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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

**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
			<b>Total</b>	<b>\$99,300</b>

**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).

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:

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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

- 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**

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

RFA Name

RFA Number

Reviewer Names

**Bidder Name**

1. Community Health Institute/JSI (CHI)
2. Keene State College

Maximum of Points	Actual Points	
100	80	
100	90	

1. Scot Foster, Health Promotion Advisor
2. Chen 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.

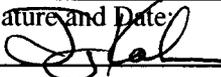
**By An Authorized Official of:**

**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:

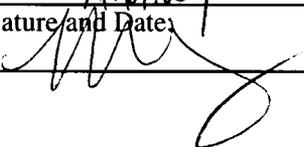
 2/10/15

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

Name: Megan York

Title: Attorney

Signature and Date:

 2/23/15

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

Name:

Title:

Signature and Date:

## 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

  
\_\_\_\_\_  
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: _____