



TEXAS HIGHER EDUCATION COORDINATING BOARD

**REQUEST FOR APPLICATIONS**

Autism Grant Program

2016-2018

APPLICATION DEADLINE:

May 20, 2016, 5:00 PM Central Time

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## **1 OVERVIEW OF FUNDING OPPORTUNITY**

### **1.1 PROGRAM TITLE**

Autism Grant Program ("AGP")

### **1.2 SYNOPSIS OF PROGRAM**

In 2015, the 84th Texas Legislature, Regular Session, passed the General Appropriations Act, House Bill 1, Article III, Rider 68, which directs the Texas Higher Education Coordinating Board (THECB) to award grants to existing autism research centers at Texas public 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 AGP provides grant awards to eligible applicants through three specific award categories: Parent-directed Treatment; Board-certified Behavior Analyst training for teachers/paraprofessionals; and Research, Development, and Evaluation of innovative autism treatment models. Funding will be awarded and distributed to one or more autism research centers at Texas institutions of higher education. Applicants may address one or more of the three categories, with specific funding available for each category.

Parent-directed Treatment – total amount available is \$2,250,000 per fiscal year to research centers that serve a combined total of at least 750 children per year 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.

Board-certified Behavior Analyst Training for teachers/paraprofessionals – total amount available is \$950,000 per fiscal year to autism research centers that serve a combined total of at least 2,547 children with ASD per year by training teachers and/or paraprofessionals. Teachers/paraprofessionals can be in public or private institutions, teaching grades pre-Kindergarten through 12th grade. The training must include, but is not limited to, Behavioral Analyst methods as certified by the Behavior Analyst Certification Board. Applicants may contract with educational service centers to provide this training.

Research, Development, and Evaluation of innovative autism treatment models – total amount available is \$700,000 per fiscal year to one or more autism research centers to research, develop, and evaluate innovative autism treatment models that provide treatment to the greatest number of children with ASD.

### **1.3 POINT OF CONTACT**

Allen Michie, PhD, Program Director  
Academic Quality and Workforce  
Texas Higher Education Coordinating Board  
Email: [allen.michie@thecb.state.tx.us](mailto:allen.michie@thecb.state.tx.us)  
Phone: 512-427-6518

## **2 AWARD SUMMARY**

### **2.1 AWARDS AND MAXIMUM AWARD AMOUNT**

There are three funding categories under the AGP to be awarded: 1) Parent-directed Treatment, 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals, and 3) Research, Development, and Evaluation of Innovative Autism Treatment Models.

THECB may award one or more grant awards for each of the three grant categories to one or more Applicant to provide treatment to serve the maximum number of children with Autism Spectrum Disorder (ASD). The following amounts are available by category:

- 1) Parent-directed Treatment – one or more grant awards, with a maximum award amount of \$500,000 over two years, with a maximum of \$250,000 per year;
- 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals – one or more grant awards, with a maximum award of \$475,000 over two years, with a maximum of \$237,500 per year;
- 3) Research, Development, and Evaluation of Innovative Autism Treatment Models – one or more grants with a maximum award amount of \$1,400,000 over two years, with a maximum of \$700,000 per year.

### **2.2 AVAILABLE FUNDING**

AGP is funded from a General Revenue appropriation of \$8,100,000. The 84th Texas Legislature appropriated the amount in House Bill 1, and provided direction on available funding in Article III, Rider 68.

### **2.3 ALLOCATION OF FUNDING**

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

## **2.4 GRANT PERIOD**

The Grant Period will be upon execution of the Notice of Grant Award through June 30, 2018 ("Grant Period"). At THECB's sole discretion, the second year of funding will be contingent upon the Awarded Applicant using the grant funds appropriately, meeting project goals and contractual deadlines, and producing expected outcomes and results in the first year of the Grant Period.

## **2.5 APPLICATION DEADLINE:** May 20, 2016, 5:00 PM C.T.

# **3 PROGRAM PURPOSE AND AUTHORITY**

## **3.1 PURPOSE OF AUTISM GRANT PROGRAM**

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.

This RFA is seeking Applications from Texas institutions of higher education, per Texas Education Code 61.003, to serve at least 3,297 children each year of the grant period. The Application may address one or more of the following three categories, and specific amounts of funding are available for each category: 1) Parent-directed Treatment, 2) Board-certified Behavior Analyst Training for teachers/paraprofessionals, and 3) Research, Development, and Evaluation of innovative ASD treatment models.

## **3.2 PROGRAM AUTHORITY**

The 84th Texas Legislature appropriated funding in the General Appropriation Act, House Bill 1, and provided direction about the grant program, available funding, and its use in Article III, Rider 68.

# **4 ELIGIBILITY INFORMATION**

## **4.1 ELIGIBLE APPLICANT**

An eligible Applicant is a Texas institution of higher education, as defined in Texas Education Code 61.003, and which as of September 1, 2015, operates an existing autism research center or conducts autism research.

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

## **4.2 ELIGIBLE AUTISM RESEARCH CENTERS**

An eligible autism research center includes, centers, institutes, departments, colleges, and schools, which are part of a Texas institution of higher education and were actively engaged in autism research and treatment of children with ASD on or before September 1, 2015.

#### **4.3 MAXIMUM NUMBER OF SUBMISSIONS**

Each eligible Applicant may submit 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.

#### **4.4 COST SHARING OR MATCHING REQUIREMENTS**

There is no cost sharing or matching funds requirement.

### **5 INQUIRIES**

All inquiries shall be directed to the Point of Contact per RFA Section 1.3.

Applicants and prospective Applicants must not discuss an Application with any other THECB employee unless authorized by the THECB Point of Contact. Questions must be submitted in writing via email to [agp@thecb.state.tx.us](mailto:agp@thecb.state.tx.us).

All responses by THECB must be in writing to be binding.

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to [agp@thecb.state.tx.us](mailto:agp@thecb.state.tx.us).

### **6 APPLICATION SUBMISSION**

**APPLICATION DEADLINE: May 20, 2016, 5:00 PM C.T.**

Applicants must submit a completed Application via email to [agp@thecb.state.tx.us](mailto:agp@thecb.state.tx.us) on or before May 20, 2016, 5:00 PM C.T. Late Applications will not be accepted. No mailed, hand-delivered, or faxed Applications will be accepted for this RFA. Please refer to the AGP website ([www.thecb.state.tx.us/agp](http://www.thecb.state.tx.us/agp)) to view and download the RFA.

### **7 APPLICATION FORMAT**

The Application shall be submitted with signatures as two files in .PDF format. The first file shall contain the Application and related documents. The file name shall read as the Initials of the Applicant.Application.pdf (*e.g.*, UNT.Application.pdf).

The second file shall contain the transmittal letter and any additional attachments to the Application. The file name shall read as the Initials of the Applicant.Letter.pdf (*e.g.*, UNT.Letter.pdf). The transmittal letter and any additional attachments must be typed in a font no smaller than 11 point and must be formatted and easily reproduced on 8½" X 11" paper. The Application must include the elements described in Sections 7.1 through 7.7 of this RFA.



## 7.1 GENERAL PROGRAM INFORMATION

Provide general information on the AGP, including:

- Name 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
- Name of Applicant -- Texas institution of higher education
- Contact – Main point of contact and all contact information
- Date the autism research center started its research and treatment efforts in ASD

## 7.2 DESCRIPTION OF PLANNED PROGRAM

Clearly indicate which one of the three AGP categories for which the Applicant is submitting a proposal:

- **Parent-directed Treatment**
- **Board-certified Behavior Analyst Training for Teachers/Paraprofessionals**
- **Research, Development, and Evaluation of Innovative Autism Treatment Models**

For each category for which the Applicant applies, address the following:

- Describe how the administration of the AGP will be managed and structured. Note that AGP funds may not be used for indirect costs.
- Describe the project. Provide detailed information about the specific population to be served, type of service provided, location of service delivery, and project goals. Goals should be specific and identify what the project will accomplish and how accomplishments will be measured. 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. Describe data sources and methods for data collection.
- Describe the implementation of the project. Include a timeline and clearly show when the goals of the project will be accomplished.
- Identify the key personnel who will conduct and evaluate the project and briefly list their qualifications and any relevant experience with similar projects.
- Identify all partners and describe their role in the project.
- Describe how the project or similar activity would continue after the Grant Period ends.

Provide the following category-specific information:

- Parent-directed Treatment
  - Provide 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.
  - Provide a thorough description of the methodology that will be used.
  - Provide a detailed timeline describing how the Parent-directed Treatment project will be implemented.
  - Address how many children with ASD will be served. Note that the state's total goal is to serve 750 children with ASD annually.
  
- Board-certified Behavior Analyst (BCBA) Training for teachers/paraprofessionals
  - Provide a detailed description of how the AGP funding will support the efforts in place or implement new efforts that provide BCBA training to teachers/paraprofessionals and clearly identify who would receive training.
  - Describe how the training will incorporate use of behavior analysts who are qualified to provide services to children with ASD.
  - Provide a detailed description of how BCBA training will be provided.
  - Describe the methodologies and approaches as they are set forth in the fourth edition of the Behavioral Analysis Certification Board's *Task List* [accessed online on the [BACB website](#)].
  - Describe how the teachers/paraprofessionals being trained will be supervised.
  - Provide information about any partnerships that will be used to provide the training. Partnering with Education Service Centers is encouraged.
  - Provide a timeline detailing how the BCBA training would be provided.
  - Address how many children with ASD will be served. Note that the state's total goal is to serve 2,547 children with ASD per year.
  - Provide confirmation that the Program Director and all who will be supervising the training are professionally certified by the Behavior Analysis Certification Board.
  
- Research, Development, and Evaluation of Innovative Autism Treatment Models
  - Provide a detailed description of the proposed treatment model.
  - Describe how the proposed treatment model is innovative.
  - Clearly describe how the proposed treatment model differs from relevant alternative methods, including Behavior Analysis and other conventional models.

- Describe what will be researched, how the proposed treatment model will be developed, and how the treatment will be evaluated.
- Provide a timeline detailing the implementation of the proposed treatment model.
- Provide an estimate of the number of children with ASD to be served annually.

### **7.3 EVALUATION**

For each category the Applicant applies, address the following:

- Describe how the evaluation process aligns with the specific project goals.
- Describe the alignment of the evaluation process with the implementation process.
- Specify how the Applicant will demonstrate the efficacy of the project.
- Include quantitative and qualitative performance measures that identify major outcomes during the Grant Period.
- 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.
- 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 Section 12.6.1 of this RFA.

### **7.4 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 person 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. 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.

### **7.5 PROJECT LENGTH**

The project must be completed within the Grant Period, which begins upon execution of the Notice of Grant Award and ends on June 30, 2018. However, Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

### **7.6 BUDGET**

The total budget should include costs, rounded to the nearest dollar, for the Grant Period, which runs from the execution of the Notice of Grant Award (NOGA) through June 30, 2018. The budget must include the project's costs and estimated

expenditures by amount in each Allowable Cost Category over the Grant Period (see Section 8 for Use of Award Funds). THECB shall negotiate a final budget with each Awarded Applicant. AGP funds shall not be substituted for or supplant any other funds available to the Applicant.

### **7.6.1 SPECIFIC BUDGET CATEGORIES**

If the Applicant is seeking funding under more than one AGP category, each project category should have a separate budget. Specific budget categories should detail and describe anticipated costs and explain how the cost is calculated. 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 should be itemized for specific employees (e.g., project director's salary) or categories of employees (support staff salaries).
- *Personnel Travel* – domestic travel costs for employees of the Applicant only, including costs associated with the project director(s) attending a meeting in Austin during the Grant Period. Entries should be itemized by specific trip (e.g., January 2018 professional conference in Boston) or category of travel (e.g., AGP meeting in Austin).
- *Participant Costs* – costs relating to children with ASD, students, teachers, and/or paraprofessionals who are beneficiaries or research subjects of the project. Entries should be itemized by type of participant or category of cost.
- *Other Direct Costs* – all other costs, including those for partners who act as subcontractors (e.g., Education Service Centers).
- *Matching Funds* – 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.

## **7.7 CERTIFICATION OF THE APPLICATION INFORMATION**

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

## **7.8 TRANSMITTAL LETTER**

A transmittal Letter addressed to Allen Michie, Program Director, 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." Any exceptions must be specified in the transmittal letter

and clearly identified by Section, and the Applicant's proposed alternative must be provided. Applicants cannot take a "blanket exception" to this entire RFA. If any Applicant takes a "blanket exception" to this entire RFA or does not provide alternative language, the Applicant's Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and Applicant's attachment of such terms and conditions to an Application may disqualify the Application. 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." The transmittal letter must be signed by a person legally authorized to bind the Applicant.

## **8 USE OF AWARD FUNDS**

Funds awarded under AGP must be spent only on costs related to the operation of the awarded project under the specified category. The THECB shall negotiate a final budget with each Awarded Applicant. The following are common costs that will be allowed in the project budget:

### **8.1 GRADUATE STUDENT AND RESEARCH ASSISTANT COMPENSATION**

Salaries/stipends and benefits are allowed for graduate students, research assistants, or similar paraprofessionals participating in the awarded project.

### **8.2 FACULTY AND STAFF COMPENSATION**

Costs for faculty and staff must reflect salaries appropriate to the tasks that will be performed and the length of time spent on AGP-related activities.

### **8.3 PROHIBITED COSTS**

Projects are *prohibited* from expending AGP funds on the following:

- Salaries or other stipends that are calculated at a higher pay rate than that which an individual, or similar position, normally receives at the institution. Costs for staffing must reflect institutional salaries of the Eligible Applicant or partner appropriate to the tasks that will be performed, and the length of 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.
- Scholarship and loan assistance for students (stipends for graduate assistantships are allowed).
- Foreign travel and other travel not consistent with State of Texas guidelines.

- Capital equipment.
- Construction or remodeling of facilities, architect's fees, and feasibility studies.
- Rent paid to an institution of higher education or an external facility.
- Costs incurred prior to the Grant Award.
- Indirect costs.

The Awarded Applicant may not charge any of the following costs to the AGP without *prior written approval* from THECB:

- Equipment, including software, not specifically itemized in the awarded Application.
- Domestic travel not specifically itemized in the awarded Application.
- Salaries and fringe benefits for positions other than those specifically identified in the awarded Application.
- Budget transfers across Budget Categories that cumulatively exceed 10 percent of the total Grant Award during the Grant Period.

#### **8.4 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.

### **9 SELECTION FOR FUNDING**

#### **9.1 APPLICATION SCREENING**

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 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 on the day specified by the THECB to qualify for further consideration. It is anticipated that Board staff will notify Applicants eliminated through the screening process within 30 days of the submission deadline.

## **9.2 SELECTION OF APPLICANTS FOR AWARDS**

**9.2.1** THECB staff shall evaluate Applications for the Parent-directed Treatment Grant, which must indicate the number of children with ASD that will be served within the space of one year. THECB staff may seek consultation with national experts in the field to assist in the evaluation of submitted Applications. The Applicant must also demonstrate that parents, legal guardians, immediate family members, and/or caregivers will be effectively instructed in treatment methods. The available program funding may be awarded to multiple Applicants so that the total number of children with ASD served in a year by all Parent-directed Treatment grants equals at least 750 annually.

**9.2.2** THECB staff shall evaluate Applications for the Board-certified Behavior Analyst Training for Teachers/Paraprofessionals grant, which must indicate the number of children with ASD that will be served in each year of the grant. THECB staff may seek consultation with national experts in the field to assist in the evaluation of submitted Applications. The Applicant must demonstrate that teachers and/or paraprofessionals will be instructed in Behavior Analyst treatment methods. The available program funding may be awarded to multiple Applicants, so that the total number of children with ASD served in a year by all Board-certified Behavior Analyst Training for Teachers/Paraprofessionals grants equals at least 2,547. Applicants are encouraged to work with Educational Service Centers to increase the number of teachers/paraprofessionals trained.

**9.2.3** THECB staff shall evaluate Applications for the Research, Development, and Evaluation of Innovative Autism Treatment Models grant. THECB staff may seek consultation with national experts in the field to assist in the evaluation of submitted Applications. Applications must indicate the number of children with ASD that will be served in each year of the grant. The Applications must provide a clear description that demonstrates how the proposed treatment model is innovative in comparison to conventional treatment models. The available program funding may be allocated among multiple Applicants to serve the maximum number of children with ASD.

## **9.3 RECOMMENDATION FOR FUNDING**

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner. The Commissioner shall make the final funding decision and submit it to THECB Board members for their final approval as consistent with THECB Rule 1.16.

## **10 DISTRIBUTION OF AWARD FUNDS**

### **10.1 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 (NOGA, Appendix B), which will take effect on the day the NOGA is executed. Throughout this RFA, the terms "NOGA," "Contract," and "Grant" are used interchangeably.

## **10.2 FUNDS DISTRIBUTION**

**10.2.1** APG is funded through a state appropriation from General Revenue through an appropriation made to the THECB. Awarded Applicant shall receive payments under APG through electronic funds distribution.

**10.2.2** An initial payment will be made upon execution of the NOGA and additional payments shall be made based on the Applicant demonstrating its achievement of stated goals and provision of treatment to children with ASD.

**10.2.3** 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.

## **10.3 LAST DAY OF EXPENDITURES**

**10.3.1** At the discretion of THECB, unexpended funds may carry over from each fiscal year of the Grant Period.

**10.3.2** Grant Award funding must be expended by June 30, 2018.

## **10.4 RETURN OF UNEXPENDED FUNDS**

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

## **11 REPORTING REQUIREMENTS**

Applicant agrees to submit Program Progress Reports electronically, via a secure server, to THECB in a format specified by THECB. The first report shall be submitted no later than November 1, 2016, the second report by February 1, 2017, the third report by June 1, 2017, and the fourth report by November 1, 2017, the fifth report by February 1, 2018, and the sixth report by June 1, 2018. THECB will provide reporting instructions. When a report submission date falls on a weekend, the submission deadline is automatically extended to the next State of Texas Business Day.

### **11.1 PROGRAM PROGRESS REPORTS**

The AGP Progress Reports will provide a detailed description of all grant activities, the number of children with ASD reached directly or indirectly by the treatments, 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 12.6), and preliminary results of studies or treatments under development.



## **11.2 FINAL FINANCIAL REPORT**

No later than July 31, 2018, Awarded Applicant shall submit electronically a Final Financial Report to THECB. 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 June 30, 2018, and 3) include a statement by the authorized institutional representative certifying expenditures and unexpended balance.

## **11.3 DELINQUENT REPORTS**

AGPs with any required reports deemed to be delinquent may be ineligible to receive continued funding.

# **12 PROVISIONS AND ASSURANCES**

## **12.1 COST OF APPLICATION PREPARATION**

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

## **12.2 APPLICATION DELIVERY AND LATE APPLICATIONS**

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

**12.2.2** Applications shall be considered to be "on time" if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the application deadline. 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 an award.

## **12.3 CONFLICT OF INTEREST**

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

## **12.4 CONTRACT**

**12.4.1** Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee

that a Contract will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an Application.

**12.4.2** 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.'

## **12.5 PROPRIETARY INFORMATION**

Awarded Applicant shall have a system in effect to protect all data collected 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.

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 all confidential student information it receives or accesses that could make a student's identity traceable, and 2) not to disclose any confidential data analysis or report to any third party without THECB's prior written consent.

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

**12.6.1 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.

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

*This work was supported in whole or 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.*

**12.6.3** 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 Point of Contact in the Division of Academic Quality and Workforce of the THECB, when possible, before communicating with news media. When this is not possible, Awarded Applicant shall notify its Point of Contact at the THECB immediately after concluding the communication with the news media since, based on staff experience, the THECB is also likely to be contacted by the news media.

**12.6.4** 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 Point of Contact in the Division of Academic Quality and Workforce of the THECB before communicating with news media.

**12.6.5** Any written publication shall be sent electronically to the Point of Contact in the Division of Academic Quality and Workforce at the THECB.

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

**12.7.1** *Public Information Act.* Awarded Applicant understands and acknowledges that as a Texas state agency, THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act. **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.** 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 THECB's General Counsel of any third party requests for information it receives relating to this Agreement to the extent required under the act.

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

**12.7.3** 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.

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

## **12.8 AMENDMENT AND TERMINATION**

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

**12.8.2 *THECB Right to Terminate for Cause:*** As consistent with applicable law, THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as THECB may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 12 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by THECB to evaluate the effectiveness of AGP, or a failure to perform any of the work under the Contract to THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, THECB may exercise any and all rights as may be available to it by law or in equity.

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

the Contract throughout the Contract Term to incorporate any modifications necessary for THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

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

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

## **12.9 NOTICE**

Any notice or written communication between the parties shall be considered delivered when postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the Contract shall be considered to be delivered when received.

## **12.10 ASSIGNMENT OR SUBCONTRACTING**

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

## **12.11 LIABILITY AND INDEMNIFICATION**

### **12.11.1 LIABILITY**

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

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

**12.11.1.3 *Sovereign Immunity.*** THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between THECB and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB 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.

## **12.11.2 INDEMNIFICATION**

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

**13.11.2.1 *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.

**12.11.2.2 *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) used 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.

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

(a) GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. 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.

## **12.12 INSURANCE**

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

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

## **12.13 SEVERABILITY AND STRICT PERFORMANCE**

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

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

## **12.14 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.



## **12.15 INSPECTIONS/SITE VISITS**

Throughout the Contract Term, THECB and/or its representatives shall have the right to make site visits to review the AGP projects.

## **12.16 AUDIT AND ACCESS TO RECORDS**

**12.16.1** Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) THECB's Internal Auditor, and (4) any external auditors selected by THECB, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract Awarded Applicant awards.

**12.16.2** 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 THECB and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Contract or the date of the receipt by THECB of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

**12.16.3** Each Awarded Applicant 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.

**12.16.4** THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse THECB within 30 calendar days of receipt of notice from THECB of

overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

#### **12.17 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.

#### **12.18 NON-APPROPRIATION OF FUNDS**

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

#### **12.19 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 on the website of the [Texas Comptroller of Public Accounts](#).

#### **12.20 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. 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.

**12.21 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 THECB, Applicant shall furnish THECB with satisfactory proof of its compliance.

**12.22 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 in the tasks necessary to meet AGP requirements and outcomes. Awarded Applicant shall notify THECB Point of Contact of any change in Program Director and/or Co-Director.

**12.23 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 THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and THECB shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

**12.24 SUPPLANTING PROHIBITION**

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

**12.25 FORMS, ASSURANCES, AND REPORTS**

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

## 12.26 AFFIRMATION CLAUSES

Applicant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor, or service to a THECB public servant, including employees, in connection with the submitted response.

Neither Applicant nor the firm, corporation, partnership, entity, or institution represented by Applicant or anyone acting for such firm, corporation, partnership, entity, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws, or (2) communicated the contents of this Application either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFA.

If applicable, the Texas business address shown herein is, in fact, the legal business address of Applicant and Applicant qualifies as a Texas Resident Bidder under Texas Government Code Chapter 2252.

Under Texas Government Code, Section 2155.004, no person who was compensated by the THECB to assist in preparing the RFA specifications or this RFA has any financial interest in Applicant's Application. If Applicant is not eligible, then any contract resulting from this RFA shall be immediately terminated. Further, under Section 2155.004, Texas Government Code, Applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's System for Award Management ( [SAM website](#)), 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 on the [SAM website](#).)

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has

been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive a contract resulting from this RFA and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

## Appendix A

### RFA DEFINITIONS

The following definitions shall apply:

1. **AGP** – Autism Grant Program. This includes funding to Awarded Applicant for one or more of the three available grant 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.
2. **Applicant** – Texas institution of higher education, per Texas Education Code 61.003, which actively engaged in autism research and treatment as of September 1, 2015, and submit an Application in accordance with the terms and conditions of this RFA.
3. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
4. **Autism Spectrum Disorder (ASD)** – Also known Autism. For purposes of this RFA, the diagnostic criteria for ASD are those found in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)* published by the American Psychiatric Association.
5. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all services and activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
6. **Behavior Analyst Training** – Also known as Board-certified Behavior Analyst Training, Applied Behavior Analysis, or Board-certified Behavior Analysis.
7. **Children** – Individuals between the ages of 3 and 21.
8. **Conventional Treatment Methodologies** – Including, but not limited to, Behavior Analysis treatment methodologies.
9. **FERPA** – The Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, and the federal regulations, 34 CFR Part 99, which is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational agency or institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

10. **Innovative Autism Treatment Models** – Including models other than Behavior Analysis treatment methodologies.
11. **Notice of Grant Award (NOGA)** – The official document used by THECB to notify grantees that funding has been approved. NOGAs include award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Contract,” and “Grant” are used interchangeably.
12. **Paraprofessionals** – Graduate students, interns, assistants, and others who provide treatment or therapeutic activities for children with ASD. The term excludes professional pre-Kindergarten through 12th grade teachers, parents, and family members. It does not include supervisors in their roles as autism research professionals, such as medical doctors or psychologists, who monitor and oversee the work of the paraprofessionals.
13. **Parent-directed Treatment** – Includes treatments for children with ASD applied by one or more immediate family member(s) (parent, sibling, grandparent, aunt, uncle), legal guardian, or caregiver. Treatments are supervised at regular intervals by a professional, including board-certified Behavior Analyst.
14. **Project Director:** The identified person designated with authority and accountability for the operation of the grant program and who will serve as the primary contact for the THECB regarding AGP matters.
15. **State of Texas Business Days** - Monday through Friday, 8:00 AM to 5:00 PM C.T., except for scheduled State of Texas and national holidays.
16. **Teachers** – Includes teachers of private and public schools from pre-Kindergarten through the first two years of college or university. For the purposes of this RFA, teachers do not include caregivers, family members, private tutors, school administrators, or those who otherwise do not deal directly with children with ASD.
17. **THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.



## Appendix B

## NOGA

THECB Award Number: {bmsReference}

Appropriation Year: {encumbrance AY}

ANTICIPATED Notice of State Grant Award

to

{contracted\_party}

Grantee Name and Address:  {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	Grant Title: <b>Autism Grant Program</b>
	Amount of Awards: \$
	Division: <b>Academic Quality and Workforce</b>
	Term of Grant: <b>X, 2016– X, 2017</b>
	Payment Method: <b>Reimbursement of eligible expenditures</b>
Authority: <b>Texas Education Code, Chapter 61, Subchapter XX, Autism Grant Program</b>	
<p>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.</p> <p>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.</p>	
<b>Approving THECB Official:</b>  {signContact} {signContacttitle}	<b>Approving Grantee Official:</b>  {signed_by} {signed_bytitle}
<b>Date:</b>	<b>Date:</b>