



## **REQUEST FOR APPLICATIONS**

Graduate Medical Education  
Planning and Partnership Grant Program

2016-2017

APPLICATION DEADLINE:

June 1, 2016

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**Graduate Medical Education Planning and Partnership Grant Program  
2016**

**1 OVERVIEW OF FUNDING OPPORTUNITY**

**1.1 PROGRAM TITLE**

Graduate Medical Education Planning and Partnership Grant Program (“Planning and Partnership Grant Program”)

**1.2 SYNOPSIS OF PROGRAM**

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

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

**1.3 POINT OF CONTACT**

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

**2 AWARD SUMMARY**

**2.1 AVAILABLE FUNDING**

The Planning and Partnership Grant Program is funded from a General Revenue appropriation of \$3,500,000. The program will provide grant awards (“Award”) to eligible and selected applicants over an approximate two-year grant funding period.

**2.2 MAXIMUM AWARD AND NUMBER OF SUBMISSIONS**

**2.2.1. *Maximum Award.*** The maximum award is \$250,000 for the grant funding period.

**2.2.2. *Maximum Number of Awards.*** A maximum of fourteen (14) Planning and Partnership Grants will be awarded in the 2016 – 2017 biennium.

**2.3 SELECTION FOR FUNDING**

The funding available to support the Planning and Partnership Grant Program in Fiscal Years (FY) 2016 and 2017 will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 10.

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**2.4 COST SHARING OR MATCHING REQUIREMENTS**

There is no cost sharing or matching funds requirement for this grant program.

**2.5 GRANT FUNDING PERIOD**

The Grant Funding Period is from execution of Notice of Grant Award, approximately September 1, 2016, to August 31, 2018 ("Grant Period").

**2.6 NOTICE OF INTENT DEADLINE:** May 13, 2016

**2.7 APPLICATION DEADLINE:** June 1, 2016

**3 PROGRAM PURPOSE AND AUTHORITY**

**3.1 PURPOSE OF PROGRAM**

The THECB is seeking to make Awards to eligible Applicants in the state to support the development of new GME programs with First-year Residency Positions.

**3.2 PROGRAM AUTHORITY**

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

**4 ELIGIBILITY INFORMATION**

Entities in the following categories and located in the state are eligible to apply for support under the Planning and Partnership Grant Program:

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

See Appendix A, Definitions, for further description of the entities listed in (a) through (c)(4) above.

**5 NOTICE OF INTENT GUIDELINES**

**5.1 NOTICE OF INTENT IS REQUIRED**

To be considered for a Grant Award, all Applicants must submit a completed Notice of Intent to THECB by the established deadline.

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

**NOTICE OF INTENT DEADLINE: May 13, 2016**

**5.2 NOTICE OF INTENT SUBMISSION**

**5.2.1 *Submission Deadline.*** Each Applicant must submit electronically to THECB a completed Notice of Intent on or before May 13, 2016.

**5.2.2 *Form Required for Submission.*** The Notice of Intent form is available on the Planning and Partnership Grants website:

[www.thecb.state.tx.us/GMEPlanningGrants](http://www.thecb.state.tx.us/GMEPlanningGrants)

**5.2.3 *Submission Instructions.*** All completed Notice of Intent forms must be submitted electronically to the following email address:

[GME-Expansion@THECB.state.tx.us](mailto:GME-Expansion@THECB.state.tx.us)

The email subject line should contain "NOI Planning" and an abbreviated form of Applicant's name, for example NOI Planning XXX Hosp.

Applicant is solely responsible for ensuring that Applicant's complete electronic Notice of Intent is sent to, and actually received by, THECB in a timely manner. Applicant should retain proof of NOI timely submission.

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

THECB will email confirmation of Notice of Intent receipt to Applicant within three state business days of receipt by THECB. Applicant must not consider a Notice of Intent received by THECB until Applicant has received an email confirmation from THECB. **If Applicant has not received such confirmation from THECB within three state business days of submission, contact the Point of Contact at 512-427-6200. Applicant may be requested to provide proof of timely submission.**

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**6 INQUIRIES**

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

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

**7 APPLICATION SUBMISSION GUIDELINES**

An Application may be submitted only if Applicant has received a confirmation from THECB that THECB received its Notice of Intent on or before the established Notice of Intent submission deadline.

**APPLICATION DEADLINE: June 1, 2016**

**7.1 SUBMISSION DEADLINE**

Each Applicant must submit electronically to THECB a completed Application, including the required attachments, on or before June 1, 2016.

**7.2 FORMS REQUIRED FOR SUBMISSION**

Application forms are available on the Planning and Partnership Grant Program website:

[www.thecb.state.tx.us/GMEPlanningGrants](http://www.thecb.state.tx.us/GMEPlanningGrants)

**7.3 SUBMISSION INSTRUCTIONS**

Each Applicant must submit electronically a completed Application, including all required attachments, to the following email address:

[GME-Expansion@THECB.state.tx.us](mailto:GME-Expansion@THECB.state.tx.us)

The email subject line should contain "Planning 2016" and an abbreviated form of Applicant's name, for example, Planning XXX Hosp.

Applicant is solely responsible for ensuring that Applicant's complete electronic Application is sent to, and actually received by, THECB in a timely manner and at the proper destination server. Applicant should retain proof of timely submission.



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**IMPORTANT NOTE:** THECB recommends a size limit per email of 3MB, including attachments. This may result in Applicant sending multiple e-mails to [GME-Expansion@THECB.state.tx.us](mailto:GME-Expansion@THECB.state.tx.us) for the submission of all documentation required for an Application. Zipped files may be submitted. **Submissions that require THECB to go to a third party site to retrieve Application forms and attachments will not be accepted.**

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

THECB will email confirmation of Application receipt to Applicant within three state business days of receipt by THECB. Applicant must consider an Application not received by THECB until Applicant has received an email confirmation from THECB. **If Applicant has not received such confirmation from THECB within three state business days of submission, contact the Point of Contact at 512-427-6200. Applicant will be requested to provide proof of timely submission.**

## **8 APPLICATION FORMAT**

An Application must include the elements described in Subsections 8.1 through 8.11 of this RFA. The THECB will provide the Application form, including the Certification Page (see Section 8.11).

In completing the Application, it is important to provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Sections 10.2.1 and 10.2.2 of this RFA.

### **8.1 GENERAL APPLICANT AND PARTNER INFORMATION**

Provide general information on the Applicant, and partner(s), if any, including:

- Name of Applicant Organization. This is the entity that will serve as the fiscal agent for the project.
- Applicant Category (Hospital, Medical School, Community-based Ambulatory Patient Care Center, or Partnership among eligible entities) (See Appendix A, Definitions.)
- Location of Applicant
- Applicant Contact Information
- Project Director Information, if different from Applicant Contact.
- Project Partner Information

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**8.2 PROJECT SUMMARY**

The summary should highlight key points of the Application, including the defined goals and objectives, a brief rationale for selected strategies to achieve the goals and objectives, culminating in an application for GME program accreditation.

**8.3 DESCRIPTION OF APPLICANT AND PARTNERS**

Description of Applicant and Partners should include:

- Description of Applicant and partners expected to participate in the planning process.
- For Applicant and each partner, expected roles and contribution to the planning process.
- Description of Applicant's and partners' sites that would be used for training residents. Include description of services offered, annual patient volume metrics, such as patients served/admitted and patient visits, as appropriate to the facility type.
- Description of the learning opportunities available for GME.
- For Applicants that are not educational institutions, information relating to Applicant's educational culture. This might include education of other health professionals that takes place at the facility, such as nursing education, and level of support expected from medical staff.
- Information relating to other environmental conditions in the organization that could be conducive to the planning and operation of a GME program.
- Additional information deemed by the Applicant to be pertinent to Applicant's suitability as a GME teaching site.

**8.4 ASSESSMENT OF NEED FOR A GME PROGRAM**

In the assessment of need for a GME program, Applicant should discuss at least the items listed below:

- Characteristics of Applicant's community, service area, and region
- Economic implications of establishment of a new GME program in the community
- Availability of medical providers in the Applicant's service area
- Challenges Applicant is facing in recruiting physicians, if any
- Other topics that Applicant considered in the assessment of need for a GME program

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**8.5 PROJECT DESCRIPTION**

Project Description should detail specific goals of the project, the strategies and activities identified to accomplish the goals, and the process for measuring progress toward and attainment of the goals. Applicant must include at least the following goals:

- Leadership commitment to the project from within Applicant's organization
- Community commitment, such as from government and business leaders in the community
- Identification of the Applicant's and partners' sites that will provide educational experiences or educational assignments /rotations for residents.
- Identification of Sponsoring Institution Partner, if any
- Identification of an individual designated as Project Director, who will guide the project
- Identification and hiring of qualified, professional internal or external expertise in GME planning and funding
- Joint planning between Applicant and partner(s) to identify and address various issues: Mission/Vision, Leadership, Financial, Legal, Program Development and Education/Curriculum
- Development of a Business Plan supported by leadership and stakeholders as the basis for the decision whether to proceed with the establishment of the GME program

**8.6 PROJECT ACTION PLAN AND TIMELINE**

Project Action Plan and Timeline should include the strategies and activities that support the achievement of the goals identified in Subsection 8.5. Generally, each goal would be supported by more than one strategy and/or activity. If the Applicant is selected for an Award, it is expected that the Project Action Plan and Timeline will be more fully developed and expanded over the course of the grant funding period.

**8.7 PROJECT EVALUATION**

Applicants must provide an evaluation plan that is aligned with project goals and includes outcomes and appropriate measures for assessment of those goals. The evaluation plan should allow for qualitative and quantitative progress toward the identified goals. After the end of the funding period, the THECB may conduct an evaluation to assess the statewide effectiveness of the program across all participating sites. Applicants must also participate in such an evaluation.

**8.8 BUDGET**

A separate budget must be submitted for each partner that would participate in Planning and Partnership Grant program funding. The budget must include a reasonable estimate of funds expenditures over the Grant Period. The budget must include amounts and justification of allowable funds expenditures (as further discussed in Section 9). THECB shall negotiate a final budget with each Awarded Applicant.

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**8.9 ADDITIONAL DOCUMENTATION REQUIRED**

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

**8.10 FINANCIAL VIABILITY**

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

**8.11 CERTIFICATION OF THE APPLICATION INFORMATION**

The Application must be certified by an individual who is legally authorized to submit the Application on behalf of the Applicant. Completion and submission of the Application Certification Page fulfills this requirement.

**9 USE OF AWARD FUNDS**

**9.1 ALLOWABLE COSTS**

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

- Personnel Compensation  
Compensation would generally encompass a portion of salaries, wages, and benefits of personnel, including, but not limited to, project director, coordinator, and residency program director.
- Travel  
Travel expenses must be consistent with State of Texas guidelines.
- Equipment and Supplies  
Funds expended on Equipment and Supplies must not exceed 5% of total project budget.
- Fees to External Consultants  
Consulting assistance would generally include, but not be limited to, activities such as feasibility studies, strategy development, financial modeling, GME funding source analysis, affiliation agreements, and faculty identification/engagement.
- Other Direct Costs  
Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the Application budget or must be subsequently approved by THECB via a Budget Change Request.

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Salaries/stipends and benefits that are calculated at a higher pay rate than that which an individual (or similar position) normally receives are not allowed.

**9.2 BUDGET CHANGES**

Over the life of the grant, no more than a total of \$10,000 may be transferred across the allowable budget categories listed in Subsection 9.1 without prior THECB approval.

**10 SELECTION FOR FUNDING**

**10.1 APPLICATION SCREENING**

THECB staff shall conduct an initial screening of Applications to determine if they adhere to the Grant program requirements and the funding priorities contained in the RFA. An Application must meet the requirements of the RFA and be submitted with proper authorization before or on the day specified by the THECB to qualify for further consideration. It is anticipated that Board staff will notify Applicants eliminated through the screening process within 30 days of the submission deadline.

**10.2 SELECTION OF APPLICANTS FOR AWARDS**

Applicants shall be selected for funding on a competitive basis.

**10.2.1 Selection Criteria.** THECB staff shall evaluate Applications, based on the selection criteria below.

- (a) The defined goals, strategies, and activities appropriate and reasonably achievable within the grant period.
- (b) Planned resources are adequate and their allocation are sufficient to achieve project goals and objectives.
- (c) Applicant's site offers sufficient learning opportunities for resident training.
- (d) There is evidence to indicate that leadership and health professions staff of Applicant are supportive of the establishment of a GME program and stand ready to participate in the creation of a GME learning environment.
- (e) Applicant's Project Plan indicates the intent to fully evaluate the variables pertinent to assessing the feasibility of establishing a GME program with first-year residency positions.
- (f) Applicant's Project Plan indicates that the Applicant would likely be successful in determining, by the end of the grant funding period, the feasibility of establishing a GME program with first-year residency positions.

**10.2.2 Priority in the Selection Process.** Priority may be given to Applicants that provide the following:

- (a) Letters of commitment to the project from leadership at Applicant's organization and the partners in the planning process

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- (b) Evidence of matching funds for the project
- (c) Evidence that Applicant's service area includes areas documented as geographic, population, or facility Health Professional Shortage Areas (HPSA) or as a Medically Underserved Area (MUA) or a Medically Underserved Population (MUP) (See Appendix A, Definitions.)
- (d) Evidence that Applicant will progress quickly in the planning process

The items listed above are not intended to be in order of importance.

**10.3 RECOMMENDATION FOR FUNDING**

THECB staff shall make a recommendation to the Commissioner of selected Applicants to be funded. The Commissioner shall make the final funding decision and submit it to THECB Board members for their final approval as consistent with THECB Rule 1.16.

**11 DISTRIBUTION OF AWARD FUNDS**

**11.1 ISSUANCE OF GRANT AWARD**

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

**11.2 HB 1295 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT FOR NON-STATE ENTITIES**

Effective January 1, 2016, state agencies, including 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 an award requiring approval of the Board Chair, Vice Chair, and Committee Chair until the grantee has presented a notarized certificate disclosing interested parties. For-profit organizations, not-for-profit organizations, and private institutions selected for an award must complete this requirement before a grant award contract can be executed.

The [Contract Administration link](#) on the THECB website contains more information on the HB 1295 requirement. Instructions for completing this requirement will also be provided by THECB during the NOGA execution process.

**11.3 FUNDS DISTRIBUTION**

**11.3.1** The Planning and Partnership Grant Program is funded through state general appropriations. Funding will be disbursed in full upon execution of the NOGA. Grantees shall receive award payments through the Texas Comptroller of Public Accounts.

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**11.3.2** THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to THECB for either of the two years of this program should become reduced, depleted, or unavailable during the Contract Term. As consistent with the Uniform Grant Management Standards ("UGMS"), after making a finding that an Awarded Applicant has failed to perform or failed to conform to Grant Conditions, THECB may retract or reduce the Grant Amount for the Awarded Applicant.

**11.3.3** THECB shall not disburse awarded funds until the NOGA has been fully executed.

**11.4 LAST DAY OF EXPENDITURES**

**11.4.1** Grant Award funding must be expended by August 31, 2018.

**11.4.2** *No-Cost Extension of Grant Period.* At the discretion of THECB, a one-time, no-cost extension of the Grant Period may be granted if the Applicant is in good standing with all reporting requirements. A no-cost extension requires a NOGA amendment.

**11.5 RETURN OF UNEXPENDED FUNDS**

Awarded Applicants shall return any unexpended funds at the end of the Grant Period.

**12 REPORTING REQUIREMENTS**

The Project Director of the Grant must electronically submit the reports listed in Sections 12.1 – 12.3 below. The THECB will provide a template for these reports.

**12.1 PROJECT PROGRESS REPORTS**

Commencing in June 2017, Project Progress Reports are due on June 1 and November 1 of each year the grant is active and will generally include, but may not be limited to:

- (a) Status report on the investigation into establishing a graduate medical education program.
- (b) Timeline of Goals/Objectives and Supporting Activities. The timeline submitted with the Applicant's Application shall be supplemented and updated for each progress report.
- (c) Expenditure report to detail actual expenditures by budget cost category and amount through the preceding March 31 (for reports due in June) or August 31 (for reports due in November). The report must also document the unexpended balance of Grant funds as of the previous March 31 or August 31. The expenditure report must be certified by the Applicant's authorized representative.

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**12.2 PROJECT FINAL REPORT**

The Project Final Report is due to THECB on or before November 1, 2018. The report will provide a summary of progress to date, including a description of the project and its results as measured by the Project Evaluation Plan. The Project Final Report shall include a statement that Applicant will or will not proceed with the establishment of a GME program.

**12.3 FINAL FINANCIAL REPORT**

The Final Financial Report is due to THECB on or before November 1, 2018. The report shall be submitted electronically to the THECB Division of Academic Quality and Workforce on a template provided by THECB. The Final Financial Report must 1) detail actual expenditures during the grant funding period by budget cost category and amount, 2) document the unexpended balance of Grant funds as of August 31, 2018, and, 3) include a statement certifying expenditures and unexpended balance signed by the authorized representative of Awarded Applicant. An Auditor's Report may be requested if deemed necessary by the THECB.

**12.4 DELINQUENT REPORTS**

Awarded Applicants with any required reports deemed to be delinquent may be required to return unexpended funds.

**13 PROVISIONS AND ASSURANCES**

**13.1 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 THECB by any successful or unsuccessful Applicant.

**13.2 APPLICATION DELIVERY AND LATE APPLICATIONS**

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

**13.2.2** 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 THECB prior to the deadlines outlined in Section 2. 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.

**13.3 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



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THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

**13.4 CONTRACT**

**13.4.1** 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. 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 THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. 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.

**13.4.2** 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 terms 'Contract.'

**13.5 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 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 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.

**13.6 RELEASE OF INFORMATION BY AWARDED APPLICANT**

**13.6.1** 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.

**13.6.2** Awarded Applicant agrees to notify THECB Point of Contact of any information released to the news media regarding the activities being conducted under any Contract resulting from this RFA.

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**13.7 RELEASE OF APPLICATION INFORMATION BY THECB**

**13.7.1 *Public Information Act.*** Awarded Applicant understands and acknowledges that as a Texas state agency, 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 THECB in the production of documents responsive to any such requests under the Public Information Act. Awarded Applicant is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. 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 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 THECB's General Counsel of any third party requests for information it receives relating to this Agreement to the extent required under the act.

**13.7.2** All submitted Applications become the property of 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.

**13.7.3** 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.

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

**13.8 AMENDMENT AND TERMINATION**

**13.8.1 *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 THECB. None of the parties to the Contract will be bound by any oral statements, agreements, or

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representations contrary to the written Contract requirements and terms and conditions.

**13.8.2 THECB Right to Terminate for Cause:** As consistent with applicable law, THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as 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 13 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by THECB to evaluate the effectiveness of the Planning Grant Program, or a failure to perform any of the work under the Contract to THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, THECB may exercise any and all rights as may be available to it by law or in equity.

**13.8.3 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 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. THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Contract Term to incorporate any modifications necessary for THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

**13.8.4 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 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. THECB shall be liable to Awarded Applicant for that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Contract requirements.

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

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**13.9 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.

**13.10 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 THECB Point of Contact at 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.

**13.11 LIABILITY AND INDEMNIFICATION**

**13.11.1 LIABILITY**

**13.11.1.1** Neither 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.

**13.11.1.2** THECB shall have no liability except as specifically provided by law.

**13.11.1.3** *Sovereign Immunity.* THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between 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 THECB or any other state entity 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.

**13.11.2 INDEMNIFICATION (THIS SECTION DOES NOT APPLY TO STATE AGENCIES)**

**13.11.2.1** *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

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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.

**13.11.2.2 *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) used 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.

**13.11.2.3 *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

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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.

**13.12 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 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 THECB's request, provide THECB with current certificates of insurance or other proof acceptable to 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 THECB. Grantee represents and

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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.

**13.13 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 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 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. 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.

**13.14 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.

**13.15 INSPECTIONS/SITE VISITS**

Throughout the Contract Term, THECB and/or its representatives shall have the right to make site visits to review project progress.

**13.16 AUDIT AND ACCESS TO RECORDS**

**13.16.1** 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.

**13.16.2** 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

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Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Contract or the date of the receipt by 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.

**13.16.3** 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.

**13.16.4** THECB reserves the right to require the reimbursement of any overpayments 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 THECB within 30 calendar days of receipt of notice from 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.

**13.17 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.

**13.18 NON-APPROPRIATION OF FUNDS**

The Contract may be terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that THECB is unable to obtain additional funds for such purposes. THECB shall negotiate efforts as first consideration and if such efforts fail, then 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. 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.



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**13.19 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 <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.

**13.20 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.

**13.21 APPLICANT RESPONSIBILITIES**

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to the GME 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 THECB, Applicant shall furnish THECB with satisfactory proof of its compliance.

**13.22 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 program requirements and outcomes. Awarded Applicant shall notify THECB Point of Contact of any change in Project Director.

**13.23 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 THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and 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 THECB to enter.

**13.24 SUPPLANTING PROHIBITION**

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

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**13.25 FORMS, ASSURANCES, AND REPORTS**

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

**13.26 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.

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

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not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at <http://sam.gov>.)

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.

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**Appendix A**

**RFA DEFINITIONS**

The following definitions shall apply:

1. **Applicant** – An eligible Texas hospital or other entity, as defined in Section 4 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
2. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **Centers for Medicare & Medicaid Services (CMS)** – A U.S. federal agency and branch of the U.S. Department of Health & Human Services, that administers Medicare, Medicaid and the Children’s Health Insurance Program (CHIP) program in partnership with state governments, and private health insurance programs including Health Insurance Marketplaces, and provides information for health professionals, regional governments, and consumers.
5. **Community-based, Ambulatory Patient Care Center** – Includes the following:
  - (a) a federally qualified health center, as defined by Section 1905(l)(2)(B), Social Security Act (42 U.S.C. Section 1396d(l)(2)(B));
  - (b) a community mental health center, as defined by Section 1861(ff)(3)(B), Social Security Act (42 U.S.C. Section 1395x(ff)(3)(B));
  - (c) a rural health clinic, as defined by Section 1861(aa)(2), Social Security Act (42 U.S.C. Section 1395x(aa)(2)); and
  - (d) a teaching health center, as defined by 42 U.S.C. Section 293I-1(f)(3)(A).
6. **First-Year Residency Position** – A position filled by a physician who is entering into residency training for the first time into a program with no prior residency training required.
7. **Graduate Medical Education Program (GME)** – A nationally-accredited post-doctor of medicine (M.D.) or post-doctor of osteopathic medicine (D.O.) program that prepares physicians for the independent practice of medicine in a specific specialty area, also referred to as residency training.
8. **Health Professions Shortage Area (HPSA)** – A designation determined by the U.S. Department of Health and Human Services Health Resources and Services Administration. HPSAs are defined service areas that demonstrate a critical shortage of primary care physicians, dentists or mental health providers. A HPSA can be a distinct geographic area (such as a county or grouping or census tracts, townships or boroughs), a specific population group within a defined geographic area (such as the population under 200 percent of poverty), or a specific public or non-profit facility (such as a prison). The designation incorporates

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variables including population-to-provider ratios, poverty rate, and travel time/distance to nearest accessible source of care. Additional information may be found at: <http://bhpr.hrsa.gov/shortage/hpsas/designationcriteria/index.html>.

9. **Hospital** – A Texas health care facility licensed as a hospital under Chapter [241](#), Health and Safety Code, or as a mental hospital under Chapter [577](#), Health and Safety Code. This includes a hospital owned, maintained, or operated by the state, or an agency of the state, but does not include a facility that is owned, maintained, or operated by the federal government or an agency of the federal government.
10. **Major Participating Site:** A Residency Review Committee-approved site to which all residents in at least one program rotate for a required educational experience, and for which a master affiliation agreement must be in place. To be designated as a major participating site in a two-year program, all residents must spend at least four months in a single required rotation or a combination of required rotations across both years of the program. In programs of three years or longer, all residents must spend at least six months in a single required rotation or a combination of required rotations across all years of the program.
11. **Medical School** – A public or independent medical institution that awards the doctor of medicine (M.D.) or doctor of osteopathic medicine (D.O.) degree, as defined in Texas Education Code, Chapter 61.501(1) or Section 61.003(5).
12. **Medically Underserved Area (MUA) or Medically Underserved Population (MUP)** – These designations identify areas or populations with a shortage of health care services. Documentation of shortages include several factors, in addition to the availability of health care providers. These factors include infant mortality rate, poverty rate and percentage of population aged 65 or over. Additional information may be found at: <http://www.hrsa.gov/shortage/mua/index.html>.
13. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA”, “Contract”, and “Grant” are used interchangeably.
14. **PGY** – Postgraduate Year – Refers to a resident's current year of accredited graduate medical education. This designation may or may not correspond to the resident's year in a particular program.
15. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.
16. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 PM C.T., except for scheduled State of Texas and national holidays.
17. **THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.

**Graduate Medical Education Planning Grants Program  
2016**

**Appendix B**

**NOGA**

THECB Award Number: **{bmsReference}**  
Appropriation Year: **{encumbrance AY}**



ANTICIPATED Notice of State Grant Award  
to  
**{contracted\_party}**

Grantee Name and Address:  <b>{contracted_party}</b> <b>{contractedPartyAddress}</b> <b>{contractedPartyCity}, {contractedPartyState}</b> <b>{contractedPartyZip}</b>	Grant Title: <b>GME Planning and Partnership Grant Program</b>
	Amount of Award: \$ <b>{total_\$}</b>
	Division: <b>Academic Quality and Workforce</b>
	Term of Grant: <b>September 1, 2016 – August 31, 2018</b>
	Payment Method: <b>Upon execution</b> The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Applications.

Authority: **Texas Education Code, Chapter 58A, Programs Supporting Graduate Medical Education**

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.

<b>Approving THECB Official:</b>	<b>Approving Grantee Official:</b>
<b>{signContact}</b> <b>{signContacttitle}</b>	<b>{signed_by}</b> <b>{signed_bytitle}</b>
<b>Date:</b>	<b>Date:</b>