



REQUEST FOR APPLICATIONS

Autism Grant Program
Parent-directed Treatment

2019-2020

BMS# 21092

APPLICATION DEADLINE: 5:00 p.m. CST, December 17, 2018

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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Autism Grant Program (AGP)

1.2 SYNOPSIS OF PROGRAM

In 2017, the 85th Texas Legislature, Regular Session passed the General Appropriations Act, Senate Bill (SB) 1, Article III, Section 50, which directs the Texas Higher Education Coordinating Board (Coordinating Board/THECB) to award grants to existing autism research centers at Texas public and private institutions of higher education for projects in three award categories: 1) Parent-directed Treatment, 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals, and 3) Research, development, and evaluation of innovative autism treatment models.

The 2019-2020 Request for Applications (RFA) will provide grant awards to eligible applicants for **Parent-directed Treatment**. Funding will be awarded and distributed to one or more autism research centers at Texas public and private institutions of higher education.

Parent-Directed Treatment – total amount available for all awarded projects is \$1,787,269 over two years to existing autism research centers that collectively serve a combined total of 1,097 children through parent-direct treatment methods. Parent-Directed treatment models are those which include parents and/or caregivers, including parents, legal guardians, extended family members, and caregivers in the treatment of children with Autism Spectrum Disorder (ASD), supervised regularly by trained professionals. The treatment strategies must be evidence-based, but are not limited to Behavioral Analyst methodologies.

The program has prescribed numbers of children to be served. In the first year (2019), the number of children served needs to meet or exceed 350 children for all projects combined. In the second year (2020), the number of children served needs to increase to a minimum of 750 children.

1.3 PROGRAM AUTHORITY

The 85th Texas Legislature appropriated funding to the Coordinating Board in the General Appropriation Act, SB 1, and provides direction about the grant program, available funding, and its use in Article III-Texas Higher Education Coordinating Board, Rider 50.

1.4 POINT OF CONTACT

All inquiries and communications concerning this RFA should be directed **in writing** via email to the following emails: agp@theccb.state.tx.us and melinda.valdez@theccb.state.tx.us, and should be addressed to the Point of Contact:

Melinda Valdez, EdD, Program Director
Academic Quality and Workforce, Texas Higher Education Coordinating Board
Phone: 512-427-6115

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. The Point of Contact will designate another agency representative to communicate on her behalf, if necessary.

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

There is one funding category under the AGP to be awarded: 1) Parent-directed Treatment. THECB may award one or more AGP awards for the one grant category to one or more Applicant(s) to provide treatment to serve the maximum number of children with Autism Spectrum Disorder (ASD).

The THECB expects to award AGP Parent-directed Treatment grants in an amount up to \$300,000 per Grant Award for the Grant Period, January 2019 through December 2020.

2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) anticipated in January 2019, and will conclude on December 31, 2020, 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 2020 - December 2020) 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 2019 through December 2020, of the Grant Period.

2.3 APPLICATION TIMELINE AND DEADLINE

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 and any portion of this RFA by publishing an addendum. A Calendar of Events for the entire Grant Period is in Appendix A. **The application deadline is December 17, 2018, 5:00 PM, Central Standard Time.**

| Dates | Application Steps |
|---|--|
| December 17, 2018 | Submission of Application Deadline |
| By December 19, 2018 | Confirmation of Application Receipt by THECB |
| January 2018 | THECB Announces Grant Awards |
| Upon execution of Notice of Grant Award (NOGA), in January 2019 | Grant Period Begins |
| December 31, 2020 | Grant Period Ends |

2.4 DISTRIBUTION OF AWARD FUNDS: PAYMENT TERMS

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

2.4.2 Payment Terms. APG is funded through a state appropriation from General Revenue through an appropriation made to the THECB. Awarded Applicant shall receive payments under

AGP through electronic funds distribution. All grant-related expenses must be incurred on or prior to December 31, 2020.

- An initial payment of approximately one-half of the total grant award will be made upon execution of the NOGA and two additional equal payments for the remaining funds shall be made based on the Applicant demonstrating its achievement of stated goals and provision of treatment to children with ASD. The second and third equal payments for the remaining funds will be made on or near January 27, 2020 and October 26, 2020 if the Applicant/Grantee has satisfied the requirements of the grant as determined by the THECB.
- THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Grant Period. As consistent with the Uniform Grant Management Standards ("UGMS"), after making a finding that an Awarded Applicant has failed to perform or failed to conform to Grant Conditions, THECB may retract or reduce the Grant Amount for the Awarded Applicant.

2.4.3 Last Day of Expenditures. At the discretion of THECB, unexpended funds may carry over from each fiscal year of the Grant Period. Grant Award funding must be expended by December 31, 2020.

2.4.4 Return of Unexpended Funds. Grantee institutions shall return any unexpended or unused funds for Coordinating Board processing and finalization of financial documentation on or before February 12, 2021, to allow for inclusion of any unexpended funds in the Final Financial Report that is due on or before March 12, 2021. **The anticipated amount of any unexpended or unused funds that will be returned must be reported in the seventh progress report, due on October 9, 2020.** See Section 7.5.

2.4.5 Grant Extensions. An Awarded Applicant may be eligible to apply for a no-cost extension on the project, which may be granted at the THECB's sole discretion. No-cost extension requests to the THECB Point of Contact must include a budget worksheet, narrative rationale, and activity timeline pertaining to the no-cost extension period. The deadline for requesting a no-cost extension is June 30, 2020. See Section 7.2.

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANT AND ELIGIBLE AUTISM RESEARCH CENTERS

An eligible Applicant is a Texas institution of higher education, as defined in Texas Education Code 61.003, and as of September 1, 2017, operates an existing autism research center or conducts autism research.

An eligible Applicant is hereinafter "Applicant," which, once selected, becomes an "Awarded Applicant" or "Grantee."

AGP funding is competitive. Selection of Awarded Applicants is based on meeting specific criteria, which include efficiently and effectively serving the most children with ASD during the grant period.

An eligible autism research center includes centers, institutes, departments, colleges, and schools, which are part of a Texas public or private institution of higher education and were

actively engaged in autism research and treatment of children with ASD on or before September 1, 2017.

3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

Each eligible Applicant may submit, under this RFA, only one Application per autism research center. If an eligible institution of higher education has more than one autism research center, it may submit more than one Application.

4 APPLICATION SUBMISSION

Each Applicant must submit electronically by an authorized agent of the Applicant institution, including required attachments (Appendix C) and applicable attachments (see Section 9.6) on or before December 17, 2018 to agp@thecb.state.tx.us. The Point of Contact listed in Section 1.4 should also be copied. **File name and email subject line should contain "AppSub.AGP.Institution's Abbreviation.2019-20,"** for example "AppSub.AGP.TTU.2019-20." The THECB recommends a size limit per email of 3 MB, including attachments. Applicant may submit multiple emails to accommodate the file-size restriction. Submissions that require THECB to utilize a third party site to retrieve Application forms and attachments will not be accepted. **APPLICATION DEADLINE: 5:00 p.m., CST, December 17, 2018. Late or incomplete Applications and Applications submitted to an address different from the specified AGP 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 December 19, 2018. If an Applicant does not receive such confirmation from the THECB by December 19, 2018, 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 agp@thecb.state.tx.us, with melinda.valdez@thecb.state.tx.us copied in the email. 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. CST, December 17, 2018. The subject line of the email containing questions should include **"AppQ.AGP.Institution's abbreviation.2019-20."** for example, **"AppQ.AGP.TTU.2019-20."**

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

The THECB is seeking to award grants to eligible autism research centers at Texas institutions of higher education to improve and expand the treatment of children with ASD. The Application will address **one** category, with a specific amount of funding available: 1) **Parent-Directed Treatment**.

This RFA is seeking Applications from Texas public or private institutions of higher education, per Texas Education Code 61.003, that collectively serve a combined two-year total of at least 1,097 children through parent-direct treatment methods. In the first year (2019), the number of children served needs to meet or exceed 350 children for all projects combined. In the second year (2020), the number of children served needs to increase to a minimum of 750 children.

7 PROJECT REQUIREMENTS

7.1 ELIGIBLE PROJECT DIRECTOR

The Project Director is the researcher, educator (including tenure- and non-tenure track faculty), or institutional administrator, who is responsible for the implementation and oversight of the proposed project.

The Project Director shall be an existing employee at the Applicant. One additional co-project director may be named from the Applicant, if that person also meets these eligibility requirements and shares responsibility for the project. A replacement for the co-project director shall be an existing employee at the Applicant.

If a proposed project director has limited experience with program evaluation, THECB recommends that two project directors be named: one to design and implement the project, and the second to evaluate it.

Awarded Applicant shall **immediately** notify THECB Point of Contact of any anticipated change in Program Director and/or Co-Director and to receive THECB approval of the change. A curriculum vitae must be submitted in order to review the request. See Section 10.24.

7.2 PROJECT LENGTH

The planning, implementation, and evaluation of the Awarded Applicant's AGP project must be completed within the Grant Period, which begins upon execution of the Notice of Grant Award (NOGA) and ends on December 31, 2020. Awarded Applicants will have contractual obligations that extend beyond the Grant Period. If necessary Awarded Applicant may request a no-cost extension, if appropriate. The deadline to apply for a no-cost-extension is June 30, 2020.

7.3 FUNDING RESTRICTION

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

7.4 ALLOWABLE COSTS, RESTRICTIONS, AND BUDGET CHANGES

7.4.1 Allowable Cost Categories. The Applicant should refer to Section 9.5.2 for instructions for specific budget categories. The THECB shall negotiate a final budget with each Awarded Applicant.

7.4.2 Prohibited Costs. The following costs shall not be included in the proposed budget or be paid with AGP funds; AGP projects are **prohibited** from expending AGP funds on the following:

- Costs incurred prior to the Grant Period
- Salaries or other stipends that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position) at the institution. 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.

- Researcher or paraprofessional recruiting expenses, including travel, entertainment, and relocating expenses
- Travel expenses for children with ASD or members of their families participating in the AGP
- Capital equipment
- 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 students and research assistants are allowed.)
- Foreign travel and other travel not consistent with State of Texas guidelines
- Indirect costs
- Food, beverages, and supplies that are considered consumables

7.4.3 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

7.4.4 Budget Changes. Transfer of approved budgeted funds across budget categories is allowable, provided that overall expenditures do not exceed the total grant award. **Prior written approval is required for budget transfers across budget categories that cumulatively exceed 10 percent of the total Grant Award during the Grant Period.**

7.5 REPORTING REQUIREMENTS

Awarded Applicant shall be required to complete project evaluations for a project funded as a result of this RFA. Applicant agrees to submit Program Progress Reports electronically, via email to agp@theccb.state.tx.us. The first report shall be submitted no later than April 12, 2019, the second report by July 12, 2019, the third report by October 11, 2019, the fourth report by January 10, 2020, the fifth report by April 10, 2020, the sixth report by July 10, 2020, seventh report by October 9, 2020 (the anticipated amount of any unexpended or unused funds that will be returned must be reported in the seventh progress report, due on October 9, 2020, see Section 2.4.4.), and eighth report by January 8, 2021. Each Program Progress Report must include expenditures for that reporting period and to date; total number of children served for that reporting period. **The THECB shall provide templates for reporting and reporting instructions.**

7.5.1 Program Progress Reports. The AGP Progress Reports will provide a detailed description of all grant activities, the number of children with ASD reached directly by the treatments, the number of parent/children pairs trained, and a budget including detailed information about the expenditures by Budget Category and unexpended balance. Where relevant to the specific grant project, the AGP Progress Reports should also describe the treatment methodologies used, an accounting of all people trained in treatment methodologies (with names of children with ASD and their families withheld; see Section 10.5), and preliminary results of studies or treatments under development.

7.5.2 Final Financial Report. No later than March 12, 2021, Awarded Applicant shall submit electronically a Final Financial Report to THECB via email to agp@theccb.state.tx.us. The Final

Financial Report shall 1) detail the actual expenditures for the grant period by purpose and amount, 2) document the unexpended balance of AGP funds as of December 31, 2020, and 3) include a statement by the authorized institutional representative certifying expenditures and unexpended balance.

7.5.3 Delinquent Reports. AGPs with any required reports deemed to be delinquent may be ineligible to receive continued funding or cause termination as provided Section 10.8.

8 SELECTION FOR FUNDING: 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. General selection criteria shall be based on the number of children with ASD served, project quality as determined by reviewer criteria, cost of the project, financial ability to conduct the project, state and regional needs and priorities, ability to continue the project after the Grant Period, and past performance on THECB grants.

THECB staff shall review Applications to determine if they adhere to the Grant program requirements and the funding priorities contained in the RFA. An Application must meet the requirements of the RFA and be submitted with proper authorization before or by the deadline specified by the THECB to qualify for further consideration.

THECB staff shall evaluate Applications for the **Parent-directed Treatment Grant**, which must indicate the number of parent/children pairs with ASD that will be served within the space of each year, and the grand total for the grant period.

The available program funding may be awarded to multiple Applicants so that the total number will collectively serve a combined two-year total of at least 1,097 children with ASD through parent-direct treatment methods. In the first year (2019), the number of children served needs to meet or exceed 350 children for all projects combined. In the second year (2020), the number of children served needs to increase to a minimum of 750 children.

The Applicant must demonstrate that parents, legal guardians, immediate family members, and/or caregivers will be effectively instructed in treatment methods.

THECB staff may seek consultation with national experts in the field to assist in the evaluation of submitted Applications. Reviewers will use selection criteria to score applications. The criteria are listed on the Evaluation Form in Appendix B.

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner. The Commissioner shall make the final funding decision and submit it to THECB Board members for their final approval as consistent with THECB Rule 1.16. It is anticipated that Board staff will notify Applicants eliminated through the screening process within 30 days of the submission deadline.

9 APPLICATION FORMAT AND CONTENT

9.1 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 (Appendix C). The file name shall read as the initials of the Applicant institution, for example "AppSub.AGP.TTU.2019-20." Also see Section 4.

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.

9.2 COVER PAGE AND TRANSMITTAL LETTER

The Cover Page (Appendix C) provides general information about the Application and includes authorized signatures. The Application must be certified and submitted by an individual who is legally authorized to submit the Application on behalf of the Applicant. The Cover Page will provide general information about the proposed AGP, including:

Name of Applicant -- Texas public or private institution of higher education.

Name and Launch Date of Autism Research Center -- autism research center, institute, or an ongoing effort with an institution's specific college, school, or a department or unit within a college or school. Include the launch date when the first ASD research began at the location.

Point of Contact(s) – Point of Contact is the institution's person(s) responsible for addressing all questions about the proposed AGP project, typically this should be the Project Director and may include the Co-Project Director. Provide individual's contact information, including name, position, address, email, and phone number (direct office line and/or cellular number only; submitting a general college/school/center/department phone number is not acceptable). Include the Co-Project Director's contact information, if applicable. Include a biographical sketch/abbreviated curriculum vitae for key personnel, not to exceed five pages (Section 9.6).

A Transmittal Letter shall identify the Applicant and project director, and co-director if applicable, submitting the Application. The Transmittal Letter should include a commitment by the Applicant to carry out the proposed project. The transmittal letter must specifically reference this RFA and include **"full acceptance of the terms and conditions described in this Request for Applications."** The Transmittal Letter also must state, **"The Application enclosed is binding and valid at the discretion of the Texas Higher Education Coordinating Board for a period of ninety (90) days."**

Include any request to 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.

9.3 AUTISM GRANT PROGRAM PROJECT NARRATIVE

The Project Narrative should address the following topics (word limits included in Appendix C) and provide information needed to properly describe the proposed project.

9.3.1 Project Summary

Highlight key points of the Application, including defined goals and objectives, project partners (if applicable), the population targeted, and a brief rationale for selected strategies to achieve goals and objectives.

9.3.2 Project Scope, Goals, and Description

Describe the proposed project. Provide detailed information about the targeted population to be served, including ages, type of service provided, location of service delivery, and project goals. Progress on reaching project goals should be built into the evaluation design and reporting. Include enough information about previous research, methods, and techniques to adequately support the choice of activities in the project design. Identify all partners and describe their role in the project, including contribution to planning and implementation.

Specify the goals of the proposed project. Identify what the project will accomplish and how accomplishments will be measured. The goals should be linked to the Project Scope and Description. Address how many parent/children pairs with ASD will be served. For purposes of this RFA, the state requires that 2019-20 AGP grant awards collectively serve a combined total of at least 1,097 children through parent-direct treatment methods. In the first year (2019), the number of children served needs to meet or exceed 350 children for all projects combined. In the second year (2020), the number of children served needs to increase to a minimum of 750 children. Include a detailed description of how the AGP funding will expand and improve efforts in place or implement new efforts to provide training for parents and/or caregivers, including parents, legal guardians, extended family members, and caregivers in the treatment of children with ASD.

9.3.3 Implementation Methodology

Provide a thorough description of the methodology that will be used. 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 (Appendix C) to provide greater detail. Describe data sources and methods for data collection. Include pertinent information to support the choice of activities and strategies, and briefly list project directors' qualifications and relevant experiences (biographical sketch/abbreviated curriculum vitae for key personnel to be included as an attachment, see Section 9.6).

9.3.4 Project Evaluation

Describe how the evaluation process aligns with the specific project goals. Explain how the project will demonstrate whether the proposed goals have been successfully achieved. The evaluation description should be linked to the Project Scope and Description, Project Goals, and Implementation Methodology, and specify the type of information/data to be collected. Include quantitative and qualitative performance measures that identify major outcomes during the Grant Period.

Identify the key personnel who will conduct and evaluate the project. Include sufficient staffing to ensure that data for the program evaluation are properly collected, analyzed, and reported. Allocate funds for evaluation in the project budget (see Section 9.5).

Describe how Family Educational Rights and Privacy Act (FERPA) laws would be followed. Describe how project outcomes would be made public or disseminated, and how outcomes would be FERPA-compliant and reported pursuant to Sections 10.5 of this RFA.

9.3.5 Sustainability Plan

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

9.4 TIMELINE

Provide a detailed timeline describing how the Parent-directed Treatment project will be implemented. The timeline should cover the two year grant period and allow time for start-up, implementation, evaluation, and grant close-out.

The timeline is limited to three pages and 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 must include entries for the following activities:

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

9.5 BUDGET

The total budget should include costs, rounded to the nearest dollar, for the Grant Period, which runs from the execution of the NOGA through December 31, 2020. The budget must include the AGP project's costs and estimated expenditures by amount in each Allowable Cost Category over the Grant Period (see Section 7.4). During final budget planning, please note prior written approval is required for budget transfers across budget categories that cumulatively exceed 10 percent of the total Grant Award during the Grant Period (see Section 7.4.4).

The budget justification is limited to 1,500 words and describes items in the project in sufficient detail so that a reviewer can determine the appropriateness and rationale for the proposed expenditures. The budget items should be consistent with the goals, activities, and strategies described in the Project Narrative (Appendix C).

9.5.1 General Instructions

- The Applicant should review Sections 7.3-7.4 of this RFA before completion (Appendix C).
- Totals should represent expected expenditures for the 24-month period upon execution of the NOGA (anticipated January 2019), through December 31, 2020, and should match the information entered on the Cover Page. Please round up to the nearest dollar.
- AGP funds shall not be substituted for or supplant any other funds available to the Applicant.
- The THECB shall negotiate a final budget with each Awarded Applicant.

9.5.2 Instructions for Specific Budget Categories

Under a budget category, each row should represent a major expenditure. The text under each row should describe the expenses and function, and explain how the expense is calculated. For

the total in each budget category, please round up to the nearest dollar. The following specific budget categories should be included, as relevant to the project:

Personnel – include only wages, salaries and fringe benefits **of employees at the Applicant** only. Salaries of employees at any partners or consultants should be reported under Other Direct Costs. Entries shall be itemized for specific employees (e.g., project director's salary) or categories of employees (e.g., support staff salaries).

Personnel Travel – domestic travel costs for employees of the Applicant only. Entries should be itemized by specific trip (e.g., June 2019 professional conference in Houston, TX) or category of travel.

Other Direct Costs – all other costs, including those for partners and/or consultants who act as subcontractors (e.g., Education Service Centers). Budget items included in this category shall be subject to special review by THECB staff.

Matching Funds (if applicable) – cash contributions dedicated to the project from an external entity. Entries shall be itemized by source of funding and supported by letters in an Application attachment, verifying the amount (see Section 9.6).

9.6 ATTACHMENTS

The following Attachments 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.

- Biographical Sketch/Abbreviated Curriculum Vitae for key personnel (director and project leads), not to exceed five pages for each member. Include employment history, education (include master thesis and dissertation titles, if applicable), certifications, honors/awards, publication summary, grant activity, presentation summary, and research summary. Organize by seniority of project roles/responsibilities.
- Institutional Letter(s) of Support, and Partner Letter(s) of Support, if applicable.
- Matching Funds Letter(s) of Support, if applicable.

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 the 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 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.

10.3 CONFLICT OF INTEREST

10.3.1 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.

10.3.2 *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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). 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.

10.4 CONTRACT

10.4.1 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.

10.4.2 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.'

10.5 PROPRIETARY INFORMATION

During the performance of a project implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of 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.

10.6 RELEASE OF INFORMATION BY AWARDED APPLICANT

10.6.1 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.

10.6.2 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.

10.6.2.1 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.

10.6.2.2 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.**

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

10.7 RELEASE OF APPLICATION INFORMATION BY THECB

10.7.1 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.

10.7.2 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.

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

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

10.8 AMENDMENT AND TERMINATION

10.8.1 *Amendment.* Any amendment or change to the Grant which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and 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.

10.8.2 *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 10 "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.

10.8.3 *Interpretation.* As consistent with applicable law, the Contract may be terminated in the event that federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon

written notification by 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.

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

10.8.5 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.

10.9 NOTICE

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

10.9.2 *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.

10.9.3 *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.

10.9.4 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.

10.10 ASSIGNMENT OR SUBCONTRACTING

No rights, interest, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of 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.

10.11 LIABILITY AND INDEMNIFICATION

10.11.1 LIABILITY

10.11.1.1 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.

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

10.11.1.3 *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.

10.11.2 INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

10.11.2.1 *Acts or Omissions.* Grantee shall indemnify and hold harmless the State of Texas and THECB AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Grantee or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY 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.

10.11.2.2 *Infringements.*

(a) Grantee shall indemnify and hold harmless the State of Texas, THECB AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE

TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) Grantee shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) 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.

10.11.2.3 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.

10.12 INSURANCE

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect 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.

10.13 OWNERSHIP OF WORK

10.13.1 *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.

10.13.2 *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.

10.13.3 *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.

10.14 CONFLICTING RFA LANGUAGE

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

10.15 INSPECTIONS/SITE VISITS

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

10.16 AUDIT AND ACCESS TO RECORDS

10.16.1 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.

10.16.2 Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by 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.

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

10.16.4 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.

10.17 ACCOUNTING SYSTEM

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

10.18 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.

10.19 STATE FISCAL COMPLIANCE GUIDELINES

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

10.20 APPLICABLE LAW AND VENUE

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. 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.

10.21 APPLICANT RESPONSIBILITIES

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

10.22 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to meet 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.

10.23 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to 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.

10.24 SUPPLANTING PROHIBITION

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

10.25 CARRYOVER FUNDS

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

10.26 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.

10.27 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.

10.28 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](http://www.sam.gov) (SAM, 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 www.sam.gov.)

10.29 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.

10.30 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.

10.31 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

| Date | Event |
|-------------------|--|
| December 17, 2018 | Application Submission Deadline |
| January 2019 | THECB Announces Grant Awards |
| January 2019 | Grant Period Begins |
| January 2019 | First of three payments (50%) |
| April 12, 2019 | First progress report due (Jan. 1 – March 31, 2019) |
| July 12, 2019 | Second progress report due (April 1 –June 30, 2019) |
| October 11, 2019 | Third progress report due (July 1 – Sept. 30, 2019) |
| January 10, 2020 | Fourth progress report due (Oct. 1- Dec. 31, 2019) |
| Late January 2020 | Second of three payments (25%) |
| April 10, 2020 | Fifth progress report due (Jan. 1 – March 31, 2020) |
| July 10, 2020 | Sixth progress report due (April 1 – June 30, 2020) |
| October 9, 2020 | Seventh progress report due (July 1 – Sept. 30, 2020) |
| Late October 2020 | Final of three payments (25%) |
| December 31, 2020 | Grant Period Ends—All Grant Expenses Must Be Incurred |
| January 8, 2021 | Eighth progress report due (October 1- Dec. 31, 2020) |
| March 12, 2021 | Final Financial Report Due (final narrative elements included) |

APPENDIX B: EVALUATION FORM

| | | |
|------------------------------------|------------------|-------------------|
| 2019-20 AGP Evaluation Form | Project # | Reviewer # |
| Parent-directed Treatment | | |

| <i>PART A - Proposal Scoring</i> (priority given for demonstrating an effective approach in meeting the projected number of children served) | Max. Points | Actual Points |
|---|--------------------|----------------------|
| I. Project Design and Viability <ul style="list-style-type: none"> The project is well defined and has a cohesive design. [10] The project can be completed within the Grant Period. [10] The project is realistic and appropriate to the challenges identified by the Applicant (the projected number of children served is sufficient and realistic given the project's design). [20] The project maximizes benefits to children from different regions of the state and/or different socioeconomic groups. [5] The proposed activities and strategies are appropriate and are described in sufficient detail. [10] There is sufficient evidence supporting treatment strategies. [5] Project activities would likely continue after the Grant Period ends. [5] | 55 | |
| II. Resources <ul style="list-style-type: none"> The Project Director(s) and key researchers have the professional qualifications and experience to fulfill the proposal's goals. [20] The administrative and management structure is sufficient and realistic to successfully implement the project's goals. [5] The existing and planned physical resources, such as equipment and facilities, are adequately described, realistic, and justified. [10] There is evidence of institutional support of the project, e.g. letters of support, access to institutional resources. [5] | 40 | |
| III. Budget/Cost Effectiveness <ul style="list-style-type: none"> Budget items are consistent with the allowable costs and restrictions specified in the RFA. [5] Budget items are appropriate for the project goals. [15] The estimated costs of the budget items are reasonable and are explained adequately. [10] Overall, the project makes effective use of grant funds. [10] | 40 | |

| | | |
|---|------------|--|
| IV. Evaluation and Expected Outcomes <ul style="list-style-type: none"> • 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] • The expected outcomes are realistic. [10] • There is a feedback mechanism for improving the project during the Grant Period. [5] • There are sufficient staffing and resources to ensure that project evaluation information/data will be properly collected and reported. [5] | 30 | |
| TOTAL POINTS | 165 | |
| <p><i>PART B – Budget Revision</i></p> <p>Revise Budget to \$_____</p> <p><i>Please include your comments to explain the revision under "Budget/Cost effectiveness."</i></p> | | |
| <p><i>PART C– Reviewer Summary</i></p> <p><i>Please include a summary of all essential revisions noted above, and any additional comments and recommendations.</i></p> | | |

APPENDIX C: APPLICATION FORMS

COMPLETE APPLICATION CHECKLIST

- ✓ COVER PAGE (SEE SECTION 9.2)
- ✓ TRANSMITTAL LETTER (SEE SECTION 9.2)
- ✓ PROJECT NARRATIVE (SEE SECTION 9.3)
- ✓ TIMELINE (SEE SECTION 9.4)
- ✓ BUDGET JUSTIFICATION (SEE SECTION 9.5)
- ✓ BUDGET EXCEL WORKSHEET (FOUND ON AGP WEBPAGE)
- ✓ APPLICABLE ATTACHMENTS, (SEE SECTION 9.6)

2019-20 Autism Grant Program

Parent-directed Treatment

COVER PAGE

| | |
|--|---|
| Applicant Institution and Name of Autism Research Center (include ASD research center launch date): | |
| Name of Project: | |
| Total AGP Funding Requested for 24-month Period Ending 12/31/2020 (up to \$300,000): \$ | |
| Year 1 Funding Request (1/1/2019-12/31/2019): \$ | Year 2 Funding Request (1/1/2020-12/31/2020): \$ |
| Contact Information and Signatures | |
| Project Director's Name (typed): Direct Office Line and/or Cellular: Email Address: Mailing Address: _____ | Co-Project Director's Name (from same institution): Direct Office Line and/or Cellular: Email Address: Mailing Address: _____ |
| Project Director Signature | 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. _____ Authorized Institutional Representative Signature and Date | |

2019-20 Autism Grant Program: Parent-directed Treatment

AUTISM GRANT PROJECT NARRATIVE

Applicant Institution:

- 1. Project Summary (limit to 250-500 words), see Section 9.3.1:**
- 2. Project Scope, Goals, and Description (limit 5,000 words), see Section 9.3.2:** Provide detailed (a) description, goals, strategies, and measurement; (b) partners, if applicable, including roles, contribution to planning and implementation; (c) program administration and support; (d) tracking plan to improve and evaluate the project.
- 3. Implementation Methodology (limit 2,000 words), see Section 9.3.3:** Include the strategies and activities that support achievement of the goals identified in #2 above. Generally, each goal would be supported by more than one strategy and/or activity (Timeline can provide greater detail). Include project director(s) identification and brief qualifications summary.
- 4. Project Evaluation (limit 3,000 words), See Section 9.3.4:** Provide responses to the requested information listed below.

| Requested Information | Response |
|---|----------|
| a. How the evaluation process aligns with specific project goals | |
| b. How the project will demonstrate goals have been achieved | |
| c. Specific type of information/data to be collected | |
| d. How the evaluation process is linked to: | |
| d-1. Project Scope and Description | |
| d-2. Project Goals | |
| d-3. Implementation Methodology | |
| e. Quantitative performance measures that identify major outcomes during the Grant Period | |
| f. Qualitative performance measures that identify major outcomes during the Grant Period | |
| g. Key personnel conducting and evaluating the project | |
| h. FERPA compliance | |
| h-1. Describe how FERPA laws would be followed | |
| h-2. Describe how outcomes would be made public or disseminated | |
| h-3. Describe how outcomes would be reported pursuant to Sections 10.5-10.6 of the RFA. | |

- 5. Sustainability Plan (limit 1,000 words), See Section 9.3.5:**

**2019-20 Autism Grant Program
Parent-directed Treatment**

TIMELINE (no more than 2,000 words, see Section 9.4)

Applicant Institution:

| Dates | Activity Description and Method of Delivery (Person Responsible) | Expected Result(s) |
|-------|--|--------------------|
| | | |

**2019-20 Autism Grant Program
Parent-directed Treatment**

BUDGET

- **Budget Justification (limit 1,500 words).** Must include a reasonable estimate and justification of allowable expenditures (see Section 9.5) of the AGP over the Grant Period. It should serve as a tool to supplement the information provided in the excel Proposed Budget Worksheet template found on the AGP webpage, and should include information about the costs, drivers, and risks that cannot be easily communicated in the Budget Form. THECB shall negotiate a final budget with each Awarded Application.
- **Continuation Applicants.** Applicants that were Awarded Autism Grant Program Funding in FY 2017 or FY 2018 shall submit budget information in the Budget Justification and Proposed Budget Worksheet including:
 - a) Anticipated budget for remaining RFA 2017-2019 funds; or RFA 2018-2020 funds, and
 - b) Proposed budget for 2019-2020 RFA funds.
- **New Applicants.** Applicants that did not receive Autism Grant Program Funding in FY 2017 or FY 2018 shall submit a proposed budget as discussed in 9.5 (note 7.4).

All Applicants will use the excel Proposed Budget Form template, located at the [webpage for AGP](http://www.thecb.state.tx.us/AGP), www.thecb.state.tx.us/AGP, and include with application submission.

APPENDIX D: SAMPLE NOTICE OF GRANT AWARD (NOGA)



THECB Award Number: {bmsReference}
 Appropriation Year: **AY19 Sept 2019-Aug 2020**
AY 20, Sept 2020-Aug 2021

Notice of State Grant Award to **{contracted party}**

| | |
|---|---|
| Grantee Name and Address: {contracted Party} {contracted Party Address} {contracted Party City}, {contracted Party State} {contracted Party Zip} | Grant Title: Autism Grant Program Parent-directed Treatment |
| | Amount of Award: \$ {total_\$} |
| | Division: 070 Academic Quality and Workforce |
| | Term of Grant: Upon NOGA execution to 12/31/2020. All funds must be expended by 12/31/2020 (if applicable) |
| | Payment Method: Funds are payable subsequent to execution of NOGA. 50% upon execution; and after acceptance of required program reports, 25% by January 2020, and 25% by October 2019. The advancement of funds is necessary to enable the Grantee to fully perform the services described in its Application. |

Authority: 85th Leg., R.S., S.b.-1, G.A.A., Article III-58, Rider-50_Autism Grant Program

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

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

| | |
|----------------------------------|------------------------------------|
| Approving THECB Official: | Approving Grantee Official: |
| | |
| Date: | Date: |
| | |

