



TEXAS

Health and Human Services

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

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EXHIBIT C

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, Attachment C.

1. CERTAIN SUBCONTRACTS PROHIBITED

A. Grantee may not enter into a subcontract with a Network Provider that is also contracted with HHSC Thriving Texas Families for the same purpose under this Grant Agreement without the prior written approval of System Agency.

2. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee/Contractor shall report within one (1) Business Day 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.

3. 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 (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. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

4. NOTICE OF BANKRUPTCY

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five (5) Business Days of such action by Grantee/Contractor.

5. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten (10) Business Days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

6. 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 (5) Business Days of the date of Grantee/Contractor's becoming aware of such.

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