



# **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, Exhibit B.

### **1. TURNOVER PLAN**

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

### **2. TURNOVER ASSISTANCE**

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

### **3. 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.

#### **4. INTERIM EXTENSION AMENDMENT**

- A. Prior to or on the expiration date of this Grant Agreement, the Parties agree that this Grant Agreement can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee 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 will provide and invoice for services in the same manner that is stated in the Grant Agreement.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement 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.

#### **5. PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project on the start date of the grant term or grant execution date, whichever is later, 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.

#### **6. BACKGROUND CHECKS AND DISCIPLINARY ACTIONS**

- A. Grantee shall develop, implement, and maintain written policies and procedures to ensure the health and safety of all participants receiving services under this Grant Agreement, including clearly defined disciplinary action steps and processes for addressing violations of health and safety standards.
- B. Grantee must follow HHSC requirements regarding background checks and records maintenance as outlined in the background check requirements on the HHS contractor resource page [https://fss.hhs.texas.gov/Grantees/contractor\\_resources.asp](https://fss.hhs.texas.gov/Grantees/contractor_resources.asp).
- C. Grantee shall document in employee or volunteer file, and make available upon request during monitoring, 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, volunteer or other person working with the help and support of a grantee who has direct contact with children or families or access to personally identifying information and is providing services under this Grant Agreement has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense involving financial misconduct, misuse of federal or state funds, or a felony sex crime. If there is any indication that action may be required regarding the individual's continued role, the

Grantee must consult the Licensed or Certified Child Care Operations: Criminal History Requirements chart to determine appropriate steps based on the offense. See <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/protective-services/ccl/criminal-history/lcco-chart.pdf>.

Grantee shall not permit any employee, volunteer, or other person working with the help and support of a grantee who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services, have direct contact with clients, or have access to personally identifying information, unless otherwise directed in Licensed or Certified Child Care Operations: Criminal History Requirements. See <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/protective-services/ccl/criminal-history/lcco-chart.pdf>.

#### **7. NOTICE OF GRANT AGREEMENT 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.

#### **8. 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.

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

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

#### **10. 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 becoming aware of such.

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