



REQUEST FOR APPLICATIONS

Graduate Medical Education Expansion Program

FY 2022 – 2023

BMS# 25882

INQUIRY DEADLINE: 11:59 p.m. CT, December 27, 2021

APPLICATION DEADLINE: 11:59 p.m. CT, January 7, 2022

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

Graduate Medical Education (GME) Expansion Program

1.2. SYNOPSIS OF PROGRAM

The GME Expansion Program was established to provide funding to nationally accredited Graduate Medical Education (GME) residency programs to increase and maintain the expansion efforts of existing and new residency programs in Texas. The program helps support the Texas goal of having 10% more first-year entering residency positions than Texas medical school graduates.

This Request for Applications (RFA) seeks to support eligible GME programs and Sponsoring Institutions that:

- 1) have previously received GME Expansion grants and demonstrate maintenance of the expansion and/or
- 2) intend to create new First-Year Residency Positions in the state by establishing or expanding residency positions in a nationally accredited GME program.

Additional information is provided in Section 3, Eligibility Requirements.

1.3. PROGRAM AUTHORITY

The statutory authority for GME Expansion Program is found in Texas Education Code, Chapter 58A, Subchapter B, Graduate Medical Education Residency Expansion. GME Expansion grants are administered by the Texas Higher Education Coordinating Board (THECB) under Texas Administrative Code, Title 19, Part I, Chapter 6, Subchapter G, Rules 6.120-6.125 and Subchapter H, Rules 6.135-6.140. The 87th Legislature, Regular Session, appropriated funding in the General Appropriation Act, Senate Bill 1 and provided direction on program administration and funding in Article III, Riders 37, 45, and 54.

1.4. POINT OF CONTACT

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

Cindy Fisher, MBA, Program Director
Academic and Health Affairs
Texas Higher Education Coordinating Board
Email: GME-Expansion@highered.texas.gov
Phone: 512-427-6200

1.5. INQUIRIES

All inquiries shall be directed to Point of Contact. Applicants and prospective Applicants must not discuss an Application 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. Inquiries must be submitted via email to GME-Expansion@highered.texas.gov by 11:59 p.m. CT, December 27, 2021.

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 an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to GME-Expansion@highered.texas.gov.

2. AWARD SUMMARY

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

The maximum number of awards is contingent on the number of qualified residency positions filled during the Grant Period and the general revenue appropriation and available Permanent Funds. The THECB expects to awards grants of at least \$75,000 per year for each residency position awarded and filled during the Grant Period.

2.2. GRANT PERIOD

For new or existing programs with an academic year start date of July 1, 2022, the Grant Period will begin upon execution of the Notice of Grant Award (NOGA) or on July 1, 2022, whichever is later, and will conclude on June 30, 2024, for a 24-month Grant Period.

For newly established programs or expanding existing programs with new positions beginning on July 1, 2023, the Grant Period will begin upon execution of the Notice of Grant Award (NOGA) or on July 1, 2023, whichever is later, and conclude on June 30, 2024, for a 12-month Grant Period.

All Awarded Applicants will have contractual obligations that extend beyond the Grant Period as set forth in this RFA or in the NOGA, or any amendments thereto.

The second year of funding for 24-month Grant Period (July 1, 2023 – June 30, 2024) awards is contingent upon the Awarded Applicant expending the grant funds according to the grant contract terms and conditions and meeting established benchmarks and deadlines in the first year (July 1, 2022–June 30, 2023) of the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support GME Expansion in state Fiscal Years (FY) 2022 and 2023 will be awarded to Applicants based on the number of qualified residency positions filled for the GME academic years beginning in July 2022 and/or July 2023. 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. A Calendar of Events for the entire Grant Period is in Appendix B.

Dates	Application Steps
December 27, 2021	Inquiry Deadline
January 7, 2022	Application Deadline
January 2022	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

An eligible applicant (Eligible Applicant or Applicant) is an entity that is (1) located in the state of Texas, and (2) a Sponsoring Institution of an eligible GME program accredited by the Accreditation Council for Graduate Medical Education (ACGME) for graduates of allopathic (Doctor of Medicine or MD) and osteopathic (Doctor of Osteopathic Medicine or DO) medical schools, or an eligible GME program accredited by the Council on Podiatric Medical Education (CPME) for graduates of podiatric medical schools.

3.2. ELIGIBLE PROJECTS

Applications submitted under this RFA must intend to accomplish one or more of the following:

1. Maintain new First-Year Residency Positions created during previous grant periods under Unfilled Position Grants, Grants for New and Expanded Programs, or GME Expansion Program (maintain previous PGY 1 position expansion).
2. Increase number of filled accreditor-approved First-Year Residency Positions in existing programs (create new PGY 1 positions).
3. Establish new GME programs with accreditor-approved First-Year Residency Positions that will be filled during the Grant Period (create new PGY 1 positions).

3.3. PRIORITY PROJECTS

Applications that meet Priority Selection Criteria in Section 7.2, in the order listed, will be given priority in the award selection process.

3.4. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An eligible sponsoring institution Applicant should submit one Application for each eligible residency program for which awards are being requested. An eligible CPME accredited GME program should submit one Application for all new or expanded residency positions for which an award is being requested.

3.5. 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. CT, January 7, 2022

An Application must be:

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

*Late or incomplete Applications will not be accepted. Applications submitted to an address different from GME-Expansion@highered.texas.gov will **not** be accepted.*

THECB will not accept mailed, hand-delivered, or faxed Applications.

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

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

The THECB will confirm Application receipt via email within **three (3)** state business days of receipt by THECB. If an Applicant does not receive such confirmation from the 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 the 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 are "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 the THECB prior to the deadlines outlined in Section 4. The THECB is not 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 will result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, will not be evaluated or considered for award.

5. PROGRAM BACKGROUND

5.1. DETAILED PROGRAM OVERVIEW

In 2013, the 83rd Texas Legislature appropriated \$12 million to support several efforts to increase the number of First-Year Residency Positions available in the state. The goal of the initiative was to achieve 10% more First-Year Residency Positions than Texas medical school graduates. In 2015, the 84th Texas Legislature streamlined the efforts into one GME Expansion Program to encompass the programs created separately in 2013. An appropriation of \$50 million was made to support the continuation and further increase the number of First-Year Residency Positions. In 2017, the 85th Texas Legislature increased funding to \$97 million to continue support for the program in the 2018-2019 biennium.

The efforts to increase the number of First-Year Residency Positions have provided Texas medical students with a greater opportunity to remain in the state for their residency training. However, despite substantial progress, the establishment of six additional medical schools require further increase in the number of First-Year Residency Positions to maintain the 1.1 residency positions to 1 medical student ratio goal. In 2019, the 86th Texas Legislature increased funding by \$60 million, appropriating a total of \$157 million to continue support and create new First-Year Residency Positions for the program in the 2020-2021 biennium. The 87th Texas Legislature continued support for the program, appropriating \$199 million for the 2022-2023 biennium.

6. PROJECT REQUIREMENTS

6.1. FUNDING RESTRICTION

GME Expansion funds shall not be substituted for any other funds available to the Applicant or any program or project partners. Awarded funds shall be spent only on expenses that support GME Expansion as documented in the Applicant's budget.

6.2. ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1. Allowable Cost Categories

Reasonable costs in the following budget categories are allowable:

- **Resident Compensation** - Salaries/stipends and benefits for residents actively participating in the awarded residency program
- **Professional Liability Insurance** - For residents actively participating in the awarded residency program
- **Other Direct Resident Costs** - Approval of expenditures for Other Direct Resident Costs is at the sole discretion of the THECB. These costs must be specifically identified, itemized, and justified in the Application budget and the negotiated award budget.

6.2.2. Prohibited Costs

The following types of costs may not be included in the proposed budget or be paid with GME Expansion Program funds:

- Costs incurred prior to the appropriate Grant Period
- Salaries/stipends and benefit payments for resident positions subsidized by the military, Public Health Service, or other federal agencies
- Salaries/stipends and benefits that are calculated at a higher pay rate than that which an individual (or similar position) normally receives at the Sponsoring Institution or participating site
- Professional liability insurance for professional activities outside residency program training
- 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 costs, per diem, mileage), reasonableness, and cost-effectiveness
- Tips or gratuity
- Indirect costs

6.2.3. Budget Changes

Submission of a Budget Change Request to GME-Expansion@highered.texas.gov and prior written approval from the GME Expansion Program point of contact is required to allow changes to the following costs to the grant:

- Any changes to Other Direct Resident Costs category
- Transfers of budgeted funds between Resident Compensation and Professional Liability Insurance categories, as approved in the Final Award Budget, that exceed \$75,000

Budget Change Requests will not be accepted after May 1, 2024.

7. AWARD SELECTION CRITERIA

Each Applicant shall satisfy Section 3. Eligibility Requirements to be considered during the award selection process. Grant awards will be made based on the number of qualified residency positions filled for the GME academic years beginning in July 2022 and July 2023.

This RFA is designed to issue grant awards that provide the best overall value to the state. Selection criteria shall be based on eligibility requirements, funding priorities, and other factors, including past performance on THECB 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 the 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 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 Sections 7.2 and 7.3.

7.2. PRIORITY CRITERIA FOR AWARD SELECTION

An Applicant's eligible program will be given priority in the selection process based on recognized need for specialties identified as having critical shortage levels in the state, per Texas Education Code §58.0245. Funding priority categories have been established to address specialty and regional need.

As the first step in the selection process, available funds will be awarded to eligible Applicants that meet Priority Criteria (in the order listed).

1. Eligible GME programs that have: (a) received GME Expansion grants for new First-Year Residency Positions created during prior grant periods under Unfilled Position Grant, Grants for New and Expanded Program, Resident Physician Expansion Program, or GME Expansion Program, and (b) maintained the program expansion.
2. Primary Care or Psychiatry Residency Programs: Expand an eligible existing or establish an eligible new program located in a Texas Higher Education Region with a low ratio of Primary Care physicians per 100,000 population. Higher Education Regions #5 (Southeast) and #10 (Upper Rio Grande) as defined by the THECB in Appendix A are the regions identified as meeting the priority criteria for award selection.
3. Primary Care or Psychiatry Programs: Expand an eligible existing or establish an eligible new program located in the state.
4. Other GME Programs: Expand an eligible existing or establish an eligible new program in a medical specialty and region not specified in criteria 2 or 3.

7.3. GENERAL CRITERIA FOR AWARD SELECTION

Each Application that successfully completes the screening process shall be reviewed and assigned to Priority Criteria described in Section 7.2. THECB staff will review the Applications, which must demonstrate that the eligible GME program will maintain previously established new First-Year Residency Positions and/or create new First-Year Residency Positions that will be filled in July 2022 or July 2023.

7.4. RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education, who will submit his funding decision to THECB Board members for their final approval as consistent with THECB Rule.

8. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.7 of this RFA. The Application form is available on the THECB website: [GME Expansion 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.

Required attachments shall be submitted as separate files from the completed Application form. The Application form and attachments must be submitted by an agent of the Applicant who is authorized to make the submission on behalf of the Applicant.

8.1. CERTIFICATION OF APPLICATION INFORMATION

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

8.2.1 Contact Information

Provide Applicant contact information for the GME Expansion, including:

- Name of GME Program and Sponsoring Institution
- Applicant contact name, position/title, phone, and email
- Additional Applicant contact name, position, phone, and email.

8.2.2 Project Summary

Check the appropriate project category for the Applicant GME Program. Applicant should check all that apply.

8.2.3 Description of Applicant and Partners

Provide description of Applicant, including:

- Name of Sponsoring Institution and GME Program
- GME Program specialty, length (in years), accreditor, accreditation date, program code, and major participating site
- GME Program street address, city, county, zip code

- GME Program director name, email address, and phone
- GME Program coordinator name, email address, and phone
- Other staff name, email address, and phone

8.2.4 Assessment of Need

Complete the residency positions data table. For positions funded by the THECB, include positions that received awards at any time beginning in academic year 2014 through 2021 under all grant programs related to residency position expansion (Unfilled Positions Grants, Grants for New/Expanded Programs, Resident Physician Expansion Grants, and GME Expansion Program).

8.3. PROJECT WORK PLAN OR TIMELINE

8.3.1 Project Goal Statement

Select the Grant Period for which the Applicant intends to apply. The Applicant will provide a statement that describes the total number of residency positions requested to be funded, including maintaining previously supported positions, and any additional increases in First-Year Residency Positions.

8.3.2 Major Project Objectives and Expected Outcomes

Select the project objectives the Applicant intends to accomplish during the Grant Period. Select all that apply.

8.4. BUDGET

Applicant must submit a completed budget for the GME program that would participate in the GME Expansion Program. The budget must include:

- A reasonable estimate of funding expenditures over the Grant Period
- Amounts and justification of allowable funds expenditures by category and year (Refer to Section 6.2)
- Any available matching funds by source and amount.

THECB shall negotiate a Final Award Budget with each Awarded Applicant. Each awarded GME program's annual budget amount for the Grant Period will be determined by the number of positions verified each year by the program and the THECB (See Section 9 for information about position verification). A revised budget shall be required if Grant Award is amended during the Grant Period.

Funding is awarded for maintained, expanded, or new First-Year Residency Positions; however, expenditures are not restricted or tied to a specific resident who fills the awarded position(s). GME Expansion Program funds may be expended on approved direct resident costs for any of the residents (in all PGY levels) training in the GME program that receives the GME Expansion grant.

8.5. FINANCIAL VIABILITY

If Applicant is an Existing GME Program

Complete the table with financial statement data for the Applicant GME program's most recently ended fiscal year. Under revenue, include grant funding and all other sources of income that supported the program. Under expenditures, include all expenditures related to operation of the program, regardless of funding source.

If Applicant is a New GME Program with Start Date of July 1, 2022 or July 1, 2023

Complete the table with projected financial statement data for the 2022-2023 and/or 2023-2024 GME academic year, July 1 through June 30. Include amounts and sources of all income and amounts and categories of all expenditures related to operation of the program.

8.6. EVIDENCE OF LEADERSHIP COMMITMENT

A separate document is not required under this RFA. The signature on the Certification Page by the representative authorized to bind the Sponsoring Institution or GME program certifies that the entity receiving the GME Expansion grant is fully committed to fulfill the requirements and the work to be performed under the GME Expansion Program.

The Applicant contact of the Sponsoring Institution or GME program, should an award be made, is required to keep his/her leadership apprised of the program's performance and fulfillment of grant requirements during the Grant Period.

8.7. ATTACHMENTS

The following Attachments, which are considered a part of the GME Expansion Program Application, should be submitted as separate files from the completed Application form via email to GME-Expansion@highered.texas.gov no later than January 7, 2022, 11:59 p.m. CT.

Existing Programs Maintaining Previously Funded Positions

Documentation of Current Program Accreditation - provide each Applicant GME program's most recent accreditation letter from the associated accrediting body (ACGME or CPME).

Expanding Existing Programs

Documentation of Request for and Accreditor Approval of Additional First-Year Residency Positions

- Provide evidence of Applicant's request to and approval from ACGME or CPME for the increase in number of First-Year Residency Positions. If the request and approval are for a temporary increase, provide a plan, including timetable, for obtaining national accreditor approval for a permanent increase in number of First-Year Residency Positions.
- If a request for approval of First-Year Residency Position expansion has not been submitted to the ACGME or CPME at the time of this Application, Applicant must submit a draft of the letter of request that Applicant intends to submit to the accrediting body and specify the planned date of submission. Applicant must specify the expected date of national accreditor approval for expansion.

To qualify for a Grant Award, accreditation approval for the expanded positions must be in effect no later than July 1 of the academic year in which the new positions begin.

Establishing New GME Programs

Provide a plan and include a timetable, for establishing a new GME program and achieving accreditation from Applicant's accrediting body. Applicant must also provide documentation relating to an application in process for program accreditation by the ACGME or CPME. To qualify for a Grant Award, accreditation for the new program must be in effect no later than July 1 of the eligible academic year in which the program begins. Eligible academic years for this RFA are July 1, 2022 and July 1, 2023.

Audited Financial Statement

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

An audited financial statement for the Applicant's most recently ended fiscal year must be submitted with the Application.

9. DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

Following all negotiations between the THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of the THECB's GME Expansion Program Notice of Grant Award (NOGA, Appendix E), will take effect on the day the NOGA is fully executed, or on July 1, 2022, whichever is later, for a 24-month Grant Period award or on July 1, 2023 for a 12-month Grant Period award. 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" or "Grantee." The Texas Higher Education Coordinating Board, a state agency, may also be referred to as the "THECB," "Board," or "Agency." At times, THECB or "Board" 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

The 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 provisions of this RFA.

GME Expansion Program grants are funded through state general appropriations and other funding. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. The 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 the THECB, as described in Section 9.2.

For a 24-month Grant Period award, the total award will be disbursed in two payments. The first payment will be made on or after July 1, 2022. The second payment is anticipated to be disbursed in June 2023. At the THECB's sole discretion, the second year of grant funding is contingent upon the Awarded Applicant using grant funds appropriately, meeting project benchmarks, and producing expected outcomes in the first year of the Grant Period. For a 12-month Grant Period award, the award will be disbursed in one payment in June 2023.

The amount of each payment will be determined by the actual number of awarded GME positions verified in each year. To qualify for disbursement of first year awarded funds, Awarded Applicant must submit verification to the THECB that the awarded residency positions

have been filled and PGY 1 expansion has been maintained. THECB staff will communicate with Awarded Applicant as to the documents required to complete the verification process.

The THECB anticipates that Applicants will submit verification documentation after the National Residency Matching Program Main Residency Match and Supplemental Offer and Acceptance Program (SOAP) results are released.

The THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to the THECB for either of the two years of this program should become reduced, depleted, or unavailable during the Contract term. As consistent with the Uniform Grant Management Standards (UGMS), after making a finding that an Awarded Applicant has failed to perform or failed to conform to Grant Conditions, the THECB may retract or reduce the Grant Award for the Awarded Applicant. At such time, the Awarded Applicant is required to return funding for positions awarded, but not filled, to the THECB.

Grantee shall not expend awarded funds until the NOGA has been fully executed and the Grant Period has started.

9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before June 30, 2024. Expenses incurred after this date cannot be charged to GME Expansion Program.

9.5 RETURN OF FUNDS

Use of grant funds for allowable expenses are permitted if the funded positions remain filled and the PGY 1 position expansion is maintained. Vacated funded positions may be refilled, and funding continued, with approval of the THECB. Vacated funded positions that are not refilled shall require a return of funds, for the period the position remains vacant, to the THECB within ninety (90) days after the position is vacated, unless otherwise agreed by the THECB and Grantee.

Grantee shall return any unexpended funds to the THECB within ninety (90) days after the end of the Grant Period unless otherwise agreed by the THECB and Grantee.

Grantee shall return any remaining funds promptly if Grant Award is terminated.

THECB will provide Grantee with returns of funds instructions when required.

9.6 GRANT EXTENSION

Extension of GME Expansion Program funding is not allowed. Reporting extension is at the discretion of the THECB.

10. MONITORING AND REPORTING REQUIREMENTS

10.1. MONITORING

The THECB staff shall monitor and oversee GME Expansion Program 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. Grantee shall be required to complete the reports listed in Sections 10.2 and 10.3 for GME Expansion Program awards funded as a result of this RFA. The THECB will provide a template and instructions for electronic submission of required reports.

If Grantee does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadline, and the Grantee has not been granted a submission extension, the THECB reserves the right to require that funds already disbursed to the Grantee be returned. If a required report is not accepted by the THECB, return of funds already disbursed to the

Grantee may be required. Delinquent and unaccepted reports may affect Grantee's eligibility to receive second year of GME Expansion Program funding for 24-month Grant Period awards or to apply for future THECB grant awards, and Grantee may be deemed non-compliant and subject to termination per Section 11.1.

Vacated Funded Positions

THECB monitors funded residency positions by the resident filling the position. Grantee shall notify the THECB if, at any time during the Grant Period, a resident in a funded residency position leaves the program. A vacated funded position may be refilled, and funding continued, with approval of the THECB. Vacated funded positions that are not refilled will require a return of funds for the time the position remains unfilled.

Change in Accreditation

Grantee shall notify the THECB if, at any time during the Grant Period, the GME program's accrediting body revises the accreditation status of the program to probationary or withdraws accreditation.

10.2. PROJECT/PROGRAM NARRATIVE REPORTS

Program Reports

Grantee shall submit program reports as specified by the THECB on or before the following dates. Grantee shall submit a copy of the ACGME or CPME resident roster for the program report requirement.

For a 24-Month Grant Period Award:

- Interim Program Report due October 1, 2023.
- Final Program Report may be required in October 2024 at the discretion of the THECB.

For a 12-Month Grant Period Award:

- Interim Program Report due January 5, 2024.
- Final Program Report may be required in October 2024 at the discretion of the THECB.

10.3. FINANCIAL REPORTS

Grantee shall submit financial expenditure reports as specified by the THECB due on or before the following dates. Financial report templates will be provided by the THECB.

For a 24-Month Grant Period Award:

- Interim Expenditure Report due October 1, 2023. The report will include, but may not be limited to, total expenditures by budget category and unexpended balance as of June 30, 2023.
- Final Financial Report due October 1, 2024. The report must detail actual expenditures for the Grant Period by purpose and amount. The report must also document the unexpended balance of the GME Expansion Program's funds as of June 30, 2024. The Final Financial Report must include a statement certifying expenditures and unexpended balance by the authorized representative of the Grantee.

For a 12-Month Grant Period Award:

- Interim Expenditure Report due January 5, 2024. The report will include, but may not be limited to, total expenditures by budget category and unexpended balance as of November 30, 2023.

- Final Financial Report due October 1, 2024. The report must detail actual expenditures for the Grant Period by purpose and amount. The report must also document the unexpended balance of the GME Expansion Program's funds as of June 30, 2024. The Final Financial Report must include a statement certifying expenditures and unexpended balance by the authorized representative of the Grantee.

11. TERMS AND CONDITIONS

11.1 TERMINATION

Notwithstanding the termination or expiration of this Contract, the provisions of this Contract 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 this Contract.

11.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Award/Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.36, Notice, of this Grant Award/Agreement. In the event of such termination, the 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 the Grantee before the termination date.

11.1.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this 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 this 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 this 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.

11.1.3 Abandonment or Default

If the 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.

11.1.4 Applicable Law and Conforming Amendments

THECB may terminate this 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 this 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.

11.1.5 Excess Obligations (Non-Appropriation)

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 state funds.

11.1.6 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this 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 this 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.

11.1.7 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

This Grant Award/Agreement may be modified only by written amendment executed by the Parties hereto; however, any amendment of this 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 THE 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 THE 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 this 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 11th 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 this 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 under the contract or delegate the performance of its duties under the Grant Award/Agreement without prior written approval from the THECB. Any attempted assignment in violation of this provision is void and without effect.

11.6 DELEGATION OR SUBCONTRACTING

Unless as otherwise provided for in this Grant Award/Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without prior written approval of THECB. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this 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 this 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 this 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 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 above parties in the conduct of the 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 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.

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.

11.8 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 GRANT MANAGEMENT STANDARDS (UGMS)

Grantee agrees to follow the UGMS, including all of its applicable conditions and State Assurances ("UGMS"). UGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.

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. The 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 the THECB's attention and may deny reimbursements or recover payments made by the THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

11.11 SITE VISITS

Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the GME Expansion Program's operations and accomplishments.

11.12 SUPPLANTING PROHIBITION

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

11.13 CARRYOVER OF FUNDS

At the THECB's discretion, unencumbered funds may carry over from each year of the Grant Period.

11.14 APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

The standard financial management conditions and uniform assurances set out in the 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 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the agreement or indirectly through a subcontract under the Grant Award/Agreement. The acceptance of funds directly 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, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

11.16 CHILD SUPPORT OBLIGATION FAMILY CODE (IF APPLICABLE)

By signing this Grant Award/Agreement, Grantee certifies that under Section 231.006, Family Code, Grantee is not ineligible to receive payment under this Grant Award and acknowledges that this Grant Award/Agreement may be terminated and payment may be withheld or recouped if this certification is inaccurate. 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. Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Grant Award/Agreement, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Grant Award/Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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 claim for breach of Contract. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used 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 the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are 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 policy of the 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 Contract/Grant 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 Contract/Grant 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, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State 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 make a determination whether to submit a Public Information Act request to the Attorney General. This 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 24 hours of receipt of any third-party requests for information it receives relating to this Grant Award/Agreement. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created

or exchanged with the State pursuant to this 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 the State 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 the prior written consent of THECB. Grantee will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and 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 the THECB after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Contract. 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 was 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 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 FERPA

Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR 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 the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth in Section 11, TERMS and CONDITIONS. 34 CFR 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 (CDI)

Grantee acknowledges that the Grant Award/Agreement allows the Grantee access to 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 the Grantee destroys the information, the Grantee shall provide THECB with a certificate confirming the date of destruction of the data.

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 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Grantee shall, within one hour of discovery, report to THECB any use 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 or disclosure, (ii) the CDI used 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 or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use 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 ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE

MARKS, AND OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT/AWARD 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 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 THE 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.

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 the 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 the 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 contract.

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. The 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 an Awarded Applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall the 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. The 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 the 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 Grantee is authorized by THECB 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 this Grant Award/Agreement without the prior written consent of THECB; 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 contract 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 the Awarded Applicant.

11.23 ADDITIONAL GRANTEE RESPONSIBILITIES

Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Grant Award/Agreement, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, 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 its, 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 this 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 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 competently and professionally the Services in accordance with this Grant Award/Agreement, (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 this 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 this 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 this 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 this Grant Award/Agreement, and that the provision of Services under this Grant Award/Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the duration of this Grant Award/Agreement, shall be cause for termination of this 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

The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission (TEC) has an online portal for vendors/grantees. Vendors/Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, print and sign before sending a final copy to the THECB at Contracts@THECB.state.tx.us. The TEC portal link can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

11.26 FINANCIAL INTERESTS AND GIFTS

Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Grant Award/Agreement has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this 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 the Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code Chapter 15; (2) in connection with this Grant Award/Agreement, neither I nor any representative of the Grantee have violated any federal antitrust law; and (3) neither I nor any representative of the Grantee have directly or indirectly communicated any of the contents of this Grant Award/Agreement to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the 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 this Grant Award/Agreement.

11.29 INDEPENDENT CONTRACTOR

Grantee shall be an independent contractor in all matters relating to this 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 make its own arrangements to 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 this 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/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 THIS 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 THIS 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 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 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.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to GME Expansion Program as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

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 this Grant Award/Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

11.33 BUY TEXAS

In accordance with Section 2155.4441 of the Texas Government Code, 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

If applicable, upon any request by THECB 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 this Grant Award/Agreement.

11.35 FORCE MAJEURE

THECB may grant relief from performance of this 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 the Grantee. The burden of proof for the need of such relief shall rest upon the 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 this 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), (iv) facsimile, or (v) electronic mail to the parties at the address specified in

this 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 this 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.

The 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 the 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 this 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 this 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 of the Texas Government Code, Prohibition on Certain Bids and Contracts Related to Persons Involved in Human Trafficking, the Grantee certifies that the individual or business entity named in this Grant Award/Agreement is not ineligible to receive the specified contract and acknowledges that this Grant Award/Agreement may be terminated and payment withheld if this certification is inaccurate.

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 Section 2252.152 of the Texas Government Code.

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 Grantee 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>.

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 this 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	
Workers' Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability (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
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
Umbrella/Excess Liability	\$1,000,000 Per Occurrence

Note: The required insurance coverage must be issued from a company or companies that:

- (1) Have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and
- (2) Have 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 the laws of the State of Texas and in a form satisfactory to THECB. All required insurance contracts must:

- (1) Be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and

(2) 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 1200 E. Anderson Lane, Austin, TX 78752, at least 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 1200 E. Anderson Lane, Austin, TX 78752, all renewal policies at least ten 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 this 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 to THECB prior written notice and obtain written approval from THECB prior to any change in key personnel involved in providing Services under this 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, Delegation, or Subcontracting" provision for additional conditions regarding subcontracts). No subcontract under this 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 the 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, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that 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, that 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 or federal government as listed on the State of Texas 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 in 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 this Grant Award/Agreement, the Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

All persons employed to perform duties within Texas, during the term of the Grant Award/Agreement; and

All persons (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Award/Agreement, within the United States of America.

11.50 DRUG FREE WORK PLACE

The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

11.51 NO COMMISSIONS

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

11.52 APPLICABLE TAXES

This 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(s) 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 this 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 the Grantee's request.

11.53 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

Effective September 1, 2006, 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 1 Texas Administrative Code (TAC) Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Grantee shall provide Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas 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. The Grantee, by acceptance of this Grant Award/Agreement, agrees to abide by this policy when on the property of THECB.

11.55 SUBSTITUTIONS

Substitutions are not permitted without the written approval of THECB.

11.56 CONTRACTING INFORMATION RESPONSIBILITIES

(APPLICABLE FOR CONTRACTS \$1 MILLION AND ABOVE)

Grantee represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Grant Award/Agreement and the Grantee agrees that the Grant Award/Agreement can be terminated if the 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 Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

11.58 DISASTER RECOVERY PLAN

Upon request of THECB, Grantee shall provide the descriptions of its business continuity and disaster recovery plans.

11.59 COVID 19 VACCINE PASSPORT PROHIBITION (IF APPLICABLE)

Grantee certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Grantees business. Grantee acknowledges that such a vaccine or recovery requirement would make Grantee ineligible for a state-funded contract.

11.60 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This 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 the Grantee's response to the RFA.

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

(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. This 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 Parties relating to the subject matter of this 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 this Grant Award/Agreement or otherwise.

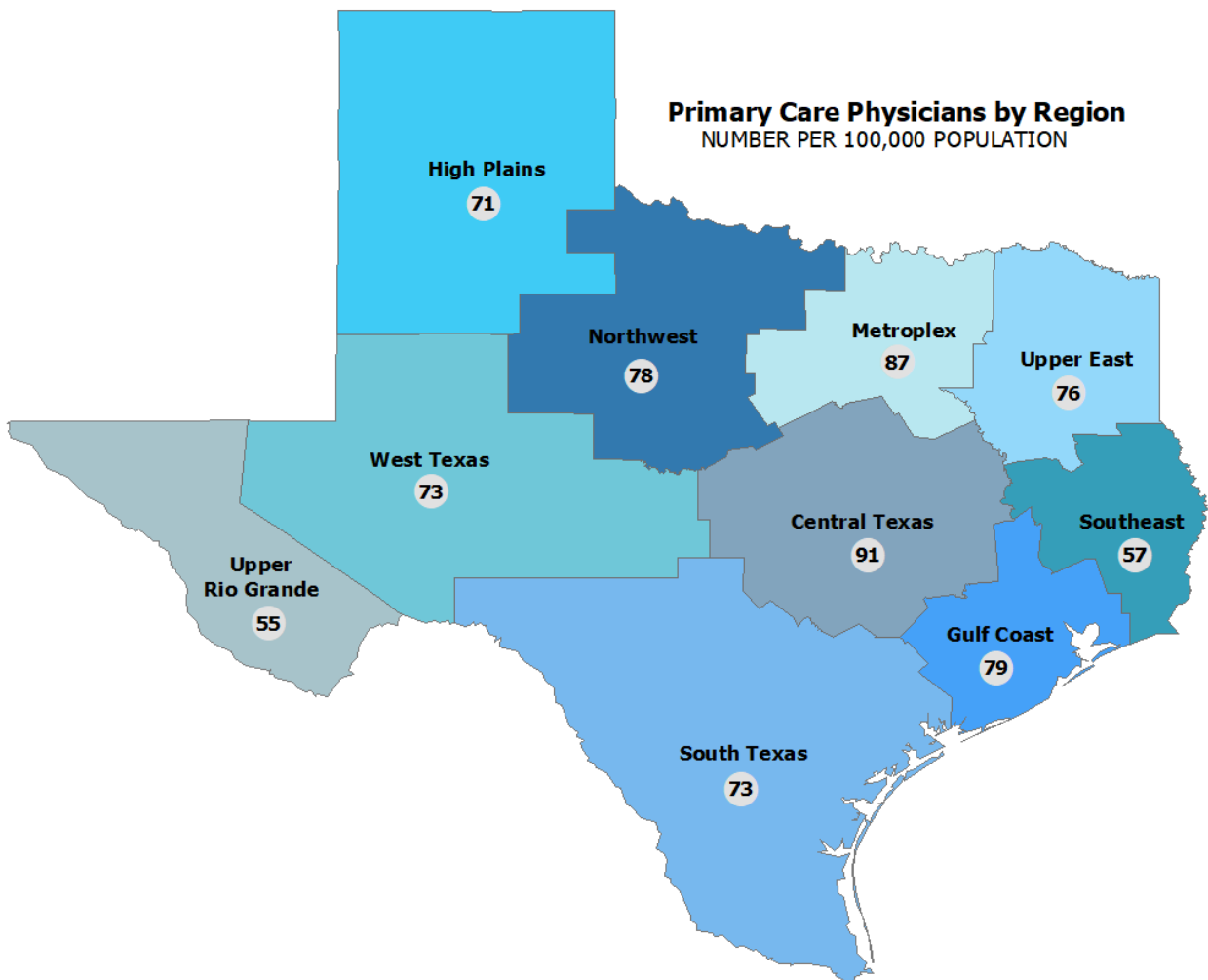
If language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

APPENDIX A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An entity submitting an Application in accordance with the terms of this RFA that is (1) located in the state of Texas, and (2) a Sponsoring Institution of an graduate medical education program accredited by the Accreditation Council for Graduate Medical Education (ACGME) for graduates of allopathic (Doctor of Medicine or MDs) and osteopathic (Doctor of Osteopathic Medicine or DOs) medical schools, or an eligible graduate medical education program accredited by the Council on Podiatric Medical Education (CPME) for graduates of podiatric medical schools.
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. **First-Year Residency Position** – A residency position offering first year training in a graduate medical education program.
5. **Graduate Medical Education (GME) Program** – A nationally accredited post-Doctor of Medicine (MD) or post-Doctor of Osteopathic Medicine (DO) program that prepares physicians for the independent practice of medicine in a specific specialty area; or a nationally accredited post-Doctor of Podiatric Medicine (DPM) program that prepares podiatrists for independent practice in the specialty area of podiatry.
6. **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.
7. **PGY #** – Postgraduate Year – A resident’s current year (denoted by numeral after PGY) of accredited graduate medical education. This designation may or may not correspond to the resident’s year in a particular program.
8. **Sponsoring Institution** - The entity that assumes the ultimate financial or academic responsibility for a graduate medical education program.
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 PM CT, except for scheduled state of Texas and national holidays.
11. **Texas Higher Education Region** – Texas is divided into ten higher education regions. Regions #5 (Southeast) and #10 (Upper Rio Grande) have been identified as priority criteria based on the low ratio of Primary Care physicians per 100,000 population. Texas Higher Education Region map and table by county follows.

TEXAS HIGHER EDUCATION REGIONS



County	Region #	Region Name
Anderson	4	Upper East
Andrews	9	West Texas
Angelina	5	South East
Aransas	8	South Texas
Atascosa	8	South Texas
Austin	6	Gulf Coast
Bailey	1	High Plains
Bandera	8	South Texas
Bastrop	7	Central Texas

GME Expansion Program

Baylor	2	Northwest
Bee	8	South Texas
Bell	7	Central Texas
Bexar	8	South Texas
Blanco	7	Central Texas
Bosque	7	Central Texas
Bowie	4	Upper East
Brazoria	6	Gulf Coast
Brazos	7	Central Texas
Brewster	10	Upper Rio Grande
Brooks	8	South Texas
Brown	2	Northwest
Burleson	7	Central Texas
Burnet	7	Central Texas
Caldwell	7	Central Texas
Calhoun	8	South Texas
Callahan	2	Northwest
Cameron	8	South Texas
Camp	4	Upper East
Cass	4	Upper East
Castro	1	High Plains
Chambers	6	Gulf Coast
Cherokee	4	Upper East
Childress	1	High Plains
Clay	2	Northwest
Cochran	1	High Plains
Coleman	2	Northwest
Collin	3	Metroplex
Collingsworth	1	High Plains
Colorado	6	Gulf Coast
Comal	8	South Texas
Comanche	2	Northwest
Concho	9	West Texas
Cooke	3	Metroplex
Coryell	7	Central Texas
Crane	9	West Texas
Crockett	9	West Texas
Crosby	1	High Plains
Culberson	10	Upper Rio Grande

GME Expansion Program

Dallas	3	Metroplex
Dawson	9	West Texas
Deaf Smith	1	High Plains
Denton	3	Metroplex
DeWitt	8	South Texas
Dimmit	8	South Texas
Donley	1	High Plains
Eastland	2	Northwest
Ector	9	West Texas
Edwards	8	South Texas
El Paso	10	Upper Rio Grande
Ellis	3	Metroplex
Erath	3	Metroplex
Falls	7	Central Texas
Fannin	3	Metroplex
Fayette	7	Central Texas
Fisher	2	Northwest
Floyd	1	High Plains
Fort Bend	6	Gulf Coast
Franklin	4	Upper East
Freestone	7	Central Texas
Frio	8	South Texas
Gaines	9	West Texas
Galveston	6	Gulf Coast
Gillespie	8	South Texas
Gonzales	8	South Texas
Gray	1	High Plains
Grayson	3	Metroplex
Gregg	4	Upper East
Grimes	7	Central Texas
Guadalupe	8	South Texas
Hale	1	High Plains
Hall	1	High Plains
Hamilton	7	Central Texas
Hansford	1	High Plains
Hardeman	2	Northwest
Hardin	5	South East
Harris	6	Gulf Coast
Harrison	4	Upper East

GME Expansion Program

Hartley	1	High Plains
Haskell	2	Northwest
Hays	7	Central Texas
Hemphill	1	High Plains
Henderson	4	Upper East
Hidalgo	8	South Texas
Hill	7	Central Texas
Hockley	1	High Plains
Hood	3	Metroplex
Hopkins	4	Upper East
Houston	5	South East
Howard	9	West Texas
Hudspeth	10	Upper Rio Grande
Hunt	3	Metroplex
Hutchinson	1	High Plains
Jack	2	Northwest
Jackson	8	South Texas
Jasper	5	South East
Jeff Davis	10	Upper Rio Grande
Jefferson	5	South East
Jim Wells	8	South Texas
Johnson	3	Metroplex
Jones	2	Northwest
Karnes	8	South Texas
Kaufman	3	Metroplex
Kendall	8	South Texas
Kerr	8	South Texas
Kimble	9	West Texas
Kleberg	8	South Texas
La Salle	8	South Texas
Lamar	4	Upper East
Lamb	1	High Plains
Lampasas	7	Central Texas
Lavaca	8	South Texas
Lee	7	Central Texas
Leon	7	Central Texas
Liberty	6	Gulf Coast
Limestone	7	Central Texas
Live Oak	8	South Texas

GME Expansion Program

Llano	7	Central Texas
Lubbock	1	High Plains
Lynn	1	High Plains
Madison	7	Central Texas
Marion	4	Upper East
Martin	9	West Texas
Mason	9	West Texas
Matagorda	6	Gulf Coast
Maverick	8	South Texas
McCulloch	9	West Texas
McLennan	7	Central Texas
Medina	8	South Texas
Menard	9	West Texas
Midland	9	West Texas
Milam	7	Central Texas
Mills	7	Central Texas
Mitchell	2	Northwest
Montague	2	Northwest
Montgomery	6	Gulf Coast
Moore	1	High Plains
Morris	4	Upper East
Nacogdoches	5	South East
Navarro	3	Metroplex
Newton	5	South East
Nolan	2	Northwest
Nueces	8	South Texas
Ochiltree	1	High Plains
Orange	5	South East
Palo Pinto	3	Metroplex
Panola	4	Upper East
Parker	3	Metroplex
Parmer	1	High Plains
Pecos	9	West Texas
Polk	5	South East
Potter	1	High Plains
Presidio	10	Upper Rio Grande
Randall	1	High Plains
Reagan	9	West Texas
Red River	4	Upper East

GME Expansion Program

Reeves	9	West Texas
Refugio	8	South Texas
Robertson	7	Central Texas
Rockwall	3	Metroplex
Runnels	2	Northwest
Rusk	4	Upper East
Sabine	5	South East
San Augustine	5	South East
San Jacinto	5	South East
San Patricio	8	South Texas
San Saba	7	Central Texas
Schleicher	9	West Texas
Scurry	2	Northwest
Shackelford	2	Northwest
Shelby	5	South East
Smith	4	Upper East
Somervell	3	Metroplex
Starr	8	South Texas
Stephens	2	Northwest
Stonewall	2	Northwest
Sutton	9	West Texas
Swisher	1	High Plains
Tarrant	3	Metroplex
Taylor	2	Northwest
Terry	1	High Plains
Throckmorton	2	Northwest
Titus	4	Upper East
Tom Green	9	West Texas
Travis	7	Central Texas
Trinity	5	South East
Tyler	5	South East
Upshur	4	Upper East
Upton	9	West Texas
Uvalde	8	South Texas
Val Verde	8	South Texas
Van Zandt	4	Upper East
Victoria	8	South Texas
Walker	6	Gulf Coast
Waller	6	Gulf Coast

GME Expansion Program

Ward	9	West Texas
Washington	7	Central Texas
Webb	8	South Texas
Wharton	6	Gulf Coast
Wheeler	1	High Plains
Wichita	2	Northwest
Wilbarger	2	Northwest
Willacy	8	South Texas
Williamson	7	Central Texas
Wilson	8	South Texas
Winkler	9	West Texas
Wise	3	Metroplex
Wood	4	Upper East
Yoakum	1	High Plains
Young	2	Northwest
Zavala	8	South Texas

APPENDIX B: CALENDAR OF EVENTS

November 2021	Request for Applications Published
December 27, 2021	Inquiry Deadline
January 7, 2022	Application Deadline
January 2022	THECB Announces Grant Awards
January 2022	Execution of Grant Contracts Begin
March 2022	Position Verification for FY 2022 Begins
July 1, 2022*	24-Month Grant Period and FY 2022 Disbursement Begins
October 1, 2023	Interim Program and Expenditure Reports Due for 24-Month Grant Period Awards
March 2023	Position Verification for FY 2023 Begins
June 2023	FY 2023 Disbursement Begins for Second Year of 24-Month Grant Period Awards
July 1, 2023*	12-Month Grant Period and FY 2023 Disbursement for 12-Month Grant Period Awards Begins
January 5, 2024	Interim Program and Expenditure Reports Due for 12-Month Grant Period Awards
June 30, 2024	Grant Periods End – Last Day to Expend Grant Funds
September 28, 2024	Last Day to Return Unexpended Funds to the THECB (unless otherwise agreed by the THECB and Grantee)
October 1, 2024	Final Program Report Due (if required by THECB) Final Financial Report Due

*Grant Period begins on date stated or upon execution of Notice of Grant Award, whichever is later.


APPENDIX C: APPLICATION EVALUATION FORM

(Not applicable under this RFA. Refer to Section 7 for criteria of award selection)

APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment
Certification of Application Information (8.1) Project Narrative (8.2) Project Work Plan or Timeline (8.3) Budget (8.4) Financial Viability – Financial Statement Table (8.5)	Application Form (Available on www.highered.texas.gov/GMEXP)
Official Accreditation Letters (8.7)	Attachment
Request for and National Accreditor Approval of Additional First-Year Residency Positions (8.7)	Attachment
Plan and Timetable for Establishing New GME Program and Achieving Accreditation (8.7)	Attachment
Audited Financial Statement (8.7) THIS SECTION DOES NOT APPLY TO STATE AGENCIES	Attachment

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD

 <div style="text-align: right;"> <p>THECB Award Number: XXXXXX</p> <p>Appropriation Year: AY22 Sep 2022 – Aug 2023</p> </div>	
<p>Notice of State Grant Award</p> <p>to</p> <p>{contracted_party}</p>	
<p>Grantee Name and Address:</p> <p>{contracted_party} {address} {city},{state} {zip}</p> <p>Residency Program:</p> <p>{residency_program} {address} {city},{state} {zip}</p>	<p>Grant Title: Graduate Medical Education Expansion Grant</p> <hr/> <p>Amount of Award: \$ {total_\$}</p> <hr/> <p>Division: 070 Academic and Health Affairs</p> <hr/> <p>Term of Grant: July 1, 2022 (or on full execution of NOGA, whichever is later) to June 30, 2024 All allowable expenditures must be incurred by: June 30, 2024</p> <hr/> <p>Payment Method: Payment amount for each Fiscal Year (FY) will be determined by the actual number of awarded positions verified as filled.</p> <ul style="list-style-type: none"> FY 2022 payment will be made after verification of filled funded positions, and, if applicable, THECB receipt of Disclosure of Interested Parties. FY 2023 payment will be made after verification of filled funded positions and is contingent upon Grantee using grant funds appropriately, meeting project benchmarks, and producing expected outcomes in the first year of the Grant Period. <p>The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application.</p>
<p>Authority: Texas Education Code, Sections 58A.021, 58A.023-58A.026.</p>	
<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>	
<p>Signed by THECB Official:</p>	<p>Signed by Grantee Official:</p>
<p>Name, Title</p>	<p>Name, Title</p>
<p>Date:</p>	<p>Date:</p>