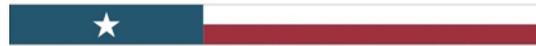


**60x30TX**



Texas Higher Education  
Coordinating Board

**REQUEST FOR APPLICATIONS**

**TEXAS HIGHER EDUCATION COORDINATING BOARD**

**Nursing Innovation Grant Program**

2018-2019

**Building Simulation and Skills Lab Capacity**

**INQUIRY DEADLINE: 5:00 p.m. CDT, July 17, 2017**

**APPLICATION DEADLINE: 5:00 p.m. CDT, July 20, 2017**

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NURSING INNOVATION GRANT PROGRAM  
**BUILDING SIMULATION AND SKILLS LAB CAPACITY**

**1 OVERVIEW OF FUNDING OPPORTUNITY**

**1.1 PROGRAM TITLE**

Nursing Innovation Grant Program (NIGP)

**1.2 SYNOPSIS OF PROGRAM**

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

This specific Request for Applications (RFA) solicits projects that propose to shift clinical hours from traditional patient care situations to simulation activities by developing simulation and skills labs to expand program capacity.

**1.3 PROGRAM AUTHORITY**

The statutory authority for the Nursing Innovation Grant Program is found in Texas Education Code, Section 63.202 (f) and (g), Permanent Fund for Higher Education Nursing, Allied Health, and Other Health-related Programs, and it directs the Texas Higher Education Coordinating Board (THECB) to award grant funding to programs preparing students for initial licensure as RNs or programs preparing nursing faculty who hold a master's or doctoral degree.

**1.4 POINT OF CONTACT**

All inquiries and communications concerning this RFA should be directed **in writing** via email to:

Fu-An Lin, Ph.D.  
Program Director  
Texas Higher Education Coordinating Board  
Email: [NIGP@theccb.state.tx.us](mailto:NIGP@theccb.state.tx.us)

No contact shall be made with other THECB personnel regarding this RFA. Failure to comply with this requirement may result in the disqualification of an Application.

**2 AWARD SUMMARY**

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

The THECB expects to award approximately 10 grants (Grant Award), not to exceed \$200,000 per Grant Award for the Grant Period (Grant Period).

**2.2 GRANT PERIOD**

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on January 1, 2018, whichever is later, and will conclude on December 31, 2019, for a 24-month Grant Period. Awarded Applicants will have contractual obligations that extend beyond the Grant Period. At the THECB’s sole discretion, the second year of funding (January 2019 - December 2019) will be contingent upon the Awarded Applicant using the grant funds according to the grant contract terms and conditions, meeting project benchmarks and contractual deadlines, and producing expected outcomes and results in the first year (January 2018 - December 2018) of the Grant Period.

**2.3 APPLICATION TIMELINE**

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

<b>Dates</b>	<b>Application Steps</b>
July 17, 2017	Inquiry Deadline
July 20, 2017	Application Deadline
July 24, 2017	Confirmation of Application Receipt by THECB
November 15, 2017	THECB Announces Grant Awards
Upon execution of the NOGA or January 1, 2018, whichever is later	Grant Period Begins

**3 ELIGIBILITY INFORMATION**

**3.1 ELIGIBLE APPLICANT**

An Eligible Applicant (Eligible Applicant or Applicant) is a program approved by the Texas Board of Nursing that prepares students for initial licensure as RNs at Texas public institutions of higher education and Texas independent higher education institutions, as defined in Texas Education Code 61.003. A nursing program currently designated as Conditional Approval under 22 Texas Administrative Code (TAC), Section 215.4, by the Texas Board of Nursing is not an Eligible Applicant. A nursing program awarded a grant under the 2017-2018 NIGP *Building Simulation and Skills Lab Capacity* RFA is not eligible to submit an Application under the 2018-2019 RFA.

**3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT**

An Eligible Applicant may submit a maximum of one (1) Application.

**4 APPLICATION SUBMISSION**

Applications must be completed according to the guidelines in Section 10. Applications must be submitted by an authorized agent of the Applicant institution via email to [NIGP@theccb.state.tx.us](mailto:NIGP@theccb.state.tx.us) to the Point of Contact listed in Section 1.4.

**APPLICATION DEADLINE: 5:00 p.m. CDT, July 20, 2017**

**Late or incomplete Applications and Applications submitted to an address different from the specified NIGP email will not be accepted. No mailed, hand-delivered, or faxed Applications will be accepted.**

**The THECB will confirm receipt of the submitted Application via email by July 24, 2017.** If an Applicant does not receive such confirmation from the THECB, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application. The THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant anti-virus or other security software.

## **5 INQUIRIES**

All inquiries shall be directed to the Point of Contact listed in Section 1.4 at [NIGP@theccb.state.tx.us](mailto:NIGP@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 p.m. CDT, July 17, 2017. **The subject line of the email containing questions should include (1) "NIGP SIM" and (2) the name of the Applicant institution.**

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

## **6 PROGRAM BACKGROUND**

In 2014 and 2016, the THECB issued two separate RFAs to support projects developing and expanding simulation and lab capacities in initial RN licensure programs. The RFAs were drafted with stakeholder input, including information from the Texas Board of Nursing and the Texas Center for Nursing Workforce Studies, and focused on the difficulties nursing education programs had in securing adequate clinical sites. Initial RN licensure programs reported clinical sites' lack of capacity to support increased student enrollment and the programs' inability to admit all qualified applicants.

Additionally, the results of the Texas Center for Nursing Workforce Studies - 2016 Nursing Education Program Information Survey (NEPIS) continued to show that established nursing programs varied in the number of hours initial RN licensure students spent in didactic, clinical learning experiences, and other activities (see Table 1).

**Table 1.** Distribution of Initial RN Licensure Program Hours\*

	Associate Degree Programs		Bachelor's Degree Programs	
	Range of Hours	Mean	Range of Hours	Mean
Didactic	238 - 1,648	510.3	435 - 2,080	603.0
Computer Lab	0 - 334	53.6	0 - 289	45.3
Nursing Skills Lab	0 - 544	166.9	0 - 291	134.1
Simulation Lab	0 - 384	98.2	0 - 313	95.1
Patient Care Clinical Situations	152 - 1,056	593.3	180 - 1,012	697.5

Source: Texas Center for Nursing Workforce Studies, Nursing Education Program Information Survey, 2016.

\*Definitions:

*Didactic* – Face-to-face or online delivery of classroom instruction

*Computer Lab* – Separate from didactic; computer activities with planned clinical objectives that may include virtual clinical excursions, interactive tutorials, and learning modules completed as student assignments

*Nursing Skills Lab* – Low- and medium-fidelity situations that include skill sets, task training, and return demonstration, and may mimic the clinical environment

*Simulation Lab* – High-fidelity simulated clinical situations that include orientation, learning objectives, simulation experiences in a realistic patient scenario guided by trained faculty and followed by a debriefing and evaluation of student performance

*Patient Care Clinical Situations* – Faculty-supervised, hands-on clinical practice with actual patients in a clinical setting, including direct care, observational experiences, and clinical conferences

The need evidently remains for further development of less traditional forms of clinical instruction involving emerging technologies in nursing education to maximize enrollment capacity and to address health care agencies' ability to offer clinical placement. This NIGP RFA aims to continue supporting such efforts.

## 7 ELIGIBLE PROJECTS

Eligible Applicants will propose to develop and/or expand their capacity to use simulation and skills labs in initial RN licensure clinical instruction. Note the following full definition of "simulation" from the Texas Board of Nursing:

Simulation – activities that mimic the reality of a clinical environment and are designed to demonstrate procedures, decision-making, and critical thinking. A simulation may be very detailed and closely imitate reality, or it can be a grouping of components that are combined to provide some semblance of reality. Components of simulated clinical experiences include providing a scenario where the nursing student can engage in a realistic patient situation guided by trained faculty and followed by a debriefing and evaluation of student performance. Simulation provides a teaching strategy to prepare nursing students for safe, competent, hands-on practice, but it is not a substitute for faculty-supervised patient care. (22 TAC, Section 215.2)

The overall goals of a proposed project are to shift clinical hours from traditional patient care clinical situations to simulation activities, to enhance students' clinical competency for hands-on patient care, and to increase student enrollment and retention. Proposed projects are required to shift clinical hours from traditional patient care to simulation activities. Costs associated with the project are limited to expenses that support the shift to simulation activities. In addition to simulation equipment, Applicants are strongly encouraged to address professional development of faculty and enhancement of the curriculum and simulation scenarios.

## 7.1 PRIORITY PROJECTS

In addition to addressing the overall goals in Section 7, an Applicant that proposes to increase the capacity of faculty to conduct simulation instruction may receive up to 10 points during application evaluation.

## 8 PROJECT REQUIREMENTS

### 8.1 ELIGIBLE PROJECT DIRECTORS

Each Eligible Applicant shall name two (2) project directors and include their contact information on the Cover Page (Application Form 1).

The project directors are responsible for implementing and overseeing the proposed project, and shall be full-time educators (including tenure- and non-tenure-track faculty) or institutional administrators with administrative and practical experience with nursing clinical instruction. The Applicant is strongly encouraged to include one project director to design and implement the project and the second project director to manage and oversee project evaluation.

### 8.2 PROJECT LENGTH

The planning, implementation, and evaluation of the project must be completed within the Grant Period, which ends on December 31, 2019. Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

### 8.3 FUNDING RESTRICTION

NIGP funds shall not be substituted for any other funds available to the Applicant or any project partners.

### 8.4 ALLOWABLE COSTS AND RESTRICTIONS

**8.4.1 Allowable Cost Categories.** The Applicant should refer to Section 10.5.2 for instructions for specific budget categories. The THECB shall negotiate a final budget with each Awarded Applicant. The following are common costs that will be allowed in the project budget:

- Faculty and staff development and training
- Faculty and staff release time for curriculum and course redesign
- Professional simulation consulting services
- Stipends for graduate assistants working in simulation and skills labs
- Capital and non-capital equipment, including required supporting software
  - *Equipment, including software, with a unit price higher than \$5,000 purchased with NIGP funds must be delivered on or prior to June 30, 2018. The THECB will not provide reimbursement if the equipment is not delivered by the deadline.*
- Facility space renovation solely for simulation and skills labs
  - *Renovation work supported with NIGP funds must be completed on or prior to December 31, 2018. The THECB will not provide reimbursement if the work is not completed by the deadline.*
- Renewable instructional licenses for faculty or students

**8.4.2 Prohibited Costs.** The following kinds of costs shall not be included in the proposed budget or be paid with NIGP funds:

- Costs incurred prior to the Grant Period
- Salaries or other stipends for release time that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position)
  - Costs for staffing must reflect institutional salaries of the Eligible Applicant or project partner appropriate to the tasks that will be performed and to the length and time spent on the project.
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price
- Scholarships, loan assistance, stipends, or other forms of financial assistance for students (Stipends for graduate assistants working in simulation and skills labs are allowed.)
- Foreign travel
- Indirect costs
- Supplies that are considered consumables
- Food and beverages not considered as per diem for travel
- Travel not consistent with state of Texas guidelines

**8.4.3 Cost Restrictions.** The Awarded Applicant may not charge any of the following costs to the grant without prior written approval from the THECB:

- Equipment, software, licenses, or subscriptions not specifically itemized in the awarded Application
- Domestic travel not specifically itemized in the awarded Application
- Salaries and fringe benefits for faculty and staff needing release time other than those specifically identified in the awarded Application
- Budget transfers across Budget Categories A, B, C, D, E, and F that cumulatively exceed 15 percent of the total Grant Award during the Grant Period

## **9 SELECTION CRITERIA AND SCORING OF APPLICATIONS**

This RFA is competitive. It is designed to issue Grant Awards that provide the best overall value to the state and in accordance with the goals of the RFA. General selection criteria shall be based on project quality, as determined by reviewer criteria, and other factors, including cost of the project, ability to continue the project after the Grant Period, and past performance on THECB grants.

Reviewers will use selection criteria totaling 160 points to score applications. The criteria are listed on the Evaluation Form in Appendix B.

## **10 APPLICATION FORMAT AND CONTENT**

### **10.1 APPLICATION FORMAT**

The Application shall be submitted, with signatures, by an authorized agent of the Applicant institution as one file in PDF format, containing Application Forms 1-5. The file name shall read as the initials of the Applicant institution.Application.pdf (e.g., *UNT.Application.pdf*).

See Appendix C for the required Application Forms. The Application Forms are available as Word documents on the THECB website. Please do not alter the Application Forms; such alternations may result in the disqualification of the Applicant.

## 10.2 COVER PAGE (Application Form 1)

The Cover Page provides general information about the Application and includes authorized signatures. The authorized institutional representative shall be an individual who is legally authorized to bind the Applicant institution.

## 10.3 PROJECT NARRATIVE (Application Form 2)

The Project Narrative, limited to seven pages, should address the following topics (included as headings on the Form) and provide information needed to properly describe the proposed project.

### **10.3.1** Project Scope and Description

Explain how NIGP funding, if awarded, would enhance your nursing program's capacity to use simulation and skills lab instruction. Describe the program's current use of simulation and skills labs, along with existing funding that supports such usage. In addition, identify and describe the needs, including any focus on a specific program track and/or clinical courses, that will be addressed in the proposed project. For example, if the lack of trained faculty is a challenge, elaborate on the number of faculty and courses using simulation. If equipment is a challenge, discuss the program's current equipment inventory and what could be added to advance clinical instruction.

### **10.3.2** Project Goals

Specify the goals of your proposed project. The goals should be linked to your Project Scope and Description, and should address, at a minimum, the shift of clinical hours from traditional patient care clinical situations to simulation activities and the enhancement of students' clinical competency for hands-on patient care.

### **10.3.3** Implementation Methodology

Describe in detail how the project will achieve the proposed goals. Outline a progression of related activities and strategies during the Grant Period, and use the Timeline (Application Form 3) to provide greater detail. Include pertinent information to support the choice of activities and strategies, and briefly list project directors' qualifications and relevant experiences.

If the project proposes to increase the capacity of faculty to conduct simulation instruction, your description should include how such a goal will be achieved.

### **10.3.4** Project Evaluation

Explain how the project will demonstrate whether the proposed goals have been successfully achieved. Your description should be linked to your Project Scope and Description, Project Goals, and Implementation Methodology; address the Required Performance Measures listed in Section 10.6.2; and specify the type of information/data to be collected.

### **10.3.5** Contextual Information

Complete the table included in the Project Narrative form by providing the requested information for **your initial RN licensure program**. The information should reflect the most current data available to the Applicant, and the academic semester (e.g., Spring 2017) associated with that information should be identified in the table. If your program offers different tracks and **your proposed project focuses on a specific track, provide information for that specific track.**

### **10.3.6 Sustainability**

Describe how your nursing program will continue the project or similar activities after the Grant Period ends.

## **10.4 TIMELINE** (Application Form 3)

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

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

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

- Significant purchases, including those with a unit price higher than \$5,000
- Facility space renovation
- Data collection
- Project approval by the Institutional Review Board and any regulatory body, if applicable
- Significant hires, if applicable
- A signed contract with any compensated partner, if applicable

## **10.5 BUDGET** (Application Form 4)

This form, limited to three pages, describes budget items of the project in sufficient detail so that a reviewer can determine the appropriateness and rationale for the proposed costs. The budget items should be consistent with the goals, activities, and strategies described in the Project Narrative (Application Form 2).

### **10.5.1 General Instructions**

- The Applicant should review Sections 8.3-8.4 of this RFA before completing Application Form 4.
- Totals should represent costs for the 24-month period from January 1, 2018, to December 31, 2019, and should match the information entered on the Cover Page. Please round up to the nearest dollar.
- The THECB shall negotiate a final budget with each Awarded Applicant.

### **10.5.2 Instructions for Specific Budget Categories**

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

Definitions and reporting formats:

- Faculty and Staff Release Time for Curriculum and Course Redesign* – wages, salaries, and fringe benefits of employees at the Applicant that enable the work on curriculum and course redesign to support the shift of clinical hours to increased simulation. Entries shall be itemized for specific employees (e.g., project director's salary) or categories of employees (e.g., support staff salaries).
- Equipment (Including Software)* – detailed description and justification of each proposed item. If multiple purchases of the same item are proposed, the entry shall include the total cost and the unit price information as [*number of items @ unit price*].

- C. *Facility Space Renovation* – detailed description, location, and justification of the proposed work for the simulation and/or skills lab. Entries shall be itemized and, if applicable, list the unit price and total number of each item requested.
- D. *Faculty Development* – description and justification of each proposed item. If proposed training opportunities require domestic travel, the entries shall be itemized by specific trip (e.g., June 2018 simulation conference in Dallas). The THECB will not fund or provide reimbursement for travel to professional conferences that are outside of the United States or that are not relevant to the stated goals of this RFA or the proposed project.
- E. *NIGP Grant Meetings* – costs associated with employees of the Applicant attending two meetings at the THECB during the 24-month Grant Period (The meeting dates are listed in Appendix A). The meetings are expected to begin at 10:00 a.m. and end by 4:00 p.m. **For the first meeting, please include travel costs for both project directors, as their attendance will be required.** If staff at the Applicant institution have limited experience with NIGP grant requirements, it is strongly recommended that an additional institutional representative who will be providing administrative oversight and support to the NIGP-funded project also attend the first meeting.
- F. *Other Direct Costs* – all other costs not included in Categories A-E. Budget items included in this category shall be subject to special review by THECB staff.

## 10.6 PERFORMANCE MEASURES AND OUTCOMES (Application Form 5)

### 10.6.1 General Instructions and Definitions

This form, limited to three pages, projects outcomes of key performance measures that are quantifiable and aligned with the project’s goals. The outcomes of these measures should indicate the extent of the project’s success. Performance measures that are required for all NIGP-funded projects are specified in Section 10.6.2. The evaluation of the project and the reporting of its outcomes should follow the Family Educational Rights and Privacy Act (FERPA) regulations and guidelines.

Note the following definitions:

- *Goals* – the most significant achievements anticipated from the project. They should be identical to the goals described in the Project Narrative form.
- *Baseline* – the measure of the targeted population or situation at the beginning of the project. Applicants may use the information pertaining to the cohort immediately prior to the project as the baseline.
- *Outcomes* – the baseline measure plus the increase or decrease relevant to the population or situation based on the performance measure and goal.

### 10.6.2 Required Performance Measures

The following three performance measures are required for each NIGP-funded project under this RFA:

- Percentage of decrease in contact hours in hands-on patient care clinical situations *per targeted clinical course*
- Percentage of increase in clinical hours in simulation *per targeted clinical course*
- Student clinical competency achieved *per targeted clinical course* as measured by a specific clinical evaluation tool or instrument

The above measures shall be included under Goal 1 and Goal 2 in Application Form 5, Performance Measures and Outcomes. Application Form 5 provides an example for Goal 1, which addresses the decrease in contact hours in patient care situations and the increase in

clinical hours in simulation, in order to ensure that accurate information is presented in the Application.

For each clinical course targeted in the proposed project, Applicants shall include all three required performance measures. For each performance measure, include a baseline and *proposed* outcomes for both Year 1 and Year 2. (Awarded Applicants will report *actual* outcomes in the interim and final reports, which are discussed further in Section 11.21 of this RFA.)

Each performance measure concerning student clinical competency achieved shall name the clinical evaluation tool or instrument to be used and specify aggregated outcomes for the targeted clinical course (e.g., average test scores, percentage of students meeting objectives). A baseline is required for each performance measure related to student clinical competency.

### **10.6.3 Additional Performance Measures**

If your project proposes to increase the capacity of faculty to conduct simulation instruction, pertinent performance measures should be included, along with baselines and proposed outcomes, under Goal 3. Applicants should identify a maximum of three performance measures, along with a baseline and *proposed* outcomes for each performance measure. (Awarded Applicants will report *actual* outcomes in the interim and final reports.)

In incorporating additional goals and performance measures, an Applicant should include measures that align with the corresponding goal and represent the most relevant data that can be collected and reported to the THECB near the end of the first year of the Grant Period and/or at the end of the Grant Period. Except for the three required performance measures listed in 10.6.2, Applicants are allowed to include measures that only report outcomes for the second year of the Grant Period.

## **10.7 ATTACHMENT**

The following Attachment should be submitted, as applicable, as a PDF file. Applicant shall not include documents as attachments or appendices that are not specified in this section; such documents will be discarded and will not be forwarded to reviewers for application evaluation.

- Letter from Applicant requesting the THECB's consideration of exceptions, if applicable, to specific terms and conditions described in the RFA. Any exceptions must be clearly identified by section, and the Applicant's proposed alternative must be provided. Applicant cannot take a "blanket exception" to this entire RFA. If any Applicant takes a "blanket exception" to this entire RFA or does not provide alternative language, the Applicant's Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and the Applicant's attachment of such terms and conditions to an Application may disqualify the Application. The letter must be signed by an individual legally authorized to bind the Applicant institution.

## **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 the 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 date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by the THECB prior to the deadlines outlined in Section 4. The THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

### **11.3 CONFLICT OF INTEREST**

**11.3.1** Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by the THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

**11.3.2** *HB 1295 – Disclosure of Interested Parties.* The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission (TEC) has built an online portal for vendors/grantees. Vendors/ Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, please print, sign, and notarize before sending a final copy to the THECB. The TEC portal link can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

### **11.4 CONTRACT**

**11.4.1** Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. The THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at the THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. The THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.

**11.4.2** Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant' or 'Grantee.' Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the term 'Contract' or 'Agreement.'

## **11.5 PAYMENT TERMS**

Payments shall be provided on a cost-reimbursement basis. Payments shall be based upon actual expenditures of the project, up to the amount provided by the Grant Award. All grant-related expenses must be incurred on or prior to December 31, 2019.

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

Awarded Applicant will submit interim expenditure reports on July 16, 2018, October 9, 2018, January 23, 2019, and July 16, 2019. The final reimbursement payment will be made upon the THECB's approval of the final project report, which is due on February 5, 2020, and of the final expenditure report. The final expenditure report is due on March 12, 2020.

## **11.6 GRANT EXTENSION**

Grant Extensions are not allowed under this RFA.

## **11.7 PROPRIETARY INFORMATION**

During the performance of a project implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of the THECB. These data shall be handled in a method that concurs with the Family Educational Rights and Privacy Act (FERPA) regulations and guidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Applicant agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without the THECB's prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or Texas law.

## **11.8 RELEASE OF INFORMATION BY AWARDED APPLICANT**

**11.8.1 FERPA.** Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.

**11.8.2 Prior Notification.** Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

*This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of the THECB.*

**11.8.2.1** Potential Publication in News Media of any type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

**11.8.2.2** Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

**11.8.3** Any written publication shall be sent electronically to the THECB Point of Contact.

## **11.9 RELEASE OF APPLICATION INFORMATION BY THECB**

**11.9.1 Public Information Act.** Awarded Applicant understands and acknowledges that as a Texas state agency, the THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552, as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with the THECB in the production of documents responsive to any such requests under the Public Information Act. **Awarded Applicant is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.** The THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This RFA, Awarded Applicant's Application, any Grant awarded to the Applicant, and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. To the extent Grantee is subject to the Public Information Act, Grantee will notify the THECB's General Counsel within 24 hours of receipt of any third party requests for information it receives relating to this Agreement.

**11.9.2** All submitted Applications become the property of the THECB after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Contract. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

**11.9.3** Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such

identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in **boldface** type at least **14 point font**. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

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

## **11.10 AMENDMENT AND TERMINATION**

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

**11.10.2** *THECB Right to Terminate for Cause.* As consistent with applicable law, the THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as the THECB may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 11 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program, or a failure to perform any of the work under the Contract to the THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. The THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with the THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, the THECB may exercise any and all rights as may be available to it by law or in equity.

**11.10.3** *Interpretation.* As consistent with applicable law, the Contract may be terminated in the event that federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by the THECB to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. The THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Grant Period to incorporate any modifications necessary for the THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

**11.10.4** *Effect of Termination.* As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the notice directs otherwise), refund partially or fully all Grant proceeds in accordance with written

notice, and shall deliver or otherwise make available to the THECB, a summary of work products developed by Awarded Applicant under the Contract, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. The THECB shall be liable to Awarded Applicant for that portion of the Services authorized by the THECB and which have been completed prior to the effective date of termination, provided that the THECB shall not be liable for any work performed that is not acceptable to the THECB and/or does not meet Contract requirements.

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

## **11.11 NOTICE**

**11.11.1** *Form of Notice.* All notices and other communications in connection with this Agreement shall be in writing.

**11.11.2** *Method of Notice.* All notices must be given (i) by personal delivery, (ii) by an express courier (with confirmation), (iii) mailed by registered or certified mail (return receipt requested), (iv) facsimile, or (v) electronic mail to the parties at the address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

**11.11.3** *Receipt of Notice.* A notice in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

**11.11.4** The THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

## **11.12 ASSIGNMENT OR SUBCONTRACTING**

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

## **11.13 LIABILITY AND INDEMNIFICATION**

### **11.13.1 LIABILITY**

**11.13.1.1** Neither the THECB's review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the work required by the Contract.

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

**11.13.1.3 Sovereign Immunity.** The THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between the THECB and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to the THECB or Awarded Applicant beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

## **11.13.2 INDEMNIFICATION**

### **(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)**

**11.13.2.1 Acts or Omissions.** Grantee shall indemnify and hold harmless the State of Texas and THECB AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Grantee or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **11.13.2.2 Infringements.**

(a) Grantee shall indemnify and hold harmless the State of Texas, THECB AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) Grantee shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Grantee's written approval, (iii) any modifications made to the product by the Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB, or (v) any use of the product or service by THECB that is not in conformity with the terms of any applicable license agreement.

(c) If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against THECB, shall), at Grantee's sole option and expense: (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

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

(a) GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

(b) GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**11.14 INSURANCE**

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

Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect the THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee's obligations under the Agreement. Grantee represents and warrants that it will, within five (5) business days of receiving the THECB's request, provide the THECB with current certificates of insurance or other proof acceptable to the THECB of the following insurance coverage:

Standard Workers Compensation Insurance in accordance with the following statutory limits covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident \$1,000,000, Disease- Each Employee \$1,000,000, Disease-Policy Limit \$1,000,000.

Commercial General Liability:

Occurrence based: Bodily Injury and Property Damage, Each occurrence limit: \$1,000,000; Aggregate limit: \$2,000,000; Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products /Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000.

Grantee represents and warrants that all of the above coverage is with companies licensed in the state of Texas with at least an "A" rating from A.M. Best Company, and authorized to provide the requisite coverage. Grantee also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to the THECB. Grantee represents and warrants that it shall maintain the above insurance during the term of this Agreement. Grantee is not relieved of any liability or any other obligations assumed under this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## **11.15 OWNERSHIP OF WORK**

**11.15.1 *Definition of work.*** For the purposes of this Contract, the term "work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract.

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

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

## **11.16 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.

## **11.17 INSPECTIONS/SITE VISITS**

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

## **11.18 AUDIT AND ACCESS TO RECORDS**

**11.18.1** Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) THECB's Internal Auditor, and (4) any external auditors selected by THECB, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract the Awarded Applicant awards.

**11.18.2** Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by the THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Contract, the date of the receipt by the THECB of Awarded Applicant's final claim for payment or final expenditure report, the date all related billing questions are resolved, or the date any related litigation issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

**11.18.3** Each Grantee institution shall have a system established in writing to ensure that appropriate officials provide all necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to Grant terms and conditions under the Contract.

**11.18.4** The THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse the THECB within 30 calendar days of receipt of notice from the THECB of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

## **11.19 ACCOUNTING SYSTEM**

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

## **11.20 NON-APPROPRIATION OF FUNDS**

The Contract may be terminated if funds allocated to the THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that the THECB is unable to obtain additional funds for such purposes. The THECB shall negotiate efforts as first consideration and if such efforts fail, then the THECB shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. The THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or THECB beyond the then existing biennium.

## **11.21 REPORTING REQUIREMENTS**

**11.21.1** Awarded Applicant shall be required to complete project evaluations for a project funded as a result of this RFA.

**11.21.2** Awarded Applicant shall submit two written project reports as specified by the THECB: a one-year interim project report due on January 10, 2019, and a final project report due on February 5, 2020. The THECB shall provide templates for reporting.

**11.21.3** Awarded Applicant shall submit five financial expenditure reports as specified by the THECB: interim reports due on July 16, 2018; October 9, 2018; January 23, 2019; and July 16, 2019; and a final expenditure report due on March 12, 2020. The THECB shall provide templates for reporting.

## **11.22 STATE FISCAL COMPLIANCE GUIDELINES**

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.

## **11.23 APPLICABLE LAW AND VENUE**

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise required by statute, the exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

## **11.24 APPLICANT RESPONSIBILITIES**

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

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

### **11.25 KEY PERSONNEL**

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to meet project requirements and outcomes. Awarded Applicant shall provide to the THECB prior written notice of any proposed change in key personnel involved in accomplishing the Grant Award. No substitutions of key personnel will be made without the prior written consent of the THECB. All requested substitutes must be submitted to the THECB, together with the information about the substitutes' qualifications. The key personnel that will be assigned to work on the Grant Award are considered to be essential to accomplishing the project.

### **11.26 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES**

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to the THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and the THECB shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts it is authorized by the THECB to enter.

### **11.27 SUPPLANTING PROHIBITION**

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

### **11.28 CARRYOVER FUNDS**

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

### **11.29 TIME AND EFFORT RECORDKEEPING**

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

### **11.30 FORMS, ASSURANCES, AND REPORTS**

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

### **11.31 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.

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

### **11.32 FORCE MAJEURE**

The THECB may grant relief from performance of this Contract if Awarded Applicant is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Awarded Applicant. The burden of proof for the need of such relief shall rest upon the Awarded Applicant. Awarded Applicant shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if Force Majeure has occurred.

### **11.33 DISPUTE RESOLUTION**

If the THECB determines that any work product is not acceptable, the THECB shall notify Awarded Applicant of the specific deficiencies in writing. Awarded Applicant shall then undertake all steps necessary to correct any deficiencies at no additional cost to the THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the THECB and Awarded Applicant to attempt to resolve any claim for breach of Awarded Applicant.

### **11.34 SEVERABILITY AND STRICT PERFORMANCE**

The invalidity, illegality, or unenforceability of any provisions of the Contract shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the THECB and Awarded Applicant hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by the THECB or Awarded Applicant at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. The THECB's review, approval, acceptance of, or payment for any of the services provided in the Contract shall not be construed to operate as a waiver of any of its rights under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

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

July 17, 2017	Inquiry Deadline
July 20, 2017	Application Deadline
November 15, 2017	THECB Announces Grant Awards
January 1, 2018	Grant Period Begins
January 11, 2018	Awarded Applicants Attend First Meeting in Austin
June 30, 2018	Delivery Deadline for Equipment, including Software, with a Unit Price Higher Than \$5,000
July 16, 2018	First Expenditure Report Is Due to THECB
October 9, 2018	Second Expenditure Report* Is Due to THECB
December 31, 2018	Completion Deadline for Renovation Work
January 10, 2019	Interim Project Report Is Due to THECB
January 23, 2019	Third Expenditure Report Is Due to THECB
February 26, 2019	Awarded Applicants Attend Second Meeting in Austin
July 16, 2019	Fourth Expenditure Report Is Due to THECB
December 31, 2019	Grant Period Ends—All Grant Expenses Must Be Incurred
February 5, 2020	Final Project Report Is Due to THECB
March 12, 2020	Final Expenditure Report Is Due to THECB

\*The Second Expenditure Report is only for costs associated with Budget Category B. Equipment (Including Software).

**APPENDIX B: EVALUATION FORM**

<b>NIGP Evaluation Form</b>	<b>Project #</b>	<b>Reviewer #</b>
<b>Building Simulation and Skills Lab Capacity</b>		

<b><i>PART A - Proposal Scoring</i></b>	<b>Max. Points</b>	<b>Actual Points</b>
<p><b>Project design</b></p> <ul style="list-style-type: none"> <li>• The project is well defined and has a cohesive design. [10]</li> <li>• The project can be completed within the Grant Period. [5]</li> <li>• The proposed project is realistic and appropriate to the challenges identified by the Applicant. [10]</li> <li>• The proposed activities and strategies are appropriate and are described in sufficient detail. [10]</li> <li>• Project activities would likely continue after the Grant Period ends. [5]</li> </ul>	<b>40</b>	
<p><b>Project goals</b></p> <ul style="list-style-type: none"> <li>• Project goals align with the overall goals of the RFA in shifting clinical hours from traditional patient care situations to simulation activities and enhancing students' clinical competency for hands-on patient care. [20]</li> <li>• The Applicant proposes to increase the capacity of faculty to conduct simulation instruction and includes a realistic implementation plan that ensures quality clinical experiences. [10]</li> </ul>	<b>30</b>	
<p><b>Cost effectiveness</b></p> <ul style="list-style-type: none"> <li>• Budget items are consistent with the allowable costs and restrictions specified in the RFA. [5]</li> <li>• Budget items are appropriate for the project goals. [15]</li> <li>• The estimated costs of the budget items are reasonable and are explained adequately. [10]</li> <li>• Overall, the project makes effective use of grant funds. [10]</li> </ul>	<b>40</b>	

<p><b>Evaluation and expected outcomes</b></p> <ul style="list-style-type: none"> <li>• The proposed project evaluation for determining the success of the project is described in sufficient detail and includes relevant information/data to be collected. [10]</li> <li>• The expected outcomes are realistic. [10]</li> <li>• The expected outcomes would make a significant impact on reducing the number of contact hours in patient care clinical situations, while also ensuring preparedness among students. [20]</li> <li>• There is a feedback mechanism for improving the project during the Grant Period. [5]</li> <li>• There are sufficient staffing and resources to ensure that project evaluation information/data will be properly collected and reported. [5]</li> </ul>	<b>50</b>	
<b>TOTAL POINTS</b>	<b>160</b>	
<p><b><i>PART B – Budget Revision</i></b></p> <p>Revise Budget to \$_____</p> <p><i>Please include your notes to explain the revision under "Cost effectiveness."</i></p>		

## **APPENDIX C: APPLICATION FORMS**

**Nursing Innovation Grant Program  
Building Simulation and Skills Lab Capacity**

**COVER PAGE**

Applicant Institution:	
Current Approval Status from Texas Board of Nursing for the Initial RN Licensure Program:	
Total NIGP Funding Requested for 24-month Period Ending 12/31/2019 (up to \$200,000): \$	
Year 1 Funding Request (1/1/2018-12/31/2018): \$	Year 2 Funding Request (1/1/2019-12/31/2019): \$
Contact Information and Signatures	
Project Director's Name (typed):  Phone: Email Address: Mailing Address:  <hr style="width: 80%; margin-left: 0;"/> Project Director Signature	Co-Project Director's Name (from same institution):  Phone: Email Address: Mailing Address:  <hr style="width: 80%; margin-left: 0;"/> Co-Project Director Signature
Contact Person's Name and Title at Office of Sponsored Projects (typed):  Phone/Email:  Mailing Address:	
Authorized Institutional Representative's Name and Title (typed):   I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I further certify that if NIGP program funds are awarded, this institution accepts the obligation to comply with terms and conditions set by the Texas Higher Education Coordinating Board.	
<hr style="width: 80%; margin-left: 0;"/> Authorized Institutional Representative Signature	<hr style="width: 80%; margin-left: 0;"/> Date

**Nursing Innovation Grant Program  
Building Simulation and Skills Lab Capacity**

**PROJECT NARRATIVE**

Applicant Institution:
------------------------

**1. Project Scope and Description**

**2. Project Goals**

**3. Implementation Methodology**

**4. Project Evaluation**

**5. Contextual Information**

*\*If your program offers different tracks and your proposed project focuses on a specific track, provide information for the track that is the focus of the proposed project. Otherwise, complete the table with information for your initial RN licensure program.*

a. Identify the academic semester to which the following information pertains:	<i>e.g., Spring 2017</i>
b. The program track that is the focus of the proposed project, if applicable:	
c. Total number of enrolled nursing students:	
d. Titles and numbers for required nursing courses that offer clinical or simulation experiences:	• •
d-1. Titles and numbers for required nursing courses that offer simulation:	• •
d-2. Total number of students enrolled in required nursing courses that offer simulation:	
e. Total number of contact hours of clinical instruction: (including computer activities, nursing skills, simulation activities, and patient care clinical situations)	
f. Number of contact hours in patient care clinical situations:	
g. Number of contact hours in simulation lab:	
h. Total number of faculty providing clinical instruction:	
h-1. Total number of faculty proficient in conducting simulation:	
h-2. Average ratio of faculty proficient in simulation to students during simulation activities:	
i. Does the nursing program employ a simulation coordinator?	

**6. Sustainability**

**Nursing Innovation Grant Program  
Building Simulation and Skills Lab Capacity**

**TIMELINE**

Applicant Institution:
------------------------

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

**Nursing Innovation Grant Program  
Building Simulation and Skills Lab Capacity**

**BUDGET**

Applicant Institution:		
Budget Detail By Category	Year 1	Year 2
<b>A. Faculty and Staff Release Time for Curriculum and Course Redesign</b>		
•	\$	\$
•	\$	\$
<i>Release Time Total</i>		\$
<b>B. Equipment (Including Software)</b>		
•	\$	\$
•	\$	\$
<i>Equipment (Including Software) Total</i>		\$
<b>C. Facility Space Renovation</b>		
•	\$	\$
•	\$	\$
<i>Facility Space Renovation Total</i>		\$

Budget Detail By Category	Year 1	Year 2
<b>D. Faculty Development</b>		
•	\$	\$
•	\$	\$
<b><i>Faculty Development Total</i></b>	<b>\$</b>	<b>\$</b>
<b>E. NIGP Grant Meetings</b>		
•	\$	\$
<b><i>NIGP Grant Meetings Total</i></b>	<b>\$</b>	<b>\$</b>
<b>F. Other Direct Costs</b>		
•	\$	\$
<b><i>Other Direct Costs Total</i></b>	<b>\$</b>	<b>\$</b>
<b>Total NIGP Funding for Each Year</b>	<b>\$</b>	<b>\$</b>
<b>Total NIGP Funding for Grant Period</b>	<b>\$</b>	

**Nursing Innovation Grant Program  
Building Simulation and Skills Lab Capacity**

**PERFORMANCE MEASURES AND OUTCOMES**

Applicant Institution:			
Goals and Performance Measures	Baseline	Year 1 Outcomes Proposed : Actual	Year 2 Outcomes Proposed : Actual
<b>Example Goal 1:</b> Shift clinical hours from traditional patient care clinical situations to simulation activities. <i>Note: Formulas for percent decrease and increase calculations are provided in the example to ensure accurate information for Goal 1. The submitted application does not need to include formulas.</i>			
• Percent decrease in contact hours in patient care clinical situations in <i>RNSG 1160</i>	80 hrs	10% (72 hrs) : <i>10% = (80-72)/80</i>	15% (68 hrs) : <i>15% = (80-68)/80</i>
• Percent increase in clinical hours in simulation in <i>RNSG 1160</i>	20 hrs	40% (28 hrs) : <i>40% = (28-20)/20</i>	60% (32 hrs) : <i>60% = (32-20)/20</i>
<b>Goal 1:</b> Shift clinical hours from traditional patient care clinical situations to simulation activities.			
• Percent decrease in contact hours in patient care clinical situations in < <i>TARGETED CLINICAL COURSE 1</i> >		:	:
• Percent increase in clinical hours in simulation in < <i>TARGETED CLINICAL COURSE 1</i> >		:	:
•		:	:
•		:	:
<b>Goal 2:</b> Enhance students' clinical competency for hands-on patient care.			
• Student clinical competency achieved in < <i>TARGETED CLINICAL COURSE 1</i> > based on < <i>CLINICAL EVALUATION TOOL/INSTRUMENT</i> >		:	:
•		:	:
•		:	:
<b>Goal 3:</b> Increase capacity of faculty to conduct simulation instruction.			
•		:	:
•		:	:
•		:	:
<b>Goal 4:</b>			
•		:	:
•		:	:
•		:	:

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



Texas Higher Education  
Coordinating Board

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

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

Grantee Name and Address:  <b>{contracted_party}</b> <b>{contractedPartyAddress}</b> <b>{contractedPartyCity}, {contractedPartyState}</b> <b>{contractedPartyZip}</b>	Grant Title: <b>Nursing &amp; Allied Health</b>
	Amount of Award: \$ <b>{total_\$}</b>
	Division: <b>Academic Quality and Workforce</b>
	Term of Grant: <b>January 1, 2018– December 31, 2019</b>
	Payment Method: <b>Reimbursement</b>

Authority: **Texas Education Code, Section 63.202 (f) and (g)**

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

Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.

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