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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Weaver
Commissioner

Morissa Henn
Deputy Commissioner

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December 26, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to accept and expend \$61,284 from the United States Department of Agriculture - Food and Nutrition Service, to procure a contract for income and employment verification services provided by Equifax, via The Work Number, effective upon Governor and Council approval through September 30, 2025, and authorize the allocation of these funds in the accounts below. 100% Federal Funds.

05-095-095-951010-79350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: COMMISSIONER'S OFFICE; OFFICE OF IMPROVEMENT; IMPROVEMENT/INTEGRITY/INFO/REIMB

Class/Object	Class Title	Current Adjusted Authorized Budget	Requested Change	Adjusted Budget
Revenue				
000-404460-16	Federal Funds	\$4,279,245	\$61,284	\$4,340,529
	General Funds	\$4,298,551	-	\$4,298,551
Total Revenue:		\$8,577,796	\$61,284	\$8,639,080
Expense				
010-500100	Regular Officers and Employees	\$4,641,758	-	\$4,641,758
012-500128	Personal Services Unclassified	\$247,769	-	\$247,769
018-500106	Overtime	\$53,600	-	\$53,600
020-500200	Current Expenses	\$42,200	-	\$42,200
030-500301	Equipment	\$1,600	-	\$1,600
038-500175	Technology - Software	\$144,445	-	\$144,445
039-500180	Telecommunications	\$6,000	-	\$6,000
041-500801	Audit Set Aside	\$4,633	\$61	\$4,694
042-500620	Additional Fringe Benefits	\$0	-	\$0
049-500049	Transfer from other State Agencies	\$5,100	-	\$5,100
050-500109	Personal Serv Temp App	\$694,006	-	\$694,006
060-500601	Benefits	\$2,718,685	-	\$2,718,685
066-500544	Employee Training	\$1,000	-	\$1,000
070-500704	In State Travel	\$6,000	-	\$6,000
080-500714	Out of State Travel	\$11,000	-	\$11,000

102-500731	Program Contracts	-	\$61,223	\$61,223
Total Expense:		\$8,577,796	\$61,284	\$8,639,080

EXPLANATION

The Department of Health and Human Services (DHHS) requests to procure a contract for income and employment verification services provided by Equifax. Equifax has a web-based system in which States and/or employers can look up individuals to determine where they have worked, where they are currently working, and the person's pay from those employers. This information is required for Federally mandated quality control reviews of SNAP benefits under 7 CFR 275.12(c): "A full field investigation shall include a review of any information pertinent to a particular case which is available through the State Income and Eligibility Verification System (IEVS) as specified in § 272.8 of this chapter."

This information is also needed for fraud investigations. Most employers utilize Equifax for any employment requests and will not provide the State with independent information. Without this information, DHHS is unable to verify if SNAP benefits are appropriately awarded. DHHS is federally mandated to perform these investigations for Food and Nutrition Services.

Approval of this request will allow DHHS to continue to efficiently perform Federally mandated quality control reviews of SNAP cases, and ensure SNAP benefits are distributed to people who qualify for SNAP. If quality control reviews are unable to verify income within the timeframe set by Federal Nutrition Services under Federal regulation, it will have an impact on the States error rate and could result in financial penalties. Also, if quality control cannot obtain the necessary income verification independently, then the SNAP member will be required to provide this information. If they are unwilling or unable to provide, then their SNAP benefits will be suspended.

Funds will be budgeted as follows:

Class 041 – AUDIT SET ASIDE – Budgeted for financial and compliance audits pursuant to RSA 124:16.

Class 102 - CONTRACTS FOR PROGRAM SERVIC - Create a new expenditure class code, effective upon approval of the Governor and Executive Council for this Accounting Unit. Funding from this class will be used to contract with Equifax for access to their employment information for SNAP cases selected for Federal review and for cases under investigation for SNAP fraud.

Source of Funds: Federal only: CFDA#10.561, UEI #LA2HR1U97VC6

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

Respectfully Submitted,



for:

Lori A. Weaver
Commissioner



Food and Nutrition Service

U.S. DEPARTMENT OF AGRICULTURE

September 20, 2024

Mrs. Lindsay Bibeau
Special Investigations Administrator
New Hampshire Department of Health and Human Services
129 Pleasant Street
Special Investigations Unit
Concord, NH 03301

Dear Mrs. Bibeau,

Congratulations! We are pleased to inform you that the USDA Food and Nutrition Service (FNS) has approved funding of your application for the FY24 Earnings Verification Support Project.

Attached please find the FNS-529 Grant/Cooperative Agreement award document that provides funding for the above-referenced project, as detailed below:

FNS Program Area:	SNAP
Total Amount of Federal Award:	\$61,284.00
FNS Award Amount:	\$61,284.00
Cost Share Amount:	\$0.00
Award Start Date:	September 25, 2024
Award End Date:	September 30, 2025

The Total Amount of Federal Award includes both Federal and non-Federal funding, such as cost sharing, matching or a recipient's voluntary contribution. In addition, attached is a copy of the FNS Award Terms and Conditions for this award. These Terms and Conditions will remain in full force and effect throughout the award. Please note the following, as detailed in the Terms and Conditions:

- All expenditures paid for with funds provided under this award must be incurred within the period authorized above, and be in accordance with the tasks, project deliverables, and guidelines outlined in the Award Terms and Conditions.
- Only actual costs for work completed may be charged to the award, not the estimates detailed in your application.

Food and Nutrition Service, Braddock Metro Center, 1320 Braddock Place, Alexandria, VA 22314

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Mrs. Bibeau

- If you establish sub-awards to carry out any of the work on your project, it is important that subgrantees also abide by the Award Terms and Conditions. It is your responsibility to monitor the work and expenditures of your subgrantees.

Please have the appropriate authorizing official sign (**IN BLUE INK**) a copy of the FNS-529 and return to FNS, no later than **3 business days after the receipt of this letter**. To expedite the funding process, you may return the signed document as a PDF attachment via email, provided the scanned document is in **color**.

Please forward your signed document via email to benjamin.snyder@usda.gov.

In addition, please complete an Automated Standard Application for Payment (ASAP) setup form so we may set up the Letter of Credit by which your award funds will be made available to you. This form is required regardless of whether you have an ASAP account or not.

ASAP.gov is a secure, web-based electronic payment system that allows recipients to access their funding. For additional information on ASAP.gov, please visit <https://www.ASAP.gov>.

Please return the ASAP setup form to your grant officer along with your signed FNS-529.

Lastly, to comply with the reporting requirements of your award as detailed in the Terms and Conditions, you will require both access to the FNS Food Program Reporting System (FPRS) and a USDA Verified e-Authentication account. Please visit <https://www.eauth.usda.gov/eauth/b/usda/registration> to begin the required enrollment steps for e-Authentication.

Once we have received your signed FNS-529 award document, we will sign and return one copy of the fully executed award to you. Please note that your fully executed FNS-529 award, signed by both FNS and your organization, serves as the “official award document” and should be maintained in your files.

Mrs. Bibeau

If you have any questions, please contact the Grants Officer, Benjamin Snyder, via e-mail at benjamin.snyder@usda.gov.

Once again, congratulations on your award. We look forward to working with you and your staff on your FNS project.

Sincerely,

**LYNN RODGERS-
KUPERMAN**

Digitally signed by LYNN
RODGERS-KUPERMAN
Date: 2024.09.20 12:39:42 -04'00'

Lynn Rodgers-Kuperman
Director, Grants and Fiscal Policy Division

RACHEL FRISK

Digitally signed by RACHEL
FRISK
Date: 2024.09.20 10:08:59
-04'00'

Rachel Frisk
Director, Program Administration
and Nutrition Division
Supplemental Nutrition Assistance
Program, SNAP PAND

Attachments

cc: Christine Daffan
Lindsay Bibeau

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

All grant awards, as well as amendments to existing USDA Food and Nutrition grants, are subject to the following Standard Terms and Conditions.

The USDA Food and Nutrition Service (hereinafter referred to as "Agency") awards funding to the Grantee (hereinafter referred to as "Recipient"). By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, proposal, and budget narrative, including any subsequent revisions, amendments and/or clarifications.

Important information regarding the award, including the Agency contact and Assistance Listing Number (ALN), is contained on the Grant/Cooperative Agreement Form FNS-529.

STANDARD TERMS OF THE AWARD

1. **Funding:** The Agency will provide funds to the Recipient in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency's discretion through the Letter of Credit, reimbursement, or in advance of need, upon receipt of a properly executed Grant/Cooperative Agreement Form FNS-529.
2. **Performance Period:** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21. The Recipient may only incur allowable costs during the period of performance. Any pre-award costs incurred prior to the period of performance must be approved in writing by the Agency. To maintain effective internal control over funds, the Recipient shall only withdraw funds for expenses incurred or anticipated within the period of performance. Should the Recipient need to withdraw funds earlier in anticipation of costs incurred in the first month of the period of performance they may do so as long as the draw is timely, i.e., minimal time elapses between the draw and expenditure.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 21. The closeout of the agreement must occur within 120 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

3. **Grant Amendments:** The Recipient may request an amendment, including extensions and revisions, to the agreement, including the proposal, in writing at any time during the

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duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision); changes in key personnel, such as the project director; disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the project) by the project director; transfer of funds budgeted for participant support costs; the sub awarding, transferring or contracting of any work (unless approved in the submitted application package); or changes to budget line cost/expenditure. All amendments must be submitted in writing to the Agency Contact listed on the Grant/Cooperative Agreement Form FNS-529, box 7.

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in [2 CFR 200.308\(f\)](#) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply. If the purpose, time, and effort of the grant have already been met, the Agency will not approve amendments to the project solely for the purpose of utilizing unobligated funds.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 30 calendar days before the end of the grant period of performance. Any request received after this time will not be considered. Timeliness of report submissions may be considered by the Agency when approving amendments.

4. **Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

REPORTING

5. **Annual and Final Progress Reports:** Unless otherwise approved, the OMB-approved FNS-908 Performance Progress reports must be received by Agency within 30 days following the end of each Federal fiscal annual period. These reports should cover the preceding annual period of activity. A final report identifying the accomplishments and results of the project is due no later than 120 calendar days after the period of performance end date.

As aforementioned, unless otherwise approved, the Recipient must use the standardized FNS-908 Performance Progress Report for all Progress Reports. FNS-908 Performance

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Progress Report Program Activities should include objectives, activities, and indicators which are specific to this grant. Please be sure to use the correct FNS-908 and associated Program Activities when reporting program performance for this grant. When reporting program performance, the Recipient should relate financial data and accomplishments to performance goals and objectives of the award. When completing the FNS-908 Performance Progress Report, the Recipient will be giving consideration to the following information:

- Goals/objectives and the activities performed in support of these goals/objectives;
- A narrative description of project progress comparing actual accomplishments to the objectives, tasks completed, and roadblocks or problems;
- Reasons why goals and objectives were not met, if appropriate, particularly at predefined go/no-go decision points, and justification of decision to proceed;
- Budget impact and/or cost information to demonstrate cost effective practices associated within the reporting period;
- Key activities planned for the next report period or a final accomplishment statement if the project has been completed;
- Findings or activities which may require changes in schedules, accomplishments, or costs, particularly those changes which may impact the Recipient's ability to utilize grant funds within the specified time period;
- Other pertinent information including, when appropriate, analysis and explanation of cost overruns; and
- Any unique aspects that you would like to share.

The Recipient must immediately report any problems, delays, or adverse conditions that impair the Recipient's ability to meet the grant/cooperative agreement objectives. The notification must include information on action taken or contemplated in response to the problem and any assistance needed to resolve the situation.

All materials developed with funding from this agreement must be submitted in an electronic format (preferably Microsoft Word). The Recipient is strongly encouraged to submit Progress Reports via electronic mail to the Grants Officer listed on the FNS-529.

Financial Status Reports: The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>. This report must be entered within 30 days after the close of each Federal fiscal quarter period. The Final Financial Report must be entered into FPRS within 120 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

REGULATORY AND STATUTORY REQUIREMENTS

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- 6. Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

Government-wide Regulations

- [2 CFR Part 25: "Universal Identifier and System for Award Management"](#)
- [2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"](#)
- [2 CFR Part 175: "Award Term for Trafficking in Persons"](#)
- [2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension \(Non-Procurement\)"](#)
- [2 CFR 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"](#)
- [2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"](#)
- [2 CFR Part 415: "General Program Administrative Regulations"](#)
- [2 CFR Part 416: "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"](#)
- [2 CFR Part 417: "Non-Procurement Debarment and Suspension"](#)
- [2 CFR Part 418 "New Restrictions on Lobbying"](#)
- [2 CFR Part 421: "Requirements for Drug-Free Workplace \(Financial Assistance\)"](#)
- [7 CFR Part 3: "Debt Management"](#)
- [7 CFR Part 16: "Equal Opportunity for Religious Organizations"](#)
- [41 U.S.C. Section 22 "Interest of Member of Congress"](#)
- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 U.S.C. 552a](#), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the "Freedom of Information" regulation ([5 U.S.C. 552](#))

PROPERTY STANDARDS

- 7. Insurance Coverage:** The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.
- 8. Intangible Property:**

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- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award ([41 CFR 105-72.406](#)). The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work for “Federal purposes” and to authorize others to do so. Federal purposes” include the use of award products in activities or programs undertaken by the Agency, in response to a governmental request, or as otherwise required by federal law. The Agency may request copies of an award product for not-for-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged. However, the Agency’s use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product.” The Recipient is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at [37 CFR P401](#).
- b. The Agency has the right to:
 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency must request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA ([5 U.S.C. 552\(a\)\(4\)\(A\)](#)).
- d. As defined in [2 CFR 200.315](#), title to intangible property (see definition for *Intangible property* in [2 CFR 200.1](#)) acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient must use that property for the originally authorized purpose and must not encumber the property without Agency

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approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

9. **Federally-owned and exempt property:** Title to federally-owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally-owned property in its custody to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for instruction on utilization or disposition ([2 CFR 200.312](#)).
10. **Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost as defined by 2 CFR 200.313. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number, or FAIN), the title holder, the acquisition date, the percentage of Federal participation in the project costs for the Federal award under which the equipment was acquired, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken, and the results reconciled with the equipment records every two years or at the grant close out, based on which of these occurs first. A Tangible Personal Property Report, SF-428, 428B, and 428S, must be submitted at award close-out to report the status of the equipment. The Recipient will follow the Agency's equipment disposition guidance and procedures as defined in [2 CFR 200.312](#).

11. **Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

PROCUREMENT STANDARDS

The recipient will adhere to all procurement standards, including those listed below, if applicable, as found in [2 CFR 200.318 through 2 CFR 200.323](#), however, State recipients will comply with [2 CFR 200.317](#). When procuring property and services

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under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds.

General procurement standards: The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with [2 CFR 200.318\(j\)\(1\)](#), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

Buy America Preference in Federal Financial Assistance Programs for Infrastructure

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

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Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

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Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

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When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[USDA Buy America Waivers for Federal Financial Assistance | USDA\]](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;

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- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been:

- (i) Processed into a specific form and shape; or
- (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

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(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

12. **FNS Build America Buy America Waiver Process:** A written request to waive the application of the domestic content procurement preference must be submitted to FNS at, sm.fn.fm-grantpolicy@usda.gov, and must include the following in the title of the email: “(Title of Grant) – Buy American Preference Waiver Request”. Please also use the following suggested format with the waiver exception request:

- Exception being requested (#1-#3 listed in waivers section above) along with a brief narrative explaining the need for the waiver request.
- Include a section with specific information that supports the exception being requested.
- Attach any supporting documentation such as estimates, invoices, receipts, letters of support, and/or any other documentation that would support the exception requested.

Waiver requests will be decided on a case-by-case basis. FNS will be responsible for seeking public comment of no less than 30 days on General Applicability waiver (#1 listed in waivers section above) requests, while all other waiver requests (#2-#3 listed in waivers section above) are subject to a minimum 15-day public comment period. All waiver requests will be posted for public comment at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>. Additionally, all waivers must be reviewed by the Made in America Office before a final decision is provided. The Made in American Office will notify FNS of its determination. The decision provided is final and there is no further appeal process.

There may be instances where an award qualifies, in whole or in part, for an existing approved USDA-wide waiver described at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>. This website provides information on the

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currently approved Buy American for Infrastructure Waivers for De Minimis, Small Grants and Minor Components. These waivers are separate and distinct from the waivers and accompanying waiver request process listed above.

A general description of the existing waivers can be found below:

- 1) The De Minimis Waiver is a general applicability public interest waiver where a Federal agency sets a de minimis threshold for infrastructure project purchases. For example, if an agency establishes a de minimis threshold of 5% of applicable project costs up to a maximum of \$1,000,000, then up to \$50,000 in infrastructure costs would be exempt from the Buy American for Infrastructure requirements, where applicable project costs are defined as material costs subject to the Buy America preference.
- 2) The Small Grants Waiver applies to awards when (i) the total Federal award does not exceed the Simplified Acquisition Threshold, currently set at \$250,000; and (ii) the Federal award amount, inclusive of other funding sources for the infrastructure project, is not anticipated to exceed the Simplified Acquisition Threshold for the life of the Federal award.
- 3) The Minor Components Waiver allows for minor deviations for miscellaneous minor components within iron and steel products in a project when there is no domestic component available. This waiver allows recipients of USDA funds to use non-domestically produced miscellaneous minor component comprising no more than 5% of the total material cost of an otherwise domestically produced iron and steel product to be used. The recipient is expected to provide analysis that the awarding agency and staff office will need to verify and validate.

Prior to entering into any procurement transactions related to the grant award, grant recipients and sub-recipients must provide the awarding agency with advanced notification of their intent to utilize an existing USDA Buy American for Infrastructure Waiver. The grant recipient or sub-recipient must receive concurrence from their awarding agency prior to proceeding with utilizing the USDA Buy American for Infrastructure Waivers. Notifications must be sent to sm.fn.fm-grantpolicy@usda.gov, and a final concurrence or denial will be provided within 15 days or receipt. The response provided is final and there is no further appeal process.

13. **Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with [2 CFR 200.319](#).
14. **Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at [2 CFR Part 180](#) and 2 CFR Part [417](#) by doing any one of the following:

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- a. Checking the System for Awards Management (SAM) to determine if the applicant or Recipient has been debarred or suspended. This information can be found at <https://www.sam.gov/>
- b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Recipient or sub-Recipient electing this must devise its own.
- c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.

15. Geospatial Data:

USDA Mission Areas, agencies, and staff offices will ensure that contracts, grants, agreements, and business processes are written to ensure that geospatial data collected utilizing Federal funds is high quality and meets the business requirements. ([DR 3465-01](#))

16. Scientific Integrity:

Any express requirements will be set forth in individual agreements, contracts, statements of work, memoranda of understanding, etc., and/or established via issuance of a separate rule or other Departmental policy. ([DR-1074-001](#))

17. Public Access to Scholarly Publications and Digital Scientific Research Data:

The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable ([DR-1020-006](#))

18. Civil Rights:

Assurance of Civil Rights Compliance for SNAP:

Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section 11(c) of the Food and Nutrition Act of 2008, as amended (7 U.S.C. 2020), Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA

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Amendments Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at 28 CFR part 35 and 36, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP. This includes program-specific requirements found at 7 CFR part 15 et seq. and 7 CFR 272.6. This assurance is given in consideration of and for the purpose of obtaining any and all Federal assistance extended to the State by USDA under the authority of the Food and Nutrition Act of 2008, as amended. Federal financial assistance includes grants, and loans of Federal funds; reimbursable expenditures, grants, or donations of Federal property and interest in property; the detail of Federal personnel; the sale, lease of, or permission to use Federal property or interest in such property; the furnishing of services without consideration, or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient; or any improvements made with Federal financial assistance extended to the grantee by USDA. This assistance also includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the grantee agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, USDA, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the grantee, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

RECORD RETENTION AND ACCESS

- 19. Evaluation and Access to Records:** The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews

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and audits at any time during the term of the agreement. In addition, the Recipient shall make all records pertaining to activities under the grant available for audit purposes. The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations. Records pertaining to this grant shall be retained by the Recipient for a period of three years from the date of the submission of the annual financial status report, as required under [2 CFR 200.334](#).

NONCOMPLIANCE AND TERMINATION

- 20. Noncompliance:** As provided in [2 CFR 200.340](#), the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. **The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination.** If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

OTHER REQUIREMENTS

- 21. USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Recipient must include in any publication resulting

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from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

22. Liabilities: The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, [28 U.S.C. 2671 et seq.](#)

23. Privacy Act Policy: The USDA Food and Nutrition Service does not collect any personal identifiable information without explicit consent. To view the Agency’s Privacy Act Statement, visit: <https://www.fns.usda.gov/privacy-policy>.

24. Program Income: Program income is money that is earned or received by a Recipient or a sub-Recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The Federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

Income Earned During the Award Period: The Federal share of program income earned during the award period shall be retained by the Recipient and, unless the award specifies how such income will be used, the Recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

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If income is to be returned to the Agency, the grantee should utilize the ASAP.gov System. If a check must be submitted, the check should be made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service
ATTN: Accounting Division
P.O. Box 979027
St. Louis, MO 61397-9000

All checks must include: Project Fiscal Year, Agency Name, and GAD Number. Checks lacking the above information will be returned to the grantee.

Whenever possible, the grantee will return any unobligated funding to the Agency via the ASAP.gov account. The grantee will minimize any transactions utilizing physical checks.

The grantee will draw only those funds needed for to pay for expenditures. The draws for these expenditures will occur no more than 3 days in advance of need whenever possible.

POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS

25. Post-closeout adjustments: If the Recipient needs to return funds at the end of the grant period, the Recipient shall log in to their ASAP account and conduct a book adjustment to return the funds electronically. ASAP is only accessible to those with an ASAP login, so the Recipient will need to contact the ASAP help desk directly at [ASAP Help Desk](#) if assistance is needed. The closeout of a Federal award does not affect:

- The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
- The obligation of a Recipient to return funds as a result of later cost adjustments;
- Audit requirements;
- Property management and disposition requirements; and
- Record retention requirements.

26. Collections: Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest

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will accrue on this overdue debt in accordance with the Federal Claims Collections Standards ([31 CFR 900 through 999](#)).

UNITED STATES DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE		1. GRANT/AGREEMENT NO USDA-FNS-SNAP-24-EVS-NH		2. FEDERAL AWARD DATE 09/20/2024	
GRANT/COOPERATIVE AGREEMENT		3. IS THIS AN R&D AWARD? ☐ YES ☒ NO		5. UNIQUE ENTITY IDENTIFIER (UEI) LA2HR1U97VC6	
		4. CFDA NUMBER 10.561		6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
7. FEDERAL AWARDOING AGENCY Benjamin Snyder USDA Food and Nutrition Service		8. CFDA NAME State Administrative Matching Grants for the Supplemental Nutrition Assistance Program			
9. RECIPIENT NAME New Hampshire Department of Health and Human Services 129 Pleasant Street Special Investigations Unit Concord, NH 03301-3852		10. ACCOUNTING AND APPROPRIATION DATA FN.SN.4080.44.0200 242424			
		11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$61,284.00		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$61,284.00	
		13. TOTAL AMOUNT OF THE FEDERAL AWARD \$61,284.00			
14. PLACE OF PERFORMANCE NH: New Hampshire		15. BUDGET APPROVED BY AWARDOING AGENCY \$61,284.00			
		16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) \$0.00		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) 0.00%	
18. MAIL REQUESTS FOR REIMBURSEMENT TO Payments made via ASAP Letter of Credit		19. SPONSOR(SPONSORING FNS PROGRAM) Christine Daffan FY24 Earnings Verification Support			
		20. START DATE 09/25/2024		21. END DATE 09/30/2025	
22. FEDERAL AWARD PROJECT DESCRIPTION Procurement of Equifax contract to electronically verify income for program integrity purposes.					
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments), and 2 CFR Part 418 (New Restrictions on Lobbying).					
23. REMARKS					
SIGNATURE OF GRANTEE/COOPERATOR			UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual)		DATE 9/24/2024	SIGNATURE (Grant Official)		DATE
NAME (Type) Christine Santaniello			NAME (TYPE) Lynn Rodgers-Kuperman		
TITLE Associate Commissioner			TITLE Director, Grants and Fiscal Policy Division		
TELEPHONE NUMBER (603) 271-5023			TELEPHONE NUMBER 703-305-2595		