

# **REQUEST FOR APPLICATIONS**

# **TEXAS HIGHER EDUCATION COORDINATING BOARD**

# Minority Health Research and Education Grant Program

2016-2018

# **Allied Health Pathways to Success**

NOTICE OF INTENT DEADLINE: 5:00 PM CDT, April 7, 2016

INQUIRY DEADLINE: 5:00 PM CDT, May 12, 2016

**APPLICATION DEADLINE: 5:00 PM CDT, June 6, 2016** 

# **TABLE OF CONTENTS**

1	OVERVIEW OF FUNDING OPPORTUNITY	1
1.1	PROGRAM TITLE	1
1.2	SYNOPSIS OF PROGRAM	1
1.3	PROGRAM AUTHORITY	1
1.4	POINT OF CONTACT	1
2	AWARD SUMMARY	1
2.1	MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT	1
2.2	GRANT PERIOD	2
2.3	CALENDAR OF EVENTS	2
3	ELIGIBILITY INFORMATION	2
3.1	ELIGIBLE APPLICANT	2
3.2	MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT	2
4	NOTICE OF INTENT TO APPLY REQUIREMENT	2
4.1	SUBJECT LINE OF EMAIL	3
4.2	CONTENT OF EMAIL AND ANY ATTACHMENTS	3
4.3	THECB RESPONSE	3
5	APPLICATION SUBMISSION	3
6	INQUIRIES	3
7	PROGRAM BACKGROUND	
8	ELIGIBLE PROJECTS	4
8.1	EDUCATION PATHWAYS	4
8.2	TARGETED ALLIED HEALTH OCCUPATIONS	4
	REQUIRED PATHWAY COMPONENTS	
8.4	PREFERRED PATHWAY COMPONENTS	
9	PROJECT REQUIREMENTS	6
9.1	ELIGIBLE PROJECT DIRECTOR	6
9.2	PROJECT LENGTH	6
9.3	FUNDING RESTRICTION	6
9.4	ALLOWABLE COSTS AND RESTRICTIONS	6
9.5	MATCHING FUNDS	7
9.6	PARTNERSHIPS	7

10	SELECTION CRITERIA	. 7
11	APPLICATION FORMAT AND CONTENT	. 8
11.1	APPLICATION FORMAT	8
11.2	TRANSMITTAL LETTER	8
11.3	COVER PAGE (Application Form 1)	9
11.4	PROJECT ABSTRACT (Application Form 2)	9
11.5	PROJECT NARRATIVE (Application Form 3)	9
11.6	TIMELINE (Application Form 4)	10
11.7	BUDGET SUMMARY (Application Form 5)	10
11.8	BUDGET DETAIL (Application Form 6)	11
11.9	LOCAL EVALUATION PLAN (Application Form 7)	11
11.1	0 PERFORMANCE MEASURES AND OUTCOMES (Application Form 8)	12
11.1	1 ADDITIONAL ATTACHMENTS	12
12	PROVISIONS AND ASSURANCES	12
12.1	COST OF APPLICATION PREPARATION	12
12.2	APPLICATION DELIVERY AND LATE APPLICATIONS	12
12.3	CONFLICT OF INTEREST	13
12.4	CONTRACT	13
12.5	PAYMENT TERMS	13
12.6	GRANT EXTENSION	13
12.7	PROPRIETARY INFORMATION	13
12.8	RELEASE OF INFORMATION BY AWARDED APPLICANT	14
12.9	RELEASE OF APPLICATION INFORMATION BY THECB	14
12.1	0 AMENDMENT AND TERMINATION	15
12.1	1 NOTICE	16
12.1	2 ASSIGNMENT OR SUBCONTRACTING	16
12.1	3 LIABILITY AND INDEMNIFICATION	16
12.1	4 INSURANCE	18
12.1	5 OWNERSHIP OF WORK	19
12.1	6 SEVERABILITY AND STRICT PERFORMANCE	19
12.1	7 CONFLICTING RFA LANGUAGE	20
12.1	8 INSPECTIONS/SITE VISITS	20
12.1	9 AUDIT AND ACCESS TO RECORDS	20

APPENDIX D: SAMPLE NOTICE OF GRANT AWARD	40
APPENDIX C: TRANSMITTAL LETTER AND APPLICATION FORMS	28
APPENDIX B: APPLICATION EVALUATION FORM	26
APPENDIX A: PROJECT CALENDAR OF EVENTS	25
12.33 HB 1295 - DISCLOSURE OF INTERESTED PARTIES	24
12.32 AFFIRMATION CLAUSES	23
12.31 FORMS, ASSURANCES, AND REPORTS	22
12.30 TIME AND EFFORT RECORDKEEPING	
12.29 CARRYOVER FUNDS	22
12.28 SUPPLANTING PROHIBITION	22
12.27 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES	22
12.26 KEY PERSONNEL	22
12.25 APPLICANT RESPONSIBILITIES	21
12.24 APPLICABLE LAW AND VENUE	21
12.23 STATE FISCAL COMPLIANCE GUIDELINES	21
12.22 REPORTING REQUIREMENTS	21
12.21 NON-APPROPRIATION OF FUNDS	21
12.20 ACCOUNTING SYSTEM	20

# MINORITY HEALTH RESEARCH AND EDUCATION GRANT PROGRAM ALLIED HEALTH PATHWAYS TO SUCCESS

#### 1 OVERVIEW OF FUNDING OPPORTUNITY

#### 1.1 PROGRAM TITLE

Minority Health Research and Education Grant Program (MHGP)

#### 1.2 SYNOPSIS OF PROGRAM

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

This specific Request for Applications (RFA) seeks to support eligible public and private institutions of higher education that will increase the number of underrepresented minority students in Texas, especially Hispanics and African Americans, who would participate and succeed in allied health education. Projects will propose one or more new and sustainable educational pathways to an allied health degree for students who previously (1) have completed certificates or associate degrees and would seek a higher degree in an allied health discipline or (2) have completed their general education requirements at a two-year institution and would transfer to a university or health science center to seek their first degree in an allied health discipline. The pathway(s) should transition students to baccalaureate or graduate degrees using curricular reform, industry engagement, innovative practices and programs, and data and accountability systems for program improvement and student assessment.

#### 1.3 PROGRAM AUTHORITY

Texas Education Code, Sections 63.301-63.302 Texas Administrative Code, Title 19, Sections 6.71-6.74

#### 1.4 POINT OF CONTACT

Applicants shall direct all inquiries and communications concerning this RFA in writing via email to:

Fu-An Lin, Ph.D. Program Director

Texas Higher Education Coordinating Board

Email: Fu-An.Lin@thecb.state.tx.us

Phone: 512-427-6200

Applicants shall make no contact with other Texas Higher Education Coordinating Board (THECB) personnel regarding this RFA. Failure to comply with these requirements may result in an Applicant's disqualification.

#### 2 AWARD SUMMARY

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

The THECB anticipates a maximum of 10 grant awards (Grant Award). Each award will not exceed \$400,000 for the Grant Period.

#### 2.2 GRANT PERIOD

The Grant Period (Grant Period) will be September 1, 2016 through May 31, 2018 (21 months). However, Awarded Applicants will have contractual obligations that extend beyond the Grant Period. At the THECB's sole discretion, the second year of funding (September 2017 - May 2018) will be contingent upon the Awarded Applicant using the grant funds appropriately, meeting project benchmarks and contractual deadlines, and producing expected outcomes, results, and products in the first year (September 2016 - August 2017) of the Grant Period.

#### 2.3 CALENDAR OF EVENTS

The application process for this RFA is anticipated to proceed according to the calendar below. The THECB reserves the right to revise this calendar or any portion of this RFA by publishing an addendum. A Calendar of Events for the entire Grant Period is in Appendix A.

Date	Events
April 7, 2016	Notice of Intent Deadline
April 19, 2016	Notice of Intent Response from THECB
May 12, 2016	Inquiry Deadline
June 6, 2016	Application Deadline
July 25, 2016	THECB Announces Grant Awards
September 1, 2016	Grant Period Begins

#### 3 ELIGIBILITY INFORMATION

## 3.1 ELIGIBLE APPLICANT

An Eligible Applicant (Eligible Applicant or Applicant) is a public or private general academic or health-related institution accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) or is a Center for Teacher Education located in Texas that independently conducts research or educational programs that address minority health issues or that forms a partnership with a minority organization, college, or university to conduct research or educational programs that address minority health issues. Two-year institutions, including community colleges, state colleges, and technical colleges, are not eligible to submit a grant application. However, an Eligible Applicant must form partnerships with one or more two-year institutions or professional associations to apply for this RFA.

#### 3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

An Eligible Applicant may submit a maximum of three (3) Applications.

#### 4 NOTICE OF INTENT TO APPLY REQUIREMENT

Applicants are required to submit a Notice of Intent to Apply on or before April 7, 2016, to the THECB, as directed in Sections 4.1 and 4.2. Applications for which a Notice of Intent to Apply has not been submitted will not be considered for a Grant Award. Submit the Notice of Intent to Apply by email to <a href="MHGP@thecb.state.tx.us">MHGP@thecb.state.tx.us</a>.

#### **4.1 SUBJECT LINE OF EMAIL**

"Intent to Apply to MHGP RFA"

#### **4.2 CONTENT OF EMAIL AND ANY ATTACHMENTS**

The email shall include:

- The name of the Applicant
- The name, address, telephone number, and email address of the project director
- A brief description of the proposed project. The maximum 800-word description shall identify the major goals and strategies of the project, estimated number of participants, methods of data collection and evaluation, anticipated outcomes, estimated cost of the project, any existing sources of project funding, and the names of project partners. The description also should demonstrate that the proposed project meets the required components of the education pathway(s) that are defined in Section 8 of this RFA and that the Applicant and project partners have the appropriate population and sufficient resources to conduct the project.

#### **4.3 THECB RESPONSE**

Based on the information included in the Notice of Intent to Apply, the THECB will make the final determination as to whether or not the proposed project qualifies for the RFA. The THECB will notify the project director at the Applicant via return email by April 19, 2016, to indicate if the Applicant shall proceed to submit an Application.

#### 5 APPLICATION SUBMISSION

Applications must be submitted by the Applicant according to the guidelines in Section 11. Applications must be submitted via email to <a href="MHGP@thecb.state.tx.us">MHGP@thecb.state.tx.us</a> to the Point of Contact listed in Section 1.4, Fu-An Lin.

#### **APPLICATION DEADLINE: 5:00 PM CDT, June 6, 2016**

<u>Late Applications will not be accepted. No mailed, hand-delivered, or faxed Applications will be accepted for this RFA.</u>

#### **6 INQUIRIES**

All inquiries shall be directed to Fu-An Lin at <u>Fu-An.Lin@thecb.state.tx.us</u>. Applicant must not discuss an Application with any other THECB employee unless authorized by the Point of Contact.

Questions must be submitted in writing by email and received no later than 5:00 PM CDT, May 12, 2016. The subject line of the email containing questions should include (1) "MHGP AH" and (2) the name of the Applicant.

All responses by the THECB must be in writing in order to be binding. Any information deemed by the THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have submitted a Notice of Intent to Apply or an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by returning a signed copy of each addendum with the submitted Application.

#### 7 PROGRAM BACKGROUND

This MHGP RFA is intended to fund academic models that enable underrepresented minority students in Texas, especially Hispanics and African Americans, to graduate in greater numbers from degree programs leading to recognition, licensure, or certification in allied health occupations. This focus responds to a 2011 study commissioned by the THECB, *Final Report of Best Practices to Address Underrepresentation of African Americans and Hispanics in the Health Professions in Texas,* which sought to identify best practices and gaps in recruiting and retaining Hispanics and African Americans in health professions education. The study identified allied health as the largest discipline with gaps in the educational pipeline and without significant best practices for recruiting and retaining Hispanics and African Americans. The report also identified a general lack of vertical alignment and partnerships in the educational pipeline for the recruitment and retention of underrepresented groups in health professions, in addition to a lack of communication and common goals between pipeline levels.

#### **8 ELIGIBLE PROJECTS**

Eligible projects will increase the number of Hispanic and African American students who would participate and succeed in allied health education. Projects will establish one or more new and sustainable educational pathways to an allied health degree for students who previously (1) have completed certificates or associate degrees and would seek a higher degree in an allied health discipline or (2) have completed their general education requirements at a two-year institution and would transfer to a university or health science center to seek their first degree in an allied health discipline. The pathway(s) should transition students to baccalaureate or graduate degrees using curricular reform, industry engagement, innovative practices and programs, and data and accountability systems for program improvement and student assessment. Proposed projects shall not conflict with current judicial decisions and state interpretation on administering minority programs in higher education.

# **8.1 EDUCATION PATHWAYS**

The project shall address one or more of the following education pathways. The proposed pathway(s) shall be established prior to the end of the Grant Period, and the project shall have enrolled targeted students who have initiated their educational advancement process in the established pathway(s) during the second year of the Grant Period.

- Certificate Instruction or Certificate Attainment to Baccalaureate Degree (C to B)
- Associate Degree-Level Instruction or Associate Degree Attainment to Baccalaureate Degree (A to B)
- Associate Degree-Level Instruction or Associate Degree Attainment to Master's Degree (A to M)
- Associate Degree-Level Instruction or Associate Degree Attainment to Professional Degree (A to P)

#### **8.2 TARGETED ALLIED HEALTH OCCUPATIONS**

The project shall address one or more of the allied health occupations listed in Table 1. Eligible Applicants may propose other allied health occupations that are not included in Table 1; however, the THECB shall make the final determination as to whether or not a proposed pathway and occupation fall within the intent of this RFA.

**Table 1** Targeted Allied Health Occupations

Athletic Training	Nuclear Medical Technology
Audiology/Speech Pathology	Occupational Therapy
Clinical Laboratory Science	Optometry
Communication Sciences and Disorders	Orthotics/Prosthetics
Community Health Services/Counseling	Pharmacy
Dental Hygiene	Physical Therapy
Diagnostic Medical Sonography	Physician Assistant Studies
Dietetics	Radiation Therapy
Emergency Medical Technology	Radiologic Science
Genetic Counseling	Radiography
Health Care Administration	Rehabilitation Science
Histologic Technology	Respiratory Care
Marriage and Family Therapy Counseling	Therapeutic Recreational Therapy
Mental Health Counseling	Vocational Rehabilitation Counseling

### **8.3 REQUIRED PATHWAY COMPONENTS**

The following components are required in the proposed project:

- Assessment and Career Guidance This required component includes, but is not limited to,
  traditional and online tools that evaluate students' prior learning from college and non-college
  instructional programs, prepare students' ePortfolios, assess students' need for developmental
  education, and help students engage with health professionals to make informed decisions about
  occupations and opportunities. Combining expanded career guidance with assessment has been
  shown to foster students' persistence through an educational program as a result of their
  understanding their career options and how advancing their education will help them achieve their
  goals.
- Partnerships with One or More Health Care Providers or Employers The partnerships shall aim, at a minimum, to enable experiential learning and mentoring for students.
- Partnerships with One or More Two-year Institutions or Professional Associations The objective of any such partnership shall be to delineate a clear education pathway.
- Vertical Alignment between Different Levels of Education The project shall develop curriculum
  alignment between certificate and associate degree programs, baccalaureate degree programs,
  and/or master's or professional degree programs so that students entering certificate and associate
  degree programs have a clear pathway to advanced degrees as they build upon previously acquired
  skills and knowledge.
- Enhanced Data Collection and Accountability The project shall include collection of student-level
  data from systems that capture information such as academic progress and assessment, financial
  needs, and employment. Student assessment results should be used to improve the program.
- Enhanced Retention Support The project shall provide retention support, such as culturally sensitive and proactive academic advising and student support services that include the use of retention specialists and/or special services (e.g., transportation, childcare).

#### 8.4 PREFERRED PATHWAY COMPONENTS

The following components are preferred in the proposed project. Applicants that include one or more of the preferred pathway components may receive up to a maximum of seven points in the selection criteria.

- Contextualized Developmental Education This component may include basic skills instruction in reading, writing, and math embedded into college- or university-level courses that helps students put these skills into a relevant context and improve academic performance.
- Alternative Methods of Instructional Delivery This component addresses instructional delivery that provides alternatives to campus-based, semester-long courses that could provide students with options (e.g., accelerated courses, work-site instruction).
- Competency-based Program Curriculum In the context of this RFA, a competency-based curriculum may include the ability of students to show mastery of a competency as a means of translating prior learning into program credits. It could also be a requirement that students demonstrate mastery before moving on to new materials, skills, and courses.

#### 9 PROJECT REQUIREMENTS

#### 9.1 ELIGIBLE PROJECT DIRECTOR

The project director is the educator responsible for the implementation and oversight of the proposed project. The person shall be a full-time employee, preferably a faculty member in a tenured or tenure-track position, at the Applicant. One additional co-project director may be named from the Applicant if the person is similarly qualified and shares responsibility for the project. If a proposed project director has limited experience with program evaluation, the THECB strongly recommends that two project directors be named: one to design and implement the project and the second to evaluate it.

#### 9.2 PROJECT LENGTH

The planning, implementation, and evaluation of the project must be completed within the 21-month Grant Period ending May 31, 2018. However, Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

### 9.3 FUNDING RESTRICTION

MHGP funds shall not be substituted for any other funds available to the Applicant or its partners.

#### 9.4 ALLOWABLE COSTS AND RESTRICTIONS

- **9.4.1** <u>Allowable Cost Categories</u>. The Applicant should refer to Sections 11.7 and 11.8 for instructions for specific budget categories. The THECB shall negotiate a final budget with each Awarded Applicant. The following are common costs that will be allowed in the project budget:
- Compensation for staff, including staff at project partners, which include two-year institutions
- Stipends for graduate assistantships
- External evaluators
- Capital equipment (as defined by the Applicant's guidelines) purchased and in operation by August 31, 2017, and not to exceed 10 percent of the total MHGP budget – Capital equipment purchased with MHGP funds shall be in operation and serving its intended purposes on or prior to August 31, 2017, or the THECB will not reimburse for its associated costs.

- **9.4.2** <u>Prohibited Costs</u>. The following kinds of costs shall <u>not</u> be included in the proposed budget or be paid with MHGP funds:
- Construction or remodeling of facilities
- Costs incurred prior to the Grant Award
- Financial assistance for students (stipends for graduate assistantships are allowed)
- Food and beverages
- Foreign travel
- Indirect costs
- 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). Costs for staffing must reflect institutional salaries of the Eligible Applicant or partner appropriate to the tasks that will be performed and to the length and time spent on the project.
- Travel not consistent with State of Texas guidelines
- **9.4.3** <u>Cost Restrictions</u>. The Awarded Applicant may not charge any of the following costs to the grant without prior approval from the THECB:
- Capital equipment not specifically itemized in the awarded Application
- Domestic travel not specifically itemized in the awarded Application
- Salaries and fringe benefits for positions other than those specifically identified in the awarded Application
- Budget transfers across Budget Categories A, B, C, D, and E that cumulatively exceed 15 percent of the total Grant Award during the Grant Period

#### 9.5 MATCHING FUNDS

Applicants that report matching funds to support the project may receive up to 10 points from THECB staff in the selection criteria. For an Applicant to receive the maximum number of points, the matching funds must be at least 15 percent of the total budget request. Those funds must represent a cash contribution specifically dedicated to the project *from an external entity*. The funds may not represent in-kind contributions, including from the Applicant, and must be verified in a letter from the external entity. The letter(s) shall be submitted with the Application as an Attachment.

#### 9.6 PARTNERSHIPS

Partnerships with one or more two-year institutions or professional associations and with one or more health care providers or employers located in Texas are required elements of the project. The role of the partners shall be described in the Project Narrative and must be verified in letters from the partners. The letters shall be submitted with the Application as an Attachment. Applicants that demonstrate a strong commitment and participation of their partners in the project may receive up to 15 points in the selection criteria.

#### 10 SELECTION CRITERIA

This RFA is competitive. It is designed to issue Grant Awards that provide the best overall value to the state. General selection criteria shall be based on project quality, as determined by reviewer criteria; cost of the project; and other factors, including the number of Hispanic and African American students advancing as a result of the project's proposed pathway(s), financial ability to conduct the project, state and regional needs and priorities, ability to continue the project after the Grant Period, and past performance on THECB grants.

Reviewers will use the following selection criteria to evaluate applications submitted for this RFA. A maximum of 190 points may be awarded. See Appendix B for the Application Evaluation Form.

- Significance of educational project (20 points)
- Project design (50 points)
- Partnerships (15 points)
- Resources to perform project (25 points)
- Cost effectiveness (15 points)
- Evaluation and expected outcomes (55 points)
- Matching funds (10 points)

#### 11 APPLICATION FORMAT AND CONTENT

#### 11.1 APPLICATION FORMAT

The Application shall be submitted, with signatures, as two files in PDF format. The first file shall contain Application Forms 1-8. The file name shall read as the Initials of the Applicant. Application.pdf (e.g., *UNT.Application.pdf*). Please do not alter the Application Forms; such alternations may result in the disqualification of the Applicant.

The second file shall contain the Transmittal Letter and any Additional Attachments to the Application. The file name shall read as the Initials of the Applicant.Letter.pdf (e.g., *UNT.Letter.pdf*). The Transmittal Letter and any Additional Attachments must be typed in a font no smaller than 11 point and must be formatted and easily reproduced on 8.5 x 11 paper.

See Appendix C for a sample Transmittal Letter and the required Application Forms. The Application Forms as Word documents are available on the THECB website.

#### 11.2 TRANSMITTAL LETTER

A Transmittal Letter addressed to Fu-An Lin, Program Director, shall identify the Applicant and project director submitting the Application and include a commitment by that entity and person to carry out the proposed project. The letter must specifically reference this RFA and include "full acceptance of the terms and conditions described in this Request for Applications." Any exceptions must be specified in the letter and clearly identified by Section, and the Applicant's proposed alternative must be provided. Applicants cannot take a "blanket exception" to this entire RFA. If any Applicant takes a "blanket exception" to this entire RFA or does not provide alternative language, the Applicant's Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and the Applicant's attachment of such terms and conditions to an Application may disqualify the Application. Applicants are strongly encouraged to submit written questions during the inquiry period regarding any term or condition of this RFA.

The Transmittal Letter also must state, "The Application enclosed is binding and valid at the discretion of the Texas Higher Education Coordinating Board for a period of ninety (90) days." The Transmittal Letter must be signed by a person legally authorized to bind the Applicant.

#### **11.3 COVER PAGE** (Application Form 1)

The Cover Page provides summary information about the project and authorized signatures of the Applicant. Under "Occupations and Pathways Targeted by Project" of the Cover Page, Applicant shall specify (1) the allied health occupation(s) for which the project will establish education pathways, (2) the associated degree programs at Applicant, and (3) based on Section 8.1 of the RFA, the specific pathway(s) to be established.

If the project has received or anticipates to receive additional funds from the THECB or another Texas state agency, such information shall be indicated on the Cover Page under the "Additional State Funds for Project" section.

# **11.4 PROJECT ABSTRACT** (Application Form 2)

The Abstract, limited to one page, states the problem to be addressed and summarizes the goals, measurable objectives, methods for carrying out the project, data collection process, and anticipated outcomes.

#### **11.5 PROJECT NARRATIVE** (Application Form 3)

The Project Narrative is limited to eight pages and may include any information needed to properly describe the project; however, the following content should be included:

#### **11.5.1** Project Scope, Goals, and Objectives

- Briefly describe the problem that the project is designed to address. Explain what is original and/or important about the project.
- Estimate the number of students who would benefit from the project. Include a separate estimate for Hispanic and African American students.
- Describe the goals and objectives of the project. Goals and objectives should be specific and should identify what the Applicant will assess and how objectives will be measured. Progress on reaching the goals should be built into the project's evaluation design and reporting; *please limit the number of the most significant goals to four*.
- Explain any relationship between the work proposed and other related funded programs and projects managed by the Applicant's faculty and staff. Address how the MHGP project would ensure that resources would not be expended on overlapped or duplicated efforts.

### **11.5.2** Institutional Readiness and Sources of Additional Support

- Briefly describe the Applicant's commitment and resources available to the project.
- Describe the role of the partners.
- Briefly describe how any matching funds from external entities will be used to leverage Grant Award funds.

#### **11.5.3** Qualifications of Key Personnel

• Identify the key personnel who will implement and evaluate the project, and briefly list their qualifications and relevant experience.

#### **11.5.4** Methodology

- Include enough information about previous research, methods, and techniques to adequately support the merit of the project design.
- Describe data sources and methods for data collection.
- Outline the general project implementation process. Use the Timeline (Application Form 4) to provide greater detail.

#### **11.5.5** Project Evaluation

- Describe how the project will be evaluated. The evaluation should:
  - o be aligned with the project goals and the implementation process;
  - have a formative and summative component;
  - include input and feedback from relevant stakeholders and a mechanism by which feedback is used to improve the project;
  - o have a comparative analysis of a similar population not participating in the project;
  - have sufficient staffing to ensure that evaluation data are properly collected, analyzed, and reported;
  - o have funds earmarked for evaluation in the project budget; and
  - o follow Family Educational Rights and Privacy Act (FERPA) laws.
- Include quantitative and qualitative performance measures that identify major outcomes during the Grant Period. Applicant should:
  - o explain how the outcomes will be used to assess the project's effectiveness;
  - include easily identifiable outcome data on increases in the number of targeted students/faculty/instructors and/or graduates and on the performance of project participants;
  - o use the Local Evaluation Plan (Application Form 7) to provide greater detail; and
  - o enter key performance measures that are quantifiable on the Performance Measures and Outcomes Form (Application Form 8).
- Describe how project outcomes will be made public or disseminated, including how outcomes will be FERPA-compliant and reported pursuant to Section 12.8 of this RFA.

#### **11.5.6** Sustainability

• Describe how the project or similar activity would continue after the Grant Period ends.

### **11.6 TIMELINE** (Application Form 4)

The Timeline, limited to three pages, provides an outline of the key activities and benchmarks for the project in a chronological order. Each entry in the Timeline should have the following:

- A span of dates for accomplishing an activity
- A brief description of the activity and identification of the responsible person or position (shown in parentheses following the description)
- The expected results

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

- Data collection
- Significant hires, if applicable
- Capital equipment purchases, if applicable
- Project approval by the Institutional Review Board and any regulatory body, if applicable
- A signed contract with any compensated partner, if applicable

#### **11.7 BUDGET SUMMARY** (Application Form 5)

The Applicant should review Sections 9.3-9.5 of this RFA before completing this form. The THECB shall negotiate a final budget with each Awarded Applicant.

All totals should represent costs for the 21-month period from September 1, 2016 to May 31, 2018, and should match the information entered on the Cover Page. Please round up to the nearest dollar.

Definitions and reporting formats:

- A. Personnel salaries of employees at the Applicant only. Salaries of employees at partners should be reported under Other Direct Costs.
- B. Personnel Travel domestic travel costs for employees of the Applicant only, including costs associated with the project director(s) attending a minimum of three meetings in Austin during the 21-month grant period (See Appendix A)
- C. Capital Equipment costs for capital equipment, as defined by the Applicant's guidelines and intended for the use only by the Applicant
- *D. Participant Costs* costs relating to students, health practitioners, patients, or members of the general public who are beneficiaries or research subjects of the project
- E. Other Direct Costs all other costs, including those for partners who act as subcontractors
- F. Total Direct Costs sum of budget categories A, B, C, D, and E
- G. Matching Funds cash contributions dedicated to the project from an external entity

# **11.8 BUDGET DETAIL** (Application Form 6)

The Budget Detail shall explain proposed costs of the project.

Under a budget category, each row should represent a major cost. The text under each row should describe the cost and its function, and explain how the cost is calculated. For the total in each budget category, please round up to the nearest dollar.

Definitions and reporting formats:

- A. Personnel salaries and fringe benefits for specific employees (e.g., project director's salary) or categories of employees (e.g., support staff salaries)
- *B. Personnel Travel* itemized by specific trip (e.g., January 2018 professional conference in Boston) or category of travel (e.g., MHGP meetings in Austin). The THECB will not fund travel to professional conferences in the first year of the Grant Period. All travel to professional conferences in the second year (September 2017-May 2018) must be primarily for the purpose of disseminating results of the MHGP-funded project.
- *C. Capital Equipment* itemized by equipment, with the unit price and total number of each item requested
- D. Participant Costs itemized by type of participant or category of cost
- *E. Other Direct Costs* all other costs, including those for partners who act as subcontractors. Subcontracted costs must be itemized for each subcontractor.
- F. Total Direct Costs sum of budget categories A, B, C, D, and E
- *G. Matching Funds* itemized by source of funding and supported by letters in an Application Attachment, verifying the amount

#### **11.9 LOCAL EVALUATION PLAN** (Application Form 7)

The Local Evaluation Plan, limited to four pages, describes how the most significant goals, as identified in the Project Narrative (Application Form 3), and associated activities/strategies will be evaluated.

#### Definitions:

- Goals the most significant and overarching achievements anticipated from the project. They should be identical to the most significant goals described in the **Project Narrative**.
- Activities/Strategies the most significant tasks or practices needed to achieve a particular goal.
  The project may have more than two activities under each goal, but the Local Evaluation Plan
  should include only a maximum of two activities/strategies that are the most significant for
  reaching the goal.
- Outputs the number of objects or participants involved in these activities

- Expected Outcomes the impact on participants/institutions/stakeholders that indicates whether or not the goal has been met
- *Measures/Indicators of Success* the qualitative or quantitative evidence that indicates success
- Persons from/about Whom Data Are Being Collected primarily and likely students or faculty in the context of this RFA
- Methods for Collecting Data techniques adopted for data collection

#### 11.10 PERFORMANCE MEASURES AND OUTCOMES (Application Form 8)

This form, limited to two pages, projects outcomes of the key performance measures that are quantifiable and described in the **Project Narrative**. Applicants will submit a maximum of four performance measures for each goal, along with a baseline and *proposed* outcomes for each performance measure. Awarded Applicants will report *actual* outcomes in the interim and final reports, which are further discussed in Section 12.22 of this RFA.

#### Definitions:

- Goals the most significant achievements anticipated from the project. They should be identical to the goals described in the **Project Narrative** and **Local Evaluation Plan**.
- Baseline the measure of the population at the beginning of the project
- *Outcomes* the baseline measure plus the increase or decrease relevant to the population based on the performance measure and goal

Applicants should include performance measures that align with the corresponding goal and represent the most relevant data that can be collected and reported to the THECB near the end of the first year of the Grant Period and at the end of the 21-month Grant Period. Applicants are allowed to include measures that only report outcomes for the second year of the Grant Period; however, at least 75 percent of the performance measures included in Application Form 8 should have outcomes for both years of the Grant Period.

#### 11.11 ADDITIONAL ATTACHMENTS

The following Additional Attachments should be submitted, as applicable, with the Transmittal Letter as a single PDF file:

- Letter from each partner, describing its role in the project (mandatory);
- Letter from any external entity, verifying matching funds (mandatory to receive credit in the Application evaluation process); and
- Flow chart of project.

#### 12 PROVISIONS AND ASSURANCES

#### 12.1 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.

#### 12.2 APPLICATION DELIVERY AND LATE APPLICATIONS

- **12.2.1** Applications must be submitted by an authorized agent of the Applicant.
- **12.2.2** 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 5. 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.

#### **12.3 CONFLICT OF INTEREST**

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.

#### **12.4 CONTRACT**

**12.4.1** 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 time frame is cause for rejection of an Application.

**12.4.2** 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.'

#### **12.5 PAYMENT TERMS**

Payments shall be provided on a cost reimbursement basis. Awarded Applicant will submit expenditure reports on March 15, 2017, September 14, 2017, and March 15, 2018. The final expenditure report is due on September 5, 2018. Payment shall be based upon actual expenditures of the project, up to the amount provided by the Grant Award. All grant-related expenses must be incurred on or prior to May 31, 2018.

At the THECB's sole discretion, the second year of grant funding will be contingent upon the Awarded Applicant using grant funds appropriately, meeting project benchmarks and contractual deadlines, and producing expected outcomes, results, and products in the first year of the Grant Period.

#### 12.6 GRANT EXTENSION

An Awarded Applicant that shows success in project outcomes may be eligible to apply for a maximum one-year grant extension on the project, which may be granted at the THECB's sole discretion. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

#### 12.7 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.

#### 12.8 RELEASE OF INFORMATION BY AWARDED APPLICANT

- **12.8.1** 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.
- **12.8.2** *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.

- **12.8.2.1** 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 Point of Contact in the Division of Academic Quality and Workforce of the THECB, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its Point of Contact at the THECB immediately after concluding the communication with the news media since, based on staff experience, the THECB is also likely to be contacted by the news media.
- **12.8.2.2** 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 Point of Contact in the Division of Academic Quality and Workforce of the THECB before communicating with news media.
- **12.8.3** Any written publication shall be sent electronically to the Point of Contact in the Division of Academic Quality and Workforce at the THECB.

# 12.9 RELEASE OF APPLICATION INFORMATION BY THECB

**12.9.1** *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

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.

- **12.9.2** 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.
- **12.9.3** 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.
- **12.9.4** 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.

#### 12.10 AMENDMENT AND TERMINATION

- **12.10.1** 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.
- **12.10.2** *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 12 "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.

- **12.10.3** *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.
- **12.10.4** 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.
- **12.10.5** 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.

### **12.11 NOTICE**

Any notice or written communication between the parties shall be considered delivered when postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the Contract shall be considered to be delivered when received.

#### 12.12 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 at the THECB. 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.

#### 12.13 LIABILITY AND INDEMNIFICATION

#### **12.13.1 LIABILITY**

**12.13.1.1** 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.

- **12.13.1.2** The THECB shall have no liability except as specifically provided by law.
- **12.13.1.3** 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.

#### 12.13.2 INDEMNIFICATION

# (THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

**12.13.2.1** *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.

#### **12.13.2.2** *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.

## **12.13.2.3** Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity.

- (a) GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE 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.

#### **12.14 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.

#### **12.15 OWNERSHIP OF WORK**

- **12.15.1** *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.
- **12.15.2** *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, and independent institutions of higher education (as the terms "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.
- **12.15.3** 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, and 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.

#### 12.16 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.

#### 12.17 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.

### **12.18 INSPECTIONS/SITE VISITS**

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

#### 12.19 AUDIT AND ACCESS TO RECORDS

- **12.19.1** Pursuant to Texas Government Code 2262.003, 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 Awarded Applicant awards.
- **12.19.2** 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 or the date of the receipt by the THECB of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Contract, 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.
- **12.19.3** 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.
- **12.19.4** 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.

#### 12.20 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.

#### 12.21 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.

### **12.22 REPORTING REQUIREMENTS**

- **12.22.1** Awarded Applicant shall be required to complete project evaluations for a project funded as a result of this RFA.
- **12.22.2** Awarded Applicant shall submit two written project reports as specified by the THECB: an 11-month interim report due on August 22, 2017, and a final narrative report due on July 16, 2018. The THECB shall provide templates for reporting.
- **12.22.3** Awarded Applicant shall submit four financial expenditure reports as specified by the THECB: six-month reports due on March 15, 2017, September 14, 2017, and March 15, 2018; and a final expenditure report due on September 5, 2018. The THECB shall provide templates for reporting.

#### 12.23 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 <a href="http://governor.state.tx.us/files/state-grants/UGMS062004.doc">http://governor.state.tx.us/files/state-grants/UGMS062004.doc</a>.

#### 12.24 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. 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.

#### 12.25 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to the MHGP program as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation

laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

#### **12.26 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 prior written notice of any proposed change in key personnel involved in accomplishing the Grant Award. No substitutions of key personnel will be made without the prior written consent of the THECB. All requested substitutes must be submitted to the THECB, 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.

### 12.27 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.

# 12.28 SUPPLANTING PROHIBITION

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

#### 12.29 CARRYOVER FUNDS

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

# 12.30 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.

#### 12.31 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.

#### 12.32 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.

If applicable, the Texas business address shown herein is, in fact, the legal business address of Applicant and Applicant qualifies as a Texas Resident Bidder under Texas Government Code Chapter 2252.

Under Texas Government Code § 2155.004, no person who was compensated by the THECB to assist in preparing the RFA specifications or this RFA has any financial interest in Applicant's Application. If Applicant is not eligible, then any contract resulting from this RFA shall be immediately terminated. Further, under Section 2155.004, Texas Government Code, Applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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, <a href="http://www.sam.gov">http://www.sam.gov</a>), 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 <a href="http://www.sam.gov">http://www.sam.gov</a>.)

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive a contract resulting from this RFA and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

#### 12.33 HB 1295 - DISCLOSURE OF INTERESTED PARTIES

Background: Effective January 1, 2016, THECB must comply with the "Disclosure of Interested Parties" requirement mandated by HB 1295, as implemented by the Texas Ethics Commission. 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, please print, sign, and notarize before sending a final copy to THECB. The TEC portal link can be found at

 $https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm$ 

#### **APPENDIX A:** PROJECT CALENDAR OF EVENTS

April 7, 2016 Notice of Intent Deadline

April 19, 2016 Notice of Intent Response from THECB

May 12, 2016 Inquiry Deadline

June 6, 2016 Application Deadline

July 25, 2016 THECB Announces Grant Awards

September 1, 2016 Grant Period Begins

September 14, 2016 Awarded Applicants Have First Meeting in Austin

March 15, 2017 First Expenditure Report Is Due to THECB

May 2017 Awarded Applicants Have Second Meeting in Austin

August 22, 2017 Interim Project Report Is Due to THECB

August 31, 2017 Capital Equipment Must Be Purchased and In Operation

September 14, 2017 Second Expenditure Report Is Due to THECB

March 15, 2018 Third Expenditure Report Is Due to THECB

May 2018 Awarded Applicants Have Third Meeting in Austin

May 31, 2018 Grant Period Ends—All Grant Expenses Must Be Incurred

July 16, 2018 Final Project Report Is Due to THECB

September 5, 2018 Final Expenditure Report Is Due to THECB

# **APPENDIX B: APPLICATION EVALUATION FORM**

MHGP Evaluation Form	Project #	Reviewer #
Allied Health Pathways to Success		

PART A - Proposal Scoring	Max. Points	Actual Points
<ul> <li>Significance of educational project</li> <li>The project increases the number of Hispanic and African American Texas students enrolled as a result of the proposed pathway(s). [10]</li> <li>The project is important for a geographic area. [5]</li> <li>The project advances knowledge in student retention and success in allied health degree programs. [5]</li> </ul>	20	
<ul> <li>Project design</li> <li>The project is well defined and has a cohesive design. [10]</li> <li>The project includes assessment and career guidance, student retention support, and vertical curriculum alignment, and demonstrates that such project components will be implemented with high quality. [13]</li> <li>The project integrates one or more of the preferred pathway components and demonstrates high quality in design and implementation. [7]</li> <li>The project can be completed within the Grant Period. [5]</li> <li>Goals and objectives are appropriate to the project and are realistic. [10]</li> <li>The Applicant provides sufficient evidence that the project would continue after the Grant Period. [5]</li> </ul>	50	
<ul> <li>Partnerships</li> <li>The project includes partners that demonstrate a strong commitment and will actively participate in the project to provide support/services to students. [15]</li> </ul>	15	
<ul> <li>Resources to perform project</li> <li>The professional credentials and experience of the project's key personnel are relevant to the project. [7]</li> <li>The costs associated with personnel, equipment, participant costs, and other resources included in the Application are needed and adequately justified. [5]</li> <li>Existing resources at the Applicant are used. [5]</li> <li>Resources from other institutions and organizations will be utilized in the project. [3]</li> <li>Project partners possess expertise to ensure effectiveness in fulfilling their roles in the project. [5]</li> </ul>	25	
<ul> <li>Cost effectiveness</li> <li>The chosen equipment, staffing, and service providers for the project are appropriate given the cost of the project. [5]</li> <li>The budget is reasonable and realistic. [5]</li> <li>The project makes effective use of grant funds. [5]</li> </ul>	15	

Evaluation and expected outcomes			
<ul> <li>The description and explanation of the data collection effort</li> </ul>	55		
and evaluation, and the nature of analysis to be carried ou			
relevant to the project. [10]			
<ul> <li>The performance measures are aligned to the project's go</li> </ul>	als, are appropriate to the		
activities to be conducted, and can be supported by qualit			
The expected outcomes are realistic and would make an in			
number of Hispanics and African Americans graduating fro			
The evaluation includes input from relevant stakeholders (			
employers, etc.). [5]	dergity seadernes, racarcy,		
<ul> <li>There is a mechanism in place to use feedback to improve</li> </ul>	services provided by the		
project. [5]	services provided by the		
<ul> <li>The project collects outcomes data, including increases in</li> </ul>	the number and the		
performance of project participants. [5]	the namber and the		
<ul> <li>There is sufficient staffing and resources to ensure that ev</li> </ul>	valuation data are properly		
collected and reported, including funds specifically earmar			
project budget. [3]	Red for evaluation in the		
<ul> <li>The evaluation plan demonstrates how FERPA rules will be</li> </ul>	followed [2]		
<ul> <li>The evaluation plan demonstrates now recket fulles will be</li> <li>The evaluation design includes a comparative analysis to a</li> </ul>			
not participating in the project. [5]	similar population that is		
not participating in the project. [5]			
	Subtotal	180	
<ul> <li>Matching funds (THECB Staff Scoring)</li> <li>The Applicant provides evidence of cash contributions from support the project.</li> </ul>	n an external entity to	10	
• The Applicant provides evidence of cash contributions from	n an external entity to  TOTAL POINTS	190	
• The Applicant provides evidence of cash contributions from	·		
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision	TOTAL POINTS  PART D – Final Ranking	190	
The Applicant provides evidence of cash contributions from support the project.	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost"	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost"	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost"	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost effectiveness."	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost"	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost effectiveness."	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost effectiveness."  PART C – Preliminary Rating	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost effectiveness."  PART C – Preliminary Rating  Fund Priority 1: 140-190 Total Points	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost effectiveness."  PART C – Preliminary Rating	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	
The Applicant provides evidence of cash contributions from support the project.  PART B – Budget Revision  Revise Budget to \$  Please include your notes to explain the revision under "Cost effectiveness."  PART C – Preliminary Rating  Fund Priority 1: 140-190 Total Points	TOTAL POINTS  PART D – Final Ranking  Rank proposals among all pro "Fund Priority 1" (1 = highes)	<b>190</b> oposals ide	

#### **APPENDIX C:** TRANSMITTAL LETTER AND APPLICATION FORMS

#### **SAMPLE TRANSMITTAL LETTER**

# (Applicant's Letterhead)

(Date)

Fu-An Lin, Ph.D., Program Director Texas Higher Education Coordinating Board Academic Quality and Workforce Division 1200 E. Anderson Lane Austin, Texas 78752

Dear Dr. Lin:

(Applicant's Name) is pleased to submit the attached Application for the Minority Health Research and Education Grant Program – Allied Health Pathways to Success grant opportunity. We fully accept the terms and conditions described in the Request for Applications, and we understand that the enclosed Application is binding and valid at the discretion of the Texas Higher Education Coordinating Board for a period of ninety (90) days.

For additional information or questions, please contact the Project Director, (Name) at (telephone number or email address) or myself at (telephone number or email address).

Sincerely,

(Name of Authorized Applicant Representative) (Authorized Applicant Representative's Position)

# Minority Health Research and Education Grant Program COVER PAGE

Applicant:					
Project Title:					
Occupations and Pathways Ta	rgete	ed by Project	:		
Allied Health Occupation		_	Program, CIP applicant)		Education Pathway Addressed* C to B, A to B, A to M, or A to P)
Ex: Physical Therapy Assistant	Ph	ysical Therapy,	51.2308	1	to B & A to P
*Refer to Section 8.1 in the RFA for the s	pecific	education pathwa	ys to be addressed in	the Appl	ication.
Major Partners:					
Proposed Funding:	Tota \$	l MHGP funding	g requested for 21	L-month	period ending 5/31/2018:
MHGP \$	·	4		1./	
Matching Funds \$	Year Fund		/1/2016-8/31/2017):	Year 2 Fundi	? ng Request (9/1/2017-5/31/2018):
Total \$ \$ \$					
Additional State Funds for Pro	ject:				
Source (State Agency)		Current, Pend	ing, or Previous F	unding	Amount Awarded/Requested
Contact Information and Signa	ture	s:			
Project Director's Name (typed):			Co-Project Direct	tor's Na	me (from same institution):
Phone: Email Address: Mailing Address:			Phone: Email Address: Mailing Address:		
Project Director Signature		Co-Project Director Signature			

Contact Person's Name and Title at Office of Sponsored Projects (typed):				
Phone/Email:				
Mailing Address:				
Authorized Institutional Representative's Name and Title (typed):				
I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I further certify that if MHGP program funds are awarded, this institution accepts the obligation to comply with terms and conditions set by the Texas Higher Education Coordinating Board.				
Authorized Institutional Representative Signature Date				

# Minority Health Research and Education Grant Program PROJECT ABSTRACT

Applicant and Project Title:
Keyword Description (max. 5 words or phrases):
Abstract:

# Minority Health Research and Education Grant Program PROJECT NARRATIVE

Applicant and Project Title:		

(Start text here.)

# Minority Health Research and Education Grant Program TIMELINE

Dates	Activity and Method of Delivery (Person Responsible)	Result(s)

# (TIMELINE continued)

Dates	Activity and Method of Delivery (Person Responsible)	Result(s)

# Minority Health Research and Education Grant Program BUDGET SUMMARY

Applicant and Project Title:					
Budget	: Category	<b>Total</b> (21-Month Grant Period)			
A. Personnel Salaries	and Wages For ( ) FTE employees				
Fringe B	enefits @ ( %)				
Total – S	alaries, Wages, and Fringe Benefits				
B. Personnel Travel					
C. Capital Equipment					
D. Participant Costs					
E. Other Direct Costs					
F. TOTAL DIRECT COSTS					
G. Matching Funds	\$				
I hereby certify that I have read and agree to comply with all conditions of this grant and agree to return to the THECB any funds not expended in compliance with those conditions.					
Project Director's Signature Date					
I hereby certify that I have read and agree to comply with all conditions of this grant and agree to return to the THECB any funds not expended in compliance with those conditions.					
Institutional Representative's Signature Date					

# Minority Health Research and Education Grant Program BUDGET DETAIL

Ap	oplicant and Project Title:					
	Budget Detail by Category	Year 1	Year 2			
		(9/1/2016-8/31/2017)	(9/1/2017-5/31/2018)			
A.	Personnel					
•		\$	\$			
•		\$	\$			
•		\$	\$			
•		\$	\$			
_						
	Personnel Total	\$	\$			
В.	Personnel Travel					
•		\$	\$			
•		\$	\$			
•		\$	\$			
<b>-</b>						
	Personnel Travel Total	\$	\$			
C.	C. Capital Equipment					
•		\$	\$			
	Capital Equipment Total	\$	\$			

Budget Detail by Category	<b>Year 1</b> (9/1/2016-8/31/2017)	<b>Year 2</b> (9/1/2017-5/31/2018)					
D. Participant Costs							
•	\$	\$					
•	\$	\$					
Participant Costs Total	\$	\$					
E. Other Direct Costs							
•	\$	\$					
•	\$	\$					
•	\$	\$					
•	\$	\$					
Other Direct Costs Total	\$	\$					
F. Total Direct Costs	\$	\$					
TOTAL MHGP FUNDING REQUESTED	\$						
G. Matching Funds	\$	\$					
•	\$	\$					
•	\$	\$					
•	\$	\$					
Total Available Funding for Grant Period	\$	\$					

# Minority Health Research and Education Grant Program LOCAL EVALUATION PLAN

Applicant and Project Title:						
Goal 1	Activities/Strategies	Outputs	Expected Outcomes	Measures/ Indicators of Success	Persons from/about Whom Data Are Being Collected	Methods for Collecting Data
	1.					
	2.					

# Minority Health Research and Education Grant Program PERFORMANCE MEASURES AND OUTCOMES

Goal and Performance Measures	Baseline	Year 1 Outcomes Proposed: Actual	Year 2 Outcomes <i>Proposed</i> : Actual
Examples:			
Goal X: Increase partnerships with institutions a	nd employers th	at could sustain the su	pport for students.
Number of university advisors involved in advising sessions at community college partners' teaching locations	2	3:	4:
Percentage of students receiving tuition reimbursement from employers	0%	<i>3%</i> :	<i>7%</i> :
Goal 1:			
•		:	:
•		:	:
•		:	:
•		:	:
Goal 2:			
•		:	:
•		:	:
•		:	:
•		:	:
Goal 3:			
•		:	:
•		:	:
•			
•		:	:
Research (To be completed in Final Narrative R	Report)		_
Peer-reviewed publications			
Invited presentations at conferences			
Leveraged Resources (To be completed in Fir	nal Narrative Rep	port)	
Matching funds			
In-kind contributions			
Grant awards received			

#### **APPENDIX D: SAMPLE NOTICE OF GRANT AWARD**



THECB Award Number: {bmsReference}

Appropriation Year: {encumbrance AY}

# Notice of State Grant Award

to

# {contracted\_party}

Grant Title: MHGP – Allied Health Pathways to Success

{contracted\_party}
{contractedPartyAddress}
{contractedPartyCity}, {contractedPartyState}
{contractedPartyZip}

Grant Title: MHGP – Allied Health Pathways to Success

Amount of Award: \$ {total\_\$}

Division: Academic Quality and Workforce

Term of Grant: September 1, 2016– May 31, 2018

Payment Method: Reimbursement

Authority: Texas Education Code, Sections 63.301 – 63.302

The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application ("RFA") including any addenda issued, (2) addenda to the Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.

Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. 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 (30) days unless otherwise agreed by THECB and Grantee.

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