehensive, outcome-focused approaches to preventing HCV and HIV infections associated with people who inject drugs (PWID), reducing overdoses and overdose deaths, and linking people to substance use treatment services, including medications for opioid use disorder.

Grantees shall focus on one (1) or more high-impact settings, working in collaboration with focused HIV/STI/HCV programs (funded under Activity 1) and other relevant community-based and healthcare organizations to provide prevention and treatment Navigation Services. System Agency encourages programs that incorporate interventions to also ensure increased access to prevention and treatment services.

System Agency will assess this program based on the number of people tested under Activity 1, the percentage of people diagnosed with HCV, and the number of people who initiate HCV treatment. Grantees shall incorporate a rigorous community-informed approach to assess, plan, and implement strategies and activities. Overall, the program aims to achieve a significant reduction in HCV prevalence and increase access to care and treatment among affected populations.

Recognizing the importance of community-led and local approaches, System Agency encourages Grantees to work collaboratively with community service providers with specialized experience and capacity for reaching PWID. This includes syringe services programs (SSPs), substance use disorder (SUD) treatment programs, hospital-based programs, State and local correctional settings, and other settings with a

demonstrated high prevalence of people with a history of current or past drug use.

2. Program Logic Model:

The information below is a graphic depiction that demonstrates how the activities under any Grant Agreement awarded as a result of this RFA will contribute towards the goals and strategies of the [Texas HIV Plan](#). This information is intended to assist the Applicant in developing the Work Plan and Performance Measures required by this RFA.

Strategy 1: Increase viral hepatitis diagnosis and treatment by providing Navigation Services for HCV treatment to people who are disproportionately impacted by HCV.		
Activities	Short-term and Intermediate Goals	Long-term Goals
<ul style="list-style-type: none"> • Implement prevention and intervention strategies to address emerging issues related to HCV and substance use, including testing, education, and harm reduction services • Link persons living with HCV to direct-acting antiviral (DAA) treatment • Provide or refer persons to essential medical and social supportive services 	<ul style="list-style-type: none"> • Increase awareness of HCV status • Increase access to HCV and HIV testing among PWID • Increase linkage to HCV treatment • Increase sustained virologic response (SVR) for HCV • Increase Referrals to Medication for Opioid Use Disorder (MOUD)/SUD treatment • Increase safer drug use strategies • Increase receipt of vaccination for Hepatitis B (HBV) and Hepatitis A (HAV) among PWID 	<ul style="list-style-type: none"> • Reduce new HCV infections • Improve health outcomes for people with HCV • Reduce HCV-related health disparities • Reduce mortality rate among people with HCV • Decrease overdose deaths among PWID

3. Program Staffing:

System Agency encourages staffing consideration be given to individuals with lived HIV experience or those who reflect the Priority Population of the HSDA.

The following are examples of a staffing structure:

- a. Harm Reduction Specialist: Provides education and testing services to Priority Populations in compliance with requirements as outlined in **Section 2.7**.
- b. HCV Navigator: Provides HCV linkage and Navigation Services in high-risk settings.
- c. Recovery Support Peer Specialist (RSPS)/Peer Recovery Support Specialist (PRSS)/Mental Health Peer Specialist (MHPS): delivers strengths-based, person-centered services to promote wellness, including harm reduction services, linkage to HCV treatment, MOUD/SUD treatment, or mental health services. These positions should support testing staff in Activity 1.
- d. Program Coordinator/Supervisor: Provides direct oversight of testing staff and ensures staff comply with System Agency policies.

C. Activity 3: Interventions- Innovative Interventions: Addressing Determinants of Health (optional)

1. Program Model:

For this activity, System Agency expects Grantees to move beyond focusing solely on a singular level of risk and use a multilevel approach to wholly integrate an innovative approach and intervention. Grantee shall work to reduce health inequities and new HIV acquisition by directly addressing social determinants of health (SDOH) such as lack of social support, access to transportation, access to medical care, access to medications, access to education, reducing stigma or policies or organizational practices that create barriers to prevention and treatment. Interventions may aim to improve health by changing policies, health system or organizational practices, and power structures. Grantees shall identify and provide solutions to overlapping epidemics (i.e., Syndemics) with innovation at the local level through this activity. Grantee shall describe, in detail, community-led projects that utilize strategic

partnerships to increase the acceptability and sustainability of interventions and other program designs.

Intervention models may include, but are not limited to the following areas of focus:

- a. Health Disparities;
- b. A Syndemic Response: (HIV/STI/HCV/drug overdose/mental health) understanding the multilevel and overlapping effects of these epidemics and their social and structural determinants;
- c. A paradigm shift;
- d. Community-level capacity building interventions;
- e. Interventions that address the fundamental and structural causes of health disparities: unstable housing, finance, education, employment, healthcare, counseling services, policy/legal, and transportation;
- f. Interventions that address implicit bias and the cultural gaps (social norms, language skills, interpretation, and translation) between providers and patients; or
- g. Telecommunication, telehealth, and mobile health initiatives in rural communities or under-resourced communities.

2.7 PROGRAM REQUIREMENTS

To meet the mission and objectives of the HIV Prevention Services Grant Program, Applicants shall include a proposed plan for Activity 1. Activities 2 and 3 are optional but may only be proposed in addition to Activity 1. All Applications shall include a written response to all of the information requested in each of following Forms: **Form C, Organizational Capacity; Form D, Organizational Approach; Form E, Performance Measures and Standards; Form F, Work Plan; Form F-1, Community Engagement Plan; and Form F-2, Client Engagement or Outreach Plan.** Applications shall be submitted in accordance with the instructions and requirements set forth in this RFA, its associated Appendices, Exhibits, and Forms.

Each Grant Project funded under this RFA must meet the following program requirements:

- A. **Activity 1: Testing: Focused HIV/STI/HCV Testing in Non-Traditional Settings (required)**

1. Grantee shall focus its services on at least one (1) locally relevant Priority Populations in an eligible HSDA. In addition to the selected Priority Population, Grantee may provide services to one (1) or more of the additional populations listed in an eligible HSDA. Grantee may provide services to more than one (1) HSDA but shall be physically located in one (1) of those eligible HSDAs.
2. Grantee shall deploy an HIV Prevention Services testing program that complies with provisions set forth in the System Agency HIV and STD Program Operating Procedures and Standards Manual, which is available at: [HIV and STD Program Operating Procedures and Standards | Texas DSHS](#)

[Chapter 1- Focused HIV Testing, Counseling, and Linkage for HIV Prevention](#)

[Chapter 2 – Quality Assurance for Focused HIV Testing](#)

[Chapter 25 – Tangible Reinforcements for HIV Prevention](#)
3. Grantee shall comply with the Centers for Disease Control program guidance on HIV testing in Non-Clinical Settings, which is available at: [Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers \(cdc.gov\)](#).
4. Grantee shall deploy Focused HIV Testing programs that expand the availability of HIV testing to their designated Priority Populations.
5. Grantee shall provide outreach and education to their designated Priority Populations that builds trust and support in the individuals and the community.
6. Grantee shall provide Clients who receive a positive HIV result, including preliminary positive results, the opportunity for in-person results counseling, as required by [Texas HSC §81.109](#).
7. Grantee shall use testing processes that follow the requirements in [Chapter 1- Focused HIV/STI/HCV Testing, Counseling, and Linkage for HIV Medical Care](#) Additionally, Grantee shall be qualified to conduct venipuncture in both field and Clinical Settings. Point-of-care (rapid) tests are permissible, but Grantee shall be prepared to perform immediate, on-site venipuncture to collect specimens for supplemental testing if the Client has a preliminary positive test result.

8. Grantee shall provide syphilis testing to all individuals testing for HIV, unless the Client refuses (i.e., “opts out”). Grantee shall recommend HCV testing and other STI testing to Clients, as appropriate. Grantee may collect specimens for additional testing concurrent with HIV testing including collecting specimens for extra genital screening for chlamydia, gonorrhea, and Hepatitis C testing.
9. Grantee shall facilitate initial Linkage to Care for newly diagnosed Clients and facilitate Engagement in Care for previously diagnosed Clients who are not currently in care. Grantee shall maintain active Referral partnerships with HIV medical care and supportive services. Grantee shall provide active Referrals as set forth in Subchapter 1.9, Counseling and Linkage for Persons Living with HIV in the HIV and STD Program Operating Procedures and Standards Manual.
10. Grantee shall operate its testing programs under the standing delegation orders of a physician as required by [Texas HSC §85.085](#). If HIV self-testing is a service offering, Grantee shall create and maintain policies and procedures that support its implementation. System Agency shall approve the policies and procedures prior to implementation.
11. Grantee shall maintain an active Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing.
12. Grantee shall submit data on program activities and Client contacts via the systems and in the formats specified by System Agency. Grantees shall provide program and individual-level data on each Client served by its program, including but not limited to:
 - a. Number of condoms distributed;
 - b. Client-level demographics of each Client receiving focused testing services, the tests performed, and results of such tests;
 - c. Information on Clients with positive test results, including Client names, to allow System Agency to verify diagnosis history;
 - d. Information on HIV-care status of all Clients with positive test results, including information on confirmed Referrals to HIV care; and
 - e. Information on PrEP and nPEP education and Referrals for Clients with negative HIV test results.

B. Activity 2: HCV Prevention: Focused HCV Prevention and Navigation in Non-Traditional Settings (optional)

1. Grantee shall coordinate HIV, STI, and HCV testing in Non-Clinical Settings.
2. Grantee shall develop systems and procedures for referring Clients to supportive prevention services, including HIV prevention, vaccination for the hepatitis A and B viruses, and other essential medical and social services.
3. Grantee shall provide care coordination services for Clients who test positive for HCV including, but not limited to, assisting Clients in accessing medical care, case management, and other supportive services.
4. Grantee shall provide individualized support services that ensure Clients receive the necessary healthcare services to manage their HCV infection.
5. Grantee shall refer Clients who receive a positive HCV result, including preliminary positive results, to HCV treatment. Grantee shall establish a Memorandum of Understanding (MOU) with a treatment provider if treatment is not offered by Grantee.
6. Grantee shall identify and address barriers to successful linkage to HCV medical care and coordinate with area providers that offer services to facilitate access to HCV-related care.
7. Grantee shall provide all Clients who request an HCV test with information on overdose prevention and tailored harm reduction education. Grantee shall support overdose prevention and harm reduction with educational materials created by System Agency.
8. Grantee shall submit data on program activities and Client contacts via the systems and using the formats specified by System Agency.
9. Grantee shall **not** use Grant funds for needles and syringes for illegal drug injection or other devices solely used for illegal drug injection.

C. Activity 3: Interventions: Innovative Interventions: Addressing Determinants of Health (optional)

1. Grantee shall design proposed activities that benefit the eligible Priority Populations for their service HSDA. This Activity shall include at least one (1) Priority Population.

2. Grantee shall propose programs on based upon theory, justified need, or observation. Local evaluation data may be used to provide context for preparation of the Application. Activities must have clearly identified outcomes.
3. Grantee shall deploy the activities specified in its Work Plan and conduct periodic assessments of progress that follow a formal evaluation plan. The evaluation plan shall include performance measures, data collection protocols, data analysis, and a process for program modification based on monitoring results. Grantee shall disseminate program outcomes to local stakeholders at the end of the Project Period.

D. Administrative Requirements for all Activities

1. Grantee shall comply with all applicable State and federal laws, rules, policies, standards, regulations, and guidelines, as amended, including but not limited to the following:
 - a. DSHS HIV and STI Program Operating Procedures and Standards (POPS), including any revisions, which is available at: [Program Operating Procedures and Standards \(POPS\) | Texas DSHS](#);
 - b. DSHS Policy Guidelines for Self-Collection and HIV self-testing kits, including any revisions, which is available at: [HIV/STD Program | Texas DSHS](#);
 - c. Any System Agency-issued letters or memos with additional directions and policies;
 - d. [Chapter 81](#) of the Texas Health and Safety Code (related to communicable diseases, public health disasters and public health emergencies);
 - e. [Chapter 85](#) of the Texas Health and Safety Code (related to acquired immune deficiency syndrome and HIV infection);
 - f. [Chapter 94](#) of the Texas Health and Safety Code (related to education and prevention programs for Hepatitis C);
 - g. Title 25 of the Texas Administrative Code (TAC), [Chapters 97](#) and [98](#), Subchapter C;
 - h. [Texas Government Code Section 531.02161](#) (related to delivery of an in-person service, requiring an option of that service via telecommunications or using information technology); and
 - i. HIV/STI Program and HIV/STI Unit policies and procedures, including but not limited to, [Policy 530.002](#) (related to prohibiting discrimination in program services) and [HIV Prevention Program Reports and Forms](#).
2. Grantee shall commence activities no later than ninety (90) days following the Project Period start date.

3. Grantee shall incorporate condom promotion, education, and distribution into all program activities.
4. Grantee shall establish, build, or maintain collaboration agreements (e.g., Memoranda of Understanding “MOUs”, service agreements) with other community-based organizations and medical providers to ensure the delivery of comprehensive services across the care continuum. Collaboration agreements must serve eligible Priority Populations.
5. Grantee shall create a model for continuous community feedback, input, and engagement, such as a community advisory board, to assist with programmatic decision-making.
6. Grantee shall participate in state and local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services. Grantee shall use community assessments to evaluate and improve recruitment, outreach, and condom distribution strategies and tailor education and recruitment efforts to their designated Priority Populations.
7. Grantee shall develop and implement campaigns and resources that provide education on comprehensive sexual health (e.g., HIV-related stigma, HIV vulnerability, and options for prevention such as PrEP and nPEP, testing, care, and treatment). Campaigns may include online and social media activities. Grantee shall monitor and record web analytics that describe service-related posts on different media platforms. Grantee shall provide this data to System Agency, upon request.
8. Grantee shall submit literature or materials it proposes to use in prevention activities for review and approval by a locally constituted review panel that meets the DSHS requirements which is available at <https://www.dshs.texas.gov/hivstd/info/pmpmp.shtm>. Grantee shall obtain System Agency verification and approval of any content or publication partially or fully funded by any grant award resulting from this RFA, and Grantee shall acknowledge System Agency.
9. Grantee shall deliver all services in a culturally responsive and sensitive manner, taking low health literacy into account, using the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. Grantee shall implement strategies that ensure its program is culturally, linguistically and educationally appropriate to the needs of the Priority Population(s).
10. Grantee shall work cooperatively with System Agency, as may be reasonably requested, to participate in special projects, public health initiatives, and activities to raise awareness of innovative HIV prevention practices to meet

the goals of the Texas HIV Plan at Texas DSHS HIV/STD Program – HIV and STD Planning.

11. Grantee shall ensure any grant funding awarded as a result of this RFA supplement, and do not duplicate, existing prevention activities in the Applicant’s HIV Service Delivery Area.
12. Grantee shall authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by System Agency.
13. Grantee shall budget grant funding to meet training requirements in a timely manner and ensure staff and volunteers are trained in accordance with the training requirements located at <https://www.dshs.texas.gov/hivstd/training/> and as otherwise directed by System Agency. Grantee shall document training requirements for all staff.
14. Grantee shall focus testing on communities and groups where HIV is most prevalent.
15. Grantee shall ensure successful linkage systems that not only create access to medical care for newly diagnosed individuals but also helps quickly identify and address barriers that may prevent individuals from following through with their HIV medical care.

2.8 DATA, SECURITY, AND CONFIDENTIALITY REQUIREMENTS

System Agency may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods at its sole discretion. In the event of such a change, System Agency will notify the Grantee at least thirty (30) days in advance of the new requirements, except in cases where the system in use suffers technical failure. System Agency will consider information submitted through its systems as the performance data of record in evaluating the attainment of goals and programmatic performance.

Grantee shall safeguard all confidential information accessed in the performance of this Grant Agreement in compliance with all applicable federal and State privacy, security, and breach notification laws and regulations, including without limitation the terms set forth in **Exhibit C – HHS Data Use Agreement – Standard Version 8.5 (if applicable)** or **Exhibit C-1, HHS Data Use Agreement - Governmental Entity Version 8.5 (if applicable)**.

The Grantee may include any data it obtains as a result of activities performed under this Grant Agreement in a report to a party other than System Agency, provided the Grantee acknowledges System Agency in the report and that the Grantee aggregates the data in such a way it does not identify any individual or personally identifiable information. The Grantee may not use data for research purposes for themselves or any other party without

the prior written approval of DSHS' Institutional Review Board and the DSHS Program. The Grantee may not share electronic data sets with other parties without the prior written approval of System Agency.

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit C, HHS Data Use Agreement – Standard Version 8.5** or **Exhibit C-1, HHS Data Use Agreement - Governmental Entity Version 8.5**, including but not limited to the terms and conditions regarding **Exhibit C-2, Data Use Agreement – Attachment 2 Security and Privacy Inquiry (SPI)**, attached to this RFA. The Grantee shall comply with all the following:

- A. The requirements for prevention data collection, submission, and quality assurance found in the Data Quality Performance Guidelines located on the DSHS Prevention Data Resources, available at: [Prevention Data Resources](#).
- B. The following DSHS policies and procedures:
 1. [2016.01 – HIV/STD Section Confidential Information Security Procedure](#)
 2. [2012.01 – HIV/STD Program Policies-Overall Responsible Party for TB/HIV/STD Surveillance Data](#)
 3. [2011.01 – HIV/STD Program Policies-Confidential Information Security](#)
 4. [2011.04 – HIV/STD Program Policies-Breach of Confidentiality Response](#)
 5. [302.001 – HIV/STD Program Policies-Release of TB/HIV/AIDS and STD Data](#)
- C. Create policies and procedures that comply with the following:
 1. [DSHS Local Responsible Party Handbook](#)
 2. [DSHS TB/HIV/STD Bi-Annual LRP Security Assessment](#)
- D. Submit data on program activities and Client contacts via the systems, in the formats, and by the submission deadlines specified by System Agency. System Agency, at its sole discretion, may change the program reporting requirements or formats during the Project Period based on program evaluation or reporting needs.
- E. Ensure that all data submitted to System Agency is complete and accurate. Grantee shall conduct data quality assurance prior to monthly and quarterly submissions, following quality performance guidelines. Grantee shall document data quality assurance activities and make them available for review by System Agency upon request.

- F. Implement policies and procedures for the use of data in a secure manner that protects Client privacy and prevents unauthorized access to and use of program data.
- G. Require every member of the Grantee's staff and volunteers sign an agreement pledging to abide by Grantee's data security policies and procedures. Grantee shall maintain these written agreements and make them available to System Agency upon request.
- H. Comply with all requests by System Agency to inspect, or require copies of, any of the documentation referenced in this Section in a timely manner. All documentation under any Grant Agreement awarded as a result of this RFA shall be readily available for inspection by System Agency staff during site visits.

2.9 QUALITY MANAGEMENT AND ASSURANCE REQUIREMENTS

Grantee shall:

- A. Maintain written monitoring and evaluation records of all staff involved in program activities, including those of any subgrantees. System Agency may specify which evaluation and monitoring tools to use. Information related to quality assurance activities, along with any other documentation associated with activities under any Grant Agreement awarded as a result of this RFA, is subject to review by the DSHS Program during program reviews and at any other time deemed necessary by System Agency.
- B. On an annual basis, develop an assessment tool and solicit feedback (e.g., Client surveys) from Clients served and create a summary of the Client feedback for each program component. The feedback assessment tool and feedback summary shall be available for review by DSHS Program during site visits.
- C. Use collected data, together with input from Clients and stakeholders, to improve services and ensure they meet the intended outcomes and emerging needs of the Priority Populations.
- D. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- E. Follow the appropriate [DSHS POPS](#) by program activity for quality assurance requirements.

Additionally, if the Grantee enters into any Agreement(s) with a subgrantee:

- A. Grantee shall be entirely responsible to System Agency for the performance of the subgrantee; and

- B. Grantee shall adequately monitor the implementation of interventions and other grant-funded activities including, but not limited to, the efficient and effective use of resources by the subgrantee(s), the capacity and performance of subgrantee staff, and ensure the subgrantee is properly collecting and reporting data. System Agency, at its sole discretion, may monitor the subgrantees' activities and conduct periodic site visits with prior notification to Grantee.
- C. Grantee shall maintain expertise in any subcontracted Project content, protocols, and methods, and provide technical assistance to subgrantee staff, as needed.
- D. Grantee shall individually, and with relevant subgrantee(s), cooperate with System Agency policies to address all concerns or problems identified during any Grant Agreement awarded as a result of this RFA.

2.10 REQUIRED REPORTS

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 shall submit the following reports by the noted due dates:

REPORT	REPORTING PERIOD	DUE DATE
LRP Security Assessment	January 1, 2025 – June 30, 2025	July 15, 2025
Financial Status Report	January 1, 2025 – June 30, 2025	July 31, 2025
LRP Security Assessment	July 1, 2025 – December 31, 2025	January 15, 2026
Financial Status Report	July 1, 2025 – December 31, 2025	February 15, 2026
Annual Progress Report	January 1, 2025 – December 31, 2025	February 15, 2026

**All reporting due dates may be subject to change based on CDC and System Agency reporting requirements.*

The Grantee shall submit the above-referenced reports to hivstreport.tech@dshs.texas.gov, with a copy to the designated DSHS Prevention Program Consultant.

Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

2.11 PERFORMANCE MEASURES AND MONITORING

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

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

Grantees shall regularly collect and maintain data that measures the performance and effectiveness of activities under any Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and any resulting Grant Agreement, or as otherwise specified by the System Agency.

Grantee (and each subgrantee or volunteer, if applicable) shall cooperate with direct monitoring by System Agency. System Agency will conduct monitoring via on-site or virtual visits and may or may not announce the visits. This monitoring may consist of the review of records and reports, interviews with staff, required forms, educational materials, and other materials pertaining to this Project, including testing documents (if applicable).

Grantee shall submit required an Annual Progress Report in the format specified by System Agency and by deadlines required by System Agency. The Annual Progress Reports shall include a cumulative data summary of Grantee's compliance with the performance measures for each relevant activity described in Grantee's completed **Form F, Work Plan; Form F-1, Community Engagement Plan; and Form F-2, Client Engagement or Outreach Plan** and a detailed response to all items listed in the Annual Progress Report.

System Agency will regularly assess the performance of Grantee, including but not limited to, compliance with program policies and procedures referenced in this RFA, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports. Failure to meet performance measures and comply with the

requirements and obligations in any Grant Agreement awarded as a result of this RFA will constitute breach of Contract.

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, Grantee shall 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.

2.12 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, Grantee shall submit semi-annual FSRs to System Agency by the last business day of the month following the end of the first six (6) month period and forty-five (45) days following the end of the second six (6) month period for System Agency review and financial assessment. Through submission of a FSR, Grantee certifies that:

- A. Any applicable invoices have been reviewed to ensure all grant-funded purchases of goods or services have been completed, performed, or delivered in accordance with Grant Agreement requirements;
- B. All Grantee-performed services have been completed in compliance with the terms of the Grant Agreement;
- C. The amount of the FSR added to all previous approved FSRs does not exceed the maximum liability of the Grant Agreement; and
- D. All expenses shown on the FSR are allocable, allowable, actual, reasonable, and necessary to fulfill the purposes of the Grant Agreement.

2.13 INVOICES AND PAYMENTS

Grantee shall submit invoices monthly, on the 30th day of the following month, or next business day if the 30th day falls on a weekend or holiday, to prevent delays in processing a subsequent month's invoicing. System Agency requires Grantee to submit, on a timely basis, a "zero" dollar invoice for a month in which it did not incur expenses. Grantee shall email invoices and System Agency provided voucher support documentation to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. Invoices received after the 30th of the month, or the next business day, are subject to denial of payment.

System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total grant award, Grantee's Budget may be subject to a decrease for the remainder of the Grant

Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

2.14 FINAL BILLING SUBMISSION

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

2.15 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

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

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

- (1) Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);
- (2) §§556.004, 556.005, and 556.006, Government Code; and
- (3) §§2113.012 and 2113.101, Government Code.

(b) In this section, “unit of local government” means:

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

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

Each Applicant may only submit one (1) Grant Application.

3.2 APPLICATION SCREENING REQUIREMENTS

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

- A. Be a governmental entity, a non-governmental entity, a not-for-profit organization, a for-profit entity or an association. Individuals are not eligible to apply.
- B. Be able to provide services in the eligible counties or HSDAs that they propose to serve and shall have a physical location that they propose to serve in one (1) of the HSDAs.

To be considered for award, Applicants shall execute **Exhibit A, HHS Solicitation Affirmations v. 2.4**, and provide all other required information and documentation set forth in this Solicitation. This RFA contains the requirements that all Applicants shall meet to be considered for award. Failure to comply with these requirements may result in disqualification of the Applicant without further consideration. Each Applicant is solely responsible for the preparation and submission of an Application in accordance with instructions contained in this RFA.

3.3 GRANT AWARD ELIGIBILITY

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

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

Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;

- D. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
- E. Applicant is not delinquent in taxes owed to any taxing authority of the State of Texas as of the Effective Date of this Grant Agreement.
- F. Applicant cannot have a staff member, including the executive director, serve as a voting member on the employer's governing body.

3.4 GRANTS FOR POLITICAL POLLING PROHIBITED

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

Article IV. Project Period and Grant Term

4.1 PROJECT PERIOD

The Project Period is anticipated to be **January 1, 2025**, through **December 31, 2025** with up to two (2) two-year renewals. Reimbursement will only be made for those allowable expenses that occur within the Project Period.

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

4.2 GRANT TERM

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

4.3 PROJECT CLOSEOUT

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

Article V. Grant Funding and Reimbursement Information

5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING

The anticipated total amount of State and federal funding available for the HIV Prevention Services grant program is **\$5,200,000.00** for the entire Project Period. It is System Agency’s intention to make multiple awards to Applicants that successfully demonstrate the ability to engage individuals and communities most vulnerable to HIV and provide HIV Prevention Services.

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 Budget in order to ensure grant funds are available for the broadest possible array of communities and programs.

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

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

Funding will be divided across the three (3) activities as shown in Table 2 below. For each activity, System Agency has estimated the number of awards to be made in each eligible area and has set award caps. The typical awards noted below should not be considered minimum awards. Applicants shall make reasonable estimates of the costs of their proposed programs when creating their Budget. System Agency reserves the right to change the funding allocations based on the quality and number of Applications for each activity or the availability of funds.

Table 2: Anticipated Levels of Funding for twelve (12) months for the RFA

Scope of Work		Anticipated Award Amount	Award Cap
Activity 1: Testing			
Focused HIV/STD/HCV Testing in Non-Traditional Settings			
Tier 1	Dallas	\$405,253	\$531,895
	San Antonio	\$364,728	\$478,705

	Austin	\$362,702	\$476,046
	Fort Worth	\$360,675	\$473,386
	Houston HDSA (without the City of Houston)	\$340,413	\$446,792
	El Paso	\$326,229	\$428,175
	Anticipated Number of awards: 8		
Tier 2	Brownsville; Tyler; Galveston; Beaumont-Port Arthur; Temple-Killeen; Corpus Christi; Permian Basin- Midland-Odessa HSDA	\$106,103	\$132,629
	Anticipated Number of awards: 6		
Tier 3	Waco; Amarillo; Laredo; Lubbock; Lufkin; Bryan-College Station; Texarkana HSDA	\$71,429	\$125,000
	Anticipated Number of awards: 4		
	Total Funding Available		\$4,000,000
Activity 2: HCV Prevention			
Focused HCV Prevention and Navigation in Non-Traditional Settings			
Tier 1	Houston, Dallas, San Antonio; Austin; Fort Worth; El Paso HSDA	\$100,000	\$125,000
	Anticipated Number of awards: 2		
	Total Funding Available		\$200,000

Activity 3:**Interventions: Innovative Interventions**

Tier 1	Dallas	\$94,559	\$118,199
	San Antonio	\$85,103	\$106,379
	Austin	\$84,630	\$105,788
	Fort Worth	\$84,158	\$105,197
	Houston HDSA (w/o City of Houston)	\$79,430	\$99,287
	El Paso	\$76,120	\$95,150
	Anticipated Number of Awards: 6		
Tier 2	Brownsville; Tyler; Galveston; Beaumont-Port Arthur; Temple-Killeen; Corpus Christi; Midland-Odessa HSDA	\$83,556	\$104,446
	Anticipated Number of Awards: 4		
Total Funding Available			\$1,000,000.00

System Agency reserves the right to reallocate funding awards between HIV Prevention service Activity categories.

Note: Awards for providers in the Houston HSDA will be limited as this HSDA receives direct federal funding. If Applicant is currently receiving federal funds for HIV prevention from the City of Houston, it is not eligible to receive grant funding under this RFA.

Funding awarded will be based on the merit and scope of the Application, HIV, STD, and HCV morbidity, HIV Service Delivery coverage area, and the availability of grant funding and is at the sole discretion of System Agency. Additional funding may become available during the five (5) year Project Period. System Agency, at its sole discretion, may reallocate grant funding between activities and eligible service areas.

5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS

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

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

5.3 GRANT FUNDING PROHIBITIONS

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

- A. Any use of grant funds to replace (Supplant) funds that have been budgeted for the same purpose through non-grant sources;
- B. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- C. 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;
- D. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- E. Vehicles for general agency use; to be allowable, vehicles shall have a specific use related to Project objectives or activities;
- F. 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;
- G. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs but such items may be pre-approved by System Agency for working events or where such costs are incurred for components of a program and are directly related to the program's purpose;
- H. 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;

- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the Grant Project;
- K. Any activities related to fundraising;
- L. 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;
- M. Any other prohibition imposed by federal, State, or local law; and
- N. 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

Matching funds are not required under this grant program.

5.5 PAYMENT METHOD

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

Article VI. Application Forms and Exhibits for Submission

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

6.1 NARRATIVE PROPOSAL

Using **Forms C, Organizational Capacity** through **I, Internal Control Questionnaire** attached to this RFA, Applicants shall provide an executive summary and describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Article II, Scope of Grant Project**. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Project Period. Applicants shall complete and submit all required attachments.

Applicants must submit the necessary information and documentation required in **Form E, Performance Measures and Standards**, related to all requirements, including reports and Deliverables. Applicants are required to submit annual reports or as required by System Agency.

Applicants must submit the necessary information and documentation required in **Form F, Work Plan; Form F-1, Community Engagement Plan; and Form F-2, Outreach Plan** that demonstrates how Applicant will fulfill the requirements described in the DSHS POPS and this RFA. System Agency may require Applicant submit a more detailed Work Plan within the first six (6) months of any Grant Agreement resulting from this RFA. System Agency will provide guidance at the time of Grant Award and work with Grantee during the first six (6) months of funding to facilitate development of the Work Plan.

6.2 REQUESTED BUDGET

Attached **Form G, Requested Budget Template**, of this RFA is the template for submitting the requested Budget. Applicants shall develop the requested Budget to support their Proposed Project and in alignment with the requirements described in this RFA Project Period.

Applicants shall 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 shall utilize the Budget templates provided, **Form G, Requested Budget Template**, and identify all Budget line items. Budget categories shall 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 shall enter all costs in the Budget tables and explain why the cost is necessary and how the cost was established. For Personnel costs, Applicants shall only include staff from up to two (2) levels of supervision/management.

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

Submission of Form G, Requested Budget Template, is mandatory. Applicants that fail to submit the requested Budget as set forth in this RFA with their Application will be disqualified.

6.3 INDIRECT COSTS

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

HHS typically accepts the following approved ICRs:

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

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 (10) percent (10%) de minimis rate or may request to negotiate an ICR with HHS.

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

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

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one (1) of the three (3) Indirect Cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter.

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

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

6.4 ADMINISTRATIVE APPLICANT INFORMATION

Using **Forms A, Applicant Information Page** through **B-2, Non-Profit or For-Profit Entity - Board of Directors and Principal Officers (if applicable)** attached to this RFA, Applicant shall provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

If Applicant, prior to responding to this RFA, committed to providing funding for activities defined in the Scope of Grant Project, then the Grantee shall provide the amount of funding previously committed in addition to the amount requested under this RFA.

1. Litigation and Contract History

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

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

Application may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual or grant obligations. Applicant must complete **Form B, Entity Information, Contract and Litigation History**, and submit with its Application.

2. Internal Controls Questionnaire

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

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	October 17, 2023
Applicant Conference Attendance is optional but highly recommended	October 24, 2023 at 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarification	November 15, 2023 at 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	Tentative Date December 6, 2023
Deadline for Submission of Applications NOTE: Applications shall be <u>RECEIVED</u> by System Agency by this deadline if not changed by subsequent Addenda to be considered eligible.	January 16, 2024 by 10:30 a.m. Central Time
Anticipated Notice of Award	July 2024
Anticipated Project Start Date	January 1, 2025

Applicants shall ensure their Applications are received by System Agency 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 System Agency reserves the right to change these dates at any time. At the sole discretion of System Agency, 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, System Agency, 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 email **only** to the Grant Specialist designated as System Agency's Sole Point of Contact listed below:

Name	John Norton
Title	Grant Specialist, HHSC Procurement and Contracting Services
Email	John.Norton2@hhs.texas.gov

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

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

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

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

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

7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

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

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

- A. RFA number;
- B. Section or paragraph number from this Solicitation;
- C. Page number of this Solicitation;
- D. Exhibit or other attachment and section or paragraph number from the exhibit or other attachment;
- E. Page number of the exhibit;
- F. Language, topic, section heading being questioned; and
- G. Question.

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

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

Questions or other written requests for clarification shall 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.

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

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

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

7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS

Responses to questions or other written requests for clarification will be consolidated and System Agency will post responses in one (1) or more Addenda on the [HHS Grants RFA](#) website. Responses will not be provided individually to requestors.

System Agency 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

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

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

7.7 EXCEPTIONS AND ASSUMPTIONS

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

and Requests for Clarification. Applicants seeking exceptions must submit their request using **Exhibit E, Exceptions**.

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

7.8 APPLICANT CONFERENCE

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

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

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

WEBINAR INFORMATION:

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

<https://attendee.gotowebinar.com/register/1501829962793537111>.

Webinar Instructions:

- A. Enter Webinar ID: 388-207-907
- B. Enter Attendee's business email
- C. To register, the participants shall have the following information ready:
 1. First and last name of each attendee/registrant;
 2. E-mail address for the attendee/registrant;
 3. Applicant's legal name; and
 4. Job title of attendee/registrant.

Article VIII. Application Organization and Submission Requirements

8.1 APPLICATION RECEIPT

Applications shall be received by System Agency by the Deadline for Submission of Applications specified in **Section 7.1, Schedule of Events**, or subsequent Addenda. System Agency 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 System Agency. It is the Applicant's responsibility to ensure its Application is received by System Agency 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 or, as applicable, the System Agency 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

- A. Applicants shall 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 (1) of the approved methods identified below. Applications submitted by any other method (e.g. facsimile, email) will not be considered and will be disqualified.
- B. **Submission Option #1 HHS Online Bid Room:** Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit I, Online Bid Room**. **File Size Limitation:** Restriction to 250MB per file attachment.

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

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

1. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.” USB drive shall include the completed **Form G, Requested Budget Template**, in its original Excel format.
2. One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act – Application Disclosure Requirements**. The copy shall 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 shall deliver Applications submitted via USB by one (1) 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 shall be clearly labeled with the following:

RFA No:	HHS0013263
RFA TITLE	HIV Prevention Services
DEADLINE FOR SUBMISSION OF APPLICATIONS	January 16, 2024 by 10:30 a.m. Central Time
SOLE POINT OF CONTACT’S NAME:	John Norton
APPLICANT’S NAME:	[Applicant’s legal name]

Applicants are solely responsible for ensuring the USB drives are submitted in sealed packaging that is sufficient to prevent damage to contents and delivered by 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 shall:

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

8.6 APPLICATION ORGANIZATION

The complete Application file .pdf shall:

- A. 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,”).

1. **Form G, Requested Budget Template**, is to be submitted in its original Excel format.
 2. Each Application section shall have a cover page with the Applicant's legal name, RFA number, and Name of Grant identified.
- B. Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies shall be identical to the original. All exhibits shall be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

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

- A. Withdraw its Application by submitting a written request to the Sole Point of Contact; or
- B. Modify its Application by submitting an entirely new submission, complete in all respects, using one (1) of the approved methods of submission set forth in this RFA. The modification shall be received by System Agency 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 (3) step selection process will be used to evaluate Applications:

- C. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;
- B. Evaluation based upon specific criteria; and
- B. 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 System Agency 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 System Agency, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. System Agency reserves the right to waive minor informalities in an Application. A “minor informality” is an omission or error that, in the determination of System Agency if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations v. 2.4**, or **Form G, Requested Budget Template.**

System Agency, 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 shall be submitted to the Sole Point of Contact e-mail address in **Section 7.2, Sole Point of Contact**, by the deadline set by System Agency. Failure to respond by the deadline may result in the rejection of the Application and the Applicant’s not being considered for award.

9.3 QUESTIONS OR REQUESTS FOR CLARIFICATION FOR APPLICATIONS

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

9.4 EVALUATION CRITERIA

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

Scoring Criteria: Qualified Applications shall be evaluated based upon:

- A. Organizational Capacity (**Form C, Organizational Capacity**) – 10%
- B. Organizational Approach (**Form D, Organizational Approach**) – 10%
- C. Performance Measures (**Form E, Performance Measures and Standards**) – 10%
- D. Work Plan (**Form F, Work Plan; Form F-1, Community Engagement Plan; and Form F-2, Client Engagement or Outreach Plan**) – 60%
- E. Budget (**Form G, Requested Budget Template**) – 10%

9.5 PAST PERFORMANCE

System Agency reserves the right to request additional information and conduct investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of the 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 the System Agency in its sole discretion, may result in the System Agency removing the Applicant from further consideration for award.

Past performance information regarding Applicants may include, but is not limited to notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of grants or Grant Agreements 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:

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

9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS

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

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, 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:

A. State of Texas Debarment and Warrant Hold

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

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

Applicant shall 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:

[SAM.gov | Exclusions Federal](#)

C. Divestment Statute Lists

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

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

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

D. HHS Office of Inspector General

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

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

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

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

For Grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee shall 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.

System Agency 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, the System Agency may consult with internal and external subject matter experts. The funding methodology for issuing final Grant Agreements will include the following identified factors:

- A. HIV, STI, and HCV morbidity;
- B. HIV Service Delivery coverage area;
- C. Cost effectiveness; and
- D. Availability of funding.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, and geographic distribution across the State, State priorities, reasonableness, availability of funding, cost-effectiveness, and other relevant factors.

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

- A. An in-depth discussion of the submitted Application and requested Budget; and
- B. Requests from System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application. These clarifications and additional details, as required, shall 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 (1) 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”) shall 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 an estimated 30 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, the 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 the System Agency.

System Agency may announce tentative funding awards through an “Intent to Award Letter” once the HHSC Deputy Commissioner and relevant System Agency 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, System Agency 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 (2) years to provide HIV Prevention Services.

11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

In procuring goods and services using funding awarded under this RFA, Grantee shall 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 the 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 shall:

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 v. 2.4, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and

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

- a. The copy shall 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 shall be redacted (blacked out); and
- c. Applicant shall identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (3) of this section shall 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 shall be no redactions in the Original Application.

By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations v. 2.4, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the HHS’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, HHS, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.

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

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

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

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general’s Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-

OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY

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

Article XIII. Submission Checklist

HHSC, in coordination with the System Agency, in its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations v. 2.4 (completed and signed), and Form G, 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 shall be organized in the order below and include each required section and the forms and exhibits identified within a section:

1. Administrative Information

- a. Form A, Applicant Information Page
- b. Form B, Entity Information, Contract and Litigation History
- c. Form B-1, Governmental Entity – Authorized Officials (if applicable)
- d. Form B-2, Non-Profit or For-Profit Entity, Board of Directors and Principal Officers (if applicable)
- e. Form I, Internal Controls Questionnaire

2. Narrative Proposal - The Narrative Proposal shall 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, Organizational Capacity
- b. Form D, Organizational Approach
- c. Form E, Performance Measures and Standards
- d. Form F, Work Plan
- e. Form F-1, Community Engagement Plan

- f. Form F-2, Client Engagement or Outreach Plan
- g. Form G, Requested Budget Template

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

- h. Form H, Indirect Cost Rate Questionnaire

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

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

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

- b. Exhibit C, HHS Data Use Agreement – Standard Version 8.5 – Attachment 1 Subcontractor Agreement Form (if applicable)**
- c. Exhibit C-1, HHS Data Use Agreement - Governmental Entity Version 8.5 – Attachment 1 Subcontractor Agreement Form (if applicable)**
- d. Exhibit C-2, Data Use Agreement - Attachment 2 Security and Privacy Inquiry (SPI)
- e. Exhibit D, Assurances – Non-Construction Programs
- f. Exhibit E, Exceptions
- g. Exhibit F, Federal Funding Accountability and Transparency Act (FFATA) Certification Form
- h. Exhibit H, Certification Regarding Lobbying
- i. Addenda Acknowledgement (if applicable)

Applicant shall complete, sign and submit either **Exhibit C or **Exhibit C-1** depending on whether Applicant is a governmental entity, a non-governmental entity, a not-for-profit organization, a for-profit entity or an association.

Article XIV. List of Forms and Exhibits Attached to RFA

Forms

Form A, Applicant Information Page

Form B, Entity Information, Contract and Litigation History

Form B-1, Governmental Entity – Authorized Officials

Form B-2, Non-Profit or For-Profit Entity – Board of Directors and Principal Officers

Form C, Organizational Capacity

Form D, Organizational Approach

Form E, Performance Measures and Standards

Form F, Work Plan

Form F-1, Community Engagement Plan

Form F-2, Client Engagement or Outreach Plan

Form G, Requested Budget Template

Form H, Indirect Cost Rate Questionnaire

Form I, Internal Controls Questionnaire

Exhibits

Exhibit A, HHS Solicitation Affirmations v. 2.4

Exhibit B, HHS Uniform Terms and Conditions-Grant v. 3.2

Exhibit C, HHS Data Use Agreement – Standard Version 8.5

Exhibit C-1, HHS Data Use Agreement - Governmental Entity Version 8.5

Exhibit C-2, Data Use Agreement - Attachment 2 Security and Privacy Inquiry (SPI)

Exhibit D, Assurances – Non-Construction Programs

Exhibit E, Exceptions

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

Exhibit G, Evaluation Tool

Exhibit H, Certification Regarding Lobbying

Exhibit I, Online Bid Room

Appendices

Appendix 1, Texas Counties in HIV Service Delivery Areas (HSDA)

Appendix 2, Determination of Eligible HSDAs based on HIV Morbidity Scores

Appendix 3, Selecting Locally Relevant Focus Populations