

**ATTACHMENT D  
SUPPLEMENTAL AND SPECIAL CONDITIONS**

**SUPPLEMENTAL CONDITIONS**

**The following supplemental conditions apply to this Contract and modify Attachment C, HHS Uniform Terms and Conditions - Grant:**

**A. Section 7.02, Records, Audit and Disclosure**, is revised to include the following:

In addition to the site visits authorized by this Article of the Uniform Terms and Conditions, Grantee will allow System Agency to conduct on-site quality assurance reviews of Grantee. Grantee will comply with all System Agency documentation requests and on-site visits. Grantee will make available for review all documents related to the Contract, upon request by the System Agency Program staff.

**B.** The following sections of the Uniform Terms and Conditions do not apply to interlocal contracts authorized under Texas Government Code Chapter 791:

1. Section 2.04, Debt to State and Corporate Status; and
2. Section 2.05, Application of Payment Due.

**C. Section 9.02, Insurance**, is deleted in its entirety and replaced with the following:

**9.02 Insurance**

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Unity," each Party is self-insured and, therefore, is not required to purchase insurance.

**D. Section 9.05, Indemnity**, is hereby amended by adding the following:

System Agency acknowledges that Grantee has been organized pursuant to the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. No provision of this Contract extends Grantee's liability beyond the liability or authority provided in the Constitution and the laws of the State of Texas.

**SPECIAL CONDITIONS**

**SECTION 1.01 NOTICE OF CONTRACT ACTION**

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;

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- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

### **SECTION 1.02 NOTICE OF BANKRUPTCY**

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

### **SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
  - 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
  - 2. 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 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.

### **SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL**

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

### **SECTION 1.05 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 by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;

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- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

**SECTION 1.06 INTERIM EXTENSION AMENDMENT**

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract 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:
  - 1. Continue provision of services in response to a disaster declared by the governor; or
  - 2. 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 Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the 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 Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

**SECTION 1.07 HOMELAND SECURITY AND LIABILITY**

Pursuant to Texas Government Code Section 421.062, a Grantee that is a state or local agency and furnishes a service related to a homeland security activity, as defined in Section 421.062, is not responsible for any civil liability that arises from the furnishing of such service under this Contract where the state or local agency Grantee committed the act or omission while acting in good faith and in the course and scope of its functions.

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