

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (PSC) is made and entered into by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as "HSD", and **Cooking with Kids, Inc.**, hereinafter referred to as "Contractor", and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

In the Cooking with Kids program, the contractor shall introduce children to affordable healthy foods to prepare dishes from around the world while learning about many cultures and agricultural traditions. The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this PSC, and incorporated in this PSC by reference.

2. **Compensation.**

A. The total amount payable to the Contractor under this PSC, including any applicable tax and expenses, shall not exceed three hundred ninety nine thousand nine hundred fifty eight dollars and zero cents, \$399,958.00. This amount is a maximum and not a guarantee that the work assigned to Contractor under this PSC to be performed shall equal the amount stated herein.

B. HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed \$399,958.00 (as set forth in Paragraph A and Exhibit B, FY10 Budget) excluding gross receipts tax. Being that the contractor is a non-profit organization, Contractor is not subject to the liability of gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by HSD. All invoices MUST BE received by HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS PSC SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY DFA. This PSC shall terminate on **June 30, 2010** unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This PSC may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this PSC, HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if HSD is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this PSC. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this PSC may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by HSD or if, during the term of this PSC, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS PSC.

B. Termination Management. Immediately upon receipt by either HSD or the Contractor's of notice of termination of this PSC, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this PSC without written approval of HSD; 2) comply with all directives issued by HSD in the notice of termination as to the performance of work under this PSC; and 3) take such action as HSD shall direct for the protection, preservation, retention or transfer of all property titled to HSD and records generated under this PSC. Any non-expendable personal property or equipment provided to or purchased by HSD with contract funds shall become property of HSD upon termination and shall be submitted to HSD as soon as practicable.

5. Appropriations.

The terms of this PSC are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this PSC. If sufficient appropriations and authorization are not made by the Legislature, this PSC shall terminate immediately upon written notice being given by HSD to the Contractor. HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If HSD proposes an amendment to the PSC to unilaterally reduce funding, the Contractor shall have the option to terminate the PSC or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this PSC. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment.

The Contractor shall not assign or transfer any interest in this PSC or assign any claims for money due or to become due under this PSC without the prior written approval of HSD.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this PSC without the prior written approval of HSD.

9. Release.

Final payment of the amounts due under this PSC shall operate as a release of HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this PSC.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this PSC shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of HSD.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this PSC shall become the property of the State of New Mexico and shall be delivered to HSD no later than the termination date of this PSC. Nothing developed or produced, in whole or in part, by the Contractor under this PSC shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the PSC. The Contractor certifies that the requirements of the Governmental

Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This PSC shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This PSC incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written PSC. No prior PSC or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this PSC.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this PSC. If Contractor is found not to be in compliance with these requirements during the life of this PSC, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this PSC, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this PSC, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this PSC.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this PSC may be terminated by HSD.

19. Records and Audit.

The Contractor shall maintain, for five (5) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by HSD and the State Auditor. HSD shall have a right to audit billings both before and after payment; payment under this PSC shall not foreclose the right of HSD to recover excessive and/or illegal payments.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this PSC, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this PSC. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this PSC is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this PSC, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price PSCs without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price PSC) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

If any term or condition of this PSC shall be held invalid or unenforceable, the remainder of this PSC shall not be affected and shall be valid and enforceable.

23. Enforcement of PSC.

A party's failure to require strict performance of any provision of this PSC shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this PSC shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this PSC shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: Human Services Department
Candice Hewitt, Program Manager
P.O. Box 26507
Albuquerque, New Mexico 87125

To the Contractor: Cooking with Kids, Inc.
Lynn Walters
P.O. Box 6113
Santa Fe, New Mexico 87502-6113

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this PSC on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Debarment And Suspension And Other Responsibility Matters.

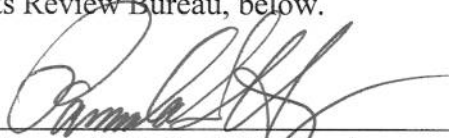
A. Pursuant to 45 C.F.R. Part 76, Contractor certifies by signing this PSC, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. Contractor's certification in Paragraph A is a material representation of fact upon which the HSD relied when this PSC was entered into by the parties. Contractor shall provide immediate written notice to HSD's Program Manager if, at any time during the term of this PSC, Contractor learns that its certification in Paragraph A was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's certification in Paragraph A was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, HSD may terminate the PSC.

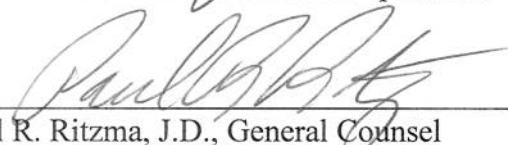
C. As required by 45 C.F.R. Part 76, Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to HSD, in writing, whether as of the time of award of the subcontract, the sub-Contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to HSD when it requests sub-Contractor approval from HSD. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, HSD may refuse to approve the use of the sub-Contractor.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, parties have executed this PSC as of the date of signature by the DFA Contracts Review Bureau, below.

By: 
Pamela S. Hyde, J.D., Secretary
New Mexico Human Services Department

Date: 7/13/09

By: 
Paul R. Ritzma, J.D., General Counsel
New Mexico Human Services Department

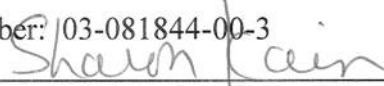
Date: 7/2/09

By: 
Contractor

Date: 7/6/09


The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-081844-00-3

By: 
New Mexico Taxation and Revenue Department

Date: 7-14-09

This PSC is approved by the DFA Contracts Review Bureau:

By: 
Contracts Review Bureau
New Mexico Department of Finance and Administration

Date: 8-19-09



Exhibit A

Detailed Scope of Work and Performance Measures– Cooking with Kids, Inc.

Related State Objectives

Cooking with Kids supports the following state SNAP objectives:

1. By the end of each project, participants who do not consume US Dietary Guideline recommendations will:
 - i. increase their intake of fruits and vegetables by 1-2 cups per week
 - ii. increase their intake of whole grains by 12 ounces per week

a. ***Audience.***

Cooking with Kids (CWK) targets elementary school children from pre-kindergarten through sixth grade in Santa Fe Public Schools (SFPS) at schools where 50 percent or more of students qualify for free/reduced price school meals. Twelve to 14 schools will participate, all of which have free/reduced-price meal rates at or above 50 percent. Between 4,200 and 4,800 children will participate in CWK class series. In addition, approximately 1,000 family members will participate as volunteers.

b. ***Focus on SNAP Eligibles.***

It is not feasible or desirable to separate young food stamp recipients from their peers in the school or other settings. Cooking with Kids seeks a waiver to conduct programs in schools at which 50 percent or more of students are eligible to receive free or reduced price meals. Food educators will not conduct Cooking with Kids classes in schools with rates below 50 percent.

c. ***Project Description.***

In the Cooking with Kids program, children will use affordable healthy foods to prepare dishes from around the world while learning about many cultures and agricultural traditions.

A class series usually consists of an hour-long introductory class, five hour-long fruit and vegetable tasting classes and five two-hour-long multicultural cooking classes, for a total of 16 hours. The introductory class provides a framework for the classes that follow.

Classroom teachers teach the tastings, which are simple non-cooking classes. In schools new to the program, the food educator will work with the classroom teachers to teach the first tasting class. Two to five schools will participate in tasting classes only.

Food educators teach the cooking classes with assistance from the classroom teachers and parent and community volunteers. Cooking with Kids involves families in their children's public school education, many of whom may otherwise feel excluded and intimidated by schools. Using Spanish/English forms provided by Cooking with Kids, teachers invite parents to participate in cooking classes with their children.

Recipes from each cooking class are adapted for school food service. Food service employees prepare the dishes in the school cafeterias and serve them to the students as a lunch meal. As needed, CWK staff members train food service workers to prepare the dishes, while schools provide the food. As part of evaluation efforts, CWK staff observe acceptance of the dishes up to twice a month while they assist in serving the students. Well-accepted meals are added to the menu cycle. All 21 SFPS elementary school cafeterias currently prepare and serve CWK meals several times per month. Several CWK meals are also included in middle school menus.

Cooking with Kids may provide after-school programming and family cooking classes in up to five schools. Family cooking classes reach adult family members unable to participate in school day activities. In addition, CWK may provide summer programming in collaboration with the community and school district.

Doña Ana program:

As mentioned in the kIdsCAN section above, Cooking with Kids will continue to assist with an afterschool and school days programming in FY10 in collaboration with Doña Ana County Cooperative Extension Service's kIdsCAN program. CWK will provide student food journals at cost to the project, if available. CWK staff members will advise the ICAN educator regarding curriculum implementation and classroom logistics.

d. ***Summary of Research.***

See Section E of the ICAN and kIdsCAN portions of the narrative, above.

e. ***Modification of Project Methods/Strategies.***

Pre-K classes

In FY10, Cooking with Kids will continue to conduct tasting and/or cooking classes in Pre-K classrooms which are located at current CWK schools. The project directors will adapt the materials as necessary (funded through other sources) for this audience.

Middle school classes

Several Santa Fe schools are transforming from elementary schools into K-8 schools. Consequently, Cooking with Kids may expand services to include seventh and eighth grade students. If so, the curriculum (funded through other sources) and teaching methods will be adapted for the older students, possibly focusing on skill acquisition.

Gardening

Cooking with Kids partners with school gardening initiatives, but may create its own gardening pilot program within SNAP-Ed guidelines.

CWK Superchefs

The chefs initiative pairs volunteer chefs with schools in order to model and share culinary skills necessary for preparing healthful foods. Each chef partners with a school, in order to create and sustain relationships and develop new ideas with students, teachers, and CWK staff. This program was piloted in FY09 using other funding sources.

NMSU

In connection with NRI funding through Colorado State University, Cooking with Kids will be providing training to ICAN home economists and educators in conducting CWK Fruit and Vegetable Tastings. We will continue to provide technical assistance, as needed, throughout the year.

Follow-up evaluation

Cooking with Kids may work with a graduate student at NMSU or the University of New Mexico to collect follow-up data on children who participate in its program. NMSU and CWK may jointly fund a stipend for the graduate student.

f. *Use of Existing Educational Materials.*

Give the title, author and description of existing educational materials that will be used in the delivery of the project/intervention. Specify the language(s) in which the materials will be used including English. Indicate whether the materials will be purchased and justify the need and cost.

Using non-federal funds, Cooking with Kids has developed its own original cooking and tasting curricula, as well as student workbooks. All materials are provided in a bilingual Spanish-English format.

g. *Development of New Educational Materials.*

The CWK directors are now updating the curriculum guides for the cooking curriculum and the tasting curriculum. The only costs incurred by SNAP Ed will be copying expenses. In addition to recipes that are sent home to families in Spanish and English, CWK staff may develop bilingual family newsletters to extend the reach of the program to parents and other family members.

h. *Key Performance Measures/Indicators.*

The process evaluation measures below are related to the SNAP objectives listed above:

Participants will demonstrate increased culinary skills.

Participants will demonstrate the ability to prepare recipes with minimal amounts of salt, sugar, and fat.

Participants will demonstrate increased knowledge of the use of traditional foods in meals.

Participants will demonstrate the ability to prepare recipes using fresh fruits and vegetables.

Participants will demonstrate the ability to prepare recipes that use whole grains.

Participants will report increased preference for fruits and vegetables.

3. *EVALUATION PLANS - Cooking with Kids (CWK)*

a. Post tests

At the end of each class, the food educator asks students questions about the foods prepared and eaten. Students respond with a show of hands. The questions vary by grade level. Answers are recorded and tabulated across the entire program. The feedback allows the program directors to assess self-reported attitudinal and behavior of participants. Student comments and success stories are documented by food educators.

b. NRI study

A four-year grant from the United States Department of Agriculture, National Research Initiative (NRI) in the amount of \$1,096,000 to a researcher at Colorado State University is providing an extraordinary opportunity to utilize quantitative and qualitative measures to evaluate program impact. (This researcher was formerly located at the University of New Mexico.) Federal SNAP-Ed funds will not pay and have never paid any of the costs of this study. Entitled "Cooking with Kids: Integrating Classroom, Cafeteria, and Family Experiences to Increase Fruit and Vegetable Preference and Intake," the project is investigating students' attitudes and behaviors towards eating fruits and vegetables as well as examining family food preparation and eating practices. Data collection will be concluded in Spring 2009.

This integrated research, education and extension project is studying the effects of two levels of intensity and enhancement of the Cooking with Kids program on fruit and vegetable intake and on determinants of food choice (fruit and vegetable preference and availability, cooking attitudes and self-efficacy and family food preparation and eating practices). This project involves partners from school food and nutrition programs, community nutrition research, and Cooperative Extension in the areas of project design, implementation and evaluation, and dissemination.

The aims of the project are the following:

- Refine and test Cooking with Kids classroom, cafeteria and family intervention components; refine previously piloted instruments to assess determinants of food choice through rigorous validity and reliability testing; and refine and test process and other outcome evaluation measures.
- Design and carry out an investigation over two years of the effects of two versions of the CWK program on fourth graders and their parents. One version of CWK includes the full classroom curriculum + tastings + cafeteria meals + family intervention. The other includes

only the tastings curriculum + cafeteria meals + family intervention. Both will be compared to a control group.

- Disseminate Cooking with Kids intervention and evaluation components through training and technical assistance to other school districts and community nutrition programs using the Cooperative Extension network. Training will be provided to New Mexico Home Economists and Educators in fall 2009.

HSD will conduct an ME of Cooking with Kids at least every other year using a procedure similar to that used by the USDA in evaluating NM SNAP-Ed.

4. *COORDINATION EFFORTS - Cooking with Kids (CWK)*

Cooking with Kids collaborates with a number of agencies in its work:

- CWK will conduct its program in 12 to 14 elementary schools in FY10.
- CWK coordinates closely with regional agricultural producers to purchase ingredients for cooking and tasting classes whenever possible.
- CWK supports the district's farm to school efforts.
- CWK Executive Director participated as a member of the Healthy Lifestyles Taskforce for the City of Santa Fe.
- CWK Program Director is working with New Mexico PED Team Nutrition Grant, which includes SF Indian School, SFPS Student Nutrition services and DOH.
- CWK, in collaboration with SFPS and local funders, will provide summer programming, if possible.
- CWK collaborates with Salazar Partnership Health Promotion Project to provide Family Nights.

Exhibit B - Cooking with Kids SNAP-Ed State FY10 Budget

CWK SFY10 SNAP-Ed Budget Total =	\$812,424
CWK Cost Share =	\$412,466
Maximum Federal Drawdown =	\$399,958

State FY10 – 1st Fiscal Quarter - July 1, 2009- September 30, 2009

FFY09 total 4th quarter

Contractor Cost Share

\$415,961.00 X 25% **\$103,990.25**

Federal Drawdown

\$378,146.00 X 25% **\$94,536.50**

No carry-over of balance to next quarter

State FY10 – 2nd, 3rd, 4th Fiscal Quarters - October 1, 2009- June 30, 2010

FFY10 total 1st, 2nd, 3rd quarters

Contractor Cost Share

\$411,301.00 X 75% **\$308,475.75**

Federal Drawdown

\$407,229.00 X 75% **\$305,421.75**

No carry-over of balance to next state fiscal year

Project Name: Cooking with Kids FFY09						
	(a) Non-Federal Public Funds a;ldkfj		(b) Non-Federal Non-Public Funds	(c) Total Non- Federal Funds (a+b)	(d) Federal Funds a;ldkjfdkfl;a	Total Funds (c+d)
	Cash	In-kind	Cash			
1. Salary/Benefits	\$ 285,726.00	\$ 30,888.00	\$ -	\$ 316,614.00	\$ 254,383.00	\$ 570,997.00
2. Contracts/Grants/ Agreements**	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00	\$ 13,200.00	\$ 18,450.00
3. Non-Capital Equipment/Supplies	\$ 9,425.00	\$ -	\$ -	\$ 9,425.00	\$ 19,932.00	\$ 29,357.00
4. Educational Materials	\$ 29,300.00	\$ -	\$ -	\$ 29,300.00	\$ 35,288.00	\$ 64,588.00
5. Travel**		\$ -	\$ -	\$ -	\$ 5,966.00	\$ 5,966.00
6. Administrative		\$ -	\$ -	\$ -		\$ -
7. Building/Space	\$ 18,929.00	\$ -	\$ -	\$ 18,929.00	\$ 10,000.00	\$ 28,929.00
8. Maintenance	\$ 30,283.00	\$ -	\$ -	\$ 30,283.00	\$ 1,000.00	\$ 31,283.00
Sub-total 1-8	\$ 378,913.00	\$ 30,888.00	\$ -	\$ 409,801.00	\$ 339,769.00	\$ 749,570.00
9. Equipment & Other Capital Expenditures	\$ 6,160.00	\$ -	\$ -	\$ 6,160.00	\$ 4,000.00	\$ 10,160.00
10. Total Direct Costs	\$ 385,073.00	\$ 30,888.00	\$ -	\$ 415,961.00	\$ 343,769.00	\$ 759,730.00
11a. Indirect Cost***	\$ -	\$ -			\$ 34,377.00	\$ 34,377.00
11b. Indirect as match	\$ -					\$ -
12. Total Costs	\$ 385,073.00	\$ 30,888.00	\$ -	\$ 415,961.00	\$ 378,146.00	\$ 794,107.00

2. BUDGET INFORMATION BY PROJECT

Cooking with Kids FFY10

Expenses*	(a) Non-Federal Public Funds		(b) Non-Federal Non-Public Funds	(c) Total Non- Federal Funds (a+b)	(d) Federal Funds	Total Funds (c+d)
	Cash	In-kind	Cash			
1. Salary/Benefits	261,796	35,693	20,000	317,489	288,577	606,066
2. Contracts/Grants/ Agreements**	1,900	-	4,800	6,700	8,300	15,000
3. Non-Capital Equipment/Supplies	3,500	-	11,100	14,600	21,875	36,475
4. Educational Materials	11,442	-	8,858	20,300	33,450	53,750
5. Travel**	-	-	-	-	7,006	7,006
6. Administrative	-	-	-	-	-	-
7. Building/Space	20,929	-	1,000	21,929	10,000	31,929
8. Maintenance	30,283	-	-	30,283	1,000	31,283
Sub-total 1-8	329,850	35,693	45,758	411,301	370,208	781,509
9. Equipment & Other Capital Expenditures						
10. Total Direct Costs	329,850	35,693	45,758	411,301	370,208	781,509
11a. Indirect Cost***	-	-	-	-	37,021	37,021
11b. Indirect as match	-	-	-	-	-	-
12. Total Costs	329,850	35,693	45,758	411,301	407,229	818,530