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Health and Human Services

**Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
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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. 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 declared by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

4. TELEMEDICINE/TELEHEALTH SERVICES

If Grantee or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee's written procedures, applicable law, the Grantee's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine/telehealth service must include the following requirements:

- i. Consider any contraindications to the use of telemedicine/telehealth;
- ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
- iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- v. 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;
- vi. Priority in scheduling the system for clinical care of individuals;
- vii. Quality oversight and monitoring of satisfaction of the individuals served; and
- viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites. Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

5. 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.

6. THIRD PARTY PAYORS

- A. Except as provided in this Grant Agreement, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services

provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

B. As applicable, the Grantee shall:

- i. Enroll as a provider in Children’s Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement that may be covered by those programs and bill those programs for the covered services;
- ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
- iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- vi. Bill all third party payors for services provided under this Grant Agreement before submitting any request for reimbursement to System Agency; and
- vii. Provide third party billing functions at no cost to the client.

7. HIV/AIDS MODEL WORKPLACE GUIDELINES

- A. Grantee 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 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.

8. MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

9. 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.

10. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project on or before **April 1, 2022**, 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.

11. DUPLICATION OF FUNDING

If Grantee receives any funding that is duplicative of funding received under this Grant Agreement that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement and returned to System Agency.

12. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee shall immediately report in writing to its assigned System Agency contract manager 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, subcontractor or volunteer who 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 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.

13. 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;
- iv. Date of suspension or termination; and
- v. Grant agreement or case reference number.

14. 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.

15. 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.

16. 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.

17. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

18. COMPLIANCE WITH LAWS, RULES, AND REQUIREMENT

Grantee represents and warrants that it will comply, and assure the compliance of all its Subgrantees and Subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

19. CONTRACT OVERSIGHT

Grantee represents and warrants that it will maintain oversight to ensure that Subgrantees and Subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

21. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

22. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

Grantee 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.

23. DISCRIMINATION PROHIBITED

In accordance with Section 2105.004 of the Texas Government Code, Grantee represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

24. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the Parties to resolve any dispute arising under the agreement.

25. FUNDING LIMITATION

Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of the Agency in excess of the funds delineated in this grant. Grantee agrees that funding for this grant is subject to the actual receipt by the Agency of grant funds appropriated to the Agency. Grantee agrees that the grant funds, if any, received from the Agency may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Agency for the purpose of this grant. Grantee agrees that notwithstanding any other provision of this grant, if the Agency is not appropriated the funds or if the Agency does not receive the appropriated funds for this grant program, or if the funds appropriated to the Agency for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Agency is not liable to pay the Grantee any remaining balance on this grant.

26. LAW ENFORCEMENT AGENCY GRANT RESTRICTION

If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

27. LEGAL AUTHORITY

Grantee represents that it possesses legal authority to apply for grant. A resolution, motion, or similar action has been duly adopted or passes as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of the Grantee to act in connection with the Response and to provide such additional information as may be required.

28. LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006

of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

29. LOBBYING EXPENDITURE RESTRICTION

Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

30. NO CONFLICTS OF INTEREST (FEDERAL)

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

31. NO CONFLICTS OF INTEREST (STATE)

Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

32. OPEN MEETINGS

If the Grantee is a governmental entity, Grantee 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.

33. REPORTING COMPLIANCE

Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

34. SUBAWARD MONITORING

Grantee represents and warrant that it will monitor the activities of the Subgrantee 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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