



# 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 HHS Uniform Terms and Conditions.

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

Grantee/Contractor shall notify the assigned System Agency contract manager in writing of any action impacting Grantee/Contractor's license to provide services under this Grant Agreement/Contract 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. Date of the license action; and
- iv. License or case reference number.

### **2. TELEMEDICINE/TELEHEALTH SERVICES**

If Grantee/Contractor or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee/Contractor's written procedures, applicable law, the Grantee's/Contractor's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee/Contractor's procedures for providing telemedicine/telehealth service must include the following requirements:

- i. Consider any contraindications to the use of telemedicine/telehealth;
- ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
- iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- vi. Priority in scheduling the system for clinical care of individuals;
- vii. Quality oversight and monitoring of satisfaction of the individuals served; and
- viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites.

Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

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

- A. Grantee/Contractor 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/Contractor 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/Contractor 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.

#### **4. THIRD PARTY PAYORS**

- A. Except as provided in this Grant Agreement/Contract, Grantee/Contractor 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/Contractor shall:
  - i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement/Contract 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/Contract before submitting any request for reimbursement to System Agency; and
  - vii. Provide third party billing functions at no cost to the client.

#### **5. MEDICAL RECORDS RETENTION**

Grantee/Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

#### **6. DUPLICATION OF FUNDING**

- A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/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 Grant Agreement/Contract and returned to System Agency.

**7. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/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/Contractor 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.

**8. NOTICE OF GRANT AGREEMENT/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 grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

**9. NOTICE OF BANKRUPTCY**

Grantee/Contractor 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/Contractor.

**10. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL**

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

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