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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF ECONOMIC & HOUSING STABILITY

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

Kerrin A. Rounds
 Acting Commissioner

Christine L. Santaniello
 Director

January 3, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Services to enter into a **sole source** agreement with the University of New Hampshire (Vendor #177867), 51 College Road, Durham, NH 03824, to provide nutrition education services to individuals who are eligible for Supplemental Nutrition Assistance Program (SNAP) benefits, in an amount not to exceed \$2,087,332, effective **retroactive** to October 1, 2019, upon Governor and Executive Council approval through September 30, 2021. 100% Federal Funds

Funds are available in the following account in State Fiscal Year's 2020 and 2021 and are anticipated to be available in State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and adjust encumbrances between State fiscal years through the Budget Office, if needed and justified.

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

Fiscal Year	Class	Title	Activity Code	Amount
2020	102-500734	Contract for Program Svcs.	45068004	\$775,659
2021	102-500734	Contract for Program Svcs	45068004	\$1,048,393
2022	102-500734	Contract for Program Svcs	45068004	\$263,280
			Total:	\$2,087,332

EXPLANATION

This request is **retroactive** because the Department did not receive approval, from the United States Department of Agriculture Food and Nutrition Services (FNS), on the State Plan and budget until October 25, 2019, which did not allow sufficient time for the State's contracting process. FNS required submission of a State Plan and budget in August 2019, for their approval prior to implementation of a contract to be effective beginning, October 1, 2019. Although the State Plan was submitted timely and approved on September 25, 2019 by FNS, the letter providing written approval from FNS was not received by the Department until October 25, 2019. This did not allow sufficient time for the State's contracting process to meet the October 1, 2019 contract effective date.

This request is **sole source** because the US Department of Agriculture Food and Nutrition Services (FNS) requires the NH Department of Health and Human Services to designate a partner agency when submitting a plan for funding. The University of New Hampshire is the designated partner. Services cannot be competitively bid when a vendor is required to be pre-selected.

The purpose of this request is to provide nutrition education services for New Hampshire residents receiving SNAP/Food Stamp assistance benefits and other individuals who are likely to be eligible for services. Eligible individuals include individuals who are low-income and eligible to receive SNAP benefits or other means-tested Federal assistance programs, and individuals residing in communities with a significant low-income population.

Approximately 15,000 individuals will be served from October 1, 2019 through September 30, 2021.

The Contractor will provide education services that were approved by the FNS prior to the Federal award of funds. Services provided teach participants about budgeting food costs, sanitary food handling, preparation and storage, food shopping by using nutritional value and reading labels, and menu planning to stretch SNAP benefits. In addition, the nutrition education program shows participants how to compare their diets to nutritional guidelines, such as the food pyramid.

It is anticipated that these services will result in increased consumption of fruits, vegetables, and milk, and decreased consumption of high sugar drinks, and increased levels of physical activity for participants in the program. Improved health and well-being may result in better health outcomes for the individuals served.

As referenced in the Exhibit A, Section B Project Period, of this contract, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

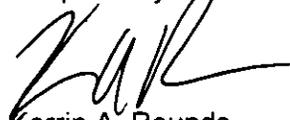
Should the Governor and Executive Council not authorize this request, individuals who are eligible for Supplemental Nutritional Assistance Program benefits, or assistance from other means-tested Federal assistance programs, will not benefit from nutrition and lifestyle education opportunities available through contracted services, which are designed to improve individual health and well-being.

Area Served: Statewide

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

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

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/21**. 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: Supplemental Nutritional Assistance Program Education (SNAP-Ed)

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

State Project Administrator

Name: Christine Santaniello, Director
Address: Div of Economic & Housing Stability
129 Pleasant Street
Concord, NH 03301

Phone: 603-271-5023

Campus Project Administrator

Name: Cheryl Moore
Address: University of New Hampshire
Sponsored Programs
51 College Road, Room 113
Durham, NH 03824

Phone: (603) 862-1992

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

State Project Director

Name: Laurie Green
Address: Bureau of Family Assistance
129 Pleasant Street
Concord, NH 03301

Phone: 603-271-9287

Campus Project Director

Name: Robin Peters
Address: UNH Cooperative Extension
315 Daniel Webster Hwy
Boscawen NH 03303

Phone: 603-796-2151

Campus Authorized Official

Date 12/20

F. Total State funds in the amount of \$2,087,332 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 0 % of total costs during the term of this Project Agreement.

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

G. Check if applicable

Article(s) 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 University of New Hampshire and the State of New Hampshire, Department of Health and Human Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Louise Griffin
Title: Senior Director Research, SPA and Director BSC

Signature and Date:
Louise Griffin 1/2/20

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

Title: Attorney
Signature and Date:
Catherine Pinos 1/21/20

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

Name: Christian Santanelli
Title: Director, DSHS

Signature and Date:
Christian Santanelli 1/6/20

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

Title:
Signature and Date:

EXHIBIT A

- A. Project Title:** Supplemental Nutritional Assistance Program Educational (SNAP-Ed)
- B. Project Period:** Contract effective 10/1/2019 through September 30, 2021. The Department reserves the right to renew the contract for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services and approval of the Governor and Executive Council.
- C. Objectives:** See Exhibit A-1, attached
- D. Scope of Work:** See Exhibit A-1, attached, Additional Scope of Work, See Exhibit A-2, attached.
- E. Deliverables Schedule:** See Exhibit A-1, attached
- F. Budget and Invoicing Instructions:** Campus will submit invoices to the Department on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period in accordance with the budget provided in Exhibit B, and shall show current and cumulative expenses by major cost categories. Campus will invoice the Department separately by State Fiscal Year.

Invoices shall be sent to:
 Financial Manager- Fiscal Unit
 Bureau of Family Assistance
 129 Pleasant Street, Brown Building 3rd Floor
 Concord, NH 03301

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

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

PROJECT BUDGET				
Budget Items	SFY20	SFY21	SFY22	Total
1. Salaries & Wages	\$ 380,212	\$514,497	\$129,253	\$1,023,962
2. Employee Fringe Benefits	170,556	230,798	57,983	459,337
3. Travel	14,952	20,218	5,078	40,247
4. Supplies and Services	51,573	68,808	17,206	137,587
5. Facilities & Admin Costs	158,366	214,072	53,760	426,199
Subtotals:	775,659	1,048,393	263,280	2,087,332
Total Project Costs:				\$2,087,332

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 **Uniform Guidance**



Exhibit A-1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.
- 1.3. The Supplemental Nutrition Assistance Program Education (SNAP Ed) Program must be administered in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; and to implement the Food and Nutrition Services (FNS) approved State Plan of Operation.

2. Scope of Work

- 2.1. The Contractor shall provide nutrition education services to New Hampshire residents receiving Supplemental Nutrition Assistance Program (SNAP)/Food Stamp assistance benefits and other likely eligible populations identified by the US Department of Agriculture (USDA) Food and Nutrition Service (FNS) as being participants in or eligible to receive SNAP benefits or other means-tested Federal assistance.
- 2.2. The Contractor shall provide activities on three (3) levels to ensure the provision of saturated services as follows:
 - 2.2.1. Level 1 – Direct education for adults and youth; food demonstrations at farmers markets and food pantries; newsletters; social media and support and resources for schools to share with parents.
 - 2.2.2. Level 2 – Community gardens; assisting emergency food sites with healthy food options; Pick a Better Snack for schools enrolled in USDA's Federal Fruit and Vegetable Program (FFVP), and assistance to schools wishing to improve school wellness environments and participate in the Smarter Lunchroom Movement (SLM).
 - 2.2.3. Level 3 - Collaborating with community groups and organizations on policy changes related to nutrition and physical activities such as the New Hampshire Food Alliance, the Foundation for Healthy Communities and the Hispanic, Latino and Intercultural Network and increasing SNAP electronic benefits transfer (EBT) spent at farmers markets.

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Exhibit A-1

- 2.3. The Contractor shall conduct activities that include, but are not limited to:
- 2.3.1. Nutrition and physical activity education and primary obesity prevention interventions that are based on the recommendations from the current USDA Dietary Guidelines for Americans to enable and encourage SNAP eligible individuals to adopt healthy eating habits and physically active lifestyles. The Contractor shall:
 - 2.3.1.1. Conduct obesity interventions services that include, but are not limited to:
 - 2.3.1.1.1. Assisting adults and youth with participation in community gardens.
 - 2.3.1.1.2. Assisting emergency food sites with providing healthier food options.
 - 2.3.1.1.3. Providing nutrition education, food demonstrations and taste testing at farmers markets that accept SNAP EBT.
 - 2.3.1.1.4. Working with the NH Hunger Solutions Coalition to assist in the implementation of the goals and objectives of the coalition as they impact work with SNAP eligible adults and youth.
 - 2.3.1.1.5. Improving the nutrition and physical activity environments in schools, after school and out of school sites.
 - 2.3.1.1.6. Assisting schools with implementation of the Smarter Lunchroom Movement initiative.
 - 2.3.2. Direct education lesson series delivered in small group settings or with individuals in their homes, as requested. In instances where direct education is provided in locations other than school classrooms and/or individual client homes, the Contractor shall ensure that the site includes adequate space that allows privacy and uninterrupted time for instruction. The Contractor shall ensure:
 - 2.3.2.1. Adequate space includes but is not limited to:
 - 2.3.2.1.1. Access to restroom facilities.
 - 2.3.2.1.2. Space for childcare.
 - 2.3.2.1.3. Adequate parking.



Exhibit A-1

- 2.3.2.2. Accessibility that is American with Disabilities Association (ADA) approved.
- 2.3.2.3. Direct education lesson series include topics that align with the recommendations of the 2015 Dietary Guidelines for Americans and the USDA's MyPlate.
- 2.3.2.4. Direct lesson series include food preparation and/or tasting based on the specific lesson, as well as food safety concepts and printed materials.
- 2.3.3. Direct education lessons shall include, but not be limited to:
 - 2.3.3.1. Mini-courses delivered in four (4) sessions lasting between 60 – 90 minutes each, which include but are not limited to:
 - 2.3.3.1.1. MyPlate for My Family USDA, which assists participants with:
 - 2.3.3.1.1.1. Planning low cost family meals.
 - 2.3.3.1.1.2. Eating more fruits and vegetables.
 - 2.3.3.1.1.3. Being more physically active.
 - 2.3.3.1.1.4. Developing methods to encourage participants' children to participate in all activities.
 - 2.3.3.2. Families Eating Smart and Moving More: Saving Money at the Store, which assists participants with:
 - 2.3.3.2.1. Meal and pantry planning.
 - 2.3.3.2.2. Smart shopping at the store by comparing unit prices before buying food.
 - 2.3.3.2.3. Using the nutrition facts on food labels to make decisions about buying food.
 - 2.3.3.2.4. Taking an optional Cooking Matters at the Store tour.
 - 2.3.3.2.5. Families Eating Smart and Moving More: Back to Basics, which assists participants with:
 - 2.3.3.2.6. Improving basic recipes to increase whole grains,

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Exhibit A-1

- fruits and vegetables.
- 2.3.3.2.7. Reducing sodium and sugar.
- 2.3.3.2.8. Portion sizes.
- 2.3.3.2.9. Basic cooking skills.
- 2.3.3.3. Eat Smart Live Strong USDA, which assists participants with:
 - 2.3.3.3.1. Improving their fruit and vegetable consumption.
 - 2.3.3.3.2. Increasing their physical activity.
- 2.3.4. Cooking Matters programs conducted in partnership with the NH Food Bank's Share Our Strength program in order to teach healthy food choices, food safety and cooking skills, which include but are not limited to:
 - 2.3.4.1. Cooking Matters for Adults.
 - 2.3.4.2. Cooking Matters for Parents.
 - 2.3.4.3. Cooking Matters for Families.
- 2.3.5. Nutrition education for individuals and families who have Limited English Proficiency (LEP) by:
 - 2.3.5.1. Partnering with the Adult Learning Centers the Hispanic, Latino and Intercultural Network, and other groups to provide:
 - 2.3.5.2. Individual and Family nutrition lessons.
 - 2.3.5.3. Written nutrition materials in Spanish.
 - 2.3.5.3.1. Translation of materials in other appropriate languages.
 - 2.3.5.4. Nutrition educators who are proficient in Spanish
- 2.3.6. Walk with Ease program, as developed by the Arthritis Foundation, which includes but is not limited to:
 - 2.3.6.1. Evidence based curriculum identified by the Centers for Disease Control and Prevention as appropriate to use with arthritis or other chronic diseases including diabetes, heart disease or obesity.
 - 2.3.6.2. A book and workbook for each participant that is used to track physical activity.
 - 2.3.6.3. Additional lessons on nutrition from curricula, as approved by the Department.

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Exhibit A-1

- 2.3.7. Direct education single sessions delivered at the request of collaborating agencies or where SNAP eligible individuals, including adults with Limited English Proficiency, are not available for series of lessons. The Contractor shall:
- 2.3.7.1. Select single sessions, which are available in English and Spanish, based on audience needs from the following curricula:
 - 2.3.7.1.1. MyPlate for My Family, USDA.
 - 2.3.7.1.2. Families Eating Smart Moving More.
 - 2.3.7.1.3. Cooking Matters at the Store.
 - 2.3.7.1.4. Seniors Eating Well.
 - 2.3.7.1.5. Eat Smart Live Strong.
 - 2.3.7.2. Conduct food demonstrations at food pantries based on food pantry needs, which include but are not limited to providing recipes and other program materials specific to food pantry needs.
 - 2.3.7.3. Conduct food demonstrations at farmers' markets that have SNAP-EBT capabilities. The Contractor shall:
 - 2.3.7.3.1. Collaborate with the markets to identify simple recipes based on seasonal fruits and vegetables.
 - 2.3.7.3.2. Ensure SNAP eligible individuals receive written materials including but not limited to recipes and information on how to sign up for additional lessons.
 - 2.3.7.4. Provide participants with written reference materials for each lesson delivered.
 - 2.3.7.5. Ensure lessons are available to individuals in their homes and in small groups, as requested.
- 2.4. The Contractor shall maintain and monitor a Facebook page. The Contractor shall:
- 2.4.1. Ensure that the Facebook page contains links to the New Hampshire Food Stamp Program (NHFSP), which allows SNAP eligible individuals to access additional information, as needed.



Exhibit A-1

- 2.4.2. Advertise the Facebook page on the Contractor's website.
- 2.4.3. Work with the NH Women, Infants and Children (WIC)/Commodity Supplemental Food Program (CSFP) for additional content for Facebook site.
- 2.4.4. Monitor the Facebook page on a daily basis.
- 2.5. The Contractor shall collaborate with the Sycamore Community Garden Coalition in Concord, NH to assist families in safe food handling practices for foods grown in the community garden, which is:
 - 2.5.1. Created on land donated by the Community College System of NH.
 - 2.5.2. Available for use by refugees and low-income Concord residents.
- 2.6. The Contractor shall collaborate with local emergency food sites to provide information on stocking healthy food options for participants.
- 2.7. The Contractor shall write articles for The Emergency Food Assistance Program (TEFAP) newsletter that is disbursed to participating food pantries and soup kitchens, when requested.
- 2.8. The Contractor shall implement community and public health approaches to improve the nutrition and physical activity environment in various community settings. The Contractor shall:
 - 2.8.1. Continue working with the Statewide Coalition to End Childhood Hunger by assisting in the implementation of the Coalition's goals and objectives as they impact work with SNAP Eligible individuals in order to:
 - 2.8.1.1. Increase access to existing food resources.
 - 2.8.1.2. Improve NH families' economic security.
 - 2.8.1.3. Strengthen the components of the local and regional food system
 - 2.8.2. Collaborate with various agencies/coalitions/foundations to assist with nutrition, economic and safety goals as they pertain to good nutrition and family health. Partner entities include, but are not limited to:
 - 2.8.2.1. The Foundation for Healthy Communities.
 - 2.8.2.2. The New Hampshire Food Bank.
 - 2.8.2.3. The New Hampshire Department of Education – Nutrition Services.
 - 2.8.2.4. Community Behavioral Health Centers.
 - 2.8.2.5. The Women, Infants and Children program (WIC).



Exhibit A-1

- 2.8.3. Collaborate with the WIC/CSFP in order to:
 - 2.8.3.1. Develop information and recipes, specific to seniors.
 - 2.8.3.2. Distribute recipes to seniors via the Senior Farmers Market Nutrition Program during the summer months.
- 2.9. The Contractor shall deliver lesson series to SNAP eligible youth utilizing multiple delivery channels that engage children and accommodate different learning styles in order to assist youth in following healthy diets and becoming more physically active. The Contractor shall:
 - 2.9.1. Provide support, as needed, to school wellness teachers and school food service staff.
 - 2.9.2. Utilize evidence based curricula to deliver the lesson series, which includes, but is not limited to:
 - 2.9.2.1. Show Me Nutrition for grades K-5.
 - 2.9.2.2. The Nutrition Connections Teacher Enrichment Kit for grades 3-5.
 - 2.9.2.3. Pick a Better Snack.
 - 2.9.2.4. CATCH's-Go Healthy Series: Life in Balance for grades 6 through 8.
 - 2.9.2.5. CATCH Go For Health.
 - 2.9.2.6. CATCH Kids Club.
 - 2.9.2.7. Nutrition Nuggets.
 - 2.9.2.8. Cooking Matters for Parents, Teens and Families.
 - 2.9.2.9. Cooking Matters store tours.
 - 2.9.2.10. Cooking Matters Pop-Up tours.
 - 2.9.2.11. Team nutrition curricula that includes, but is not limited to:
 - 2.9.2.12. Discover MyPlate for kindergarten.
 - 2.9.2.13. Serving up MyPlate for grades 1 through 6.
 - 2.9.2.14. Great Garden Detective Adventure for grades 3 through 4.
 - 2.9.2.15. Dig In for Grades 5 through 6.
 - 2.9.2.16. Nutrition Voyage: The Quest to be Your Best for Grades 7 through 8.



Exhibit A-1

- 2.9.3. Ensure topics covered align with the recommendations from the 2015 Dietary Guidelines for Americans and USDA's MyPlate to assist SNAP eligible youth in establishing healthy eating habits and physically active lifestyles.
- 2.9.4. Ensure curricula referenced in Section 2.9. has the flexibility to be delivered in:
 - 2.9.4.1. Schools.
 - 2.9.4.2. After school programs.
 - 2.9.4.3. Out of school sites.
- 2.9.5. Ensure duration of each lesson in a series is approximately thirty (30) to ninety (90) minutes, with a minimum of five (5) and a maximum of eight (8) lessons per series, and further ensure that lessons are presented to youth in group learning sessions, limiting the number of participants to twenty (20) for settings outside of school.
- 2.9.6. Provide schools with information and assistance in the following areas:
 - 2.9.6.1. Reviewing and updating food and nutrition policies.
 - 2.9.6.2. Assisting teachers to incorporate fitness, good nutrition and physical activity into the classroom when appropriate, by discussion and providing Teacher Enrichment Kits.
 - 2.9.6.3. Assisting schools become involved in the Smarter Lunchroom Movement
- 2.9.7. Provide additional hardcopy or electronic supports and resources that include, but are not limited to:
 - 2.9.7.1. Materials for bulletin boards.
 - 2.9.7.2. Additional curricula.
 - 2.9.7.3. Nutrition and physical activity materials from the USDA in English and Spanish that can be sent home to parents.
- 2.10. The Contractor shall increase community opportunities to improve nutrition and physical activity and prevent obesity in order to provide public health benefits by:
 - 2.10.1. Recruiting youth to work in three (3) youth garden sites over the summer months.
 - 2.10.2. Providing nutrition and physical activity lessons from curriculum described in Sections 2.3.1. and 2.9.2., above, including but not limited to taste testing and cooking, as permitted by the host site.



Exhibit A-1

- 2.10.3. Working with eligible youth garden sites to provide vegetable seeds, vegetable plants and small gardening tools, as well as other materials that may be needed to make the garden successful.
- 2.10.4. Providing assistance with garden planting and maintenance, with assistance from the UNH Cooperative Extension Master Gardeners.
- 2.10.5. Providing the Pick a Better Snack & Act program for grades K-3, in at least two (2) schools enrolled in the Federal Fresh Fruit and Vegetable Program (FFVP). The Contractor shall:
 - 2.10.5.1. Offer the program in schools where a series of lessons described in Section 2.9.4. above, are not conducive to school schedules.
 - 2.10.5.2. Ensure program components are delivered once per month from January through May with goals that include, but are not limited to:
 - 2.10.5.2.1. Improving children's overall diet and physical activity.
 - 2.10.5.2.2. Creating healthier eating habits that impact current and future health.
 - 2.10.5.2.3. Assisting schools to create healthier school environments by:
 - 2.10.5.2.3.1. Providing healthier food choices.
 - 2.10.5.2.3.2. Expanding the variety of fruits and vegetables children experience.
 - 2.10.5.3. Coordinate with the school Food Service Directors on a monthly basis, when possible, to select a fruit and vegetable to be included on the school menu based on the month's FFVP snacks.
 - 2.10.5.4. Deliver bi-monthly lessons on fruit and vegetable nutrition that include:
 - 2.10.5.4.1. Taste tests in the classroom setting.
 - 2.10.5.4.2. A short physical activity.
 - 2.10.5.5. Provide newsletters that can be sent home to parents.
 - 2.10.5.6. Provide bingo cards for students to fill out that show:
 - 2.10.5.6.1. Their consumption of fruits and vegetables for the month.



Exhibit A-1

- 2.10.5.6.2. The amount of physical activity they have engaged in for the month.
- 2.11. The Contractor shall provide support and resources to school wellness teams. The Contractor shall:
- 2.11.1. Assist in facilitating school wellness team meetings regarding the school nutrition and physical activity environment, when requested.
 - 2.11.2. Attend school wellness team meetings, when requested.
 - 2.11.3. Share resources, when requested.
 - 2.11.4. Provide schools with:
 - 2.11.4.1. A self-assessment tool.
 - 2.11.4.2. Information about available grants.
 - 2.11.4.3. Information about upcoming professional development opportunities.
 - 2.11.5. Ensure schools have access to the Contractor's web-based training video that promotes the school wellness components of Healthy Schools NH Youth Education and Obesity Prevention Project.
- 2.12. The Contractor shall collaborate with community groups and organizations on policy changes related to nutrition and physical activity. The Contractor shall:
- 2.12.1. Work with eligible out of school providers to improve the nutrition and physical activity environment at their site. The Contractor shall:
 - 2.12.1.1. Contact eligible out of school sites to promote Contractor programs.
 - 2.12.1.2. Facilitate and attend meetings to discuss nutrition and physical activity policies.
 - 2.12.1.2.1. Boost movement and physical activity in all programs.
 - 2.12.1.2.2. Fuel up on fruits and vegetables.

3. Reporting

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



Exhibit A-1

- 3.1.1. October 1 through December 31.
- 3.1.2. January 1 through March 31.
- 3.1.3. April 1 through June 30.
- 3.1.4. July 1 through September 30.
- 3.2. The Contractor shall ensure quarterly reports identified in Section 3.1, above, are minimally narrative and include the following information for each activity:
 - 3.2.1. Number of participants for the reporting period;
 - 3.2.2. Total number of participants who completed the activity;
 - 3.2.3. Number of contacts with participants for the reporting period;
 - 3.2.4. The location of each activity;
 - 3.2.5. The curriculum used; and
 - 3.2.6. Progress toward goals and next action steps to be taken in furtherance of the goals/objectives identified in Section 4 Performance Measures and Section 5 Deliverables.
- 3.3. The contractor will provide findings and recommendations regarding implementation of the Corner Store Initiative and Farm to School Collaboration to the SNAP Program Manager by July 31, 2020.
- 3.4. The Contractor shall provide a comprehensive yearly summary at the end of the Federal Fiscal Year to the SNAP Program Manager by January 10, 2021 and January 10, 2022. The report shall include:
 - 3.4.1. A summary of all Contractor activities.
 - 3.4.2. All information in templates as provided by the USDA FNS.

4. Performance Measures

- 4.1. The Contractor shall ensure that one hundred percent (100%) of New Hampshire schools that have at least fifty percent (50%) of students enrolled in free and reduced priced meals programs are contacted to participate in the Healthy Schools NH Youth Education and Obesity Prevention Project, as indicated in Section 2.11., above.
- 4.2. The Contractor shall ensure seventy-five per cent (75%) of schools, identified in Section 4.1 above, participate in one (1) activity in the Healthy Schools NH Youth Education and Obesity Prevention Project per contract year.


Date 12/20



Exhibit A-1

5. Deliverables

- 5.1. The Contractor shall reach a minimum of 585 SNAP eligible households, including persons who are LEP, to participate in a single presentation as described in Section 2.3., above.
- 5.2. The Contractor shall reach a minimum of 435 SNAP eligible households, including persons who are LEP, to participate in a series of lessons as described in Section 2.3, above.
- 5.3. The contractor shall provide a single session nutrition food demonstration to fifty-five (55) adults at farmers markets as described in Section 2.3.7.3., above, by September 30, 2020.
- 5.4. The Contractor shall participate in a minimum of one (1) community garden as described in Section 2.3.1.1.1., above.
- 5.5. The Contractor shall implement up to three (3) youth gardens, as described in Section 2.10.4, above, per contract year.
- 5.6. The Contractor shall enroll a minimum of three (3) schools in the Smarter Lunchroom Movement, as described in Section 2.9.6., above, per contract year.
- 5.7. The Contractor shall ensure a minimum of six (6) schools, after school or out of school sites, receive support and resources to assess their nutrition or physical activity environment and begin to initiate changes, as described in Section 2.11., and Section 2.12., above, per contract year.

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Exhibit A-2

Additional Scope of Services

1. Provisions Applicable to All Services

1.1. Civil Rights Compliance

- 1.1.1. The Contractor must comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11(c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504), and all requirements imposed by the regulations issued pursuant to these Acts, by the Department of Agriculture, to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination, under SNAP.

1.2. Limited English Proficiency Individuals

- 1.2.1. The Contractor must take reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. SNAP State agencies that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI), and SNAP program regulations. Federal LEP regulation and guidance include:

- 1.2.1.1. SNAP regulations provided by 7 CFR Part 272.4(b), "Bilingual requirements";
- 1.2.1.2. Executive Order 13166 of August 11, 2000, "Improving Access to Services for Persons with Limited English Proficiency," reprinted in 65 FR 50121, 50122 (August 16, 2000);
- 1.2.1.3. DOJ policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," published in 67 FR 41455, 41457 (June 18, 2002); and
- 1.2.1.4. USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

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Exhibit A-2

1.3. Equal Opportunity Access for Persons with Disabilities to Ensure Meaningful Access

1.3.1. The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities.

1.3.1.1. Contractors that do not provide persons with disabilities equal opportunity access to programs, may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA), and SNAP program regulations.

1.3.2. Americans with Disabilities Act (ADA)

1.3.2.1. The Department of Justice published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and 28 CFR Part 36, "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities.

1.3.2.2. The type of auxiliary aids and services required will vary, but a Contractor's agency may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor's agency communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractor's agencies must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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