

THE HEALTH AND HUMAN SERVICES COMMISSION

CONTRACT NO. 529-17-0046-00002

AMENDMENT NO. 2

RENEWAL

The HEALTH AND HUMAN SERVICES COMMISSION (**HHSC**) and ITS TIME TEXAS (**Grantee**), who are collectively referred to herein as the "Parties," to that certain grant Contract for Supplemental Nutrition Assistance Program Education (SNAP-Ed) effective October 1, 2017, and denominated HHSC Contract No. 529-17-0046-00002 (Contract or Agreement), now desire to amend the Contract ("Amendment No. 2").

WHEREAS, HHSC has chosen to amend the Contract as follows: (i) exercise its option to renew the Contract; (ii) add an additional \$2,202,208.00 in funds for Fiscal Year 2020 (FY 2020); (iii) clarification of the reporting frequency as described in the Solicitation, (iv) adding a provision to the Contract regarding HHSC Official Correspondence; and (v) providing a vehicle for the unilateral adoption of the FY 2020 State Plan and Work Plan.

WHEREAS, these revisions will result in an addition of \$2,202,208.00 in funds and a total revised Contract amount of \$6,104,413.00.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IV. DURATION.** HHSC hereby exercises its option to renew the Contract for another 12-month period pursuant to Section IV. Duration. This Amendment No. 2 reflects the second Renewal Term.
2. **SECTION IV. DURATION.** The Parties hereto expressly agree that notwithstanding the date of the last signature below, this Amendment No. 2 shall be effective October 1, 2019 (Effective Date) and any actions taken between the date of the last signature below and the Effective Date are hereby expressly ratified.
3. **ATTACHMENT B - BUDGET.** Attachment B. Budget shall be deleted in its entirety and shall be replaced by FY 2020 Budget, attached hereto as Attachment B-1 and shall be fully incorporated as if set forth fully herein. Grantee's approved FY 2020 Budget is in the amount of \$2,202,208.00, specifying all costs, and, if applicable, any revenue associated with providing the Services pursuant to this Amendment No. 2 for FY 2020. The Parties agree the total amount of the Contract including this Amendment No.2 is \$6,104,413.00.

4. The Parties hereto agree to the following amendments:
- a. **Attachment H. Reporting** shall be amended as follows:
 - i. The section entitled “Annual Reporting” shall be deleted in its entirety and replaced with the following making Annual EARS and Annual Project Activity and Outcome Report now due on October 31st of each year:

“**Annual Reporting**: GRANTEE shall submit fully and accurately completed Annual EARS and Project Activity Reports as prescribed by HHSC and as described in the SNAP-Ed Guidance.

- **Annual Project Activity and Outcome Report**: GRANTEE must submit the report to HHSC no later than October 31st of each year.
- **Annual EARS Report**: GRANTEE shall submit the report to HHSC or in the approved data collection system no later than October 31st of each year.
- **Annual Civil Rights Training**: records must be available upon request for audit purposes.
- **Annual Staff Time Certification**: records must be available upon request for audit purposes.

All reporting must be submitted to HHSC in an approved electronic format, such as Microsoft Word or Excel.”

5. **SECTION V. BUDGET, NOTICE TO PROCEED, INVOICE AND PAYMENT REQUIREMENTS.** The Parties hereto agree that **SECTION V. BUDGET, NOTICE TO PROCEED, INVOICE AND PAYMENT REQUIREMENTS** shall amended to be titled **SECTION V. BUDGET, NOTICE TO PROCEED, INVOICE, PAYMENT REQUIREMENTS AND OFFICIAL CORRESPONDENCE.** Further new **SECTION V. BUDGET, NOTICE TO PROCEED, INVOICE, PAYMENT REQUIREMENTS AND OFFICIAL CORRESPONDENCE** shall be further amended by adding subsection **F. Official Correspondence** as follows:

F. Official Correspondence

HHSC will issue State Action Requests (SAR) following established procedures and timelines. The Parties will issue Vendor Action Requests (VAR) to HHSC following established procedures and timelines. In addition to the requirements stated above, the Parties must:

- a. Submit complete and accurate responses to any SAR or VAR response memos no later than ten (10) calendar days after the respondent’s receipt of the request unless a specific date is specified in the request.
- b. Submit written request for extension of a SAR or VAR response deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) business days after the respondents receive the SAR or VAR response.

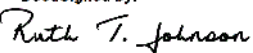
- c. The Parties must provide ad hoc reports and respond to Legislative inquiries and other high priority requests within thirty-six (36) hours from the time of the request or by the date specified by HHSC for data or reports that already exist and are produced.
 - d. All correspondence must be sent to the HHSC SNAP I&A SAR VAR email address at SNAP_AA_SAR_VAR@hhsc.state.tx.us.”
6. **FY 2020 STATE PLAN AND PROJECT WORK PLAN.** The Parties hereto acknowledge the USDA, through Food and Nutrition Services (FNS) encourages states to submit nutrition education plans for approval and acceptance by the USDA. HHSC expects USDA SNAP-Ed Guidance for Federal FY 2020 (FY 2020) to be issued in the spring of 2019, at which time HHSC will submit its FY 2020 State Plan, including Grantee’s FY 2020 Work Plan for approval. Grantee expressly accepts and acknowledges that HHSC reserves the right, in its sole discretion, to amend the Contract, unilaterally, to incorporate the FY 2020 State Plan and Project Work Plan, upon its approval and acceptance.
7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. By signing this Amendment No. 2, the Parties acknowledge and agree that the provisions contained in this Amendment No. 2 are hereby made a part of the Contract for all purposes and are expressly incorporated into the Contract as if fully set forth therein. All capitalized terms used but not defined herein shall be defined as set forth in the Contract.

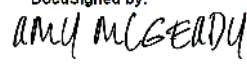
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. 529-17-0046-00002**

**HEALTH AND HUMAN SERVICES
COMMISSION**

ITS TIME TEXAS

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By: 120A152DF8A348A...

Name: Ruth T. Johnson

Name: AMY MCGEADY

Title: Chief Operating Officer

Title: CEO

Date of Execution: August 29, 2019

Date of Execution: August 29, 2019

ATTACHMENT B -1 - FY20 BUDGET

THE HEALTH AND HUMAN SERVICES COMMISSION**CONTRACT NO. 529-17-0046-00002****AMENDMENT NO. 2****RENEWAL****ATTACHMENT B-1 - FY20 BUDGET**

Legal Name:	It's Time Texas, Inc.
Address 1:	911 West Anderson Lane, Suite 202
Address 2:	
City, State, Zip:	Austin, TX 78757
Contract Number:	512-533-9555 (ITT main line); 512-919-4243 x.1016 (finance)
Tax ID Number:	43-2051509

USDA FNS Funding	
Cost Categories	Total Budget Requested
A. Personnel	\$1,368,300
B. Fringe Benefits	\$193,759
C. Travel	\$40,000
D. Equipment/Cap Expend	\$0
E. Educational Materials	\$55,325
F. Building/Space/Maintenance	\$220,933
G. Non-Cap Expend & Supplies	\$66,890
H. Contractual	\$257,000
I. Other	\$0
J. Total Direct Costs:	\$2,202,207
K. Indirect Costs	\$0
L. Total (Sum of J and K)	\$2,202,208