

**INTERAGENCY COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000497100001
RENEWAL**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC”) on behalf of its **ACCESS AND ELIGIBILITY SERVICES UNIT** (“AES” or “HHSC”) and **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS”) **HEALTH PROMOTION AND CHRONIC DISEASE PREVENTION** (“HPCDP” or “DSHS”) section ("Contractor"), who are collectively referred to herein as the "Parties," to that certain Interagency Cooperation Contract effective October 1, 2019 and denominated HHSC Contract No. HHS000497100001 (the “Contract”), now desire to amend the Contract.

Whereas, the Parties desire to revise the Budget and renew the term of the Contract to allow for successful completion of the Project; and

Whereas, the Parties have chosen to exercise its option to renew the contract in accordance with **Contract Section III CONTRACT PERIOD AND RENEWAL**.

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

1. **SECTION III** of the Contract, **CONTRACT PERIOD AND RENEWAL**, is hereby amended to reflect a revised termination date of September 30, 2021.
2. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add \$1,610,000.00 for State of Texas Fiscal Year 2021 (FY21). The total not-to-exceed maximum amount of the Contract is increased to \$4,610,000.00.

All expenditures and reimbursements under the Contract will be in accordance with Attachment B – Budget.

3. **Attachment B - Budget**, is hereby amended in its entirety and replaced with **Attachment B – FY21 Budget**.
4. Contractor 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.
5. Contractor must obtain HHSC’s prior written approval for any budget revisions that involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.
6. Contractor shall submit an invoice no more than once a month 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.

System Agency Contract No. HHS000497100001

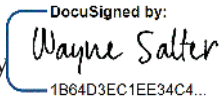
Page 1 of 4

7. Contractor 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, Contractor 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 Contractor 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.
8. Contractor 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.
9. The Contract is hereby supplemented to add **ATTACHMENT C, DATA COLLECTION, MANAGEMENT REQUIREMENTS, AND REPORTING.**
10. **FY 2021 STATE PLAN 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. Contractor 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 Work Plan, upon its approval and acceptance.
11. This Amendment shall be effective October 1, 2020 (Effective Date).
12. The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.
13. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
14. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES - HPCDP
CONTRACT NO. HHS000497100001**

**HEALTH AND HUMAN SERVICES
COMMISSION**

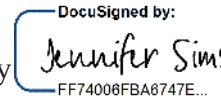
By  _____
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Wayne Salter

AES Deputy Executive Commissioner

Date of Execution: September 9, 2020

**DEPARTMENT OF STATE HEALTH SERVICES -
HPCDP**

By  _____
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Name: Jennifer Sims

Title: Deputy Commissioner

Date of Execution: September 8, 2020

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

ATTACHMENT B – FY21 BUDGET

**ATTACHMENT C - DATA COLLECTION, MANAGEMENT REQUIREMENTS, AND
REPORTING**

ATTACHMENT B – FY21 BUDGET

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Budget Summary

Legal Name:	Texas Department of State Health Services, Obesity Prevention Program
Address 1:	1100 W. 49th St.
Address 2:	
City, State, Zip:	Austin, TX 78756
Contract Number:	
Tax ID Number:	

TOTAL	
Cost Categories	Total Budget Requested
A. Salary	\$50,162
B. Benefits	\$17,522
C. Travel	\$3,554
D. Nutrition Educational Materials	\$0
E. Non-Cap Equipment & Office Supplies	\$0
F. Contracts/Sub-Grants/Agreements	\$1,500,000
G. Building/Space Lease or Rental	\$0
H. Other	\$0
I. Total Direct Costs:	\$1,571,238
J. Indirect Costs	\$38,762
K. Total	\$1,610,000

**AGREEMENT BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
DEPARTMENT OF STATE HEALTH SERVICES
HEALTH PROMOTION AND CHRONIC DISEASE PREVENTION
FOR
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**

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

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

I. Data Collection and Management

A. Program Participant Data Collection

1. Contractor must collect unduplicated participant demographic information (age, sex, ethnicity, and race) for each onsite, in-classroom direct education series included in the Contractor 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)

Contractor 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. Contractor is required to provide HHSC with Evaluation Report(s) that align with the Evaluation Plans section in the Contractor approved State Plan.
2. Contractor 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. Contractor must submit the Monthly Program Reports **no later the 30th day of the month following the month of service**. Contractor shall submit fully and accurately completed Monthly Program Reports in the format prescribed by HHSC.
2. Contractor 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 Contractor payment upon receipt of approvable Monthly Program Reports from the Contractor. HHSC will return an invoice as incomplete if the Contractor 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

Contractor 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**: Contractor must submit the report to HHSC no later than October 30th of each year.
2. **Annual EARS Report**: Contractor 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.**