

REQUEST FOR APPLICATIONS

TEXAS HIGHER EDUCATION COORDINATING BOARD Nursing Innovation Grant Program

Transition to Practice

NOTICE OF INTENT DEADLINE: 5:00 PM C.T., July 14, 2014

INQUIRY DEADLINE: 5:00 PM C.T., August 22, 2014

APPLICATION DEADLINE: 5:00 PM C.T., September 12, 2014

TABLE OF CONTENTS

1	OVERVIEW OF FUNDING OPPORTUNITY	1
	1.1 PROGRAM TITLE: Nursing Innovation Grant Program (NIGP)	1
	1.2 SYNOPSIS OF PROGRAM	1
	1.3 PROGRAM AUTHORITY	1
	1.4 POINT OF CONTACT	1
2	AWARD SUMMARY	1
	2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT	2
	2.2 GRANT PERIOD	2
	2.3 CALENDAR OF EVENTS	2
3		
	3.1 ELIGIBLE APPLICANT	
	3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT	2
	NOTICE OF INTENT TO APPLY REQUIREMENT	
	4.1 SUBJECT LINE OF EMAIL	
	4.2 CONTENT OF EMAIL AND ANY ATTACHMENTS	
	4.3 THECB RESPONSE	3
5	APPLICATION SUBMISSION	3
6	INQUIRIES	3
7	ELIGIBLE PROJECTS	3
	7.1 REQUIRED COMPONENTS OF THE PROJECT	
	7.2 ELIGIBLE PROJECT DIRECTOR	5
	7.3 PROJECT LENGTH	5
	7.4 FUNDING RESTRICTION	5
	7.5 BUDGET AND COST REQUIREMENTS	5
	7.6 MATCHING FUNDS	6
	7.7 PARTNERSHIPS	6
ጸ	SELECTION CRITERIA AND SCORING OF APPLICATIONS	6

9	APPLICATION FORMAT AND CONTENT	6
	9.1 APPLICATION FORMAT	6
	9.2 TRANSMITTAL LETTER	7
•	9.3 COVER PAGE	7
•	9.4 ABSTRACT	7
	9.5 PROJECT NARRATIVE	7
	9.6 TIMELINE	9
	9.7 BUDGET SUMMARY	9
	9.8 BUDGET DETAIL	9
•	9.9 EVALUATION PLAN	10
	9.10 PROJECT MEASURES AND OUTCOMES	10
	9.11 ADDITIONAL ATTACHMENTS	11
	A PROVICTORIC AND ACCURANCES	44
	O PROVISIONS AND ASSURANCES	
	D.2 APPLICATION DELIVERY AND LATE APPLICATIONS	
	0.3 CONFLICT OF INTEREST	
	0.4 PAYMENT TERMS	
	0.5 Indirect cost	
	0.6 SUPPLANTING PROHIBITION	
	0.7 CARROVER FUNDS	
	0.8 GRANT EXTENSION	
	0.9 GRANT AWARD	
10	0.10 PROPRIETARY INFORMATION	13
	0.11 RELEASE OF INFORMATION BY AWARDED APPLICANT	
10	0.12 RELEASE OF APPLICATION INFORMATION BY THECB	13
10	0.13 NONCOMPLIANCE	14
10	0.14 AMENDMENT AND TERMINATION	14
10	0.15 NOTICE	15
10	0.16 ASSIGNMENT OR SUBCONTRACTING	15
10	0.17 LIABILITY AND INDEMNIFICATION	15
10	0.18 OWNERSHIP OF WORK	16
10	0.19 SEVERABILITY AND STRICT PERFORMANCE	17
10	0.20 CONFLICTING RFA LANGUAGE	17

10.21 MONITORING	17
10.22 AUDIT AND ACCESS TO RECORDS	17
10.23 ACCOUNTING SYSTEM	18
10.24 NON-APPROPRIATION OF FUNDS	18
10.25 REPORTING REQUIREMENTS	18
10.26 STATE FISCAL COMPLIANCE GUIDELINES	18
10.27 APPLICABLE LAW AND VENUE	19
10.28 APPLICANT RESPONSIBILITIES	19
10.29 KEY PERSONNEL	19
10.30 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES	19
10.31 TIME AND EFFORT RECORDKEEPING	19
10.32 FORMS, ASSURANCES, AND REPORTS	19
10.33 FAMILY CODE APPLICABILITY AND REPORTS	20
10.34 AFFIRMATION CLAUSES	20
APPENDIX A: PROJECT CALENDAR OF EVENTS	22
APPENDIX B: REVIEWER'S EVALUATION FORM	23
APPENDIX C: TRANSMITTAL LETTER AND APPLICATION FORMS	25

NURSING INNOVATON GRANT PROGRAM

The TRANSITION TO PRACTICE

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 will teach in initial RN licensure programs.

This specific Request for Applications ("RFA") seeks to support eligible institutions and their clinical agency partners in collaborative projects that better align the competencies of new graduates with practice expectations and thereby, more efficiently and effectively transition those graduates into clinical practice.

The projects may have a general or specific focus depending on the needs of the clinical agencies. For example, projects could address all clinical competencies required of new graduates or only those competencies specifically identified by clinical agencies as needing further development (e.g., safe administration of medications, application of knowledge of normal/abnormal lab values, clinical decisionmaking, interprofessional practice, interpersonal communication).

The overall goals of the projects are to (1) reduce or eliminate the competency gaps in new graduates in transitioning from education to practice, and (2) reduce the time and cost to the clinical agencies in orienting new graduates. Funded projects will develop new or improved strategies for competency attainment that are generalizable to the majority of other initial RN licensure programs in the state and can be replicated or adapted by those programs and clinical agencies.

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 chris.fowler@thecb.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

This RFA does not set a maximum number of awards ("Grant Award") and does not set a maximum amount for any individual Grant Award.

2.2 GRANT PERIOD

The Grant Period ("Grant Period") is anticipated to be from January 1, 2015 to June 30, 2017; however an Applicant may propose a Grant Period that is shorter than 30 months.

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
July 14, 2014	Notice of Intent Deadline
July 21, 2014	Notice of Intent Response from THECB
August 22, 2014	Inquiry Deadline
September 12, 2014	Application Deadline
October 23, 2014	THECB Announces Grant Awards
January 1, 2015	Grant Period Begins

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANT

An Eligible Applicant ("Eligible Applicant" or "Applicant") is a Texas public institution of higher education, independent institution of higher education, or hospital that offers a degree 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 July 14, 2014 to the THECB as directed in Section 4.2. Submit the Intent to Apply by email to nigp@thecb.state.tx.us.

4.1 SUBJECT LINE OF EMAIL

"Intent to Apply to the TTP RFA"

4.2 CONTENT OF EMAIL AND ANY ATTACHMENTS

The email shall include:

- Name of the Eligible Applicant;
- Name, title, telephone number and email address of the project director(s);
- A brief description of the project directors' qualifications to lead the project; and
- A brief description of the project. The maximum 750-word description should identify the major goals and objectives of the project, estimated number of participants, methods, anticipated outcomes, estimated cost of the project, and the names of academic and clinical agency partners. The description should explain how the Applicant and partners have the appropriate population and sufficient resources to conduct the research.

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 Directors at the Applicant of their qualification via return email by July 21, 2014.

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 nigp@thecb.state.tx.us.

APPLICATIONS DUE: at 5:00 PM C.T, September 12, 2014

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

6 INQUIRIES

All inquiries shall be directed to Chris Fowler, Senior Program Director, at chris.fowler@thecb.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., August 22, 2014.

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

This specific Request for Applications ("RFA") seeks to support eligible institutions and their clinical agency partners in collaborative projects that better align the competencies of new graduates with practice expectations and thereby, more efficiently and effectively transition those graduates into clinical practice.

The projects may have a general or specific focus depending on the needs of the clinical agencies. For example, projects could address all clinical competencies required of new graduates or only those competencies specifically identified by clinical agencies as needing further development (e.g., safe administration of medications, application of knowledge of normal/abnormal lab values, clinical decisionmaking, interprofessional practice, interpersonal communication).

The overall goals of the projects are to:

- (1) reduce or eliminate the competency gaps in new graduates in transitioning from education to practice; and
- (2) reduce the time and cost to the clinical agencies in orienting new graduates.

Funded projects will develop new or improved strategies for competency attainment that are generalizable to the majority of other initial RN licensure programs in the state and can be replicated or adapted by those programs and clinical agencies.

7.1 REQUIRED COMPONENTS OF THE PROJECT

7.1.1. Project Design. The project design shall include:

- An advisory committee composed of the Applicant, its partners, and other stakeholders;
- At least two clinical agency partners, one of which must be an acute care facility. Applicants with more than two clinical agency partners will receive additional points in the scoring of its Application. Additional points also will be earned if one of multiple clinical agency partners represent a communitybased facility, long-term care facility or clinic;
- A "gap" analysis performed by the Applicant and its partners.
- The collection of baseline data from the Applicant and partners. Applicant(s) will work with the advisory committee and THECB staff to refine baseline metrics;
- Standardized clinical objectives and competencies that reflect Texas Board of Nursing's *Differentiated Essential Competencies*, or explain the differences;
- Standardized clinical assessment tool(s) that measures student/graduate nurse attainment of clinical competencies by degree level, as applicable;
- Agreement on those standardized objectives and competencies and the application of the standardized clinical assessment tool(s) by the Applicant and its partners, or justify the differences;
- Testing of the new clinical competencies starting no later than September 1, 2015;
- A formative evaluation based on the feedback of partners, project participants, and other stakeholders;
- A summative evaluation that incorporates the comparison of baseline data to the measureable outcomes of the goals and objectives of the project;
- A plan for sustaining the project beyond the Grant Period; and
- A plan to disseminate the results to other initial RN licensure nursing programs.

7.1.2 Expected Outcomes. The completion of the project design shall:

- Produce outcomes that show the efficiency and effectiveness of using the competencies and clinical
 assessment tool(s). Those outcomes would be expected to show that the project eliminated or reduced
 the competency gaps in new graduates in transitioning from education to practice. The outomes also
 would be expected to show that the project reduced the time and cost to the clinical agency partner in
 orienting new graduates.
- Inspire new or improved models of measuring clinical competencies and aligning those competencies to clinincal practice;
- Inspire new or better collaborations between education and clinical agencies; and
- Lead to recommendations that are generalizable to most, if not all, nursing programs in the state.

7.2 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 a full-time faculty member or program administrator at the Applicant with extensive knowledge and experience in clinical instruction. It is preferred that this project director be nursing faculty and have tenured or tenure-track status if he or she represents a public or independent four-year university or a health-related institution. One additional co-project director may be named by the Applicant or by a clinical agency partner, if the person has similar academic qualifications as the project director and shares responsibility for the project. All expenditures and funds distribution shall be administered through the Applicant.

It is preferred that one or both of the project directors have extensive knowledge and experience in research design, data collection, and evaluation. If the project director(s) lacks experience and expertise in any area of research design, data collection, or evaluation, that limitation shall be compensated in the selection of other personnel identified to support the project (e.g., the employment of a statistician)

7.3 PROJECT LENGTH

The planning, implementation, and evaluation of the project must be completed within an anticipated 30-month period ending June 30, 2017. However, Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

7.4 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.

7.5 BUDGET AND COST REQUIREMENTS

- 7.5.1 Budget Requirements. The Budget shall have:
- Costs associated with the project director(s) and partners attending a maximum of six meetings in Austin during the grant period. **Appendix A: Project Calendar of Events;**
- A minimum of 10 percent of the total budget dedicated to evaluation.
 - 7.5.2 Budget Restrictions. The Budget shall not have:
- 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 exceeding more than 5 percent of the Direct Costs of the Grant Award;
- 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.
 - <u>7.5.3 Cost Restrictions</u>. 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 Direct Cost of the Grant Award during the Grant Period.

7.6 MATCHING FUNDS

Applicants that report local funds to support the project may receive up to 20 points in the selection criteria. For an Applicant to receive the maximum number of points, the matching funds must be at least 10 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.

7.7 PARTNERSHIPS

For an Applicant to receive a grant award, it must show that the project will be a collaborative effort. Partnerships with two or more clinical agencies located in Texas are required elements of the project. Partnerships with academic institutions located in Texas are preferred elements of the project. The Applicant must describe its approach to collaborative relationships for the project, including institutional capacity to establish and maintain project partners, and demonstrate new and existing relationships with partners. The role of the partners and other collaborative efforts shall be described in the Project Narrative and must be verified in letters of support from the partners. The letters shall be submitted with the Application as Attachments. Applicants that demonstrate a strong commitment and participation of numerous partners in the project may receive up to 30 points in the scoring of the Application.

8 SELECTION CRITERIA AND SCORING OF APPLICATIONS

This RFA is competitive. It is designed to award grants that provide the best overall value to the state. General selection criteria shall be based on: project quality as determined by reviewer criteria; cost of the project; and other factors, including the overall scope of the project, financial ability to conduct the project, geographic representation, anticipated outcomes, and past performance on THECB grants.

Reviewers will use a 270-point selection criteria to score applications. The criteria are listed on the Evaluation Form. **Appendix B: Evaluation Form.**

9 APPLICATION FORMAT AND CONTENT

9.1 APPLICATION FORMAT

The Applications shall be submitted by using one of two sets of available sets of application forms: one set requires Adobe Acrobat or Adobe Reader version 7.0.5 or later; the other set requires Microsoft Word.

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, vitas, 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 81/2" X 11" paper.

See Appendix C 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.

9.2 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 ninety (90) days."

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

9.3 COVER PAGE (Application Form 1)

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

9.4 ABSTRACT (Application Form 2)

The Abstract is limited to one page and summarizes the scope of the project, project goals, measurable objectives, methods for carrying out the project and data collection efforts, and anticipated outcomes.

9.5 PROJECT NARRATIVE (Application Form 3)

The Project Narrative is limited to 12 pages and may include any information needed to properly describe the project; however, the **content under the following <u>headings</u>** should be included:

9.5.1 Background and Scope of Project

- Provide context for the project by *summarizing* a literature review of the research on transition to practice and any applicable accreditation and regulatory standards.
- Describe the specific challenges in identifying and fillings competency gaps in the graduates' transition from education to practice.
- Explain what is original and/or important about the project in resolving these challenges.
- Provide a *table* showing the estimated number of students, faculty, and clinical agency employees likely to participate directly in the project.
- Describe how the project would have statewide application if shown to be successful.

9.5.2 Project Goals and Objectives

- Identify a maximum of five goals for the project. Goals are the most significant and overarching achievements anticipated from the project.
- Two of the goals shall align with the overall goals of this RFA:
 - (1) Reduce or eliminate the competency gaps in new graduates in transitioning from education to practice; and
 - (2) Reduce the time and cost to the clinical agencies in orienting new graduates.

• Describe a maximum of four objectives under each goal. An objective should be well-defined, measurable, and derived from the goal. Progress on reaching these goals and objectives should be built into the evaluation design and reporting.

9.5.3 Implementation Methods

- Outline the process for conducting the project by identifying the major strategies and activities intended to achieve the objectives. Refer to the **Timeline** for greater detail.
- Include information about previous research, methods, and techniques to demonstrate that the choices of strategies/activities in the project design are evidence-based.
- Describe how the Applicant and clinical agency partners would achieve all the required components of the project or justify the ommissions (Section 7.1.1)
- Identify any strategies/activities that vary from established practices of professional standards and justify those differences.
- Describe data sources and methods for data collection.

9.5.4 Resources

- Describe the Applicant's commitment (e.g., any in-kind contributions, use of equipment and facilities) and resources (e.g., administration, faculty, equipment, workforce commitments) available to the project.
- Identify the key personnel who would conduct and evaluate the project and briefly list their qualifications and any relevant experience with similar projects.

9.5.5 Partners and Collaborations

- Describe the Applicant's approach to collaboration and provide a brief history of its established relationships with partners on similar educational research projects and the outcomes from those projects.
- Identify the partners and the resources that they bring to the project. Describe their role(s) in the project.
- Describe how the Applicant and partners will maintain appropriate levels of participation and feedback throughout the project.

9.5.6 Matching Funds

• Briefly describe how any local funds would be used to leverage Grant Award funds.

9.5.7 Evaluation and Project Measurement

- Briefly describe how the project will be evaluated. The description shall be consistent with the **Evaluation Plan**.
- Include the following assurances and any further description or explanation, as needed; the evaluation will:
 - o have a formative and summative component;
 - include input and feedback from relevant stakeholders, including the advisory committee, and a mechanism by which feedback is used to improve the project;
 - include outcome data on the performance of nursing faculty, students and clinical agency partners;
 - have sufficient staffing or consultants to ensure that data for the evaluations are properly collected, analyzed, and reported;
 - o follow Family Educational Rights and Privacy Act (FERPA) laws; and
 - o have funds specifically earmarked for evaluation in the project budget.
- Identify key project measures that allow for qualitative and quantitative assessment. Refer to the **Project Measures and Outcomes** for greater detail.

Explain how the outcomes will be used to assess the project's effectiveness.

9.5.8 Sustainability

- Describe how the project or similar activity will continue after the Grant Period ends at the Applicant and its partners.
- Describe how project outcomes will be made public (including how outcomes will be FERPA-compliant and reported pursuant to THECB's prior written consent thereto).

9.6 TIMELINE (Application Form 4)

The Timeline, limited to five 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 accreditation or regulatory body; and
- signed contract with any compensated partner.

9.7 BUDGET SUMMARY (Application Form 5)

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

Applicant should review Sections 7.4 – 7.6 of this RFA before completing this form.

All totals should represent costs for the anticipated 30-month period from January 1, 2015 to June 30, 2017:

- *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 its partner(s).
- *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.
- *Matching Funds* cash contributions dedicated to the project from an external entity.

9.8 BUDGET DETAIL (Application Form 6)

The **Budget Detail**, limited to three pages, shall 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., presenting at 2016 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 10 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.
- Matching Funds shall be itemized by source of funding and supported by a letter in an Attachment, verifying the amount.

9.9 EVALUATION PLAN (Application Form 7)

The Plan, limited to 10 pages, describes how the goals, objectives, and activities/strategies of the project will be evaluated. Each page shall align with one of the maximum of five goals that are identified in the **Project Narrative**. The project may have more than four activities/strategies under each goal, but a maximum of four activities/strategies may be included under each goal in the evaluation plan.

Definitions:

- Goals the most significant and overarching achievements anticipated from the project. The project may have a maxmimum of five goals described in the **Project Narrative**.
- Activity/Strategy the most significant tasks or practices needed to achieve a particular goal. The
 project may have more than four activities under each goal, but the Plan should include only a
 maximum of four activities/strategies that are most significant to reaching the goal.
- *Outputs/Products* the number of objects or participants involved in or produced from 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, faculty, graduate nurses, or clinical agency employees.
- Methods for Collecting and Analyzing Data the way in which evidence/data are collected.

9.10 PROJECT MEASURES AND OUTCOMES (Application Form 8)

THECB shall negotiate final project measures with each Awarded Applicant(s). This form, limited to five pages, projects outcomes of key project measures that are tied to the project's goals and objectives and evaluation plan. Applicants will submit a maximum of four project measures for each goal and proposed outcomes for each project measure. (Awarded Applicants will report actual outcomes for these project 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 shall be identical to the goals described in the **Project Narrative** and **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 project measure and goal.

The following performance measures are intended as EXAMPLES ONLY:

Student /Faculty/Instructor Participation:

Number of students being tested with the clinical assessment tool.

Number of faculty using the clinical assessment tool.

Number of faculty-supervised BSN-prepared lab mentors leading high-fidelity simulation activities

% of faculty being trained in new curriculum

Number of nurse educators at clinical agency partners participating in the development of the clinical assessment tool

Student /Faculty/Instructor Success:

% of students completing competency checklist in less than 20 contact hours.

% of students meeting the clinical objectives on the first attempt

% of faculty/instructors completing simulation tutorials

Number of clinical competencies in clinical partner's orientation program

Graduation rate

NCLEX pass rate

Excellence (including efficiency and quality):

% of graduates demonstrating appropriate clinical competencies in clinical agency orientations Total average contact hours of orienting new graduate

Total average contact hours in simulated environment

Average faculty time spent in simulation lab

Average faculty time spent in patient care clinical situations

% of clinical agency representatives who are "satisfied" or "highly satisfied" with graduate outcomes

% of students who perceive themselves as "confident' or "very confident" in their clinical skills Average cost of orienting new graduate at clinical agency

9.11 ADDITIONAL ATTACHMENTS

The following Additional Attachments shall be submitted (as applicable) with the Transmittal Letter as a single .PDF file:

- Letters from partners, describing their roles in the project;
- Letter from benefactor, verifying matching funds (mandatory to receive credit in the scoring of the Application);
- Vitae of the Project Directors and any other key personnel

10 PROVISIONS AND ASSURANCES

10.1 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.

10.2 APPLICATION DELIVERY AND LATE APPLICATIONS

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

10.2.2 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.

10.3 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 will be disqualified from further consideration.

10.4 PAYMENT TERMS

Payments shall be provided on a cost reimbursement basis. Awarded Applicant will submit biannual expenditure reports on July 13, 2015, January 11, 2016, July 11, 2016, and January 9, 2017. The final expenditure report is due on August 1, 2017. Payment shall be based upon actual expenditures to the project, up to the amount provided by the Grant Award. All grant-related expenses must be incurred on or prior to June 30, 2017.

At THECB's sole discretion, the second and third year 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 previous year of the Grant Period.

10.5 INDIRECT COSTS

Indirect Costs are allowed up to 5 percent of total Direct Costs of the Grant Award.

10.6 SUPPLANTING PROHIBITION

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

10.7 CARRYOVER FUNDS

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

10.8 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.

10.9 GRANT AWARD

10.9.1 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.

10.9.2 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.'

10.10 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.

10.11 RELEASE OF INFORMATION BY AWARDED APPLICANT

- <u>10.11.1</u> 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.
- <u>10.11.2</u> 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.

10.12 RELEASE OF APPLICATION INFORMATION BY THECB

- 10.12.1 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.
- 10.12.2 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.
- <u>10.12.3</u> 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.

10.13 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:

- $\underline{10.13.1}$ Noncompliance with requirements and assurances outlined in the RFA and/or the provisions of this Section.
- 10.13.2 Lack of program success as evidenced by reports and program data.
- 10.13.3 Failure to meet performance standards specified in the RFA.
- <u>10.13.4</u> Failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program.

10.14 AMENDMENT AND TERMINATION

- <u>10.14.1</u> 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.
- 10.14.2 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.
- 10.14.3 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.
- 10.14.4 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.

<u>10.14.5</u> 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.

10.15 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.

10.16 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.

10.17 LIABILITY AND INDEMNIFICATION

10.17.1 LIABILITY

<u>10.17.1.1</u> 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.

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

10.17.1.3 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.

10.17.2 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.

10.17.3 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.

10.17.4 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.

10.18 OWNERSHIP OF WORK

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

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

<u>10.18.2</u> 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.

10.18.3 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.

10.19 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.

10.20 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.

10.21 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.

10.22 AUDIT AND ACCESS TO RECORDS

10.22.1 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.

10.22.2 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.

10.22.3 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.

10.23 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.

10.24 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.

10.25 REPORTING REQUIREMENTS

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

<u>10.25.2</u> The Awarded Applicant shall submit three written project reports as specified by the THECB: an 11-month interim report due on December 14, 2015; a 23-month interim report due on December 12, 2016; and a final narrative report due on November 13, 2017.

<u>10.25.3</u> The Awarded Applicant shall submit five financial expenditure reports as specified by the THECB: six-month reports due on July 13, 2015, January 11, 2016, July 11, 2016, January 9, 2017; and a final expenditure report due on August 1, 2017.

10.26 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.

10.27 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.

10.28 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.

10.29 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.

10.30 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.

10.31 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.

10.32 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.

10.33 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.

10.34 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 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.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

PROJECT CALENDAR OF EVENTS

July 14, 2014	Notice of Intent Deadline
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July 21, 2014 Notice of Intent Response from THECB

August 22, 2014 Inquiry Deadline

September 12, 2014 Application Deadline

October 23, 2014 THECB Announces Grant Awards

January 1, 2015 Grant Period Begins

January 23, 2015* Awarded Applicants Have First Meeting in Austin

July 13, 2015 First Expenditure Report is Due to THECB

December 14, 2015 Interim Project Report is Due to THECB

January 11, 2016 Second Expenditure Report is Due to THECB

July 11, 2016 Third Expenditure Report is Due to THECB

December 12, 2016 Interim Project Report Due to THECB

January 9, 2017 Fourth Expenditure Report is Due to THECB

June 30, 2017 Grant Period Ends. All Grant Funds Must be Incurred

August 1, 2017 Final Expenditure Report is Due to THECB

November 13, 2017 Final Narrative Report is Due to THECB

^{*}All future meeting dates to be determined.

APPENDIX B

REVIEWER'S EVALUATION FORM

NIGP Evaluation Form	Project #	Reviewer #

		T
PART A - THECB Staff Scoring	Max. Points	Actual Points
Number of Participants.	15	
• The project directly involves a large number of participants from the Applicant and its partners.	;	
Matching Funds.	20	
The Applicant provides evidence of local funds to support the project.		
Partnerships.	30	
 Partners demonstrate a strong commitment and will actively participate in a collaborative project. 		
Sustainability.	20	
The project design will likely continue after the Grant Period.		
Subtoo	<i>tal</i> 85	
PART B - Reviewer Scoring	Max. Points	Actual Points
 Significance of educational project. The project is relevant and timely in the context of the state's challenges in transitioning new graduates to practice. (10) Many initial RN licensure programs and clinical agencies will benefit directly from the project. (10) 	20	
 Project design. The project is well defined. (15) It is a discrete project that can be completed within the Grant Period. (5) Goals are appropriate to the challenges identified by the Applicant, are realistic and conform to the RFA requirements. (15) The activities are appropriate and are supported by research. (10) The description and explanation of the data collection effort / program development and the nature of analysis to be carried out are comprehensive and relevant to the project. (15) 		
 Resources to perform project. The professional credentials and experience of the project's key personnel are relevant to the project. (15) Existing resources are used. (5) The new personnel, participant costs, and other resources are needed and adequately justified. (5) 		

			ı
Cost effectiveness.		20	
The chosen personnel, equipment, and service providers	are appropriate given the cost		
of the project. (5)			
The budget is realistic. (10)			
The project makes effective use of grant funds. (5)			
Evaluation and expected outcomes.The methodology for evaluation is described in sufficient	detail and appropriate to the	60	
project. (15)			
 The project measures are aligned to the project's goals a activities to be conducted. (10) 	and appropriate to the		
The expected outcomes are realistic and significant to the			
education and transition to practice issues for clinical age			
The evaluation includes input from relevant stakeholders	(e.g., students, faculty,		
employers, etc.). (5)	t during the Cuant Davied (E)		
 There is a feedback mechanism for improving the project There is sufficient and qualified personnel and resources 	• • • • • • • • • • • • • • • • • • • •		
are properly collected, analyzed, and reported. (10)	to ensure that evaluation data		
are properly collected, analyzed, and reported. (10)			
	Subtotal	185	
TOTAL POINTS		270	
		270	
PART C - Preliminary Rating	PART E - Final Ranking		
Fund Priority 1: 270-216 Total Points			
	Bank was a sala awa a all awa		
Rank proposals among all program Fund Priority 2: 215-161 Total Points Rank proposals among all program "Fund Priority 1" (1 = highest funding)			
Fund Priority 3: 0-160 Total Points			
Part D – Budget Revision			
Revise Budget to \$			
Please explain revision on back under "Cost Effectiveness."			

APPENDIX C 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 – Transition to Practice 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

Applicant:				
Project Title:				
Major Partners:				
Total NIGP Budget for Grant Period:	\$			
Calendar Yr. 1: \$	Calendar Yr. 2:	\$	Calendar Yr. 3: \$ (6 months)	
Project Director's Name (typed):		Co-Project Director's	s Name (from same institution):	
Phone: FAX: E-Mail Address: Mailing Address:		Phone: FAX: E-Mail Address: Mailing Address:		
Project Director Signature		Co-Project Director	Signature	
Contact Person's Name and Title at C	Office of Sponsore	d 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 Representat	Authorized Institutional Representative Signature Date			

Nursing Innovation Grant Program Project Abstract

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

Nursing Innovation Grant Program Project Narrative (Word Version)

Applicant and Project Title:		

Background and Scope of Project
Project Goals and Objectives
Implementation Methods
Resources
Partners and Collaborations
Matching Funds
Evaluation and Project Measurement
Sustainability

Nursing Innovation Grant Program Timeline

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

Applicant and Project Title	e:	
	Budget Category	30-month Total
A. Personnel employees	Salaries and Wages For () F	-TE
	Fringe Benefits @ (%)	
	Total – Salaries, Wages, and Fringe I	Benefits
B. Personnel Travel		
C. Capital Equipment		
D. Participant Costs		
E. Other Direct Costs		
F. TOTAL DIRECT COS	TS	
G. TOTAL INDIRECT C	OSTS (Not to exceed 5 % of Line F)	
H. TOTAL NIGP BUDG	ET	
I. Matching Funds		\$
	ve read and agree to comply with all condition expended in compliance with those condition	
Project Director's Signatu	re (required only prior to funding)	Date
	ve read and agree to comply with all condition expended in compliance with those condition	
Institutional Representati	ve's Signature (required only prior to fundir	ng) Date

Nursing Innovation Grant Program Budget Detail

Applicant and Project Title:					
	Budget Detail By Category	Yea	r 1 Year	2 Year 3 (6 mos)	
A.	. Personnel	<u> </u>			
•		\$	\$	\$	
•		\$	\$	\$	
•		\$	\$	\$	
•		\$	\$	\$	
	Personnel Total	 	\$	\$	
_			<u> P</u>		
B.	Personnel Travel	T.		1.	
•		\$	\$	\$	
•		\$	\$	\$	
	Personnel Travel Total	\$	\$	\$	
C.	. Capital Equipment				
•		\$	\$	\$	
		, ,	, '		
	Capital Equipment Tota	a/ \$	\$	\$	

Budget Detail By Category	Year 1	Year 2	Year 3 (6 mos)
D. Participant Costs			
•	\$	\$	\$
	T .	<u> </u>	
•	\$	\$	\$
Participant Costs Total	\$	\$	\$
E. Other Direct Costs			
•	\$	\$	\$
	T	ı	
•	\$	\$	\$
	_		
•	\$	\$	\$
•	\$	\$	\$
Other Direct Costs Total	\$	\$	\$
F. TOTAL DIRECT COSTS	\$	\$	\$
G. TOTAL INDIRECT COSTS	\$	\$	\$
H. TOTAL NIGP BUDGET	\$	\$	\$
I. MATCHING FUNDS	\$	\$	\$
•	\$	\$	\$
	I	1	
•	\$	\$	\$
	Γ	1	
•	\$	\$	\$
	<u> </u>	1	
TOTAL FUNDING FOR GRANT PROJECT	\$	\$	\$

Nursing Innovation Grant Program Evaluation Plan

Applicant and Project Title:						
Goal 1	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

Project Measures and Outcomes (Word Version) Applicant and Project Title: Year 1 Year 2 Year 3 **Outcomes** Outcomes **Outcomes Goal and Project Measures Baseline** Proposed: Proposed: Proposed: **Actual** Actual Actual **Examples:** Goal X: Increase the number of students enrolled and persisting in the degree program. No. of students enrolled 100 *110*: *135*: *145:* % of students persisting to Year 2 of the degree plan 40% 80%: *95%*: 98%: Goal 1: • • Goal 2: Goal 3: • Goal 4:

•

•

Goal 5:				
•		:	:	:
•		:	:	:
•		:	:	:
•		:	:	:

Research (To be completed in Final Narrative Report)				
Peer-reviewed publications				
Invited presentations at conferences				
Leveraged Resources (To be completed in Final Narrative Report)				
Matching funds				
In-kind contributions				
Grant awards received				

List other grants/funding that have resulted from the THECB grant: (To be completed in Final Narrative Report)