



REQUEST FOR APPLICATIONS

TEXAS HIGHER EDUCATION COORDINATING BOARD

Nursing Innovation Grant Program

Best Practices

NOTICE OF INTENT DEADLINE: 5:00 PM C.T., March 16, 2012

INQUIRY DEADLINE: 5:00 PM C.T., April 6, 2012

APPLICATION DEADLINE: 5:00 PM C.T., April 20, 2012

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**NURSING INNOVATION GRANT PROGRAM
BEST PRACTICES**

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE: Nursing Innovation Grant Program (NIGP)

1.2 SYNOPSIS OF PROGRAM

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

This specific Request for Applications ("RFA") seeks to support eligible institutions and hospitals that would replicate a previous best practice that directly led to enrollment increases, greater retention rates and/or the availability of new nursing faculty and instructors in initial RN licensure programs.

1.3 PROGRAM AUTHORITY

Texas Education Code Section 63.202 (f) and (g), 19 Texas Administrative Code Sections 6.71-6.74.

1.4 POINT OF CONTACT

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

Ms. Chris Fowler
Telephone: 512/427-6217
FAX: 512/427-6168
Email: chris.fowler@theccb.state.tx.us

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

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

The Texas Higher Education Coordinating Board (THECB) anticipates a maximum of four grant awards ("Grant Award"). Each award will not exceed \$300,000 for the Grant Period.

2.2 GRANT PERIOD

The Grant Period ("Grant Period") is anticipated to be from September 1, 2012 to August 31, 2014

2.3 CALENDAR OF EVENTS

The application process for this RFA is anticipated to proceed according to the calendar below. The THECB reserves the right to revise this calendar or any portion of this RFA by published addendum.

Date	Events
January 30, 2012	RFA Posting Date

March 16, 2012	Notice of Intent Deadline
March 30, 2012	Notice of Intent Response from THECB
April 6, 2012	Inquiry Deadline
April 20, 2012	Application Deadline
July 26, 2012	THECB Announces Grant Awards
September 1, 2012	Grant Period Begins

3 ELIGIBILITY INFORMATION

3.1 ELIBIBLE APPLICANT

An Eligible Applicant (“Eligible Applicant” or “Applicant”) is a Texas public institution of higher education, private or independent institution of higher education, or hospital that offers a nursing program that prepares students for initial licensure as registered nurses or that offers a program that prepares qualified faculty to teach in a nursing program that prepares students for initial licensure as registered nurses.

3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

An Applicant may submit one Application.

4 NOTICE OF INTENT TO APPLY REQUIREMENT

Eligible Applicants **ARE REQUIRED** to submit a Notice of Intent to Apply on or before March 16, 2012 to the THECB as directed in Section 4.2. Submit the Intent to Apply by email to chris.fowler@theeb.state.tx.us.

4.1 SUBJECT LINE OF EMAIL

“Intent to Apply to the Best Practices RFA”

4.2 CONTENT OF EMAIL AND ANY ATTACHMENTS

The email shall include:

- the name of the Eligible Applicant;
- the name, address, telephone number and email address of the project director;
- a brief description of the proposed project. The maximum 500-word description should identify the major goals and strategies of the project, methods, anticipated outcomes, estimated cost of the project, and any partners. It should demonstrate that the Applicant and any institutional partners have the appropriate population and sufficient resources to replicate the “best practice” or shall justify the differences. Applicants that choose to replicate an “Other” best practice (as further described in Section 7 this RFA) must also attach evidence of the “best practice” from a peer-reviewed publication.

4.3 THECB RESPONSE

Based on the information included in the Notice of Intent to Apply, THECB will make the final determination as to whether or not the proposed project qualifies for the RFA. THECB will notify the project director at the Applicant via return email of the status of the Notice of Intent to Apply by March 30, 2012.

5 APPLICATION SUBMISSION

Applications must be submitted by the Applicant according to the guidelines in Section 10. Applications must be submitted to the Point of Contact, Chris Fowler, at chris.fowler@theccb.state.tx.us.

APPLICATIONS DUE: at 5:00 PM C.T, April 20, 2012

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

6 INQUIRIES

All inquiries shall be directed to Chris Fowler, Senior Program Director, at chris.fowler@theccb.state.tx.us. Applicant must not discuss an Application with any other THECB employee unless authorized by the Point of Contact. **Questions must be submitted in writing by email and received no later than 5:00 PM C.T., April 6, 2012.**

All responses by the THECB must be in writing in order to be binding. Any information deemed by the THECB to be important and of general interest or which modify 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. Receipt of all addenda, if any, to this RFA should be acknowledged by returning a signed copy of each addendum with the submitted Application.

7 ELIGIBLE PROJECTS

THECB seeks to support nursing programs that agree to replicate a previous "best practice" (referred hereafter as a "project") that directly led to enrollment increases, greater retention rates, and/or the availability of new nursing faculty/instructors in initial RN-licensure programs. The best practice will represent one of two previously funded NIGP projects or "Other" best practice as discussed below:

BSN Lab Mentors, a component of the grant *High Fidelity Clinical Simulation: A Regional Collaborative for Increasing Nursing Enrollment and Accelerating the Orientation of New Graduates* Through this project, a baccalaureate (BSN) and associate degree (ADN) program hired and trained BSN-prepared nurses to serve as lab mentors at a shared simulation center. In collaboration with course faculty, the lab mentors developed high-fidelity patient scenarios designed to meet specific course objectives across the curriculum. Lab mentors supervised students in simulation scenarios. The lab mentors' new role at the center allowed faculty to add more students, ultimately leading to a combined 30 percent enrollment increase in the initial licensure programs. **See Appendix A for the Replication Profile.**

Preparing Certified Clinical Instructors

Through this project, a community college with an ADN program hired BSN-prepared nurses, and in partnership with a neighboring university, prepared them to serve as clinical instructors. The BSN nurses were required to have at least three years of clinical experience and seven semester credit hours of graduate-level nursing course work in nursing education from the university. Once the educational requirements were met, the BSN nurses provided clinical instruction to ADN students in an experimental group. The master's-prepared faculty provided parallel clinical instruction to a control group. Results showed no differences in student outcomes for both groups. All students with BSN nurse instructors passed the national licensure exam on the first try. As an added

benefit, the BSN nurses continued to pursue their MSN-nurse educator degrees. **See Appendix B for the Replication Profile.**

"Other" Best Practice

The THECB will consider Applications to replicate other "best practices." To be considered under this RFA, the "best practice" shall have been:

- tested and produced outcomes that directly led to enrollment increases, greater retention rates, and/or the availability of new nursing faculty/instructors in initial RN-licensure programs; and
- presented in a peer-reviewed publication by a hospital or institution of higher education other than in a publication by the Eligible Applicant.

As indicated above in the "Note of Intent to Apply Requirements," Applicants shall submit evidence of the "best practice" to the THECB with the Notice of Intent to Apply, and the THECB will make the final determination as to whether or not the project qualifies for the RFA.

8 PROJECT REQUIREMENTS

8.1 ELIGIBLE PROJECT DIRECTOR

The project director is the principal researcher or educator responsible for the implementation and oversight of the project that is described in the Application. The project director shall be the dean or director of the nursing program of the Applicant or a full-time nursing faculty member of the Applicant. Tenured or tenure-track status is strongly recommended for any faculty member named as a project director from a public or private four-year university or a health-related institution. One additional co-project director may be named by the Applicant if the person has similar academic qualifications and status as the project director and shares responsibility for the project.

8.2 PROJECT LENGTH

The planning, implementation, and evaluation of the project must be completed within an anticipated 24-month period ending August 31, 2014.

8.3 PROJECT DESIGN ELEMENTS

The project design shall include:

- easily identifiable outcomes, results, or products during the course of the project that measure increases in the number of nursing students/faculty/instructors and/or graduates, and the quality and efficiency of the replicated project;
- costs associated with the project director(s) attending a minimum of five meetings in Austin during the two-year grant period. **See Appendix C for the Project Calendar of Events;** and
- participation in a cross-site evaluation conducted by the THECB. The Awarded Applicant will be required to report on common performance measures of funded projects through an online reporting portal that contains standard data entry and transmission instructions and reporting templates. An Awarded Applicant should budget a minimum of 10 percent of a staff member's time to the data reporting requirements for the cross-site evaluation.

8.4 FUNDING RESTRICTION

NIGP funds shall not be substituted for any other funds available to the Applicant or its partners, including those received through the Professional Nursing Shortage Reduction Program.

8.5 BUDGET AND COST RESTRICTIONS

8.5.1 Budget Restrictions. The Applicant may include all reasonable costs in the proposed project budget with a few exceptions. The *following kinds of costs shall not be included* in the proposed budget:

- capital equipment (as defined by the Applicant's guidelines) that exceeds 10 percent of the total NIGP budget;
- construction or remodeling of facilities;
- costs incurred prior to the grant award;
- financial assistance for students
- foreign travel;
- indirect costs;
- salaries or other stipends that are calculated at a higher pay rate than that which an individual (or similar position) normally receives. Costs for staffing must reflect instructional salaries of the eligible institution or hospital appropriate to the tasks that will be performed, and the length and time spent on the project; and
- travel not consistent with State of Texas guidelines.

8.5.2 Cost Restrictions. The Awarded Applicant may not charge any of these costs to the grant without prior approval from THECB:

- capital equipment not specifically *itemized* in the awarded Application;
- domestic travel not specifically *itemized* in the awarded Application;
- salaries and fringe benefits for positions other than those specifically identified in the awarded Application; and
- budget transfers across Budget Categories A, B, C, D, and E that exceed 15 percent of the total Grant Award during the Grant Period.

8.6 COST SHARING

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

8.7 PARTNERSHIPS

Applicants that report one or more nursing programs as a partner in the project may receive up to 15 points in the selection criteria. The partnership should be described in the Project Narrative and must be verified in a letter from the partner. The letter shall be submitted with the Application as an Attachment.

9 SELECTION CRITERIA

This NIGP RFA is competitive. It is designed to issue Grant Awards that provide the best overall value to the state. General selection criteria shall be based on: project quality as determined by reviewer criteria; cost of replicating the best practice; and other factors, including geographic representation, ability to replicate the project, and past performance on THECB grants.

Reviewers will use the following specific selection criteria in evaluating Applications submitted for this RFA: **See Appendix D for the Reviewer's Evaluation Form.**

Significance of educational project (20 points)

Resources to perform project (15 points)

Project design (20 points)

Cost sharing (5 points)

Cost effectiveness (25 points)

Evaluation and expected outcomes (30 points)

Partnerships (15 points)

10 APPLICATION FORMAT AND CONTENT

10.1 APPLICATION FORMAT

To complete the Application Forms, the Applicant will need Adobe Acrobat or Adobe Reader in version 7.0.5 or later.

The Application shall be submitted with signatures as two files in .PDF format. The first file shall contain Application Forms 1-8. The file name shall read as the Initials of the Applicant. Application.pdf (e.g., TXSU.Application.pdf). The second file shall contain the Transmittal Letter and any Additional Attachments to the Application. The file name shall read as the Initials of the Applicant.Letter.pdf (e.g., TXSU.Letter.pdf). The Transmittal Letter and any Additional Attachments must be typed in a font no smaller than 11 point and must be formatted and easily reproduced on 8½" X 11" paper.

See Appendix E for a sample Transmittal Letter and required Application Forms shown as Word documents. The .PDF version of the Application Forms varies slightly from the samples shown in this RFA.

10.2 TRANSMITTAL LETTER

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

The letter also must state, "The Application enclosed is binding and valid at the discretion of THECB for a period of sixty (90) days."

The Transmittal Letter must be signed by a person legally authorized to bind the Applicant.

10.3 COVER PAGE (Application Form 1)

The Cover Page provides summary information about the project and authorized signatures of the Applicant.

10.4 ABSTRACT (Application Form 2)

The Abstract identifies the best practice to be replicated, summarizes the goals, measurable objectives, methods for carrying out the project, and anticipated outcomes.

10.5 PROJECT NARRATIVE (Application Form 3)

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

10.5.1 Project Scope, Goals and Objectives

- Briefly describe the previous best practice and the problem that the project is designed to address.
- Estimate the number of people affected by the project. Explain how the project design would replicate the population of the previous best practice or justify the difference.
- Describe the specific goals and objectives of the project. They should replicate those of the original best practice with possible enhancements.
- Goals and objectives should be specific and identify what would be assessed and how objectives would be measured.

10.5.2 Institutional Readiness and Sources of Additional Support

- Briefly describe the Applicant's commitment and resources available to the project.
- Explain how the resources and staffing would replicate the resources of the best practice or justify the differences.
- Describe the role of any partner.
- Briefly describe how any local funds would be used to leverage Grant Award funds.

10.5.3 Qualifications of Key Personnel

- Identify the key personnel who would conduct the project and briefly list their qualifications.

10.5.4 Methodology

- Include enough information about previous research, methods, and techniques to validate the replication of the project design.
- Describe sources for data collection.
- Outline the general process for conducting the project. Refer to the **Timeline** for greater detail.

10.5.5 Evaluation Plan

- Describe how the project would be evaluated. The plan should:
 - have a formative and summative component;
 - include input and feedback from relevant stakeholders and a mechanism by which feedback is used to improve the project;
 - include outcome data on the performance of project participants;
 - have sufficient staffing to ensure that data for the local and cross-site evaluations are properly collected and reported;
 - follow Family Educational Rights and Privacy Act (FERPA) laws;

- have a comparative analysis of a similar population this is not participating in the project; and
- have funds specifically earmarked for evaluation in the project budget (including, as discussed in the Section 8.3, that a minimum of 10 percent of a staff member's time is to be budgeted to data reporting requirements for the cross-site evaluation).
- Identify key performance measures that allow for qualitative and quantitative assessment. Refer to the **Local Performance Measures and Outcomes** for greater detail.
- Explain how the outcomes will be used to assess the project's effectiveness.
- Describe how project outcomes would be made public (including how outcomes will be FERPA-compliant and reported pursuant to THECB's prior written consent thereto).

10.5.6 Sustainability

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

10.6 TIMELINE (Application Form 4)

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

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

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

- significant hires;
- major capital equipment purchases;
- project approval by the Institutional Review Board and any regulatory body; and
- signed contract with any compensated partner.

10.7 BUDGET SUMMARY (Application Form 5)

THECB shall negotiate a final budget with each Awarded Applicant(s).

Applicant should review Sections 8.4 – 8.6 of this RFA before completing this form.

All totals should represent costs for the anticipated 24-month period from September 1, 2012 to August 31, 2014:

- *Personnel* – salaries of employees at the Applicant only. Salaries of employees at partners should be reported under Other Direct Costs.
- *Personnel Travel* – domestic travel costs for employees of the Applicant only.
- *Capital Equipment* – costs for "capital equipment" as defined by the Applicant's guidelines and intended for the use only by the Applicant or partner entity.
- *Participant Costs* – costs relating to students, health practitioners, patients, or members of the general public who are beneficiaries of, or research subjects of the project.
- *Other Direct Costs* – all other costs, including those for partners who act as subcontractors.
- *Cost-sharing* – cash contributions dedicated to the project from an external entity.

10.8 BUDGET DETAIL (Application Form 6)

The **Budget Detail**, limited to two pages, must explain proposed costs of the project.

Under a budget category, each box should represent a major cost. The text in each box should describe briefly the cost and its function or importance, and explain how the cost was calculated.

Reporting formats:

- *Personnel* – salaries and fringe benefits for specific employees (e.g., project director’s salary) or categories of employees (support staff salaries).
- *Personnel Travel* – itemized by specific trip (e.g., 2014 professional conference in Boston) or category of travel (e.g., quarterly grantee meetings in Austin).
- *Capital Equipment* – may be itemized separately or bundled in multiple purchases of the same item (e.g., 1 simulation manikin or 20 laptop computers).
- *Participant Costs* – may be itemized by type of participant or category of cost.
- *Other Direct Costs* – all other costs, including those for partners who act as subcontractors. Subcontracted costs must be itemized by subcontractor.
- The sum of the two-year direct cost totals shall equal the sum on the **Budget Summary**.
- *Cost sharing* – shall be itemized by source of funding and supported by a letter in an Attachment, verifying the amount.

10.9 LOCAL EVALUATION PLAN (Application Form 7)

The Plan, limited to three pages, describes how the goals and activities/strategies of the project will be evaluated. Each page should represent one of a maximum of three goals that are identified in the **Project Narrative**. A maximum of two activities/strategies may be included under each goal.

Definitions:

- *Goals* – the most significant and overarching achievements anticipated from the project. The project may have more than three goals described in the **Project Narrative**, but the Plan should include only a maximum of three of those goals.
- *Activity/Strategy* – the most significant tasks or practices needed to achieve a particular goal. The project may have more than two activities under each goal, but the Plan should include only a maximum of two activities/strategies that are most significant to reaching the goal.
- *Outputs* – the number of objects or participants involved in these activities.
- *Expected Outcomes* – the impact on the participants/institutions/stakeholders that indicates whether or not the goal has been met.
- *Measures/Indicators of Success* – the qualitative or quantitative evidence that indicates success or failure.
- *Persons from or About Whom Data are Being Collected* – in the context of this RFA, they would most likely be students or faculty.
- *Methods for Collecting Data* – the way in which evidence/data are collected.

10.10 LOCAL PERFORMANCE MEASURES AND OUTCOMES (Application Form 8)

This form, limited to two pages, projects outcomes of key performance measures that are tied to the project’s goals and are described in the **Project Narrative**. (Applicants will submit a maximum of four performance measures for each goal and proposed outcomes for each performance measure; Awarded Applicants will report actual outcomes for these performance measures in their interim and final reports, which are further discussed in Section 11.25 of this RFA).

Definitions:

- *Goals* – the most significant achievements anticipated from the project. They should be identical to the goals described in the **Project Narrative** and **Local Evaluation Plan**.
- *Baseline* – the measure of the population at the beginning of the project.
- *Outcomes* – the baseline measure plus the increase or decrease to the population, depending upon the performance measure and goal.
- Examples of Local Performance Measures:

Student /Faculty/Instructor Participation:

Number of students admitted to the program(s)

Number of BSN-prepared instructors teaching clinical courses

Student /Faculty/Instructor Success:

Number of students progressing from the first year to the second year

% of students passing clinical courses

% of faculty/instructors passing tutorials and practical exams

Number of graduates

Graduation rate

Excellence (including efficiency and quality):

Number of BSN-prepared mentors used as simulation instructors

Average faculty time spent in classroom/clinical teaching

% of faculty who are "satisfied" or "highly satisfied" with student outcomes

Student/instructor competency evaluation

% of students who perceive themselves as "confident" or "very confident" in their clinical skills

10.11 ADDITIONAL ATTACHMENTS

Any of the following Additional Attachments should be submitted (as applicable) with the Transmittal Letter as a single .PDF file:

- Letter from partner, describing its role in the project (mandatory to receive credit in the evaluation process);
- Letter from benefactor, verifying cost sharing (mandatory to receive credit in the evaluation process);
- Documentation of best practice (to the extent project will replicate "Other" best practice as discussed under the Section 7 of this RFA); and
- Flow chart or organizational chart of project.

11 PROVISIONS AND ASSURANCES

11.1 COST OF APPLICATION PREPARATION

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

11.2 APPLICATION DELIVERY AND LATE APPLICATIONS

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

11.2.2 Applications shall be considered to be "on time" if they are received on or before the established deadline date and time. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadline outlined in Section 2.3. 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 request may result in Applicant losing the opportunity to receive a Grant Award. A late Application, regardless of circumstances, may not be evaluated or considered for a Grant Award.

11.3 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 Grant Award 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.

11.4 PAYMENT TERMS

Payments shall be provided on a cost reimbursement basis. Awarded Applicant will submit expenditure reports on March 8, 2013, September 6, 2013, and March 7, 2014. The final expenditure report is due on November 7, 2014. Payment shall be based upon actual expenditures to the project, up to the amount provided by the Grant Award. All grant funds must be encumbered by the end of the Grant Period and expended by October 31, 2014.

The second year of grant funding will be contingent upon the Awarded Applicant using grant funds appropriately and meeting deadlines and producing expected outcomes, results, or products in the first year of the Grant Period.

11.5 INDIRECT COSTS PROHIBITION

No Indirect Costs are allowed under this Grant Award.

11.6 SUPPLANTING PROHIBITION

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

11.7 CARRYOVER FUNDS

At the THECB's discretion, unencumbered funds from the Grant Award may carry over from the first year to the second year of the Grant Period.

11.8 GRANT EXTENSION

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

11.9 GRANT AWARD

11.9.1 A Grant Award will be negotiated with those institutions/organizations that are selected through the evaluation process to have successful Applications. Submission of an Application confers no rights on Applicant to a Grant Award, if there is one. The issuance of this RFA does not guarantee that a Grant Award will ever be issued. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Grant Award 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 from Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an Application.

11.9.2 Upon issuance of a Grant Award resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant'. Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the term 'Grant Award.'

11.10 PROPRIETARY INFORMATION

During the performance of the program implemented under a Grant Award 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 and/or a public school district. These data shall be handled in a method that concurs with FERPA.

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.

11.11 RELEASE OF INFORMATION BY AWARDED APPLICANT

11.11.1 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 Grant Award.

11.11.2 Awarded Applicant agrees to notify and seek prior written consent from THECB Point of Contact prior to releasing any information to the news media regarding the activities being conducted under the Grant Award resulting from this RFA.

11.12 RELEASE OF APPLICATION INFORMATION BY THECB

11.12.1 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 Texas Attorney General.

11.12.2 All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon issuance of the Grant Award, all information submitted with Applicant's Application becomes public record. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable. Any proprietary information 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. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

11.12.3 If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those sections will be deemed non-proprietary and made available upon public request after the Grant Award is issued. The production of any material under the Grant Award shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

11.13 NONCOMPLIANCE

As consistent with applicable law, the THECB may revoke Awarded Applicant's participation in the program, and terminate the Grant Award, as outlined under Section 11.14 of this RFA, based on the following factors:

11.13.1 Noncompliance with requirements and assurances outlined in the RFA and/or the provisions of this Section.

11.13.2 Lack of program success as evidenced by reports and program data.

11.13.3 Failure to meet performance standards specified in the RFA.

11.13.4 Failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program.

11.14 AMENDMENT AND TERMINATION

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

11.14.2 THECB Right to Terminate for Cause: As consistent with applicable law, THECB may terminate the Grant Award, 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. Any instance of non-compliance shall constitute a material breach. THECB may 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 Grant Award, THECB may exercise any and all right as may be available to it by law or in equity.

11.14.3 Interpretation. As consistent with applicable law, the Grant Award may be terminated in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of the Grant Award 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 Grant Award 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 Grant Award, 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 Grant Award throughout the Grant 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.

11.14.4 Effect of Termination. As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue its work on the project (unless the notice directs otherwise), and shall deliver or otherwise make available to THECB, a summary of work products developed by Awarded Applicant under the Grant Award, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Grant Award, as well as Grant Award provisions regarding confidentiality, records retention, and right to audit shall survive the termination of the Grant Award for any reason whatsoever and shall remain in full force and effect. THECB shall be liable to Awarded Applicant for that portion of the project authorized by THECB which has 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 Grant Award requirements.

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

11.15 NOTICE

Any notice or written communication between the parties shall be considered delivered when emailed or 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 Grant Award shall be considered to be delivered when received.

11.16 ASSIGNMENT OR SUBCONTRACTING

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

11.17 LIABILITY AND INDEMNIFICATION

11.17.1 LIABILITY

11.17.1.1 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 Grant Award, or of any cause of action arising out of the performance of the project required by the Grant Award.

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

11.17.1.3 Sovereign Immunity. THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Grant Award between THECB and Awarded Applicant, or any subsequent change order, amendment, or other Grant Award 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.

11.17.2 INDEMNIFICATION: 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 Grant Award, 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.

11.17.3 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 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 Grant Award and has lawfully acquired all such licenses, patents, and permits.

11.17.4 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.

11.18 OWNERSHIP OF WORK

11.18.1 All work product generated as a result of this Grant Award, including but not limited to all information, materials, products, research, reports, studies, statistical analyses, work papers, approaches, designs, deliverables, systems, documentation, methodologies, concepts, research materials, data, photos, software, intellectual property or other property produced or generated in connection with the Grant Award, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the Grant Award. All such work product shall be delivered to THECB by Awarded Applicant upon completion, termination, or cancellation of the Grant Award. All property rights, including publication rights, hereunder shall be retained by THECB, and Awarded Applicant shall assert no right in law or equity to such work product. THECB shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Awarded Applicant shall ensure that this provision, "Ownership," is contained in any subcontract Awarded Applicant is authorized by THECB to award. Awarded Applicant may, at its own expense, keep copies of all its writing for its personal files. Awarded Applicant shall not use, willingly allow, or cause to have such work product used for any purpose other than the performance of Awarded Applicant's obligations under the Grant Award without the prior written consent of THECB; provided, however, that Awarded Applicant shall be allowed to use non-confidential materials for writing samples in pursuit of work.

Notwithstanding the above, THECB hereby grants a non-exclusive, nontransferable, non-assignable license to Awarded Applicant and its faculty associated with the project to use the project work products under this Grant Award for educational purposes consistent with Awarded Applicant's educational mission, including publication of scholarly works. This license is revocable by THECB at any time and for any reason or no reason at all. The license rights do not excuse Awarded Applicant from compliance with applicable requirement of any federal or state laws, rules, or regulations that apply to this license for this purpose from THECB. Each research product produced pursuant to this license through use of the project work under this Grant Award shall contain a disclaimer that clearly states that the conclusions of the research or other producer are not necessarily those of the THECB or the State of Texas. The parties may jointly waive this requirement in writing for any individual project.

11.18.2 Upon any request by THECB for the remittance of any work papers or work product, Awarded Applicant shall immediately remit such work papers or work product. Any failure to immediately remit such work papers or work product shall be considered a breach of the Grant Award.

11.18.3 Awarded Applicant shall indemnify and hold harmless THECB and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees), arising out of or in any way connected with any claim that the project performed by Awarded Applicant infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by THECB.

11.19 SEVERABILITY AND STRICT PERFORMANCE

The invalidity, illegality, or unenforceability of any provisions of the Grant Award 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. Neither THECB's review, approval, acceptance of, nor payment for any of the project provided in the Grant Award shall be construed to operate as a waiver of any rights under the Grant Award, or of any cause of action arising out of the performance of the services required by the Grant Award.

11.20 CONFLICTING RFA LANGUAGE

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

11.21 MONITORING

Throughout the effective period of a Grant Award resulting from this RFA, all work products shall be subject to inspection and test by authorized THECB representatives as allowable by applicable laws.

11.22 AUDIT AND ACCESS TO RECORDS

11.22.1 Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Grant Award 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 the THECB 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.

11.22.2 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 Grant Award. 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 Grant

Award 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 Grant Award, 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 Grant Award. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

11.22.3 As consistent with applicable law, 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 Grant Award. 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" section shall constitute a material breach of the Grant Award.

11.23 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 cost reimbursement billings.

11.24 NON-APPROPRIATION OF FUNDS

As consistent with applicable law, the Grant Award may be terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Grant 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 Grant Award 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 Grant Period.

11.25 REPORTING REQUIREMENTS

11.25.1 Awarded Applicant shall be required to complete project evaluations for a project funded as a result of this RFA. Awarded Applicant shall participate in a cross-site evaluation. THECB shall provide templates for reporting and the THECB evaluation staff shall provide standard data entry and transmission instructions and program evaluation templates as required under this RFA.

11.25.2 The Awarded Applicant shall submit two written project reports as specified by the THECB: an 11-month interim report due on August 16, 2013 and a final narrative report due on October 17, 2014.

11.25.3 The Awarded Applicant shall submit four financial expenditure reports as specified by the THECB: six-month reports due on March 8, 2013; September 6, 2013; and March 7, 2014; and a final expenditure report due on November 7, 2014.

11.26 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the following pages are applicable to all grants, cooperative agreements, contracts and other financial assistance arrangements executed between state agencies, local governments and any other subrecipient 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> .

11.27 APPLICABLE LAW AND VENUE

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

11.28 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations 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.

11.29 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 accomplish the project. Awarded Applicant shall provide to THECB prior written notice of any proposed change in key personnel involved in accomplishing the Grant Award. No substitutions of key personnel will be made without the prior written consent of THECB. All requested substitutes must be submitted to THECB, together with the information about the substitute's qualifications. The key personnel that will be assigned to work on the Grant Award are considered to be essential to the accomplishing the project.

11.30 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Grant Award 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 Grant Award and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Grant Award and THECB shall have the right to terminate the Grant Award for cause. Awarded Applicant shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

11.31 TIME AND EFFORT RECORDKEEPING

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified.

11.32 FORMS, ASSURANCES, AND REPORTS

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

11.33 FAMILY CODE APPLICABILITY

By accepting the Grant Award, Awarded Applicant, if other than a state agency or a non-profit, certifies that under Section 231.1006, Family Code, that Awarded Applicant is not ineligible to receive payment under this Grant and acknowledges that this Grant Award may be terminated (consistent with OMB Circular A-102) and reimbursement may be withheld if this certification is inaccurate. Coordinating Board reserves the right to terminate this Grant if Awarded Applicant is found to be ineligible to receive payment. If Awarded Applicant is found to be ineligible to receive payment, and the Grant is terminated, Awarded Applicant is liable to the THECB for attorney's fees, the costs necessary to complete the Grant, including the costs of advertising and awarding a second Grant, and any other damages or relief provided by law or equity.

11.34 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 Excluded Parties List System (EPLS, <http://www.epls.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.epls.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

REPLICATION PROFILE: BSN LAB MENTORS

Supported by a Texas Higher Education Coordinating Board Nursing Innovative Grant, the North Central Texas Health Care Consortium (NCTHCC), a partnership of Midwestern State University (MSU), Vernon College (VC), and United Regional Hospital, developed a Regional Simulation Center (RCS) in January of 2005. The primary goal of the project was to increase the number of students admitted to clinical courses in the partnering ADN and BSN programs. In addition, the project was designed to evaluate the effectiveness of participation in scenario-based simulation on students' perceived clinical competence, as well as student graduating GPAs and their success on exit examinations.

In order to increase the number of students admitted to the two nursing programs, responsibility for providing competency education and validation was transferred from Master's or Doctoral prepared faculty to the RSC staff. The staff included one MSN-prepared director and 4 BSN-prepared lab mentors with strong clinical skills. Given the shortage of MSN and doctoral prepared nursing faculty, the hiring of BSN staff expanded the clinical supervision available for student instruction and supported the increase in admissions.

As part of their orientation, the lab mentors received specific instruction regarding clinical teaching, using high fidelity patient simulation. Faculty worked with the RSC lab mentors to develop simulation scenarios congruent with course objectives; however, the RSC staff was responsible for developing the specific simulation, supervising the student experience and providing debriefing support at the end of the learning experience. As appropriate for the particular clinical course, the simulation scenarios were substituted for some direct faculty-supervised clinical experience. Simulation experience varied from 50% of the clinical time of a course (Fundamentals) to 10-20% of the clinical portion of more advanced clinical courses.

Use of BSN-prepared lab mentors allows scenario-based simulation to be integrated into the student experience at a depth not possible when faculty members are totally responsible for assisting students in high/moderate fidelity simulation. Since scenario-based simulation gives students an opportunity to integrate clinical decision-making skills into the development of psychomotor skills in a safe environment, the addition of the lab mentors can be a major advantage for both students and faculty. However, it is important that the roles and responsibilities of the lab mentors in relation to the curriculum and faculty, as well as the communication patterns among faculty, lab mentors, and students be clear.

NCTHCC faculty and lab mentors found that the development of scenarios was not an intuitive process. Questions that can focus thinking about a scenario include:

- What patient care scenario(s) do students at this level need to experience?
- What learning objectives should students accomplish?
- Which intervention/actions should students perform?
- How should the "patient's" condition change over the course of the scenario? For example, which vital signs or monitor settings change during the scenario? Which change on their own?) Which change is based on student action? How do they change?
- What is the expected outcome for the "patient" and students? Does the patient improve based on certain action(s)? If so, which action(s) trigger improvement? If the expected outcome is not achieved within a certain time, should a trend be triggered to indicate the patient's decline?
- What do you want reinforced during debriefing?

To insure that all developers were on the same page, the NCTHCC faculty and staff used a template to assist in the scenario developmental process. Initial ideas for scenarios may be drawn from faculty/lab mentor's professional experiences, high missed test questions, and identified gaps in students' knowledge. Some pre-packaged scenarios are also available for purchase. Table A outlines a template which may provide assistance in scenario development

Table A: Scenario-development Template

Development Component	Definitions	Examples/Information
Objectives for Student Preparation	What do the students need to prepare for prior to coming for the scenario activity?	Assignments may include reading text-books, pharmacology information, journal articles, or other "at home" activities related to: Drug information Signs/symptoms/pathophysiology Standard nursing patient of patient conditions Potential complications Ethical dilemmas
Scenario-Report	Development of info Lab mentor will provide to learner prior to beginning the scenario	Examples of information to be given in report include: Current patient condition (assessment findings) Pertinent patient history, Medication/treatment orders Lab values EKG reports X-ray reports Students typically participate in scenarios in teams of 4. The lab mentor provides role assignments during report (direct care givers, charge nurse, recorder,). In some circumstances, each student may implement specific identified skills. As the scenario changes, the roles of students in the team may change.
Learner Objectives for scenario?	What are the overall learning objectives for this experience	Example: Provide patient care, including assessment and evaluation, for a patient admitted to the hospital with an acute MI.
Interventions/Action Prompts	A list of what learners should do to successfully care for patients	Faculty provide notes/references to lab mentors to insure that actions are performed correctly and an evidence based rationale is available.
Manikin Change	Description describing patient changes as scenario progresses	Developers fill out a table, organized by body systems: Assessment findings Vital Signs Vocal complaints, as patient condition changes

		These factors may change depending on learner actions or passage of time
Debriefing Objectives/Activities	Expectations of student learning during the Debriefing session	<p>Debriefing activities may include:</p> <p>Student Documentation, which may stimulation further discussion, lessons learned or personal anecdotes.</p> <p>Discussion of discharge planning, patient education, dietary considerations, or interdisciplinary care</p> <p>Presentation of summaries from current research/guidelines</p> <p>Helpful visuals or other reinforcement exercises</p> <p>Any additional activities that may be performed in the lab</p>

Outcome of Project

At the time of the implementation of the project, both schools admitted students only during the fall semester. The fall prior to implementation of the RSC in January, 2005, MSU admitted 106 students; Vernon, 57 students. In the fall of 2005, MSU admitted 36 additional students (a 34% increase) and VC admitted an additional 8 students (a 14% increase). In the fall of 2006, MSU admitted an addition 13 students (13% increases) and VC, an additional 8 students. In total, both schools admitted an additional 57 students, meeting the admission goal of the project.

Opportunities for Replication

Nursing programs interested in replicating this project may use clinically strong BSN nurses prepared to develop and implement scenario-based high and moderate fidelity simulation for competency education and validation of ADN and/or BSN students. The use of the model of staffing simulation activities should support an increase in admission of students into nursing programs.

For more information regarding the NCTHCC project, contact Susan Sportsman at S.Sportsman@elsevier.com or see:

Sportsman, S., Shumacker, R., & Hamilton, P. The Impact of Scenario-based High Fidelity Patient Simulation on Academic Metrics of Student Success. Accepted by *Nursing Education Perspectives*, January, 2009.

Sportsman, S., Bolton, C., Bradshaw, P., Close, D., Lee, M., Townley, N., & Watson, M. (2009) A Regional Simulation Partnership: A Collaboration to Improve Student and Staff Competency. *Journal of Continuing Nursing Education*. February. 40 (2).67-73.

Reference

Lauchner, K., Newman, M., & Britt, R. (2006) Predicting licensure success with a computerized comprehensive nursing Exam: The HESI exit exam. *CIN: Computers, Informatics, Nursing*. 24. May/June. <http://www.cinjournal.com/pt/re/cin/fulltext.00024665-200605001-00002.htm> Retrieved: July, 2008.

APPENDIX B

REPLICATION PROFILE: PREPARING CERTIFIED CLINICAL INSTRUCTORS

Beginning in January 2008, with the approval of the Board of Nursing and a grant from the Coordinating Board, Victoria College set forth to address the nursing shortage at its most problematic core: the shortage of clinical faculty. With the help of our partners, four baccalaureate-prepared (BSN) RNs with at least three years of clinical experience were identified and undertook the job of taking seven credit hours of graduate-level nursing courses in Nursing Education. One 3 hour course, *Principles of Teaching and Learning in Nursing*, presented an overview of education and theories and principles of teaching and learning related to nursing education. The 4 hour course, *Practicum in Teaching in Nursing*, included practice in the use and evaluation of communication techniques and technology in various nursing educational settings. For this practicum course, the BSN-prepared nurse, referred to as a Certified Clinical Instructor (CCI), was paired with an experienced master's prepared (MSN) professor from Victoria College in the clinical setting. This provided content but also a method for direct mentoring from the ADN clinical faculty member. The exchange of ideas on the uniqueness of nursing education was explored in a clinical setting with ADN students.

During summer 2008, 30 licensed vocational nurses (LVNs) entered the ADN bridge program. All 30 received the same theory instruction. Twenty were assigned a clinical course with a CCI (the experimental group) and 10 were assigned a clinical course with a MSN clinical instructor (the control group). The CCIs had a MSN faculty member serve as a mentor to both groups.

In fall 2008, all summer bridge students entered RNSG 2514 and 2462 (Level III). They were randomly assigned clinical groups with generic Level III students but continued with either CCI or MSN instruction. These groups of both generic and bridge students continued through Level IV until graduation with all clinical instruction being given by either CCIs (experimental group) or MSNs (control group).

At the completion of each semester, comparisons in student outcomes were made between course grades, clinical grades, and ATI (Assessment Technologies Incorporated) scores. During each level, two ATI tests were given. The scores of the two groups were compared every semester and no significant differences were found. Ultimately, the two groups were compared on their first-time NCLEX-RN pass rate. All students in both groups passed on their first attempt.

At the end of each semester, course theory and clinical grades were compared. This ultimately led to the graduation rate of the groups which we compared. All graduation percentages were based on completion in the minimum amount of time. The CCI group had an on-time 74% graduation rate and the MSN group had an on-time 84% graduation rate. ("On-time" is defined as the exact time designated on the degree plan.) The CCIs had more LVNs in their groups than the MSNs. No significant difference in passing grades and subsequent on-time graduation rates were seen with generic students. On the MSN and CCI generic groups, 94% of the CCI group and 95% of the MSN group graduated in the exact time designated by the degree plan. The CCIs had a larger number of LVN bridge students (n=19) than the MSNs (n=10). Traditionally, Victoria College's bridge students do not have as high an "on-time" graduation rate as the College's generic students. They tend to enter with slightly lower GPAs and work long hours as LVNs. The on-time graduation rate for LVNs with CCIs was 58% and the graduation rate for LVNs with MSNs was 60%. See chart.

Type of Student	Students in the Study	Students who Graduated	% of Students who graduated	Total
Experimental				
CCI-LVN Bridge	19	11	58%	74%
CCI-Generic	16	15	94%	
Control				
MSN-Bridge	10	6	60%	84%
MSN-Generic	22	21	95%	
Total	67	53		79%

A side benefit of this grant has been that all four CCIs have continued pursuing their MSN degrees. The academic environment and encouragement has assisted with this effort. The CCIs and MSN instructors were evaluated by the student at the end of each semester. The evaluations of clinical instruction were favorable to both the CCIs and the MSN clinical instructors. We received no complaints, verbal or written, for any students in the control or experimental groups, clinical facilities or other ADN instructors.

Currently, a master's degree in nursing or a master's in a related field with at least six graduate nursing credits is required of RNs to be eligible to serve as clinical instructors. The number of RNs in Texas with a master's degree or above is 18,346 and the number of RNs with a bachelor's degree or above is 90,071. This concept, if implemented on a statewide basis, would have the ability to increase the enrollment capacities of nursing schools by increasing the pool of clinical instructors. This can have a very positive effect on increasing the number of RNs in Texas, while maintaining high patient care standards.

The graduate courses that the BSN completed were vital to this project. Preceptors are currently being used for clinical instruction in other colleges. These CCIs were in clinical agencies where Victoria College MSN faculty were also present and available for collaboration. The CCIs attended weekly level meetings, participated in inter-rater reliability grading of varied clinical assignments, etc.

All 53 students in both the experimental and control groups pass the NCLEX-RN on their first attempt. All 53 are currently employed and many in both groups are continuing their education. Twenty-six of the 53 graduates were given their clinical instruction by CCIs. Using CCIs assisted in relieving the nursing shortage.

Future Work

- Replication studies to increase the number of subjects would be worthwhile.
- Because of the unique characteristics of LVNs and generic students, each type of student should have its own separate study.

For more information regarding the project, including additional comparative statistics on attrition, course grades, ATI scores, and clinical evaluations, contact Alison Hewig, program chairwoman of the ADN program, at alison.hewig@victoriacollege.edu

APPENDIX C
PROJECT CALENDAR OF EVENTS

January 30, 2012	RFA Posting Date
March 16, 2012	Notice of Intent Deadline
March 30, 2012	Notice of Intent Response from THECB
April 6, 2012	Inquiry Deadline
April 20, 2012	Application Deadline
July 26, 2012	THECB Announces Grant Awards
September 1, 2012	Grant Period Begins
September 14, 2012	Awarded Applicants Have First Meeting in Austin
March 8, 2013	First Expenditure Report is Due to THECB
March 2013	Awarded Applicants Have Second Meeting in Austin
August 16, 2013	Interim Project Report Is Due to THECB
September 6, 2013	Second Expenditure Report is Due to THECB
September 2013	Awarded Applicants Have Third Meeting in Austin
March 7, 2014	Third Expenditure Report is Due to THECB
March 2014	Awarded Applicants Have Fourth Meeting in Austin
August 31, 2014	Grant Period Ends. All Grant Funds Must be Encumbered
August 2014	Awarded Applicants Have Final Meeting in Austin
October 17, 2014	Final Project Report is Due to THECB
October 31, 2014	All Grant Funds Must be Expended
November 7, 2014	Final Expenditure Report is Due to THECB

APPENDIX D
REVIEWER'S EVALUATION FORM

NIGP Evaluation Form	Project #	Reviewer #
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<i>PART A - Proposal Scoring</i>	Max. Points	Actual Points
<p>Significance of educational project.</p> <ul style="list-style-type: none"> • How relevant and timely is this project to the state's goals for increasing the number of nurse graduates? (2) • Will the project advance an important best practice in nursing education? (10) • How many people will benefit directly from the project? (8) 	20	
<p>Resources to perform project.</p> <ul style="list-style-type: none"> • What are the professional credentials and experience of the project's key personnel? (5) • What new personnel, equipment, and facility resources are needed for the project? What existing resources can be used? (4) • Will the project leverage resources from other institutions and organizations? (3) • Do any partners demonstrate effectiveness in conducting similar educational projects? (3) 	15	
<p>Project design.</p> <ul style="list-style-type: none"> • How well does the project replicate the "best practice"? Do any enhancements advance the state's goals to increase the number of nurse graduates? (6) • Is it a discrete project that can be completed within the grant period? (2) • Are the goals and objectives realistic? (3) • How well has the applicant described the project's development? (5) • Does the sustainability plan provide sufficient evidence that the project would continue after the grant ends? (4) 	20	
<p>Cost sharing.</p> <ul style="list-style-type: none"> • Please include the Coordinating Board's score in your <i>Total Points</i> calculation. 	5	
<p>Cost effectiveness.</p> <ul style="list-style-type: none"> • How appropriate are the chosen equipment, staffing, and service providers for the project, given the cost of the project? (7) • Is the budget realistic? (6) • Does the project make effective use of research and products established by the previous "best practice"? (12) 	25	

<p>Evaluation and expected outcomes.</p> <ul style="list-style-type: none"> • How well has the applicant described the methodology for evaluation? (6) • Are the performance measures appropriately aligned to the project’s goals? (6) • Are the expected outcomes realistic? (4) • How well do the expected outcomes impact the state goals for increasing the number of nurse graduates? (6) • Does the evaluation include input from relevant stakeholders (e.g., students, faculty, employers, etc.)? (1) • Is there a mechanism in place to use feedback to improve the project’s services? (1) • Are outcomes data on the performance of project participants being collected? (1) • Is there sufficient staffing to ensure that cross-site data are properly collected? (1) • Does the plan demonstrate that FERPA rules will be followed? (1) • Are plans in place to collect appropriate identifying information from participants? (1) • Does the evaluation design include a comparative analysis to a similar population that is not participating in the project? (1) • Are there funds specifically earmarked for evaluation in the project budget? (1) 	30	
<p>Partnerships</p> <ul style="list-style-type: none"> • Is the project to be replicated or shared by multiple nursing programs within Texas? (15) 	15	
<p>TOTAL POINTS</p>	130	
<p><i>PART B – Preliminary Rating</i></p> <p>___ Fund Priority 1: 117-130 Total Points</p> <p>___ Fund Priority 2: 103-116 Total Points</p> <p>___ Fund Priority 3: 0-102 Total Points</p>	<p><i>PART D – Final Ranking</i></p> <p>Rank proposals among all proposals identified as "Fund Priority 1" (1 = highest priority for funding)</p> <div style="border: 1px solid black; width: 150px; height: 80px; margin-left: auto; margin-right: auto;"></div>	
<p><i>Part C – Budget Revision</i></p> <p>Revise Budget to \$_____</p> <p><i>Please explain revision on back under "Cost Effectiveness."</i></p>		

APPENDIX E
TRANSMITTAL LETTER AND APPLICATION FORMS

SAMPLE TRANSMITTAL LETTER

(Applicant's Letterhead)

(Date)

Chris Fowler, Senior Program Director
Texas Higher Education Coordinating Board
Academic Affairs and Research Division
1200 E. Anderson Lane
Austin, Texas 78752

Dear Ms. Fowler:

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

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

Sincerely,

(Name of Authorized Applicant Representative)

(Authorized Applicant Representative's Position)

Nursing Innovation Grant Program

Cover Page (Word Version)

Applicant:

Project Title:

Major Partners:

Proposed Funding	Total amount requested for two-year period ending 8/31/2014	
NIGP \$	\$	
Cost Sharing \$	Funding Request (9/1/2012-8/31/2013)	Funding Request (9/1/2013-8/31/2014)
Total \$	\$	\$

Project Director's Name (typed): Phone: FAX: E-Mail Address: Mailing Address: <hr/> Project Director Signature	Co-Project Director's Name (from same institution): Phone: FAX: E-Mail Address: Mailing Address: <hr/> Co-Project Director Signature
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Contact Person's Name and Title at Office of Sponsored Projects (typed):

Phone/Email: Mailing Address:

Authorized Institutional Representative's Name and Title (typed):

I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I further certify that if program funds are awarded, this institution accepts the obligation to comply with terms and conditions set by the Texas Higher Education Coordinating Board.

 Authorized Institutional Representative Signature

 Date

**Nursing Innovation Grant Program
Project Abstract (Word Version)**

Applicant and Project Title:

Keyword Description (max. 5 words or phrases):

Abstract:

**Nursing Innovation Grant Program
Project Narrative (Word Version)**

Applicant and Project Title:

(Start text here.)

**Nursing Innovation Grant Program
Timeline (Word Version)**

Applicant and Project Title:

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

(Timeline continued)

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

**Nursing Innovation Grant Program
Budget Summary (Word Version)**

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

**Nursing Innovation Grant Program
Budget Detail (Word Version)**

Applicant and Project Title:		
Budget Detail By Category	Year 1	Year 2
A. Personnel		
•	\$	\$
•	\$	\$
•	\$	\$
•	\$	\$
<i>Personnel Total</i>		\$
B. Personnel Travel		
•	\$	\$
•	\$	\$
<i>Personnel Travel Total</i>		\$
C. Capital Equipment		
•	\$	\$
<i>Capital Equipment Total</i>		\$

Budget Detail By Category	Year 1	Year 2
D. Participant Costs		
•	\$	\$
•	\$	\$
<i>Participant Costs Total</i>	\$	\$
E. Other Direct Costs		
•	\$	\$
•	\$	\$
•	\$	\$
•	\$	\$
<i>Other Direct Costs Total</i>	\$	\$
F. Total Direct Costs	\$	\$
G. Cost Sharing	\$	\$
•	\$	\$
•	\$	\$
•	\$	\$
Total Funding For Grant Project	\$	\$

**Nursing Innovation Grant Program
Local Evaluation Plan (Word Version)**

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

Nursing Innovation Grant Program

Local Performance Measures and Outcomes (Word Version)

Applicant and Project Title:			
Goal and Performance Measures	Baseline	Year 1 Outcomes <i>Proposed : Actual</i>	Year 2 Outcomes <i>Proposed : Actual</i>
Examples:			
Goal X: Increase the number of students enrolled and persisting in the degree program.			
No. of students enrolled	100	<i>110:</i>	<i>135:</i>
No. of students persisting to Year 2 of the degree plan	70	<i>80:</i>	<i>95:</i>
Goal 1:			
•		:	:
•		:	:
•		:	:
•		:	:
Goal 2:			
•		:	:
•		:	:
•		:	:
•		:	:
Goal 3:			
•		:	:
•		:	:
•		:	:
•		:	:

Research (To be completed in final grant evaluation)		
Peer-reviewed publications		
Invited presentations at conferences		
Leveraged Resources (To be completed in final grant evaluation)		
Cost-sharing		
In-kind contributions		
Grant awards received		

Describe how the activities are being sustained after the grant period: (To be completed in final grant evaluation)

List other grants/funding that have resulted from the THECB grant: (To be completed in final grant evaluation)