



# TEXAS

## Health and Human Services

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

## TABLE OF CONTENTS

<b>1. TRADEMARK LICENSE .....</b>	<b>3</b>
<b>2. TRADEMARK OWNERSHIP .....</b>	<b>3</b>
<b>3. ELECTRICAL ITEMS .....</b>	<b>3</b>
<b>4. DISASTER SERVICES.....</b>	<b>3</b>
<b>5. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY .....</b>	<b>4</b>
<b>6. INTERIM EXTENSION AMENDMENT .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>7. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS .....</b>	<b>4</b>
<b>8. PROJECT COMMENCEMENT .....</b>	<b>6</b>
<b>9. DUPLICATION OF FUNDING .....</b>	<b>7</b>
<b>10. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS.....</b>	<b>7</b>
<b>11. NOTICE OF CONTRACT ACTION .....</b>	<b>7</b>
<b>12. NOTICE OF BANKRUPTCY .....</b>	<b>7</b>
<b>13. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL.....</b>	<b>7</b>
<b>14. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS .....</b>	<b>8</b>

## **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 HHS Uniform Terms and Conditions, Exhibit B.

### **1. TRADEMARK LICENSE**

System Agency grants to Grantee, for the term of the Contract, 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 Contract, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee is in compliance with all provisions of the Contract;
- 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 Contract 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.

### **2. 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.

### **3. ELECTRICAL ITEMS**

All electrical items purchased under this Contract 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).

### **4. 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.

**5. 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 <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 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.

**6. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS**

- A. Applicability
  - i. This section applies to the procurement or development of Information and Communication Technology (ICT) for Health and Human Services (HHS), or any changes to HHS's ICT. This section also applies if the Contract requires Grantee to perform a service or supply goods that include ICT that: (i) HHS employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This section does not apply to incidental uses of ICT in the performance of a Contract, unless the parties agree that the ICT will become property of the state or will be used by HHS's Client/Recipient after completion of the Contract.
  - ii. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.
- B. Definitions

The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHS Uniform Terms and Conditions, policies, accessibility checklists, style guides, Contract specifications, and other Contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Contract, the following definitions are applicable to this section only.

- i. **“Accessibility Standards”** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
  - ii. **“Information and Communication Technology (ICT)”** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.
  - iii. **“Information and Communication Technology Accessibility Standards”** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
  - iv. **“Web Accessibility Standards/Specifications”** refers to the web standards contained in WCAG 2.0 Level AA.
  - v. **“Products”** means information resources technologies that are, or are related to, ICT.
  - vi. **“Service”** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.
- C. Accessibility Requirements
- Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHS must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Grantee must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.
- D. Evaluation, Testing and Monitoring
- i. HHS may review, test, evaluate and monitor Grantee’s Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a Contract. Testing and monitoring may include user acceptance testing.
  - ii. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Grantee’s assertion of compliance with the Accessibility Standards.

- iii. Grantee agrees to cooperate fully and provide HHS and its representatives with timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

E. Representations and Warranties

- i. Grantee represents and warrants that: (a) as of the effective date of the Contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (b) if the Products will be in the custody of the state or an HHS agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Contract term, unless HHS and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.
- ii. In the event Grantee should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to HHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.
- iii. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Contract.
- iv. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

F. Remedies

- i. Pursuant to Texas Government Code Sec. 2054.465, neither Grantee nor any other person has a cause of action against HHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
- ii. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of all other remedies HHS may be entitled to under this Contract and other applicable law.

**7. PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project on October 1, 2025, 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.

## **8. DUPLICATION OF FUNDING**

If Grantee receives any funding duplicative of funding received under this Contract 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 Contract and returned to System Agency.

## **9. 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 Contract 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.

## **10. NOTICE OF CONTRACT 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 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. Effective start date of the Contract;
- iv. Date of suspension or termination; and
- v. Contract or case reference number.

## **11. NOTICE OF BANKRUPTCY**

Grantee shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee.

## **12. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL**

The Grantee shall notify in writing the assigned System Agency contract manager within twenty-four (24) hours of any change to the Grantee's Contact Person, Key Personnel, or Signature Authority.

**13. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS**

Grantee shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee's becoming aware of such.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**