

**Texas Higher
Education
COORDINATING BOARD**

REQUEST FOR APPLICATIONS

GEER II-Nursing Innovation Grant Program

2023

Nursing Grant Pipeline

28384

APPLICATION DEADLINE: 11:59 p.m. CST/CDT, November 30, 2022

Contents

1.	OVERVIEW OF FUNDING OPPORTUNITY	1
1.1.	PROGRAM TITLE	1
1.2.	SYNOPSIS OF PROGRAM.....	1
1.3.	PROGRAM AUTHORITY	1
1.4.	POINT OF CONTACT.....	2
1.5.	INQUIRIES.....	2
2.	AWARD SUMMARY	2
2.1.	MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED	2
2.2.	GRANT PERIOD	2
2.3.	SELECTION FOR FUNDING	3
2.4.	APPLICATION TIMELINE.....	3
3.	ELIGIBILITY REQUIREMENTS.....	3
3.1.	ELIGIBLE APPLICANT.....	3
3.2.	ELIGIBLE PROJECTS.....	3
3.3.	MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT	3
3.4.	NOTICE OF INTENT TO APPLY	3
4.	APPLICATION SUBMISSION	4
4.1.	APPLICATION DEADLINE: 11:59 P.M., NOVEMBER 18, 2022	4
4.2.	THECB CONFIRMATION OF APPLICATION RECEIPT.....	4
4.3.	COST OF APPLICATION PREPARATION.....	4
4.4.	APPLICATION DELIVERY AND LATE APPLICATIONS	4
5.	PROGRAM BACKGROUND	5
5.1.	DETAILED PROGRAM OVERVIEW	5
6.	PROJECT REQUIREMENTS.....	5
6.1.	FUNDING RESTRICTION	5
6.2.	ALLOWABLE COSTS AND PROHIBITED COSTS.....	6
6.2.1.	<i>Allowable Cost Categories.....</i>	<i>6</i>
6.2.2.	<i>Prohibited Costs.....</i>	<i>6</i>
6.2.3.	<i>Budget Changes.....</i>	<i>7</i>
7.	AWARD SELECTION CRITERIA.....	7
7.1.	APPLICATION SCREENING	8
7.2.	GENERAL CRITERIA FOR AWARD SELECTION	8
7.3.	RECOMMENDATION FOR FUNDING.....	9

8.	APPLICATION FORMAT AND CONTENT	9
8.1.	CERTIFICATION OF APPLICATION INFORMATION (FORM 1).....	10
8.2.	PROJECT NARRATIVE (FORM 2).....	10
8.2.1	<i>Contact Information</i>	10
8.2.2	<i>Project Summary</i>	10
8.2.3	<i>Description of Applicant and Partners</i>	11
8.2.4	<i>Assessment of Need</i>	11
8.3.	PROJECT WORK PLAN OR TIMELINE (FORM 3)	12
8.3.1	<i>Project Goal Statement</i>	12
8.3.2	<i>Major Project Objectives and Expected Outcomes</i>	12
8.4.	PROJECT EVALUATION	12
8.5.	BUDGET (FORM 4)	12
8.6.	FINANCIAL VIABILITY	13
8.7.	EVIDENCE OF LEADERSHIP COMMITMENT	13
9.	DISTRIBUTION OF AWARD FUNDS	13
9.1	ISSUANCE OF GRANT AWARD	13
9.2	“DISCLOSURE OF INTERESTED PARTIES” REQUIREMENT	13
9.3	FUNDS DISBURSEMENT AND PAYMENT TERMS.....	14
9.4	LAST DAY OF EXPENDITURES.....	14
9.5	RETURN OF UNEXPENDED FUNDS.....	14
10.	MONITORING AND REPORTING REQUIREMENTS	15
10.1.	MONITORING	15
10.2.	PROJECT/PROGRAM NARRATIVE REPORTS.....	15
10.3.	FINANCIAL REPORTS.....	16
11.	TERMS AND CONDITIONS	16
11.1	TERMINATION	16
11.15.1	CONVENIENCE OF THE STATE.....	16
11.15.2	TERMINATION FOR CAUSE	16
11.15.3	ABANDONMENT OR DEFAULT	17
11.15.4	APPLICABLE LAW AND CONFORMING AMENDMENTS	17
11.15.5	EXCESS OBLIGATIONS.....	17
11.15.6	EFFECT OF TERMINATION.....	18
11.15.7	TRANSFER OF DUTIES.....	18

11.2	AMENDMENT	18
11.3	INDEMNIFICATION	18
11.4	SOVEREIGN IMMUNITY.....	19
11.5	ASSIGNMENT	19
11.6	DELEGATION OR SUBCONTRACTING	19
11.7	RIGHT TO AUDIT AND RECORDS RETENTION.....	20
11.8	TIME AND EFFORT RECORDKEEPING	21
11.9	UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AND UNIFORM GRANT MANAGEMENT STANDARDS	21
11.10	FORMS, ASSURANCES, AND REPORTS	21
11.11	SITE VISITS.....	22
11.12	SUPPLANTING PROHIBITION	22
11.14	APPLICABLE CONDITIONS AND UNIFORM ASSURANCES	22
11.15	RIGHT TO AUDIT AND RECORDS RETENTION.....	22
11.15.1	RECORDS AND ACCOUNTS	22
11.15.2	FAILURE TO COMPLY.....	23
11.16	CHILD SUPPORT OBLIGATION FAMILY CODE (IF APPLICABLE)	23
11.17	DISPUTE RESOLUTION	24
11.18	PUBLIC DISCLOSURE.....	24
11.19	CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA.....	25
11.19.1	PUBLIC INFORMATION ACT	25
11.19.2	FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.....	26
11.19.3	PROTECTION OF CONFIDENTIAL DATA (COVERED DATA AND INFORMATION)	26
11.19.4	ACKNOWLEDGMENT OF ACCESS TO COVERED DATA AND INFORMATION	26
11.19.5	PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI.....	27
11.19.6	RETURN OR DESTRUCTION OF CDI	27
11.19.7	BREACH	27
11.19.8	MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION	27
11.19.9	SECURITY CONTROLS FOR AGENCY DATA	27
11.19.10	REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION.....	28
11.20	INFRINGEMENTS	28
11.21	OWNERSHIP/WORK MADE FOR HIRE	29
11.22	GOVERNING LAW AND VENUE	30
11.23	ADDITIONAL GRANTEE RESPONSIBILITIES	31
11.24	CONFLICT OF INTEREST.....	31
11.25	DISCLOSURE OF INTERESTED PARTIES	32

11.26	FINANCIAL INTERESTS AND GIFTS	32
11.27	ANTITRUST	32
11.28	EQUAL OPPORTUNITY	32
11.29	INDEPENDENT CONTRACTOR.....	33
11.30	ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES	33
11.31	TAXES, WORKERS' COMPENSATION INSURANCE, AND UNEMPLOYMENT INSURANCE, INCLUDING INDEMNITY.....	34
11.32	PROHIBITION ON USE OF FUNDS FOR LOBBYING	34
11.33	BUY TEXAS.....	35
11.34	PROVISION OF SERVICES	35
11.35	FORCE MAJEURE	35
11.36	NOTICE	35
11.37	FALSE STATEMENTS AND BREACH OF REPRESENTATIONS	36
11.38	SEVERABILITY AND WAIVER	36
11.39	HUMAN TRAFFICKING PROHIBITION	36
11.40	FOREIGN TERRORIST ORGANIZATIONS	36
11.41	SYSTEM FOR AWARD MANAGEMENT.....	37
11.42	NOTIFICATION OF CONTRACT	37
11.43	INSURANCE	37
11.44	KEY PERSONNEL	39
11.45	DEBTS AND DELINQUENCIES TO THE STATE	40
11.46	DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES	40
11.47	SUSPENSION AND DEBARMENT.....	40
11.48	EXCLUDED PARTIES	40
11.49	E-VERIFY: U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM	41
11.50	DRUG-FREE WORKPLACE	41
11.51	NO COMMISSIONS	41
11.52	APPLICABLE TAXES	41
11.53	ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS.....	42
11.54	SMOKING POLICY	42
11.55	SUBSTITUTIONS.....	42
11.56	CONTRACTING INFORMATION RESPONSIBILITIES	42
11.57	CYBERSECURITY TRAINING.....	43
11.58	DISASTER RECOVERY PLAN	43
11.59	ENTIRE AGREEMENT AND ORDER OF PRECEDENCE	43
	APPENDIX A: RFA DEFINITIONS.....	46

APPENDIX B: CALENDAR OF EVENTS 48
APPENDIX C: APPLICATION EVALUATION FORM 49
APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS..... 50
APPENDIX E: SAMPLE NOTICE OF GRANT AWARD 51
APPENDIX F: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM..... 53
APPENDIX G: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION..... 56
**APPENDIX H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
..... 57**

1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

GEER II-Nursing Innovation Grant Program (GEER II-NIGP): Nursing Faculty Pipeline

1.2. SYNOPSIS OF PROGRAM

The GEER II-Nursing Innovation Grant Program: Nursing Faculty Pipeline is established to support nursing programs approved by the Texas Board of Nursing that prepare Texas students for careers in nursing at Texas public and independent institutions of higher education. Specifically, these funds will be utilized to develop innovative solutions to address the shortage of nursing faculty, which currently inhibits the ability to educate more nurses in the state. Such shortages were exacerbated by the COVID-19 pandemic. This program is designed to combat the ongoing impacts of the COVID-19 pandemic and the ongoing challenges related to the state's nursing pipeline. Funding will support programs by developing or amplifying new activities and projects that promote innovation in the nursing faculty pipeline, including increasing nursing preceptors and simulation coordinators. The agency has dedicated \$8.5 million of Governor's Emergency Education Relief (GEER) funding through the Coronavirus Response and Relief Supplemental Appropriations Act to support this program.

This Request for Applications (RFA) is to support eligible Applicants that intend to innovate or amplify projects that are designed to alleviate the nursing faculty pipeline challenges that exist in the state, specifically the shortage of nursing faculty and simulation coordinators, who are essential in educating nurses. Funded projects will provide insight into this issue and, depending on the success of projects, may reveal promising practices to be shared more broadly with nursing educators. Nursing Innovation Grants will be awarded based upon the Applications that are submitted by institutions and will be evaluated by agency staff. Agency staff will gather fiscal and program reports based on federal reporting requirements in the contract. Federal reporting requirements are outlined in Appendix H.

1.3. PROGRAM AUTHORITY

Current funding for this program is provided by the Governor's Emergency Education Relief (GEER) Fund which was funded by the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021 Pub. L. No. 116-260 (December 27, 2020). GEER was established in the Coronavirus Aid,

Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136 (March 27, 2020).

1.4. POINT OF CONTACT

All inquiries and communications concerning this RFA shall be directed in **writing** via email to:

Carl Krueger
Senior Policy Director
Texas Higher Education Coordinating Board
Email: Carl.Krueger@highered.texas.gov
Phone: 512-427-6101

1.5. INQUIRIES

All inquiries shall be directed to Point of Contact. Applicants and prospective Applicants must not discuss an Application, including a Notice of Intent to Apply, or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an Application. All responses by THECB must be in writing to be binding.

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an Addendum to the RFA to all Applicants that have submitted a Notice of Intent and/or an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to Carl.Krueger@highered.texas.gov.

2. AWARD SUMMARY

2.1. MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of available funding, THECB anticipates awarding up to \$8.5 million for this grant program. THECB anticipates twenty awards not to exceed \$425,000 per Grant Award for the Grant Period.

2.2. GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) and will conclude on August 31, 2023. Grant funds must be obligated no later than June 30, 2023. Awarded Applicants may have contractual obligations that extend beyond the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support GEER II-Nursing Innovation Grants in Fiscal Year (FY) 2023 will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

2.4. APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline below. A Calendar of Events for the entire Grant Period is in Appendix B.

Dates	Application Steps
November 30, 2022	Application Deadline
December 16, 2022	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

An Eligible Applicant (Eligible Applicant or Applicant) is a program approved by the Texas Board of Nursing that prepares students for initial licensure as registered nurses at Texas public institutions of higher education and Texas independent institutions of higher education, as defined in Texas Education Code § 61.003.

3.2. ELIGIBLE PROJECTS

Applications submitted under this RFA must develop innovative strategies to improve the nursing faculty pipeline in Texas, as defined in Section 7.3, which details general criteria for award selection.

3.3. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one (1) Application.

3.4. NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is not required.

4. APPLICATION SUBMISSION

4.1. APPLICATION DEADLINE: 11:59 p.m., November 30, 2022

Applications must be:

- completed according to the guidelines in Section 8;
- submitted by an authorized agent of the Applicant entity; and
- submitted via email to Carl.Krueger@highered.texas.gov to the Point of Contact listed in Section 1.4.

Submission of an Application confers no rights of Applicant to an award or to a subsequent grant if there is one. The issuance of this RFA does not guarantee that a grant will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the grant and/or extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.

4.2. THECB CONFIRMATION OF APPLICATION RECEIPT

THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant antivirus or other security software.

THECB will confirm Application receipt via email within **three (3)** state business days of THECB's receipt. If an Applicant does not receive such confirmation from THECB, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application.

4.3. COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to THECB by any successful or unsuccessful Applicant.

4.4. APPLICATION DELIVERY AND LATE APPLICATIONS

Applications must be submitted by an authorized agent of the Applicant. Applications shall be considered to be "on time" if they are received on or

before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadlines outlined in Section 4. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

5. PROGRAM BACKGROUND

5.1. DETAILED PROGRAM OVERVIEW

To help address the ongoing need for nurses across the state, THECB has dedicated \$8.5 million of Governor's Emergency Education Relief (GEER) funding through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) to improve the state's nursing pipeline and support nursing programs approved by the Texas Board of Nursing that prepare Texas students for careers in nursing at Texas public and independent institutions of higher education.

Specifically, these funds will be utilized to develop innovative solutions to address the shortage of nursing faculty, which currently inhibits the ability to educate more nurses in the state. Funding will support programs by developing or amplifying new activities and projects that promote innovation in the nursing faculty pipeline, including increasing nursing preceptors and simulation coordinators.

The programs funded will provide an opportunity for Applicant's to amplify projects that are intended to alleviate the nursing faculty pipeline challenges that currently exist, specifically the shortage of nursing faculty and simulation coordinators, who are essential in educating nurses. Funded projects will also provide insight into this issue and, depending on the success of projects, may reveal promising practices to be shared more broadly with nursing educators.

6. PROJECT REQUIREMENTS

6.1. FUNDING RESTRICTION

GEER II-NIGP funds shall not be substituted for any other funds available to Applicant or any program or project partners. Awarded funds shall be spent only on expenses that support the GEER II-NIGP as documented in the Applicant's Budget and Timeline.

6.2. ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1. Allowable Cost Categories.

Necessary and reasonable costs in the budget categories below are allowable:

Personnel Compensation/Staff Time and Effort - Compensation may include a portion of salaries, wages, and benefits of personnel, including, but not limited to the following positions:

- Faculty and staff at the Applicant institution, including for work performed related to simulation, curriculum, and clinical evaluation to address challenges related to clinical learning experiences.
- Graduate assistantships supporting clinical learning experiences.

Travel - Travel expenses are allowed for personnel conducting activities directly related and necessary to the grant project. These costs must be specifically identified and justified in the Application Budget, the Final Award Budget, or a budget subsequently approved by THECB via a Budget Change Request. Travel expenses must be consistent with federal guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness.

Other Direct Costs - Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the Application budget and the negotiated award budget.

6.2.2. Prohibited Costs

The following costs are prohibited:

- Costs incurred prior to the Grant Period;
- Costs already budgeted, encumbered, or incurred with other funds available to the Applicant or partners;
- Student financial assistance that is not graduate assistantships supporting clinical instruction;
- Salaries or other forms of personnel compensation that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position);

- Incentive payments, including but not limited to gift cards or gas cards;
- Construction of facilities, major renovations including structural changes, architect's fees, and feasibility studies;
- Fees for facility rental at the Applicant institution;
- Application fees and costs related to institutional or programmatic accreditation;
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price of approved equipment;
- Food and beverages not considered as per diem for travel;
- Alcohol;
- Foreign travel;
- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), cost effectiveness, and reasonableness;
- Indirect costs; and
- Any other non-allowable costs specified in the Federal Uniform Grant Guidance or the CRRSAA.

6.2.3. Budget Changes

Budget changes up to 25% do not require prior approval from THECB; anything above 25% requires submission of a Budget Change Request and written authorization from THECB's Point of Contact for the GEER II-Nursing Innovation Grant Program.

7. AWARD SELECTION CRITERIA

Each Applicant shall satisfy Section 3. Eligibility Requirements to be considered during the award selection process. Applicants shall be selected for funding on a competitive basis.

This RFA is designed to issue Grant Awards that provide the best overall value to the state within the goals and parameters of the GEER II-Nursing Innovation Grant Program. Selection criteria shall be based on eligibility requirements, funding priorities (if applicable), and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB or GEER-funded grants.

7.1. APPLICATION SCREENING

THECB staff shall conduct an initial screening of Applications to determine if they adhere to the Grant program requirements contained in the RFA. An Application must meet RFA requirements and be submitted with proper authorization on or before the day specified by THECB to qualify for further consideration.

All incomplete, ineligible, or otherwise non-compliant applications will not be considered for funding. It is anticipated that THECB staff will notify Applicants eliminated through the screening process within thirty (30) days of the submission deadline.

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to the funding priority categories and general selection criteria described in Section 7.2.

7.2. GENERAL CRITERIA FOR AWARD SELECTION

Three reviewers will independently score each application on the program elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success. Applications will be ranked from highest to lowest based on all three scores.

Project Design

- The project is well-defined and includes research-based evidence to indicate the project will improve the state's nursing faculty pipeline through innovative approaches to increasing the number of nursing preceptors or simulation coordinators. (10 Points)
- The project can be completed within the Grant Period. (10 Points)
- The proposed project clearly outlines objectives, outcomes, and provides information on the characteristics of the program's community service area, the economic impact of the project on the community, overall medical provider ability, challenges to provider recruitment, and other relevant issues. (20 Points)

Project Goals

- Project goals align with overall goals of the RFA to develop innovative approaches to addressing the need for more nursing faculty and simulation coordinators in the state. (10 Points)
- Project goals are realistic and appropriate to the goals of the Applicant and are described in sufficient detail. (10 Points)
- The proposed project activities will likely continue after the Grant Period ends and are replicable in other sites. (10 Points)

Evaluation and Expected Outcomes

- The proposed project evaluation for determining the success of the project is described in sufficient detail and includes relevant information/data. (10Points)
- The expected outcomes are achievable using the resources and plans the Applicant submits. (10 Points)
- The expected outcomes would make a significant impact on increasing the number of nursing faculty and simulation coordinators to improve the nursing pipeline in Texas. (20 Points)
- The Applicant's budget indicates financial resources are appropriately allocated to meet project goals and objectives. (10 Points)

Reviewers will use the General Selection Criteria to score applications. The Application Evaluation Form is in Appendix C.

7.3. RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education.

8. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.7 of this RFA. The Application Forms are available on the THECB website:

<https://www.highered.texas.gov/institutional-resources-programs/institutional-grant-opportunities/geer-ii-nursing-innovation-grant-program/>

In completing the Application, Applicants should provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Section 7.2 and 7.3 of this RFA.

8.1. CERTIFICATION OF APPLICATION INFORMATION (FORM 1)

The Certification Page provides a signature by an authorized institutional representative to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to bind the Applicant institution.

8.2. PROJECT NARRATIVE (FORM 2)

8.2.1 Contact Information

Provide Applicant contact information. Provide Partner contact information (if applicable). Provide location information on the proposed program/project.

8.2.2 Project Summary

The summary must identify the Project Goal Statement (see Section 8.3.1) and provide a brief description of the overall project plan, including targeted program components.

Explain how funding, if awarded, would enhance innovation in the nursing faculty pipeline and increase nursing preceptors and simulation coordinators.

Describe in detail how the project will implement GEER II-NIGP. Application must address the following questions:

- What are the anticipated challenges of increasing nursing preceptors and simulation coordinators to enhance the nursing faculty pipeline and how do you plan to overcome those challenges?
- What evidence-based research and/or data can you include to indicate how your project will improve the nursing faculty pipeline in the state?
- Will project goals align with the overall goals of the RFA to develop innovative approaches to addressing the need for more nursing faculty and simulation coordinators?

- Are the project goals well-defined, realistic, and achievable using the plans and resources outlined in your application?
- How will current faculty, staff, and administration support the project?
- How will your project help to sustain an increase in the nursing faculty pipeline after grant funding ends and can your project be replicated at other sites?

8.2.3 Description of Applicant and Partners

Provide information on Applicant and Partners (if applicable) expected to participate in the program/project, including expected detailed information on their roles and contributions. Clearly describe participants' level of commitment to the project, including percent of work allocated to project. Include information about any third party or Partner involvement. Provide clear explanation of relationship between Applicant and Partner, include whether the Applicant would delegate authority or responsibilities. Provide documentation per Section 8.7.

8.2.4 Assessment of Need

In no more than two pages, describe the following:

- The challenges related to the nursing pipeline in Texas and the need for more clinical learning experiences and preceptorships currently faced and anticipated and how those challenges and needs will be addressed with evidenced-based approaches in the proposed project. The description should correspond to the information provided in Section 8.2.2 regarding targeted project components.
- Delineate any relationship between the proposed project and other related programs or projects managed by the Applicant's faculty and staff, including how the proposed GEER II-NIGP project would ensure that resources would not be expended on overlapped or duplicated efforts.
- How GEER II-NIGP funds, if awarded, would be utilized to address the identified challenges.

8.3. PROJECT WORK PLAN OR TIMELINE (FORM 3)

Project Work Plan should include the Project Goal Statement, objectives, activities, and outcomes. Generally, each objective would be supported by one or more activities, processes, and/or deliverables.

8.3.1 Project Goal Statement

The Project Goal Statement shall identify the ultimate outcome of the project.

8.3.2 Major Project Objectives and Expected Outcomes

Major Project Objectives measure the progress toward the project goal. Objectives should be specific and measurable. Applicants should include all project objectives and expected outcomes that support achievement of the project goal identified in Section 8.3.1

The expected outcomes should be clearly articulated, relate to the objective, and include appropriate measures for assessment of those objectives.

8.4. PROJECT EVALUATION

Project evaluation is incorporated into the Project Work Plan. Awarded Applicants must document status of expected outcomes during required project reporting. After the end of the funding period, Awarded Applicants must report on the final outcome of each identified project objective. Section 10 provides detail on grant reporting requirements.

THECB may conduct an evaluation to assess the statewide effectiveness of the program/project.

8.5. BUDGET (FORM 4)

Applicant must complete the Budget. A separate budget must be submitted for each Partner that would participate in GEER II-Nursing Innovation Grant program funding. The budget must include:

- A reasonable estimate of funds expenditures over the Grant Period; and
- Amounts and justification of allowable funds expenditures by category and year (Refer to Section 6.2).

THECB shall negotiate a Final Award Budget with each Awarded Applicant.

8.6. FINANCIAL VIABILITY

Applicant shall provide a financial statement for the previous two fiscal years. This may be in the form of Applicant's most recent audited financial reports. Public institutions are exempt from this requirement.

8.7. EVIDENCE OF LEADERSHIP COMMITMENT

Applicant shall provide documentation as evidence of project commitment of its Leadership. Such documentation should be in the form of Letters of Commitment from Applicant's senior management and, if applicable, from leadership of Applicant's facility and/or educational and community partners, as applicable.

9. DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of THECB's Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed. Throughout this RFA, the terms "NOGA," "Award," "Contract," and "Grant" are used interchangeably.

The Contract must be executed by an individual authorized to enter into a contract on behalf of the Applicant. Upon execution of a Contract resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant," "Grantee," or "Contractor." The Texas Higher Education Coordinating Board, a state agency, may also be referred to as the "THECB," "Board," or "Agency." At times, THECB and Contractor are referred to singularly as "Party" and collectively as "Parties." Likewise, the terms "Request for Applications" and "Application" shall have the same meaning as the term "Contract" or "Agreement."

9.2 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the non-state Business Entity has presented a certificate disclosing interested parties. For-profit organizations, not-for-profit organizations, and private institutions selected for an award must complete this requirement before a grant award contract can be executed. Further information relating to Disclosure of Interested Parties is provided in Section 11.25 of this RFA.

9.3 FUNDS DISBURSEMENT AND PAYMENT TERMS

Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, Grant Award funds will be disbursed according to the following provisions of this RFA.

Nursing Innovation Program Grants are funded through Governor's Emergency Education Relief funding. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. THECB shall not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by THECB, as described in Section 9.2. OR until submitted expenditure reports have been approved by THECB for payment.

After full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, 50% of awarded funds are payable to enable the Grantee to fully perform the Services described in its Application.

Awarded Applicant must submit the first Project Progress Report and Interim Expenditure Report by the deadlines established in Section 10 Monitoring and Reporting Requirements. The remaining 50% of the award will be payable after approval and acceptance of these reports by THECB staff.

All grant-related expenses must be obligated no later than June 30, 2023, and all expenses must be incurred on or prior to August 31, 2023. Any grant funds received by Grantee and not obligated by June 30, 2023, shall be returned to THECB by July 31, 2023. Any obligated but expended funds remaining at the end of the Grant Period shall be returned to THECB by September 30, 2023.

Awarded Applicant shall not expend awarded funds until the NOGA has been fully executed.

9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be obligated no later than June 30, 2023 and incurred on or before August 31, 2023. Expenses incurred after this date cannot be charged to the GEER II-Nursing Innovation Grant Program.

9.5 RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unobligated funds no later than July 31, 2023. Any remaining unexpended funds must be returned to THECB by September 30, 2023.

An Awarded Applicant may be required to return funds when performance reports demonstrate that awarded funds may not be fully expended by the end of the Grant Period. In the event this occurs, Awarded Applicant's amount of award will be reduced by the amount required to be returned via an amendment to the grant award. Applicant shall return these funds within fourteen (14) days of the request.

Awarded Applicant shall return any remaining funds promptly if Award is terminated.

10. MONITORING AND REPORTING REQUIREMENTS

10.1. MONITORING

THECB staff shall monitor and oversee GEER II-NIGP progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant award are accurate and appropriate. Awarded Applicant shall at a minimum be required to complete the project reports listed in Sections 10.2 and 10.3 for a project funded as a result of this RFA. THECB will provide a template and instructions for electronic submission for required reports.

If Awarded Applicant does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadline, and Awarded Applicant has not been granted a submission extension, THECB reserves the right to require that grant funds be returned. If a required report is not accepted by THECB, Awarded Applicant will be required to revise and resubmit. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

10.2. PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit, at a minimum, two (2) written project reports as specified by THECB on or before the following dates:

1. First Project/Program Report due April 1, 2023.
2. Second and Final Project/Program Report due July 31, 2023.

Project/Program Reports will generally include, but may not be limited to:

- (a) Narrative status report on the development of the specific GEER II-NIGP project.

- (b) Project Work Plan. The work plan submitted with Applicant's Application shall be updated and supplemented for the interim report and for the final report.

10.3. FINANCIAL REPORTS

Awarded Applicant shall submit, at a minimum, financial expenditure reports as specified by THECB due on or before the following dates:

1. Interim Expenditure Report due May 1, 2023;
2. Interim Expenditure Report due July 31, 2023; and
3. Final Financial Report due September 30, 2023.

11. TERMS AND CONDITIONS

11.1 TERMINATION

Notwithstanding the termination or expiration of any Grant Award/Agreement, the provisions of the Grant Award/Agreement regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, provision of services, and default shall survive the termination or expiration dates of the Grant Award/Agreement.

11.15.1 Convenience of the State

THECB, in its sole discretion, may terminate the Grant Award/Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with the Notice provisions in the Grant Award/Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB will be liable only for payments for any deliverables received from or services performed by Grantee before the termination date.

11.15.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate the Grant Award/Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's Services; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of the Grant Award/Agreement, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will

provide a three (3) business day advance written notice of intent to terminate to Grantee, and THECB will provide Grantee with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

If Grantee fails or refuses to perform its obligations under the Grant Award/Agreement, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying damages to THECB including but not limited to re-procurement costs (if applicable), and any other consequential damages to the state of Texas and THECB resulting from Grantee's non-performance.

11.15.3 Abandonment or Default

If Grantee Abandons or Defaults on the Grant Award/Agreement, THECB reserves the right to terminate the Grant Award/Agreement without notice and either re-solicit or re-award the Grant Award/Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.

11.15.4 Applicable Law and Conforming Amendments

THECB may terminate the Grant Award/Agreement immediately upon notice to Grantee in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Grant Award/Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend the Grant Award/Agreement throughout the Grant Award/Agreement Term to incorporate any modifications necessary for THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

11.15.5 Excess Obligations

The Grant Award/Agreement is subject to termination or cancellation, without penalty to THECB, either in whole or in part, subject to the availability of funds.

11.15.6 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in the Grant Award/Agreement, as well as Grant Award/Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of the Grant Award/Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination, except such Services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Grant Award/Agreement requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

11.15.7 Transfer of Duties

In the event of termination, Grantee will provide reasonable cooperation to transfer its duties under the Grant Award/Agreement to another entity without disruption, if applicable.

11.2 AMENDMENT

The Grant Award/Agreement may be modified only by written amendment executed by the Parties hereto; however, any amendment of the Grant Award/Agreement that conflicts with the laws of the state of Texas shall be void ab initio.

11.3 INDEMNIFICATION

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

Acts or Omissions: GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES

ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AWARD/AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AWARD/AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.4 SOVEREIGN IMMUNITY

The Parties stipulate and agree that no provision of, or any part of the Grant Award/Agreement between THECB and Grantee, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the laws of the state of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the laws of the state of Texas; or (3) as a waiver of any immunity provided by the Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas and THECB do not waive sovereign immunity by entering into the Grant Award/Agreement and specifically retain such immunity and all defenses available to them under the laws of the state of Texas or the common law.

11.5 ASSIGNMENT

Grantee shall not assign its rights or delegate the performance of its duties under the Grant Award/Agreement without THECB's prior written approval. Any attempted assignment in violation of this provision is void and without effect.

11.6 DELEGATION OR SUBCONTRACTING

Unless as otherwise provided for in the Grant Award/Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without THECB's prior written approval. No delegation or

subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under the Grant Award/Agreement. It is the Parties' intent that to the extent subcontracting is approved by THECB, Grantee shall make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB), as defined in Texas Government Code §2161.001(2), during the performance of the Grant Award/Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the state of Texas.

11.7 RIGHT TO AUDIT AND RECORDS RETENTION

Grantee understands that acceptance of funds under the Grant Award/Agreement, or indirectly through a subcontract under the Grant Award/Agreement, acts as acceptance of the authority of the State Auditor's Office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's Office, THECB or, in agreements involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the Audit Entities in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Award/Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Services provided in the Grant Award/Agreement. Grantee and any subcontractors shall provide any Audit Entity with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of the Grant Award/Agreement and shall authorize THECB and the state of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Grant Award/Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

11.8 TIME AND EFFORT RECORDKEEPING

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding sources, unless otherwise specified.

11.9 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AND UNIFORM GRANT MANAGEMENT STANDARDS

Grantee will use GEER funds only for uses permissible under this RFA consistent with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, 2 C.F.R. Part 200). In addition, Grantee agrees to follow the Uniform Grant Management Standards, including all of its applicable conditions and State Assurances.

11.10 FORMS, ASSURANCES, AND REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to THECB's attention and may deny reimbursements or recover payments made by THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

11.11 SITE VISITS

Throughout the Grant Period, THECB and/or its representatives shall have the right to make site visits to review the GEER II-Nursing Innovation Grant Program operations and accomplishments.

11.12 SUPPLANTING PROHIBITION

A Grant Award may not be used to replace federal, state, or local funds.

11.14 APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

The standard financial management conditions and uniform assurances set out in this RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.

11.15 RIGHT TO AUDIT AND RECORDS RETENTION

Grantee understands that acceptance of funds under the Grant Award/Agreement, or indirectly through a subcontract under this Grant Award/Agreement, acts as acceptance of the authority of the State Auditor's Office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's Office, THECB, and any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the Audit Entities in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

11.15.1 Records and Accounts

Grantee shall maintain its records and accounts in a manner which assures a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by

law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Award/Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the services provided in this Grant Award/Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

11.15.2 Failure to Comply

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of this Grant Award/Agreement and shall authorize THECB and the state of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Grant Award/Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice. Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

11.16 CHILD SUPPORT OBLIGATION FAMILY CODE (IF APPLICABLE)

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate." Tex. Fam. Code § 231.006(d). If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Grant, including the cost of advertising and awarding a second grant award/agreement, and any other damages provided by law or Grant Award/Agreement.

11.17 DISPUTE RESOLUTION

If THECB determines that any work product is not acceptable, THECB shall notify Grantee of the specific deficiencies in writing. Grantee shall then undertake all steps necessary to correct any deficiencies at no additional cost to THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by THECB and Grantee to attempt to resolve any dispute arising under the Grant Award/Agreement.

11.18 PUBLIC DISCLOSURE

Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify THECB prior to the publication of any information, including results, findings, or reports regarding the activities being conducted under any Grant Agreement resulting from this RFA. Awarded Applicant shall ensure the following statement is included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policies of THECB.

Potential Publication in News Media of any Type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Grant Agreement resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Grant Agreement resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

Any written publication shall be sent electronically to the THECB Point of Contact.

11.19 CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA

Notwithstanding any provisions of this Grant Award/Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Texas Government Code §§ 552.001-.376, as interpreted by judicial rulings and opinions of the Attorney General of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

11.19.1 Public Information Act

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open Records Division of the Office of the Attorney General of Texas. The Grant Award/Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify THECB's contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to the Grant Award/Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with THECB pursuant to the Grant Award/Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to THECB and shall cooperate with THECB in doing so. Grantee agrees to maintain the confidentiality of information received from THECB and the state of Texas during the performance of this Grant Award/Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Grant Award/Agreement without THECB's prior written consent. Grantee will indemnify and hold harmless the state of Texas, its officers, and its employees and THECB, its officers, and its employees for any claims for damages that arise from the disclosure by Grantee of information also held by the state of Texas or THECB to which Grantee is privy under this Grant Award/Agreement.

All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Grant Agreement, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Grant Agreement. Therefore, such

information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information is clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application on each page it appears. Such markings shall be in boldface type at least 14-point font. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Grant Agreement is awarded. The production of any material under the Grant shall not have the effect of violating or causing the THECB to violate any law, including the Texas Public Information Act.

11.19.2 Family Educational Rights and Privacy Act

Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99.

11.19.3 Protection of Confidential Data (Covered Data and Information)

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33 (a)(2)) and with the terms set forth in Sections 11.19.4-11.19.9 below. FERPA, 34 C.F.R. § 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

11.19.4 Acknowledgment of Access to Covered Data and Information

Grantee acknowledges that the Grant Award/Agreement allows the Grantee access to Covered Data and Information (CDI).

11.19.5 Prohibition on Unauthorized Use or Disclosure of CDI

Grantee agrees to hold CDI in strict confidence. Grantee shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Grant Award/Agreement, as required by law, or as otherwise authorized in writing by THECB. Grantee agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

11.19.6 Return or Destruction of CDI

Upon termination, cancellation, expiration or other conclusion of the Grant Award/Agreement, Grantee shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If Grantee destroys the information, Grantee shall provide THECB with a certificate confirming the date the data was destroyed.

11.19.7 Breach

Any violation of these FERPA provisions by Grantee shall be deemed a material breach of the Grant Award/Agreement.

11.19.8 Maintenance of the Security of Electronic Information

Grantee shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from, or on behalf of THECB. These measures will be extended by contract to all subcontractors used by Grantee.

11.19.9 Security Controls for Agency Data

Pursuant to Texas Government Code § 2054.138, to the extent that Grantee is authorized to access, transmit, use, or store THECB data, Grantee certifies that it will comply with the security controls that THECB determines are proportionate with THECB's risk under the Grant Agreement based on the sensitivity of the THECB data. Grantee must periodically provide THECB with evidence that it meets the security controls required under the Grant Agreement.

11.19.10 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Grantee shall, within one hour of discovery, report to THECB any use and/or disclosure of CDI not authorized by this Grant Award/Agreement or in writing by THECB. Grantee's report shall identify: (i) the nature of the unauthorized use and/or disclosure, (ii) the CDI used and/or disclosed, (iii) who made the unauthorized use and who received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use and/or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use and/or disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

11.20 INFRINGEMENTS

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THECB, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM AND AGAINST ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THE GRANT/AWARD AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE, OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THECB'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THECB BY GRANTEE OR OTHERWISE TO WHICH THECB HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. IN ADDITION, GRANTEE

WILL REIMBURSE THECB AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES, OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THECB DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF THECB IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THECB WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THECB'S COUNSEL.

Grantee shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Grantee's approval, (iii) any modifications made to the product by Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against THECB, shall), at Grantee's sole option and expense; (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

11.21 OWNERSHIP/WORK MADE FOR HIRE

For purposes of this Grant Award, the term "Work" or "Work Product" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property, or other property developed, produced, or generated in connection with the services provided under the Grant Agreement that had not previously been produced or generated by Grantee, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the services.

Copyright. When copyrightable material is developed in the course of or under this Grant, Awarded Applicant is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to

reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Awarded Applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms “institutions of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant.

Data. THECB has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms “institutions of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

Grantee shall ensure that this provision, “Ownership/Work Made for Hire,” is contained in any subcontract THECB has authorized Grantee to award. Grantee shall not use, willingly allow, or cause to have such Work used for any purpose other than the performance of Grantee’s obligations under the Grant Award/Agreement without THECB’s prior written consent; provided, however, that Grantee shall be allowed to use non-confidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

11.22 GOVERNING LAW AND VENUE

The Grant Award/Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to THECB.

11.23 ADDITIONAL GRANTEE RESPONSIBILITIES

Grantee shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations (including the THECB rules relating to the GEER II-Nursing Innovation Grant Program as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of the Grant Award/Agreement, including applicable workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by Grantee's or its subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under the Grant Award/Agreement. Grantee shall provide all labor and equipment necessary to furnish the deliverables or perform the services. All employees of Grantee shall be a minimum of eighteen (18) years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's property unless they also are bona fide employees or subcontractors of Grantee.

Grantee hereby covenants, represents and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents): (1) has the technical expertise and general skills necessary to perform the services in accordance with the Grant Award/Agreement competently and professionally, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into the Grant Award/Agreement or Grantee's right or ability to perform Grantee's obligations under this Grant Award/Agreement, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under the Grant Award/Agreement without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under the Grant Award/Agreement.

11.24 CONFLICT OF INTEREST

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in providing services to THECB under the Grant Award/Agreement, and that the provision of services under the Grant Award/Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the

duration of the Grant Award/Agreement, shall be cause for termination of the Grant Award/Agreement. Grantee represents and warrants that the provision of deliverables and services or other performance under the Grant Award/Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

11.25 DISCLOSURE OF INTERESTED PARTIES

Pursuant to Texas Government Code § 2252.908, Grantee agrees to submit a disclosure of interested parties to THECB before Grantee submits the signed Contract to THECB. This section applies only to a contract of a governmental entity or state agency that either (a) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (b) has a value of at least \$1 million.

11.26 FINANCIAL INTERESTS AND GIFTS

Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in the Grant Award/Agreement has received compensation from THECB or any Texas state agency for participation in preparation of specifications for the Grant Award/Agreement.

11.27 ANTITRUST

The undersigned affirms under penalty of perjury of the laws of the state of Texas that: “(1) in connection with this Grant Award/Agreement, neither I nor any representative of Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code §§ 15.01-.52; (2) in connection with this Grant Award/Agreement, neither I nor any representative of Grantee have violated any federal antitrust law; and (3) neither I nor any representative of Grantee have directly or indirectly communicated any of the contents of the Grant Award/Agreement to a competitor of Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as Grantee.”

11.28 EQUAL OPPORTUNITY

Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of the Grant Award/Agreement.

11.29 INDEPENDENT CONTRACTOR

Grantee shall be an independent contractor in all matters relating to the Grant Award/Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee's subcontractors are independent contractors of THECB and/or the state of Texas and are not employees of THECB or the state of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is in no way a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay, and assign work.

Grantee agrees and acknowledges that Grantee and Grantee's employees or assistants shall not be entitled to any state of Texas benefit on account of the services provided hereunder. If THECB or the state of Texas shall nonetheless become liable for such payments or obligations, Grantee shall promptly pay or reimburse THECB or the state of Texas for such liability or obligation.

11.30 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Grantee shall ensure that all personnel provided to perform work under this Grant Award/Agreement possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Grantee shall maintain written records on all personnel provided under the Grant Award/Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of the Grant Award/Agreement and THECB shall have the right to terminate the Grant Award/Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

11.31 TAXES, WORKERS' COMPENSATION INSURANCE, AND UNEMPLOYMENT INSURANCE, INCLUDING INDEMNITY

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE GRANT AWARD/AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THE GRANT AWARD/AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS GRANT AWARD/AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.32 PROHIBITION ON USE OF FUNDS FOR LOBBYING

Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under the Grant Award/Agreement are

not prohibited by Texas Government Code §§ 556.005, 556.0055, or 556.008.

11.33 BUY TEXAS

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant Award/Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

11.34 PROVISION OF SERVICES

Upon THECB's request for the provision of any services for which THECB has made payment, Grantee shall immediately provide such services to THECB. Any failure to provide such services immediately shall be considered a material breach of the Grant Award/Agreement.

11.35 FORCE MAJEURE

THECB may grant relief from performance of the Grant Award/Agreement if Grantee is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Grantee. The burden of proof for the need of such relief shall rest upon Grantee. Grantee shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if Force Majeure has occurred.

11.36 NOTICE

Form of Notice. All notices and other communications in connection with the Grant Award/Agreement shall be in writing.

Method of Notice. All notices must be given (i) by personal delivery, (ii) by an express courier (with confirmation), (iii) mailed by registered or certified mail (return receipt requested), or (iv) electronic mail to the parties at the address specified in the Grant Award/Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Receipt of Notice. A notice in accordance with the Grant Award/Agreement will be effective upon receipt by the party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

11.37 FALSE STATEMENTS AND BREACH OF REPRESENTATIONS

Grantee represents and warrants that all statements and information prepared and submitted to THECB are current, complete, true, and accurate. Submitting a false statement or material misrepresentations made during the performance of a Grant Award/Agreement is a material breach of contract and may void the Grant Award/Agreement.

11.38 SEVERABILITY AND WAIVER

The invalidity, illegality, or unenforceability of any provision of the Grant Award/Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the services provided in the Grant Award/Agreement shall be construed to operate as a waiver of any rights under the Grant Award/Agreement, or of any cause of action arising out of the performance of the services required by the Grant Award/Agreement.

11.39 HUMAN TRAFFICKING PROHIBITION

"Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." Tex. Gov't Code § 2155.0061.

11.40 FOREIGN TERRORIST ORGANIZATIONS

Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

11.41 SYSTEM FOR AWARD MANAGEMENT

THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, and any subsequent changes made to it. Grantee certifies that it is in compliance with the state of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

Grantee is required to have an active SAM.gov registration in order to receive federal funding. Grantee shall provide THECB with their Unique Entity Identifier (UEI) to allow THECB to validate such active registration.

11.42 NOTIFICATION OF CONTRACT

(Only applies to Employees of a Texas state agency or any institution of higher education.)

THECB will send notification to the key personnel's employer if the personnel are otherwise employed outside of their contracted work with THECB.

11.43 INSURANCE

If required by law, grantee agrees to maintain at its expense insurance as required for the work being performed under the Grant Award/Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee's obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of contract, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

Grantee must maintain workers' compensation insurance coverage in accordance with statutory limits.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (Occurrence Based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense each person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<i>Automobile Liability</i> All Owned, Hired and Non- Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence

Note: The required insurance coverage must be issued from a company or companies that have both: (a) a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and (b) a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under Texas state laws and in a form satisfactory to THECB. All required insurance contracts must: (a) be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and (b) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers' compensation and professional liability must name the state of Texas and its officers, directors, and employees as additional insureds.

Grantee shall:

- (1) Provide written notice to THECB by e-mail at Contracts@thecb.state.tx.us and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee's performance under the Grant Award/Agreement; and
- (3) Deliver to THECB by e-mail at Contracts@thecb.state.tx.us and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, all renewal policies at least ten (10) calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Award/Agreement.

Grantee must ensure that all provisions of the Grant Award/Agreement concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Grantee's obligations under the Grant Award/Agreement.

11.44 KEY PERSONNEL

Grantee shall assign only qualified personnel to the Grant Award/Agreement. Grantee, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required services. Grantee shall provide THECB written notice and obtain written approval from THECB prior to any change in key personnel involved in providing services under the Grant Award/Agreement. Subcontractors providing services under the Grant Award/Agreement shall meet the same requirements and level of experience as required of Grantee (see "Assignment" and "Delegation or Subcontracting" provisions for additional conditions regarding subcontracts). No subcontract under the Grant shall relieve Grantee of responsibility for ensuring the required services are provided. THECB, in its sole discretion, may require Grantee to remove any employee, contractor, subcontractor, or vendor of Grantee from providing work or services under the Grant Award/Agreement. Grantee shall replace such removed personnel expeditiously so that its services are performed on a timely basis.

Grantee represents and warrants that Grantee has not and Grantee's employees who will be participating in the funded project/program have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and circumstances surrounding the conviction and has received THECB's prior written consent to proceed.

11.45 DEBTS AND DELINQUENCIES TO THE STATE

Grantee agrees that any payments due under the Grant Award/Agreement shall be applied towards any debt or delinquency that is owed to the state of Texas.

11.46 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code §§ 17.01-.955 or allegations of any unfair business practice in any administrative hearing or court suit and further, if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices in an administrative hearing or court suit and further, if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

11.47 SUSPENSION AND DEBARMENT

Grantee certifies that it and its principals are not suspended or debarred from doing business with the state of Texas or federal government as listed on the Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

11.48 EXCLUDED PARTIES

Grantee certifies that it is not listed on the prohibited vendors list authorized by Executive Order No. 13224, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.49 E-VERIFY: U.S. Department of Homeland Security's E-Verify System

By entering into the Grant Award/Agreement, Grantee certifies that it utilizes and will continue to utilize, for the Grant Award/Agreement term, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons: (a) employed to perform duties within Texas; and (b) (including subcontractors) assigned by Grantee to perform work pursuant to the Grant Award/Agreement, within the United States of America.

Upon THECB's request, Grantee shall provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Grantee, and Grantee's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Grant Award/Agreement may be immediately terminated, at THECB's or the state of Texas's discretion and at no fault to THECB or the state, without prior notification. Grantee shall also be responsible for the costs of any re-solicitation that THECB or the state of Texas must undertake to replace the terminated Grant Award/Agreement.

11.50 DRUG-FREE WORKPLACE

Grantee represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, et seq.) and maintain a drug-free work environment.

11.51 NO COMMISSIONS

THECB shall not pay any commissions to Grantee under the Grant Award/Agreement.

11.52 APPLICABLE TAXES

The Grant Award/Agreement shall not be construed so as to supersede the laws of the United States or the state of Texas that accord the state of Texas, THECB, and all departments, agencies, and instrumentalities of the state of Texas exemptions from payment of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Award/Agreement, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Grantee or its employees. To the extent

permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon Grantee's request.

11.53 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

State agencies and institutions of higher education shall procure products which comply with the state of Texas Accessibility requirements for electronic and information resources, specified in Title 1 Texas Administrative Code §§ 213.1-.42, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Grantee shall provide the Texas Department of Information Resources (DIR) with the Uniform Resource Locator (URL) to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the Texas state accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Grantees not listed with the Buy Accessible Wizard or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the Buy Accessible Wizard or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

11.54 SMOKING POLICY

THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. Grantee, by acceptance of the Grant Award/Agreement, agrees to abide by this policy when on THECB's property.

11.55 SUBSTITUTIONS

Substitutions are not permitted without THECB's written approval.

11.56 CONTRACTING INFORMATION RESPONSIBILITIES

(APPLICABLE FOR CONTRACTS \$1 MILLION AND ABOVE)

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas

Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.376, may apply to the Grant Award/Agreement and Grantee agrees that the Grant Award/Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

11.57 CYBERSECURITY TRAINING

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 2054.5192 relating to cybersecurity training and required verification of completion of the training program.

11.58 DISASTER RECOVERY PLAN

Grantee shall provide THECB the descriptions of its business continuity and disaster recovery plans. 13 Tex. Admin. Code § 6.94(a)(9).

11.59 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The Grant Award/Agreement consists of the following documents: the final executed Grant Award/Agreement (including its Exhibits and any Amendments), THECB's Request for Applications (RFA), and Grantee's response to the RFA.

In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts, contradictions, or inconsistencies shall be resolved by reference to the documents in the following order of precedence:

- (1) Any duly executed amendments to the final executed Grant Award/Agreement;
- (2) The final executed Grant Award/Agreement, including its exhibits;
- (3) The Request for Applications including any addenda issued;
- (2) Addenda to Grantee's Application (if any); and
- (3) Grantee's Application.

The Grant Award/Agreement (including its exhibits and any amendments) contains the final, complete, and exclusive understanding of the parties, and supersedes all prior, contemporaneous, oral, or written understandings, representations, and negotiations between the parties relating to the subject matter of the Grant Award/Agreement. The parties further agree that this Grant Award/Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties, by usage of trade

or custom, or by any prior performance between the parties pursuant to the Grant Award/Agreement or otherwise.

If language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

12. GOVERNOR'S EMERGENCY EDUCATION RELIEF FUND: OTHER ASSURANCES AND CERTIFICATION

Grantee will comply with all applicable assurances in OMB Standard Forms 424B (Assurances, Non-Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflicts of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders, and regulations.

With respect to the Department of Education's Certification Regarding Lobbying Form 80-0013, "[n]o Federal appropriated funds have been paid or will be paid . . . to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making" or renewal of any Federal grant under this program; the state will complete and submit Standard Form LLL, Disclosure of Lobbying Activities, when required (34 C.F.R. Part 82, Appendix B); and the state will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

Any Grantee receiving funding under this program will have on file with the state a set of assurances that meets the requirements of Section 442 of the General Education Provisions Act (GEPA), 20 U.S.C. 1232e.

To the extent applicable, Grantee will include in its local application a description of how Grantee will comply with the requirements of Section 427 of GEPA, 20 U.S.C. § 1228a. The description must include information on the steps Grantee proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede access to, or participation in, the program.

Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Water Pollution Act, as amended, 42 U.S.C. §§ 7401, et seq. and 33 U.S.C. §§ 1251, et seq., respectively. Grantee agrees to report each violation to THECB and understands and agrees that THECB will, in turn, report each violation as required to assure notification to the U.S.

Department of Treasury and the appropriate Environmental Protection Agency Regional Office. Grantee agrees to include these requirements in each subcontract or subaward under the Grant Award/Agreement exceeding \$150,000.

Grantee will comply with the provisions of all applicable acts, regulations, and assurances; the provisions of the Education Department General Administrative Regulations in 34 C.F.R. Parts 75, 76, 77, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, as adopted and amended as regulations of the Department of Education (Department) in 2 C.F.R. Part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200, as adopted and amended as regulations of the Department in 2 C.F.R. Part 3474.

The following certifications must be completed and provided with the Application:

1. Certification Regarding Disclosure of Lobbying Activities and, if applicable, Disclosure of Lobbying (Appendix F); and
2. Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) (Appendix G).

The following certification is hereby incorporated into this RFA:

1. Certification Regarding Debarment and Suspension (Appendix H).

APPENDIX A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible nursing program, Registered Nurse (RN) licensure program, or other entity, as defined in Section 3 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
2. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **Federal Awards/Federal Grants** – Federal awards are federal financial assistance through federal contracts, sub-contracts, grants, and sub-grants. A federal grant is an award of financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.
5. **FERPA** – The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the federal regulations, 34 C.F.R. Part 99, which is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational agency or institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.
6. **GEER** – Governor’s Emergency Relief Fund
7. **NIGP** – Nursing Innovation Grant Program
8. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Contract,” and “Grant” are used interchangeably.
9. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.
10. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.

11. **THECB** – The Texas Higher Education Coordinating Board, an agency of the state of Texas.

APPENDIX B: CALENDAR OF EVENTS

November 2022	Request for Applications Published
November 30, 2022	Application Deadline
December 2022	THECB Announces Grant Awards
January 2023	Execution of Grant Contracts Begins
Upon Execution of NOGA	Grant Period Begins
April 1, 2023	First Project Report and Interim Expenditure Report is Due to THECB
June 30, 2023	Last Day to Obligate Grant Funds
July 31, 2023	Second Project Report and Interim Expenditure Report is Due to THECB and Unobligated Grant Funds Due to THECB
August 31, 2023	Grant Period Ends - Last Day to Expend Obligated Grant Funds
September 30, 2023	Final Financial Report and Unexpended Grant Funds Due to THECB


APPENDIX C: APPLICATION EVALUATION FORM

OER Course Development and Implementation Grant Program Evaluation Form	Proposal No.	Reviewer No.
<i>Proposal Scoring</i>	Max. Points	Actual Points
Project Design (40 Points)		
<ul style="list-style-type: none"> The project is well-defined and includes research-based evidence to indicate the project will improve the state's nursing faculty pipeline through innovative approaches to increasing the number of nursing preceptors or simulation coordinators. 	10	
<ul style="list-style-type: none"> The project can be completed within the Grant Period. 	10	
<ul style="list-style-type: none"> The proposed project clearly outlines objectives, outcomes, and provides information on the characteristics of the program's community service area, the economic impact of the project on the community, overall medical provider ability, challenges to provider recruitment, and other relevant issues. 	20	
Project Goals (30 Points)		
<ul style="list-style-type: none"> Project goals align with overall goals of the RFA to develop innovative approaches to addressing the need for more nursing faculty and simulation coordinators in the state. 	10	
<ul style="list-style-type: none"> Project goals are realistic and appropriate to the goals of the Applicant and are described in sufficient detail. 	10	
<ul style="list-style-type: none"> The proposed project activities will likely continue after the grant period ends and are replicable in other sites. 	10	
Evaluation and Expected Outcomes (50 Points)		
<ul style="list-style-type: none"> The proposed project evaluation for determining the success of the project is described in sufficient detail and includes relevant information/data. 	10	
<ul style="list-style-type: none"> The expected outcomes are achievable using the resources and plans the Applicant submits. 	10	
<ul style="list-style-type: none"> The expected outcomes would make a significant impact on increasing the number of nursing faculty and simulation coordinators to improve the nursing pipeline in Texas. 	20	
<ul style="list-style-type: none"> The Applicant's budget indicates financial resources are appropriately allocated to meet project goals and objectives. 	10	
TOTAL POINTS	120	

APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment
CERTIFICATION OF APPLICATION INFORMATION (8.1)	Form 1 – Certification
PROJECT NARRATIVE (8.2)	Form 2 – Project Narrative
PROJECT WORK PLAN (8.3)	Form 3 – Project Work Plan
PROJECT BUDGET (8.5)	Form 4 – Project Budget
FINANCIAL VIABILITY (8.6)	Attachment(s)
EVIDENCE OF LEADERSHIP COMMITMENT (8.7)	Attachment(s)

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD

	THECB Award Number: {XXXX} Appropriation Year (AY): 2023					
<h3>Notice of State Grant Award</h3> <p>to</p> <h3>{contracted_party}</h3>						
Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Grant Title: Program Name Grant Program</td> </tr> <tr> <td style="padding: 2px;">Amount of Award: \$ {total_\$}</td> </tr> <tr> <td style="padding: 2px;">Division: Funding Code and Division Name Ex: 070 Academic Quality and Workforce</td> </tr> <tr> <td style="padding: 2px;">Term of Grant: Month Day, Year – Month Day, Year All funds must be expended by Month Day, Year.</td> </tr> <tr> <td style="padding: 2px;">Payment Method: - will vary. Funds are payable after execution of the NOGA X percent payable upon execution. Fifty percent payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 2023 funds.</td> </tr> </table>	Grant Title: Program Name Grant Program	Amount of Award: \$ {total_\$}	Division: Funding Code and Division Name Ex: 070 Academic Quality and Workforce	Term of Grant: Month Day, Year – Month Day, Year All funds must be expended by Month Day, Year.	Payment Method: - will vary. Funds are payable after execution of the NOGA X percent payable upon execution. Fifty percent payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 2023 funds.
Grant Title: Program Name Grant Program						
Amount of Award: \$ {total_\$}						
Division: Funding Code and Division Name Ex: 070 Academic Quality and Workforce						
Term of Grant: Month Day, Year – Month Day, Year All funds must be expended by Month Day, Year.						
Payment Method: - will vary. Funds are payable after execution of the NOGA X percent payable upon execution. Fifty percent payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 2023 funds.						
Authority: Texas Education Code, Section xxx						
<p>The Texas Higher Education Coordinating Board’s (THECB) and the Grantee’s (collectively, referred to as “the parties”) execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) addenda to the Grantee’s Application (if any), and (3) Grantee’s Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee.</p>						
Approving THECB Official:	Approving Grantee Official:					

{signContact} {signContacttitle}	{signed_by} {signed_bytitle}
Date:	Date:

APPENDIX F: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM

Texas Higher Education Coordinating Board Federal Awards CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Please check one or two of the following that pertain to your institution.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

If box 2 is checked, the completion of "Disclosure of Lobbying Activities" form-LLL is required.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Name of Organization: _____

Address: _____

State: _____

Zip Code: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing ___ b. material change For material change only: Year ___ quarter ___ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if Known: Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX G: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Texas Higher Education Coordinating Board Federal Funding Accountability and Transparency Act (FFATA) Certification

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards:

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

- Yes If yes, continue to question B.
 No If no, questionnaire is complete. Please sign section E. Thank you!

B. Certification Regarding Amount of Annual Gross from Federal Awards:

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

- Yes If yes, continue to question C.
 No If no, questionnaire is complete. Please sign section E. Thank you!

C. Certification Regarding Public Access to Compensation Information:

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If yes, questionnaire is complete. Please sign section E. Thank you!
 No If no, please complete Section D.

D. Top Executive Disclosure Requirements:

Provide the names and total compensation of the top five most highly compensated officers/senior executives for the preceding fiscal year below. Please see 2 C.F.R. Part 170, including its Appendix A for guidance. After completing section D, please sign section E. Thank you!

Name of Top Executives	Annual Compensation
1.	\$
2.	\$
3.	\$

E. Signatures:

As the duly authorized representative (Signor) of the Contractor/Grantee, I hereby represent and warrant that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge and are consistent with FFATA (31 U.S.C. § 6101 note), as amended, and its implementing regulations including 2 C.F.R. Part 170. I further represent and warrant that I will provide THECB will any and all information which may be further needed for THECB to accurately report to the federal government pursuant to FFATA.

Organization Name: _____

Unique Entity ID Number: _____

Zip code(s) in which services will be performed: _____

Signer Printed Name: _____

Title: _____

Signature: _____

Date: _____

APPENDIX H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TEXAS HIGHER EDUCATION COORDINATING BOARD

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

“Non-Federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities” (2 CFR 200.214).

This certification is required by the United States Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements (2 CFR 3485.220, 2 CFR 3485.330).

1. By signing this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Texas Higher Education Coordinating Board (“THECB”) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact THECB for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing this contract, should the proposed covered transaction be entered into, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by signing this contract that it will include a clause titled: “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” stating the Certification listed below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily

excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant TEXAS HIGHER EDUCATION COORDINATING BOARD Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions OER Course Development and Implementation Grant Program 55 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its Proposal/Application and/or by signature on any resulting Agreement/Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant certifies that it will comply with the requirements of 2 CFR part 180, subpart C, as adopted at 2 CFR 3485.12 (2 CFR 3485.330).

Terms Defined: As used in these Provisions and Assurances

- *Nonprocurement Transaction:* Any transaction, regardless of type (except procurement contracts), including, but not limited to the following: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurances, payments for specified uses, and donation agreements. A non-procurement transaction at any tier does not require the transfer of Federal funds. 2 C.F.R. § 180.970.
- *Participant:* “[A]ny person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant.” 2 C.F.R. § 180.980.
- *Principal:* “(a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or (b) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who – (1) Is in a position to handle Federal funds; (2) Is in a position to influence or control the use of those funds; or (3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.” 2 C.F.R. § 180.995.

GEER II-NURSING INNOVATION GRANT PROGRAM

- *System for Award Management (SAM Exclusions)*: “[T]he list maintained and disseminated by the General Services Administration (GSA) containing the names and other information about persons who are ineligible.” 2 C.F.R. § 180.945.
- *Debarment*: “An action taken by a debarring official under Subpart H of [Part 180] to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred.” 2 C.F.R. § 180.925).
- *Suspension*: “An action taken by a suspending official under subpart G of [Part 180] that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended.” 2 C.F.R. § 180.1015.
- *Ineligible or Ineligibility*: “[A] person or commodity is prohibited from covered transactions because of an exclusion or disqualification.” 2 C.F.R. § 180.960.
- *Person*: “[A]ny individual, corporation, partnership, association, unit of government, or legal entity, however organized.” 2 .C.F.R. § 180.985.
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion or Voluntarily Excluded*: “(a) Voluntary exclusion means a person’s agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (b) Voluntarily Excluded means the status of a person who has agreed to a voluntary exclusion.” 2 C.F.R. § 180.1020.