

**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 or Contract. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Exhibit C.

# Interim Extension Amendment

1. 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.
2. 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.
3. 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.
4. Grantee will provide and invoice for services in the same manner that is stated in the Grant Agreement.
5. 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.
6. 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.

# 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.

# Notice of Criminal Activity and Disciplinary Actions

1. 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.
2. 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.

# Notice of IRS or TWC Solvency

Grantee shall notify in writing its assigned HHSC 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 days of the date of Contractor’s becoming aware of such.

# 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.

# Lobbying Expenditure Restriction

Grantee represents and warrants that System 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 556.055 of the Texas Government Code which restrict lobbying expenditures.

No funds under the grant agreement may be used by Grantee under the grant to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. The prohibition relates to the use of federal grant funds and is not intended to affect your right or that of any other organization, to petition Congress or any other level of government, using other nonfederal resources. Reference 45 C.F.R. §93.

# Subaward Monitoring

Grantee represents and warrants that it will monitor the activities of the subrecipient 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.

# Byrd Anti-Lobbying Amendment

Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, Grantee shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

# 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.

# 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.

# 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.

# Record Retention (Federal)

Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. System Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to System Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

# Marijuana Restriction

Grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See e.g., 45 CFR §75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.CX. §§ 812 (c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana.

# Mandatory Disclosures

Grantee must disclose, in a timely manner, in writing to System Agency and the HHS OIG, all information related to violations or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the HHS OIG at the following address:

Attention: SAMHSA

U.S. Department of Health and Human Services

Office of Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building, Room 5527

Washington, DC 20201

Fax (202) 205-0604 (Include “Mandatory Grant Disclosure” in subject line) or email:

[MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Failure to make required disclosures can result in any of the remedies described in 45 CFR §75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. § 3321