



Texas Higher Education
Coordinating Board

REQUEST FOR APPLICATIONS

TEXAS HIGHER EDUCATION COORDINATING BOARD

**Graduate Medical Education
Planning Grant Program**

2019 - 2021

NOTICE OF INTENT DEADLINE: 5:00 p.m. CT, May 31, 2019

APPLICATION DEADLINE: 5:00 p.m. CT, June 14, 2019

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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Graduate Medical Education Planning Grant Program ("Planning Grants")

1.2 SYNOPSIS OF PROGRAM

Planning Grants were established to increase the number of graduate medical education ("GME") first-year residency positions in the state by increasing the number of entities engaged in the training of residents. The program provides support for hospitals, medical schools, and community-based health centers in the state interested in creating a new residency program. Planning Grants encourage new partnerships between applicants and existing GME programs for the purpose of developing new residency programs.

This Request for Applications ("RFA") is to support eligible Applicants that intend to develop a new GME program with First-year Residency Positions, as defined in Appendix A, Definitions.

1.3 PROGRAM AUTHORITY

Texas Education Code, Section 58A.021 and Section 58A.022.

1.4 POINT OF CONTACT

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

Suzanne Pickens
Senior Program Director
Texas Higher Education Coordinating Board
Email: GME-Expansion@THECB.state.tx.us
Phone: 512-427-6200

1.5 INQUIRIES

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

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have submitted a Notice of Intent or an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to GME-Expansion@THECB.state.tx.us.

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

Contingent upon the amount of appropriation available, the THECB expects to award approximately two grants (Grant Award) of \$250,000 per Grant Award for the Grant Period (Grant Period).

2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on July 1, 2019, whichever is later, and will conclude on June 30, 2021, for a 24-month Grant Period. Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

GME Planning Grant Program 2019

At the THECB's sole discretion, the second year of funding (July 2020 - June 2021) will be contingent upon the Awarded Applicant using the grant funds according to the grant contract terms and conditions in the first year (July 2019 - June 2020) of the Grant Period.

2.3 SELECTION FOR FUNDING

The funding available to support Planning Grants in Fiscal Years (FY) 2019 and 2020 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

May 31, 2019

June 14, 2019

June 2019

Application Steps

Notice of Intent Deadline

Application Deadline

THECB Announcement of Grant Awards

3 ELIGIBILITY REQUIREMENTS

3.1 ELIGIBLE APPLICANT

3.1.1 Entities in the following categories and located in the state are eligible to apply for a Planning Grants award:

- (a) a hospital; or
- (b) a medical school; or
- (c) a community-based, ambulatory patient care center, which includes:
 - (1) a federally qualified health center,
 - (2) a community mental health center,
 - (3) a rural health clinic,
 - (4) a teaching health center

An eligible Applicant may partner with a Sponsoring Institution or an existing GME program for the purpose of planning a new GME program.

See Appendix A, Definitions, for further description of the entities listed in (a) through (c) above.

3.2 ELIGIBLE PROJECTS

3.2.1 Applications submitted under this RFA must propose a strategy and work plan to develop a new GME program(s) or Rural Training Track(s) (RTT), as defined in Section 7.2.1, that have First-Year Residency Positions.

3.2.2 Applications submitted under this RFA must propose development of a nationally accredited program or RTT in one or more of the specialties listed alphabetically below:

- Emergency Medicine
- Family Medicine
- Internal Medicine
- OB/GYN
- Pediatrics
- Psychiatry
- Surgery

3.3 PRIORITY PROJECTS

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

3.4 NOTICE OF INTENT REQUIREMENT

3.4.1 *A Notice of Intent to Apply Is Mandatory*

Each potential Applicant shall submit a Notice of Intent to Apply to the THECB according to the deadline and submission instructions established in this section.

Applications for which THECB has not received a Notice of Intent will not be considered for a Grant Award.

3.4.2 *Submission Deadline.*

Each Applicant must submit electronically to THECB a completed Notice of Intent to Apply on or before **5:00 PM CT May 31, 2019.**

3.4.3 *Form Required for Submission.*

The Notice of Intent form is available on the Planning Grants website:

www.thecb.state.tx.us/GMEPlanningGrants. Only Notice of Intents submitted on the THECB Notice of Intent to Apply Form will be accepted.

3.4.4 *Submission Instructions.*

All completed Notice of Intent forms must be submitted electronically to the following email address: GME-Expansion@THECB.state.tx.us. The email subject line should contain "NOI Planning."

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

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

3.3.5 *THECB Confirmation of Notice of Intent Receipt*

THECB will email confirm receipt of Notice of Intent to Applicant within three state business days of receipt by THECB. Applicant must not consider a Notice of Intent received by THECB until Applicant has received an email confirmation from THECB.

GME Planning Grant Program 2019

If Applicant has not received such confirmation from THECB within three state business days of submission, contact the Point of Contact at 512-427-6200. Applicant may be requested to provide proof of timely submission.

3.5 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

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

4 APPLICATION SUBMISSION

APPLICATION DEADLINE: 5:00 p.m. CT, June 14, 2019

Applications must be:

- completed according to the guidelines in Section 8
- submitted by an authorized agent of the Applicant entity
- submitted via email to GME-Expansion@THECB.state.tx.us to the Point of Contact listed in Section 1.4.

Late or incomplete Applications will not be accepted.

Applications submitted to an address different from GME-Expansion@THECB.state.tx.us will not be accepted.

No mailed, hand-delivered, or faxed Applications will be accepted.

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

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

5 PROGRAM BACKGROUND

In 2013, the 83rd Texas Legislature appropriated \$14 million to support several efforts to increase the number of First-Year Residency Positions available in the state. The goal of the initiative is to achieve 10 percent more First-Year Residency Positions than Texas medical school graduates. Funding was increased in subsequent biennia and the efforts to increase the number of First-Year Residency Positions have provided Texas medical students with a greater opportunity to remain in the state for their residency training. However, despite substantial progress, further increases are required in the number of First-Year Residency Positions to maintain the 1.1 to 1 goal.

From 2014 to 2018, as part of Graduate Medical Education Expansion initiative, Planning Grants awards have supported the establishment of 13 new residency programs across the state, with additional programs planned to begin operation July 2019.

6 PROJECT REQUIREMENTS

6.1 FUNDING RESTRICTION

Planning Grants funds shall not be substituted for any other funds available to the Applicant or any project partners.

6.2 ALLOWABLE COSTS AND RESTRICTIONS

6.2.1 Planning Grants awarded funds shall be spent only on expenses that support the investigation, planning, and/or development of a GME program or RTT in a specialty established in Section 3.2.2.

6.2.2 *Allowable Cost Categories.*

Reasonable costs in the budget categories below are allowable:

- Personnel Compensation
Compensation may encompass a portion of salaries, wages, and benefits of personnel, including, but not limited to, project director, coordinator, and residency program director.
- Travel
Travel expenses are allowed for personnel conducting activities directly related to the grant project. These costs must be specifically identified and justified in the Application budget, the Final Award Budget, or a budget subsequently approved by THECB via a Budget Change Request. Travel expenses must be consistent with State of Texas guidelines relating to type (transportation, lodging, meals), basis (such as actual cost, per diem, mileage), and reasonableness.
- Equipment and Supplies
Funds expended on Equipment and Supplies shall not exceed five percent (5%) of total project budget.
- Fees to External Consultants
Consulting assistance may include, but not be limited to, activities such as feasibility studies, strategy development, financial modeling, GME funding source analysis, affiliation agreements, and faculty identification/engagement.
- Other Direct Costs
Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the Application budget and the negotiated award budget.

6.2.3 *Prohibited Costs.* The following types of costs shall not be included in the proposed budget or be paid with Planning Grants funds:

- Costs incurred prior to the Grant Period
- Costs for ongoing support of resident training after the new program's or track's matriculation of its first residents
- Salaries or other stipends that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position)
- Equipment and Supplies costs that in total exceed five percent (5%) of total project budget
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price
- Food and beverages
- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), basis (such as actual cost, per diem, mileage), and reasonableness
- Foreign travel
- Indirect costs

6.2.4 Budget Changes

Submission of a Budget Change Request and prior written approval from the THECB is required to charge any of the following costs to the grant:

- Domestic travel not specifically itemized in the Application Budget of the Final Award Budget.
- Other Direct Costs not specifically identified and justified in the Application Budget or the Final Award Budget.
- Budget transfers across the allowable budget categories listed in Subsection 6.2.2 that exceed \$15,000 of the total Grant Award during the Grant Period.

Budget Change Request approval must be requested in writing from the Point of Contact in Section 1.4.

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 of achieving the 1.1 to 1 ratio of First-Year GME positions to medical school graduates. Selection criteria shall be based on funding priorities and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants.

7.1 APPLICATION SCREENING

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

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

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to the funding priority categories and general selection criteria described in Sections 7.2 and 7.3.

7.2 PRIORITY CRITERIA FOR AWARD SELECTION

An eligible Applicant's proposed residency program or track will be given priority in the selection process based on the three funding priority categories described in this section. As the first step in the selection process, available funds will be awarded to eligible Applicants that meet the criteria for Funding Priority One and satisfy the General Evaluation Criteria.

If available funding remains after Funding Priority One awards have been selected, Funding Priority Two Applicants will be considered, followed by consideration of Funding Priority Three Applicants.

7.2.1 Funding Priority One - Rural Programs

Rural programs are physician residency programs where the training takes place primarily in rural areas, and the focus is on producing physicians who will practice in rural communities.

Definition of Rural

For the purposes of this RFA, the terms "Rural" and "Rural Area" are defined as follows:

- a. a county having a total population of 50,000 or less, or
- b. a county having a rural population of 50 percent or more

The county population measures described above are based on 2010 U.S. Census Bureau data, as presented in Appendix C, which includes a list of the Texas counties that meet one or both definitions of Rural.

Types of Rural Programs

- a. Rural Programs

These programs are separately accredited and geographically located in a Rural Area.

- b. Rural Training Track Programs.

These programs are separately accredited as an Alternate Training Track/Site. The first year of training is generally completed at the non-rural main program. However, for the second and third years, the training is in a Rural Area.

- c. Tracks with a Rural Focus

This category refers to an identified training track that is not separately accredited but is within a larger non-rural program.

- For family medicine programs, at least 50 percent of total program training must be in a Rural Area.
- For other eligible specialties, at least 20 percent of total program training must be in a Rural Area.

7.2.2 Funding Priority Two – Primary Care and Psychiatry Programs

For the purposes of this RFA, Primary Care Programs are the medical specialties of Family Medicine, Internal Medicine, Obstetrics/Gynecology, and Pediatrics.

Psychiatry Programs consist of four years of training in general psychiatry.

7.2.3 Funding Priority Three – Other Eligible Residency Programs

Proposed residency programs in Emergency Medicine or General Surgery that do not meet the requirements for a Rural Program as specified in Section 7.2.1 will be considered for funding after the First and Second Funding Priorities.

7.3 GENERAL CRITERIA FOR AWARD SELECTION

Each Application that successfully completes the screening process shall be assigned to its appropriate Funding Priority. Applications in Funding Priority One will be evaluated first. If available award funds remain after all Priority One Applications have been evaluated, Priority Two Applications will be evaluated, and, then, if award funds remain, Priority Three Applications will be evaluated.

THECB staff will review the Applications based on the program elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success.

GME Planning Grant Program 2019

1. There is evidence to indicate that leadership, partners, and community are supportive of the establishment of a GME program.
2. Applicant's assessment of need for a GME program provides sufficient information on the characteristics of proposed program's community and service area, economic impact of the program on the community, medical provider availability, provider recruitment challenges, and other relevant issues.
3. Planned resources are adequate and meet accreditor requirements, if applicable.
4. Applicant's planned site offers sufficient learning opportunities for resident training.
5. Applicant's budget indicates that financial resources are appropriately allocated to achieve project goal and objectives.
6. Applicant's Project Work Plan defines objectives, outcomes, and activities that are appropriate, methodical, and reasonably achievable within the grant period.
7. Applicant's overall proposal indicates the intent to fully evaluate the variables pertinent to the investigation, planning, or development of an eligible GME program.

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

7.4 RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education, who will submit his funding decision to THECB Board members for their final approval as consistent with THECB Rule 1.16.

8 APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.7 of this RFA. The Application Forms are available on the THECB website: www.thecb.state.tx.us/GMEPlanningGrants.

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

8.1 CERTIFICATION OF APPLICATION INFORMATION (FORM 1)

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

8.2 PROJECT NARRATIVE (FORM 2)

8.2.1 Provide Applicant and Partner contact information. Provide location information on the proposed program(s).

8.2.2 *Project Summary*

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

8.2.3 *Description of Applicant and Partners*

- Provide information on Applicant and partners expected to participate in the project, including expected roles and contributions. Describe participants' level of commitment to the project. Provide documentation per Section 8.7. This information shall specifically include any third parties, whether individuals or organizations, managing the location or to whom the Applicant institution has delegated authority or responsibilities.
- Provide information on facilities and service areas that would be used for training residents. Include description of services offered; annual patient volume metrics, such as patients served/admitted and patient visits, as appropriate to the facility type; and Applicant's and partner's service area.
- Describe the learning opportunities and resources available for GME. For example, would the patient population meet accreditor educational requirements for volume and variety? Would the facilities have adequate resources for resident education as defined by program accreditor requirements? Would sufficient faculty be available to satisfy program accreditor requirements?
- Provide information on the education of other health professionals that takes place at the facility, such as nurses, physician assistants, medical students, and other residents. Would the presence of these other learners affect the level of support expected from medical staff for a new program?
- Other characteristics of the organization that could be conducive to the planning and operation of a GME program.

8.2.4 *Assessment of Need for a GME Program*

In the assessment of need for the proposed GME program(s) location, Applicant should provide characteristics of proposed program's community and service area, economic impact of the program on the community, medical provider availability, provider recruitment challenges, and other relevant issues.

8.3 PROJECT WORK PLAN (FORM 3)

Project Work Plan should include the Project Goal Statement, objectives, activities, and outcomes. Generally, each objective would be supported by more than one activity, process, or deliverable. 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.

8.3.1 *Project Goal Statement*

The Project Goal Statement shall identify the ultimate outcome of the project. The planned outcome identified must be selected from one or more of the phases necessary to establish a new GME program(s):

- Investigation
- Planning
- Development

8.3.2 *Major Project Objectives and Expected Outcomes*

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

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

8.4 PROJECT EVALUATION

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

The THECB may conduct an evaluation to assess the statewide effectiveness of the program across all participating sites. Awarded Applicants must also participate in such an evaluation.

8.5 BUDGET (FORM 4)

A separate budget must be submitted for each partner that would participate in Planning Grants program funding. The budget must include:

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

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

8.6 FINANCIAL VIABILITY

Provide a financial statement for the Applicant for the previous three (3) fiscal years. This may be in the form of Applicant's most recent audited financial reports. Public institutions are exempt from this requirement.

8.7 EVIDENCE OF LEADERSHIP COMMITMENT

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.

9 DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

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

9.2 HB 1295 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the non-state Business Entity has presented a certificate disclosing interested parties. For-profit organizations, not-for-profit organizations, and private institutions selected for an award must complete this requirement before a grant award contract can be executed. Further information relating to Disclosure of Interested Parties is provided in Section 11.3 of this RFA.

9.3 FUNDS DISBURSEMENT

9.3.1 Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties as applicable, Grant Award funds will be disbursed according to the provisions in Section 11.5 of this RFA.

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

9.4 LAST DAY OF EXPENDITURES

Planning Grant award funding must be expended by June 30, 2021.

9.5 RETURN OF UNEXPENDED FUNDS

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

10 PROJECT MONITORING AND REPORTING REQUIREMENTS

10.1 PROJECT MONITORING

The THECB staff shall monitor and oversee project 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 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 to the THECB any of the required reports in Sections 10.2 and 10.3 by the established deadline, and the THECB staff have not granted a submission extension, the THECB reserves the right to require that monies already disbursed to Grantee be returned. If a required report is not accepted by THECB, return of monies already disbursed to Grantee may be required. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

10.2 PROJECT NARRATIVE REPORTS

Awarded Applicant shall submit three written project reports as specified by the THECB on or before the following dates:

1. Interim Project Report due April 1, 2020,
2. Interim Project Report due December 1, 2020, and
3. Final Project Report due September 1, 2021.

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

- (a) Narrative status report on the development of a graduate medical education program.
- (b) Project Work Plan. The work plan submitted with the Applicant's Application shall be updated and supplemented for each interim report and for the final report.

10.3 FINANCIAL REPORTS

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

1. Interim Expenditure Report due April 1, 2020,
2. Interim Expenditure Report due December 1, 2020, and
3. Final Financial Report due September 1, 2021.

11 PROVISIONS AND ASSURANCES

11.1 COST OF APPLICATION PREPARATION

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

11.2 APPLICATION DELIVERY AND LATE APPLICATIONS

11.2.1 Applications must be submitted by an authorized agent of the Applicant.

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

11.3 CONFLICT OF INTEREST

11.3.1 Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by the THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

11.3.2 *HB 1295 – Disclosure of Interested Parties.* The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission (TEC) has built an online portal for vendors/grantees. Vendors/ Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, print and sign before sending a final copy to the THECB at Contracts@THECB.state.tx.us. The TEC portal link can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

11.4 CONTRACT

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

11.4.2 The Contract must be executed by an individual authorized to enter into a contract on behalf of the Applicant. Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant' or 'Grantee.' Likewise, the

terms 'Request for Applications' and 'Application' shall have the same meaning as the term 'Contract' or 'Agreement.'

11.5 PAYMENT TERMS

Planning Grants are funded through state general appropriations. 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 HB 1295 Disclosure of Interested Parties has been received and acknowledged by the THECB, as described in Section 9.2.

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

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 must submit the first Project Progress Report and Interim Expenditure Report by the deadlines established in Section 10 Monitoring and Reporting Requirements. The second-year funding of 50 percent of the award will be payable after approval and acceptance of these reports by THECB staff.

All grant-related expenses must be incurred on or prior to June 30, 2021. Any grant funds received by Grantee and not expended prior to the end of the Grant Period shall be returned to THECB within ninety (90) days, unless otherwise agreed by THECB and Grantee.

11.6 GRANT EXTENSION

Extension of the Grant Period for the project may be granted at the sole discretion of THECB staff. An Awarded Applicant may be eligible to request a maximum six-month no-cost grant extension to fully complete grant project activities and goals. Awarded Applicant must request an extension by email to the point of contact in Section 1.4 no later than January 27, 2021.

11.7 PROPRIETARY INFORMATION

During the performance of a project implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of the THECB. These data shall be handled in a method that concurs with the Family Educational Rights and Privacy Act (FERPA) regulations and guidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Applicant agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without the THECB's prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or Texas law.

11.8 RELEASE OF INFORMATION BY AWARDED APPLICANT

11.8.1 FERPA. Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.

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

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

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

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

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

11.9 RELEASE OF APPLICATION INFORMATION BY THECB

11.9.1 Public Information Act. Awarded Applicant understands and acknowledges that as a Texas state agency, the THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552, as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with the THECB in the production of documents responsive to any such requests under the Public Information Act.

Awarded Applicant is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This RFA, Awarded Applicant's Application, any Grant awarded to the Applicant, and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. To the extent Grantee is subject to the Public Information Act, Grantee will notify the THECB's General Counsel within 24 hours of receipt of any third-party requests for information it receives relating to this Agreement.

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

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

11.9.4 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 Contract is awarded. The production of any material under the Contract shall not have the effect of violating or causing the THECB to violate any law, including the Texas Public Information Act.

11.10 AMENDMENT AND TERMINATION

11.10.1 Amendment. Any amendment or change to the Grant which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and the THECB. None of the parties to the Contract will be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.

11.10.2 THECB Right to Terminate for Cause. As consistent with applicable law, the THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as the THECB may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 11 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program, or a failure to perform any of the work under the Contract to the THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. The THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with the THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, the THECB may exercise any and all rights as may be available to it by law or in equity.

11.10.3 Interpretation. As consistent with applicable law, the Contract may be terminated in the event that federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by the THECB to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. The THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Grant Period to incorporate any modifications necessary for the THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

11.10.4 Effect of Termination. As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the notice directs otherwise), refund partially or fully all Grant proceeds in accordance with written notice, and shall deliver or otherwise make available to the THECB, a summary of work

products developed by Awarded Applicant under the Contract, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. The THECB shall be liable to Awarded Applicant for that portion of the Services authorized by the THECB and which have been completed prior to the effective date of termination, provided that the THECB shall not be liable for any work performed that is not acceptable to the THECB and/or does not meet Contract requirements.

11.10.5 In the event of termination, the THECB reserves the right to negotiate a Contract based on another Applicant's submission if it is in the state's best interest.

11.11 NOTICE

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

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

11.11.3 *Receipt of Notice.* A notice in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

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

11.12 ASSIGNMENT OR SUBCONTRACTING

No rights, interest, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of the THECB Point of Contact. Any attempted assignment, delegation, or subcontract by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No delegation, assignment, or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

11.13 LIABILITY AND INDEMNIFICATION

11.13.1 LIABILITY

11.13.1.1 Neither the THECB's review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the work required by the Contract.

11.13.1.2 The THECB shall have no liability except as specifically provided by law.

11.13.1.3 *Sovereign Immunity.* The THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between the THECB and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to the THECB or Awarded Applicant beyond such liability provided

for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

11.13.2 INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

11.13.2.1 Acts or Omissions. Grantee shall indemnify and hold harmless the State of Texas and THECB AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Grantee or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.13.2.2 Infringements.

(a) Grantee shall indemnify and hold harmless the State of Texas, THECB AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS 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 WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) Grantee shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) 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 without Grantee's written approval, (iii) any modifications made to the product by the Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB, or (v) any use of the product or service by THECB that is not in conformity with the terms of any applicable license agreement.

(c) 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.

11.13.2.3 Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity.

(a) 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 SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

(b) GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES 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 AGREEMENT. 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 WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.14 INSURANCE

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect the THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee's obligations under the Agreement. Grantee represents and warrants that it will, within five (5) business days of receiving the THECB's request, provide the THECB with current certificates of insurance or other proof acceptable to the THECB of the following insurance coverage:

Standard Workers Compensation Insurance in accordance with the following statutory limits covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident \$1,000,000, Disease- Each Employee \$1,000,000, Disease-Policy Limit \$1,000,000.

Commercial General Liability:

Occurrence based: Bodily Injury and Property Damage, Each occurrence limit: \$1,000,000; Aggregate limit: \$2,000,000; Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products /Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000.

Grantee represents and warrants that all of the above coverage is with companies licensed in the state of Texas with at least an "A" rating from A.M. Best Company, and authorized to provide the requisite coverage. Grantee also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to the THECB. Grantee represents and warrants that it shall maintain the above insurance during the term of this Agreement. Grantee is not relieved of any liability or any other obligations assumed under this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

11.15 OWNERSHIP OF WORK

11.15.1 Definition of work. For the purposes of this Contract, the term "work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract.

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

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

11.16 CONFLICTING RFA LANGUAGE

In the event that 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.

11.17 INSPECTIONS/SITE VISITS

Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the Planning Grants operations and accomplishments.

11.18 AUDIT AND ACCESS TO RECORDS

11.18.1 Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) THECB's Internal Auditor, and (4) any external auditors selected by THECB, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract the Awarded Applicant awards.

11.18.2 Awarded applicant shall establish a separate fund into which will be deposited all monies disbursed under this Contract. Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by the 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 Contract, the date of the receipt by the THECB of Awarded Applicant's final claim for payment or final expenditure

report, the date all related billing questions are resolved, or the date any related litigation issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

11.18.3 Each Grantee institution shall have a system established in writing to ensure that appropriate officials provide all necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to Grant terms and conditions under the Contract.

11.18.4 The THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse the THECB within 30 calendar days of receipt of notice from the THECB of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

11.19 ACCOUNTING SYSTEM

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.

11.20 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to the THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that the THECB is unable to obtain additional funds for such purposes. The THECB shall negotiate efforts as first consideration and if such efforts fail, then the THECB shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. The THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or THECB beyond the then existing biennium.

11.21 STATE FISCAL COMPLIANCE GUIDELINES

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

11.22 APPLICABLE LAW AND VENUE

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise required by statute, the exclusive venue of any suit brought concerning the Contract and any incorporated documents

is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

11.23 APPLICANT RESPONSIBILITIES

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

11.24 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to meet project requirements and outcomes. Awarded Applicant shall provide to the THECB staff prior written notice of any proposed change in key personnel involved in accomplishing the Grant Award, specifically including a change in or addition of third-party management of the Awarded Applicant's location or services. No substitutions of key personnel, including third party personnel, will be made without the prior written consent of the THECB staff. All requested substitutes must be submitted to the THECB staff, together with the information about the substitutes' qualifications. The key personnel that will be assigned to work on the Grant Award are considered to be essential to accomplishing the project.

11.25 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract 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, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to the THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and the THECB shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts it is authorized by the THECB to enter.

11.26 SUPPLANTING PROHIBITION

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

11.27 CARRYOVER FUNDS

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

11.28 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.

11.29 FORMS, ASSURANCES, AND REPORTS

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

11.30 AFFIRMATION CLAUSES

Applicant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor, or service to a THECB public servant, including employees, in connection with the submitted response.

Neither Applicant nor the firm, corporation, partnership, entity, or institution represented by Applicant or anyone acting for such firm, corporation, partnership, entity, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws, or (2) communicated the contents of this Application either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFA.

The THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's System for Award Management (SAM, <http://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant 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>.)

11.31 FORCE MAJEURE

The THECB may grant relief from performance of this Contract if Awarded Applicant is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Awarded Applicant. The burden of proof for the need of such relief shall rest upon the Awarded Applicant. Awarded Applicant 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.

11.32 DISPUTE RESOLUTION

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

11.33 SEVERABILITY AND STRICT PERFORMANCE

The invalidity, illegality, or unenforceability of any provisions of the Contract shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the THECB and Awarded Applicant 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 the THECB or Awarded Applicant 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. The THECB's review, approval, acceptance of, or payment for any of the services provided in the Contract shall not be construed to operate as a waiver of any of its rights under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

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APPENDIX A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible Texas hospital or other entity, as defined in Section 3 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
2. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **Community-based, Ambulatory Patient Care Center** – Includes the following:
 - (a) a federally qualified health center, as defined by Section 1905(l)(2)(B), Social Security Act (42 U.S.C. Section 1396d(l)(2)(B));
 - (b) a community mental health center, as defined by Section 1861(ff)(3)(B), Social Security Act (42 U.S.C. Section 1395x(ff)(3)(B));
 - (c) a rural health clinic, as defined by Section 1861(aa)(2), Social Security Act (42 U.S.C. Section 1395x(aa)(2)); and
 - (d) a teaching health center, as defined by 42 U.S.C. Section 293l-1(f)(3)(A).
5. **First-Year Residency Position** – A position filled by a physician who is entering into residency training for the first time into a program with no prior residency training required.
6. **Graduate Medical Education Program (GME)** – A nationally-accredited post-doctor of medicine (M.D.) or post-doctor of osteopathic medicine (D.O.) program that prepares physicians for the independent practice of medicine in a specific specialty area, also referred to as residency training.
7. **Hospital** – A Texas health care facility licensed as a hospital under Chapter [241](#), Health and Safety Code, or as a mental hospital under Chapter [577](#), Health and Safety Code. This includes a hospital owned, maintained, or operated by the state, or an agency of the state, but does not include a facility that is owned, maintained, or operated by the federal government or an agency of the federal government.
8. **Major Participating Site** – A Residency Review Committee-approved site to which all residents in at least one program rotate for a required educational experience, and for which a master affiliation agreement must be in place. To be designated as a major participating site in a two-year program, all residents must spend at least four months in a single required rotation or a combination of required rotations across both years of the program. In programs of three years or longer, all residents must spend at least six months in a single required rotation or a combination of required rotations across all years of the program.
9. **Medical School** – A public or independent medical institution that awards the doctor of medicine (M.D.) or doctor of osteopathic medicine (D.O.) degree, as defined in Texas Education Code, Chapter 61.501(1) or Section 61.003(5).
10. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget

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periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms "NOGA", "Contract", and "Grant" are used interchangeably.

11. **PGY** – Postgraduate Year – Refers to a resident's current year of accredited graduate medical education. This designation may or may not correspond to the resident's year in a particular program.
12. **Rural** – For the purposes of this RFA, the terms "Rural" and "Rural Area" are defined as a county having a total population of 50,000 or less, or a county having a rural population of 50 percent or more, based on 2010 U.S. Census Bureau data. Appendix C includes a list of the Texas counties that meet one or both definitions of Rural.
13. **Sponsoring Institution** – The organization (or entity) that assumes the ultimate financial and/or academic responsibility for a program of GME. The sponsoring institution has the primary purpose of providing educational programs and/or health care services (e.g., a university, a medical school, a hospital, a school of public health, a health department, a public health agency, an organized health care delivery system, a medical examiner's office, a consortium, or an educational foundation).
14. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.
15. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 PM C.T., except for scheduled State of Texas and national holidays.
16. **THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.

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APPENDIX B: CALENDAR OF EVENTS

May 2019	Request for Applications Published
May 31, 2019	Notice of Intent Deadline
June 14, 2019	Application Deadline
June 2019	THECB Announces Grant Awards
June 2019	Execution of Grant Contracts Begins
July 1, 2019*	Grant Period Begins
April 1, 2020	First Project Report and Interim Expenditure Report is Due to THECB
December 1, 2020	Second Project Report and Interim Expenditure Report is Due to THECB
June 30, 2021	Grant Period Ends - Last Day to Expend Grant Funds
September 1, 2021	Final Financial Report and Unexpended Grant Funds Due to THECB
September 30, 2021	Last Day to Submit Unexpended Grant Funds Due to THECB

*Grant Period begins July 1, 2019 or upon execution of Notice of Grant Award, whichever is later.

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APPENDIX C: QUALIFYING TEXAS COUNTIES RURAL POPULATION DATA

Source: U.S. Census Bureau, 2010 Census, Summary File 1, Table P2.

Texas County	2010 Census Total Population	2010 Census Urban Population	2010 Census Rural Population	2010 Census Percent Rural
Anderson County	58,458	19,254	39,204	67.1
Andrews County	14,786	12,346	2,440	16.5
Angelina County	86,771	49,388	37,383	43.1
Aransas County	23,158	16,845	6,313	27.3
Archer County	9,054	997	8,057	89.0
Armstrong County	1,901	0	1,901	100.0
Atascosa County	44,911	17,645	27,266	60.7
Austin County	28,417	9,564	18,853	66.3
Bailey County	7,165	5,105	2,060	28.8
Bandera County	20,485	0	20,485	100.0
Bastrop County	74,171	26,811	47,360	63.9
Baylor County	3,726	0	3,726	100.0
Bee County	31,861	18,168	13,693	43.0
Blanco County	10,497	0	10,497	100.0
Borden County	641	0	641	100.0
Bosque County	18,212	3,421	14,791	81.2
Brewster County	9,232	6,013	3,219	34.9
Briscoe County	1,637	0	1,637	100.0
Brooks County	7,223	4,929	2,294	31.8
Brown County	38,106	22,711	15,395	40.4
Burleson County	17,187	4,012	13,175	76.7
Burnet County	42,750	18,950	23,800	55.7
Caldwell County	38,066	21,967	16,099	42.3
Calhoun County	21,381	11,817	9,564	44.7
Callahan County	13,544	3,768	9,776	72.2
Camp County	12,401	4,777	7,624	61.5
Carson County	6,182	297	5,885	95.2
Cass County	30,464	7,917	22,547	74.0
Castro County	8,062	4,373	3,689	45.8
Chambers County	35,096	19,050	16,046	45.7
Cherokee County	50,845	18,788	32,057	63.0
Childress County	7,041	4,707	2,334	33.1
Clay County	10,752	2,731	8,021	74.6
Cochran County	3,127	0	3,127	100.0
Coke County	3,320	0	3,320	100.0
Coleman County	8,895	4,310	4,585	51.5
Collingsworth County	3,057	0	3,057	100.0
Colorado County	20,874	7,804	13,070	62.6

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Texas County	2010 Census Total Population	2010 Census Urban Population	2010 Census Rural Population	2010 Census Percent Rural
Comal County	108,472	58,417	50,055	46.1
Comanche County	13,974	3,988	9,986	71.5
Concho County	4,087	0	4,087	100.0
Cooke County	38,437	15,746	22,691	59.0
Cottle County	1,505	0	1,505	100.0
Crane County	4,375	3,907	468	10.7
Crockett County	3,719	2,873	846	22.7
Crosby County	6,059	0	6,059	100.0
Culberson County	2,398	0	2,398	100.0
Dallam County	6,703	5,125	1,578	23.5
Dawson County	13,833	11,579	2,254	16.3
Deaf Smith County	19,372	15,941	3,431	17.7
Delta County	5,231	0	5,231	100.0
DeWitt County	20,097	10,124	9,973	49.6
Dickens County	2,444	0	2,444	100.0
Dimmit County	9,996	6,050	3,946	39.5
Donley County	3,677	0	3,677	100.0
Duval County	11,782	3,883	7,899	67.0
Eastland County	18,583	7,369	11,214	60.3
Edwards County	2,002	0	2,002	100.0
Erath County	37,890	20,339	17,551	46.3
Falls County	17,866	5,832	12,034	67.4
Fannin County	33,915	9,995	23,920	70.5
Fayette County	24,554	8,069	16,485	67.1
Fisher County	3,974	0	3,974	100.0
Floyd County	6,446	3,009	3,437	53.3
Foard County	1,336	0	1,336	100.0
Franklin County	10,605	3,274	7,331	69.1
Freestone County	19,816	6,643	13,173	66.5
Frio County	17,217	13,398	3,819	22.2
Gaines County	17,526	6,477	11,049	63.0
Garza County	6,461	5,018	1,443	22.3
Gillespie County	24,837	11,511	13,326	53.7
Glasscock County	1,226	0	1,226	100.0
Goliad County	7,210	0	7,210	100.0
Gonzales County	19,807	6,877	12,930	65.3
Gray County	22,535	18,166	4,369	19.4
Grayson County	120,877	68,718	52,159	43.2
Grimes County	26,604	8,273	18,331	68.9
Hale County	36,273	27,894	8,379	23.1

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Texas County	2010 Census Total Population	2010 Census Urban Population	2010 Census Rural Population	2010 Census Percent Rural
Hall County	3,353	0	3,353	100.0
Hamilton County	8,517	3,034	5,483	64.4
Hansford County	5,613	3,349	2,264	40.3
Hardeman County	4,139	0	4,139	100.0
Hardin County	54,635	26,472	28,163	51.5
Harrison County	65,631	28,842	36,789	56.1
Hartley County	6,062	2,591	3,471	57.3
Haskell County	5,899	3,090	2,809	47.6
Hemphill County	3,807	2,781	1,026	27.0
Henderson County	78,532	31,326	47,206	60.1
Hill County	35,089	8,328	26,761	76.3
Hockley County	22,935	13,796	9,139	39.8
Hopkins County	35,161	14,196	20,965	59.6
Houston County	23,732	6,292	17,440	73.5
Howard County	35,012	27,987	7,025	20.1
Hudspeth County	3,476	0	3,476	100.0
Hunt County	86,129	37,353	48,776	56.6
Hutchinson County	22,150	17,152	4,998	22.6
Irion County	1,599	0	1,599	100.0
Jack County	9,044	4,231	4,813	53.2
Jackson County	14,075	5,374	8,701	61.8
Jasper County	35,710	7,790	27,920	78.2
Jeff Davis County	2,342	0	2,342	100.0
Jim Hogg County	5,300	4,378	922	17.4
Jim Wells County	40,838	24,468	16,370	40.1
Jones County	20,202	3,000	17,202	85.1
Karnes County	14,824	9,133	5,691	38.4
Kaufman County	103,350	52,897	50,453	48.8
Kendall County	33,410	13,979	19,431	58.2
Kenedy County	416	0	416	100.0
Kent County	808	0	808	100.0
Kerr County	49,625	29,228	20,397	41.1
Kimble County	4,607	2,566	2,041	44.3
King County	286	0	286	100.0
Kinney County	3,598	2,862	736	20.5
Kleberg County	32,061	26,011	6,050	18.9
Knox County	3,719	0	3,719	100.0
La Salle County	6,886	3,694	3,192	46.4
Lamar County	49,793	26,349	23,444	47.1
Lamb County	13,977	5,914	8,063	57.7
Lampasas County	19,677	6,244	13,433	68.3

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Texas County	2010 Census Total Population	2010 Census Urban Population	2010 Census Rural Population	2010 Census Percent Rural
Lavaca County	19,263	3,599	15,664	81.3
Lee County	16,612	5,030	11,582	69.7
Leon County	16,801	0	16,801	100.0
Liberty County	75,643	27,816	47,827	63.2
Limestone County	23,384	10,846	12,538	53.6
Lipscomb County	3,302	0	3,302	100.0
Live Oak County	11,531	0	11,531	100.0
Llano County	19,301	10,581	8,720	45.2
Loving County	82	0	82	100.0
Lynn County	5,915	2,560	3,355	56.7
Madison County	13,664	4,454	9,210	67.4
Marion County	10,546	0	10,546	100.0
Martin County	4,799	0	4,799	100.0
Mason County	4,012	0	4,012	100.0
Matagorda County	36,702	23,336	13,366	36.4
McCulloch County	8,283	5,357	2,926	35.3
McMullen County	707	0	707	100.0
Medina County	46,006	17,687	28,319	61.6
Menard County	2,242	0	2,242	100.0
Milam County	24,757	10,848	13,909	56.2
Mills County	4,936	0	4,936	100.0
Mitchell County	9,403	5,948	3,455	36.7
Montague County	19,719	8,096	11,623	58.9
Moore County	21,904	18,221	3,683	16.8
Morris County	12,934	2,791	10,143	78.4
Motley County	1,210	0	1,210	100.0
Navarro County	47,735	22,599	25,136	52.7
Newton County	14,445	0	14,445	100.0
Nolan County	15,216	10,247	4,969	32.7
Ochiltree County	10,223	8,801	1,422	13.9
Oldham County	2,052	0	2,052	100.0
Palo Pinto County	28,111	13,995	14,116	50.2
Panola County	23,796	6,492	17,304	72.7
Parker County	116,927	51,349	65,578	56.1
Parmer County	10,269	4,106	6,163	60.0
Pecos County	15,507	9,339	6,168	39.8
Polk County	45,413	10,155	35,258	77.6
Presidio County	7,818	4,654	3,164	40.5

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Texas County	2010 Census Total Population	2010 Census Urban Population	2010 Census Rural Population	2010 Census Percent Rural
Rains County	10,914	739	10,175	93.2
Reagan County	3,367	2,919	448	13.3
Real County	3,309	0	3,309	100.0
Red River County	12,860	3,121	9,739	75.7
Reeves County	13,783	11,785	1,998	14.5
Refugio County	7,383	2,903	4,480	60.7
Roberts County	929	0	929	100.0
Robertson County	16,622	4,346	12,276	73.9
Runnels County	10,501	6,221	4,280	40.8
Rusk County	53,330	18,200	35,130	65.9
Sabine County	10,834	0	10,834	100.0
San Augustine County	8,865	0	8,865	100.0
San Jacinto County	26,384	0	26,384	100.0
San Saba County	6,131	3,105	3,026	49.4
Schleicher County	3,461	0	3,461	100.0
Scurry County	16,921	11,557	5,364	31.7
Shackelford County	3,378	0	3,378	100.0
Shelby County	25,448	5,234	20,214	79.4
Sherman County	3,034	0	3,034	100.0
Somervell County	8,490	0	8,490	100.0
Stephens County	9,630	5,839	3,791	39.4
Sterling County	1,143	0	1,143	100.0
Stonewall County	1,490	0	1,490	100.0
Sutton County	4,128	3,352	776	18.8
Swisher County	7,854	4,903	2,951	37.6
Terrell County	984	0	984	100.0
Terry County	12,651	9,530	3,121	24.7
Throckmorton County	1,641	0	1,641	100.0
Titus County	32,334	15,987	16,347	50.6
Trinity County	14,585	3,320	11,265	77.2
Tyler County	21,766	4,760	17,006	78.1
Upshur County	39,309	8,137	31,172	79.3
Upton County	3,355	0	3,355	100.0
Uvalde County	26,405	18,118	8,287	31.4
Val Verde County	48,879	43,914	4,965	10.2
Van Zandt County	52,579	13,135	39,444	75.0
Waller County	43,205	16,573	26,632	61.6
Ward County	10,658	7,686	2,972	27.9
Washington County	33,718	15,682	18,036	53.5
Wharton County	41,280	20,683	20,597	49.9
Wilson County	42,918	6,068	36,850	85.9
Winkler County	7,110	5,821	1,289	18.1

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Texas County	2010 Census Total Population	2010 Census Urban Population	2010 Census Rural Population	2010 Census Percent Rural
Wise County	59,127	16,492	42,635	72.1
Willacy County	22,134	14,481	7,653	34.6
Wood County	41,964	10,827	31,137	74.2
Yoakum County	7,879	4,938	2,941	37.3
Young County	18,550	12,323	6,227	33.6
Zapata County	14,018	10,719	3,299	23.5
Zavala County	11,677	7,236	4,441	38.0

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APPENDIX D: APPLICATION EVALUATION FORM

PG Application Evaluation Form

Planning Grant Program

The Planning and Partnership Grant Program was established to increase the number of graduate medical education ("GME") first-year residency positions in the state by increasing the number of entities engaged in the training of residents. The program provides support for hospitals, medical schools, and community-based health centers in the state interested in creating a new residency program. Planning Grants encourage new partnerships between applicants and existing GME programs for the purpose of developing new residency programs.

APPLICANT: APPLICANT

REVIEWER: REVIEWER INITIALS

APPLICATION PRIORITY:

APPLICATION REVIEW

**FOR EACH SECTION ENTER: (a) SCORE IN THE COLUMN K BOX, AND
(b) COMMENTS TO JUSTIFY SCORING SELECTION:**

SCORE DESCRIPTIONS:	MAXIMUM SCORE = 35
5 = Area is thorough, provides evidence/details to support, and is fully addressed.	
4 = Area uses evidence/details to support and is fully addressed.	
3 = Area includes some items, is supported with evidence, and is minimally addressed.	
2 = Area is missing some items/incomplete, lacks evidence, and/or minimally addressed.	
1 = Area is missing items, lacks evidence, and/or is poorly addressed.	
0 = Not applicable/area entirely missing.	

RFA Section	GENERAL CRITERIA FOR AWARD SELECTION	Score
8.2.3 / 8.7	There is evidence to indicate that leadership, partners, and community are supportive of the establishment of a GME program.	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
8.2.4	Applicant's assessment of need for a GME program provides sufficient information on the characteristics of proposed program's community and service area, economic impact of the program on the community, medical provider availability, provider recruitment challenges, and other relevant issues.	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
8.2.3 / 8.6	Planned resources are adequate and meet accreditor requirements, if applicable. Applicant's financial viability appears satisfactory.	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
8.2.3	Applicant's planned site offers sufficient learning opportunities for resident training.	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

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PG Application Evaluation Form

RFA Section	GENERAL CRITERIA FOR AWARD SELECTION	Score
8.5	Applicant's budget indicates that financial resources are appropriately allocated to achieve project goal and objectives.	
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
8.3.2	Applicant's Project Work Plan defines objectives, outcomes, and activities that are appropriate, methodical, and reasonably achievable within the grant period.	
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
	Applicant's overall proposal indicates the intent to fully evaluate the variables pertinent to the investigation, planning, or development of an eligible GME program.	
	COMMENTS: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
APPLICATION RUBRIC TOTAL:		0

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PG Application Evaluation Form

BUDGET REVIEW

Funds awarded under the Planning Grant Program must be spent only on activities directly related to the Planning Grant project. All reasonable costs in the budget categories below are allowable:

Personnel Compensation: Compensation may encompass a portion of salaries, wages, and benefits of personnel, including, but not limited to, project director, coordinator, and residency program director.

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

Equipment and Supplies: Funds expended on Equipment and Supplies shall not exceed five percent (5%) of total project budget.

Fees to External Consultants: Consulting assistance may include, but not be limited to, activities such as feasibility studies, strategy development, financial modeling, GME funding source analysis, affiliation agreements, and faculty identification/engagement.

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

Refer to **RFA Section 6.2 Allowable Costs and Restrictions** for additional detail.

REVIEW THE PROPOSED BUDGET AND ENTER INFORMATION IN THE BOXES BELOW:

Proposed budget total. (Enter \$ amount proposed by applicant).

Reviewer recommended budget total. Enter \$ amount recommended by Reviewer and explain in the COMMENTS section. *If no recommended changes, enter "NA".*

Does the budget require revision, additional review, and/or discussion before advancing the application further? Enter "yes" or "no". *If "yes", enter reason in COMMENTS section.*

COMMENTS:

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PG Application Evaluation Form

RECOMMENDATION FOR FUNDING

**TO INDICATE YOUR OVERALL FUNDING RECOMMENDATION,
ENTER YOUR INITIALS IN THE APPROPRIATE BOX BELOW:**

Recommend for funding consideration.

Recommend for funding consideration, with revisions. Explanation provided in COMMENTS below.

Do not recommend for funding consideration. Explanation provided in COMMENTS below.

COMMENTS:

APPENDIX E: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

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

GME Planning Grant Program 2019

APPENDIX F: SAMPLE NOTICE OF GRANT AWARD

 <div style="float: right; text-align: right;"> THECB Award Number: {XXXX} Appropriation Year (AY): 2019 </div> <div style="clear: both;"></div> <div style="text-align: center; margin-top: 20px;"> <h2 style="margin: 0;">Notice of State Grant Award</h2> <p style="margin: 0;">to</p> <h2 style="margin: 0;">{contracted_party}</h2> </div>						
Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Grant Title: GME Planning Grant Program</td> </tr> <tr> <td style="padding: 5px;">Amount of Award: \$ {total_\$}</td> </tr> <tr> <td style="padding: 5px;">Division: 070 Academic Quality and Workforce</td> </tr> <tr> <td style="padding: 5px;"> Term of Grant: July 1, 2019 – June 30, 2021 All funds must be expended by June 30, 2021. </td> </tr> <tr> <td style="padding: 5px;"> Payment Method: Funds are payable after execution of the NOGA. 50% payable upon execution. 50% payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 2019 funds. Description: Grantee will pursue development of one or more GME programs that will have First-Year Residency Positions, as defined in RFA Appendix A. </td> </tr> </table>	Grant Title: GME Planning Grant Program	Amount of Award: \$ {total_\$}	Division: 070 Academic Quality and Workforce	Term of Grant: July 1, 2019 – June 30, 2021 All funds must be expended by June 30, 2021.	Payment Method: Funds are payable after execution of the NOGA. 50% payable upon execution. 50% payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 2019 funds. Description: Grantee will pursue development of one or more GME programs that will have First-Year Residency Positions, as defined in RFA Appendix A.
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Authority: Texas Education Code, Section 58A.021 and Section 58A.022						
<p>The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application ("RFA") including any addenda issued, (2) addenda to the Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (90) days unless otherwise agreed by THECB and Grantee.</p>						
Approving THECB Official:	Approving Grantee Official:					
{signContact} {signContacttitle}	{signed_by} {signed_bytitle}					
Date:	Date:					