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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

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Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

December 13, 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 enter into a **sole source** Cooperative Project Agreement with the University of New Hampshire Cooperative Extension (Vendor #177867), 51 College Road, Durham, NH 03824 for the provision of improving public health protection through coordinated efforts among three (3) state agencies to assess, educate, train and oversee the implementation of the Food and Drug Administration (FDA) Produce Safety Rule in an amount not to exceed \$203,824 effective upon Governor and Executive Council approval through June 30, 2018. 100% Federal Funds.

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 upon availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-090-901510-50300000 HEALTH AND SOCIAL SERVICES, DEPT OF PUBLIC HEALTH SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF HEALTH, FDA FOOD PRODUCE SAFETY RULE**

Fiscal Year	Class	Object	Class Title	Activity Code	Amount
2017	102	500731	Contracts for Program Services	90005030	\$99,162
2018	102	500731	Contracts for Program Services	90005030	\$104,662
					<b>\$203,824</b>

**EXPLANATION**

This request is **sole source** because an application in response to an FDA Funding Opportunity Announcement (FOA) was written and submitted with Division of Public Health Services (DPHS), Department of Health and Human Services (DHHS) as the lead agency and the UNH Cooperative Extension (UNHCE) as a partner, as well as the Department of Agriculture, Markets and Food (DAMF), with agreement as to the role and funding of UNHCE's scope of work. The approach of a collaborative application was strongly encouraged by the FDA's FOA and was understood and supported in advance by the Department as well as the NH Environment and Agriculture Committee and the Governor's Office.

UNHCE has proven experience doing related outreach, education and training for and with New Hampshire farms. Those farms that seek to become Good Agricultural Practices (GAP) certified turn to UNHCE for education on how to develop and complete the documentation to pass an audit, train their staff and how to keep the necessary records. Additionally, UNHCE also works with produce growers and food establishments to develop farm food safety plans, hazard plans and to implement safe food production and handling practices.

In 2013, the UNH Cooperative Extension led the formation of a NH Food Safety and Modernization Act (FSMA) Task Force. The charge of the task force was to share the burden of becoming knowledgeable about the newly released proposed rules, educate farmers and the agricultural community at large and facilitate the input of public comments. More than twenty five (25) people joined the task force. The members represented all major agricultural agencies, organizations and commercial growers including: UNHCE, DAMF, DPHS, NH Farm Bureau, NH Conservation Districts, New England Farmers Union, The Northeast Organic Farming Association of New Hampshire (NOFA-NH), Upper Valley Food Coops, members of the NH House of Representatives Environment and Agriculture Committee and seven (7) commercial produce growers. Additionally, several agencies attended meetings to increase their understanding of the new law and how it might impact their programs.

Through in-person meetings, telephone conference calls, workshops and webinars, the group successfully educated themselves and the agricultural community in New Hampshire about the proposed rules as well as provided input into the draft rules. More than thirty five (35) questions and opinions were submitted to the FDA. The New Hampshire Task Force was joined by neighboring states of Vermont and Massachusetts. Together they learned, forged networks, and developed working relationships with key partners in the FDA, our state legislature and major agencies. UNHCE plans to apply this proven approach to the outreach and informational sessions that will help to build cooperation for compliance with the rules and development of a state inventory of applicable farms.

Working as a collaborative team with the DPHS, the UNH Cooperative Extension and the DAMF will assess, educate, train and oversee the implementation of the FDA Produce Safety Rule at the state and local level. A farm friendly food safety framework will be developed that supports a well-informed food production community about good agricultural practices that can improve produce safety. The goal is to improve public health protection and minimize the risk of foodborne illness through education and implementation of established safe growing and harvesting practices for all farms. The promotion of food safety best practices will provide reasonable assurances that the produce is not contaminated by preventing the introduction of biological hazards during the growing, harvesting, packing and holding of produce. The benefit to farms adopting the Produce Safety Rule practices will be strengthened public confidence in locally produced fruit and vegetables.

The Department reserves the right to renew the Agreement for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Developing FDA Produce Safety Rule working knowledge at the state level will include working through the NH FSMA Task Force, led by UNHCE, to gather the "regulated" audiences and "regulating" audiences and hold discussions and focus groups to determine specific questions and concerns. The focus groups and meetings will also identify potential benefits to the agricultural community and help the DPHS and the DAMF to communicate the need for these new rules as well as benefits and to understand any farmer concerns that may exist.

Strategic planning process coordination will also be assigned to UNHCE. They will conduct the participatory planning sessions to include local stakeholders such as representatives of the regulated community, legislators and the state agencies and other partners in a one-day workshop to develop the multi-year strategic plan. The contractor will then "package" all of the components into a Strategic Plan that can be posted to agency websites and can be utilized as a communications tool for the goals, direction, and interdependent components of the New Hampshire and FDA Produce Safety Rule implementation.

As part of the Agreement, UNHCE shall meet the following deliverables: hold four (4) facilitated meetings around the state to gather input from stakeholders and provide education related to the implementation of the FDA Produce Safety Rule by June 30, 2017; complete a strategic planning process and compose a written plan that involves multiple stakeholders defining steps, time frames and objectives for the Produce Safety Rule implementation in New Hampshire by December 1, 2017; as well as develop and make available Produce Safety Rule technical assistance and training materials on the UNHCE Food Safety website by June 30, 2018.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

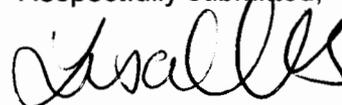
Should the Governor and Executive Council not approve this request, the State's farms may not have the advantage of state level preparation and oversight, and instead the Produce Safety Rule will be implemented by the FDA and their inspectors.

Area served: Statewide

Source of funds: 100% Federal Funds from the United States Food and Drug Administration, Catalog of Federal Domestic Assistance #93.103, Federal Award Identification Number U18FD005917.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this request.

Respectfully submitted,



Lisa Morris  
Director  
Division of Public Health Services

Approved:



Jeffrey A. Meyers  
Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services, Division of Public Health 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, Division of Public Health 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 **6/30/18**. 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: Improving public health protection through coordinated efforts among three state agencies to assess, educate, train and oversee the implementation of the FDA Produce Safety Rule**

- 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: Michael Dumond  
 Address: Division of Public Health Services  
 29 Hazen Drive  
 Concord, NH 03301-6504  
 Phone: 603-271-4549

**Campus Project Administrator**

Name: Cheryl Moore  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd. Rm 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: Colleen Smith

**Campus Project Director**

Name: Seth Wilner

Address: Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301-6504

Phone: 603-271-4858

Address: UNH Cooperative Extension  
Sullivan County Office  
24 Main Street  
Newport, NH 03773-1515

Phone: 603-863-9200

- F. Total State funds in the amount of **\$203,824** 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. **1U18FD005917-01** from **US Food and Drug Administration** under CFDA# **93.103**. 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.

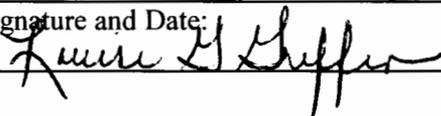
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Health and Human Services, Division of Public Health Services**, have executed this Project Agreement.

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

Name: Louise G. Griffin

Title: Sr. Director, Research and Sponsor Programs

Signature and Date:

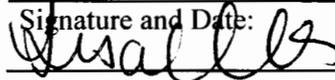


**By An Authorized Official of:  
Department of Health and Human  
Services**

Name: Lisa Morris, MSSW

Title: Director, Div. of Public Health Services

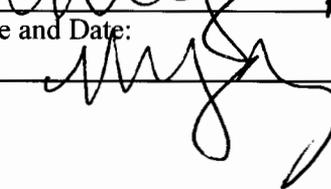
Signature and Date:



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

Name: Megan A. Yagley

Title: Attorney

Signature and Date:  12/28/14

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

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

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

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

**EXHIBIT A**

- A. **Project Title:** Improving public health protection through coordinated efforts among three state agencies to assess, educate, train and oversee the implementation of the FDA Produce Safety Rule
- B. **Project Period:** UNH Project Period will be upon approval of G&C through 6/30/18
- C. **Objectives:** Competition A: 5. Provide for an educated and informed farming community that will result in knowledge of the Produce Safety Regulation and how to apply the regulation in a manner that will facilitate compliance by the farm.
- D. **Scope of Work:** Scope of Work:

Plan for year 1:

1. Strategic Planning

Between Jan 1, 2017 and May 1, 2017 the UNHCE FSMA team will facilitate 4 stakeholder meetings around the state to gather input from regulators, farming community, agricultural organizations such as Farm Bureau and where appropriate legislators.

Prior to the facilitated sessions, the UNHCE FSMA staff will work with DHHS, DAMF, and other relevant parties to determine the input that will be gathered at these sessions.

From May 1, 2017 to July 1, 2017 UNHCE FSMA team will assess educational resources available and identify any gaps in materials that need to be created.

We will contact relevant parties in VT and ME to assess their strategies for implementing FSMA. From July 1-Aug 30, UNHCE will gather the relevant agencies and organizations to present the data and collectively craft and implementation plan for NH.

Produce Safety Regulation Education

- 1. Identify produce growers who will participate in FSMA Produce Safety education.
  - Work plan:
    - o Gather and/or create flow charts, fact sheets, and resources to make available to produce growers by identifying existing materials generated by U.S. Food and Drug Administration, Produce Safety Alliance, and other Extension groups.
    - o Modify educational resources as necessary and create new resources to fill in any gaps.
    - o Provide Produce Safety Rule information and resources on the UNH Cooperative Extension website.
    - o Provide tools to assist produce growers to track average food sales.
    - o Provide information during UNH Cooperative Extension education programs, for example, Twilight meetings.

- o Provide information during produce grower meetings, for example, the NH North Country Fruit and Vegetable Seminar and Trade Show, the New England Fruit & Vegetable Conference, and other similar meetings targeting produce growers.
- 2. Provide FSMA food safety education to produce growers.
  - Implement the Produce Safety Alliance Curriculum. This curriculum meets the FDA requirement for training.
    - o Provide/implement one, one-day training session.
    - o Work with our internal and inter-agency team to adjust curriculum to utilize effective adult education delivery methods.
    - Create and/or identify additional resources to meet produce grower's identified food safety education needs, including, but not limited to:
      - Videos (For example, how to clean and sanitize food contact surfaces; how to implement/manage food safety plans)
      - Education on adapting record keeping to meet FSMA mandates.
      - Education on practical methods of keeping required records.
      - Locate/create on-farm best management practices. Implement in a variety of settings, for example, Twilight meetings and association meetings. Locate/create videos, fact sheets, and presentations to disseminate this information in alternative formats.
      - Conduct farm visits as needed.
    - Evaluation:
      - o A variety of methods will be used to evaluate education sessions and/or materials based on the method and setting in which they are implemented. For example, post-workshop questionnaires and/or pre/post workshop questionnaires will be used to assess produce growers' food safety knowledge before and after attending an education session and/or the PSA curriculum workshop.
      - o A web-based follow-up questionnaire will be implemented two months after participation in the PSA workshop to assess implementation of food safety recommendations.

Plan for Year 2:

- 1. Provide FSMA food safety education to produce growers.
  - Implement the Produce Safety Alliance Curriculum. This curriculum meets the FDA requirement for training.
    - o Provide/implement one, one-day training session if needed.
  - Continue to identify and/or create additional resources to meet produce grower's identified food safety education needs. Begin implementation.
    - Videos (For example, how to clean and sanitize food contact surfaces; how to implement/manage food safety plans)
    - Education on adapting record keeping to meet FSMA mandates.
    - Education on practical methods of keeping required records.
    - Locate/create on-farm best management practices. Implement in a variety of settings, for example, Twilight meetings, association meetings. Locate/create videos, fact sheets, and presentations to disseminate this information in alternative formats.
  - Conduct farm visits as needed.
  - Evaluation:
    - o A variety of methods will be used to evaluate education sessions and/or materials based on the method and setting in which they are implemented. For example, post-workshop questionnaires and/or pre/post workshop questionnaires will be used to assess produce growers' food safety knowledge before and after attending an education session and/or the PSA curriculum workshop.
    - o A web-based follow-up questionnaire will be implemented two months after participation in the PSA workshop to assess implementation of food safety recommendations.

**D. Deliverables Schedule:**

**Year 1 Reports or Other Deliverables:**

Between Jan 1, 2017 and May 1, 2017 the UNHCE FSMA team will facilitate 4 stakeholder meetings around the state to gather input from regulators, farming community, agricultural organizations such as Farm Bureau and where appropriate legislators.

Prior to the facilitated sessions, the UNHCE FSMA staff will work with DHHS, DAMF, and other relevant parties to determine the input that will be gathered at these sessions.

From May 1, 2017 to July 1, 2017 UNHCE FSMA team will assess educational resources available and identify any gaps in materials that need to be created.

We will contact relevant parties in VT and ME to assess their strategies for implementing FSMA. From July 1-Aug 30, UNHCE will gather the relevant agencies and organizations to present the data and collectively craft and implementation plan for NH.

**Year 2 Reports or Other Deliverables:**

- Report summarizing education activities and evaluation results completed by 6/1/18.
- FSMA Produce Safety educational materials will be made available on the UNH Cooperative Extension Food Safety website by 6/30/18.

**E. Budget and Invoicing Instructions:** See budget items below for State Fiscal Year 2017 (1/1/17-6/30/17) and State Fiscal Year 2018 (7/1/17-6/30/18). 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 as shown below. State will pay Campus within thirty (30) days of receipt of each invoice. Campus will submit its final invoice not later than forty (40) days after the Project Period end date.

SFY17 Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	55,361	0	55,361
2. Employee Fringe Benefits	22,089	0	22,089
3. Travel	1,250	0	1,250
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	20,462	0	20,462
Subtotals	99,162	0	99,162
Total Project Costs SFY17:			99,162

SFY18 Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	57,945	0	57,945
2. Employee Fringe Benefits	23,120	0	23,120
3. Travel	2,000	0	2,000
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	21,597	0	21,597
Subtotals	104,662	0	104,662
Total Project Costs SFY18:			104,662

F. EXTENSION:

The State reserves the right to renew the Agreement for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

## 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 issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**