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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

March 27, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Agriculture, Markets & Food, Office of Commissioner (DAMF) to accept and expend grant funds from the Department of Health & Human Services, Division of Public Health Services (HHS) in the amount of \$20,000 for the purposes of funding Food Safety Modernization Act (FSMA) training and consultation services for On-Farm Readiness Teams budget effective upon Governor and Executive Council approval through June 30, 2019. **100% Agency Income.**

Funding to be budgeted in account, FSMA, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Food Safety Modernization Act - FSMA Account					
02-18-18-181010-38950000					
Class	Account	Description	FY 2018	FY 2019	TOTAL
009	401529	Agency Income	\$10,000	\$10,000	\$20,000
018	500106	Overtime	\$200	\$200	\$400
020	500200	Current Expenses	1,300	1,800	3,100
050	500109	Part time salaries	2,500	1,750	4,250
060	500601	Benefits	800	850	1,650
069	500567	Promotional - Marketing	1,500	2,200	3,700
070	500704	In-state Travel	700	1,200	1,900
080	500710	Out-of-state Travel	3,000	2,000	5,000
		Totals	\$10,000	\$10,000	\$20,000

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food, Office of Commissioner (DAMF) has been awarded grant funds from the Department of Health & Human Services, Division of Public Health Services (HHS); through a Memorandum of Understanding. These grant funds will be used to provide training and consultation services to HHS on-farm readiness teams to assist New Hampshire produce farms to comply with the Food Safety Modernization Act (FSMA), 21 C.F.R. part 112.

The funds from this MOU will be utilized as follows:

Object Class – 018 – Overtime \$200 / \$200. Funds to cover overtime of current staff as they will still need to maintain their current workload and complete this training/consultation above the workweek hours.

Object Class – 020 – Current Expenses \$1,300 / \$1,800. Funds to cover mailings, copies, printing, etc.

Object Class – 050 – Part Time Salaries \$2,500 / \$1,750. Funds to cover full and part time employee salaries to provide outreach and training.

Object Class – 060 – Benefits \$800 / \$850. Funds to cover FICA, taxes.

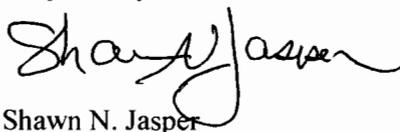
Object Class – 069 – Promotional \$1,500 / \$2,200. Funds to help cover costs of outreach training materials.

Object Class – 070 – In-state Travel \$700 / \$1,200. Mileage reimbursement for using state vehicle to travel to farms, businesses, etc necessary to perform the work.

Object Class – 080 – Out-of-state Travel \$3,000 / \$2,000. FSMA standards, rules and regulations training for DAMF staff to assist in training & consulting state produce farmers.

In the event that these funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Shawn N. Jasper
Commissioner

Training and Consultation Services



DEPARTMENT OF HEALTH & HUMAN SERVICES MEMORANDUM OF AGREEMENT

Between

Division of Public Health Services

And

Department of Agriculture, Markets and Food

MOA-2018-DPHS-03-TRAIN



1. GENERAL PROVISIONS

- 1.1. This Memorandum of Agreement (MOA) is between the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), 29 Hazen Drive, Concord, NH 03301 and the New Hampshire Department of Agriculture, Markets and Food (DAMF), 25 Capitol Street, Concord, NH 03301.
- 1.2. The purpose of this MOA is for DAMF to provide training and consultation services to the Division of Public Health Services' On-Farm Readiness Teams in preparation for the Readiness Teams to assist farms, growing and selling produce in New Hampshire, comply with the Food Safety Modernization Act (FSMA). DAMF On-Farm Readiness Team staff will be trained to conduct the On-Farm Readiness Assessments.
- 1.3. This MOA is effective from the date of Governor and Executive Council approval through June 30, 2019, with the opportunity to renew for up to two (2) additional years, pending satisfactory performance.

2. THE DEPARTMENT OF AGRICULTURE, MARKETS AND FOOD AGREES TO:

- 2.1. Assist DPHS in planning and communications with farms that fall within the parameters of the Food and Drug Administration (FDA) Produce Safety Rule (PSR).
- 2.2. Utilize prior knowledge of Good Agricultural Practices to advise and inform DPHS regarding related PSR implementation.
- 2.3. Attend planning meetings, workshops and trainings that enhance DAMF knowledge of the PSR and support increased collaboration between the two (2) agencies.
- 2.4. Communicate as needed with DPHS, the farm community and other interested parties to address questions related to PSR implementation.
- 2.5. Accompany DPHS on-site for outreach visits to applicable farms, in order to introduce the PSR or to begin the implementation process, with the understanding that the amount of time will not exceed what is being compensated for in the sub-award.
- 2.6. Provide a written monthly statement of funds utilized on a budget form provided by DPHS.

3. THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF PUBLIC HEALTH SERVICES AGREES TO:

- 3.1. Take the lead role in providing FDA Produce Safety Rule education and outreach to farmers growing and selling produce in New Hampshire for farms that fall within the parameters of the new Produce Safety Rule.
- 3.2. Take the lead role in ongoing management and implementation of the FDA PSR Cooperative Agreement, including annual reporting of progress, application development and submission, budget management, and program development.



- 3.3. Take the lead role in coordinating the grant application for State funding to conduct the inspections (Competition B), and developing and implementing the inspection and enforcement component of the FDA PSR program for New Hampshire.

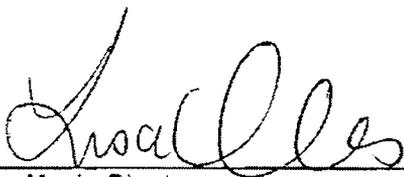
4. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DPHS AND DAMF:

- 4.1. The maximum amount of funds available for reimbursement under this Agreement from the DPHS shall not exceed \$10,000 for SFY 2018 and \$10,000 for SFY 2019. Funds are one hundred percent (100%) Federal Funds provided by the Food and Drug Administration. Neither DPHS nor the FDA shall be responsible for any expenses or costs incurred by the DAMF under this MOA in excess of the above amounts. Funds not used within the specified fiscal years cannot be carried forward without written approval from DPHS.
- 4.2. DPHS agrees to provide funding based on satisfactory delivery of services, availability of Federal Funds received for this program and agreement of the parties.
- 4.3. DPHS agrees to reimburse the Department of Agriculture, Markets and Food (DAMF) \$10,000 per State Fiscal Year for services provided under this MOA, contingent upon funding being made available from the FDA Cooperative Agreement to support DAMF staff participation in the PSR work and PSR related training and is inclusive of travel.
- 4.4. DAMF agrees to submit monthly invoices to DPHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
 - 4.4.1. Invoices shall be mailed or emailed to:

Division of Public Health Services
Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301
DPHSContractBilling@dhhs.nh.gov
- 4.5. DHHS agrees to pay DAMF within thirty (30) days of receipt of each approved invoice based on actual costs incurred by DAMF.
- 4.6. This MOA may be modified at any time by mutual written consent of both parties.
- 4.7. In the event of an early termination of this MOA for any other reason than the completion of services, the DAMF shall deliver to DPHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOA funds used up to and including the date of termination. In the event the services and/or prescribed outcomes described within this MOA are not met to the satisfaction of DPHS, the DPHS reserves the right to terminate this agreement. Such termination shall be submitted in writing to the DAMF and will require the DAMF to deliver a final Termination Report as described above.



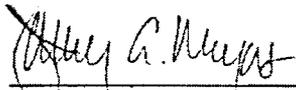
4.8. In the event that changes in either State or Federal funding, laws or regulations occur which render the performance of the activities set forth in this MOA illegal, void, impractical or impossible, DPHS shall immediately notify DAMF to cease related activities and shall terminate this MOA. The DPHS shall reimburse the DAMF for all activities that were performed under this agreement before the date of termination within thirty (30) days of receiving a completed billing form and activity summary.



Lisa Morris, Director
NH Division of Public Health Services

3/5/18

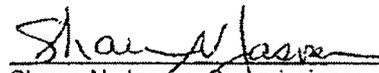
Date



Jeffrey A. Meyers, Commissioner
NH Department of Health and Human Services

3/7/18

Date



Shawn N. Jasper, Commissioner
Department of Agriculture, Markets and Food

2/26/2018

Date

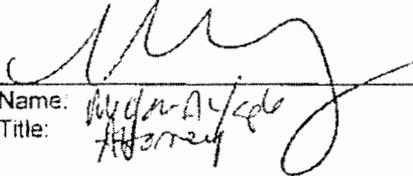
New Hampshire Department of Health and Human Services
Training and Consultation Services
MOA-2018-DPHS-03-TRAIN



The preceding Memorandum of Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/18
Date


Name: Michael A. Caputo
Title: Attorney

I hereby certify that the foregoing Memorandum of Agreement was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title