



Jeffrey A. Meyers  
Commissioner

Lisa Morris, MSSW  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-29644



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December 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Keene State College of the University System of New Hampshire (Vendor #177865), 229 Main Street, Keene, NH 03435, by increasing the price limitation by \$20,000 from \$397,200 to an amount not to exceed \$417,200 to provide physical activity consultation and to implement a statewide physical activity project focused on licensed child care programs, with no change to the completion date of June 30, 2018, effective upon the date of Governor and Executive Council approval. This agreement was originally approved by the Governor and Executive Council on March 13, 2015, item #11 and subsequently amended on June 24, 2015, item #56, amended again on March 9, 2016, item #19, and amended again on February 15, 2017 item #14. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2018, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE**

Fiscal Year	Class	Class Title	Activity Code	Current Modified Budget	Increase/ (Decrease) Amount	Revised Modified Budget
2015	102-500731	Contracts for Program Svcs	90017217	\$53,900	\$0	\$53,900
2015	102-500731	Contracts for Program Svcs	90017117	\$45,400	\$0	\$45,400
2016	102-500731	Contracts for Program Svcs	90017217	\$53,900	\$0	\$53,900
2016	102-500731	Contracts for Program Svcs	90017117	\$45,400	\$0	\$45,400
2017	102-500731	Contracts for Program Svcs	90017217	\$53,900	\$0	\$53,900
2017	102-500731	Contracts for Program Svcs	90017117	\$45,400	\$0	\$45,400
2018	102-500731	Contracts for Program Svcs	90017217	\$53,900	\$0	\$53,900
2018	102-500731	Contracts for Program Svcs	90017117	\$45,400	\$20,000	\$65,400
			<b>Totals</b>	<b>\$397,200</b>	<b>\$20,000</b>	<b>\$417,200</b>

**EXPLANATION**

These funds will be utilized by the Contractor to work with the Division of Public Health Services staff to identify and solicit interest from at least seven (7) licensed child care programs to participate in a statewide physical activity project. The Contractor will assist child care programs with completing two (2) physical activity self-assessments included in the Nutrition and Physical Activity Self-Assessment for Child Care (Go NAP SACC) program. Once the self-assessments are completed, Keene State College staff will work with staff from each child care program to address any weaknesses identified by the self-assessments and then work together to determine at least three (3) improvements each program can make to their physical activity policies and/or practices to provide additional physical activity time or improve the quality of the physical activity currently offered to children in their care.

In New Hampshire, more than 53,000 children under the age of six (6) are potentially in need of child care, as one or both parents are in the workforce. With children spending a large percentage of their day at their respective child care program, the child care setting represents an ideal opportunity to help children develop and practice age-appropriate physical activity and adopt physical activity habits that can last a lifetime.

The Contractor is successfully fulfilling and achieving the performance measures of the original contract with regards to Go NAP SACC. Keene State College has helped fifty nine (59) licensed child care programs complete NAP SACC self-assessments and have made one hundred eighty five (185) nutrition or physical activity improvements at their programs. These fifty nine (59) programs care for more than four thousand (4,000) children under the age of six (6).

Keene State College of the University System of New Hampshire was selected for this project through a competitive bid process.

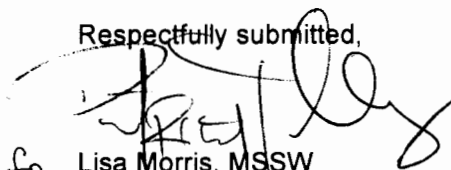
Should the Governor and Executive Council not authorize this request, licensed child care programs may not have access to the assistance required to complete the Go NAPP SACC Infant & Child Physical Activity and Outdoor Plan & Learning self-assessment tools and may not have the opportunity to assist in the development of physical activity practices and/or policies that children can sustain for years to come.

Area served: Statewide

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,

  
for Lisa Morris, MSSW  
Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**AMENDMENT #4 to**  
**COOPERATIVE PROJECT AGREEMENT**  
between the  
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**  
and the  
**Keene State College** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 3/13/15, item # 11, for the Project titled "**Healthy Eating and Sodium Reduction Project,**" Campus Project Director, **Dr. Karrie Kalich**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of \_\_\_\_\_ with the revised Project End Date of \_\_\_\_\_, and Exhibit A, article B is revised to replace the Project Period of \_\_\_\_\_ – \_\_\_\_\_ with \_\_\_\_\_ – \_\_\_\_\_.
- Article C. is amended to expand Exhibit A by including the proposal titled, "**Physical Activity Component of NAP SACC Program,**" dated **October 13, 2017**.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to increase funds in the amount of **\$20,000** and will read:  

Total State funds in the amount of **\$417,200** 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.
- Article F. is amended to change the cost share requirement and will read:  

Campus will cost-share \_\_\_\_\_ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:  

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **U58DP004821** from **the Catalog of Federal Domestic Assistance, Department of Health and Human Services, Centers for Disease Control and Prevention** under CFDA# **93.945**. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

**Article** is amended in its entirety to read as follows:

**Article** is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

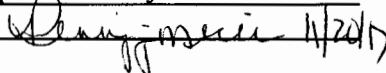
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #4** to the Cooperative Project Agreement.

**By An Authorized Official of:  
Keene State College**

Name: Penny J. Miceli, PhD, CRA

Title: Dir., Office of Sponsored Projects & Research

Signature and Date:  11/20/17

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

Name:  Me Gen A. York

Title: Attorney

Signature and Date: 

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

Name: Lisa Morris

Title: Dir., Division of Public Health Services

Signature and Date: 

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** Physical Activity Component of the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) Program
- B. Project Period:** Unchanged
- C. Objectives:** The contract was established to improve school and child care wellness with the Go NAP SACC model (Nutritional and Physical Activity Assessment for Child Care). Healthy Eating and Sodium Reduction is one facet of NAP SACC and physical activity is another facet of the Program. The Department is looking to expand the scope to include the physical activity component of NAP SACC.

Early Care and Education (ECE) settings are ideal for promoting physical activity due to a large proportion of young children spending the majority of their waking hours in childcare. Early childhood is an excellent time to build physical activity skills and establish life-long habits of physical activity, both of which are crucial to obesity prevention efforts.

**D. Scope of Work:**

The Contractor will work with Department staff to identify and subcontract with at least seven (7) licensed child care programs that will participate in the project and provide qualified staff to assist the Licensed Child Care Programs in completing two physical activity assessments included in the Nutrition and Physical Activity Self-Assessment for Child Care (Go NAP SACC) program.

The Go NAP SACC program is child care health consultation and training designed specifically for use in child care settings. The NAP SACC program promotes healthy weight development in preschool children by helping child care programs improve the amount and the quality of physical activity provided to children.

**E. Deliverables Schedule:**

- 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 and shall show current and cumulative expenses by major cost categories, billed separately by State Fiscal Year. State will pay Campus within thirty (30) days of receipt of each invoice. Campus will submit its final invoice not later than (sixty) 60 days after the Project Period end date. Carryforward of unexpended funds from one SFY to the next will require prior State approval.

1. Budget: See Exhibit A Item F-1 attached.

**Keene State College**  
**Physical Activity Component of the Go NAP SACC Program**  
**Exhibit A, Item F-1**

Budget Items	SFY 2017 Budget	SFY 2018 Budget	Total
1. Salaries & Wages		\$ 3,576	\$ 3,576
2. Employee Fringe Benefits		\$ 278	\$ 278
3. Travel			\$ -
4. Mini-grants for Childcare Centers		\$ 7,000	\$ 7,000
5. Consultant stipends		\$ 7,000	\$ 7,000
6. Facilities & Admin Costs		\$ 2,146	\$ 2,146
<b>Totals</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 20,000.00</b>

Campus Authorized Official *[Signature]*  
Date 11/27/17



Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
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December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to exercise a renewal option to an existing agreement with Keene State College (Vendor #177865-B002), 229 Main Street, Keene, NH 03435, for the provision of nutrition consultation and to implement a statewide Healthy Eating and Sodium Reduction project, by increasing the price limitation by \$99,300 from \$297,900 to \$397,200 and extending the contract completion date from June 30, 2017 to June 30, 2018. Governor and Executive Council approved the original agreement on March 13, 2015 (item #11) and amended on June 24, 2015 (item #56) and amended again on March 9, 2016 (item #19). 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2018 with the authority to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, COMBINED CHRONIC DISEASE PROGRAM.**

Fiscal Year	Class	Class Title	Activity Code	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
2015	102-500731	Contracts for Program Svcs	90017217	\$53,900	0	\$53,900
2015	102-500731	Contracts for Program Svcs	90017117	\$45,400	0	\$45,400
2016	102-500731	Contracts for Program Svcs	90017217	\$53,900	0	\$53,900
2016	102-500731	Contracts for Program Svcs	90017117	\$45,400	0	\$45,400
2017	102-500731	Contracts for Program Svcs	90017217	\$53,900		\$53,900
2017	102-500731	Contracts for Program Svcs	90017117	\$45,400		\$45,400
2018	102-500731	Contracts for Program Svcs	90017217		\$53,900	\$53,900
2018	102-500731	Contracts for Program Svcs	90017117		\$45,400	\$45,400
			<b>Total</b>	<b>\$297,900</b>	<b>\$99,300</b>	<b>\$397,200</b>

### EXPLANATION

The purpose of this amendment is to exercise the renewal option in the original contract and increase the number of licensed Child Care Programs and New Hampshire Public School Administrative Units improving local school wellness policies and the nutritional quality of foods and beverages served to children.

Funds in this agreement will be used for nutrition consultation and implementing a statewide Healthy Eating and Sodium Reduction pilot project for a total of 65 child care programs and New Hampshire Public School Administrative Units. This extended agreement term will allow an additional 15 child care programs and 10 New Hampshire Public School Administrative Units to complete nutrition and sodium reduction improvement projects.

In New Hampshire, approximately 47,000 children attend licensed child care programs. The potential for addressing childhood obesity in the child care setting is significant. Nationally 41% of preschool-aged children are in child care for 35 or more hours per week. The child care setting presents an ideal opportunity to help children develop and practice appropriate nutrition and physical activity behaviors. Compared to a control group, child care centers who have participated in the Nutrition and Physical Activity Self-Assessment for Child Care intervention are more likely to make significant changes in nutrition policies and practices. Preliminary data from a research study indicate that Nutrition and Physical Activity Self-Assessment for Child Care may also have a modest impact on behavior of children while in child care.

The original contract was competitively bid. There were two applications submitted. Keene State College was selected.

Should the Governor and Executive Council not authorize this request, the Child Care programs and New Hampshire Public School Administrative Unit may not have access to appropriate nutrition consultation necessary to implement a Healthy Eating and Sodium Reduced Diet which may have a significant impact on childhood obesity.

Area served: Statewide

Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Lisa Morris  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner



**AMENDMENT #3 to  
COOPERATIVE PROJECT AGREEMENT**  
between the  
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**  
and the  
**Keene State College** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 3/13/15, item # 11, for the Project titled "**Healthy Eating and Sodium Reduction Project**," Campus Project Director, **Dr. Karrie Kalich**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend the Project Agreement and Project Period end date, and provide additional funding from the State.

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of **June 30, 2016** with the revised Project End Date of **June 30, 2018**, and Exhibit A, article B is revised to replace the Project Period of **March 13, 2015 – June 30, 2016** with **March 13, 2015 – June 30, 2018**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " \_\_\_\_\_ ," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to add funds in the amount of **\$99,300** and will read:

Total State funds in the amount of **\$397,200** 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.

- Article F. is amended to change the cost share requirement and will read:

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

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **US8DP004821** from **the Catalog of Federal Domestic Assistance, Department of Health and Human Services, Centers for Disease Control and Prevention** under CFDA# **93.757**. 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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

**Article** \_\_\_\_\_ is amended in its entirety to read as follows:

**Article** \_\_\_\_\_ is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #3** to the Cooperative Project Agreement.

**By An Authorized Official of:**

**Keene State College**

Name: Penny J. Miceli, PhD, CRA

Title: Director, Office of Sponsored Projects & Research

Signature and Date: *Penny J. Miceli* 1/5/17

**By An Authorized Official of:**

**Department of Health and Human Services**

Name: Lisa Morris

Title: Director

Signature and Date: *Lisa Morris* 1/3/17

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

Office of the Attorney General

Name: *William A. G. ...*

Title: *Attorney General*

Signature and Date: *[Signature]* 1/31/17

**By An Authorized Official of:** the New

Hampshire Governor & Executive Council

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**EXHIBIT A**

**A. Project Title:** (Unchanged)

**B. Project Period:** is amended to read: March 13, 2015 through June 30, 2018

**C. Objectives:** (Unchanged)

**D. Scope of Work:** (Unchanged)

**E. Deliverables Schedule:** Unchanged

**F. Budget and Invoicing Instructions:**

Delete section 1) and replace with:

1) Funding Sources:

a. \$397,200 – 100% federal funds from the Centers for Disease Control and Prevention, CDGA #93.757, Federal Award Identification Number (FAIN) U58DP004821, SFY 2018

Delete section 2) and replace with:

2) The State shall pay the Campus an amount not to exceed \$397,200 for the services provided By the Campus pursuant to Exhibit A.

# University System of New Hampshire

**University System of New Hampshire**  
**Delegation of Signature Authority**  
**to Keene State College**

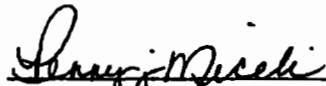
I, Catherine A. Provencher, Vice Chancellor for Finance and Treasurer of the University System of New Hampshire (USNH), acting pursuant to the by-laws of USNH as amended by the USNH Board of Trustees on March 8, 2000, do hereby delegate to the following officer of Keene State College (KSC):

Director of Sponsored Projects & Research

the authority to execute on behalf of KSC all agreements, contracts, and other legal documents related to the provision of research or consulting services, or other sponsored programs with any of the several agencies of the government of the State of New Hampshire provided that such authority shall be exercised in compliance with applicable USNH and KSC policies, including those related to conflict of interest, insurance, additional pay, and competitive bidding, and in a manner consistent with the roles and responsibilities of the office as established by KSC.

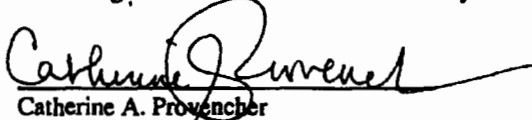
The named officer may not re-delegate this authority.

I certify that Penny J. Miceli has been appointed to and now occupies the office of the Director of Sponsored Projects & Research, Keene State College, and that her signature below is a true and accurate representation of this official signature as executed for the purposes described herein:



Penny J. Miceli  
Director of Sponsored Projects & Research

This delegation shall take effect immediately and shall remain in effect until revoked.



Catherine A. Provencher  
Vice Chancellor for Finance & Treasurer  
University System of New Hampshire

12/19/16  
\_\_\_\_\_  
Date

cc: General Counsel and Secretary, USNH



Jeffrey A. Meyers  
Acting Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
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19 *DM*  
FEB 17 2016

January 11, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option to an existing agreement with Keene State College (Vendor #177865-B002), 229 Main Street, Keene, NH 03435-1504, for the provision of nutrition consultation and to implement a statewide Healthy Eating and Sodium Reduction project, by increasing the price limitation by \$99,300 from \$198,600 to \$297,900, and extending the contract completion date from June 30, 2016 to June 30, 2017 effective July 1, 2016. Governor and Executive Council approved the original agreement on March 13, 2015 (item #11) and amended on June 24, 2015 (item #56). 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2016 and anticipated to be available in State Fiscal Year 2017 with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, COMBINED CHRONIC DISEASE PROGRAM.**

Fiscal Year	Class	Class Title	Activity Code	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
2015	102-500731	Contracts for Program Svcs	90017217	\$53,900	0	\$53,900
2015	102-500731	Contracts for Program Svcs	90017117	\$45,400	0	\$45,400
2016	102-500731	Contracts for Program Svcs	90017217	\$53,900	0	\$53,900
2016	102-500731	Contracts for Program Svcs	90017117	\$45,400	0	\$45,400
2017	102-500731	Contracts for Program Svcs	90017217	0	\$53,900	\$53,900
2017	102-500731	Contracts for Program Svcs	90017117	0	\$45,400	\$45,400
			<b>Total</b>	\$198,600	\$99,300	\$297,900

**EXPLANATION**

The purpose of this amendment is to exercise the renewal option in the original contract and increase the number of licensed Child Care Programs and New Hampshire Public School Administrative Units improving local school wellness policies and the nutritional quality of foods and beverages served to children.

Funds in this agreement will be used for nutrition consultation and implementing a statewide Healthy Eating and Sodium Reduction pilot project for a total of 65 child care programs and New Hampshire Public School Administrative Units. This extended agreement term will allow an additional 15 child care programs and 10 New Hampshire Public School Administrative Units to complete nutrition and sodium reduction improvement projects.

In New Hampshire, approximately 47,000 children attend licensed child care programs. The potential for addressing childhood obesity in the child care setting is significant. Nationally 41% of preschool-aged children are in child care for 35 or more hours per week. The child care setting presents an ideal opportunity to help children develop and practice appropriate nutrition and physical activity behaviors. Compared to a control group, child care centers who have participated in the Nutrition and Physical Activity Self-Assessment for Child Care intervention are more likely to make significant changes in nutrition policies and practices. Preliminary data from a research study indicate that Nutrition and Physical Activity Self-Assessment for Child Care may also have a modest impact on behavior of children while in child care.

The original contract was competitively bid. There were two applications submitted. Keene State College was selected.

Should the Governor and Executive Council not authorize this request, the Child Care programs and New Hampshire Public School Administrative Unit may not have access to appropriate nutrition consultation necessary to implement a Healthy Eating and Sodium Reduced Diet which may have a significant impact on childhood obesity.

Area served: Statewide

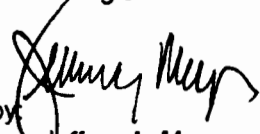
Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:   
Jeffrey A. Meyers  
Acting Commissioner

**AMENDMENT #2 to  
COOPERATIVE PROJECT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Department of Health and Human Services**  
and the  
**Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 3/13/15, item # 11, for the Project titled "**Healthy Eating and Sodium Reduction Project**," Campus Project Director, **Dr. Karrie Kalich**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend the Project Agreement and Project Period end date, and provide additional funding from the State.

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of **June 30, 2016** with the revised Project End Date of **June 30, 2017**, and Exhibit A, article B is revised to replace the Project Period of **March 13, 2015 – June 30, 2016** with **March 13, 2015 – June 30, 2017**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " \_\_\_\_\_ ," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to add funds in the amount of **\$99,300** and will read:

Total State funds in the amount of **\$297,900** 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.

- Article F. is amended to change the cost share requirement and will read:

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

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **U58DP004821** from **the Catalog of Federal Domestic Assistance, Department of Health and Human Services, Centers for Disease Control and Prevention** under CFDA# **93.757**. 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 **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article \_\_\_\_\_ is amended in its entirety to read as follows:

Article \_\_\_\_\_ is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

By An Authorized Official of:  
**Keene State College**  
 Name: Dr. Daniel Petree  
 Title: Interim Vice President for Finance and Planning  
 Signature and Date: [Signature] 1/4/16

By An Authorized Official of:  
**Department of Health and Human Services**  
 Name: Brook Dupee  
 Title: Bureau Chief  
 Signature and Date: [Signature] 1/19/16

By An Authorized Official of: the New Hampshire  
 Office of the Attorney General  
 Name: Megan A. Yape  
 Title: Attorney  
 Signature and Date: [Signature] 2/12/14

By An Authorized Official of: the New  
 Hampshire Governor & Executive Council  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature and Date: \_\_\_\_\_



## EXHIBIT A

**A. Project Title:** (Unchanged)

**B. Project Period:** is amended to read: March 13, 2015 through June 30, 2017

**C. Objectives:** (Unchanged)

**D. Scope of Work:** Section 1. Required Services The Campus shall

delete section 1.2 and replace with:

1.2. Identify and obtain commitments in participating in this project from at least forty-five (45) licensed child care programs.

delete section 1.2.2. and replace with:

1.2.2. Identify, recruit, and engage with at least 45 licensed child care programs, that each have an average enrollment of 50 or more children ages birth to five, that are willing to complete the nutrition components of the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) process.

delete section 3.1 and replace with:

3.1. Identify, recruit, and obtain a commitment from at least 45 licensed child care programs, that each have an average enrollment of 50 or more children ages birth to five, that are willing to complete the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) process by May 8, 2017.

delete section 3.2. and replace with:

3.2. Assist the selected child care programs in the creation and implementation of a plan for improving nutrition and reducing sodium in their program by June 30, 2017.

delete section 3.3. and replace with:

3.3. Work with Department staff to identify and obtain a commitment from at least ten (10) SAUs to assess their current school wellness policies specific to the areas of nutrition and sodium reduction by May 15, 2017.

a. Identified SAUs must be currently working with the New Hampshire Department of Education and the University of New Hampshire Cooperative Extension to apply for the Healthier US School Challenge awards of distinction;

b. Preference will be given to SAUs that oversee at least one school that has a Free and Reduced Lunch rate of 50% or greater.

delete section 3.4. and replace with:

3.4. Assist the selected SAUs in the creation and implementation of a plan for improving nutrition and reducing sodium in their school wellness policy by June 30, 2017.

**E. Deliverables Schedule:** Unchanged

**F. Budget and Invoicing Instructions:**

delete section 1) and replace with:

1) Funding Sources:

a. \$297,900 = 100% federal funds from the Centers for Disease Control and Prevention, CDFA #93.757, Federal Award Identification Number (FAIN), U58DP004821, SFY 2017

delete section 2) and replace with:

2) The State shall pay the Campus an amount not to exceed \$297,900 for the services provided by the Campus pursuant to Exhibit A.



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4628 1-800-852-3345 Ext. 4628  
Fax: 603-271-4160 TDD Access: 1-800-735-2964



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June 3, 2015

6/24/15 #56

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and enter into an amendment to an existing agreement with Keene State College (Vendor # 177865-B002), 229 Main Street, Keene New Hampshire, 03435-1504, for the provision of nutrition consultation and to implement a statewide Healthy Eating and Sodium Reduction pilot project, by increasing the price limitation by \$99,300 from \$99,300 to \$198,600, and extending the contract end date from June 30, 2015, to June 30, 2016 effective June 30, 2015 or date of Governor and Council approval whichever is later. Governor and Executive Council approved the original agreement March 13, 2015 (item #11). 100% Federal Funds.

Funds to support this request are available in the following account for SFY 2016, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, COMBINED CHRONIC DISEASE PROGRAM.

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svs	90017217	\$53,900	0	\$53,900
SFY 2015	102-500731	Contracts for Prog Svs	90017117	\$45,400	0	\$45,400
SFY 2016	102-500731	Contracts for Prog Svs	90017217	0	\$53,900	\$53,900
SFY 2016	102-500731	Contracts for Prog Svs	90017117	0	\$45,400	\$45,400
			<b>Total</b>	<b>\$99,300</b>	<b>\$99,300</b>	<b>\$198,600</b>

### EXPLANATION

The purpose of this amendment is to exercise the renewal option in the original contract and increase the number of licensed Child Care Programs and New Hampshire Public School Administrative Units improving local school wellness policies and the nutritional quality of foods and beverages served to children.

Funds in this agreement will be used for nutrition consultation and implementing a statewide Healthy Eating and Sodium Reduction pilot project for a total of 50 child care programs and New Hampshire Public School Administrative Units. This extended agreement term will allow an additional 15 child care programs and 10 New Hampshire Public School Administrative Units to complete nutrition and sodium reduction improvement projects.

In New Hampshire, approximately 47,000 children attend licensed child care programs. The potential for addressing childhood obesity in the child care setting is significant. Nationally 41% of preschool-aged children are in child care for 35 or more hours per week<sup>1</sup>. The child care setting presents an ideal opportunity to help children develop and practice appropriate nutrition and physical activity behaviors. Compared to a control group, child care centers who have participated in the Nutrition and Physical Activity Self-Assessment for Child Care intervention are more likely to make significant changes in nutrition policies and practices. Preliminary data from a research study indicate that Nutrition and Physical Activity Self-Assessment for Child Care may also have a modest impact on behavior of children while in child care.<sup>2</sup>

Schools play a critical role in promoting student health, preventing childhood obesity, and combating problems associated with poor nutrition and physical inactivity. In 2004, Congress passed the Child Nutrition and Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Reauthorization Act (Sec. 204 of Public Law 108-205). This act required by law that all school districts participating in the National School Lunch Program or other child nutrition programs create local school wellness policies by School Year 2006. The legislation places the responsibility of developing a wellness policy at the local level so the individual needs of each school district can be addressed.

The original contract was competitively bid. On November 10, 2014 the Department issued a Request for Application to solicit applications to provide nutrition consultation and implement a statewide Healthy Eating and Sodium Reduction pilot project. The request for applications was available on the Department of Health and Human Services' web site from November 10, 2014 through November 21, 2014. In addition an email was sent to 29 New Hampshire non-profit organizations notifying them that a Request for Application was posted. There were two applications submitted. Keene State College was selected. The bid summary is attached.

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<sup>1</sup> Capizzano J, Adams G. The hours that children under 5 spend in child care: variation across states. Washington (DC): The Urban Institute; 2000. Report No. B-8. <http://www.urban.org/url.cfm?ID=309439>.

<sup>2</sup> Benjamin SE, Ammerman A, Sommers J, Dodds J, Neelon B, Ward DS. Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) Results from a Pilot Program. *J Nutr Edu Behav* 2007;39:142-149

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 3, 2015  
Page 3

Should Governor and Council not authorize this request, the Child Care programs and New Hampshire Public School Administrative Unit are not likely to have the capacity to assess current nutrition and sodium reduction policies and then improve the nutritional quality of foods and beverages served to children.

As referenced in the original letter approved by Governor and Executive Council on March 13, 2015, item #11, and in Exhibit A, Paragraph F, "Extension", of the Contract, this competitively procured Agreement has the option to renew for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is exercising one (1) year of the three (3) year option to renew. These services were contracted previously with this vendor in SFY 2015, in the amount of \$99,300.

Keene State College will continue to utilize the following performance measures, as written in the original agreement, to measure the effectiveness of the amended agreement. Keene State College is on schedule to complete all objectives required in the scope of the original agreement.

The following performance measures will be used to measure the effectiveness of the agreement:

- 100% of the selected child care programs will adopt at least one new nutrition policy or practice that improves the healthy eating environment at their program.
- 100% of the selected child care programs will adopt at least one new nutrition policy or practice that specifically addresses reducing sodium in the foods available to the children at their program.
- 100% of the selected New Hampshire Public School Administrative Units will improve or add at least one nutrition component to their current local school wellness policy that will improve the healthy eating environment, outside of the federal school lunch program, at their New Hampshire Public School Administrative Units.
- 100% of the selected New Hampshire Public School Administrative Units will improve or add at least one nutrition component to their current local school wellness policy that specifically addresses reducing the amount of sodium in foods/beverages available to students, outside of the federal school lunch program, at their New Hampshire Public School Administrative Units.

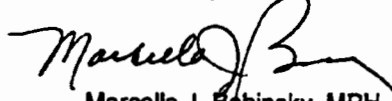
Geographic area to be served: statewide.

Source of Funds: 100% Federal funds from the Centers for Disease Control and Prevention.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 3, 2015  
Page 4

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

Respectfully submitted,

  
Marcella J. Bobinsky, MPH  
Acting Director

Approved by:   
Nicholas A. Toumpas  
Commissioner

**AMENDMENT #1 to  
COOPERATIVE PROJECT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Department of Health and Human Services**  
and the  
**Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 3/13/15, item # 11, for the Project titled "Healthy Eating and Sodium Reduction Project," Campus Project Director, Dr. Karrie Kalich, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend the Project Agreement, project Period end date, and provide additional funding from the State.

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A. is revised to replace the State Department name of xxx with xxx and/or USNH campus from xxx to xxx.
- Article B. is revised to replace the Project End Date of June 30, 2015 with the revised Project End Date of June 30, 2016, and Exhibit A, article B is revised to replace the Project Period of March 13, 2015 – June 30, 2015 with March 13, 2015 – June 30, 2016.
- Article C. is amended to expand Exhibit A by including the proposal titled, "xxx," dated xxx.
- Article D. is amended to change the State Project Administrator to xxx and/or the Campus Project Administrator to xxx.
- Article E. is amended to change the State Project Director to xxx and/or the Campus Project Director to xxx.
- Article F. is amended to add funds in the amount of \$99,300 and will read:

Total State funds in the amount of \$198,600 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share xxx% of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. U58DP004821 from the Catalog of Federal Domestic Assistance, Department of Health and Human Services, Centers for Disease Control and Prevention under CFDA# 93.757. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) xxx of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article xxx is amended in its entirety to read as follows: xxx  
Article xxx is amended in its entirety to read as follows: xxx

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement.

By An Authorized Official of:

Keene State College

Name: Dr. Jay Kahn

Title: Vice President for Finance and Planning

Signature and Date:  6/4/15

By An Authorized Official of:

Department of Health and Human Svcs

Name: Brook Dupee

Title: Bureau Chief

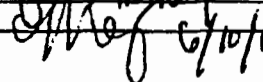
Signature and Date:  6/10/15

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: Megan A. Yopl

Title: Attorney General

Signature and Date:  6/10/15

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

Name:

Title:

Signature and Date:

## EXHIBIT A

A. **Project Title:** (Unchanged)

B. **Project Period:** is amended to read: March 13, 2015 through June 30, 2016

C. **Objectives:** (Unchanged)

D. **Scope of Work:**

**Section 1. Required Services** The Campus shall

delete section 1.2 and replace with:

1.2. Identify and obtain commitments in participating in this project from at least thirty (30) licensed child care programs.

delete section 1.2.2. and replace with:

1.2.2. Identify, recruit, and engage with at least 30 licensed child care programs, that each have an enrollment of 50 or more children ages birth to five, that are willing to complete the nutrition components of the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) process.

delete section 1.3 and replace with:

1.3. Identify and solicit commitments in participating in the Project from at least twenty (20) New Hampshire Public School Administrative Units (SAUs) to assess their current local school wellness policies specific to the areas of nutrition and sodium reduction. The identified SAUs will self-identify areas where they can improve nutritional quality and reduce sodium content in foods available to students outside of the federal school lunch program.

**Section 3. Anticipated Outcomes**

add section 3.5:

3.5. Identify, recruit, and obtain a commitment from at least fifteen (15) additional licensed child care programs defined in 3.1. above, that each have an enrollment of 50 or more children ages birth to five, that are willing to complete the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) process by May 6, 2016.

add section 3.6:

3.6. Assist the additional 15 selected child care programs in the creation and implementation of a plan for improving nutrition and reducing sodium in their program by June 30, 2016.

add section 3.7:

3.7. Work with Department staff to identify and obtain a commitment from at least ten (10) additional SAUs defined in 3.2. above, to assess their current school wellness policies specific to the areas of nutrition and sodium reduction.

a. Each of the 10 additional identified SAUs must be currently working with the New Hampshire Department of Education and the University of New Hampshire Cooperative Extension to apply for the Healthier US School Challenge awards of distinction;

b. Preference will be given to SAUs that oversee at least one school that has a Free and Reduced Lunch rate of 50% or greater by May 13, 2016.

add section 3.8:

3.8. Assist the additional 10 selected SAUs in the creation and implementation of a plan for improving nutrition and reducing sodium in their school wellness policy by June 30, 2016



**E. Deliverables Schedule: (Unchanged)**

**F. Budget and Invoicing Instructions:**

delete section 1) and replace with:

1) Funding Sources:

- a. \$198,600 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.757, Federal Award Identification Number (FAIN), U58DP004821, SFY 2015 and SFY 2016.

\$198,600 Total

delete section 2) and replace with:

- 2) The State shall pay the Campus an amount not to exceed \$198,000 for the services provided by the Campus pursuant to Exhibit A.

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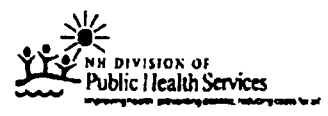
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4628 1-800-852-3345 Ext. 4628  
Fax: 603-271-4160 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

February 6, 2015

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

**G&C Approved**

Date March 13, 2015  
Item # 11

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Healthy Eating and Physical Activity Section, Combined Chronic Disease Program, to enter into an agreement with Keene State College, 229 Main Street, Keene (Vendor # 177865-B002), New Hampshire, 03435-1504 in an amount not to exceed \$99,300 to provide nutrition consultation and implement a statewide Healthy Eating and Sodium Reduction pilot project, to be effective date of Governor and Council approval through June 30, 2015. 100% Federal Funds.

Funds are available in the following account for SFY 2015, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, COMBINED CHRONIC DISEASE PROGRAM.

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svs	90017217	\$53,900
SFY 2015	102-500731	Contracts for Prog Svs	90017117	\$45,400
			Total	\$99,300

**EXPLANATION**

Funds in this agreement will be used to provide nutrition consultation and implement a sodium reduction pilot project focused upon two populations: 1) Licensed Child Care Programs; and 2) New Hampshire Public School Administrative Units (SAU).

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 6, 2015  
Page 2

In New Hampshire, approximately 47,000 children attend licensed child care programs. The potential for addressing childhood obesity in the child care setting is significant. Nationally 41% of preschool-aged children are in child care for 35 or more hours per week<sup>1</sup>. The child care setting presents an ideal opportunity to help children develop and practice appropriate nutrition and physical activity behaviors. Compared to a control group, child care centers who have participated in the Nutrition and Physical Activity Self-Assessment for Child Care intervention are more likely to make significant changes in nutrition policies and practices. Preliminary data from a research study indicate that Nutrition and Physical Activity Self-Assessment for Child Care may also have a modest impact on behavior of children while in child care.<sup>2</sup>

Schools play a critical role in promoting student health, preventing childhood obesity, and combating problems associated with poor nutrition and physical inactivity. In 2004, Congress passed the Child Nutrition and Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Reauthorization Act (Sec. 204 of Public Law 108-205). This act required by law that all school districts participating in the National School Lunch Program or other child nutrition programs create local school wellness policies by School Year 2006. The legislation places the responsibility of developing a wellness policy at the local level so the individual needs of each school district can be addressed.

Should Governor and Council not authorize this request, improvements to nutrition practices in child care policies and in school wellness policies would not be made. Young children would not be exposed to healthy nutritious foods early in life and have a higher risk of becoming obese later in life.

Keene State College was selected for this project through a competitive bid process. A Request for Application was posted on the Department of Health and Human Services' web site from November 10, 2014 through November 21, 2014. In addition an email was sent to 29 New Hampshire non-profit organizations notifying them that a Request for Application was posted. These 29 organizations are located throughout the state and have an organizational focus around nutrition, consultation, and/or healthy eating.

Two applications were received in response to the Request for Application. Three reviewers, one who works internal and two who work external to the Department reviewed the proposals. The reviewers represent a seasoned public health advisor, a NH Department of Education administrator, and a young child wellness advisor who have from five to ten years' experience in public health. Each reviewer was selected for the specific skill set they possess and for their experience in their respective fields. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made through consensus scoring. The Score Summary is attached.

As referenced in the Request for Application and in the Master Agreement for Cooperative Projects between the State of New Hampshire and Keene State College, this Agreement has the option to extend for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

The following performance measures will be used to measure the effectiveness of the agreement:

<sup>1</sup> Capizzano J, Adams G. The hours that children under 5 spend in child care: variation across states. Washington (DC): The Urban Institute; 2000. Report No. B-8. <http://www.urban.org/url.cfm?ID=309439>.

<sup>2</sup> Benjamin SE, Ammerman A, Sommers J, Dodds J, Neelon B, Ward DS. Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) Results from a Pilot Program. *J Nutr Edu Behav* 2007;39:142-149

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 6, 2015  
Page 3

- 100% of the selected child care programs will adopt at least one new nutrition policy or practice that improves the healthy eating environment at their program.
- 100% of the selected child care programs will adopt at least one new nutrition policy or practice that specifically addresses reducing sodium in the foods available to the children at their program.
- 100% of the selected SAUs will improve or add at least one nutrition component to their current local school wellness policy that will improve the healthy eating environment, outside of the federal school lunch program, at their SAU.
- 100% of the selected SAUs will improve or add at least one nutrition component to their current local school wellness policy that specifically addresses reducing the amount of sodium in foods/beverages available to students, outside of the federal school lunch program, at their SAU.

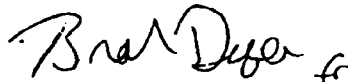
The geographic area to be served is statewide.

Source of Funds: 100% Federal funds from the Centers for Disease Control and Prevention.

Area Served: Statewide.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
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**

**Healthy Eating and Reducing Sodium Project**

**RFA Name**

**15-DHHS-DPHS-BPHCS-RFA-11**

**RFA Number**

**Reviewer Names**

1. Scot Foster, Health Promotion Advisor

**Bidder Name**

1. Community Health Institute/JSI (CHI)

2. Keene State College



2. Cherl White, Administrator, Dept of Education

3. Elizabeth Lawrence, Young Child Wellness Advisor

**COOPERATIVE PROJECT AGREEMENT**

between the

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

and the

**Keene State College 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 Keene State College, (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 6/30/15. 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: Healthy Eating and Sodium Reduction Project**

- 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: Patricia M Tilley  
Address: NH DHHS DPHS  
Obesity Prevention Program  
29 Hazen Drive  
Concord, NH 03301-6503

Phone: 603-271-4526

**Campus Project Administrator**

Name: Dr. Penny Miceli  
Address: Keene State College  
229 Main Street  
Keene, NH 03435-2903

Phone: 603-385-2427

- 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: Scot J Foster  
Address: NH DHHS DPHS  
Obesity Prevention Program  
29 Hazen Drive  
Concord, NH 03301-6503

Phone: 603-271-4628

**Campus Project Director**

Name: Dr. Karrie Kalich  
Address: Keene State College  
229 Main Street  
Keene, NH 03435-2903

Phone: 603-358-2885

F. Total State funds in the amount of \$99,300 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. U58DP004821 from the Catalog of Federal Domestic Assistance, Department of Health and Human Services, Centers for Disease Control and Prevention under CFDA# 93.757. 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

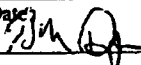
Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

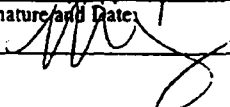
H.  State has chosen not to take possession of equipment purchased under this Project Agreement.  
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. 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 Keene State College and the State of New Hampshire, Department of Health and Human Services have executed this Project Agreement.

By An Authorized Official of:  
Keene State College  
Name: Dr. Jay Kahn  
Title: Vice President for Finance and Planning  
Signature and Date:  2/3/15

By An Authorized Official of:  
Department of Health and Human Svcs  
Name: Brook Dupee  
Title: Bureau Chief  
Signature and Date:  2/11/15

By An Authorized Official of: the New  
Hampshire Office of the Attorney General  
Name: Megan Krole  
Title: Attorney  
Signature and Date:  2/23/15

By An Authorized Official of: the New  
Hampshire Governor & Executive Council  
Name:  
Title:  
Signature and Date:

Campus Authorized Official   
Date 2/3/15

## EXHIBIT A

- A. Project Title:** Healthy Eating and Sodium Reduction Project
- B. Project Period:** Date of Governor and Council Approval through June 30, 2015
- C. Objectives:**
1. Provide nutrition and sodium reduction consultation to licensed Child Care Programs and NH Public School Administration Units.
  2. Improve the nutritional quality of food and beverages served to children in child care programs and improve nutrition components of local school wellness policies.
- D. Scope of Work:**
1. Required Services  
The Campus shall
    - 1.1. Submit a detailed description of the language assistance services they will provide to persons with limited English Proficiency to ensure meaningful access to their programs and/or services.
    - 1.2. Identify and obtain commitments in participating in this project from at least fifteen (15) licensed child care programs.
      - 1.2.1. Assist the child care programs in completing the nutrition components of the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) program.
      - 1.2.2. Identify, recruit, and engage with at least 15 licensed child care programs, that each have an enrollment of 50 or more children ages birth to five, that are willing to complete the nutrition components of the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) process.
      - 1.2.3. Provide qualified staff to work with and otherwise assist each child care program identified above to complete the nutrition components of the NAP SACC process as well as an additional sodium reduction assessment tool.
      - 1.2.4. Seek approval from the Department's Project Director for each proposed child care program selection.
      - 1.2.5. Assist the selected child care programs in the creation and implementation of a plan for improving nutrition and reducing sodium in their program.
      - 1.2.6. Provide mini grants of up to \$1,000 to participating child care programs who have demonstrated successful implementation of their plans. Mini grants must be approved by the Project Director prior to being issued.



- 1.2.7. Assist the child care programs with future plans and strategies for improving and expanding the NAP SACC program.
- 1.2.8. Provide NAP SACC guidance including basic training to staff as needed relative to healthy eating and reducing sodium in the diet.
- 1.2.9. Answer staff questions and assist with problem solving.
- 1.3. Identify and solicit commitments in participating in the Project from at least ten (10) New Hampshire Public School Administrative Units (SAUs) to assess their current local school wellness policies specific to the areas of nutrition and sodium reduction. The identified SAUs will self-identify areas where they can improve nutritional quality and reduce sodium content in foods available to students outside of the federal school lunch program.
  - 1.3.1. Assist SAUs to self-assess current school wellness policies specific to the areas of nutrition and sodium reduction.
  - 1.3.2. Provide qualified staff to work with and otherwise assist each SAU identified above to complete the wellness review, and then create and implement a plan for improving nutrition and reducing sodium in their school wellness policy.
  - 1.3.3. Assist the SAUs with future plans and strategies for improving nutrition and sodium reduction within school wellness policies.
  - 1.3.4. Seek approval from the Department's Project Director for each proposed SAU selection.
  - 1.3.5. Provide mini grants of up to \$1,500 to participating SAUs who have demonstrated successful implementation of their plans. Mini grants must be approved by the Project Director prior to being issued.
  - 1.3.6. Answer staff questions and assist with problem solving.
  - 1.3.7. Provide guidance including training to school wellness committees as needed relative to healthy eating and reducing sodium in school settings.

**E. Deliverables Schedule:**

**1. Compliance Requirements**

- 1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

## 2. Reporting Requirements

- 2.1. Submit a final reporting form, to be provided by the Project Administrator, for each child care program that receives consultation as a result of this project.
- 2.2. Submit a final reporting form, to be provided by the Project Administrator, for each SAU that receives consultation as a result of this project.

## 3. Anticipated Outcomes

- 3.1. Identify, recruit, and obtain a commitment from at least 15 licensed child care programs, that each have an enrollment of 50 or more children ages birth to five, that are willing to complete the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) process by May 8, 2015.
- 3.2. Assist the selected child care programs in the creation and implementation of a plan for improving nutrition and reducing sodium in their program by June 30, 2015.
- 3.3. Work with Department staff to identify and obtain a commitment from at least ten (10) SAUs to assess their current school wellness policies specific to the areas of nutrition and sodium reduction by May 15, 2015.
  - a. Identified SAUs must be currently working with the New Hampshire Department of Education and the University of New Hampshire Cooperative Extension to apply for the HealthierUS School Challenge awards of distinction;
  - b. Preference will be given to SAUs that oversee at least one school that has a Free and Reduced Lunch rate of 50% or greater.
- 3.4. Assist the selected SAUs in the creation and implementation of a plan for improving nutrition and reducing sodium in their school wellness policy by June 30, 2015.

## 4. Performance Indicators/Measures

- 4.1. 100% of the participating child care programs will adopt a minimum of one new nutrition policy or practice that improves the healthy eating environment at their program.
  - 4.2. 100% of the participating child care programs will adopt a minimum of one new nutrition policy or practice that specifically addresses reducing sodium in the foods available to the children at their program.
  - 4.3. 100% of the participating SAUs will add at least one nutrition component to their current local school wellness policy that will improve the healthy eating environment, outside of the federal school lunch program, at their SAU.
  - 4.4. 100% of the participating SAUs will add at least one nutrition component to their current local school wellness policy that specifically addresses reducing the amount of sodium in foods/beverages available to students, outside of the federal school lunch program, at their SAU.
- F. Budget and Invoicing Instructions:** The Campus will submit invoices to the State monthly on actual costs incurred during the previous month in accordance with the budget provided in # 3 and 4 below.

## Invoicing Instructions

### 1) Funding Sources:

- a. \$99,300 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.757, Federal Award Identification Number (FAIN), U58DP004821, SFY 2015.

\$99,300 Total

- 2) The State shall pay the Campus an amount not to exceed \$99,300 for the services provided by the Campus pursuant to Exhibit A.

- a. Payment for said services shall be made as follows:

The Campus will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Campus within thirty (30) days of receipt of each invoice for Campus services provided pursuant to this Agreement. The final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

- b. The invoice must be submitted to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: DPHScontractbilling@dhhs.state.nh.us

- 3) The Campus agrees to provide up to seven hundred seventy-eight (778) hours of service at a rate of \$50.00 per hour and provide mini grants of up to \$1,000 each, not to exceed \$15,000, to participating child care programs, for a maximum total contract value of \$53,900 per year.
- 4) The Campus agrees to provide up to six hundred and eight (608) hours of service at a rate of \$50.00 per hour and provide mini grants of up to \$1,000 each, not to exceed \$15,000, to participating SAUs, for a maximum total contract value of \$45,400 per year.
- 5) This is a cost-reimbursement contract. Reimbursement shall be made monthly based on actual costs incurred during the previous month. Funds available per State Fiscal Year (SFY), must be expended within that SFY term unless a carryforward request of unexpended funds is made to, and approved by, the NH DHHS.
- 6) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Campus to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Campus will keep detailed records of their activities related to DHHS-funded programs and services.
- 7) The Campus is accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Campus' current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

8) The Campus shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

G. Extension:

This agreement has the option for a potential extension of up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

H. Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance. See attached Exhibit J

**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



**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:

2/3/15  
Date

J. Kahn  
Name: Jay Kahn  
Title: Vice President for Finance & Planning



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: 110379158
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?

X  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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____