

**AGREEMENT  
BETWEEN THE  
STATE OF NEW MEXICO  
HUMAN SERVICES DEPARTMENT  
AND  
NEW MEXICO STATE UNIVERSITY**

This Agreement is entered into, by and between the New Mexico Human Services Department (HSD), hereinafter referred to as HSD, and the Regents of New Mexico State University (NMSU) Cooperative Extension Service (CES), hereinafter referred to as the Contractor. The Agreement specifies the terms and conditions under which the Contractor will provide a range of services intended to implement the Food Stamp Nutrition Education Program (FSNEP) State Plan. The NMSU FSNEP is known as Ideas for Cooking and Nutrition (I CAN) and Kids Can and includes subcontracted services with Cooking with Kids (Santa Fe), Kids Cook (Albuquerque) and Las Cruces Public Schools and is referred to as such in this Agreement.

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to establish the terms, conditions, requirements, standards, service delivery area, and procedures whereby the Contractor will meet the terms of the FSNEP State Plan as revised, to provide nutrition education to food stamp participants, applicants, and eligible individuals in counties throughout New Mexico through classes and other educational venues. Targeted audiences include minorities, families (both single and two parent) with children, youth, pregnant teens, families without children, singles, and seniors.

Educational materials used under this Agreement will be presented in the nutrition education classes and will be made available to HSD's Income Support Division (ISD) offices throughout New Mexico. Classes and educational materials will address all populations and will include the specific needs of the Spanish-speaking and Native American populations. The goal through this Agreement is to improve the nutritional practices and resource utilization of Food Stamp Program participants, applicants, and eligible individuals through quality nutrition education. Emphasis will be placed on the relationship between nutrition and health, food purchasing, food preparation, and storage.

**ARTICLE 2 – TERM OF AGREEMENT**

This Agreement shall be effective upon signature of HSD and shall cover the period of July 1, 2008 and terminate on June 30, 2009, unless amended, extended, or terminated pursuant to the terms of this Agreement.

**ARTICLE 3 - SCOPE OF WORK**

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement, and incorporated herein by reference.

**ARTICLE 4 – LIMITATION OF COST**

- A. The amount paid by HSD to, on or behalf of, the Contractor under this Agreement shall not exceed two million, eight hundred ninety five thousand, two hundred seventy nine dollars (\$2,895,279.00). This sum includes any payment for costs allowed under Article 6,

Compensation and Payment, and any and all gross receipt tax, if such tax is applicable. **The carryover of funds between fiscal years is prohibited.**

- B. The Contractor shall have sole responsibility for reporting and paying any applicable gross receipts tax to the New Mexico Department of Taxation and Revenue. HSD will pay no additional or separate funds for gross receipts tax, other than what is included in the above-specified amount, if such tax is applicable.
- C. No more than 10% of this sum may be charged to HSD for indirect costs for the Contractor and its subcontractors. These costs include, but are not limited to: personnel, rent, equipment, utilities, travel, and office supply costs not involved in direct participant services. The Contractor and subcontractor(s) shall conform to the requirements of Federal Office of Management and Budget OMB Circular A-87, A-110, and A-21.
- D. HSD and the Contractor may, if funds become available for special projects, special training, or other services, amend this Agreement to add such projects and increase funding.
- E. The budget attached to this Agreement as Exhibit B and incorporated in this Agreement by reference shall provide the basis for the services provided under this Agreement. Budget Adjustment Requests (BARs) shall be submitted to HSD for approval. If a BAR is disapproved, the program manager will communicate the reason for the disapproval to the Contractor by mail or fax within fifteen (15) days of receipt.

#### **ARTICLE 5 – DEPARTMENT RESPONSIBILITIES**

HSD shall:

- A. Task, review, audit, monitor, and provide access to all information necessary for the CONTRACTOR to perform the duties and responsibilities under this AGREEMENT.
- B. Compensate the CONTRACTOR as specified in Article 6 of this AGREEMENT.
- C. Provide the normal cooperation that may be expected in such a contractual AGREEMENT. Performance by the CONTRACTOR, however, shall not be contingent upon limited availability of the HSD's personnel or resources with the exception of specific responsibilities stated in this AGREEMENT. The alleged incompetence or alleged insufficiency of the DEPARTMENT'S staff shall not be an excuse for relieving the CONTRACTOR of any responsibility for failing to meet required deadlines or producing acceptable deliverables.
- D. HSD retains ultimate responsibility for data collection, data entry, and reporting of the participation rates to the federal government.
- E. Serve as advisory and review agency for the project by providing information on Food Stamp Program participant needs and assessing annual reports of program progress.
- F. Ensure that FSNEP posters in English and Spanish are displayed in the reception areas of local county offices and will review the need for additional posters at least quarterly.

- G. Make I CAN brochures available to food stamp participants and applicants in the reception areas of local ISD county offices.
- H. Each local ISD county office will maintain an I CAN board to ensure dissemination of nutrition education information to food stamp participants and applicants
- I. To collaborate with CONTRACTOR to recruit food stamp participants to take part in nutrition education classes.
- J. Provide I CAN sign up sheets to all ISD county offices to be completed by food stamp participants and applicants to indicate interest in nutrition education classes and transition.
- K. Transmit completed signup sheets to the local CES offices on a regular basis.
- L. Encourage TANF recipients who also receive food stamps to participate in classes related to thrifty food shopping and preparation of nutritious foods as a secondary activity that counts in the life skills work activity, which would then count toward the individual's TANF work requirement.
- M. Include language to its application form stating, "I CAN (ideas for Cooking and Nutrition) classes can help with information about how to stretch your food dollars and about cooking. You can ask at ISD office about this important benefit."
- N. Provide input for educational materials for distribution to food stamp participants and applicants, and distribute the materials to food stamp participants and applicants.
- O. Assist in the coordination of education materials in all ISD county offices, which are consistent with Dietary Guidelines for Americans and the USDA *myPyramid*.
- P. Conduct limited Food Stamp Program regulation training for NMSU CES staff to enhance outreach efforts for Food Stamp program participation.
- Q. ISD County Directors will contact local CES staff at least quarterly to discuss planning, direction and needs for FSNEP and to evaluate program effectiveness.
- R. Hold regular conference calls and/or meetings with Contractors to exchange ideas and suggestions for enhancing and carrying out project responsibilities.

#### **ARTICLE 6 – COMPENSATION AND PAYMENT**

HSD will calculate the CONTRACTOR'S monthly payment based on figures and reports specified under the AGREEMENT, as follows:

- A. Total reimbursements made by HSD to the CONTRACTOR shall not exceed \$2,895,279.00. Obligated Cost share is per budget included as Exhibit B.
- B. The CONTRACTOR shall submit a budget that must be approved by the Project Manager designated by HSD pursuant to the requirements of Article 7, Project Manager Duties, for operations cost. No payment shall be made under this AGREEMENT unless the Project Manager approves the program budget required under this AGREEMENT.

- C. HSD shall not reimburse the CONTRACTOR for any gross receipt taxes it pays to the New Mexico Department of Taxation and Revenue in connection with this AGREEMENT.
- D. The CONTRACTOR shall submit an invoice, based on expenditures incurred the previous month, detailed in the Expenditure and Balance report (Exhibit C). The Expenditure and Balance Report must be submitted to HSD on or before the 15<sup>th</sup> day of the month, with the exception of the month of June, 2009, in which invoices must be received on or before July 10, 2009.
- E. Due to restrictions placed on HSD by the federal Government, submittal of untimely or incomplete invoices by the CONTRACTOR may jeopardize HSD's ability to collect or receive federal financial participation (FFP). Should HSD not receive FFP and such non-receipt of FFP be due entirely or in part to submittal of (an) untimely or incomplete invoice(s) by the CONTRACTOR, then HSD will not be under any obligation to pay such late or incomplete invoice(s). Should HSD receive only partial FFP, and such partial FFP be due entirely or in part to submittal of (an) untimely or incomplete invoice(s) by the CONTRACTOR, then HSD will only be liable for payment to the CONTRACTOR up to the amount of FFP received from the federal government. Final invoice for payment is due from CONTRACTOR not more than 90 days after the termination date of this AGREEMENT.
- F. The CONTRACTOR shall maintain monthly Expenditure and Balance Report(s) from its SUB-CONTRACTOR(S), for periodic review by the DEPARTMENT.
- G. The CONTRACTOR and its SUBCONTRACTOR(S) must adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR 205.
- H. The DEPARTMENT may adjust payments as provided for under Article 4.

#### **ARTICLE 7 – PROJECT MANAGER DUTIES**

HSD designates Mary Oleske, as the Project Manager. HSD may appoint another contract representative or successor to perform this function. HSD shall notify the Contractor of any changes in the identity of the Project Manager. The Project Manager is empowered and authorized as the agent of HSD to represent HSD in all matters related to this Agreement, except those reserved to other HSD personnel. Notwithstanding the above, the Project Manager does not have the authority to amend the terms and conditions of this Agreement or increase funding under this Agreement. The Contractor must report any and all events, problems, concerns, or requests affecting this Agreement to the Project Manager, with possible alternatives or solutions.

#### **ARTICLE 8 – TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written Agreement of HSD and the Contractor upon such terms and conditions as may be agreed upon.
- B. By either party at any time without cause upon thirty (30) days notice, in writing, delivered by certified mail or in person to the other party.

- C. If the Agreement is terminated pursuant to this Article, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination shall incorporate necessary transition arrangements and the Contractor shall comply with all such arrangements.

## **ARTICLE 9 – APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations, authorizations, or approvals being made by the New Mexico Legislature, the federal agency, or the United States Congress for the performance of this Agreement. If the Legislature, the federal agency, or the United States Congress does not make sufficient appropriations, authorizations, or approvals this Agreement shall be subject to termination or amendment. Such election will be effected by the HSD sending written notice to the Contractor. HSD's decision as to whether sufficient appropriations, authorizations, or approvals exist shall be accepted by the Contractor and shall be final. To the extent legislation, congressional action, or federal approvals impact the amount of appropriation available for performance under this Agreement, the parties shall in their discretion have the right to amend the Scope of Work and compensation articles of this Agreement.

## **ARTICLE 10 – APPLICABLE LAW**

The laws of the United States and competent jurisdiction shall govern this Agreement.

## **ARTICLE 11 – ASSIGNMENT**

The Contractor shall not subcontract, assign, transfer or delegate any rights, obligations, or other interest in this Agreement, or assign any claim for money due or to become due under this Agreement unless prior approval is received by HSD .

## **ARTICLE 12 – LIABILITY**

- A. The parties are governmental entities subject to the provisions of the Tort Claims Act. Each party is solely responsible for the actions of its own officers, agents, or employees within the strict limits of the Tort Claims Act.
- B. Nothing contained in this Agreement shall be deemed a waiver of any immunity or privilege granted by law.

## **ARTICLE 13 - RIGHTS TO PROPERTY**

All equipment and other property with a purchase price above \$1,000.00, provided or reimbursed to the Contractor by HSD, is the property of HSD and will be turned over to HSD at the time of termination or expiration of this Agreement. As to such property, the Contractor shall provide a detailed itemized inventory, including serial numbers, of all property and equipment with a purchase price above \$1,000.00 acquired with USDA Food Stamp funds within thirty (30) days of receipt of said property and equipment. The title to all equipment purchased with USDA Food Stamp funds vests in the HSD immediately upon purchase. Upon termination or expiration of this Agreement, Contractor may request, in writing, to the Project Manager, request to title to purchased equipment and HSD will consider such request at that time.



#### **ARTICLE 14 – PUBLICITY**

The Contractor shall coordinate all public relations initiatives directly with HSD's Public Information Office or at such other location as HSD may designate.

#### **ARTICLE 15 – CONFLICT OF INTEREST**

- A. The Contractor represents 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 of services required under this Agreement, and further represents that signing of this Agreement will not be creating a violation of the Governmental Conduct Act, NMSA 1978, Section 10-16-1 et seq.
- B. If during the term of this Agreement and any extension thereof, the Contractor becomes aware of an actual or potential relationship that may be considered a conflict of interest; the Contractor shall notify the Project Manager in writing immediately. In addition, should the Contractor engage any current or former New Mexico employee as its own employee or as an independent contractor, the Contractor shall notify HSD in writing, immediately. Should HSD thereafter determine that such employment is inconsistent with state or federal law, HSD shall so advise the Contractor, in writing, specifying its basis for so determining, and may request that the contractual or employment relationship be terminated.

#### **ARTICLE 16 – CONFIDENTIALITY**

- A. Any confidential information, as defined in state or federal law, code, rules or regulations or otherwise applicable by the Code of Ethics, regarding the Contractor's participants shall not be made available to any individual or organization by the Contractor without the prior written approval of HSD or participant, or as required by a Court of Law.
- B. The Contractor represents that it will retain all information belonging to the Department, and will neither use nor disclose it to anyone without the explicit written permission of HSD, and that each and every employee of the Contractor handling confidential information will execute and provide to HSD a Statement of Confidentiality. The Contractor recognizes that irreparable harm can be occasioned to HSD and its participants by disclosure of information relating to HSD business and, accordingly, HSD may refuse or enjoin such disclosure, and the Contractor will be solely responsible for any violations.
- C. The Contractor shall promptly (1) notify the HSD of any unauthorized possession, use, knowledge, or attempted possession or use, of HSD data files or other confidential information; and (2) promptly furnish HSD full details of the unauthorized possession, use, knowledge or attempted possession or use, of HSD data files or other confidential information and assist with the investigation or prevention of the recurrence thereof.

#### **ARTICLE 17 – NOTICE**

- A. All notices required to be given to HSD under this Agreement shall be sent to HSD's Project Manager or his/her designee, at:

Mary Oleske  
Food and Nutrition Services Bureau  
Income Support Division  
PO Box 26507  
Albuquerque, New Mexico 87125-6507

B. All notices required to be given to the Contractor under this Agreement shall be sent to:

Neta Fernandez  
Office of Grants and Contracts  
New Mexico State University  
P.O. Box 30003, MSC OGC  
Las Cruces, New Mexico 88003

A notice shall be deemed duly given upon delivery, if delivered by hand, or three days after posting if sent by first-class mail, with proper postage affixed. Notice may also be tendered by facsimile transmission, with original to follow by first-class mail.

#### **ARTICLE 18 – AMENDMENTS**

This Agreement shall not be altered, changed or amended other than by an instrument in writing executed by the parties to this Agreement. Amendments shall become effective when signed by both parties, and when written approvals have been obtained from any necessary state and federal agencies. All necessary approvals must be attached under this Agreement as exhibits to the Agreement.

#### **ARTICLE 19 – ENTIRE AGREEMENT**

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

Nothing contained in this Agreement shall be enforceable by any third party, and third parties shall not be deemed the beneficiaries of this Agreement.

#### **ARTICLE 20 – DEBARMENT AND SUSPENSION**

- A. Pursuant to 45 C.F.R. Part 76, the Contractor certifies by signing this Agreement, 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 Agreement, 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 Article 20.A; (4) have not, within a three-year period preceding the effective date of this Agreement, 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 Article 20.A is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to HSD's Agreement Administrator if, at any time during the term of this Agreement, the Contractor learns that its certification in Article 20.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's certification in Article 20.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, the HSD may terminate the Agreement.
- C. As required by 45 C.F.R. Part 76, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to HSD when it requests subcontractor approval from HSD. If the subcontractor, 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 subcontractor.

## **ARTICLE 21 - LOBBYING**

No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## **ARTICLE 22 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

A. If Contractor subcontracts with any agency who 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 agreement, to:

- (1) require Subcontractor to 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 Subcontractor 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 Subcontractor 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 Subcontractor exceed \$250,000 dollars.

B. Contractor agrees to have Subcontractor 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 Subcontractors 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://insurenwnewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements 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 offer or reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

**The remainder of this page has been intentionally left blank.**

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below

**CONTRACTOR:**

Governing Agency Official (PRINT): The Regents of New Mexico State University  
Neta Fernandez  
Title: Director, Office of Grants and Contracts

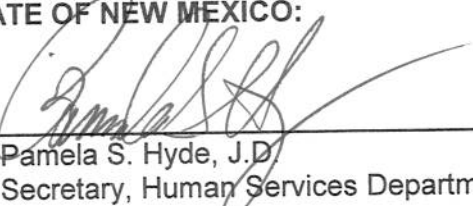
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Designee (PRINT): Cherri Lambeth

Title: Assistant Director, Grants and Contracts

Signature: Cherri Lambeth Date: 7/24/08

**STATE OF NEW MEXICO:**

By:  Date: 7/30/08  
Pamela S. Hyde, J.D.  
Secretary, Human Services Department

**Approved as to form and legal sufficiency:**

By:  Date: 7/30/08  
Paul R. Ritzma, General Counsel  
Human Services Department

## **EXHIBIT A STATEMENT OF WORK**

HSD and the Contractor will partner closely in the development and delivery of services required under this Agreement. The Contractor shall:

1. Provide FSNEP posters in English and Spanish and promotional materials to the ISD field offices. Local ISD offices will display these posters and materials in an area easily accessible to Food Stamp applicants. Local CES offices and the ISD County Directors or HSD's Project Manager will coordinate this effort.
2. Make available to ISD field offices I CAN brochures. Local ISD offices will make these materials available to food stamp participants and applicants in the ISD reception areas. Local CES offices and the ISD County Directors or HSD's Project Manager will coordinate this effort and will review the need for additional materials at least quarterly.
3. Supply and update nutrition information materials for the I CAN boards in ISD field offices.
4. Partner with other USDA food assistance programs and other agencies serving low-income audiences to deliver I CAN classes. Food stamp recipients and those who may be eligible for food stamps will be targeted in these classes. The NMSU FSNEP State Program Coordinator will coordinate this effort and submit a written report to HSD on a quarterly basis due forty-five (45) days after the end of each quarter which details the number of classes provided, the number of attendees, and the type of class.
5. Conduct classes for food stamp participants, applicants, and food stamp eligible's on how to choose and prepare nutritious foods. Classes will be conducted at sites convenient to food stamp participants and applicants. These sites include ISD offices, CES county offices and facilities provided by other agencies serving low-income audiences. The NMSU Program Coordinator will coordinate this effort with the local CES offices. Classes will target adults and youth. Contractor shall submit a written report to HSD on a quarterly basis due forty-five (45) days after the end of each quarter.
6. On an ongoing basis, continue to review age and literacy appropriate educational materials for distribution to food stamp participants and applicants. New materials will be designed and developed (including translation of existing materials into Spanish) as needed. Submit a written report to HSD on a quarterly basis due forty-five (45) days after the end of each quarter which details the activities accomplished.
7. Provide educational materials in all ISD county offices consistent with the Dietary Guidelines for Americans and the USDA myPyramid.
8. Provide classes to food stamp participants and applicants on how to make nutritional choices that are in line with the USDA myPyramid and the Dietary Guidelines for Americans, resulting in an overall diet that is low in fat and includes adequate amounts of whole grains, vegetables and fruits. Submit a written report to HSD on a quarterly basis due forty-five (45) days after the end of each quarter showing the number of classes, number of attendees and the topics of the classes.

9. Through local CES offices, encourage adult Food Stamp recipients' participation in nutrition education I CAN classes by conducting sign-up activities in local ISD offices. Submit a written report to HSD on a quarterly basis due forty-five (45) days after the end of each quarter indicating activities accomplished toward meeting this requirement.
10. Encourage participation in the Food Stamp Program among people not already participating in FSP by handing out food stamp applications and the address of the local ISD office.
11. Include in the I CAN classes, training on how food stamp participants, applicants, and eligibles can stretch their food dollars further by making sound economic choices. Classes will be conducted at sites convenient to food stamp participants and applicants. These sites include ISD offices, CES county offices and facilities provided by other agencies serving low-income audiences. Classes will target adults and youth. The NMSU Program Coordinator will coordinate this effort with the local CES offices. Submit a written report to HSD on a quarterly basis due forty-five (45) days after the end of each quarter.
12. Partner closely with HSD in the development and delivery of the FSNEP. HSD's Project Manager, the Contractor's Food and Nutrition Specialist, and the Contractor's Program Coordinator will partner closely on this task.
13. State CES staff will work closely with the Nutrition Educators in counties which lack Home Economists in order to ensure quality teaching and optimal outreach efforts.
16. Subcontract with Cooking with Kids, Kids Cook! and Las Cruces Public Schools' Programs to provide nutrition education in eligible public schools in the Santa Fe, Albuquerque and Las Cruces areas.
17. In each county, the ICAN staff will develop a specific action plan to reach adults. These individualized plans will take into account the particular realities in the county, including population density and existence of other social service programs.
18. The state ICAN staff will work closely with other state agencies to explore partnerships that can extend the reach of the adult ICAN program. These may include the TANF workforce training program and childcare provider networks. Venues for making these linkages will include the NM SNAP meetings and the NM Interagency for the Prevention of Obesity meetings.
19. Linkages will continue to be strengthened between the children reached by kldsCAN and the adults in their households. New methods of reaching adults will be explored in FY09 and may include parent nights, phone calls and after school events.
20. NMSU ICAN will pilot a grocery store intervention in FY09. Stores that redeem more than \$50,000 in Food Stamps will be targeted, as well as those that are located in eligible census tracts. The intervention will be conducted in counties in which it is difficult to conduct adult series programming.
21. Nutrition information taught in ICAN adult classes will be based on the USDA *MyPyramid* and the Dietary Guidelines for Americans. All classes will focus on foods and nutrition themes, with parenting, gardening, resource management and physical activity covered only as they relate directly to these two subjects.

22. In FY08, ICAN implemented the USDA/FNS curriculum: "Loving Your Family, Feeding Their Future," which was released in June 2007. All counties will continue to use this curriculum in FY09.
23. Train all county educators on the new USDA/FNS senior curriculum, "Eat Smart—Live Strong." After they are trained, nutrition educators will begin to implement this curriculum with seniors.
24. Nutrition educators will also be trained on the *Take Charge of Your Health Program*, a program for older youth and adults from the creator of the OrganWise Guys program. The kit is modeled after a social marketing campaign in Georgia of the same name, which was the recipient of Dannon's Institute's Awards for Excellence in Community Nutrition and USDA's FNS LINK Excellence in Practice Award. This kit comes with scripts, power points, handouts, companion activities and everything needed for an 8-part nutrition/physical activity education program. Lessons can be delivered in a series or each lesson can be a stand-alone.
25. Additional materials may be used as supplements to these curricula, including the following resources.
- "Eating Smart—Being Active" (California and Colorado EFNEP). This curriculum targets families and is available in both English and Spanish. It follows the "Anchor, Add, Apply, Away" approach, in which the nutrition educator facilitates learning rather than delivering a didactic lesson.
  - Emotion-based materials (Massachusetts WIC). This series of 33 handouts by Pam McCarthy includes activities and tips educators can use to involve their participants in meaningful discussion.
  - California FSNE curricula.
26. The responsibilities of the Contractor's Cooperative Extension Service personnel for this project are incorporated into the NM State FSNE Plan for FFY08 and FFY09.
27. Ensure that approved Food Stamp Nutrition Education activities funded by the State agency through the FSNEP are designed to expand the State's current Extension Food and Nutrition Education program (EFNEP) in order to serve additional food stamp participants, applicants and eligible individuals or to provide additional education services to EFNEP clients who are food stamp participants or applicants.
28. Ensure that program activities do not supplant existing nutrition education programs; where they operate in conjunction with existing programs they enhance and supplement them.
29. Direct all of its own questions concerning the FSNEP through HSD's Project Manager.
30. Ensure that local CES staff conducts regular I CAN sign up activities in local ISD offices.
31. Ensure that program activities are conducted in compliance with the Contractor's policy and all applicable Federal laws, rules and regulations, including civil rights and OMB circulars governing funding issues.
32. Conduct all other activities necessary to comply with the FY 2009 New Mexico Food Stamp Nutrition Education Program State Plan.



**EXHIBIT B  
FY 09  
BUDGET**

**EXHIBIT B  
SFY 09 BUDGET**

$$\$633,060 + \$2,262,219 = \underline{\$2,895,279}$$

**FSNE General Budget Overview: NMSU and its Subs FFY08**

Project name	Non-federal	Federal	Totals	% of fed \$	% of total \$
Cooking with Kids	354,789	322,532	<b>677,321</b>	12.74%	13.37%
Kids Cook!	311,543	283,220	<b>594,763</b>	11.18%	11.74%
LCPS	190,072	172,794	<b>362,866</b>	6.82%	7.16%
<i>Totals of subs</i>	<i>856,404</i>	<i>778,546</i>	<i>1,634,950</i>	<i>30.75%</i>	<i>32.28%</i>
NMSU ICAN	1,675,836	1,753,694	<b>3,429,530</b>	69.25%	67.72%
<b>Totals State FY09 Portion (July 1 – Sept. 30, 2008)</b>	<b>2,532,240</b>	<b>2,532,240</b>  \$633,060	<b>5,064,480</b>	100.00%	100.00%

<b>FSNE General Budget Overview: NMSU and Subs FFY09</b>			
Project Name	Non-Federal	Federal	Totals
Cooking with Kids	\$415,961	\$378,146	\$794,107
Kids Cook!	470,603	427,821	898,424
LCPS	206,294	187,540	393,834
<i>Total of Subs</i>	<i>1,092,858</i>	<i>993,507</i>	<i>2,086,365</i>
NMSU ICAN	2,022,785	2,022,785	4,045,570
<b>TOTALS</b>	<b>\$3,115,643</b>	<b>\$3,016,292</b>	<b>\$6,131,935</b>
<b>State FY09 Portion (October 1- June 30, 2009)</b>		<b>\$2,262,219</b>	

**EXHIBIT C**  
**SFY09**

**Expenditure and Balance Report**  
**(Attached)**