

HUMAN SERVICES DEPARTMENT
STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico, **Human Services Department** (hereinafter referred to as "HSD") and **Department of Health**, (hereinafter referred to as the "Contractor") and is effective as of the date set forth below upon which it is executed by the Contractor and HSD.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor will focus primarily on young families with small children visiting WIC clinics and performing all services detailed in Scope of Work, Exhibit A, attached to this GSA, and incorporated in this GSA by reference.

2. Compensation.

A. The total amount payable to the Contractor under this GSA shall not exceed two hundred ninety nine thousand one hundred forty three dollars (\$299,143.00) detailed in Exhibit B, FY10 Budget, attached to this GSA. This amount is a maximum and not a guarantee that the work assigned to Contractor under this GSA 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 \$299,143.00 (as set forth in Exhibit B). The obligated Contractor cost share of 51% shall be processed as follows: 1% shall be met between September 1, 2009 and December 31, 2009, and the other 50% proportional to each invoice. 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 the 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 GSA shall be effective July 01, 2009, and shall terminate on June 30, 2010, unless amended, extended, or terminated pursuant to the terms of this GSA, but not enforceable against the State of New Mexico until signed by all of the parties.

4. Termination.

A. Termination. This GSA 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 GSA, HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the HSD's receipt of the notice of termination, if HSD is the terminating party, or the Contractor's sending of the notice of termination, if the 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 GSA. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by HSD or if, during the term of this GSA, the 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 THE CONTRACTOR'S DEFAULT/BREACH OF THIS GSA.

B. Termination Management. Immediately upon receipt by either HSD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA 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 GSA; 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 GSA. Any non-expendable personal property or equipment provided to or purchased by the Contractor 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 GSA are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this GSA. If sufficient appropriations and authorization are not made by the Legislature, this GSA 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the GSA 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 HSD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of HSD vehicles, or any other benefits afforded to HSD employees of the State of New Mexico as a result of this GSA. The Contractor agrees not to purport to bind HSD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this GSA 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 GSA.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this GSA 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 GSA shall become the property of the State of New Mexico and shall be delivered to HSD no later than the termination date of this GSA. Nothing developed or produced, in whole or in part, by the Contractor under this GSA 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 GSA. 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 GSA shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This GSA 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 GSA. No prior GSA or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this GSA.

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 GSA. If Contractor is found not to be in compliance with these requirements during the life of this GSA, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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 GSA, 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 GSA.

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 GSA may be terminated by HSD.

19. Records and Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the GSA's term and effect and retain them for a period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by HSD, the Department of Finance and Administration and the State Auditor. HSD shall have the right to audit billings both before and after payment. Payment under this GSA shall not foreclose the right of HSD to recover excessive or illegal payments.

20. Invalid Term or Condition.

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

21. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this GSA 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 GSA 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.

22. Notices.

Any notice required to be given to either party by this GSA 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 HSD: Candice Hewitt, Contract Manager
Human Services Department
P.O. Box 26507
Albuquerque, New Mexico 87125

To Contractor: Robert Horvitz, Contract Manager
Department of Health
1190 St. Francis Dr.
Santa Fe, NM 87502

23. Authority.

If Contractor is other than a natural person, the individual(s) signing this GSA 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.

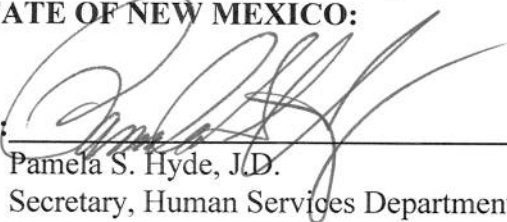
24. Debarment and Suspension.

A. Pursuant to 45 C.F.R. Part 76, the Contractor certifies by signing this GSA, 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 GSA, 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; (4) have not, within a three-year period preceding the effective date of this GSA, 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 GSA was entered into by the parties. Contractor shall provide immediate written notice to HSD's Contract Manager if, at any time during the term of this GSA, Contractor learns that its certification in Paragraph A was erroneous on the effective date of this GSA 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 GSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, the HSD may terminate the GSA.


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 \$25,000.00, 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.

IN WITNESS WHEREOF, the parties execute this GSA as set forth below:
STATE OF NEW MEXICO:

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

Date: 8/26/09

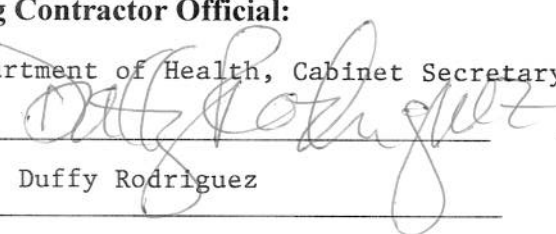
Approved as to form and legal sufficiency:

By: 
Carol A. Baca, Acting General Counsel
Human Services Department

Date: 8/25/09

Governing Contractor Official:

Title: Department of Health, Cabinet Secretary


Signature: 

Date: _____

Designee: Duffy Rodriguez

Date: 8/19/09

Approved as to Form and Legal Sufficiency:

By: 
General Counsel

Date: 8/19/09

Exhibit A – Scope of Work
Department of Health SNAP-Ed

Project Title: Healthy Home Cooking

a. Related State Objectives

Healthy Home Cooking (HHC) supports the following state SNAP-Ed objectives for program participants:

- 1.i. increase their intake of vegetables by 1-2 cups per week;
- 1ii. increase their intake of whole grains by 12 ounces per week; and
- 2vi. participants will hold family meals in which parents and children eat together at least 3 times a week.

b. Audience

HHC will focus primarily on young families with small children visiting WIC clinics. In addition, some HHC efforts will be directed to people going to food pantries.

c. Focus on SNAP-Eligibles

The New Mexico Department of Health administers the WIC program which serves 55% of pregnant woman and 48% of children ages 0-5 in the state. A waiver is requested to conduct the HHC program with people visiting WIC clinics. In addition, some HHC efforts may be directed to people going to food pantries; no waivers are requested for this Category 2 eligible population.

d. Project Description

HHC provides two healthy cooking venues. One is a short 15 to 30 minute cooking demonstration where SNAP-eligible adults observe healthy foods being prepared, taste the item and, if they choose, take the recipe home to prepare for their families. This venue is also used to recruit people to the series cooking classes.

The second venue is comprised of two 4 session cooking classes, one for beginners and one for advanced beginners. Participants learn how to prepare affordable and healthy foods, with an emphasis on preparing vegetables, beans, and whole grain entrees, and healthy beverages and snacks. While participants are encouraged to participate in all classes, each is self-contained allowing participants to attend what they can. This provides the opportunity for SNAP-eligible adults to improve their exposure to and understanding of culinary skills in and nutritional information on preparing healthy home cooked family meals at the level in which they are ready to learn.

The advanced beginner 4 session cooking class is new this year. In our 2009 efforts, some participants of the beginning classes asked for a second 4 week series. They expressed interest in delving deeper into preparing healthy and affordable home cooked meals for their family.

HHC is different from ICAN and Kids Cook in the target population it will reach. HHC is primarily focused on families visiting WIC clinics, a population largely underserved by either ICAN or Kids Cook. The Department of Health is making it a priority to supplement nutrition efforts currently being conducted by WIC nutritionists. No HHC efforts will be used to replace

WIC federally mandated nutrition education efforts. HHC will augment and enhance nutrition education efforts. The Department is requesting SNAP-Ed funding to provide additional support to families visiting WIC clinics who want to learn more about nutrition and healthy eating through the HHC program. WIC clinic visitors are made up of low-income families many of whose parents are young adults and would greatly benefit from learning how to prepare healthy and affordable family meals as they begin to shape their young family's eating behaviors.

Elements of HHC's Short Cooking Demonstration

SNAP-Ed nutrition educators will conduct continuous 15 to 30 minute cooking demonstrations during a 2 to 3 hour period primarily in the waiting rooms or classrooms of WIC clinics. The cooking demo may also be conducted in food pantries. Providing short demonstrations in areas where people congregate to receive services increases their exposure to nutrient dense foods and the likelihood that they will add a new healthy recipe to their repertoire of home cooked meals. The short demonstrations are also used to recruit participants to the 4 session beginner cooking class.

Cooking demonstrations focus on teaching adults how to prepare healthy single dish entrees, snacks and beverages. Foods prepared will be high in vitamin A or C or moderate to high in dietary fiber or low in sugars to support the program goals of increasing the consumption of fruits, vegetables, whole grains and unsweetened beverages. New this year, the cooking demonstrations will also focus on the new allowable WIC foods. This will provide WIC recipients with recipes and ways to use the new food items as part of their family meals and snacks.

People in the WIC waiting room will be invited to taste the food being prepared and to participate in the cooking demonstration. During the demonstration, nutrition educators will show participants how to prepare a healthy single dish entree, snack and/or beverage, discuss its nutritional merits and explain how to read a nutrition label. Participants will be given a recipe card and encouraged to prepare the item for their families. Recipes cards will include cooking instructions, a nutrition label, and a nutrition or physical activity message. Recipe cards will be in English and Spanish.

It is estimated that between 3,000 and 5,000 people will participate in the short cooking demonstrations. To extend the reach the healthy recipes they will be linked to DOH's Healthy Kids webpage (which is directed to parents, teachers and community organizations) and provided to the NM Human Services Department (HSD) for inclusion in their newsletter targeted to staff working in the Income Support Division (administers the Food Stamp and TANF programs). EARS data will be collected on people participating in the demonstrations and will be considered a single session direct program.

Elements of HHC's 4 Sessions Beginner and Advanced Beginner Cooking Classes

SNAP-Ed nutrition educators will conduct a 4 session beginner and a 4 session advanced beginner cooking class for DOH's targeted SNAP-eligible adults. In the beginner class, participants will learn how to prepare easy, affordable, tasty and nutritious foods. Ideally the classes will take place each week for four consecutive weeks. However in some instances, such

as some WIC clinics, nutrition educators will conduct the same beginner's lesson for 1-2 months and then move to the next lesson. This permits people visiting WIC clinics to attend the different classes concurrent with scheduled appointments. Each beginner class is self-contained, with the hope that individuals will return on their own for additional classes. Those participating in 3 or more of the classes will be awarded a certificate of completion.

For those wanting to go further, an advanced beginner healthy cooking class is being offered for the first time in 2010. The advanced class will delve deeper into healthy cooking practices using mostly unprocessed foods, learning to cook with seasonal ingredients, and identifying strategies to improve their nutritional status and prepare more healthy home cooked family meals.

Topics for both the 4 session beginner and advanced beginner class are:

1. Nurture a Fit Family: Eat Together & Be Active
2. Grains: The Foundation of a Healthy Diet
3. Vary your Veggies: Eat a Rainbow of Colors (orange, yellow & red)
4. Vary your Veggies: Eat a Rainbow of Colors (greens)

To help participants increase their intake of healthy foods within limited food budgets food items prepared in both the beginner and advanced beginner class meet the following criteria: high in vitamin A or C, moderate to high in fiber, low in fat and sugar, and less than \$1.00 a serving. In the beginner class the prep and cooking time will be no longer than 60 minutes and recipes will rely on the use of simple culinary techniques and limited kitchen equipment. Healthy cooking techniques taught in the beginner class are healthy sautéing, oven roasting and steaming. Nutrition educators are encouraged to select recipes using different cooking techniques throughout the 4 series class.

In both the beginner and advanced beginner class main course recipes are the focus, emphasizing the use of cooking with beans, vegetables and whole grains. Several recipes also use tofu, a recently added allowable WIC food item. All recipes are vegetarian however participants are told meat, poultry or fish can be added when being prepared at home. Since everyone has a different idea of what tastes good the flavors vary.

The recipe sheet is the centerpiece of the nutrition class. It not only provides a list of ingredients and cooking instructions but targeted nutrition information. Every recipe sheet contains the recipe's nutrition label, a nutrition message supporting healthy eating or active lifestyle, and asks participants to identify a strategy to support healthy eating. Recipes are in English and Spanish and participants are encouraged to prepare them for family meals.

The nutrition/culinary specialist will continue to review recipes from USDA's Nutrition Connection website, Loving Your Family curriculum, CDC websites and develop New Mexico specific recipes that meet the program's nutrition criteria, are inexpensive, and tasty. The specialist will convene training sessions on the beginning and advanced beginning cooking classes and monitor programs for their fidelity to implementation.

It is estimated that between 5,000 and 10,000 SNAP-eligible adults will participate in at least one

of the beginner cooking sessions and of those between 1,500 and 2,000 people will complete at least 3 sessions. It is estimated that between 100 and 200 SNAP-eligible adults will participate in the advanced beginner class.

e. Summary of Research

There is a growing body of research demonstrating that teaching cooking skills to low-income individuals and families has a positive effect on healthy eating. For example, in a program evaluation of Share Our Strength Operation Frontline, which enrolls local chefs to teach cooking skills to low-income individuals in more than 230 agencies in 16 counties nationwide, the study found that 74% of participants ate more fruits and vegetables; 82% of participants' cooking skills improved; and there was a 10% increase in how often families ate together (Jones & Flanagan, 2005).

Another study found that adding a cooking component to nutrition education class increased nutrition knowledge, preferences, and intent to change behavior significantly for elementary school children (Liquori, et al., 1998). Further, one study shows that blood cholesterol levels decreased for high school students participating in a 12 week "cook-off" program (Gans, et. al, 1990).

More directly related to the HHC class, an informal focus group with food pantry participants taking the class in Taos during the 2009 first quarter indicates that it is meeting its SNAP-Ed nutritional objectives. We found that all but one participant had made some of the recipes at home. Participants felt as if they had more control over preparing healthy meals by having learned how to cook in ways that are healthier. The inclusion of vegetables was the largest change in family meals. Most knew before the class that they should be eating more vegetables but few had known how to prepare a wide variety and make it an acceptable part of the family meal. One woman told us that she now builds her meal around vegetables rather than first thinking about the meat portion of the meal. Participants also shifted from consuming white grains to whole grains. The most dramatic shift was from using white tortillas to whole wheat ones. While participants liked brown rice, barley and bulgur served in the class price, lack of availability in food pantries and length of preparation time prevented many from incorporating whole grains into family meals. However one woman with diabetes said that her blood sugar remained more stable when she ate barley and bulgur wheat and that these grains had become part of her regular diet.

f. Modification of Project Methods/Strategies

There are several modifications DOH is making to HHC for 2010. First, the program will be expanded statewide. Statewide efforts will be administered under the leadership of DOH's 5 regional public health offices. Second, HHC will be focused primarily on people visiting WIC clinics. Third, the beginner cooking class will be more focused on achieving the behavior goals of increasing fruits, vegetables, grains and family meals. Fourth, an advanced beginner cooking class will be implemented. Finally, an evaluation method will be implemented to measure behavior change three months after a person has taken the class.

g. Use of Existing Educational Materials

There are several existing educational materials that will be used which include:

- *The Healthy Home Cooking Educator's Guide: Beginner;
- My Pyramid;
- My Pyramid for Kids;
- Eat Smart. Play Hard;
- Team Nutrition;
- Recipefinder.nal.usda.gov
- Eat Smart, Move More: North Carolina; and
- Culturally appropriate recipes developed by various programs.

* Available for review upon request

h. Development of New Educational Materials

No new curriculum materials will be developed.

i. Key Performance Measures/Indicators

A. For the short 15-30 minute cooking demonstration, one key indicator will be measured and tied to one objective listed above by the same number.

2vi. At the end of class session 1, 20% of participants will report they intend to hold family meals in which parents and children eat together at least 3 times a week.

B. For the 4 session class, three indicators will be measured and are tied to the three objectives listed above by the same numbers:

1.i. At the end of class session 4, 35% of participants will report they intend to increase their intake vegetables by 1-2 cups per week;

1ii. At the end of class session 2, 35% of participants will report they intend to increase their intake of whole grains by 12 ounces per week; and

2vi. At the end of class session 1, 35% of participants will report they intend to hold family meals in which parents and children eat together at least 3 times a week.

3. Evaluation Plans:

Short Cooking Demonstration

At a minimum, participants will be asked at the end of the demonstration if they liked the food item prepared, were likely to prepare it at home, if they intended to hold at least 3 family meals together every week, and numbers of participants taking the recipes.

The 4 Session Cooking Classes

At the end of each cooking session participants will be asked to complete a short closed-ended written survey. Questions will vary depending on the nutritional focus of the class, however they will all look at similar effects which are:

Before taking the class, the number of (family meals eaten together, vegetable intake, or whole grains) prepared or eaten in a typical week;

If the class helped participants understand the importance of (eating home cooked meals together, more veggies or whole grains);

If participants intend on preparing the recipe at home;

Now that they've taken the class, how many (home meals eaten together, vegetables or whole grains) do participants intend to prepare or eat in a week; and

The strategy they've developed to (prepare more meals eaten together, eat more vegetables or whole grains).

For the first time, evaluation methods indicators will be used to measure behavior changes three months after a person has taken the class. We will work with a program evaluator to develop the study's design and evaluation. The aim is to obtain a representative sample of participants to determine actual changes in vegetables, whole grains and home cooked family meals eaten together.

II. Healthy Eating for Parents and Kids (HEPAK)

a. Related State Objectives

Healthy Eating for Parents and Kids (HEPAK) supports the following state SNAP-Ed objectives for program participants:

- 1.i. increase their intake of fruits and vegetables by 1-2 cups per week

b. Audience

HEPAK is targeted to preschool children.

c. Focus on SNAP Eligibles

HEPAK targets those programs that serve the SNAP- eligible population. Targeted programs will be primarily in WIC clinics. A waivers for this group is requested.

d. Project Description

HEPAK is a classroom-style nutrition education program in which participants gain nutrition knowledge and receive healthy eating modeling through facilitative discussion and hands-on activities. Preschool children are targeted because eating and physical activity behaviors are being shaped during these years and more than half of the state's preschool children participate in the DOH administered WIC program.

HEPAK Efforts for Preschool Children

SNAP-Ed nutrition educators will use the Color Me Healthy curriculum from the North Carolina "Eat Smart Move More" campaign for its preschool nutrition education efforts. Color Me Healthy is a fun interactive curriculum teaching preschool children that healthy eating and physical activity are fun. It is designed to stimulate all of the senses of young children through the use of color, music and exploration of the senses. In addition, nutrition educators will use activities from the Nutrition Merry-Go-Round curriculum to augment the Color Me Healthy curriculum. Developed by a nutrition team at the New Mexico Department of Children, Youth and Families, Nutrition Merry-Go-Round contains age and culturally-appropriate activities for New Mexico's preschool children. The hands-on curriculum contains short activities in which preschool children prepare healthy snacks and beverages, sample different flavors and foods and

play games that support physical activity.

Whenever possible, nutrition educators will conduct preschool classes concurrent with HHC classes at the WIC clinic. People visiting WIC clinics and participating in HHC will be encouraged to bring their preschool children with them to class to participate in HEPAK.

Training sessions will be held to teach nutrition educators how to use the Color Me Healthy and the Nutrition Merry-Go-Round curricula to implement HEPAK for preschool children.

It is estimated that between 350 and 600 preschool children will participate.

e. Summary of Research

Research shows that parents and primary caregivers control what their children and tweens eat and how active they are. Parents are important role models. If parents eat right and are physically active chances are their children will be as well. Although the overall We Can! program is too new (began 2005) to have conducted program evaluations it was developed by the National Heart, Lung and Blood Institute, peer reviewed by the health community, and based on best practices for improving nutrition and physical activity.

In terms of the HEPAK preschool program, a program evaluation of Color Me Healthy showed positive results. Most child care providers reported that using Color Me Healthy increased the physical activity of children (92.0%) and increased children's knowledge about healthful eating (93.0%). Most childcare providers (95.3%) gave Color Me Healthy an excellent or very good overall rating. Program outcomes affecting behavior changes included:

- 87% of childcare providers attending the Color Me Healthy training indicated that they spent more time talking about fruit and vegetables and nutrition in general and 20% of centers increased physical activity time.
- 78% of teachers perceived that the children were willing to try new fruits and vegetables; and
- 90% of the children, as perceived by the teachers, improved their recognition of fruits and vegetables.

f. Modification of Project Methods/Strategies

There are no modifications made to this program.

g. Use of Existing Educational Materials

Color Me Healthy

Nutrition Merry-Go-Round

The U.S. Dietary Guidelines for Americans;

MyPyramid;

MyPyramid Tracker;

Loving Your Family, Feeding Their Future;

The Power of Choice; and

Eat Smart, Move More: North Carolina.

h. Development of New Educational Materials

There will be no new development of educational materials.

i. Key Performance Measures/Indicators

One indicator will be measured and is tied to an objective listed above by the same number:

1.i. At the end of class, 35% of participants will report they intend to increase their intake of fruits and vegetables by 1-2 cups per week.

3. Evaluation Plans

A pre-test post test evaluation will be conducted. Prior to the first class (using lots of prompts) preschoolers will be asked to identify the number of fruits and vegetables they eat in a typical day. At the end of the last class preschoolers will be asked the same set of questions as in the pre-test.

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

4. Coordination

Coordination and collaboration is a vital component in the DOH SNAP-Ed program. DOH SNAP-Ed is augmenting nutrition education efforts in its WIC clinics. More than 50% of pregnant woman and small children participate in the state's WIC program. In addition, DOH SNAP-Ed is collaborating with its regional public health offices to support more nutrition education efforts directed toward SNAP eligible children and their families. DOH SNAP-Ed is also working with food banks and pantries to develop healthy cooking programs among their constituents.

DOH SNAP-Ed is represented on the New Mexico Interagency Council for the Prevention of Obesity. As noted earlier, the Interagency is charged with building greater coordination and collaborative efforts and consistent messages that promote healthy eating and increased physical activity across more than 40 state programs, many of which are targeted to FSP-eligibles. DOH SNAP-Ed is also represented inn the NM State Nutrition Action Plan group.

DOH SNAP-Ed is also committed to building strong public-private partnerships in the implementation of their programs. As noted throughout the different project descriptions partnerships have been forged with local businesses, public agencies, private and faith-based organizations and civic groups. These efforts will continue to be supported and nurtured in SNAP-Ed programs.

Exhibit B - Department of Health SNAP-Ed State FY10 Budget

DOH SFY10 SNAP-Ed Budget Total = **\$605,018**
 DOH Cost Share = **\$305,875**
 Maximum Federal Drawdown = **\$299,143**

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

FFY09 total 4th quarter

Contractor Cost Share\$185,282.00 X 25% **\$46,320.50****Federal Drawdown**\$173,088.00 X 25% **\$43,272.00**

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\$346,073.00 X 75% **\$259,554.75****Federal Drawdown**\$341,161.00 X 75% **\$255,870.75**

No carry-over of balance to next state fiscal year

Project Name:DOH 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	\$ 165,430.00		\$ -	\$ 165,430.00		\$ 165,430.00
2. Contracts/Grants/ Agreements**		\$ -	\$ -	\$ -	\$ 140,000.00	\$ 140,000.00
3. Non-Capital Equipment/Supplies		\$ -	\$ -	\$ -		\$ -
4. Educational Materials		\$ -	\$ -	\$ -	\$ 7,838.00	\$ 7,838.00
5. Travel**		\$ -	\$ -	\$ -	\$ 25,250.00	\$ 25,250.00
6. Administrative		\$ -	\$ -	\$ -	\$ -	\$ -
7. Building/Space		\$ -	\$ -	\$ -	\$ -	\$ -
8. Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total 1-8	\$ 165,430.00	\$ -	\$ -	\$ 165,430.00	\$ 173,088.00	\$ 338,518.00
9. Equipment & Other Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Total Direct Costs	\$ 165,430.00	\$ -	\$ -	\$ 165,430.00	\$ 173,088.00	\$ 338,518.00
11a. Indirect Cost***	\$ -	\$ -			\$ -	\$ -
11b. Indirect as match	\$ 19,852.00			\$ 19,852.00		\$ 19,852.00
12. Total Costs	\$ 185,282.00	\$ -	\$ -	\$ 185,282.00	\$ 173,088.00	\$ 358,370.00

2. BUDGET INFORMATION BY PROJECT

Project Name: DOH complete budget FFY10						
Expenses*	(a) Non-Federal Public Funds		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	\$ 205,842.00	\$ -	\$ -	\$ 205,842.00	\$ -	\$ 205,842.00
2. Contracts/Grants/Agreements**	\$100,000	\$ -	\$ -	\$ 100,000.00	\$305,759	\$ 405,759.00
3. Non-Capital Equipment/Supplies	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
4. Educational Materials	\$ -	\$ -	\$ -	\$ -	\$ 26,500.00	\$ 26,500.00
5. Travel**	\$ 3,152.50	\$ -	\$ -	\$ 3,152.50	\$ 3,902.50	\$ 7,055.00
6. Administrative		\$ -	\$ -	\$ -		\$ -
7. Building/Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total 1-8	\$ 308,994.50	\$ -	\$ -	\$ 308,994.50	\$ 341,161.50	\$ 650,156.00
9. Equipment & Other Capital Expenditures		\$ -		\$ -		\$ -
10. Total Direct Costs	\$ 308,994.50	\$ -	\$ -	\$ 308,994.50	\$ 341,161.50	\$ 650,156.00
11a. Indirect Cost***	\$ 37,079.34	\$ -		\$ 37,079.34		\$ 37,079.34
11b. Indirect as match	\$ -			\$ -		\$ -
12. Total Costs	\$ 346,073.84	\$ -	\$ -	\$ 346,073.84	\$ 341,161.50	\$ 687,235.34