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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Division of Family Assistance to enter into an agreement with the University of New Hampshire (Vendor # 177867), 51 College Road, Durham NH 03824, in an amount not to exceed \$1,036,856 for the provision of nutrition education and obesity prevention services for Food Stamp recipients and other low-income individuals who are eligible to receive Supplement Nutrition Assistance Program or benefits from other means-tested Federal assistance programs, effective date of Governor and Council approval, through September 30, 2015. 100% Federal Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2015, and anticipated to be available in State Fiscal Year 2016, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without further approval from Governor and Executive Council:

05-95-45-450010-61250000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, TRANSITIONAL ASSISTANCE, DIRECTOR'S OFFICE

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	45068004	\$648,035
2016	102-500734	Contracts for Program Services	45068004	\$388,821
			Total:	\$1,036,856

EXPLANATION

The purpose of this request is to provide nutrition education an obesity prevention services to low-income individuals, families and associated groups that qualify for the Supplemental Nutritional Assistance Program and other means-tested Federal assistance programs, such as free or reduced school lunch or the Women, Infant and Children Nutrition Program. Nutrition education and obesity prevention services will teach participants about budgeting for food costs; sanitary food handling, preparation and storage; thrifty food shopping by using nutritional value and reading labels; and menu

planning. Additionally, the nutrition education program will show participants how to compare their diets to nutritional guidelines, such as the food pyramid.

This contract was competitively bid. On August 23, 2014, the Department issued a Request for Proposals (RFP #15-DHHS-OHS-DFA-01) to solicit proposals for the provision of nutrition education and obesity prevention services for low-income individuals who receive benefits from the Supplement Nutrition Assistance Program or benefits from other means-tested Federal assistance programs. The request for proposals was available on the Department of Health and Human Services website from August 23, 2014, through October 4, 2014. There was one proposal received.

The proposal was evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements and the Women, Infant and Children's Supplemental Nutritional Program. The team also included staff with significant business and management expertise.

The proposal was evaluated based on the criteria published in the Request for Proposals. The University of New Hampshire was selected. A copy of the bid summary is attached.

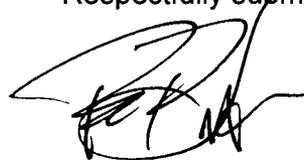
Should Governor and Executive Council determine not to approve this request, Supplemental Nutritional Assistance Program participants and other low-income individuals, who are eligible to receive Supplement Nutrition Assistance Program benefits, or assistance from other means-tested Federal assistance programs, will not benefit from nutrition and lifestyle education opportunities designed to prevent obesity and improve individual health and well-being.

Area Served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture, Food and Nutrition Services, Code of Federal Domestic Assistance Number (CFDA) #10.561. Federal Award Identification Number (FAIN) 11114NH423Q3903.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith

Director

Approved By:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Supplemental Nutritional Assistance
Program Educational Plan**

15-DHHS-OHS-DFA-01

RFP Name

RFP Number

Bidder Name

1. University of New Hampshire
2. 0
3. 0

Pass/Fail	Maximum Points	Actual Points
	195	195
	195	195
	195	195

Reviewer Names

1. Janine Lesser, TANF Program Specialist, DFA (Tech)
2. Lisa Richards, WIC Program Planner, DPHS (Tech)
3. Laurie Green, Food stamp Program Manager, DFA (Tech)
4. Philip Nadeau, Financial Analyst, OBO (Cost)
5. Ed Lovejoy, Financial Analyst, OBO (Cost)

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/15**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Adult and Youth Nutrition Education and Obesity Prevention (SNAP-Ed)**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Terry Smith, Director
 Address: Division of Family Assistance
 129 Pleasant Street
 Concord, NH 03301
 Phone: 603-271-9281

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
 Sponsored Programs
 51 College Road, Room 116
 Durham, NH 03824
 Phone: (603) 862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Laurie Green
 Address: Divison of Family Assistance
 129 Pleasant Street
 Concord, NH 03301
 Phone: 603-271-9287

Campus Project Director

Name: Debbie Luppold
 Address: 51 College Road
 Durham, NH 03824
 Phone: 603-796-2151

F. Total State funds in the amount of **\$1,036,856** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **n/a** from **U.S. Department of Agriculture, Food and Nutrition Services** under CFDA# **10.561**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) **7, paragraph 2** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

If necessary to accomplish the objectives of this Project Agreement, University System may reallocate up to 5% of the cumulative cost of a Project Agreement between the cost categories (Salaries & Benefits, Travel, Materials, Building and Space, and Contract/Grants/Agreements) in order to meet unanticipated needs. University System may not reallocate funds between these cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations under 5% of the cumulative cost of the Project Agreement shall not require notification to the State. Reallocations in excess of 5% of the cumulative cost of the Project Agreement shall require prior written approval from the State.

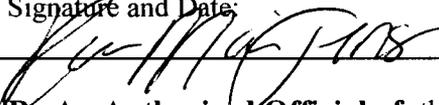
- H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

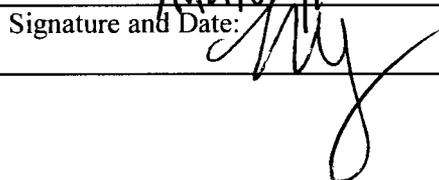
**By An Authorized Official of:
University of New Hampshire**

Name: **Karen M. Jensen, Manager**
 Title: **Sponsored Programs Administration**
 Signature and Date:

 12/16/14

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: **Megan A. York**
 Title: **Attorney**
 Signature and Date:

 1/9/15

**By An Authorized Official of:
Department of Health and Human
Services**

Name: **Jenny R Smith**
 Title: **Director, DFA**
 Signature and Date:

 12/29/14

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name:
 Title:
 Signature and Date:

EXHIBIT A

A. Project Title:

Adult and Youth Nutrition Education and Obesity Prevention (SNAP-Ed)

B. Project Period: Contract effective date through September 30, 2015

C. Objectives: See Exhibit A-1, attached

D. Scope of Work: See Exhibit A-1, attached

E. Deliverables Schedule: See Exhibit A-1, attached

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period in accordance with the budget provided in Exhibit B, and shall show current and cumulative expenses by major cost categories. Campus will invoice State separately by State Fiscal Year.

Invoices shall be sent to:

Financial Manager- Fiscal Unit
Division of Family Assistance
129 Pleasant Street, Brown Building 3rd Floor
Concord, NH 03301

Upon receipt and approval of the invoices by the State Project Director, State shall issue payment to Campus based upon the costs documented by Campus.

Campus will provide a report of the SFY expenses in accordance with the budget categories described above by July 30th each year. Final billing for the agreement must be received by the State no more than 90 days after the contract end date.

G. Other:

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **CFDA #10.561**

EXHIBIT B- PROJECT BUDGET

Budget Items	FY15	FY16	Total
1. Salaries and Benefits	417,354	179,464	596,818
2. Travel	17,401	7,483	24,884
3. Supplies and Services	67,056	31,918	98,974
4. Service provider	73,642	31,666	105,308
5. Facilities & Admin Costs	146,705	64,167	210,872
Subtotals	722,158	314,698	1,036,856
Total Project Costs:			1,036,856.



Exhibit A -1

Scope of Services

1. Provisions Applicable To All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services To Be Provided

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services to conduct nutrition and obesity education to the population identified by the US Department of Agriculture (USDA) Food and Nutrition Service (FNS) as being participants in or eligible to receive Supplemental Nutrition Assistance Program (SNAP) benefits or other means-tested Federal assistance. The Contractor will provide statewide services with a primary focus on the Limited English Proficiency/SNAP eligible individuals in the Manchester/Nashua areas, and saturated SNAP education services in the communities of Franklin, Hill and Laconia. The Contractor shall conduct the following activities, which include but are not limited to:

- 2.1. Providing nutrition and physical activity education and primary obesity prevention interventions that are based on the recommendations from the current USDA Dietary Guidelines for Americans to enable and encourage SNAP eligible individuals to adopt healthy eating habits and physically active lifestyles. The Contractor shall:
 - 2.1.1. Conduct obesity interventions services that include, but are not limited to:
 - 2.1.1.1. Assisting adults and youth with participation in community gardens.
 - 2.1.1.2. Assisting emergency food sites with providing healthier food options.
 - 2.1.1.3. Increasing the availability of farmers markets that accept SNAP electronic benefits transactions (EBT).
 - 2.1.1.4. Assisting grocery stores to stock culturally appropriate foods.
 - 2.1.1.5. Implementing programs as part of local Healthy



Exhibit A -1

Eating Active Living groups.

- 2.1.1.6. Implementing programs as part of the NH Hunger Solutions Coalition.
 - 2.1.1.7. Improving the nutrition and physical activity environments in schools, after school and out of school sites.
 - 2.1.1.8. Assisting schools with applications for Healthier US School Challenge.
- 2.2. Deliver a minimum of four (4) sessions to adults and five (5) for youth per series of lessons on nutrition and physical activity to SNAP eligibles. The Contractor shall ensure each session:
- 2.2.1. Has a duration of between thirty (30) and one hundred and twenty (120) minutes.
 - 2.2.2. Is offered in school settings in schools where at least 50% of individual students are eligible for free and reduced price breakfast and lunch programs, small group settings of less than eleven (11) individuals, or with individuals in their homes.
 - 2.2.3. Uses curricula that are listed by the USDA (<http://snap.nal.usda.gov/snap/SNAP-EdInterventionsToolkit.pdf>) as evidence-based by SNAP-Ed Strategies and Interventions: An Obesity Prevention Toolkit for States, May 2014. This includes, but is not limited to:
 - 2.2.3.1. Families Eating Smart Moving More.
 - 2.2.3.2. Show Me Nutrition.
 - 2.2.3.3. CATCH-Go for Healthy Series: Life in the Balance.
 - 2.2.3.4. CATCH Kids Club-Healthy Habits & Nutrition.
 - 2.2.3.5. Pick a Better Snack.
 - 2.2.3.6. Cooking Matters for Adults.
 - 2.2.3.7. Cooking Matters for Teens.
 - 2.2.3.8. Cooking Matters for Families (also available with a youth component).
 - 2.2.3.9. Cooking Matters at the Store.
 - 2.2.3.10. Teacher Enrichment Kits
 - 2.2.4. Covers topics that align with the recommendations of the 2010 Dietary Guidelines for Americans and USDA's MyPlate to establish healthy eating habits and physically active lifestyles as primary disease prevention.



Exhibit A -1

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- 2.2.5. Provides participants with written reference materials for each lesson delivered.
 - 2.2.6. Is available to individuals in their homes and in small groups, as requested.
 - 2.3. Engage LEP SNAP eligible individuals in the Manchester and Nashua areas to attend lesson series described in Section 2.2 by:
 - 2.3.1. Working in partnership with organizations that work with refugees, immigrants and minority families to conduct outreach activities. These organizations include, but are not limited to:
 - 2.3.1.1. The Bhutanese Community of New Hampshire.
 - 2.3.1.2. The New American African Community Coalition.
 - 2.3.1.3. Women for Women in Manchester.
 - 2.3.1.4. Faith-based groups.
 - 2.3.1.5. The Adult Learning Center in Nashua.
 - 2.3.1.6. Elmwood Gardens in Manchester.
 - 2.3.1.7. The O'Neil Center in Manchester.
 - 2.3.2. Offering the adult curriculum identified in Section 2.2 above, in Spanish, and:
 - 2.3.2.1. Recruiting Spanish-speaking adults for participation in a series of lessons using the curriculum identified in Section 2.2.
 - 2.3.2.2. Using the aid of interpreters from the Language Bank of Ascentria Care Alliance, (formerly known as Lutheran Social Services of New England) to facilitate focus groups for LEP individuals to:
 - 2.3.2.2.1. Investigate program course enrollment services.
 - 2.3.2.2.2. Obtain feedback on course content, instruction and materials.
 - 2.3.2.2.3. Identify challenges to course completion, knowledge retention.
 - 2.3.2.2.4. Gauge behavioral changes in grocery shopping, food safety practices, cooking, daily diets, and physical activity.
 - 2.3.2.2.5. Identify barriers to implementing changes.
 - 2.3.3. Working with the Women for Women Coalition in Manchester,



Exhibit A -1

the American African Community Coalition and other organizations in Manchester and Nashua to:

- 2.3.3.1. Develop a plan for outreach to SNAP-Ed eligible individuals who are refugees.
- 2.3.3.2. Deliver lesson series as described in Section 2.2., above, to SNAP-Ed eligible individuals who are refugees.
- 2.4. Deliver nutrition and physical activity education to SNAP eligible adults through single presentations, which shall be:
 - 2.4.1. Conducted at the request of collaborating agencies, without duplicating existing programs.
 - 2.4.2. Offered when SNAP eligible adults are not available for the lesson series described in Section 2.2, above. At all single presentations, the Contractor shall:
 - 2.4.2.1. Provide SNAP eligible adults the opportunity to sign up for a full series of lessons described in Section 2.2, above.
 - 2.4.2.2. Provide SNAP eligible adults with printed materials based on the single presentation.
 - 2.4.3. Based on topic matters according to audience needs.
- 2.5. Deliver nutrition and physical activity education to adults who receive assistance through the Women, Infants and Children (WIC) program. The Contractor shall:
 - 2.5.1. Collaborate with WIC staff to:
 - 2.5.1.1. Recruit participants for education services described in Section 2.2.
 - 2.5.1.2. Address participant barriers including, but not limited to:
 - 2.5.1.2.1. Transportation.
 - 2.5.1.2.2. Childcare.
 - 2.5.1.3. Coordinate times and dates for tours at WIC approved supermarkets.
 - 2.5.1.4. Conduct the tours.
- 2.6. Provide adequate classroom locations with space that allows privacy and uninterrupted time for instruction. The Contractor shall ensure classroom locations shall have:
 - 2.6.1. Access to restroom facilities.



Exhibit A -1

- 2.6.2. Space for child care.
- 2.6.3. Adequate parking.
- 2.6.4. Accessibility that is American with Disabilities Association (ADA) approved.
- 2.7. Create and disseminate two (2) types of newsletter series, both of which correspond to the 2010 Dietary Guidelines for Americans and MyPlate and are based upon responses from eligibles gathered in the 2012 telephone survey of NH SNAP households. The Contractor shall:
 - 2.7.1. Ensure that one (1) newsletter series targets SNAP seniors. The Contractor shall:
 - 2.7.1.1. Create a minimum of two (2) newsletters, which shall contain information about healthy eating, smart shopping and recipes for seniors.
 - 2.7.1.2. Include pertinent articles and information from WIC, and the Commodity Supplemental Food Program (CSFP).
 - 2.7.1.3. Collaborate with the Department of Health and Human Services (DHHS), CSFP and the Senior Farmers Market Nutrition Program in order to:
 - 2.7.1.3.1. Develop information and recipes, specific to seniors.
 - 2.7.1.3.2. Distribute newsletters and recipes to seniors during monthly pick up by seniors enrolled in CSFP and via the Senior Farmers Market Nutrition Program during the summer months.
 - 2.7.1.4. Collaborate with the Department of Health and Human Services (DHHS) WIC program in order to:
 - 2.7.1.4.1. Include pertinent articles and information from WIC program.
 - 2.7.1.4.2. Share non-identifying pertinent information with the WIC program to be included in WIC newsletters.
- 2.8. Create, maintain, and monitor a Facebook page. The Contractor shall:
 - 2.8.1. Ensure that the Facebook page contains links to the New Hampshire Food Stamp Program (NHFSP) and the lesson series material described in Section 2.2, above, which allows SNAP eligibles to access additional information after the series.



Exhibit A -1

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- 2.8.2. Advertise the Facebook page in the newsletters described in Section 2.7, above.
 - 2.8.3. Partner with the UNH Dietetic Intern Program for assistance with the monitoring Facebook site activity and responding to posts from users, under the direction of the State UNH Cooperative Extension staff.
 - 2.8.4. Ensure that interns used for assistance and monitoring described in Section 2.8.3, above, perform duties for this contract as part of their community rotation without monetary compensation.
 - 2.8.5. Work with the NH WIC/CSFP program for additional content for Facebook site.
 - 2.8.6. Monitor the Facebook page on a daily basis.
 - 2.9. Collaborate with the Sycamore Community Garden Coalition in Concord, NH to assist families in safe food handling practices for foods grown in the community garden. The community garden is:
 - 2.9.1. Created on land donated by the Community College System of NH.
 - 2.9.2. Available for use by refugees and low-income Concord residents.
 - 2.10. Continue work with the Statewide Coalition to End Childhood Hunger to increase access to existing food resources, improve NH families' economic security, and strengthen the components of the local and regional food system by assisting in the implementation of the Coalition's goals and objectives as they impact work with SNAP Eligible individuals.
 - 2.11. Collaborate with a minimum of three (3) Healthy Eating Active Living (HEAL) initiatives to improve the nutrition and physical activity environment in communities that specifically relate to SNAP eligible adults. The Contractor shall:
 - 2.11.1. Work with at least three of the following communities:
 - 2.11.1.1. Ashland.
 - 2.11.1.2. Franklin.
 - 2.11.1.3. Laconia.
 - 2.11.1.4. Nashua.
 - 2.11.1.5. Berlin.
 - 2.11.2. Provide programming materials relating to nutrition and physical activity education, as well as obesity prevention, to a



Exhibit A -1

minimum of three (3) communities listed in Section 2.11 above.

2.12. Deliver a series of lessons to SNAP eligible youth that provides information to assist youth in following a healthy diet and becoming more physically active. All curricula shall use multiple delivery channels to engage children and to accommodate different learning styles. The Contractor shall provide support, as needed, to school wellness teachers and school food service staff. The Contractor shall:

2.12.1. Use evidence based curricula to deliver the lesson series, which includes, but is not limited to:

2.12.1.1. Show Me Nutrition for grades K-5. The Contractor shall:

2.12.1.1.1. Teach the curriculum in classroom settings, out of school sites or after school programs.

2.12.1.1.2. Provide related nutrition and physical activity information, including newsletters that may be sent home by the teacher or staff person to parents, based on the specific lesson taught.

2.12.1.1.3. Provide access to newsletters in Section 2.12. that can be sent home to parents, posted on bulletin boards, or posted on school websites.

2.12.1.2. Teacher Enrichment Kit for grades 3-4. The Contractor shall:

2.12.1.2.1. Provide kits to teachers who cannot schedule the lesson described in Section 2.12., above.

2.12.1.2.2. Provide staff to deliver the first and last sessions of the lesson series, as well as complete the evaluations of the program.

2.12.1.2.3. Provide curriculum for remaining lessons for the classroom teacher to fit into the school day schedule as time permits.

2.12.1.3. Cooking Matters for Families (youth) for grades



Exhibit A -1

3-5. The Contractor shall:

2.12.1.3.1. Deliver the curricula in Section 2.12. in partnership with the NH Food Bank's Share Our Strength program.

2.12.1.3.2. Ensure curricula are designed to teach healthy food choices as well as food safety and cooking skills appropriate to those choices.

2.12.1.4. Cooking Matters for Teens for grades 6-8. The Contractor shall:

2.12.1.4.1. Deliver the curricula in Section 2.12. in partnership with the NH Food Bank's Share Our Strength program.

2.12.1.4.2. Ensure curricula are designed to teach healthy food choices, food safety and cooking skills appropriate to those choices.

2.12.2. Ensure topics covered align with the recommendations from the 2010 Dietary Guidelines for Americans and USDA's MyPlate to assist SNAP eligible youth in establishing healthy eating habits and physically active lifestyles.

2.12.3. Ensure curricula referenced in Section 2.12. has the flexibility to be delivered in:

2.12.3.1. Schools.

2.12.3.2. After school programs.

2.12.3.3. Out of school sites.

2.12.4. Ensure duration of each lesson in a series is approximately thirty (30) to ninety (90) minutes, with a minimum of five (5) and a maximum of eight (8) lessons per series, and further ensure that lessons are presented to youth in group learning sessions, limiting the number of participants to twenty (20) for settings outside of school.

2.12.5. Provide schools with information on how to sign up to receive the Nutrition Nuggets newsletter, which:

2.12.5.1. Can be sent home to parents in handout form and/or posted on the school's website.

2.12.5.2. Contains information regarding youth nutrition,



Exhibit A -1

-
- physical fitness, recipes and child-parent activities.
- 2.12.5.3. Is available in English and Spanish.
 - 2.12.5.4. Will be published in a minimum five (5) different issues.
 - 2.12.6. Provide additional hardcopy and electronic supports and resources that include, but are not limited to:
 - 2.12.6.1. Materials for bulletin boards.
 - 2.12.6.2. Additional curricula.
 - 2.12.6.3. Nutrition and physical activity materials from the USDA in English and Spanish that can be sent home to parents.
 - 2.13. Provide public health benefits by increasing community opportunities to improve nutrition and physical activity and prevent obesity by:
 - 2.13.1. Recruiting and working with three youth garden sites over the summer months.
 - 2.13.2. The Contractor shall:
 - 2.13.2.1. Contact the Whole Village Family resource Center in Plymouth and a site in Carroll County for possible 2015 sites.
 - 2.13.2.2. Provide nutrition and physical activity lessons from curriculum described in Section 2.12., above, including but not limited to taste testing and cooking, as permitted by the host site.
 - 2.13.2.3. Work with eligible youth garden sites to provide vegetable seeds, vegetable plants and small gardening tools, as well as other materials that may be needed to make the garden successful.
 - 2.13.2.4. Provide assistance with garden planting and maintenance, with assistance from the UNH Cooperative Extension Master Gardeners.
 - 2.13.3. Provide the Pick a Better Snack & Act program for grades K-3, in at least two (2) schools enrolled in the Federal Fresh Fruit and Vegetable Program (FFVP). The Contractor shall:
 - 2.13.3.1. Offer the program in schools where a series of lessons described in Section 2.12. above, are not conducive to school schedules.
 - 2.13.3.2. Ensure program components are delivered twice per month from January through May. Program



Exhibit A -1

goals include, but are not limited to:

- 2.13.3.2.1. Improving children's overall diet and physical activity.
- 2.13.3.2.2. Creating healthier eating habits that impact current and future health.
- 2.13.3.2.3. Assisting schools to create healthier school environments by:
 - 2.13.3.2.3.1. Providing healthier food choices.
 - 2.13.3.2.3.2. Expanding the variety of fruits and vegetables children experience.
- 2.13.3.2.4. Increasing children's fruit and vegetable consumption.
- 2.13.3.3. Coordinate with the school Food Service Director on a monthly basis, when possible, to select a fruit and vegetable to be included on the school menu based on the month's Fresh Fruit & Veggie Program (FFVP) snacks.
- 2.13.3.4. Deliver bi-monthly lessons on fruit and vegetable nutrition that include:
 - 2.13.3.4.1. Taste tests in the classroom setting.
 - 2.13.3.4.2. A short physical activity.
- 2.13.3.5. Provide newsletters that can be sent home to parents.
- 2.13.3.6. Provide bingo cards for students to fill out that show:
 - 2.13.3.6.1. Their consumption of fruits and vegetables for the month.
 - 2.13.3.6.2. The amount of physical activity they have engaged in for the month.
- 2.14. Provide support and resources to school wellness teams. The Contractor shall:
 - 2.14.1. Assist in facilitating school wellness team meetings around assessing the school nutrition and physical activity



Exhibit A -1

-
- environment, when requested.
- 2.14.2. Attend school wellness team meetings, when requested.
 - 2.14.3. Share resources, when requested.
 - 2.14.4. Assist with applications for the Healthier Space US School Challenge, when requested.
 - 2.14.5. Provide schools with:
 - 2.14.5.1. A self-assessment tool.
 - 2.14.5.2. Information about available grants.
 - 2.14.5.3. Information about upcoming professional development opportunities.
 - 2.14.6. Ensure schools have access to the Contractor's web-based training video that promotes the school wellness components of Healthy Schools NH Youth Education and Obesity Prevention Project.
- 2.15. Collaborate with community groups and organizations on policy changes related to nutrition and physical activity. The Contractor shall:
- 2.15.1. Continue partnership work with Healthy Kids Out of School Initiative, developed by Tufts University to continue work on reducing childhood obesity.
 - 2.15.2. Work with eligible out of school providers to improve the nutrition and physical activity environment at their site. The Contractor shall:
 - 2.15.2.1. Contact eligible out of school sites to promote Contractor programs.
 - 2.15.2.2. Facilitate and attend meetings to discuss nutrition and physical activity policies.
 - 2.15.2.3. Share resources regarding nutrition and physical activity for youth, utilizing the resources outlined on the HealthyKidsHub.org website, which provides staff and volunteers with resources, tools, and training materials that helps with the adoption of three core principles that are:
 - 2.15.2.3.1. Choose water instead of sugar-sweetened beverages.
 - 2.15.2.3.2. Boost movement and physical activity in all programs.
 - 2.15.2.3.3. Fuel up on fruits and vegetables.



Exhibit A -1

- 2.16. The Contractor shall collaborate with the towns of Franklin, Hill and Laconia to provided saturated SNAP education services. The Contractor shall:
- 2.16.1. Provide SNAP education services in at least three (3) elementary, at least two (2) middle or high school from the following:
 - 2.16.1.1. Three (3) elementary schools in Laconia.
 - 2.16.1.2. The Laconia middle and high school.
 - 2.16.1.3. The Franklin elementary, middle and high school.
 - 2.16.1.4. The Jennie D. Blake School in Hill at all grade levels.
 - 2.16.2. Coordinate services with the Community Action Program Belknap and Merrimack Counties-WIC and the Bureau of Nutrition Programs and Services, NH Department of Education in order to assist schools with wellness policies and applications for the healthier US School Challenge and to promote messages to WIC participants through newsletters and social media.
 - 2.16.3. Deliver nutrition education and obesity prevention services designed to complement the interventions provided to the school populations in other venues, which include but are not limited to:
 - 2.16.3.1. Carey Homeless Shelter in Laconia.
 - 2.16.3.2. Workplace Success, in Laconia.
 - 2.16.3.3. Lakes Region Resource Center in Laconia.
 - 2.16.3.4. Inter-Faith Food Pantry in Franklin.
 - 2.16.3.5. Farmers Markets in Franklin and Laconia.
 - 2.16.3.6. Trip Center in Franklin.
 - 2.16.3.7. Grocery Stores in Laconia, Franklin and nearby towns where SNAP eligible shop for groceries.
 - 2.16.3.8. Genesis Behavioral Health in Laconia.
 - 2.16.4. Work with the venues listed in Section 2.17.3 in order to:
 - 2.16.4.1. Offer single education sessions and lesson series.
 - 2.16.4.2. Group lesson series.
 - 2.16.4.3. Conduct food demonstrations and grocery store tours.
 - 2.16.4.4. Provide recipes at Farmers Markets that accept



Exhibit A -1

SNAP EBT benefits.

- 2.16.4.5. Provide information to individuals in order to connect them with local opportunities to be more active.
- 2.17. Work with community agencies whose primary focus is not nutrition education but are designed to reaffirm nutrition education and obesity prevention messages provided to the children in school. Community agencies include:
 - 2.17.1. The Bessie Rowell Community Center in Franklin.
 - 2.17.2. The Franklin Recreation Center.
 - 2.17.3. The Boys and Girls Clubs of Franklin and Laconia.
- 2.18. Provide activities on three levels to ensure the provision of saturated services as follows:
 - 2.18.1. Level 1 – Direct education for adults and youth; food demos at farmers markets and food pantries; newsletters; social media and support and resources for schools to share with parents.
 - 2.18.2. Level 2 – Community gardens; assisting emergency food sites with healthy food options; Pick a Better Snack for schools enrolled in USDA's FFVP, and assistance to schools wishing to improve school wellness environments and apply to participate in the Healthier US School Challenge (HUSSC).
 - 2.18.3. Level 3 - Collaborating with community groups and organizations on policy changes related to nutrition and physical activities such as local Healthy Kids Out of School (HEAL) initiatives; Healthy Kids Out of School Initiative and NH Hunger Solutions Coalition; Social Marketing; increasing SNAP EBT at farmers markets and increasing the availability of culturally appropriate foods for LEP SNAP eligible individuals.
- 2.19. Provide qualified staff and continued staff training to ensure quality program delivery. The Contractor shall:
 - 2.19.1. Train staff in all lessons to ensure delivery of material is appropriate to the audience being served.
 - 2.19.2. Ensure staff attend a minimum of ten (10) in-state meetings per year that focus on nutrition updates, use of curriculum materials, issues in the field, clarification of guidelines and policies, best practices and effective teaching methods.

3. Required Reporting

- 3.1. The Contractor shall provide quarterly reports to the Food Stamp Program Manager no later than fifteen (15) days following the end of the quarter. The quarters are as follows:



Exhibit A -1

- 3.1.1. January 1 through March 31.
- 3.1.2. April 1 through June 30
- 3.1.3. July 1 through September 30.
- 3.2. Quarterly reports identified in Section 3.1, above, must be minimally narrative and must include the following information for each activity:
 - 3.2.1. Number of participants for the reporting period;
 - 3.2.2. Total number of participants who completed the activity;
 - 3.2.3. Number of contacts with participants for the reporting period;
 - 3.2.4. The location of each activity;
 - 3.2.5. The curriculum used; and
 - 3.2.6. Progress toward goals and next action steps to be taken in furtherance of the goals/objectives listed in Section 3 and Section 4.
- 3.3. The Contractor shall provide a comprehensive yearly summary at the end of the Federal Fiscal Year to the Food Stamp Program Manager by November 10, 2015. The report shall include:
 - 3.3.1. A summary of all Contractor activities.
 - 3.3.2. All information in templates as provided by the USDA FNS.

4. Requirements of Delivery of Services

- 4.1. Ensure that 100% of SNAP households with children and SNAP households where case heads are 62 and over receive two issues of the family oriented and senior newsletters respectively.
- 4.2. Reach a minimum of four hundred and seventy five (475) SNAP eligible households, who have Limited English Proficiency, including Spanish speaking in the Manchester and Nashua areas, to participate a single presentation as described in Section 2.3, above.
- 4.3. Reach a minimum of one hundred and eighty (180) SNAP eligible households who have Limited English Proficiency, including Spanish speaking in the Manchester and Nashua areas to participate in a series of lessons as described in Section 2.3, above.
- 4.4. Offer the Cooking Matters at the Store for WIC Parents program described in Section 2.5, at all WIC clinic sites.
- 4.5. Ensure that one hundred (100) percent of New Hampshire schools that have at least fifty (50) percent of students enrolled in free and reduced priced meals programs are contacted to participate in the Healthy Schools NH Youth Education and Obesity Prevention Project, as indicated in Section 2.12 above.



Exhibit A -1

- 4.6. Ensure 75% of schools identified in Section 4.5 participate in one (1) activity in the healthy Schools NH Youth Education and Obesity Prevention Project.
- 4.7. Ensure Contractor participation in a minimum of one (1) community garden as described in Section 2.9 above.
- 4.8. Ensure implementation of a minimum of three (3) youth gardens, as described in Section 2.13.1 above.
- 4.9. Ensure enrollment of a minimum of two (2) schools in the Pick a Better Snack and Act program described in Section 2.13.3, above.
- 4.10. Ensure a minimum of six (6) schools, after school or out of school sites receive support and resources to assess their nutrition or physical activity environment and begin to initiate changes, as described in Section 2.14 and 2.15 above.



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/16/14
Date


Name: **Karen M. Jensen, Manager**
Title: **Sponsored Programs Administration**



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 111089470
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Master Agreement



DONALD S. HILL
Commissioner
(603) 271-3201

State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol Street
Concord, New Hampshire 03301

September 27, 2002

Approved
3-2
11/13/02

Her Excellency, Governor Jeanne Shaheen
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contract award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

MASTER AGREEMENT
for
COOPERATIVE PROJECTS
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this day of , 20 , enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

I. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9 INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation

or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306, RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

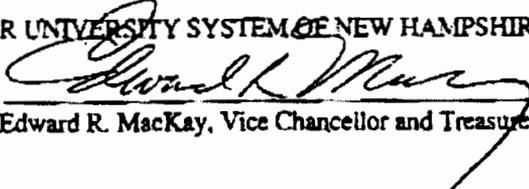
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

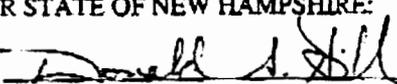
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

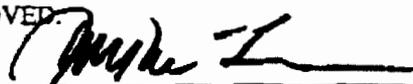
9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date

COOPERATIVE PROJECT AGREEMENT
STATE OF NEW HAMPSHIRE and
[Name of the University System campus participating in the project]
of the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **[Name of the department, agency or unit of the State]**, (hereinafter "State"), and the University System of New Hampshire, acting through **[Name of the University System campus participating in the project]**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **[insert date]**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

[insert project title]

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

FOR STATE

FOR CAMPUS

[Name, Address, etc.]

[Name, Address, etc.]

F. Total funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

[optional – use when Campus will contribute to the cost of the project] Campus will cost-share _____% of total costs during the term of this Project Agreement.

[optional – use when Federal funds are being used to pay Campus] Federal funds paid to Campus under this Project Agreement are from [Grant/Contract/Cooperative Agreement No. _____] from [Name of Federal Agency] under CFDA#_____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. [optional] By mutual agreement of the parties, Article(s) [list applicable Articles] of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 are hereby amended to read:

[Insert text of revisions here]

H. [optional] State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the [Name of the campus of the University System participating in the project] and the State of New Hampshire, [Name of the department, agency or unit of the State] have executed this Project Agreement.

By An Authorized Official of: [Name of the University System campus]

Name:

Title:

Signature and Date:

By An Authorized Official of: [Name of the State department, agency or unit]

Name:

Title:

Signature and Date:

By An Authorized Official of the New Hampshire Office of the Attorney General
Name:

Title:

Signature and Date:

By An Authorized Official of the New Hampshire Governor & Executive Council
Name:

Title:

Signature and Date:

EXHIBIT A
(Proposal)

[Description of project activities to be undertaken during the period of the agreement, to include: (a) project title, (b) project period, (c) objectives, (d) scope of work, (e) schedule of reports or other deliverables, and (f) budget and invoicing instructions. If additional work beyond that specified in the present agreement is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included also.]

- A. Project Title:
- B. Project Period:
- C. Objectives:
- D. Scope of Work (Include description of specific tasks if appropriate.)
- E. Deliverables Schedule (Identify required reports, due dates and receiving party.)
- F. Budget and Invoicing Instructions (Include an approved project budget, reallocation restrictions [if any], a mutually agreeable payment schedule, and invoicing instructions.)

EXHIBIT B

[All applicable requirements, regulations, provisions, terms and conditions of the Federal (Contract/Grant/Cooperative Agreement) should be included in this Exhibit and be adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102) . References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.]