

# Request for Applications

Nursing Innovation Grant Program

2023-2025

29536

**APPLICATION DEADLINE: 11:59 p.m. CT, July 7, 2023**

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## 1. OVERVIEW OF FUNDING OPPORTUNITY

### 1.1 PROGRAM TITLE

Nursing Innovation Grant Program (NIGP)

### 1.2 SYNOPSIS OF PROGRAM

NIGP was established to provide grant funding to eligible institutions that propose to address the shortage of registered nurses (RN) in Texas by developing or expanding new activities and projects that promote innovation in the preparation of initial RN licensure nursing students and of faculty who may teach in initial RN licensure programs.

This specific Request for Applications (RFA) aims to support eligible initial RN licensure programs in their efforts to mitigate the ongoing challenges related to the state's nursing pipeline. Funding will support programs that address the shortage of registered nurses and/or qualified faculty by promoting innovation in one or more of the following areas: education, recruitment, and retention.

Funded projects may reveal promising practices to be shared more broadly with nursing educators.

### 1.3 PROGRAM AUTHORITY

The statutory authority for the Permanent Fund for Higher Education Nursing, Allied Health, and Other Health-related Programs (Nursing Innovation Grant Program) is found in Texas Education Code, Title 3, Chapter 63, Subchapter C, and in the General Appropriations Act, SB 1, Article III, 87th Legislature. The program is administered by the THECB under Texas Administrative Code, Title 19, Part 1, Chapter 6, Subchapter C, Section 6.73.

### 1.4 POINT OF CONTACT

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

Cynthia Dixon Massey, Program Director  
Academic and Health Affairs  
Texas Higher Education Coordinating Board  
Email: [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov)  
Phone: 512-427-6153

## 1.5 INQUIRIES

All inquiries shall be directed to the Point of Contact. Applicants and prospective Applicants must not discuss an Application or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an Application. An Applicant may only rely on written responses from the THECB.

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 to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to [NIGP@highered.texas.gov](mailto:NIGP@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 Higher Education Nursing, Allied Health, and Other Health-related Programs, the THECB expects to award approximately 19 grants (Grant Award), not to exceed \$200,000 per Grant Award for the Grant Period.

### 2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on August 1, 2023, whichever is later, and will conclude on July 31, 2025, for a 24-month 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 (August 2024 – July 2025) is contingent upon the Awarded Applicant using the grant funds according to the grant contract terms and conditions and meeting established benchmarks and deadlines in the first year (August 2023– July 2024) of the Grant Period.

### 2.3 SELECTION FOR FUNDING

The funding available to support NIGP Grants will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

## 2.4 APPLICATION TIMELINE

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

Dates	Application Steps
July 7, 2023	Application Deadline
July 2023	THECB Announcement of Grant Awards

## 3. ELIGIBILITY REQUIREMENTS

### 3.1 ELIGIBLE APPLICANT

An Eligible Applicant (Eligible Applicant or Applicant) is a Texas institution of higher education that offers upper-level academic instruction in the fields of nursing, allied health, or other health related education and operates a nursing, allied health or other health-related education program approved by the Texas Board of Nursing that prepares Texas students for initial licensure as registered nurses at Texas public institutions of higher education and Texas independent higher education institutions, as defined in Texas Education Code 61.003. A nursing program currently designated as Conditional Approval under Texas Administrative Code, Title 22, Section 215.4, by the Texas Board of Nursing is an Eligible Applicant; however, please refer to Section 6.1, which details conditions leading to funding reduction or termination.

An institution or component that is eligible to receive funding under Texas Education Code, Title 3, Chapter 63, Subchapter A or B is not an eligible applicant for this grant.

### 3.2 ELIGIBLE PROJECTS

Applications submitted under this RFA must address the shortage of registered nurses and/or qualified faculty by promoting innovation in one or more of the following areas: education, recruitment, and retention. Eligible projects may expand existing programs or create new projects. Section 7.3 details general criteria for award selection.

Eligible project proposals must be in alignment with Texas Board of Nursing (BON) Professional Nursing Education regulations, Chapter 215, Part 11 of Title 22 to the Texas Administrative Code. If the proposal requires a waiver of the rules, please contact your BON Education Consultant to discuss the project and to request information about the process for approval of an innovative pilot project that requires BON approval of a waiver.



Each Applicant shall name one project director with administrative and practical experience who will be responsible for implementing and overseeing the NIGP-funded project and who is a full-time educator, including tenure- and non-tenure-track faculty and institutional administrators. One additional co-project director may be named by the Applicant if the person has similar qualifications as the project director and shares responsibility for the project.

Awarded Applicants, in implementing the NIGP-funded projects, should adopt evidence-based practices and ensure compliance with Texas Board of Nursing regulations and for accredited nursing programs, with accrediting agencies' requirements.

Awarded Applicants will attend two virtual meetings organized by the THECB during the Grant Period. The meeting dates are listed in Appendix B: Calendar of Events. Any changes to meeting dates will be communicated in writing with Grantees. If staff at the Applicant institution has limited experience with NIGP grant requirements, it is strongly recommended that an additional institutional representative who will be providing administrative oversight and support to the NIGP-funded project also attend the first meeting as the THECB will review requirements for grants funded under this RFA.

### 3.3 PRIORITY PROJECTS

Priority project criteria are not utilized for this RFA.

### 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 not required for this RFA.

## 4. APPLICATION SUBMISSION

### 4.1 APPLICATION DEADLINE: 11:59 p.m. CT, July 7, 2023

Applications must be:

- completed according to the guidelines in Section 8;
- submitted by an authorized agent of the Applicant entity; and
- submitted via email to [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov) to the Point of Contact listed in Section 1.4.

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*Late or incomplete Applications will not be accepted. Applications submitted to an address different from [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov) will **not** be accepted.*

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

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Submission of an Application confers no rights of Applicant to an award or to a subsequent agreement if there is one. The issuance of this RFA does not guarantee that an agreement 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 agreement 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 the 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 listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application.

### 4.3 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant.

### 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 the 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 Higher Education Nursing, Allied Health, and Other Health-related Programs funded with proceeds from the state's Tobacco Lawsuit Settlement. To alleviate the state's nursing shortage, through the passage of House Bill 1401, the 86th Texas Legislature directed the THECB to continue administering the permanent fund to award grants to programs preparing students for initial licensure as RNs or programs preparing nursing faculty who hold a master's or doctoral degree.

Specifically, through this RFA, NIGP funding will be provided to address the shortage of registered nurses and/or qualified faculty by promoting innovation in education, recruitment, and retention.

Initial RN licensure programs receiving NIGP funding support under this RFA must comply with all Texas Board of Nursing regulations and, for accredited nursing programs, with accrediting agencies' requirements.

## 6. PROJECT REQUIREMENTS

### 6.1 FUNDING RESTRICTION

There is no mandatory matching fund requirement under this RFA. However, the availability of local funding to support the program is considered as part of the application evaluation criteria – see section 7.3. NIGP funds shall not be substituted for any other funds available to the Applicant or any collaborating program or project partners. Awarded funds shall be spent only on expenses that are necessary and reasonable for the proposed NIGP project as documented in the Applicant's Budget and Project Work Plan.

Capital and non-capital equipment, including required software, with a unit price higher than \$5,000 purchased with NIGP funds must be delivered on or prior to July 31, 2024. All equipment purchased with NIGP funds shall be in use and serving its intended purposes as specified by Applicant. The THECB will not provide NIGP funding if equipment is not delivered by the deadline or is not serving its intended purposes, and Awarded Applicant will be required to return the funds it has received from the THECB.

Renovation work supported with NIGP funds must be completed on or prior to July 31, 2024. The THECB will not provide NIGP funding if the work is not completed by the deadline and Awarded Applicant will be required to return the funds it has received from the THECB.

If during the Grant Period, an Awarded Applicant should lose its Texas Board of Nursing approval or cease to offer initial RN licensure education, the THECB may reduce grant funding or terminate the grant award.

## 6.2 ALLOWABLE COSTS AND PROHIBITED COSTS

### 6.2.1 Allowable Cost Categories.

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

**Personnel Compensation** - Itemized compensation may include a portion of salaries, wages, and fringe benefits by specific employees (e.g., project director's salary) or categories of employees (e.g., graduate assistantships) at the Applicant institution. Clearly specify when the work and grant-supported compensation will start and end, including % time/effort information. Personnel costs must reflect institutional salaries appropriate to the tasks that will be performed and to the length and time spent on the project.

**Faculty and Staff Development** - Itemized costs for training for employees of the Applicant institution must be aligned with the proposed project goal and objectives. As applicable, specify the length of instructional subscription and/or membership. Travel costs are allowed for personnel conducting activities directly related to the grant project. These costs must be specifically identified and justified in the Application Proposed Budget, Approved Award Budget, or in a Budget Change Request approved by the THECB. Travel costs must be consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness.

**Equipment, Software, and Supplies** - Itemized costs must include detailed description and justification of each proposed item. As applicable, specify the length of instructional subscription. If multiple purchases of the same item are proposed, the entry shall include the total cost and the unit price information as [quantity @ unit price].

Capital and non-capital equipment, including required software, with a unit price higher than \$5,000 purchased with NIGP funds must be delivered on or prior to July 31, 2024. All equipment purchased with NIGP funds shall be in use and serving its intended purposes as specified by Applicant. The THECB will not provide NIGP funding if equipment is not delivered by the deadline or is not serving its intended purposes, and Awarded Applicant will be required to return the funds it has received from the THECB.

**Facility Space Renovation** - Itemized costs must include detailed description, location, and justification of the proposed work to make

existing space suitable for the project (e.g., an evidence-based alternative to students' hands-on practice with actual patients). Entries shall be itemized and, if applicable, list the unit price and total number of each item requested.

Renovation work supported with NIGP funds must be completed on or prior to July 31, 2024, and all such work must be completed in accordance with applicable state law. The THECB will not provide NIGP funding if the work is not completed by the deadline and Awarded Applicant will be required to return the funds it has received from the THECB.

**Other Direct Costs** - Approval of Other Direct Costs is at the discretion of the THECB. These costs must be specifically identified and justified in the Application Proposed Budget and the negotiated Approved Award Budget.

### 6.2.2 Prohibited Costs.

The following types of costs shall not be included in the proposed budget or be paid with NIGP Grant funds:

- Costs incurred prior to the Grant Period
- Costs already budgeted, encumbered, or incurred with other funds available to the Applicant or partners
- Student financial assistance that is not graduate assistantships supporting clinical instruction
- Salaries or other forms of personnel compensation that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position)
- Incentive payments, including but not limited to gift cards or gas cards
- Construction of facilities, major renovations including structural changes, architect's fees, and feasibility studies
- Facility rental fees that are in excess of fees charged for institution activities/events
- 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
- Alcohol
- Foreign travel

- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), cost effectiveness, and reasonableness
- Indirect costs

### 6.2.3 Budget Changes

Modifications to the Approved Award Budget established per Section 8.5 of this RFA require the submission of a Budget Change Request and the THECB's written approval. Budget Change Requests must be emailed to the NIGP Point of Contact prior to cost incurrence. The last day to submit a Budget Change Request is June 30, 2025.

## 7. AWARD SELECTION CRITERIA

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

This RFA is designed to issue Grant Awards that provide the best overall value to the state within the goals and parameters of the Nursing Innovation Grant Program. Selection criteria shall be based on: project quality as determined by reviewer criteria; cost of the project; and other factors, including the overall scope of the project, financial ability to conduct the project, geographic representation, anticipated outcomes, and past performance on THECB grants.

### 7.1 APPLICATION SCREENING

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

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

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to the general selection criteria described in Section 7.3.

### 7.2 PRIORITY CRITERIA FOR AWARD SELECTION

Not applicable for this RFA.

### 7.3 GENERAL CRITERIA FOR AWARD SELECTION

Peer and THECB staff will evaluate the Applications based on the program elements and the review criteria presented in this section.

#### **Significance of Project (30 points)**

- The project is relevant and timely to current nursing issues. (5 points)
- The project is important for one or more geographic areas in the state. (5 points)
- The project scope and its proposed approaches are distinct from current or existing practices, and the project advances knowledge that will be useful to other institutions in the state. (5 points)
- The project would make an impact in addressing the shortage of registered nurses and/or qualified faculty. (10 points)
- The project or similar activity will continue after the grant period ends. (5 points)

#### **Resources and Cost Effectiveness (45 points)**

- Existing resources at the Applicant institution are used. (5 points)
- The professional credentials and experiences of the project's key personnel are relevant to the project. (10 points)
- Proposed budget items are adequately justified and are consistent with the allowable costs and restrictions specified in the RFA. (10 points)
- The budget is reasonable and realistic for the project goals, indicating effective use of grant funds. (15 points)
- Local funding is available to share in the cost of the program. (5 points)

#### **Project Design (25 points)**

- The project is well-defined, supported by research/past experience, and has a cohesive design that supports the timely completion of goal, objectives, and outcomes. (10 points)
- The Project Work Plan is realistic, appropriate, and described in sufficient detail. (10 points)
- The project can be completed within the Grant Period. (5 points)

#### **Evaluation and Expected Outcomes (30 points)**

- The Project Work Plan describes the measurement methodology to evaluate the outcomes from the project. (10 points)
- The evaluation methodology is appropriate and effective. (10 points)
- The outcomes are realistic. (10 points)

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

### 7.4 RECOMMENDATION FOR FUNDING

Funding recommendations shall consist of the most highly ranked and recommended applications up to the limit of available funds. If available funds are insufficient to fund a proposal after the higher-ranking and recommended applications have been funded, THECB staff shall negotiate with the applicant to determine if a lesser amount would be acceptable. If the applicant does not agree to the lesser amount, THECB staff shall negotiate with the next applicant on the ranked list. The process shall be continued until all grant funds are awarded to the most highly ranked and recommended applications.

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

## 8. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.7 of this RFA. Appendix D contains a checklist of all required forms and attachments. The Application Forms are available on the THECB website: [Nursing Innovation Grant Program - Texas Higher Education Coordinating Board](#).

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

### 8.1 CERTIFICATION OF APPLICATION INFORMATION (FORM 1)

The Certification Form provides an overview of total funds requested, status with the Texas Board of Nursing, and contact information of the individual authorized to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to submit the Application.



### 8.2 PROJECT NARRATIVE (FORM 2)

#### 8.2.1 Contact Information

In the Application Form, provide the following:

- Contact information for the Applicant institution;
- Contact information for the project director and co-project director (if applicable). Note requirements in Section 3.2; and
- Contact information at the Applicant institution's office of sponsored projects, or a comparable administrative unit that provides oversight for grant-supported projects at the institution.

#### 8.2.2 Project Summary

Provide a project summary which must identify the Project Goal Statement (see Section 8.3.1) and address the following questions:

- Explain how funding, if awarded, would address the shortage of registered nurses and/or qualified faculty by promoting innovation in one or more of the following: education, recruitment, and retention.
- What evidence-based research and/or data can you include to indicate how your project will address the shortage of registered nurses and/or qualified faculty in the state?
- How will current faculty, staff, and administration support the project?

#### 8.2.3 Description of Applicant and Partners

Applicant should discuss the items listed below.

- Provide information about the Applicant institution, its initial RN licensure program, and characteristics of the institution that could be conducive to the planning and implementation of the project.
- Briefly list project director(s) qualifications and relevant experience. A Curriculum Vitae (CV) is not required but may be attached.
- If the project includes a Partner institution, provide a clear explanation of the relationship between Applicant and Partner involvement including whether the Applicant would delegate authority or responsibilities.
- Provide documentation per Section 8.7 as an attachment.

#### 8.2.4 Assessment of Need

Applicant should discuss the items listed below.

- Discuss the current and anticipated challenges related to addressing the shortage of registered nurses and/or qualified faculty and how the project will address these challenges.
- Identify resources required to address the challenges, including existing resources available to the project. Delineate any relationship between the proposed project and other related programs or projects managed by the Applicant's faculty and staff, including how the proposed NIGP project would ensure that resources would not be expended on overlapped or duplicated efforts.
- Provide an overview of how NIGP funds, if awarded, would be utilized to address the identified challenges.

### 8.3 PROJECT WORK PLAN (FORM 3)

The Project Work Plan is the framework for planning, implementing, monitoring, and evaluating the proposed project. It contains the Project Goal Statement and identifies the key components by Project Objectives. If the Applicant is selected for an Award, it is expected that the Project Work Plan will be more fully developed and expanded over the course of the grant period, in conjunction with project reporting requirements.

All Awarded Applicants shall demonstrate compliance with all grant requirements and maintain communication with the NIGP Point of Contact to request approval for project changes to the following:

- revision of project objectives and activities;
- changes in key personnel; and
- disengagement of the project director (project director is disengaged from the project for more than three months, or there is a 25% reduction in time devoted to the project).

#### 8.3.1 Project Goal Statement

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

#### 8.3.2 Major Project Objectives and Expected Outcomes

Major Project Objectives measure the progress toward the project goal and should be specific and measurable. Applicants should include a minimum of three (3) and maximum of four (4) project objectives that support achievement of the project goal identified in Section 8.3.1. Each project objective must be supported by one or more activities.

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

### 8.4 PROJECT EVALUATION

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

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

### 8.5 BUDGET (FORM 4)

Applicant must develop a Proposed Budget. The budget must include:

- A reasonable estimate of fund expenditures over the Grant Period;
- Item name, description, justification, and amount by allowable cost category and year (Refer to Section 6.2); and
- Any available matching funds by source and amount.

The THECB shall negotiate an Approved Award Budget with each Awarded Applicant. Modifications to the Approved Award Budget require a budget change request as per subsection 6.2.3.

### 8.6 FINANCIAL VIABILITY

Documentation is not required under this RFA.

### 8.7 EVIDENCE OF LEADERSHIP COMMITMENT

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

### 8.8 ATTACHMENTS

Documentation for Section 8.7 Evidence of Leadership Commitment should be provided as attachments to the Application. A Curriculum Vitae (CV) is not required but may be attached.

## 9. DISTRIBUTION OF AWARD FUNDS

### 9.1 ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of THECB's Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on August 1, 2023, whichever is later. Throughout this RFA, the terms "NOGA," "Award," and "Grant" are used interchangeably.

The NOGA must be executed by an individual authorized to enter into a grant agreement on behalf of the Applicant. Upon execution of a NOGA 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 Awarded Applicant are referred to singularly as "Party" and collectively as "Parties."

### 9.2 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

If applicable, THECB may not execute a NOGA with a for-profit, not-for-profit entity or organization, including private institutions, until the entity has presented a certificate disclosing interested parties in compliance with Section 11.24 of this RFA.

### 9.3 FUNDS DISBURSEMENT AND PAYMENT TERMS

Grant Award funds will be disbursed according to the following provisions of this RFA.

NIGP Grants are funded through Permanent Fund for Higher Education Nursing, Allied Health, and Other Health-related Programs established by the 76th Texas Legislature in 1999. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. The THECB shall not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by the THECB, as described in Section 9.2. OR until submitted financial reports have been approved by the THECB for payment.

To enable expeditious project implementation by Grantee, a payment in the amount of 25% of the award will be made after NOGA execution, start of Grant Period, and THECB Approved Award Budget. The remaining awarded funding will be provided on a cost-reimbursement basis.

Awarded Applicant shall submit certified financial reports with actual expenditures of the NIGP-funded project, including supporting documentation for the reported expenditures, on the schedule specified in Section 10.3. Any reported expenditures

that exceed the 25% of advance funding paid by the THECB will be reimbursed upon the THECB's approval of the certified financial reports. Total reported expenditures must not exceed the amount provided by the Grant Award. The final 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 financial 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 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, the Grant Period has started, and the Award Budget has been approved. 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.

### 9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before July 31, 2025. Expenses incurred after this date cannot be charged to NIGP.

### 9.5 RETURN OF UNEXPENDED FUNDS

Based on actual expenditures of the project, Grantee shall return any unexpended funds to the THECB within ninety (90) days after the end of the Grant Period unless otherwise agreed by the THECB and Grantee. If an Award is terminated, Grantee shall return any remaining funds within sixty (60) days upon award termination.

Any awarded funds that are not paid by the THECB and that are not expended by the Awarded Applicant 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 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 6-month [no-cost] grant extension to fully complete grant project objectives and activities.

No later than April 30, 2025, Awarded Applicant must submit a written extension request to [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov).

## 10. MONITORING AND REPORTING REQUIREMENTS

### 10.1 MONITORING

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

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

### 10.2 PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit four (4) written project/program reports as specified by the THECB on or before the following dates to provide information on the progress of the NIGP funded project. The THECB will provide templates for each report. Each report must be certified by the project director(s) and an authorized institutional representative who provides independent oversight of the NIGP-funded project.

1. **February 29, 2024:** Interim Project Report 1
2. **August 31, 2024:** Interim Project Report 2
3. **February 28, 2025:** Interim Project Report 3
4. **August 31, 2025:** Final Project Report

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

- (a) Narrative status report of the NIGP-supported project;
- (b) Project Work Plan. The project work plan submitted with the Applicant's Application shall be updated and supplemented for each interim report and for the final report; and

- (c) Inventory of all equipment purchased with grant funds.

### 10.3 FINANCIAL REPORTS

Awarded Applicant shall submit four (4) financial reports as specified by the THECB due on or before the following dates. The THECB will provide templates and instructions for the financial reports. For each report, Awarded Applicant must include supporting documentation (e.g., purchase orders, general ledger entries, receipts) including but not limited to itemized descriptions for the reported actual expenditures. Each report must be certified by the project director(s) and an authorized institutional representative who provides independent oversight of the NIGP-funded project.

1. **February 29, 2024:** Interim Financial Report 1 (six-month period of August 1, 2023, through January 31, 2024)
2. **August 31, 2024:** Interim Financial Report 2 (six-month period of February 1, 2024, through July 31, 2024)
3. **February 28, 2025:** Interim Financial Report 3 (six-month period of August 1, 2024, through January 31, 2025)
4. **August 31, 2025:** Final Financial Report (six-month period of February 1, 2025, through July 31, 2025)

## 11. TERMS AND CONDITIONS

### 11.1 Termination

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

#### 11.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.35 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination.

THECB shall have no other liability, including no liability for any costs associated with the termination.

### 11.1.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's performance; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant 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 or comply with terms of this Grant 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 reasonable costs, fees, expenses, and other damages available to THECB including but not limited to, attorney's fees, court costs, and any other consequential damages to the state of Texas and THECB resulting from Grantee's non-performance or non-compliance.

### 11.1.3 Abandonment or Default

If Grantee abandons or defaults on the Grant Agreement, THECB reserves the right to terminate the Grant Agreement without notice and re-award the Grant Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-award 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 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 Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Agreement throughout the Grant Agreement Term to incorporate any modifications necessary for THECB's compliance, as a Texas state agency, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.



### 11.1.5 Excess Obligations (Non-Appropriation)

The Grant 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 Agreement, as well as Grant Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant 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 work immediately upon the effective date of termination, unless otherwise agreed to in writing by the Parties. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the previously authorized performance completed in accordance with Grant Agreement requirements and performed prior to the effective date of termination.

### 11.1.7 Transfer of Duties

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

## 11.2 Amendment

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

## 11.3 Indemnification, Acts or Omissions

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

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THECB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT

AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### 11.4 Sovereign Immunity

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

### 11.5 Assignment

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

### 11.6 Delegation or Subcontracting

Unless as otherwise provided for in this Grant Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without THECB's prior written approval. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Grant Agreement and Grantee shall ensure that the terms and conditions of this Grant Agreement are applicable to any subcontractor. 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 Businesses (HUB), as defined in Texas Government Code § 2161.001(2), during the performance of this Grant 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 Agreement, or indirectly through a subcontract under this Grant Agreement, acts as acceptance of the authority of the State Auditor's Office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's Office, THECB or, in agreements involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the Audit Entities in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which assures a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant 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 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 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 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 Texas Grant Management Standards

Grantee agrees to follow and comply with the Texas Grant Management Standards (TxGMS), including all of its applicable conditions and State Assurances. TxGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>.

### 11.10 Forms, Assurances, and Reports

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

### 11.11 Site Visits

Throughout the Grant Term, THECB and/or its representatives shall have the right to make site visits to review the NIGP 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 THECB's discretion and in compliance with Texas law, 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.

### 11.15 Child Support Obligation Family Code

*(Not applicable to state agencies, government entities, or nonprofits.)*

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

### 11.16 Dispute Resolution

The dispute resolution process provided in Texas Government Code Chapter 2009 is available to the Parties to resolve any disputes arising under the Grant Agreement.

### 11.17 Public Disclosure

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

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

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. If that is 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 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.

### 11.18 Confidentiality, Public Information Act, and FERPA

Notwithstanding any provisions of this 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 rulings and opinions of the Attorney General of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

#### 11.18.1 Public Information Act

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

All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Grant Agreement, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Grant Agreement. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information or copyrighted materials included in Applicant's Application may be subject to disclosure unless such proprietary information or copyrighted materials is clearly identified by Applicant, and such identification is 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 should be in boldface type at least 14-point font.

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 THECB to violate any law, including the Texas Public Information Act.

### **11.18.2 Family Educational Rights and Privacy Act**

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

### **11.18.3 Protection of Confidential Data (Covered Data and Information)-If Applicable**

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 11, Terms and Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

### **11.18.4 Acknowledgment of Access to Covered Data and Information**

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

### **11.18.5 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 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.

### **11.18.6 Return or Destruction of CDI**

Upon termination, cancellation, expiration or other conclusion of the Grant Agreement, Grantee shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If Grantee destroys the CDI, Grantee shall

provide THECB with a certificate confirming the date the CDI was destroyed.

### 11.18.7 Breach

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

### 11.18.8 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.

### 11.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI

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

## 11.19 Infringements

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

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THECB, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM AND AGAINST ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, TRADE SECRET OR OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHT IN CONNECTION WITH OR ARISING FROM 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 TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER



CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

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

### 11.20 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 work performed under the Grant Agreement.

Copyright. When copyrightable material is developed in the course of or under this Grant Agreement, Awarded Applicant is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Awarded Applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant Agreement.

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

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

### 11.21 Governing Law and Venue

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

### 11.22 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, administrative body, or tribunal in any matter affecting the performance of this Grant Agreement, including applicable workers’ compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB’s request, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB’s equipment, and/or the workplace and its contents by Grantee’s or its subcontractors’ work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work under this Grant Agreement.

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 in accordance with this Grant Agreement competently and professionally, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee’s right to enter into this Grant Agreement or Grantee’s right or ability to perform Grantee’s obligations under this Grant 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 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 Agreement.

### 11.23 Conflict of Interest

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest with THECB under this Grant Agreement. Failure to disclose a conflict of interest, at any time during the duration of this Grant Agreement, shall be cause for termination of this Grant Agreement. Grantee represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

### 11.24 Disclosure of Interested Parties

THECB may not execute a grant valued at \$1 million dollars or more 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 has an online portal for vendors/grantees. 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 the form before sending a final copy to THECB at [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov). The Texas Ethics Commission portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

### 11.25 Financial Interests and Gifts

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

### 11.26 Antitrust

The undersigned affirms under penalty of perjury of Texas state laws that: "(1) in connection with this Grant Agreement, neither I nor any representative of Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code Chapter 15; (2) in connection with this Grant Agreement, neither I nor any representative of Grantee have violated any federal antitrust law; and (3) neither I nor any representative of Grantee have directly or indirectly communicated any of the contents of this Grant Agreement to a competitor of Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee."

### 11.27 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 Agreement.

### 11.28 Independent Contractor

Grantee shall be an independent contractor in all matters relating to this Grant 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.

### 11.29 Eligibility/Authorization to Work in the United States

Grantee shall ensure that all personnel provided to perform work under this Grant 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 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 Agreement and THECB shall have the right to terminate the Grant Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

### 11.30 Taxes, Workers' Compensation Insurance, and Unemployment Insurance, Including Indemnity

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

GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS GRANT 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 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 GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

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

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including THECB rules relating to NIGP as codified in Title 19, Part 1 of the Texas Administrative Code, Chapter 6) and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of the Grant Agreement, including, if applicable, workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance.

### 11.31 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 Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

### 11.32 Buy Texas

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant 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.

### 11.33 Provision of Services

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

### 11.34 Force Majeure

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

### 11.35 Notice

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

Method of Notice. All notices must be given by (i) personal delivery, (ii) express courier (with confirmation), (iii) registered or certified mail (return receipt requested), or (iv) electronic mail to the Parties at the address specified in this Grant 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 Agreement will be effective upon receipt by the Party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

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

### 11.36 False Statements; Breach of Representations

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

### 11.37 Severability and Waiver

The invalidity, illegality, or unenforceability of any provision of this Grant 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 Agreement shall be construed to operate as a waiver of any rights under the Grant Agreement, or of any cause of action arising out of the performance of the services required by the Grant Agreement.

### 11.38 Human Trafficking Prohibition

“Under Section 2155.0061, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.” Tex. Gov't Code § 2155.061.

### 11.39 Foreign Terrorist Organizations

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

### 11.40 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>.



### 11.41 Notification of Grant Agreement

*(Only applies to employees of a Texas state agency or any public or private 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.

### 11.42 Insurance

Only if required by law, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant 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 Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of Grant Agreement, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

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

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



Note: The required insurance coverage must be issued from a company or companies that have both: (1) a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and (2) a Financial Size Category Class of “VII” or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under Texas state laws and in a form satisfactory to THECB. All required insurance contracts must be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and 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 [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov) and by U.S. First Class Mail to 1801 N. Congress Ave. Suite 12.200, Austin, Texas 78701 at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee’s performance under the Grant Agreement; and
- (3) Deliver to THECB by e-mail at [NIGP@highered.texas.gov](mailto:NIGP@highered.texas.gov) and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, 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 Agreement.

Grantee must ensure that all provisions of the Grant 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 Agreement.

### 11.43 Debts and Delinquencies to the State

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

### 11.44 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 officers have 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.

### 11.45 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 Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

### 11.46 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.

### 11.47 E-Verify: U.S. Department of Homeland Security's E-Verify System

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

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

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

### 11.48 Drug-Free Workplace

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

### 11.49 No Commissions

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

### 11.50 Applicable Taxes

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

### 11.51 Electronic and Information Resources Accessibility Standards

State agencies and institutions of higher education shall procure products which comply with the state of Texas accessibility requirements for electronic and information resources specified in Title 1 Texas Administrative Code, Part 10, 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 the Texas Department of Information Resources (DIR) with the Uniform Resource Locator (URL) to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with Texas state accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<https://www.section508.gov/buy/>). 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/>.

### 11.52 Smoking Policy

THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and

visitors. This policy prohibits smoking within any state building. Grantee, by acceptance of this Grant Agreement, agrees to abide by this policy when on THECB's property.

### 11.53 Substitutions

Substitutions are not permitted without THECB's written approval.

### 11.54 Grantee Information Responsibilities

*(Applicable for Agreements \$1 Million and Above)*

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.766 may apply to the Grant Agreement and Grantee agrees that the Grant Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

### 11.55 Cybersecurity Training

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

### 11.56 Disaster Recovery Plan

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

### 11.57 Entire Agreement and Order of Precedence

This Grant Agreement consists of the following documents: the final executed Grant Agreement (including its exhibits and any amendments), THECB's Request for Applications, and Grantee's response to the Request for Applications.

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) Any duly executed amendments to the final executed Grant Agreement;
- (2) The final executed Grant Agreement, including its exhibits;
- (3) The original Request for Applications including any addenda issued; and
- (4) Grantee's Application in response to the Request for Applications, including any addenda.

This Grant Agreement (including its exhibits and any amendments) contains the final, complete, and exclusive understanding of the Parties, and supersedes all prior, contemporaneous, oral, or written understandings, representations, and negotiations between the Parties relating to the subject matter of this Grant Agreement. The Parties further agree that this Grant 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 Agreement or otherwise.

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

### Appendix A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An Eligible Applicant (Eligible Applicant or Applicant) is a program approved by the Texas Board of Nursing that prepares Texas students for initial licensure as registered nurses at Texas public institutions of higher education and Texas independent higher education institutions, as defined in Texas Education Code 61.003.
2. **Application** – The final document submitted by an Applicant to the THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by the THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **NIGP** – Nursing Innovation Grant Program
5. **NOGA** – Notice of Grant Award – 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 to create the entire Grant agreement.
6. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
7. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.
8. **THECB** – The Texas Higher Education Coordinating Board, a Texas state agency.

## Appendix B: CALENDAR OF EVENTS

June 2023	Request for Applications Published
July 7, 2023	Application Deadline
July 2023	THECB Announces Grant Awards
July 2023	Execution of Grant Agreement Begins
August 1, 2023 *	Grant Period Begins
September 18, 2023	Grantees Have First Meeting with THECB-Virtual
February 29, 2024	First Project Report and Interim Financial Report is Due to THECB
July 31, 2024	Delivery Deadline for Equipment, including Software, with a Unit Price Higher Than \$5,000
July 31, 2024	Completion Deadline for Renovation Work
August 12, 2024	Grantees Have Second Meeting with THECB-Virtual
August 30, 2024	Second Project Report and Interim Financial Report is Due to THECB
February 28, 2025	Third Project Report and Interim Financial Report is Due to THECB
April 30, 2025	Deadline to Submit Grant Extension Request
July 31, 2025	Grant Period Ends – All Grant Expenses Must Be Incurred
September 30, 2025 <sup>+</sup>	Final Project Report and Final Financial Report and Unexpended Grant Funds Due to THECB

\*Grant Period begins August 1, 2023, or upon execution of Notice of Grant Award, whichever is later.

<sup>+</sup>Unexpended Funds are required to be returned to the THECB (90) days after review and acceptance of final financial report by the THECB.

## Appendix C: APPLICATION EVALUATION FORM

### Nursing Innovation Grant Program (NIGP)

NIGP Application Evaluation Form			
Project Institution:			
Reviewer:			
PART A-Proposal Scoring	Max. Points	Actual Points	Notes
<b>Significance of Project (30 Points)</b>			
The project is relevant and timely to current nursing issues.	5		
The project is important for one or more geographic areas in the state.	5		
The project scope and its proposed approaches are distinct from current or existing practices, and the project advances knowledge that will be useful to other institutions in the state.	5		
The project would make an impact in addressing the shortage of registered nurses and/or qualified faculty.	10		
The project or similar activity will continue after the grant period ends.	5		
<b>Subtotal</b>	<b>30</b>		
<b>Comments - Significance of Project</b>			
<b>Resources and Cost Effectiveness (45 Points)</b>			
Existing resources at the Applicant institution are used.	5		
The professional credentials and experiences of the project's key personnel are relevant to the project.	10		
Proposed budget items are adequately justified and are consistent with the allowable costs and restrictions specified in the RFA.	10		



## Nursing Innovation Grant Program

The budget is reasonable and realistic for the project goals, indicating effective use of grant funds.	15		
Local funding is available to share in the cost of the program.	5		
<b>Subtotal</b>	<b>45</b>		
<b>Comments - Resources and Cost Effectiveness</b>			
<b>Project Design (25 Points)</b>			
The project is well-defined, supported by research/past experience, and has a cohesive design supporting the timely completion of goal, objectives, and outcomes.	10		
The Project Work Plan is realistic, appropriate, and described in sufficient detail.	10		
The project can be completed within the Grant Period.	5		
<b>Subtotal</b>	<b>25</b>		
<b>Comments - Project Design</b>			
<b>Evaluation and Expected Outcomes (30 Points)</b>			
The Project Work Plan describes the measurement methodology to evaluate the outcomes from the project.	10		
The evaluation methodology is appropriate and effective.	10		
The outcomes are realistic.	10		
<b>Subtotal</b>	<b>30</b>		
<b>Comments - Evaluation and Expected Outcomes</b>			
<b>TOTAL POINTS</b>	<b>120</b>		

**PART A-Proposal Scoring - Summary Project Comments and Recommendations**

Strengths:

Weaknesses:

What changes would need to be made to fund this application?

Other:

**PART B-Budget Revision**


**Revise Budget to this amount \$**

**Please explain the recommended budget revision.**

## Appendix D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	
APPLICATION FORMS 1-2 CERTIFICATION (8.1) – FORM 1 PROJECT NARRATIVE (8.2) – FORM 2	NIGP 2023 FORMS 1-2
PROJECT WORK PLAN (8.3) – FORM 3	NIGP 2023 FORM 3 – Work Plan
APPLICATION PROJECT BUDGET (8.5)	NIGP 2023 FORM 4 – Project Budget
EVIDENCE OF LEADERSHIP COMMITMENT (8.7)	Attachment(s)

## Appendix E: SAMPLE NOTICE OF GRANT AWARD

		THECB Award Number: {XXXX} Appropriation Year (AY): 2023	
<p>Notice of State Grant Award to {contracted_party}</p>			
Grantee Name and Address:  {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}		Grant Title: <b>Nursing &amp; Allied Health-Nursing Innovation Grant Program</b>	
		Amount of Award: \$ {total_\$}	
		Division: <b>Academic and Health Affairs</b>	
		Term of Grant: <b>August 1, 2023, to July 31, 2025</b> All allowable expenditures must be incurred by: <b>July 31, 2025.</b>	
		Payment Method: <ul style="list-style-type: none"> <li>• <b>To enable expeditious project implementation by Grantee, a payment in the amount of 25% of the award will be made after contract execution, start of Grant Period, and THECB Approved Award Budget.</b></li> <li>• <b>Remaining awarded funding (75% of award) will be paid on a cost-reimbursement basis.</b></li> </ul>	
Authority: <b>Texas Education Code, Title 3, Chapter 63, Subchapter C</b>			
<p>The Texas Higher Education Coordinating Board’s (THECB) and 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 Applications (RFA) including any addenda issued, (2) addenda to Grantee’s Application (if any), and (3) Grantee’s Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the Parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the Parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee.</p>			
Signed by THECB Official:		Signed by Grantee Official:	
{sign Contact} {sign Contact title}		{signed_by} {signed_by title}	
Date:		Date:	