

THE HEALTH AND HUMAN SERVICES COMMISSION

CONTRACT NO. 529-17-0046-00002

AMENDMENT NO. 3

RENEWAL

The Health and Human Services Commission (“**HHSC**”) and It's 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 (the “**Contract**”), now desire to further amend the Contract.

Whereas, HHSC has chosen to exercise its option to renew the Contract pursuant to Section IV, Duration;

Whereas, the Parties want to add an additional \$2,202,208.00 in funds for Fiscal Year 2021 (FY 2021) for a total revised Contract amount of \$10,508,829.00;

Whereas, the Parties want to change reporting requirements as described in the Solicitation; and

Whereas, the Parties want to provide a vehicle for the unilateral adoption of the FY 2021 State Plan and Work Plan.

Now, therefore, the Parties hereby amend and modify the Contract as follows:

1. **Section IV** of the Contract, **Duration**, is hereby amended to reflect a revised termination date of September 30, 2021. This Amendment reflects the third Renewal Term: October 1, 2020 through September 30, 2021.
2. **Attachment B-1, Budget**, is hereby amended and replaced in its entirety with Attachment B-1, Revised Budget and shall be fully incorporated as if set forth fully herein. Grantee’s approved FY 2021 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 for FY 2021. The Parties agree the total amount of the Contract including this Amendment is **\$10,508,829.00**.
3. **Section V** of the Contract, **Budget, Notice to Proceed, Invoice and Payment Requirements, Subsection C, Budget Revisions**, is hereby amended and replaced in its entirety with the following:

- a. Grantee must obtain HHSC's prior written approval for any change in activities that results in a change of five (5) percent or greater of the total program budget. This includes reallocations of funds among subcontractors.
 - b. Budget revisions involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.
 - c. All correspondence must be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP_ED_SAR_VAR@hhsc.state.tx.us.
4. **Section V of the Contract, Budget, Notice to Proceed, Invoice and Payment Requirements, Subsection D, Invoices**, is hereby amended and replaced in its entirety with the following:
- a. Grantee shall submit an invoice using the official correspondence procedure by emailing to: SNAP_ED_SAR_VAR@hhsc.state.tx.us and copy all invoices to AES.Invoices@hhsc.state.tx.us.
 - b. Grantee shall submit an invoice in the format prescribed by HHSC with required supporting documentation by the 30th day of the month following the month of service for each year this agreement is in place. Upon HHSC's request, grantee shall provide additional information to the degree or detail necessary to resolve any review, examination, inquiry or audit by HHSC or other responsible authority. The grantee must certify that payments requested are in accordance with applicable contract provisions as well as applicable laws and regulations and that the requirements of the contract have been met.
 - c. Grantee must submit the Administrative Expenditures Report section of the monthly invoice along with other supporting documentation. HHSC will provide Administrative Expenditures Report template upon contract execution.
 - d. All correspondence must be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP_ED_SAR_VAR@hhsc.state.tx.us.
5. **Section V of the Contract, Budget, Notice to Proceed, Invoice and Payment Requirements, Subsection E, Payment and Reimbursement Provisions, Letter (d)** is hereby amended and replaced in its entirety with the following:
- d. HHSC will make payment in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

The Performing Party/Grantee is not a "vendor" of goods and services within the meaning of Texas Government Code, Chapter 2251. Therefore, the provisions for interest on payments under that statute do not apply to this Contract.

6. **Section V of the Contract, Budget, Notice to Proceed, Invoice and Payment Requirements, Subsection E, Payment and Reimbursement Provisions**, is hereby amended with the addition of **Letter (e)** which reads as follows:

- e. All invoice and budgeting correspondence must be sent to HHSC using the official correspondence procedure by emailing to:
SNAP_ED_SAR_VAR@hhsc.state.tx.us and copy all invoices to
AES.Invoices@hhsc.state.tx.us.

7. **Attachment H, Reporting**, is hereby amended in its entirety and replaced with **Attachment H, Data Collection & Management Requirements and Reporting (attached)**.

8. **FY 2021 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. Grantee expressly accepts and acknowledges that HHSC reserves the right, in its sole discretion, to amend the Contract, unilaterally, to incorporate the FY 2021 State Plan and Project Work Plan, upon its approval and acceptance. State Plan should be submitted via the SAR/VAR process at SNAP_ED_SAR_VAR@hhsc.state.tx.us with a copy to SNAPEd@hhsc.state.tx.us.

9. This Amendment shall be effective October 1, 2020 (Effective Date).

10. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

11. Any further revisions to the Contract shall be by written agreement of the Parties.

12. By signing this Amendment, the Parties acknowledge and agree that the provisions contained in this Amendment 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. 3
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. 529-17-0046-00002**

**HEALTH AND HUMAN SERVICES
COMMISSION**

IT'S TIME TEXAS

DocuSigned by:
Wayne Salter
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DocuSigned by:
Amy McGeady
By: 95805ABEAB734C3...

Name: Wayne Salter

Name: Amy McGeady

Title: AES Deputy Executive Commissioner

Title: CEO

Date of Execution: August 26, 2020

Date of Execution: August 21, 2020

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B -1 - FY21 BUDGET

ATTACHMENT H – DATA COLLECTION, MANAGEMENT REQUIREMENTS, AND REPORTING

ATTACHMENT B-1 - FY21 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:	529-17-0046-00002
Tax ID Number:	43-2051509

TOTAL	
Cost Categories	Total Budget Requested
A. Salary	\$1,483,609
B. Benefits	\$213,195
C. Travel	\$29,100
D. Nutrition Educational Materials	\$55,000
E. Non-Cap Equipment & Office Supplies	\$71,604
F. Contracts/Sub-Grants/Agreements	\$220,000
G. Building/Space Lease or Rental	\$119,950
H. Other	\$9,750
J. Total Direct Costs:	\$2,202,208
K. Indirect Costs	\$0
L. Total	\$2,202,208

**AGREEMENT BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
IT's TIME TEXAS
FOR**

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

**ATTACHMENT H - Data Collection, Management Requirements, and
Reporting**

The GRANTEE Data Collection, Management, and Reporting requirements are as follows.

I. Data Collection and Management

A. Program Participant Data Collection

1. Grantee must collect unduplicated participant demographic information (age, sex, ethnicity, and race) for each onsite, in-classroom direct education series included in the Grantee approved State Plan regardless of number of sessions in the series to provide actual counts in the Annual Education and Administration Reporting System (EARS) Report.
2. For each estimated count or number that is provided in the Annual EARS Report, the estimation methodology must be outlined explicitly when explanation is indicated in the Annual EARS Report.

B. Program Evaluation And Reporting System (PEARS)

Grantee is required to use the Program Evaluation And Reporting System (PEARS) to collect and manage EARS data unless another format is approved by HHSC.

C. Program Evaluation Activities

1. Grantee is required to provide HHSC with Evaluation Report(s) that align with the Evaluation Plans section in the Grantee approved State Plan.
2. Grantee must include all relevant SNAP-Ed Evaluation Framework priority indicators in Evaluation Plans and provide HHSC outcomes for the selected priority indicators in the Annual Report of activities that is due by October 30th of each year.

II. Reporting

A. Monthly Reporting

1. A Monthly Project Activities and Outcomes Report ("**Monthly Program Reports**") describes the project activities and progress reaching SNAP-Ed state goals described in the approved State Plan. GRANTEE must submit the Monthly Program Reports **no later the 30th day of the month following the month of service**. GRANTEE shall submit fully and accurately completed Monthly Program Reports in the format prescribed by HHSC.
2. GRANTEE must ensure that the required Monthly Program Reports are included with the **monthly invoice for payment due no later the 30th day of the month following the month of service**. HHSC will process GRANTEE payment upon receipt of approvable Monthly Program Reports from the GRANTEE. HHSC will return an invoice as incomplete if the GRANTEE fails to include required Monthly Program Reports or if HHSC rejects the monthly report as incomplete or inaccurate.

B. Quarterly Reporting

The EARS Progress Report must meet the requirements described in the applicable SNAP-Ed Guidance and be provided in the FNS form. PEARS EARS export will not be accepted. The EARS report is due no later than the 30th of the month following the end of the reporting quarter and will include cumulative data. The submission dates are as follows:

QUARTER	DUE DATE
1	January 30
2	April 30
3	July 30

C. Annual Reporting

GRANTEE shall submit fully and accurately completed Annual EARS and Annual Report as prescribed by HHSC and as described in the SNAP-Ed Guidance. All reporting must be submitted to HHSC in an approved electronic format, such as Microsoft Word.

1. **Annual Report**: GRANTEE must submit the report to HHSC no later than October 30th of each year.
2. **Annual EARS Report**: GRANTEE shall submit the report to HHSC provided in the FNS form. no later than October 30th of each year. PEARS EARS export will not be accepted.
3. **Annual Civil Rights Training**: records must be available upon request for audit purposes.
4. **Annual Staff Time Certification: records must be available upon request for audit purposes.**