



TEXAS

Health and Human Services

**Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021**

**EXHIBIT J – HHS0015545
2-1-1 Texas Information & Referral Network (TIRN)**

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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 **Exhibit B, HHS Uniform Terms and Conditions-Grant v3.5**.

1. 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 eighteen (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.

2. INTERIM EXTENSION AMENDMENT

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/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 Grant Agreement/Contract.
- E. An interim extension under subsection (B)(1) of this section shall extend the term of the Grant Agreement/Contract not longer than thirty (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)(1) of this section shall be a one-time extension for a period of time determined by the System Agency.

3. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

A. Applicability

1. This section applies to the procurement or development of Information and Communication Technology (ICT) for Health and Human Services (HHS), or any changes to HHS's ICT. This section also applies if the Grant Agreement/Contract requires Grantee to perform a service or supply goods that include ICT that: one (1) HHS employees are required or permitted to access; or two (2) members of the public are required or permitted to access. This section does not apply to incidental uses of ICT in the performance of a Grant Agreement/Contract, unless the parties agree that the ICT will become property of the state or will be used by HHS's Client/Recipient after completion of the Grant Agreement/Contract.
2. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

B. Definitions

The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHS Uniform Terms and Conditions, policies, accessibility checklists, style guides, Grant Agreement/Contract specifications, and other Grant Agreement/Contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Grant Agreement/Contract, the following definitions are applicable to this section only.

1. **“Accessibility Standards”** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
2. **“Information and Communication Technology (ICT)”** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.

3. **“Information and Communication Technology Accessibility Standards”** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
4. **“Web Accessibility Standards/Specifications”** refers to the web standards contained in WCAG 2.0 Level AA.
5. **“Products”** means information resources technologies that are, or are related to, ICT.
6. **“Service”** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

C. Accessibility Requirements

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHS must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Grantee must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

D. Evaluation, Testing and Monitoring

1. HHS may review, test, evaluate and monitor Grantee’s Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a grant agreement/contract. Testing and monitoring may include user acceptance testing.
2. Neither one (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor two (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Grantee’s assertion of compliance with the Accessibility Standards.
3. Grantee agrees to cooperate fully and provide HHS and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

E. Representations and Warranties

1. Grantee represents and warrants that: (a) as of the effective date of the Grant Agreement/Contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Grant Agreement/Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (b) if the Products will be in the custody of the state or an HHS agency’s client or recipient after the Grant Agreement/Contract expiration or termination, the Products will continue to

comply with such Accessibility Standards after the expiration or termination of the Grant Agreement/Contract term, unless HHS and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.

2. In the event Grantee should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to HHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.
3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Grant Agreement/Contract.
4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Grant Agreement/Contract and will remain in full force and effect throughout the useful life of the Product.

F. Remedies

1. Pursuant to Texas Government Code Sec. 2054.465, neither Grantee nor any other person has a cause of action against HHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of any and all other remedies to which HHS may be entitled under this Grant Agreement/Contract and other applicable law.

4. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project on September 1, 2026, 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.

5. DUPLICATION OF FUNDING

If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract 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/Contract and returned to System Agency.

6. 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/Contract 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.

7. NOTICE OF GRANT AGREEMENT/CONTRACT 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:

- A. Reason for such action;
- B. Name and contact information of the local, state or federal department or agency or entity;
- C. Effective start date of the grant agreement/contract;
- D. Date of suspension or termination; and
- E. 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 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's becoming aware of such.

10. CYBERSECURITY TRAINING PROGRAM

- A. **Local Government Systems**– Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- B. **State Contractor** – If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

11. DEBARMENT AND SUSPENSION

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Or

Other text specified by the Federal awarding agency, provided the certification also addresses the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Respondent 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.

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