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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-Grant v. 3.2 (July 2022), Exhibit B.

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee/Contractor to develop and submit a Turnover Plan at any time during the term of the Grant Agreement/Contract. Grantee/Contractor must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee/Contractor’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/Contract.

2. TURNOVER ASSISTANCE

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

3. TRADEMARK LICENSE

System Agency grants to Grantee/Contractor, for the term of the Grant Agreement/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 Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:
   i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
   ii. Grantee/Contractor’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/Contract or as otherwise communicated by System Agency;
   iii. Grantee/Contractor 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/Contractor makes no attempt to sublicense any rights under this trademark license; and
v. Grantee/Contractor 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/Contractor 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/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).

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/Contractor 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/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.

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

Unless a federal law applies, before a Grantee/Contractor 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.

9. **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.

10. **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.

11. HIV/AIDS MODEL WORKPLACE GUIDELINES
B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

12. 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.

13. INTERIM EXTENSION AMENDMENT
A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor 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/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 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.

14. 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 Grant Agreement/Contract requires Grantee/Contractor 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 Grant Agreement/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 Grant Agreement/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, Grant Agreement/Contract specifications, and other Grant Agreement/Contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Grant Agreement/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](https://www.capitol.texas.gov/Docs/HRS/html/55/chapter055.html), 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/Contractor 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/Contractor’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 grant agreement/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/Contractor’s assertion of compliance with the Accessibility Standards.

iii. Grantee/Contractor agrees to cooperate fully and provide HHS and its representatives 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/Contractor represents and warrants that: (a) as of the effective date of the Grant Agreement/Contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Grant Agreement/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 Grant Agreement/Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Grant Agreement/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/Contractor 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/Contractor 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/Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Grant Agreement/Contract.

iv. Grantee/Contractor’s representations and warranties under this subsection will survive the termination or expiration of the Grant Agreement/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/Contractor 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/Contractor’s representations and warranties, Grantee/Contractor will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of any and all other remedies to which HHS may be entitled under this Grant Agreement/Contract and other applicable law.
15. **PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project immediately upon the contract execution date, 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.

16. **DUPICATION 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.

17. **NOTICE OF GRANT AGREEMENT/CONTRACT ACTION**

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor 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.

18. **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.

19. **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.
20. **Restrictions on the Expenditure of the Grant Funding**

Grantee/Contractor will only expend funds for reasonable program purposes and contractually approved activities. Grantee/Contractor will not expend grant funds on the following activities:

1. Research  
2. Clinical care  
3. Publicity and propaganda (lobbying):  
   i. Other than for normal and recognized executive-legislative relationships, no funds may be used for:  
      • publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body  
      • the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body  
   ii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:  

4. All unallowable costs cited in CDC-RFA-IP19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards. Grantee/Contractor shall not exceed the total amount of the Contract without System Agency’s prior approval, which will be evidenced by the Parties executing a written amendment.


Grantee/Contractor must disclosure, in a timely manner in writing to System Agency and HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the Centers for Disease Control (CDC) and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1  
2939 Flowers Road, MS-TV-2 Atlanta, GA 30341  
Email: kuv1@cdc.gov (Include “Mandatory Grant Disclosures” in the subject line)

AND
Failure to make this required disclosure can result in any of the remedies described in 45 C.F.R. §75.371. Remedies for noncompliance, including suspension or debarment (See 2 C.F.R. Parts 180 and 376, and 31 U.S.C. 3321).

Further, Grantee/Contractor represents and warrants its compliance with 2 C.F.R. §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, or gratuity and the reporting of certain civil, criminal, or administrative proceedings to System of Award Management (SAM).

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