

60x30TX



Texas Higher Education
Coordinating Board

REQUEST FOR APPLICATIONS

Minority Health Research and Education Grant Program

2022-2023

24472

NOTICE OF INTENT DEADLINE: 11:59 p.m. CDT, June 10, 2021

THECB INVITATION TO SUBMIT APPLICATION: July 1, 2021

INQUIRY DEADLINE: 11:59 p.m. CDT, July 21, 2021

APPLICATION DEADLINE: 11:59 p.m. CDT, July 28, 2021

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

Minority Health Research and Education Grant Program (MHGP)

1.2. SYNOPSIS OF PROGRAM

MHGP was established to provide funding to institutions of higher education to conduct research and educational projects on public health issues affecting one or more minority populations in Texas.

This specific Request for Applications (RFA) seeks to support eligible institutions of higher education in providing clinical training and practicum experiences to students in health professions education through sustainable academic-clinical partnerships, while also addressing health disparities, particularly those faced by minority populations in Texas. This RFA aims to facilitate program completion and acquisition of marketable skills that enhance program graduates' ability to provide health care in a manner and context appropriate for the individuals being served. One guiding premise of the RFA is also that exposure to and awareness of issues concerning access to health care and health disparities may positively influence students' career aspirations in working with underserved populations upon graduation.

1.3. PROGRAM AUTHORITY

The statutory authority for the Minority Health Research and Education Grant Program is found in Texas Education Code, Chapter 63, Subchapter D, Permanent Fund for Minority Health Research and Education.

1.4. POINT OF CONTACT

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

Fu-An Lin, Ph.D., Program Director
Academic and Health Affairs
Texas Higher Education Coordinating Board
Email: MHGP@highered.texas.gov

1.5. INQUIRIES

All inquiries shall be directed to Point of Contact. Applicants and prospective Applicants must not discuss an Application, including a Notice of Intent to Apply, or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an Application. All responses by the THECB must be in writing to be binding. Questions must be submitted via email to MHGP@highered.texas.gov by 11:59 p.m. Central Daylight Time (CDT), July 21, 2021.

Any information deemed by the 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 (Addendum) to all Applicants that have submitted a Notice of Intent to Apply and/or an Application. All Applicants must acknowledge receipt of all Addenda, if any, to this RFA by an email to MHGP@highered.texas.gov.

2. AWARD SUMMARY

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

Contingent upon the amount of funding available in the Permanent Fund for Minority Health Research and Education, the THECB expects to award approximately 10 grants (Grant Award), in an amount not to exceed \$500,000 per Grant Award for the Grant Period (Grant Period).

2.2. GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on January 1, 2022, whichever is later, and will conclude on December 31, 2023, for a 24-month Grant Period. The planning, implementation, and evaluation of MHGP-funded projects awarded under this RFA must be completed within the Grant Period. Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

At the THECB's sole discretion, the second year of funding (January 2023-December 2023) will be contingent upon the Awarded Applicant using the grant funds according to the grant contract terms of conditions; meeting project benchmarks and contractual deadlines; and producing expected outcomes, results, and products in the first year (January 2022-December 2022) of the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support MHGP Grants will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Grant 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. The THECB reserves the right to revise this timeline or any portion of this RFA by publishing an Addendum. A Calendar of Events for the entire Grant Period is in Appendix B.

Dates	Application Steps
June 10, 2021	Notice of Intent to Apply (NOI) Deadline
July 1, 2021	THECB Invitation to Submit Application based on NOI
July 21, 2021	Inquiry Deadline
July 28, 2021	Application Deadline
October 2021	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

An Eligible Applicant (Eligible Applicant or Applicant) is an institution of higher education, that is a public entity defined in Section 61.003(8) of the Texas Education Code, or a Center for Teacher Education (see Appendix A) that conducts research or educational programs that address minority health issues or that forms a partnership with a minority organization, college, or university to conduct research or educational programs that address minority health issues.

3.2. ELIGIBLE PROJECTS

Proposed projects from Eligible Applicants are required to set up sustainable academic-clinical partnerships between health professions degree programs and health care providers by developing new and/or existing partnerships to increase student clinical placements in medically underserved communities (MUC) in Texas. The designation of a partnership as new or existing is based on the definitions in Appendix A.

The new and existing partnerships should seek to address health disparities in communities with a large or growing minority population, while providing and increasing valuable clinical training experiences in such communities for students in health professions degree programs. Existing partnership sites should be those that students typically would not utilize for their clinical practicum training due to a lack of support from grants or other forms of funding to defray costs associated with the training (e.g., travel expenses, costs to establish faculty support).

Projects that received or have received MHGP funding are eligible to reapply.

The following components are required for each proposed project:

- (1) Designate one allied health degree program that will serve as the primary degree program leading the project development and implementation.
 - o Eligible primary degree programs: 1) are defined as an allied health discipline (see Appendix A, RFA Definitions), 2) have currently enrolled students, and 3) are fully accredited at the programmatic level by an agency recognized by the Secretary of the U.S. Department of Education and/or by the Council for Higher Education Accreditation (CHEA) to confer the specific allied health degrees. If a degree program’s programmatic accreditation is through an accrediting agency of national scope that is not recognized by the U.S. Department of Education or CHEA, the THECB shall make the final determination as to whether or not the proposed degree program is eligible to serve as the primary degree program for the proposed project.
 - o Table 1 lists targeted allied health degree programs that align with the focus of this RFA without designation of funding priority. (See Table 2 in Section 7.2 for the subset of disciplines that will receive funding priority under this RFA.) Eligible Applicants may propose other allied health fields that are not included in Table 1. However, the THECB shall make the final determination as to whether or not a proposed field is aligned with the intent of this RFA and preference will be given to allied health disciplines and occupations that involve interaction with patients and/or the community.

Table 1. Targeted Allied Health Disciplines

<i>Audiology/Speech Language Pathology</i>
<i>Clinical Psychology</i>
<i>Communication Sciences and Disorders</i>
<i>Community Health Services/Counseling</i>
<i>Counseling Psychology</i>
<i>Dental Hygiene</i>
<i>Marriage and Family Counseling</i>
<i>Mental Health Counseling</i>
<i>Nutrition and Dietetics</i>
<i>Occupational Therapy</i>
<i>Physical Therapy</i>
<i>Physician Assistant Studies</i>
<i>Rehabilitation Counseling</i>
<i>Respiratory Care</i>
<i>Social Work</i>

- (2) Increase student clinical placements in Texas medically underserved counties and communities.
- (3) Specify clear learning objectives for students' clinical practicum experiences at the clinical partnership sites.
- (4) Allow at least partial fulfillment of the degree program's requirements regarding clinical/practicum experiences for students who participate in clinical training at the clinical partnership sites.
 - o The academic-clinical partnerships shall enable experiential learning and mentoring for students. The clinical/practicum experiences to be supported by MHGP are those for which students do not receive compensation from the clinical or academic partners.
- (5) Increase enrollment of underrepresented minority students, particularly African American and Hispanic students, in the proposed project's primary allied health degree program.

Each project should name one project director who is an educator from the primary allied health degree program and responsible for the implementation and oversight of the proposed project. The person shall be a full-time employee, preferably a faculty member in a tenured or tenure-track position, at the Applicant institution. One additional co-project director may be named from the Applicant institution if the person is similarly qualified and shares responsibilities for the project. The project director(s) of Awarded Applicants will attend three virtual meetings organized by the THECB during the Grant Period; the meeting dates are listed in Appendix B, Calendar of Events. The meeting times will be provided to the Awarded Applicants, depending upon participation availability.

Though not a required component, an Interprofessional Education (IPE) focus for students' clinical training at the proposed clinical partnership sites is highly encouraged. The IPE clinical training will be field-based, involving students in different degree programs (see Section 7.2).

3.3. PRIORITY PROJECTS

Applications that meet one or more of the Priority Criteria in Section 7.2 will be given priority in the award selection process.

3.4. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

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

3.5. NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is required. Potential Applicants shall submit NOIs to the THECB according to the deadline and submission instructions established in this section.

Only NOIs electronically submitted to MHGP@highered.texas.gov on or before **11:59 p.m. CDT, June 10, 2021**, will be accepted. The email subject line should contain "NOI MHGP." Each submitted NOI shall include the following information:

- The name of the Applicant institution
- The name, position title, address, telephone number, and email address of each project director
- The primary degree program, including its Classification of Instructional Programs (CIP) code, that is the one allied health degree program leading the development and implementation of the proposed project. (Refer to Section 3.2 for eligibility requirements.) To identify the CIP code, use the online THECB degree program search tool available at <https://www.highered.texas.gov/apps/programinventory/?view=ProgSearchForm>.
- The name of the programmatic accrediting agency of the primary allied health degree program, the year of the initial programmatic accreditation, and dates of the current accreditation period

- A maximum 1200-word description that identifies the targeted allied health discipline(s) involved in the proposed MHGP project, the proposed MHGP project's goal and objectives, estimated numbers of academic-clinical partnerships, estimated numbers and characteristics of project participants, characteristics of clinical practicum experiences to be provided by the project, strategies for recruitment and overall project implementation, project evaluation and methods of data collection, anticipated project outcomes, estimated cost of the project, any existing sources of project funding, and planned use of MHGP funds. The description must demonstrate that the proposed project meets the requirements that are defined in Section 3.2 of this RFA and that the Applicant and project partners have the appropriate populations and resources to successfully conduct the project.
- A table naming the proposed clinical partners in medically underserved counties or communities for the academic-clinical partnerships. The information provided for each clinical partner should include: (1) name, (2) whether it is a new or existing clinical partnership site for the primary degree program per definitions in Appendix A, (3) physical address, city, and ZIP code, (4) cumulative number of students in the primary degree program utilizing the site for clinical training between spring 2021 and the end of fall 2021, (5) a 50-word description about health disparities in the medically underserved county or community, and (6) size and/or growth of the minority populations in the county or community presented as numbers and percentages by race/ethnicity.
- A table indicating, for the primary allied health degree program: (1) the current program enrollment number, (2) the current numbers and percentages of enrolled African American and Hispanic students, and (3) the anticipated increase of enrollment among African American and Hispanic students during the Grant Period.

Applicant is solely responsible for ensuring that Applicant's complete electronic NOI is sent to and received by the THECB on or before the established deadline. Applicant should retain proof of timely NOI submission.

The THECB will confirm receipt of the NOI via email to Applicant within **three (3)** state business days of receipt by the THECB. Applicant must not consider an NOI received by the THECB until Applicant has received an email confirmation from the THECB.

If Applicant has not received an email confirmation from the THECB within three (3) state business days of submission, contact the Point of Contact at MHGP@highered.texas.gov. Applicant may be requested to provide proof of timely submission.

The THECB takes no responsibility for electronic NOIs that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any THECB or Applicant antivirus or other security software.

The THECB will respond to all Applicants that submitted an NOI. The THECB will notify the project director at an Applicant via email by July 1, 2021, to indicate if the Applicant may proceed to submit an Application. If an Applicant is not selected to submit an Application, THECB staff will provide Applicant with information explaining the decision. Applications for which an NOI has not been submitted will not be considered for a Grant Award.

4. APPLICATION SUBMISSION

4.1. APPLICATION DEADLINE: 11:59 p.m. CDT, July 28, 2021

Please refer to the MHGP website (www.highered.texas.gov/MHGP) to view and download the MHGP Application Form. Applications to be considered for possible Grant Awards must be:

- completed according to the guidelines and requirements in this RFA;
- submitted, with required Attachments, by an authorized agent of the Applicant institution; and

- submitted via email to MHGP@highered.texas.gov.

*Late or incomplete Applications will not be accepted. Applications submitted to an address different from MHGP@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 Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant antivirus or other security software.

The THECB will confirm Application receipt via email within **three (3)** state business days of receipt by the THECB. If an Applicant does not receive such confirmation from the THECB, contact the Point of Contact at MHGP@highered.texas.gov 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 shall be considered to be "on time" if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by the THECB prior to the deadlines outlined in Section 4. The THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

5. PROGRAM BACKGROUND

5.1. DETAILED PROGRAM OVERVIEW

In 1999, the 76th Texas Legislature created the Permanent Fund for Minority Health Research and Education funded with proceeds from the state's Tobacco Lawsuit Settlement. The permanent fund supports research or educational programs that address minority health issues.

Availability of clinical training sites is a challenge for health professions degree programs, often limiting enrollment capacities. Existing literature has documented issues concerning access to health care due to a shortage of providers, in addition to public health implications from having a health workforce that does not reflect the general population. Available research has demonstrated the benefits of community-based fieldwork experiences in fostering professional and personal development among students in health professions education. On the promising potential of student development via clinical training and the guiding premise of exposure as influencing students' career aspirations in working with underserved populations, this RFA aims to encourage health professions degree programs' efforts to increase enrollment, especially among African American and Hispanic students, and alleviate health disparities, particularly those faced by minority populations in Texas. Proposed projects shall each designate one allied health degree program serving as the primary degree program leading the project (Section 3.2) and shall not conflict with the orders and decrees of any court or administrative bodies or tribunals in the administration of minority programs in higher education.

6. PROJECT REQUIREMENTS

6.1. FUNDING RESTRICTION

MHGP funds shall not be substituted for any other funds available to the Applicant or any collaborating programs or project partners. Awarded Applicants will be required to return to the THECB any MHGP funds expended as substituted funds per THECB instructions. Awarded funds shall be spent only on expenses that support the proposed MHGP project as documented in the Final Award Budget in the awarded Application. Refer to Section 6.2.3 for information relating to budget changes for Awarded Applicants.

The project is allowed to devote a maximum of 12 months (until December 31, 2022) as a planning period for the proposed new academic-clinical partnerships. Specific clinical partnership sites must be identified and communication initiated in the first six months no later than June 30, 2022. Contracts and/or agreements must be established for the academic-clinical partnerships during the first year of the Grant Period (January 2022-December 2022) to allow students' clinical practicum training at the new clinical partnership sites no later than during the second year of the Grant Period (January 2023-December 2023). For the proposed existing clinical partnership sites, the project must begin placing students for clinical practicum training during the first year of the Grant Period and continue student clinical placements during the second year of the Grant Period.

By December 31, 2022, the end of the first year of the Grant Period, the project must establish at least 75% of the total proposed number of clinical partnership sites via newly executed clinical agreements and/or student clinical placements. Failure to meet these benchmarks may constitute, at THECB's discretion, a material breach of the grant Contract, and the project may be subject to funding reduction, return of funds, or early termination.

6.2. ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1. Allowable Cost Categories

Reasonable costs in the common cost categories listed below in this section will be allowed in the project budget. Applicant should refer to Section 8.5 for the specific budget categories to be included in the project budget of the Application. The THECB shall negotiate with each Awarded Applicant a Final Award Budget, including itemized detailed information, in the awarded Application.

- Costs related to training on specified learning objectives and evidence-based "precepting" practices for clinicians and practitioners providing licensed supervision
- Compensation for project faculty and staff at the Applicant institution and at institutions serving as IPE collaborators

- Costs for staffing must reflect institutional salaries of the Eligible Applicant or project partner appropriate to the tasks that will be performed and to the length and time spent on the project.
- Stipends for student participants, which shall serve to subsidize reasonable expenses related to students' participation in clinical practicum training at the MHGP project's clinical partnership sites
 - To receive stipends under the MHGP-funded project, a student participant must be
 - authorized to seek employment in the U.S. without restrictions
 - a U.S. citizen, permanent resident, or otherwise lawfully present in the U.S.
 - a Texas resident
 - enrolled in an eligible degree program maintaining satisfactory academic standing and has not yet graduated, and
 - placed in the project's clinical partnership site for clinical practicum training. A student whose clinical training at a project clinical partnership site started prior to the Grant Period is not eligible to receive MHGP funding support.
 - For each course that includes a required field-based clinical component, each student participant enrolled in the course may be awarded MHGP funding support only once for the clinical requirement. The awarded support may only be from one institution or entity involved in the MHGP project.
 - Each Awarded Applicant is required to maintain records for each student receiving the MHGP-funded stipends, including dates and the facility/facilities for the clinical practicum training, and stipend payment dates.

6.2.2. Prohibited Costs

The following types of costs shall not be included in the proposed budget or the Final Award Budget or be paid with MHGP Grant funds:

- Costs incurred prior to the Grant Period
- Costs already budgeted, encumbered, or incurred with other funds available to the Applicant or partners
- Support for students whose clinical training at a project clinical partnership site started prior to the Grant Period
- Student stipend support in the form of estimated lost wages due to the student's participation in clinical practicum training at the MHGP project's clinical partnership sites
- Salaries or other forms of personnel compensation that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position)
- Payments or other forms of compensation for clinicians or practitioners providing licensed supervision at clinical partnership sites
- Incentive payments, including but not limited to gift cards or gas cards
- Costs related to pre-clinical requirements, including but not limited to background checks, insurance, and immunization
- Construction or renovations of facilities, architect's fees, and feasibility studies
- Fees for facility rental at the Applicant institution
- Application fees and costs related to institutional or programmatic accreditation
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price of approved equipment
- Food and beverages not considered as per diem for travel
- Alcohol
- Foreign travel
- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), reasonableness, and cost-effectiveness

- Tips or gratuity
- Indirect costs

6.2.3. Budget Changes

Submission of a Budget Change Request to MHGP@highered.texas.gov and prior written approval from the THECB are required to allow (1) changes to the Final Award Budget, (2) adjustments to MHGP-supported expenditures, or (3) charge of the following costs to the grant:

- Equipment, software, licenses, memberships, or subscriptions not specifically identified and itemized in the Final Award Budget in the awarded Application
 - Any equipment purchased with MHGP funds that is not in use and serving its intended purposes as specified by Applicant will not be reimbursed by the THECB, and Awarded Applicant will be required to return any reimbursement it has received from the THECB.
- Domestic travel not specifically itemized in the Final Award Budget in the awarded Application
- Salaries, compensation, fringe benefits, or positions not specifically identified and justified in the Final Award Budget in the awarded Application
- MHGP-funded support and participant costs connected to students' clinical training at a clinical partnership site that is not specifically listed in the awarded Application
- Student support and participant costs in a format or structure not specifically described and itemized in the awarded Application
- Reallocation of budgeted funds for student stipends supporting clinical training at clinical partnership sites, as approved in the Final Award Budget in the awarded Application, to support another cost item or category
- Expenditures in the Other Direct Costs budget category that are not specifically identified and justified in the Final Award Budget in the awarded Application
- Transfer of budgeted funds, as approved in the Final Award Budget in the awarded Application, across budget categories specified in Section 8.5 that cumulatively exceed 15% of the total Grant Award during the Grant Period

Budget Change Request approval must be received in writing from the Point of Contact for MHGP.

7. AWARD SELECTION CRITERIA

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

This RFA is designed to issue Grant Awards that provide the best overall value to the state and in accordance with the goals of the RFA. General selection criteria shall be based on project quality, cost of the project, and other factors, including state and regional needs and priorities, number of clinical partnership sites in medically underserved counties or communities, number of eligible students served, extent of increase in student clinical placements, extent of projected enrollment increase among African American and Hispanic students during the Grant Period, quality and viability of the proposed academic-clinical partnerships, ability to implement the project during the Grant Period and to continue the project after the Grant Period, and past performance on THECB grants.

7.1. APPLICATION SCREENING

THECB staff shall conduct an initial screening of Applications to determine adherence to the grant program requirements contained in the RFA. An Application must meet the 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 Application 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

Based on the recognized need for mental health services in the state, funding priority under this RFA is for the disciplines listed in Table 2. If the primary degree program for the proposed project is a priority discipline from Table 2, the project will receive 10 points in the application evaluation process. Additional targeted disciplines without funding priority are listed in Table 1 in Section 3.2.

Table 2. Priority Disciplines

<i>Clinical Psychology</i>
<i>Community Health Services/Counseling</i>
<i>Counseling Psychology</i>
<i>Marriage and Family Counseling</i>
<i>Mental Health Counseling</i>
<i>Rehabilitation Counseling</i>

The following are preferred components for proposed projects under this RFA. Applicants that include one or more of the preferred project components may receive up to 50 points in the application evaluation process.

- Field-based clinical training for students with an Interprofessional Education (IPE) focus at the project’s clinical partnership sites conducted in collaboration with other degree programs at the Applicant institution or other institutions in Texas. The role of each IPE degree program partner must be verified in a letter from the partner that will be submitted as an Attachment (See Section 8.8). Applicants that demonstrate strong commitment and participation of their IPE degree program partners in the project and that include IPE degree programs accredited by a programmatic accrediting agency recognized by the Secretary of the U.S. Department of Education and/or by the Council for Higher Education Accreditation may receive up to 35 points in the application evaluation process.
- Creation and implementation of a career pathway for clinicians and practitioners at the clinical partnership sites to pursue academic appointments at the Applicant institution. The career pathway should not represent existing practices at the Applicant institution. Applicants that demonstrate strength in the design and implementation of the pathway may receive up to 15 points in the application evaluation process.

7.3. GENERAL CRITERIA FOR AWARD SELECTION

Reviewers will evaluate Applications submitted for this RFA based on the project elements and the criteria presented in this section, which include the funding priority and preferred project components described in Section 7.2. The evaluation criteria are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success. A maximum of 290 points may be awarded. The Application Evaluation Form is in Appendix C.

- Significance and impact of project for minority health issues (60 points)
- Project design, including preferred project components (110 points)
- Resources to perform project (20 points)
- Cost effectiveness (40 points)

- Evaluation and expected outcomes (60 points)

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 recommendation to THECB Board members for their final approval as consistent with 19 Texas Administrative Code, Section 1.16.

8. APPLICATION FORMAT AND CONTENT

Information an Applicant includes in an MHGP grant Application shall substantially correspond to the Notice of Intent to Apply (NOI) that the Applicant submitted, in accordance with Section 3.5 of this RFA, for THECB review and consideration prior to the Application submission.

Each MHGP grant Application must include the elements described in Sections 8.1 through 8.7 of this RFA, which correspond to the headings in the Application Form. Any specified page limit is inclusive of lists of works cited. The Application Form is available on the THECB website: www.highered.texas.gov/MHGP. Do not alter the Application Form; such alterations may result in the disqualification of the Applicant.

In preparing the Application, Applicants should thoroughly review the RFA to ensure that the Application and the proposed project fully comply with the requirements specified in the RFA. In addition, Applicants should provide complete and accurate information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Sections 7.2 and 7.3 of this RFA. The completed Application Form shall be submitted with signatures as one file in PDF format; the file name shall read as the initials of the Applicant institution.Application.pdf (e.g., UNT.Application.pdf).

As a separate file, submit with the completed Application Form all applicable Attachments prepared according to the guidelines in Section 8.8. The file name for the Attachments shall read as the initials of the Applicant institution.Attachment.pdf (e.g., UNT.Attachment.pdf). Note that any Attachments designated in Section 8.8 as required or as required to receive credit during application evaluation will be considered a part of the MHGP grant Application.

In order to be accepted and considered by the THECB, the completed Application and any applicable Attachments must be submitted by the established deadline of **July 28, 2021, 11:59 p.m. CDT**, by an agent of the Applicant institution 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 MHGP grant Application. The signatory must be an individual who is legally authorized to bind the Applicant institution in a contract. An Applicant's failure to provide true and accurate information will be cause for disqualification of an Application or termination of a Contract resulting from this RFA.

8.2. PROJECT NARRATIVE

8.2.1. Contact Information

Provide information for the MHGP Applicant, IPE degree program partners (if applicable), and the proposed clinical partnership sites, including:

- Contact information for the project director(s) meeting the requirements specified in Section 3.2

- Information for the contact at the Applicant institution's office of sponsored projects, or a comparable administrative unit that provides oversight for grant-supported projects at the institution
- The primary degree program, including its CIP code, that is the allied health degree program leading project development and implementation
- If applicable, degree programs serving as IPE partners
- Names, addresses, and descriptions of the project's proposed clinical partnership sites
 - The designation of a clinical partner as new or existing is based on the definitions in Appendix A as they pertain to the primary degree program.

8.2.2. Project Summary

Limited to six pages, the Project Summary should clearly describe the proposed project. The following content should be provided in the Application:

- a. Project Scope and Description. Applicant should:
 - Outline the extent to which the primary degree program currently provides students with clinical practicum training in medically underserved communities in Texas.
 - Describe the proposed project and how it increases student clinical placements and clinical partnerships in medically underserved communities, including an explanation and a projection for the increase in student clinical placements at the clinical partnership sites.
 - If any proposed clinical partnership sites in 8.2.1 are different from the information submitted through the NOI, explain the differences and provide a reason for the differences.
 - Provide the levels and estimated number of students per level who would participate in clinical practicum training at the MHGP project's clinical partnership sites during the Grant Period, in addition to the number of facilities the proposed project needs to secure to accommodate clinical placements for the students.
 - Specify the extent of anticipated increases in enrollment for the primary degree program among African American and Hispanic students during the Grant Period.
 - Explain any relationship between the work proposed and other related funded programs and projects managed by the Applicant's faculty and staff, including those funded under MHGP. Address how the proposed MHGP project would ensure that resources would not be expended on overlapped or duplicated efforts.
- b. Sustainability. Describe how the project or similar activities would continue after the Grant Period ends.

8.2.3. Description of Applicant and Partners

In no more than three pages, Applicant should:

- Provide information on how the Applicant institution and project partners would be expected to participate in the project. Project partners include the clinical partnership sites and, if applicable, IPE degree programs. Specify information about each entity's roles and contributions, how such roles will be defined, percentage of work allocated to the project, and whether the Applicant institution would delegate authority or responsibilities to the clinical sites.
- Describe leadership commitment to the project from Applicant's senior management and from the project's proposed clinical partners.

- Provide a statement that the Applicant institution will not diminish or eliminate another institution's clinical capacity at a targeted clinical site.

8.2.4. Assessment of Need

In no more than two pages, Applicant should:

- Describe the challenges, including student needs, currently faced by the primary degree program and, if applicable, IPE degree program partners, that will be addressed in the proposed project.
- Describe resources required for the increase of student clinical placements in medically underserved communities in Texas, including the Applicant institution's resources and additional funding available to the project.
- Summarize the planned use of MHGP funds to increase clinical experiences for students in the targeted medically underserved communities. Briefly describe how matching funds, if any, that are cash contributions from entities external to the Applicant institution will be used to leverage Grant Award funds.

If the project has received or anticipates to receive additional funds from the THECB or another Texas state agency, such information should be indicated in the "Additional State Funds for Project" table.

8.3. PROJECT WORK PLAN OR TIMELINE

In this section of the Application Form, each Applicant will specify the ultimate goal, key objectives, anticipated outcomes, implementation methodology and timeline for the proposed project.

8.3.1. Project Goal Statement

The Project Goal Statement, suitable for public release and limited to 600 characters, shall identify the ultimate outcome of the project and shall be aligned with the Project Scope and Description specified in Section 8.2.2.

8.3.2. Major Project Objectives and Expected Outcomes

- a. Project Objectives and Outcomes. Within the space provided in the Application Form:
 - Specify **up to four** objectives of the proposed project that represent the most significant achievements anticipated from the project and that measure the progress toward the project goal named in Section 8.3.1. Objectives should be specific and measurable.
 - Clearly articulate expected project outcomes that relate to the project objectives.
- b. Implementation Methodology. In no more than seven pages, Applicant should:
 - Outline the general project implementation process for the project to achieve the proposed goal and objectives, and to increase student clinical placements at the clinical sites in medically underserved communities in Texas. (Use Subsection c, Detailed Timeline, to provide greater detail.)
 - Include pertinent information about previous research, methods, and techniques to adequately support the merit of the project design.
 - Identify the key personnel who will implement and evaluate the project, and briefly list their qualifications and relevant experiences.
 - Delineate the plan for developing the proposed academic-clinical partnerships, including outreach and recruitment strategies, considerations regarding reciprocity and cost benefits, anticipated challenges, and resources and plans to address challenges.

- Describe the process for identifying learning objectives for clinical training or practicum experiences, for training clinicians and practitioners providing licensed supervision, and for creating ongoing feedback mechanisms.
 - Specify the activities, length (in both weeks and hours), and timing of students' clinical placements at the partnership sites. Indicate how the students' participation in the clinical placements will fulfill, fully or partially, the degree program's clinical/practicum requirements.
 - Describe the processes of student recruitment and selection, clinical scheduling and placements, in addition to timing and method of student stipend payment. Specify requirements that students will have to satisfy before receiving stipend payment, and explain situations leading to and procedures for recovering paid stipends from students.
 - Explain how the primary degree program will increase enrollment of underrepresented minority students, particularly African American and Hispanic students, during the 24-month Grant Period.
 - If proposing field-based IPE clinical training in collaboration with other degree programs, in addition to objectives and structure of the IPE clinical training, specify how the project will recruit students, coordinate student placements, and address clinical contract requirements to enable participation from IPE partner program students.
 - If proposing creation and implementation of an academic career pathway for clinicians, describe current practices in faculty recruitment and how the proposed project differs from currently existing practices.
- c. Detailed Timeline. In the table included in the Application Form and in no more than five pages, Applicant should list key activities and benchmarks for the project in a chronological order. Each entry in the Detailed Timeline should have the following:
- Target dates for accomplishing an activity
 - A brief description of the activity and identification of the responsible person or position (shown in parentheses following the description)
 - The expected results

While the Applicant has some discretion as to which activities to highlight, the Detailed Timeline shall have entries for the following activities:

- Initiation of communication and recruitment for the academic-clinical partnerships
- Signed contracts and/or agreements for the academic-clinical partnerships
 - If by December 31, 2022, the project fails to establish at least 75% of the total proposed number of clinical partnership sites via newly executed clinical agreements and/or student clinical placements, the project may be subject to funding reduction, return of funds, or early termination based on the processes specified in Section 11.1 Termination and Section 11.2 Amendment.
- Program students' clinical placements at the new and existing clinical partnership sites
- Data collection
- Signed contracts with other project partners, if applicable
- Relevant hires, if applicable
- Equipment purchases, if applicable
- Project approval by the Institutional Review Board and any regulatory body, if applicable

- End of Grant Period and the last day to incur allowable grant-related expenditures, December 31, 2023

8.4. PROJECT EVALUATION

Each Awarded Applicant is required to complete a project evaluation, which should follow the guidelines provided in this section of the RFA. Awarded Applicants must document status of expected outcomes during required project reporting. After the end of the funding period, Awarded Applicants must report on the final outcomes of project objectives. Section 10 provides detail on grant reporting requirements.

The THECB may conduct an evaluation to assess the statewide effectiveness of the MHGP program, and participation is expected from all MHGP projects funded as a result of this RFA.

In the Project Evaluation section of the Application, each Applicant should include the following content:

- Evaluation Methodology. In no more than three pages, Applicant should:
 - Describe the general timeline, staffing, and methods for data collection, including data sources, to measure the project's progress and effectiveness.
 - For each of the project objectives specified in Section 8.3.2, identify key performance measures that are quantifiable and whose outcomes will indicate the extent of the project's success during the first year and the second year of the Grant Period, while incorporating the Required Performance Measures listed below in Subsection c. Each objective should have **no more than four** performance measures.
 - Include relevant outcome data on the performance of project participants.
 - Include input and feedback from relevant stakeholders and a mechanism by which feedback is used to improve the project.
 - Explain how the data will be analyzed, how project outcomes will be disseminated to other higher education institutions in Texas, and how the Family Educational Rights and Privacy Act (FERPA) will be followed.
- Performance Measures and Outcomes. Use the table in the Application to project outcomes of the key and required performance measures identified in Subsections a and c of Section 8.4. Applicant should:
 - Enter the project objectives identified in Section 8.3.2.
 - List the key and required performance measures under a corresponding project objective.
 - Specify a baseline for each performance measure.
 - A baseline is the measure of the targeted population (e.g., students in the degree program) or situation (e.g., scope of the degree program's clinical training in medically underserved communities) at the beginning of the project. As applicable, Applicant may use the information pertaining to the cohort immediately prior to the project as the baseline.
 - Specify annual proposed outcomes for each performance measure.
 - Each proposed outcome represents the baseline measure plus the increase or decrease relevant to the population or situation based on the performance measure and project objective. (Awarded Applicants will report actual outcomes in the interim and final project reports, which are further discussed in Section 10 of this RFA.)
- Required Performance Measures. The following underlined performance measures are required for each MHGP project funded under this RFA and should be included in the Performance Measures and Outcomes table of the Application. The Applicant should

categorize each of the required performance measures under an appropriate project objective specified in Section 8.3.2 and should include, for each performance measure, a baseline and proposed outcomes.

- Number of academic-clinical partnerships in Texas medically underserved communities for the primary degree program. The baseline should represent all existing MUC clinical sites with which the primary degree program has clinical agreements, regardless of whether a site is proposed for inclusion in the MHGP project. The proposed outcomes should include, as applicable, any new clinical partnership sites proposed for the MHGP project.
- Number of academic-clinical partnerships in Texas medically underserved communities for the primary degree program with active student clinical training. The baseline should represent those existing MUC clinical sites utilized by primary degree program students for clinical training during the period between spring 2021 and the end of fall 2021, regardless of whether a site is proposed for the MHGP project. Proposed outcomes are required for both years of the Grant Period.
- Cumulative number of students conducting clinical training in Texas medically underserved communities. The baseline should represent the number of students placed at all existing MUC clinical sites, regardless of whether a site is proposed for the MHGP project, for the period between spring 2021 and the end of fall 2021. Proposed outcomes are required for both years of the Grant Period. As applicable, specify baselines and outcomes separately for the primary degree program and each IPE degree program.
- Cumulative number of students conducting clinical training at the project's targeted clinical partnership sites. The baseline should represent the number of students placed at the project's proposed MUC clinical sites for the period between spring 2021 and the end of fall 2021. Proposed outcomes are required for both years of the Grant Period. As applicable, specify baselines and outcomes separately for the primary degree program and each IPE degree program.
- Enrollment of African American students in the primary degree program. Proposed outcomes should be presented as numbers and percentages of enrolled African American students during each year of the Grant Period.
- Enrollment of Hispanic students in the primary degree program. Proposed outcomes should be presented as numbers and percentages of enrolled Hispanic students during each year of the Grant Period.

8.5. BUDGET

The THECB shall negotiate a Final Award Budget with each Awarded Applicant. The total amount of requested MHGP funding for the 24-month Grant Period must not exceed \$500,000.

In the Application Form and in no more than six pages, Applicant should propose a project budget by specifying and explaining planned annual expenditures for budget categories A-D listed in this section. Provide itemized detail, justification, and calculation for each proposed cost. Under each budget category, each row specified by the proposed project should represent a major cost, **to be rounded up to the nearest dollar and clarified by text describing the cost, its function, and how the cost is calculated.**

There is no matching fund requirement for applications submitted under this RFA. As applicable, under E. Matching Funds in the project budget, Applicant may list confirmed matching funds that represent a cash contribution specifically dedicated to the proposed project *from an entity external to the Applicant institution*. In-kind contributions, including from the Applicant institution, should be documented in the appropriate budget category, to which the resources will contribute, with \$0 costs for the project budget.

Applicant should review the requirements listed in Section 6 of this RFA before completing the project budget, and note the following information for each budget category:

- *A. Personnel* – itemized salaries and fringe benefits or other forms of compensation by specific employees (e.g., project director’s salary) or categories of employees (e.g., support staff salaries) at the Applicant institution and at institutions serving as IPE collaborators. If the project has a dedicated evaluator, the cost should be listed under this budget category. (Salaries of employees at other project partners should be reported under Other Direct Costs.) The total Personnel costs must not exceed 20% of the total MHGP budget. Time spent on research activities not considered a part of the approved project evaluation and time spent on written publications must not be charged to MHGP.
- *B. Personnel Travel* – domestic travel costs for employees of the Applicant institution and individuals listed under A. Personnel. The costs should be itemized by specific trip (e.g., April 2023 professional conference in Dallas). The THECB will not fund travel to professional conferences in the first year of the Grant Period. All travel to professional conferences in the second year (January 2023-December 2023) must be primarily for disseminating results of the MHGP-funded project to other higher education institutions in the state of Texas.
- *C. Participant Costs* – itemized proposed support by category of cost or type of project participants. If the project is proposing student stipend support, descriptions and calculations for the stipends must (1) demonstrate that the amount is to subsidize reasonable expenses related to students’ participation in clinical practicum training at the MHGP project’s clinical partnership sites and (2) itemize estimates for different costs included in the reasonable expenses.
- *D. Other Direct Costs* – detailed description and justification of all other costs relevant to this RFA that are not included in budget categories A-C. Budget items included in this category shall be subject to special review by THECB staff.
- *E. Matching Funds* – itemized by source of confirmed cash contributions dedicated to the project from external entities. Include brief explanations for the planned use of any confirmed cash contributions to support the proposed project.

8.6. FINANCIAL VIABILITY

A separate document is not required under this RFA.

8.7. EVIDENCE OF LEADERSHIP COMMITMENT

As an Attachment to the Application, provide documentation as evidence of leadership commitment to the project. Such documentation should be in the form of letters of commitment from Applicant’s senior management on official letterhead addressed to the project director of the proposed MHGP project. Applicant may choose to include additional letters of commitment addressed to the project director on official letterhead from the clinical partners’ leadership in the Attachment.

8.8. ATTACHMENTS

The following Attachments are allowed under this RFA and, if applicable, should be submitted with the completed Application Form as a single separate file via email to MHGP@highered.texas.gov no later than the Application deadline of **July 28, 2021, 11:59 p.m. CDT**. The file name for the Attachments shall read as the initials of the Applicant institution.Attachment.pdf (e.g., UNT.Attachment.pdf). Applicant shall not include documents as attachments or appendices that are not specified in this section; such documents will be discarded and will not be reviewed during application evaluation.

Attachments that are not submitted with the completed Application Form by the established deadline will not be accepted or considered. Any Application submitted without the required Attachments for institutional leadership commitment and

primary degree program accreditation will be deemed incomplete and will not be considered. The following required and optional letters may be submitted.

Required:

- Letters indicating leadership commitment from Applicant’s senior management on official letterhead addressed to the project director
- Official programmatic accreditation letter for the primary degree program
- Letter from each IPE degree program partner on official letterhead addressed to the project director and signed by an authorized representative, describing its role in the project (Required to receive credit during application evaluation)
- Official programmatic accreditation letters for IPE degree program partners (Required to receive credit during application evaluation)

Optional:

- Letters indicating commitment from clinical partners’ leadership on official letterhead addressed to the project director
- Letter from Applicant requesting the THECB’s consideration of exceptions, if applicable, to specific terms and conditions described in the RFA. Any exceptions must be clearly identified by section, and the Applicant’s proposed alternative and rationale must be provided. Applicants cannot take a “blanket exception” to this entire RFA. If any Applicant takes a “blanket exception” to this entire RFA or does not provide alternative language, the Applicant’s Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and the Applicant’s attachment of such terms and conditions to an Application may disqualify the Application. The letter must be signed by an individual legally authorized to bind the Applicant institution.

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 MHGP Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on January 1, 2022, whichever is later. 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 institution. 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 Grantee 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 grant contract requiring approval of the Board Chair, Vice Chair, and Committee Chair until a non-state business entity has presented a certificate disclosing interested parties. Any for-profit organizations, not-for-profit organizations, or private institutions selected for a THECB grant award must complete this requirement before a grant award contract can be executed. For this RFA, health care facilities providing clinical experiences for students supported in an MHGP-funded project are not subject to this

requirement. 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, start of the Grant Period, and, as applicable, the THECB's receipt and acknowledgement of the Disclosure of Interested Parties, Grant Award funds will be disbursed according to the following provisions of this RFA.

MHGP Grant Awards are funded through the Permanent Fund for Minority Health Research and Education established by the 76th Texas Legislature in 1999. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts.

Funding to Awarded Applicants shall be provided on a cost-reimbursement basis. Each Awarded Applicant will submit certified reports with actual expenditures of the MHGP-funded project, including supporting documentation for the reported expenditures, on the schedule specified in Section 10.3. Reimbursement payments shall be made upon the THECB's approval of the certified expenditure reports. Total reported expenditures must not exceed the amount provided by the Grant Award. The final reimbursement payment by the THECB will be made upon the THECB's approval of the final project report, which is described in Section 10.2, and of the final expenditure report.

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 contractual deadlines, and producing expected outcomes in the first year of the Grant Period.

Awarded Applicant shall not expend awarded funds until the NOGA has been fully executed and the Grant Period has started. The THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to the THECB should become reduced, depleted, or unavailable during the Grant Period. 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 contract terms and conditions, the THECB may retract or reduce the grant amount for the Awarded Applicant.

9.4. LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before December 31, 2023, the end of the Grant Period. Expenses incurred after this date cannot be charged to MHGP.

9.5. RETURN OF UNEXPENDED FUNDS

Funding to Awarded Applicants shall be provided on a cost-reimbursement basis based on actual expenditures of the project. Any awarded funds that are not expended remain with the THECB and will be unencumbered upon close-out of each awarded grant contract.

9.6. GRANT EXTENSION

Extension of the Grant Period for the MHGP-funded project may be granted at the sole discretion of the THECB. An Awarded Applicant that shows success in project outcomes may be eligible to request a maximum 12-month grant extension to fully complete grant project activities and objectives. No later than July 10, 2023, using the template provided by the THECB, Awarded Applicant must submit to MHGP@highered.texas.gov a formal extension request signed by an authorized institutional representative who is legally authorized to bind the grantee institution in a contract. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

10. MONITORING AND REPORTING REQUIREMENTS

10.1. MONITORING

The THECB staff shall monitor and oversee MHGP-supported projects' progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant awards are accurate and appropriate. Awarded Applicants shall be required to complete reports listed in Sections 10.2 and 10.3 for MHGP projects funded as a result of this RFA. The THECB will provide templates and instructions for electronic submission for required reports.

When a report submission date falls on a weekend or a holiday, the submission deadline is automatically extended to the next state of Texas business day (see Appendix A, RFA Definitions). If Awarded Applicant does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadlines, and the Awarded Applicant has not been granted a submission extension, the THECB reserves the right to reduce the awarded funding. If a required report is not accepted by the THECB, reduction of the awarded funding may be required. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to receive the second year of MHGP funding or to apply for future THECB grant awards and Awarded Applicant may be deemed non-compliant and subject to termination per Section 11.1.

10.2. PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit the following reports on or before the dates specified by the THECB to provide information on the progress of the MHGP-funded project. The THECB will provide templates and instructions for the specific format and content required for each report. All required reports must be certified by the project directors and an authorized institutional representative who provides independent oversight of the MHGP-funded project.

1. **June 30, 2022:** Lists of clinical sites identified and communicated with
2. **January 30, 2023:** Interim project report for the first year of the Grant Period
3. **February 15, 2024:** Final project report for the 24-month Grant Period

10.3. FINANCIAL REPORTS

Awarded Applicant shall submit four financial expenditure reports as specified by the THECB due on or before the following dates. The THECB will provide templates and instructions for the expenditure reports. For each report, Awarded Applicant must include supporting documentation with itemized descriptions for the reported actual expenditures, including aggregated information of student clinical placements supported by MHGP. Each report must be certified and submitted by an authorized institutional representative who provides independent oversight of the MHGP-funded projects' financial management.

1. **July 20, 2022:** First expenditure report for the six-month period of January 1, 2022 through June 30, 2022
2. **January 25, 2023:** Second expenditure report for the six-month period of July 1, 2022 through December 31, 2022
3. **July 26, 2023:** Third expenditure report for the six-month period of January 1, 2023 through June 30, 2023
4. **March 7, 2024:** Final expenditure report for the six-month period of July 1, 2023 through December 31, 2023

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 MHGP project'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 a 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 MHGP 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	
Type of Insurance	Each Occurrence/Aggregate
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. 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. **Academic Partner** – An eligible Texas public institution of higher education or Center for Teacher Education offering an allied health degree program that is eligible to serve as the primary degree program for the project proposed under this RFA.
2. **Allied Health** – For this RFA, “those health professions that are distinct from medicine and nursing,” as defined by the Association of Schools Advancing Health Professions (formerly American Society of Allied Health Professions)
3. **Applicant** – A Texas public institution of higher education or Center for Teacher Education, per eligibility defined in Section 3 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
4. **Application** – The final document, including any Attachments designated in Section 8.8 of this RFA as required or as required to receive credit during application evaluation, submitted by an Applicant to the THECB in response to and in accordance with the terms and conditions of this RFA.
5. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by the THECB and responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
6. **Clinical Partner** – A hospital, clinic, federally qualified health center, or other health care entity that is equipped to provide required clinical training for the academic partner’s students.
7. **Centers for Teacher Education** – The centers at Jarvis Christian College in Hawkins, Paul Quinn College in Dallas, Texas College in Tyler, Huston-Tillotson University in Austin, and Wiley College in Marshall, as most recently identified in House Bill 1, General Appropriations Act, 84th Texas Legislature, Higher Education Coordinating Board, Section 35 (III-53).
8. **Degree Program** – Any grouping of subject matter courses which, when satisfactorily completed by a student, shall entitle the student to a degree from an institution of higher education (Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter A, Section 4.3(12)).
9. **Existing Academic-Clinical Partnership** – An affiliation between a clinical partner and an academic partner that enables clinical training for program students and was established via a contract or agreement that was finalized and/or executed prior to the grant period start date.
10. **FERPA** – The Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, and the federal regulations, 34 CFR Part 99, which is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational agency or institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.
11. **MHGP** – Minority Health Research and Education Grant Program.
12. **New Academic-Clinical Partnership** – An affiliation between a clinical partner and an academic partner that enables clinical training for program students and is initiated during the grant period after the grant period start date.
13. **NOGA** – Notice of Grant Award, a term applied to the official document used by the 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.

14. **Primary Degree Program** – An allied health degree program that serves as the single entity leading the development and implementation of the project proposed and funded under this RFA.
15. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.
16. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, except for scheduled state of Texas and national holidays.
17. **THECB** – The Texas Higher Education Coordinating Board, an agency of the state of Texas.

APPENDIX B: CALENDAR OF EVENTS

June 10, 2021	Notice of Intent Deadline
July 1, 2021	THECB Invitation to Submit Application based on NOI
July 21, 2021	Inquiry Deadline
July 28, 2021	Application Deadline
October 2021	THECB Anticipates Announcing Grant Awards
January 1, 2022	Grant Period Begins*
January 12, 2022	Awarded Applicants Have First Meeting in Austin
June 30, 2022	Each Awarded Applicant Submits to THECB a List of Clinical Sites It Has Identified and Communicated with
July 20, 2022	First Expenditure Report Is Due to THECB
October 19, 2022	Awarded Applicants Have Second Meeting in Austin
January 10, 2023	Each Awarded Applicant Submits to THECB Executed Clinical Contracts and/or Agreements
January 25, 2023	Second Expenditure Report Is Due to THECB
January 30, 2023	Interim Project Report Is Due to THECB
July 10, 2023	Deadline to Submit Grant Extension Request
July 26, 2023	Third Expenditure Report Is Due to THECB
December 13, 2023	Awarded Applicants Have Third Meeting in Austin
December 31, 2023	Grant Period Ends—All Grant Expenses Must Be Incurred
February 15, 2024	Final Project Report Is Due to THECB
March 7, 2024	Final Expenditure Report Is Due to THECB

*The Grant Period will begin upon NOGA execution or on January 1, 2022, whichever is later.

APPENDIX C: APPLICATION EVALUATION FORM
Minority Health Research and Education Grant Program
 Academic-Clinical Partnerships

<i>PART A – Proposal Scoring</i>	Max. Points	Actual Points
<p>Significance and impact of project for minority health issues</p> <ul style="list-style-type: none"> • The project would make an impact in terms of the number of eligible students exposed to and acquiring knowledge about health disparities faced by minority populations in the state. [10] • The academic-clinical partnerships to be developed by the project, including the number of clinical sites in medically underserved communities and the extent of increase in student clinical placements at the sites, are reasonably ambitious. [15] • The project is important for one or more geographic areas in the state. [5] • The projected enrollment increase among African American and Hispanic students during the Grant Period is reasonably ambitious. [10] • The project advances knowledge in developing academic-clinical partnerships focusing on health disparities faced by minority populations. [10] • The project’s primary degree program is listed as a priority discipline in Table 2. [10] 	60	
<p>Project design</p> <ul style="list-style-type: none"> • The project is well defined, supported by research and/or past experience, and has a cohesive design that supports timely completion of major milestones. [15] • The project can be completed within the Grant Period. [5] • The project design ensures reciprocity and benefits for the clinical partnership sites. [10] • The project design ensures quality clinical training experiences, adequate fulfillment of clinical/practicum requirements, and attainment of marketable skills for student participants. [10] • The stated goal and objectives are appropriate to the project and are realistic. [10] • The Applicant provides sufficient evidence that the project, including its academic-clinical partnerships, would continue after the Grant Period. [10] • The project integrates an IPE component for students’ field-based clinical training at the proposed clinical partnership sites through collaboration with accredited degree programs, and demonstrates strengths in design, implementation, commitment and participation from its IPE degree program partners. [35] • The project integrates the creation of a new and clear pathway for clinicians and practitioners at clinical partnership sites to pursue academic appointments, and demonstrates strengths in design and implementation of the pathway. [15] 	110	
<p>Resources to perform project</p> <ul style="list-style-type: none"> • The professional credentials and experiences of the project’s key personnel are relevant to the project. [5] • Existing resources at the Applicant are used. [10] • Resources from other institutions and/or organizations will be utilized in the project. [5] 	20	

<p>Cost effectiveness</p> <ul style="list-style-type: none"> • The costs associated with personnel, participant costs, and other resources included in the Application are needed and adequately justified. [15] • Proposed budget items are consistent with specified allowable costs and restrictions. [10] • The budget is reasonable and realistic, indicating effective use of grant funds. [15] 	<p>40</p>	
<p>Evaluation and expected outcomes</p> <ul style="list-style-type: none"> • The description and explanation of the data collection effort, program development and evaluation, and the nature of analysis to be carried out are comprehensive and relevant to the project. [10] • The performance measures are aligned to the project’s goal and objectives, are appropriate to the activities to be conducted, and can be supported by quality data. [10] • The project evaluation includes required performance measures listed in the RFA. [5] • The project collects relevant outcome data on participants’ performance. [10] • The evaluation includes input from relevant stakeholders and a mechanism to use feedback to improve the project. [5] • There are sufficient staffing and resources to ensure that evaluation data are properly collected and reported. [5] • The expected outcomes are realistic and could make a positive impact on students and/or communities. [10] • The evaluation plan demonstrates how FERPA rules will be followed. [5] 	<p>60</p>	
<p>TOTAL POINTS</p>	<p>290</p>	
<p><i>PART B – Budget Revision</i></p> <p>Revise Budget to \$_____</p> <p><i>Please explain the revision under "Cost effectiveness."</i></p>		

APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment
Certification (8.1) Project Narrative (8.2) Project Work Plan/Timeline (8.3) Project Evaluation (8.4) Budget (8.5)	Application Form (Available on www.highered.texas.gov/MHGP)
Official programmatic accreditation letters for degree programs (3.2 and 7.2)	Attachment
Letters of leadership commitment (8.7)	Attachment
Letters from IPE degree program partners (7.2)	Attachment
Letter requesting exceptions, if applicable (8.8)	Attachment

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD



THECB Award Number: **{XXXX}**
Appropriation Year (AY): **2022**

Notice of State Grant Award
to
{contracted_party}

Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	Grant Title: Minority Health Research and Education Grant Program
	Amount of Award: \$ {total_\$}
	Division: 070 Academic and Health Affairs
	Term of Grant: January 1, 2022 – December 31, 2023 All allowable expenditures must be incurred by December 31, 2023.
	Payment Method: Reimbursement

Authority: **Texas Education Code, Section 63.301-63.302**

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.

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.

Approving THECB Official:	Approving Grantee Official:
{signContact} {signContacttitle}	{signed_by} {signed_bytitle}
Date:	Date: