TEXAS HIGHER EDUCATION COORDINATING BOARD

REQUEST FOR APPLICATIONS

Emergency and Trauma Care Education Partnership Program

2014-2015

Graduate Medical Education

NOTICE OF INTENT DEADLINE:	January 31, 2014, 5:00 PM C.T.
APPLICATION DEADLINE:	February 19, 2014, 5:00 PM C.T.

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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Emergency and Trauma Care Education Partnership Program ("ETEP")

1.2 SYNOPSIS OF PROGRAM

In 2011, the 82nd Texas Legislature created the Emergency and Trauma Care Education Partnership Program ("ETEP") to address the state's need for physicians and registered nurses with training in emergency and trauma care. ETEP will provide funding support for partnerships between Hospitals (as defined in Appendix A) and graduate medical education programs in emergency and trauma care to increase training opportunities in the medical specialty/subspecialty areas of emergency medicine and surgical critical care. The program will provide similar support for partnerships between Hospitals and graduate nursing programs to increase the education and training experiences in emergency and trauma care for registered nurses pursuing graduate education.

This Request for Applications ("RFA") is to support partnerships between Hospitals and graduate medical education programs in emergency and trauma care (hereinafter referred to as "ETEP GME Program").

The THECB intends to issue a separate RFA relating to support for partnerships between Hospitals and graduate nursing education programs in emergency and trauma care.

1.3 POINT OF CONTACT

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

2 AWARD SUMMARY

2.1 AVAILABLE FUNDING

ETEP is funded from an appropriation of $4,365,000 from the General Revenue-Dedicated Account No. 5111, Designated Trauma Facility and Emergency Medical Services Account. The program will provide grant awards ("Grant") to selected graduate medical and nursing education partnerships over the 2014-2015 biennium.

2.2 ALLOCATION OF FUNDING

The funding available to support ETEP Graduate Medical Education Program Partnerships will be allocated among selected Applicants based on the number of additional residents or fellows that are projected to participate in each program.

2.3 GRANT FUNDING PERIOD

The Grant Funding Period is from March 17, 2014 to August 31, 2015 ("Grant Funding Period").

2.4 CONTRACT TERM

The Contract Term is from contract execution, approximately March 17, 2014 through December 31, 2015.

2.5 NOTICE OF INTENT DEADLINE: January 31, 2014, 5:00 PM C.T.

2.6 APPLICATION DEADLINE: February 19, 2014, 5:00 PM C.T.

3 PROGRAM PURPOSE AND AUTHORITY

3.1 PURPOSE OF GME PROGRAM

The THECB is seeking to award Grants to ETEP GME Programs to support partnerships between Hospitals and graduate medical education programs in emergency and trauma care. ETEP Grants will support the provision of increased training opportunities for physicians in emergency and trauma care.

This RFA is seeking Applications from graduate medical education programs in the medical specialty/subspecialty areas of emergency medicine, pediatric emergency medicine, and surgical critical care.

3.2 PROGRAM AUTHORITY

Texas Education Code, Section 61.9802 and Title 19, Texas Administrative Code, Chapter 6, Subchapter E.

4 ELIGIBILITY INFORMATION

4.1 ELIGIBLE PARTNERSHIPS

ETEP GME Programs Program Partnerships that meet the requirements listed below are eligible to apply (hereinafter "Applicant" or "ETEP GME Program," once selected becomes an "Awarded Applicant").

An Eligible Partnership:

(a) consists of one or more Hospitals, as defined in Appendix A, and one or more eligible graduate medical education programs in this state, as defined in Section 4.2;

(b) certifies an increase of additional physicians in the participating graduate medical education programs; and

(c) uses existing facilities and expertise of the Hospitals and graduate medical education programs participating in the partnerships.

4.2 ELIGIBLE GRADUATE MEDICAL EDUCATION PROGRAMS

An eligible graduate medical education program:

(a) is a nationally-accredited post-medical degree (M.D.) or doctor of osteopathic medicine (D.O.) non-military residency program or fellowship, and

(b) prepares the physician to earn a board certification by the American Board of Medical Specialties or the Bureau of Osteopathic Specialties in Emergency Medicine, Pediatric Emergency Medicine, or Surgical Critical Care.

4.3 MAXIMUM NUMBER OF SUBMISSIONS

Each eligible graduate medical education program may submit only one (1) Application.

4.4 COST SHARING OR MATCHING REQUIREMENTS

There is no cost sharing or matching funds requirement. However, Awarded Applicants and collaborating partners shall share in the cost of supporting the ETEP GME Program.

5 NOTICE OF INTENT GUIDELINES

5.1 NOTICE OF INTENT IS REQUIRED

A Notice of Intent for all Applicants must be submitted to THECB by the established deadline.

Applications for which a Notice of Intent has not been submitted will not be considered for a Grant award.

NOTICE OF INTENT DEADLINE:

January 31, 2014, 5:00 PM C.T.

5.2 NOTICE OF INTENT SUBMISSION

An online Notice of Intent form must be completed and submitted by the Applicant. The Notice of Intent form is available on the ETEP website (http://www.thecb.state.tx.us/ETEP).

The Notice of Intent must be completed and submitted to ETEP@thecb.state.tx.us no later than January 31, 2014, 5:00 PM C.T. After receipt of the electronic submission, THECB will email confirmation of receipt to Applicant.

6 INQUIRIES

All inquiries shall be directed to:
Suzanne Pickens
Senior Program Director
Texas Higher Education Coordinating Board
ETEP@thecb.state.tx.us

Applicants and prospective Applicants must not discuss an Application with any other THECB employee unless authorized by the Point of Contact. Questions must be submitted in writing via email at ETEP@thecb.state.tx.us.

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 an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to ETEP@thecb.state.tx.us.

7 APPLICATION SUBMISSION GUIDELINES

Applicants must submit their Applications to THECB electronically. Please refer to the ETEP website (http://www.thecb.state.tx.us/ETEP) to view and complete the ETEP Application Form.

APPLICATION DEADLINE:

February 19, 2014, 5:00 PM C.T.

8 APPLICATION FORMAT

Every Application must include the elements described in Sections 8.1 through 8.6 of this RFA.

8.1 GENERAL PROGRAM INFORMATION

Provide general information on the ETEP GME Program, including:

- Name of Applicant Program
- Name of Sponsoring Institution
- Program Specialty or Subspecialty
- Program Length
- Program Original Accreditation Date
- Name of Primary Clinical Site (As defined in Appendix A)
- Program Director Contact Information

8.2 DESCRIPTION OF PLANNED OR CONTINUING PROGRAM EXPANSION

Provide the following information:

- Describe how the ETEP GME Program will, or will continue to, increase training opportunities in emergency and trauma care for physicians.
- Address the impact, if any, of the planned or continuing expansion of the program on required ratios of faculty to residents/fellows.
- If the program plans to increase the number of residents/fellows beyond that currently approved by the ACGME or AOA, describe the process, including the timeline, for securing approval for the additional positions.
- Describe the sources and amounts of all funding, including, but not limited to, THECB funding, that will be used to support the program expansion.

8.3 CURRRENT AND PROJECTED PROGRAM RESIDENCY/ FELLOWSHIP POSITIONS

This section of the Application must include: 1) the existing number of approved residency/fellowship positions, 2) the number of filled residency/fellowship positions as of September 1, for years 2011, 2012, and 2013, and 3) the number of residents/fellows projected to enter the graduate medical education program during the Grant Funding Period. When submitting information under 2) above, include only those residents/fellows who participated in the program as of September 1 in each year, and expected to remain in the program for six months thereafter. Data submitted in this section should align with program data submitted to THECB in the most recent CBM00R Report.

8.4 BUDGET

The budget must include amounts of ETEP funds expenditures in each allowable cost category (as further discussed in Section 9) over the Grant Funding Period. THECB shall negotiate a final budget with each Awarded Applicant.

8.5 ACCREDITATION AND FINANCIAL VIABILITY

8.5.1 *Documentation of Current Program Accreditation.* Provide the participating program's most recent accreditation letter from the Accreditation Council for Graduate Medical Education or the American Osteopathic Association.

8.5.2. *Financial Statement.* Provide a financial statement for the graduate medical education program for the previous fiscal year. The statement should include amounts and sources of all income and amounts and categories of all expense related to operation of the program. The ETEP Application contains a template for the Financial Statement.

8.6 CERTIFICATION OF THE APPLICATION INFORMATION

The Application must be certified and submitted by an individual who is legally authorized to submit the Application on behalf of the Applicant.

9 USE OF AWARD FUNDS

Funds awarded under ETEP must be spent only on costs related to the operation of an Emergency and Trauma Care Education Partnership. All reasonable costs in the categories below are allowable except for those expressly prohibited in Subsection 9.4.

9.1 RESIDENT AND FELLOW COMPENSATION

9.2 FACULTY AND STAFF COMPENSATION

9.3 RESIDENT AND FELLOW PROFESSIONAL LIABILITY INSURANCE

9.4 PROHIBITED COSTS

Programs are prohibited from expending ETEP funds on the following:

- Stipends or fringe benefit payments for residents subsidized by the military, Public Health Service, or other federal agencies. Such residents/fellows should NOT be reported under Section 8.3 of this RFA.
- Salaries or other stipends that are calculated at a higher pay rate than that which an individual (or similar position) normally receives at the sponsoring institution or participating site. Costs for faculty and staff funded under ETEP must reflect salaries appropriate to the tasks that will be performed, and the length time spent on ETEP-related activities.
- Professional liability insurance for professional activities outside the participating residency or fellowship program.
- Resident or fellow recruiting expenses, including travel, entertainment, and relocating expenses.
- Equipment or supplies.
- Construction or remodeling of facilities, architect's fees and feasibility studies.

- Rent paid to a public medical school.
- Application fees to the national accrediting body.
- Costs incurred prior to the Grant Award.
- Indirect costs.

9.5 BUDGET CHANGES

Transfer of approved budgeted funds across budget categories is allowable, provided that overall expenditures do not exceed the total grant award.

10 SELECTION FOR FUNDING

10.1 APPLICATION REVIEW

10.1.1 *Initial Screening.* THECB staff shall review 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. Board staff shall notify Applicants eliminated through the screening process.

10.1.2 *Evaluation.* THECB staff shall evaluate Applications, which must demonstrate that the ETEP GME Program will increase, or continue a previous increase in, the number of physicians trained in a specialty or subspecialty related to emergency or trauma care.

10.2 RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner. 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 NOTICE 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 ETEP Notice of Grant Award (NOGA, Appendix B), which will take effect on the day the NOGA is executed. Throughout this RFA, the terms NOGA, "Contract", and "Grant" are used interchangeably.

11.2 FUNDS DISTRIBUTION

11.2.1 ETEP is funded through state general appropriations. The available ETEP GME Program funding will be allocated among selected Applicants based on the number of additional residents/fellows that are projected to participate in each ETEP

GME Program. Funding to Awarded Applicants will be disbursed in two installments. THECB will disburse funding for Fiscal Year 2014 upon execution of the NOGA, which THECB expects to occur by end of February 2014. To receive funds for Fiscal Year 2015, Awarded Applicant must submit a completed Request for Funds form to THECB by October 1, 2014. THECB will disburse Fiscal Year 2015 funds on or about December 1, 2014. Awarded Applicant shall receive payments under ETEP through the Office of the State Comptroller.

11.2.2 THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to THECB 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.

11.2.3 Awarded Applicant shall not expend awarded funds until the NOGA has been fully executed. (See also Section 9, Use of Award Funds.)

11.3 LAST DAY OF EXPENDITURES

11.3.1 ETEP award funding must be expended by August 31, 2015.

11.3.2 *No-Cost Extension of Grant Funding Period*. A one-time, no-cost extension of the Grant Funding Period may be granted if the ETEP GME Program is in good standing with all reporting requirements. A no-cost extension requires a Contract amendment.

11.4 RETURN OF UNEXPENDED FUNDS

Grantee institutions shall return any unexpended funds at the end of the Grant Funding Period.

12 REPORTING REQUIREMENTS

The Program Director for each funded partnership program must electronically submit the reports listed in Sections 12.1 – 12.2 below.

12.1 ANNUAL PROGRAM REPORT

No later than October 1 following each year the Grant is active, an Annual Program Report shall be submitted electronically, via a secure server, to the Division of Workforce, Academic Affairs and Research of THECB in a format specified by THECB. The report will include, but may not be limited to, an *Annual Roster of Residents and Fellows*. The roster will include the following data for each participating resident and fellow participating in the ETEP GME program as of September 1: name, social security number, physician license number, medical school, gender and race/ethnicity. The Annual Roster must be certified by the Program Director.

12.2 FINANCIAL REPORT

No later than December 1 after the final fiscal year the Grant is active, a Financial Report shall be submitted electronically to the Division of Workforce, Academic Affairs and Research of THECB. The Financial Report shall 1) detail the actual expenditures for the grant funding period by purpose and amount, 2) document the unexpended balance of ETEP GME Program funds as of August 31, the end of the previous fiscal year, and 3) include a statement certifying expenditures and unexpended balance by the authorized institutional representative.

12.3 DELINQUENT REPORTS

ETEP GME Programs with any required reports deemed to be delinquent may be ineligible to receive the second year of ETEP funding, or ineligible to participate in future funding cycles.

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 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.

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. THECB will make a determination whether to submit a Public Information Act request to the Attorney General.

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 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 ETEP, 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 *Termination for Convenience.* As consistent with applicable law, THECB may terminate the Contract, either in whole or in part, with a sixty (60) day written notice.

13.8.5 *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.

13.8.6 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.

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 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 (ONLY APPLICABLE TO PRIVATE ENTITIES)

13.11.2.1 To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, THECB, as well as officers, agents, and employees of THECB from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, including but not limited to personal injury or illness, bodily injury (including death) and property damage occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of

work under the terms of the Contract, except claims, demands, fees, suits or actions arising from any negligence by THECB, its officers, agents, employees, contractor, subcontractors or any negligence of a third party, its (their) officers, agents, employees, contractors, subcontractors. THECB shall give Awarded Applicant written notice of each such claim or suit and full right and opportunity to conduct Awarded Applicant's own defense thereof, together with full information and all reasonable cooperation. Awarded Applicant shall coordinate its defense with the Texas Attorney General as requested by THECB.

13.11.2.2 Additionally, if Awarded Applicant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, Awarded Applicant shall indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify (to the extent allowed by law) the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any cost, expense, royalty or damage which the State of Texas, THECB, as well as officers, agents, and employees of THECB may be obligated to pay by reason of any infringement at any time during the performance of or after completion of the work. Awarded Applicant represents and warrants that it has determined what licenses, patents and permits are required under the Contract and has lawfully acquired all such licenses, patents, and permits.

13.11.2.3 Notwithstanding any indemnification clause, THECB shall have full authority to conduct its own defense, negotiations, and settlements, but Awarded Applicant's indemnification nevertheless remains in full force and effect. Any settlement shall only be reimbursable by Awarded Applicant if Awarded Applicant approves such settlement in advance, and any liability upon unsuccessful defense shall only be reimbursable by Awarded Applicant if Awarded Applicant has full opportunity to participate equally in the defense of the action.

13.12 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.

13.13 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.

13.14 INSPECTIONS/SITE VISITS

Throughout the Contract Term, THECB and/or its representatives shall have the right to make site visits to review partnership program operations and accomplishments.

13.15 AUDIT AND ACCESS TO RECORDS

13.15.1 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.

13.15.2 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 THECB and by others authorized by law or regulation to do so for a period of not less than five (5) 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.

13.15.3 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.

13.15.4 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 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.

13.16 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.

13.17 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.

13.18 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.

13.19 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.

13.20 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to the ETEP 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.

13.21 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 ETEP requirements and outcomes. Awarded Applicant shall provide to THECB Point of Contact prior written notice of any proposed change in Program Director.

13.22 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.

13.23 SUPPLANTING PROHIBITIION

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

13.24 CARRYOVER FUNDS

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

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

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.

Appendix A

RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible Texas graduate medical education program, as defined in Section 4.2 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 services and activities required to fully comply with Grant performance requirements and all Grant terms and conditions.

4. **ETEP** – The Emergency and Trauma Care Education Partnership Program.

5. **Fellow** – A physician who has completed training in at least one residency program and is pursuing additional clinical training leading to a certificate of special competence.

6. **FERPA** – The Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, and the federal regulations, 34 CFR Part 99, which is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational agency or institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

7. **Graduate Medical Education (GME)** – A nationally-accredited post-medical degree (M.D.) or post-doctor of osteopathic medicine degree (D.O.) program that prepares physicians for the independent practice of medicine in a specific specialty area, also referred to as residency training. The term also applies to the period of didactic and clinical education in a medical subspecialty which follows the completion of education in a recognized medical specialty, and which prepares physicians for the independent practice of medicine in that subspecialty, also referred to as a fellowship.

8. **Hospital** – A Texas health care facility, as defined in Texas Health & Safety Code, Section 241.003, and includes a hospital owned, maintained, or operated by 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.

9. **Medical School** – A public or independent medical institution that awards the doctor of medicine (M.D.) or doctor of osteopathic medicine (D.O.) degree, as defined in Texas Education Code, Section 61.003(5) or Section 61.501(1).

10. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms "NOGA", "Contract", and "Grant" are used interchangeably.

11. **PGY –** Refers to a resident's or fellow's current year of accredited graduate medical education. This designation may or may not correspond to the resident's year in a particular program. For example, a resident in pediatric emergency medicine could be in the first program year of the pediatric emergency medicine program but in his/her fourth graduate year of graduate medical education (including the three prior years of pediatrics.)

12. **Primary Clinical Site:** If the sponsoring institution is a Hospital, it is by definition the principal or primary teaching Hospital for the residency/fellowship program. If the sponsoring institution is a medical school, university, or consortium of Hospitals, the Hospital that is used most commonly in the residency/fellowship program is recognized as the primary clinical site.

13. **Program Director:** The one physician designated with authority and accountability for the operation of the residency/fellowship program and who will serve as the primary contact for the THECB regarding ETEP matters.

14. **Resident Physician** – A physician contractually obligated to a Texas medical school, licensed Hospital, or non-profit corporation to receive residency education and training for a specified period of time.

15. **Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and/or academic responsibility for a program of GME. The sponsoring institution has the primary purpose of providing educational programs and/or health care services (e.g., a university, a medical school, a Hospital, a school of public health, a health department, a public health agency, an organized health care delivery system, a medical examiner's office, a consortium, an educational foundation).

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.

Appendix B

NOGA

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

ANTICIPATED Notice of State Grant Award

to

{contracted_party}

Grantee Name and Address:	Grant Title: **Emergency and Trauma Care Education Partnership Program**
{contracted_party} **{contractedPartyAddress}** **{contractedPartyCity}, {contractedPartyState}** **{contractedPartyZip}**	Amount of Award: **$ {total_$}**
	Division**: Workforce, Academic Affairs and Research**
	Term of Grant: **March 17, 2014– August 31, 2015**
	Payment Method: **50% upon execution; 50% after submission of Request for Funds by October 1, 2014.** The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Applications.

Authority: **Texas Education Code, Chapter 61, Subchapter HH, Texas Emergency and Trauma Care Education Partnership Program**

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 sixty (60) days unless otherwise agreed by THECB and Grantee.

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