

## EXHIBIT C



# 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/Contract resulting from the RFA. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions-Grant v. 3.3, 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. 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.

#### **6. HIV/AIDS MODEL WORKPLACE GUIDELINES**

- A. Grantee/Contractor shall implement DSHS’s HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.
- 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.

#### **7. 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)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

## **8. PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project within thirty (30) days of the contract effective 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.

## **9. 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.

## **10. 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.

#### **11. 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.

#### **12. 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.

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

Grantee/Contractor shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee/Contractor 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/Contractor's becoming aware of such.

#### **14. REPORTING REQUIREMENTS**

Grantee/Contractor must disclose, in a timely manner in writing to System Agency and the U.S. Department of Health and Human Services (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 and Prevention and the HHS OIG at the following address:

CDC, Office of Grants Services  
Daniel Jackson, Grants Management Specialist  
Centers for Disease Control and Prevention  
Branch 5 Supporting Chronic Diseases and Injury Prevention  
2939 Flowers Road, MS TV2  
Email: [qpz2@cdc.gov](mailto:qpz2@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
Office of Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

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

CDC is required to report any termination of federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of the award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

#### **15. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

Grantee/Contractor represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

#### **16. FEDERAL SOLID WASTE DISPOSAL ACT**

Grantee/Contractor represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

#### **17. NO CONFLICTS OF INTEREST (FEDERAL)**

Grantee/Contractor represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR §200.112.

#### **18. OPEN MEETINGS**

If Grantee/Contractor is a governmental entity, Grantee/Contractor represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

#### **19. RECORDS RETENTION (FEDERAL)**

Grantee/Contractor represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. System Agency reserves the right to direct Grantee/Contractor to retain documents for a longer period of time or transfer certain records to System Agency custody when it is determined the records possess longer

term retention value. Grantee/Contractor must include the substance of this clause in all subawards or subcontracts.

## **20. SUBAWARD MONITORING**

Grantee/Contractor represents and warrants that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

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