



# TEXAS

## Health and Human Services

**Health and Human Services (HHS)  
Additional Provisions – Grant Funding  
Version 1.0  
Effective: February 2021**

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## **ADDITIONAL PROVISIONS**

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in **EXHIBIT B, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.2, EFFECTIVE JULY 2022**.

### **1. TURNOVER PLAN**

System Agency, in its sole discretion, may require Grantee to develop and submit a Turnover Plan at any time during the term of the Grant Agreement. Grantee must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee's policies and procedures that will ensure:

- i. The least disruption in the implementation and performance of grant-funded activities during turnover; and
- ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement.

### **2. TURNOVER ASSISTANCE**

Grantee will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement and transfer the performance and obligations of the Grant Agreement to another Grantee or to System Agency if necessary. Grantee agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement and remains in effect until completed to the satisfaction of System Agency.

### **3. TRADEMARK LICENSE**

System Agency grants to Grantee, for the term of the Grant Agreement, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee is in compliance with all provisions of the Grant Agreement;
- ii. Grantee's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement or as otherwise communicated by System Agency;
- iii. Grantee takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel, and/or oppose System Agency's right, title, and interest in the trademarks or their validity;
- iv. Grantee makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee complies with any marking requests System Agency may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark," the registered trademark symbol "®" for registered trademarks, and the symbol "™"

for unregistered trademarks.

#### **4. TRADEMARK OWNERSHIP**

Grantee acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

#### **5. ELECTRICAL ITEMS**

All electrical items purchased under this Grant Agreement or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

#### **6. DISASTER SERVICES**

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

#### **7. NOTICE OF A LICENSE ACTION**

Grantee shall notify the assigned System Agency contract manager in writing of any action impacting Grantee's license to provide services under this Grant Agreement within five (5) business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state, or federal department or agency or entity;
- iii. Date of the license action; and
- iv. License number or case reference number.

## **8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES**

- A. Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are twenty-two (22) years of age or younger, have access to educational services as required by Texas Education Code § 29.012.
- B. Grantee shall notify the local education agency or local early intervention program not later than the third (3rd) calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Grantee's residential facility.

## **9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD**

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

## **10. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- A. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at the following URL: <https://www.lep.gov/>.
- B. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- C. Grantee shall make every effort to avoid use of any persons under the age of eighteen (18), or any family member or friend of the client, as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

## **11. THIRD PARTY PAYORS**

- A. Except as provided in this Grant Agreement, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.
- B. As applicable, the Grantee shall:
  - i. Enroll as a provider in Children's Health Insurance Program and Medicaid, if providing approved services authorized under this Grant Agreement that may be covered by those programs, and bill those programs for the covered services;
  - ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
  - iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a

- deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
- iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- vi. Bill all third party payors for services provided under this Grant Agreement before submitting any request for reimbursement to System Agency; and
- vii. Provide third party billing functions at no cost to the client.

## **12. INTERIM EXTENSION AMENDMENT**

- A. Prior to or on the expiration date of this Grant Agreement, the Parties agree that this Grant Agreement can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
  - i. Continue provision of services in response to a disaster declared by the governor; or
  - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee will provide and invoice for services in the same manner that is stated in the Grant Agreement.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement not longer than thirty (30) days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(ii) of this section shall be a one-time extension for a period of time determined by the System Agency.

## **13. PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project within ninety (90) days of the original start date of the grant term or grant execution date, whichever is later, unless otherwise approved by System Agency. If Project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the Project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

## **14. DUPLICATION OF FUNDING**

If Grantee receives any funding that is duplicative of funding received under this Grant Agreement that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or Project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement and returned to System Agency.

## **15. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- A. Grantee shall immediately report in writing to its assigned System Agency contract manager when Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or felony sex crime.
- B. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

## **16. NOTICE OF GRANT AGREEMENT ACTION**

Grantee shall notify the assigned System Agency contract manager if Grantee has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five (5) business days of becoming aware of the action, and shall include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement or contract;
- iv. Date of suspension or termination; and
- v. Grant agreement number, contract number, or case reference number.

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