



TEXAS

Health and Human Services

**Health and Human Services Commission
WIC Local Agency Special Conditions
Version 1.1**

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“ Capital Assets ” are tangible or intangible assets used in operations having a useful life of more than one year. Capital assets include (1) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange; and (2) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).	10
“ Equipment ” is tangible and intangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.	10
• “ Intangible Property ” is considered equipment but has no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).	10
“ Supplies ” is defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, and any items of tangible personal property other than those defined as Capital assets, Designated Reportable Assets, and equipment above.	10
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HHSC SUPPLEMENTAL CONDITIONS

THE FOLLOWING SUPPLEMENTAL CONDITIONS APPLY TO THIS CONTRACT AND MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

Section 2.2 Final Billing Submission, of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.16.1, is revised to read as follows:

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than sixty (60) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

Section 2.3 Financial Status Reports (FSRs), of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.16.1, is revised to read as follows:

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

Section 9.2 Insurance, of the Health and Human Services Commission Uniform Terms and Conditions - Grant, Version 2.16.1, is revised to add the following passage:

C. Pursuant to Chapter 2259 of the Texas Government Code entitled, “Self-Insurance by Governmental Units,” Grantee is not required to purchase insurance if self-insured.

Section 9.22 Civil Rights, of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.16.1, is modified to add the following:

Grantee shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or activity for which Grantee receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Contract.

Grantee shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and System Agency personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Grantee violates any nondiscrimination laws. This Assurance is binding on Grantee, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Contract are authorized to sign this Assurance on behalf of Grantee.

Article VIII Contract Management and Early Termination Provision of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.16.1, is modified by adding the following:

8.05 Termination by Grantee

If Grantee seeks to terminate this Contract, Grantee shall give System Agency no less than sixty (60) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

Article IX, Miscellaneous Provisions, of the HHSC Uniform Terms and Conditions – Grant version 2.16.1, is amended to add a new Subsection 9.24 as follows:

9.24 Identity

The Grantee must notify System Agency in writing at least sixty (60) calendar days before the intended effective date of any change in legal entity status, such as ownership or control, name change, legal status with the Texas Secretary of State, or State Comptroller's Texas Identification Number.

Grantee will notify System Agency in writing within ten (10) calendar days any change in administrator or director; and within seven (7) working days of any change in the contact telephone number designated in the contract.

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version. 2.14.

Article I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Grantee Agents” means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Item of Noncompliance” means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Confidential System Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Software” means all operating system and applications software used or created by Grantee to perform the work under the Contract.

“UTC” means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.15.

Article II. GRANTEE PERSONNEL

Section 2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC’s policies, and HHSC’s requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC’s election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. CONFIDENTIALITY

Section 3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article IV. MISCELLANEOUS PROVISIONS

Section 4.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using

their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Section 4.04 Contracts with Subcontractors.

- a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
- b. Grantee must obtain prior written approval from System Agency before entering into an agreement which subcontracts any portion of Grantee's Scope of Work.
- c. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
- d. Subcontracting shall be conducted solely at the Grantee's expense;
- e. Prior to entering into a subcontract agreement equaling or exceeding \$100,000, Grantee will obtain written approval from the System Agency.
- f. Obtain written approval before modifying any subcontract agreement to cause the agreement to exceed \$100,000.
- g. Establish written policies and procedures for competitive procurement and monitoring of subcontracts and will produce a subcontracting monitoring plan.
- h. Monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.

- i. Submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
- j. ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
- k. Ensure all subcontracts, must be in writing and include the following:
 - 1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
 - 2. Detailed description of the services to be provided;
 - 3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
 - 4. Clearly defined and executable termination clause; and
 - 5. Beginning and ending dates that coincide with the dates of the Contract.
- l. Ensure and be responsible for the performance of the subcontractor(s).
- m. Not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

Section 4.05 Status of Subcontractors.

Grantees will require that all subcontractors certify that they are/have:

- a. In good standing with all state and federal funding and regulatory agencies;
- b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
- c. Not delinquent on any repayment agreements;
- d. Not had a required license or certification revoked;
- e. Not ineligible under the terms of the Contract; and
- f. Not had a contract terminated by the System Agency.
- g. Not voluntarily surrendered within the past three years any license issued by System Agency.

Section 4.06 Incorporation of Terms in Subcontracts.

- a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
 - 1. Statement of Work
 - 2. Uniform Terms and Conditions
 - 3. Supplemental and Special Conditions

4. Federal Assurances and Certifications
 5. Non-Exclusive List of Applicable Laws
 6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.
- b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.
 - c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

Section 4.07 Notice of Legal Matter or Litigation.

Grantee will notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven (7) calendar days of becoming aware of the litigation or legal matter.

Section 4.08 Grantee's Notification of Change of Contact Person or Key Personnel.

Within ten (10) business days, Grantee shall notify the assigned contract manager to this Contract in writing of any change in the Grantee's Contact Persons or Key Personnel.

Section 4.09 Notice of Organizational change.

Within ten (10) business days, Grantee shall notify the assigned contract manager to this Contract in writing of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

Section 4.10 Significant Incidents.

In addition to notifying the appropriate authorities, Grantee will notify the assigned contract manager to this Contract in writing any significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three (3) calendar days of discovery.

Section 4.11 Equipment, Supplies and Property.

The Grantee shall have a property management system that meets federal requirements as stated by this Contract and WIC program policy.

Items to be used for the originally authorized purpose as long as needed for that purpose, during which time the Grantee not dispose of or encumber its title or other interests.

Grantee will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

a. Definitions

“Capital Assets” are tangible or intangible assets used in operations having a useful life of more than one year. Capital assets include (1) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange; and (2) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

“Designated Reportable Assets” for purposes of this Contract, are Designated Reportable Assets any nonexpendable tangible personal property with an acquisition cost of \$250 or more but less than \$5000.

Includes (1) desktop and laptop computers, non-portable printers and copiers, software, firmware, (2) emergency management equipment, medical and laboratory equipment, and (3) communication devices and systems, and media equipment.

“Equipment” is tangible and intangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

- **“Intangible Property”** is considered equipment but has no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

“Supplies” is defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, and any items of tangible personal property other than those defined as Capital assets, Designated Reportable Assets, and equipment above.

b. Property Inventory

1. Items acquired by Grantee with grant funds that meets the **equipment, capital assets, and designated reportable assets** definitions above, shall be physically inventoried annually with results documented and maintained using the designated System Agency inventory system and or forms.
2. Grantee shall complete the System Agency grant property inventory by August 31 and the designated report updated/current by September 30.
3. Grantee’s current inventory will be available upon request and for monitoring.
4. Grantee inventory shall be reconciled with the approved inventory report to verify the existence, the current utilization, and continued need for the equipment.
5. Grantee property records shall be maintained by including the following:

- i. Description of the property,
 - ii. Serial number or other identification number,
 - iii. Source of funding for the property,
 - iv. Who holds title,
 - v. Acquisition date,
 - vi. Cost of the property,
 - vii. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property,
 - viii. Disposition data including the date of disposal and sale price of the property.
- c. Maintenance of Property
 1. Grantee shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.
 - i. Grantee shall have adequate maintenance procedures developed to keep the property in good condition.
 - ii. In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee will maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
 2. Grantee shall have a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated and reported to System Agency.
 - i. Grantee shall report lost or stolen items to System Agency within five (5) days after discovery.
 - ii. If Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to, the equipment, designated reportable assets, and/or controlled assets covered by this policy, the Grantee shall use the proceeds to repair or replace the equipment, or record the proceeds as program income.
- d. Disposition of Property
 1. Grantee shall reference WIC program policy and the current American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, of items purchased with grant funds that meet the equipment definition stated above.
 - i. If, prior to the end of the useful life, any item that meets the equipment definition, is no longer needed to perform services under this Contract, or becomes inoperable, and had an acquisition price equal to or greater than \$5,000, Grantee shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

- ii. Grantee will ensure that disposition of that item is in accordance with Grantee's established organizational disposal policies, Generally Accepted Accounting Principles, and any applicable federal guidance.
 - iii. When disposing of property, Grantee must have proper sales procedures to ensure the highest possible return.
- 2. Grantee shall obtain disposition approval from System Agency on items that meet the Capital Assets definition no matter the acquisition cost or useful life.
- 3. Grantee shall maintain all records for three (3) years after disposition, replacement, or transfer of property funds.
- e. Bankruptcy.
 - 1. In the event of bankruptcy, Grantee will;
 - i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
 - ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
 - iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.
- f. Closeout of Equipment
 - 1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit System Agency an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.
 - i. The title of equipment, capital assets, designated reportable assets equipment, and supplies in possession of Grantee from the bankruptcy, will revert to the System Agency.
 - 2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.
 - 3. Grantee to ensure that its subcontracts, if any, must sever the System Agency property, equipment, and supplies in possession of the subcontractor and title must revert to the

System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

Section 4.12 Unilateral Amendment.

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten (10) days' notice prior to execution of the amendment under the following circumstances to:

- a. To comply with a court order or judgment
- b. Incorporate new or revised federal or state laws, regulations, rules or policies
- c. Correct an obvious clerical error in this Contract;
- d. Modify a Contract Number or Agency ID Number;
- e. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
- f. To correct the name, mailing address, or contact information for persons named in the Contract;
- g. To update service descriptions or rates (if applicable);
- h. To revise budget category or service type funding amounts without increasing or decreasing the contract funding amount or
- i. To change the state fiscal year funding amount, based on utilization of funds or availability of funds.

Section 4.13 Bilateral Amendment.

Except as provided for the Unilateral Amendment in section 2.07, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

ARTICLE V. DSHS LEGACY PROVISIONS

Section 5.01 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, subcontractor 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 5.02 Notice of IRS or TWC Insolvency

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

Section 5.03 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;
- 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 5.04 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee 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.

Section 5.05 Telemedicine /Telepsychiatry Medical Services

If Grantee or its subcontractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- b. Contraindication considerations for telemedicine use;
- c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g. Priority in scheduling the system for clinical care of individuals;
- h. Quality oversight and monitoring of satisfaction of the individuals served; and
- i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

Section 5.06 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.
- 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.

Section 5.07 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

Grantee 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.

Section 5.08 Medical Records Retention

- a. Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.
- b. Grantee shall maintain full and complete records concerning WIC Program operations and the following requirements:
 1. Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food benefit issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.
 2. If United States Department of Agriculture (USDA) deems any of the WIC program records to be of historical interest, it may require System Agency or the Grantee to forward such records to the USDA whenever either entity is disposing of them.
 3. All records shall be available during normal business hours for representatives of the USDA, System Agency and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

Section 5.09 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

Section 5.10 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 5.11 Child Abuse Reporting Requirement

- a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- b. Grantee shall comply with System Agency WIC Program Child Abuse policy.
- c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.SystemAgency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

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