



**SHERRI YBARRA**  
SUPERINTENDENT OF  
PUBLIC INSTRUCTION

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## **INFORMAL REQUEST FOR PROPOSAL 17-9034 Child Nutrition Programs Independent Contractor (Cadre) 2017-2018**

Idaho State Department of Education, Child Nutrition Programs

### **Introduction**

The Idaho State Department of Education (SDE), Child Nutrition Programs (CNP) is requesting proposals from qualified independent contractors to provide services as Independent Contractors (Cadre) to Child Nutrition Programs.

An Independent Contractors is needed for the Southwest/Central region of Idaho.

The successful offeror shall serve as an Independent Contractor (Cadre) to Child Nutrition Programs to perform nutrition reviews (nutrient analysis of menus) and administrative and program reviews, provide technical assistance, schedule, coordinate and implement grant activities and conduct training to sponsors of the National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), and other programs administered by the CNP Division.

### **Eligibility Requirements**

A successful offeror will possess:

- A Bachelor's degree and/or 5 years of experience in relevant Nutrition and/or Institutional Food Services
- Excellent communication skills
- Experience in teaching/training adults (Examples: staff training, presentation in front of 25 or more adults, etc.)
- Proficient computer skills
- Demonstrated past successes in activities similar to that required by this proposal
- Ability to work independently
- Knowledge of USDA Child Nutrition Programs preferred
- Experience conducting nutritional analysis preferred
- Successful criminal background check

### **Time Line**

- Informal Request for Proposal Release: April 26, 2017
- Proposal Due Date (received): May 26, 2017 (Note: Background checks are due by June 6, 2017.)
- Evaluation Period: June 5, 2017
- Anticipated Intent to Award Date: June 6, 2017
- Anticipated Contract Award Date: June 9, 2017
- Duration of Contract: June 2017 – April 30, 2018

### **Selection Process**

An 11-month Vendor Service Agreement (contract) shall be offered to the successful offeror for no more than \$25,000 over 11 months (June 2017 – April 30, 2018). Proposals shall be evaluated based on expertise, summary of qualifications, demonstrated ability, availability, professional letters of reference and criminal background check. Successful offerors must be available to attend training in Boise, ID on September 25-27, 2017.

### **Scope of Work**

Over the course of the contract cycle the Contractor shall complete a variety of activities for CNP. These activities are scheduled according to program needs and are variable. There may be several months when there is no contract activity and other months when there are several contract activities scheduled. Though the contract amount is capped at \$25,000, historically, final contract totals for a Contractor have ranged from approximately \$3,000 to \$23,000 in a contract cycle. The average amount earned by Contractors in the 2015-2016 contract cycle was approximately \$11,000.

Work is scheduled during regular working hours as well as in the evening. Occasionally work is scheduled on a weekend and occasionally overnight travel or weekend travel is required. Contractors will also be asked to perform work outside of their region on occasion.

The contract cycle is June 2017 through April 30, 2018.

The Contractor performs work in the Southwest/Central region of the State of Idaho (Counties: Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, Owyhee, Camas, Blaine, Gooding, Lincoln, Minidoka, Jerome, Twin Falls, Cassia) with primary training locations in Boise, ID and Twin Falls, ID;

The Contractor is paid a set fee for each activity assigned by the SDE. The fee is fully burdened, meaning the fee covers the Contractor's fee as well as all expenses involved in completing the activity (including, but not limited to travel, hotel, supplies, etc.).

The Contractor provides all of the computer hardware (including laptop computer that operates on a Microsoft Windows platform) and software (except for nutrient analysis software – *Nutrikids*) needed to complete the work specified in the contract. The SDE computer

applications for laptops are Windows 10, MS Office 2016, and Internet Explorer 11, based. The SDE applications for tablets are Windows 10 Pro (full version), MS Office 2016, and Internet Explorer 11, based. The Contractor provides wireless access to the internet where available when conducting contracted activities.

The Contractor agrees not to independently contract with any Idaho Child Nutrition Program Sponsor without prior written approval from the SDE.

The Contractor must submit a criminal background check as part of the proposal.

The SDE provides training, as needed, to Contractors on the assigned work activities. The Contractor is required to attend all training provided, whether via conference call, online or in-person.

See attached contract template with Attachment A for detailed Scope of Work and Fee Schedule.

**Proposal Due Date: May 26, 2017**

Please send completed proposals (see Informal Request for Proposal Form Child Nutrition Programs Independent Contractor (Cadre) 2017-2018) to the Idaho State Department of Education, Child Nutrition Programs contact listed below. Proposals must be received by **May 26, 2017**. Proposals may be sent via US mail or hand delivered; faxed or emailed proposals will not be accepted. Hand delivered proposals must be received by 5:00 p.m. mountain time on or before **May 26, 2017**.

**Contacts**

Jean M. Zaske, MS, RD, LD     or  
Coordinator  
Child Nutrition Programs  
Idaho State Department of Education  
P O Box 83720  
Boise, ID 83720-0027  
208-332-6828  
[jmzaske@sde.idaho.gov](mailto:jmzaske@sde.idaho.gov)

Colleen Fillmore, PhD, RDN, LD, SNS  
Director  
Child Nutrition Programs  
Idaho State Department of Education  
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Boise, ID 83720-0027  
208-332-6820  
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USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact

the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.



CONTRACT TEMPLATE  
STATE DEPARTMENT OF EDUCATION  
VENDOR SERVICE AGREEMENT  
(FEDERAL FUNDS)

This agreement ("Agreement") is made by and between the Idaho State Department of Education ("SDE") and ContractorName, an individual doing business in the State of Idaho ("Contractor").

1. Scope of Work. The SDE desires that the Contractor perform, and the Contractor agrees to perform, in addition to any other work as may be directed by the SDE, the following:

The service described in the Scope of Work and Deliverables attached hereto as Attachment A and incorporated herein by reference. The contractor shall perform all services to be provided under this agreement during the term of the Agreement (see Section 3 of this Agreement).

2. Terms of Payment.

The SDE shall pay the Contractor pursuant to this Agreement a total sum not to exceed \$25,000, which shall be payable in accordance with the rates set forth in Attachment A. All payment rates under this Agreement, and set forth in Attachment A, are fully burdened rates inclusive of all fees, services, costs, and expenses with the following exceptions: if the SDE assigns the Contractor to perform work under this Agreement outside of the Contractor's region described in Attachment A, then the SDE shall also pay the Contractor per the out of region pay schedule set forth in Attachment A; if the SDE assigns the Contractor to perform work under this Agreement in region but outside of the Contractor's home station radius described in Attachment A, then the SDE shall also pay the Contractor per the in region, out of home station radius pay schedule set forth in Attachment A. In order to be paid under this Agreement, the Contractor shall submit invoices to the SDE according to the schedules specified in Attachment A. The Contractor shall submit with each invoice the work performed and any deliverable due under this Agreement not previously provided to the SDE. Payment of an invoice shall be made by the SDE within a reasonable time after the invoice and required documentation has been received and approved by the SDE.

3. Terms of Agreement and Termination. This Agreement shall be effective upon signature by both parties, unless a later date is specified herein, and shall remain in force until April 30, 2018, or until terminated by the SDE, whichever occurs first. SDE shall not pay, and shall have no obligation to pay, for any services rendered prior to the effective date of this Agreement. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days of notice to the other party, specifying the date of termination. Upon termination pursuant to this section, all obligations of the parties shall cease and the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the SDE.

#### 4. Security of Student Data.

(a) The Contractor acknowledges that data received, transmitted, or originating under this Agreement may contain confidential, personally identifiable student data subject to the federal Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 (“Idaho Student Data Act”), or other privacy laws, and that disclosure to or use by third parties would be damaging and is expressly prohibited under this Agreement without the prior written permission of the SDE. Any such student data shall be used only for purposes of this Agreement, and any other uses of such student data not specifically set forth in this Agreement are strictly prohibited.

(b) In addition to those definitions provided in FERPA, and any other applicable state or federal law, and pursuant to the Idaho Student Data Act, "Student data" shall mean data collected and/or reported at the individual student level, and shall include, but not be limited to, (1) state and national assessment results, including information on untested public school students; (2) course taking and completion, credits earned and other transcript information; (3) course grades and grade point average; (4) date of birth, grade level and expected graduation date/graduation cohort; (5) degree, diploma, credential attainment and other school exit information such as general educational development and drop-out data; (6) attendance and mobility; (7) data required to calculate the federal four (4) year adjusted secondary cohort graduation rate, including sufficient exit information; (8) discipline reports limited to objective information sufficient to produce the federal annual incident reports, children with disabilities disciplinary reports and discipline reports including students involved with firearms; (9) remediation; (10) special education data; (11) demographic data and program participation information; and (12) files, documents, images or data containing a student's educational record that are stored in or transmitted through a cloud computing service.

(c) The Contractor agrees to hold any such student data in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to authorized employees and agents requiring such information, and shall not release or disclose it to any other party without the prior written consent of the SDE. The Contractor shall immediately (within twelve (12) hours) notify the SDE of any known or reasonably suspected unauthorized disclosures of student data. The Contractor shall also ensure that all subcontractor agreements specifically include the provisions of this section.

(d) At the conclusion of this Agreement, the Contractor shall transfer to the SDE any student data in its possession, custody, or control obtained or created pursuant to this Agreement. No later than thirty (30) days following the conclusion of this Agreement, provided the Contractor has transferred to the SDE all student data in its possession, custody, or control obtained or created pursuant to this Agreement, the Contractor shall destroy all copies of any such student data in its possession, custody, or control and provide written notice to the SDE describing the student data destroyed, date of destruction, and method of destruction.

(e) The Contractor acknowledges and understands that any violation of this section regarding security of student data, in addition to constituting a breach of this Agreement, may subject the Contractor to a civil penalty under the terms of the Idaho Student Data Act.

5. Intellectual Property and Ownership of Materials. SDE shall retain all ownership rights in any information or materials provided to the Contractor by the SDE for purposes of this Agreement. Additionally, subject to any interests of the United States, all documents, reports, memoranda, summaries, presentations, surveys, and any other materials of any kind created by Contractor pursuant to this Agreement (“Intellectual Property”) shall be the exclusive property of the SDE and shall not be disclosed by Contractor to any third party without the prior, written consent of SDE. To the extent that any Intellectual Property constitutes a “work” within the meaning of the U.S. Copyright Law, 17 U.S.C. § 101, et seq., it shall be a “work for hire.” Provided, however, that in the event the Intellectual Property is not a “work for hire”, the Contractor hereby assigns to the SDE all the Contractor’s rights of copyright in the Intellectual Property.

6. Contractor's Performance. All work done by the Contractor shall be of the highest professional standard and shall be performed to the SDE's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Contractor, with the SDE being interested only in the results obtained. The SDE and Contractor agree that the Contractor is an "Independent Contractor" as defined by law as to all work performed under this Agreement.

7. Contractor's Status. The Contractor's status under this Agreement shall be that of an Independent Contractor, and not that of an agent or employee. The Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker’s compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The Contractor shall indemnify the SDE and State of Idaho and hold them harmless from any and all claims for taxes (including, but not limited to, social security taxes), penalties, attorney’s fees and costs that may be made or assessed against the SDE or State of Idaho arising out of the Contractor’s failure to pay such taxes, fees or contributions. The Contractor warrants and represents that the Contractor has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for the Contractor to perform the work as set forth in this Agreement.

8. Reimbursement of Expenses. SDE shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing by the SDE.

9. Equipment, Tools, Materials, or Supplies. Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed.

10. Fringe Benefits. Because the Contractor is engaged in a contracting business, the Contractor is not eligible for, nor entitled to, and shall not participate in, any of the SDE's or the State of Idaho's pension, health or other fringe benefit plans.

11. Indemnification. The Contractor agrees to indemnify and hold harmless the State of Idaho, as well as the SDE, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Contractor's acts or omissions in the performance of services under this Agreement.

12. Effect of Termination. Upon termination by the SDE, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the SDE any property provided by the SDE pursuant to this Agreement; and (c) deliver or otherwise make available to the SDE all data, reports, estimates, summaries and such other information and materials as may have been prepared or accumulated by the Contractor in performing this Agreement, whether completed or in process. Upon termination by the SDE, the SDE may take over the work and may award another party a contract to complete the work contemplated by this Agreement. Notwithstanding a termination, the Contractor's obligations, if any, to provide follow-up services on work currently in progress shall remain in effect until such services are completed.

13. Notices. Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address. Either party may change its address by giving notice of the change in accordance with this paragraph.

14. No Authority to Bind SDE. The Contractor has no authority to enter into contracts or agreements on behalf of the SDE. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the SDE and Contractor in any respect.

15. Confidentiality. Any and all reports, analyses and data, whether statistical or otherwise, transmitted to the SDE by Contractor shall become the property of the SDE for such uses as SDE shall deem appropriate and shall not be disclosed to any person without prior written consent of the SDE. In addition, except as may be required by applicable law or in any governmental or judicial proceeding or inquiry, and then only upon timely notice to the SDE, Contractor shall maintain strict confidence with respect to the SDE and all of its services under this Agreement. The SDE may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. This obligation shall survive termination of this Agreement.

16. Public Records. Pursuant to Idaho Code section 74-101 et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption. The Contractor agrees to indemnify and defend the SDE for honoring such a designation. The failure to designate any document that is released by the SDE shall constitute a complete waiver of any and all claims for damages caused by any such release. If a Public Records Law request is made for materials claimed exempt, the Contractor claiming the exemption shall provide the legal defense for such claim.

17. Records and Audits.

(a) The Contractor shall maintain a complete file of all records, documents, communications and other written materials that pertain to the delivery of goods or services under this Agreement and shall maintain such records for a period of three (3) years after



termination of this Agreement or final payment, whichever is later, or for such further period as may be necessary to resolve any matters that may be pending.

(b) The Contractor shall permit the SDE or any duly authorized agent of the SDE, the Comptroller General and/or the Inspector General of any federal agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's records during the term of this Agreement and for a period of three (3) years following termination of this Agreement or final payment, whichever is later, to assure compliance with the terms of this Agreement or to evaluate Contractor's performance under this Agreement. The Contractor shall also permit the SDE, the Comptroller General and/or the Inspector General of any federal agency or its agent to monitor all activities conducted by it pursuant to this Agreement. As the monitoring agency may determine in its sole discretion, such monitoring may include internal evaluation procedures, examination of data, special analyses, on-site checks or other reasonable procedures. 34 CFR Part 80.

18. Assignment. The Contractor may not assign this Agreement without the prior written permission of the SDE.

19. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

20. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the SDE and the Contractor.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the SDE and the Contractor. This Agreement may not be modified without the written consent of the parties.

22. Attorneys' Fees. In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

23. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

24. Legal Compliance. The Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

25. Sufficient Funding. This Agreement is federally funded. It is understood and agreed that the SDE is a governmental entity, and this Agreement shall in no way be construed so as to bind the SDE or the State of Idaho beyond the term of any particular appropriation or award of funds by the United States Congress, United States Department of Education, United States Department of Agriculture, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds by the Legislature or Executive Department of the State of Idaho, as may exist from time to time. The

SDE reserves the right to terminate this Agreement if, in its sole judgment, the United States Congress, United States Department of Education, United States Department of Agriculture, or other applicable federal agency or entity, withdraws or freezes the SDE's federal funding or fails, neglects, or refuses to appropriate or provided sufficient funds, including any sequestration of funds pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985 (Pub. Law 99-177, Title II) and/or the Budget Control Act of 2011 (Pub. Law 112-25), as may be required to continue payments under this Agreement. The SDE further reserves the right to terminate this Agreement if, in its sole judgment, the Legislature or Executive Department of the State of Idaho withdraws or freezes the SDE's spending authority regarding the federal funds required to continue payments under this Agreement. Any such termination shall take effect on ten (10) days written notice to the Contractor.

26. Officials, Agents and Employees of SDE not Personally Liable. The Parties agree that in no event shall any official, officer, employee or agent of the SDE or State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the SDE shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

27. Force Majeure. Neither party to this Agreement shall be liable for or deemed to be in default for any delay or failure to perform under this Agreement if such delay or failure to perform results from act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

28. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

29. Criminal Background Check. This Agreement is contingent upon Contractor, its employees, agents or representatives, that may come into contact with Idaho public school children when performing any duty required by this contract, submit to a criminal background check. Contractor, its employees, agents or representative shall bear the cost of the criminal background check. Said criminal background check results shall be submitted to the SDE prior to performance of this contract. Failure of the Contractor, its employees, agents or representatives to submit to a criminal background or failure to pass a criminal background check shall constitute a material breach of the Agreement and the SDE reserves the right to terminate this contract without incurring any liability for payment to Contractor.

30. Whistleblower Protection. Pursuant to Section 1533 of the Act, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has

the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

31. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If the Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

32. Suspension and Debarment. By signing this agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 34 CFR Part 85, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, the Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.

33. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Americans With Disabilities Act (ADA), 42 U.S.C. ' 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

34. Limitations on Lobbying Activities. By signing this agreement, the Contractor certifies and agrees that, in accordance with 34 CFR Part 82, payments made from a federal grant shall not be utilized by the Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

35. Assumption of Risk. The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The SDE shall notify the Contractor of any state or federal determination of noncompliance.

36. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and

similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Idaho State Department of Education, Child Nutrition Programs as the sponsoring agency and shall not be released without prior written approval of SDE.

37. Applicable Standards. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

38. Copyright License and Patent Rights. The Contractor acknowledges in 34 CFR Part 80 that U.S. Department of Education, the State of Idaho, and the SDE reserve a royalty-free, non-exclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this agreement; and (2) any rights of copyright to which the Contractor purchases ownership using funds awarded under this agreement. The Contractor must consult with the SDE regarding any patent rights that arise from, or are purchased with, funds awarded under this agreement.

39. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the agreement is in effect; or (c) Uses forced labor in the performance of the agreement.

40. Equal Employment Opportunity. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

41. Reporting. Notice of awarding agency requirements and regulations pertaining to reporting 34 CFR Part 80 shall apply to this Agreement.

42. Data Rights. The Contractor grants to the SDE the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet the SDE's obligations to the Federal Government under its Prime Award. SDE shall retain all ownership rights in any data or information provided to the Contractor by the SDE for purposes of this Agreement.

43. Compliance with Statutes, Regulations, and Applications. The contractor shall comply with applicable Federal and state statutes, regulations, and shall use Federal funds in accordance with those statutes, regulations, and federal program specific requirements.

44. Prohibition of Text Messaging and Emailing While Driving. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle during official grant business or from using government supplied

electronic equipment to text or email when driving. Recipients must comply with these conditions under Executive Order 13513, October 1, 2009.

45. Insurance Requirements. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. The contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. The contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the state.

All insurance, except for Workers Compensation and Professional Liability shall be endorsed to name the State of Idaho and the State Department of Education as Additional Insured. A certified copy of the endorsement, or complete policy containing the endorsement, shall be provided to the state prior to the commencement of work.

All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the state.

If any of the liability insurance required for this agreement is arranged on a “claims-made” basis, “tail coverage” will be required at the completion or termination of this agreement for a duration of twenty-four (24) months thereafter. Continuous “claims-made” coverage will be acceptable in lieu of “tail-coverage” provided the retroactive date is on or before the effective date of this agreement or twenty-four-months “prior acts” coverage is provided. Contractor will be responsible for furnishing certification of “tail coverage” or continuous “claims-made” coverage.

By requiring insurance herein, the state does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the contractor’s liability under the indemnities granted to the state.

Contractor shall maintain insurance in amounts not less than the following:

(a) Workers Compensation Insurance in amounts as required by statute in all states in which the contractor performs work, and Employers’ Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.

Because Contractor is engaged in an independent contracting business and is not an employee of SDE, SDE will not obtain worker's compensation insurance for Contractor or Contractor’s employees. Contractor agrees to obtain worker's compensation coverage as required by law for the Contractor and the Contractor’s employees and to furnish a copy of the Contractor’s certificate of worker's compensation insurance to the SDE upon the SDE's demand.

(b) Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate.

If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

(c) Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate.

If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto Liability is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

(d) Professional Liability Coverage – In the event that services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

46. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Electronic, Facsimile, scanned, or photocopied signatures shall be deemed original signatures.

**ATTACHMENT A**  
**Scope of Work and Deliverables**  
**2017-2018**

**General Terms**

The SDE shall pay the Contractor no more than \$25,000 during the term of this Agreement.

The Contractor shall be paid a fully burdened fee for each completed contracted activity. All costs associated with the completion of an activity (including but not limited to: time, travel, hotel, mileage, supplies, postage) are included in the fee.

The Contractor shall perform work in the Southwest/Central region of the State of Idaho (Counties: Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, Owyhee, Camas, Blaine, Gooding, Lincoln, Minidoka, Jerome, Twin Falls, Cassia) with primary training locations in Boise, ID and Twin Falls, ID.

The Contractor shall provide all of the computer hardware (including laptop computer that operates on a Microsoft Windows platform) and software (except for nutrient analysis software – *Nutrikids Nutritional Analysis (Nutrikids)*) needed to complete the work specified in the contract. The SDE computer applications for laptops are Windows 10, MS Office 2016, Internet Explorer 11, based. The SDE applications for tablets are Windows 10 Pro (full version), MS Office 2016, Internet Explorer 11, based. The Contractor shall provide wireless access to the internet where available when conducting contracted activities.

The Contractor shall wear a name tag provided by the SDE at all trainings and a photo identification tag provided by the SDE whenever performing a contracted activity at a Child Nutrition Programs (CNP) sponsor location.

The Contractor shall follow all current United States Department of Agriculture (USDA) Child Nutrition Programs (CNP) regulations and guidelines in completing contracted activities.

The Contractor shall use direct deposit for all payments from the SDE.

**Scope of Work and Deliverables**

**National School Lunch and Breakfast Program Nutrient Analysis Reviews**

The Contractor shall perform Nutrient Analysis Reviews of meal program sponsors as assigned by the SDE. The site visit will include observation of lunch preparation and service and it will include breakfast preparation and service where the National School Breakfast Program (NSBP) is operated. It will also include validation of the sponsor's nutrient analysis or submission of the on-site meal pattern assessment tool in MyIdahoCNP. If the assessment or nutrient analysis cannot be validated during the on-site visit, then an independent nutrient analysis shall be performed by the Contractor. This visit should occur within the two school weeks preceding the site review by the SDE reviewers. Before payment will be made, the Contractor shall provide to

the SDE each of the following Nutrient Analysis Review documents prior to the SDE's on-site visit to the sponsor:

- An electronic copy of the Technical Assistance or Corrective Action Plan uploaded into MyIdahoCNP outlining the results, findings, and commendations of the nutrient analysis.
- A copy of the sponsor's nutrient analysis for the review week with relevant materials needed to complete the nutrient analysis uploaded into MyIdahoCNP. These materials include:
  - a copy of the breakfast and lunch menus including menu choices and portion sizes for each age/grade group and menu type; and
  - a copy of the food production records to assist in weighting the more frequently selected items and document if reimbursable meals were offered to students.
- A copy of the nutrient analysis for the review week within a USDA approved nutrient analysis tool or program showing all dietary specifications and meal components in compliance with USDA requirements per USDA regulations uploaded into MyIdahoCNP.
- A copy of both the breakfast and lunch menu in either the Meal Compliance worksheet provided by USDA or the worksheet from *Nutrikids* showing that the meals are in compliance.

The Contractor shall send an invoice to the SDE within 15 calendar days of submitting the Nutrient Analysis Review documents to the SDE. The Contractor shall be paid for Nutrient Analysis Reviews, after the SDE review of the documents for accuracy and completeness, as follows:

#### Breakfast

1-15 unrepeated entrees in the review week: \$355

16+ unrepeated entrees in the review week: \$715

#### Lunch

1-15 unrepeated entrees during the review week: \$715

16-30 unrepeated entrees during the review week: \$1,430

31+ unrepeated entrees during the review week: \$1,785

Federal regulations (7 CFR Part 210) require that School Food Authorities (SFAs) be monitored to ensure that school breakfasts and lunches meet age/grade appropriate RDAs and the Dietary Guidelines for Americans in accordance with the Healthy Hungry Free Kids Act of 2010. A nutrient analysis shall be conducted on selected menus following USDA guidelines, as amended from time to time.

The Contractor shall conduct a Nutrient Analysis Review for the sponsor as required by 7 CFR Part 210, using the *Nutrikids* software or USDA approved nutrient analysis tool and the materials provided by the sponsor. The sponsor shall provide the following materials: menus for the review period for the meals required, standardized recipes, food production records, Nutrition Facts labels or nutrient analysis data forms submitted by manufacturers for each commercially prepared food used during the review period, Child Nutrition (CN) labels and/or product



formulation statements, and number of students served at each meal. This process shall occur prior to the on-site visit.

During the on-site visit, the Contractor shall observe both the breakfast and lunch service and determine if the menu planning method is implemented in accordance with regulation. The Contractor shall provide the sponsor with information of the results of the nutrient analysis performed on the reviewed menus, and the status of sponsor's progress toward meeting USDA nutrition requirements. The Contractor shall document all information provided to sponsor in the electronic copy of the Technical Assistance or Corrective Action Plan submitted to the SDE via MyIdahoCNP.

The Nutrient Analysis Review shall be conducted at a time agreed upon by the SDE and Contractor as close to the administrative review as practicable in order to have the documentation completed prior to the SDE on-site Administrative Review. The Contractor shall inform the SDE Coordinator in charge of the review the scheduled date of the on-site Nutrient Analysis Review 14 days prior to the SDE on-site visit.

The SDE shall send the Contractor a copy of the review schedule. The Contractor shall contact each assigned sponsor prior to the onsite visit date and confirm when the Contractor's site visit will be scheduled, confirm the review period dates that will be reviewed for the nutrition review and confirm that the sponsor shall provide the information needed for the Nutrient Analysis Review.

The Contractor shall answer sponsor questions and provide technical assistance on the review day related to the Nutrient Analysis Review and provide follow-up assistance with sponsor's corrective action in conjunction with the SDE Coordinator. The Contractor shall complete all review module questions related to the Nutrient Analysis Review in the SDE's Administrative Review documentation Program – MyIdahoCNP.

The Contractor shall provide the sponsor with their telephone number, address and/or email address to facilitate communication between sponsors and the Contractor.

The Contractor shall use the USDA approved software *Nutrikids* by Heartland Payment Systems and/ or the USDA approved nutrient analysis tool. The SDE shall provide the Contractor with the *Nutrikids* software and all newly released USDA resources pertinent to the review process.

The Contractor shall attend training provided by the SDE on the Nutrient Analysis Review as required by the SDE.

#### **On-Site Child Nutrition Program Review Single Day or Half Day Assistance**

Federal regulations (7 CFR 210, 225, 226) require that Child Nutrition Program sponsors be monitored by the SDE to ensure that application and claiming processes meet USDA requirements for program compliance. The monitoring requirement is met by conducting reviews.

A review covers processes such as verifying that applications are approved correctly, claims are submitted correctly and that all sponsor monitoring processes and procedures are conducted in a timely manner and documented. The Contractor shall provide Single Day or Half Day Assistance to the SDE in the completion of large reviews.

Upon completion of a Single Day or Half Day Assistance by the Contractor and before payment will be made, the Contractor shall provide to the SDE the completed Single Day or Half Day Assistance documents. The Contractor shall assist SDE personnel in completing site forms as applicable for the sites reviewed. The Contractor shall provide input to the SDE for the summary of the sponsor and site review findings that will be discussed with the sponsor. Single Day or Half Day Assistance activities are completed and submitted on the day of the review. The fee for completing a Single Day Assistance is \$595 and the fee for a Half Day Assistance is \$355.

The on-site reviews shall, on occasion, include observation of a breakfast and/or lunch meal service and a review of site based paperwork to determine if a compliant meal planning method is being followed, production records are completed and followed, Offer vs. Serve (NSLP) or Family-Style or Pre-plate Service (Child and Adult Care Food Program (CACFP)) is properly implemented and reimbursable meals are being identified, served and counted correctly. At the on-site review, the Contractor shall insure that meal counts are accurate at the point of service, training for staff is occurring and that the sponsor is in compliance with Hazard Analysis and Critical Control Points (HACCP) requirements, inventory control, civil rights regulations and general recordkeeping duties.

An entrance interview prior to the start of the review and an exit conference at the conclusion of the review with the sponsor shall be conducted by the SDE and occasionally the Contractor may be involved.

All required forms for conducting and completing the Single Day or Half Day Assistance shall be provided by the SDE.

The Contractor shall attend training provided by the SDE on conducting Single Day or Half Day Assistance as required by the SDE.

### **Summer Food Service Program (SFSP) Reviews**

The Contractor shall perform SFSP Reviews of SFSP sponsors as assigned by the SDE. Upon completion of an SFSP Review, the Contractor shall provide a completed electronic SFSP Review document and invoice within 3 calendar days of conducting the review. The Contractor shall complete the review in the compliance module of the SDE's electronic application and claims system – MyIdahoCNP and notify the SDE SFSP Coordinator when it has been uploaded. The Contractor shall be paid \$715 for each completed SFSP Review.

The SFSP provides free meals to children during the summer months when school is not in session. SFSP sponsors are reviewed by the SDE on a regular basis. Reviews for the SFSP shall include pre-visit preparation and on-site review. Follow up shall be done by the SFSP Coordinator.

The Contractor shall conduct on-site reviews of SFSP sponsors assigned by the SDE. On-site reviews include observation of a meal service (breakfast, lunch or supper) and a review of paperwork to determine if an appropriate meal planning method was selected and used appropriately and to review documentation of SFSP food safety, training, monitoring, meal counts, production records, menus, inventory, budget, procurement, civil rights, racial/ethnic data and recordkeeping.

The Contractor shall contact the SDE SFSP Coordinator to determine which sponsors' sites were previously reviewed and then contact each assigned SFSP sponsor prior to the onsite review date to determine which site will be visited and what meal will be observed.

The Contractor shall attend annual mandatory SFSP training and training provided by the SDE on conducting SFSP reviews as required by the SDE.

### **Child Nutrition Programs Site Visits**

On occasion the SDE shall assign the Contractor to conduct a site visit at a Child Nutrition Programs' (NSLP, CACFP, SFSP, Special Milk, NSBP, USDA Foods, Fresh Fruit and Vegetable Program) site. The SDE shall outline the activities required for the assigned visit in correspondence with the Contractor prior to the visit. Upon completion of the CNP site visit, the Contractor shall provide a completed report form and invoice the same day as the site visit or within three calendar days of conducting the site visit. The Contractor shall be paid based on the time frame of the actual site visit: 1 hour: \$175, 2 hours: \$235, 3 hours: \$295.

The site visit may include short, topic specific technical assistance; complaint investigations; meal observations; review of production records, menus, meal service, eligibility studies; compliance with meal patterns or other activities assigned by the SDE.

The SDE shall pre-determine the number of hours the site visit shall require and the fee that shall be paid for the site visit. The Contractor shall submit a written report on the site visit in a time frame designated by the SDE. The SDE shall provide the Contractor with any report forms needed.

Payment shall be made based on receipt of site visit report and invoice and a review by the SDE of the site visit report documents.

### **Child Nutrition Programs (CNP) Training**

The Contractor shall provide training on a variety of topics to CNP sponsors, educators and students in Idaho as assigned by the SDE. Upon completion of a training, the Contractor shall provide signed attendance sheets, completed evaluation forms and invoice within 30 calendar days of conducting the training. The Contractor shall be paid based on the time frame of the actual training session:

- 1 hour: \$175
- 2 hours: \$235
- 3 hours: \$295
- 4 hours: \$355
- 5 hours: \$415

6 hours: \$475  
7 hours: \$535  
8 hours: \$595

The SDE Child Nutrition Programs provide training throughout the contract year. The Contractor shall be available to train throughout their region of the state and occasionally in other regions of the state. The SDE shall work with the Contractor to schedule dates of training sessions.

The Contractor shall provide training on a variety of topics to CNP Sponsors, educators and students in Idaho. Training materials (instructor guides, PowerPoint presentations, participant materials, agendas, attendance sheets, evaluation forms, name tags, certificates and projector) shall be provided by the SDE. The Contractor shall provide their own laptop computer capable of connecting to the Internet, running Microsoft Office Professional 2010 (or more recent) applications, projecting PowerPoint presentations and playing DVDs, CDs, YouTube videos and USB jump drives and connecting to and projecting from an LCD projector and speakers.

The SDE shall arrange for training sites and shall provide Contractor with site contact information.

The Contractor shall attend training provided by the SDE on the topics to be taught, as required by the SDE.

#### **Training Cancellation**

The SDE shall provide the Contractor with 10 days advance notice of a cancellation of a training or class due to low registration numbers. If the SDE provides less than 10 calendar days' notice, the SDE shall pay the Contractor a \$50 cancellation fee.

#### **4-Hour, Hands-On Cooking Classes**

The Contractor shall conduct 4-hour, hands-on cooking classes to CNP sponsors as assigned by the SDE. Upon completion of each class, the Contractor shall provide signed attendance sheets, completed evaluation forms and invoice within 30 calendar days of conducting the class. The Contractor shall be paid \$505 for each completed class. The fee includes the cost of the Contractor purchasing all the food needed for the class.

The cooking classes are interactive and hands-on and include cooking demonstrations. The Contractor shall shop for, purchase, and prep all food needed to conduct each class. The participants of the class shall be provided the opportunity to work with and cook foods during the class.

The Contractor shall attend training provided by SDE on conducting classes as required by the SDE.

#### **3-Hour, Hands-On Cooking Classes**

The Contractor shall conduct 3-hour, hands-on cooking classes to CNP sponsors as assigned by the SDE. Upon completion of each class, the Contractor shall provide signed attendance sheets, completed evaluation forms and invoice within 30 calendar days of conducting the class. The

Contractor shall be paid \$415 for each completed class. The fee includes the cost of the Contractor purchasing all the food needed for the class.

The cooking classes are interactive and hands-on and include cooking demonstrations. The Contractor shall shop for, purchase, and prep all food needed to conduct each class. The participants of the class shall be provided the opportunity to work with and cook foods during the class.

The Contractor shall attend training provided by SDE on conducting classes as required by the SDE.

### **Hands-On Culinary Knife Skills Classes**

The Contractor shall conduct 2-hour, hands-on culinary knife skills classes to CNP sponsors as assigned by the SDE. Upon completion of each class, the Contractor shall provide signed attendance sheets, completed evaluation forms and invoice within 30 calendar days of conducting the class. The Contractor shall be paid \$335 for each completed class. The fee includes the cost of the Contractor purchasing all the food needed for the class.

The knife skills class is interactive and hands-on and includes knife skills demonstrations. The Contractor shall shop for, purchase, and prep all food needed to conduct each class. The participants of the class shall be provided the opportunity to practice knife skills during the class.

The Contractor shall attend training provided by the SDE on conducting the knife skills class required by the SDE.

### **Shipping of Containers Holding Training A/V Equipment or Class Props**

Return shipping of a container of a/v equipment or class props shall be the responsibility of the Contractor. If a projector is being shipped, the Contractor shall insure the projector for \$500. The Contractor shall add an additional \$25 to the contract activity fee when a container of a/v equipment or class props is shipped to the SDE.

### **Grant Activities**

The Contractor shall schedule, coordinate, implement and complete grant activities as assigned by the SDE. Upon completion of a grant activity, the Contractor shall provide a completed activity summary form, evaluation forms and invoice within 30 calendar days of conducting the activity. The Contractor shall be paid based on the time frame of the actual grant activity:

1 hour:	\$175
2 hours:	\$235
3 hours:	\$295
4 hours:	\$355
5 hours:	\$415
6 hours:	\$475
7 hours:	\$535
8 hours:	\$595
9 hours:	\$655
10 hours:	\$715

11 hours: \$775

12 hours: \$835

The Contractor shall schedule, coordinate, implement and complete these activities as assigned by the SDE.

**HealthierUS School Challenge: Smarter Lunchrooms One-on-One Technical Assistance**

The Contractor shall provide one-on-one technical assistance to CNP sponsors as assigned by the SDE. Upon completion of the technical assistance, the Contractor shall provide the reports, assessment, and application materials for the school as indicated below:

- **School Health Environment Assessment: \$595**  
The Contractor shall work with the school officials and/or staff to assess the school's ability to meet the current HealthierUS School Challenge: Smarter Lunchrooms criteria, focusing on the non-food service requirements. A completed SDE School Health Environment Assessment Report shall be submitted to SDE within 30 calendar days of completing the School Health Environment Assessment. Payment shall be processed upon receipt of invoice and the SDE School Health Environment Assessment Report.
- **Food Service Assessment: \$475**  
The Contractor shall work with the school food service to assess the school food service's ability to meet the current HealthierUS School Challenge: Smarter Lunchrooms criteria. This shall include, but is not limited to, a quick assessment of the menu for the week and the Smarter Lunchrooms Self-Assessment Scorecard completed during an on-site visit. A completed Smarter Lunchroom Self-Assessment Scorecard and SDE Food Service Assessment Report shall be submitted to SDE within 30 calendar days of completing the Food Service Assessment during an onsite visit. Payment shall be processed upon receipt of invoice, the completed Smarter Lunchroom Self-Assessment Scorecard, and the SDE Food Service Assessment Report.
- **Application Processing and Completion: \$355**  
The Contractor shall work with the school to prepare the HealthierUS School Challenge: Smarter Lunchrooms application in order for the school administration to submit a completed application to the SDE. This shall include, but not be limited to: 1) verification of the school's eligibility to receive a HealthierUS School Challenge award and the identification of qualifying level, 2) assistance in assembling all necessary documentation for the application, 3) assistance in answering any follow-up questions that pertain to the application, and 4) receipt of a signed commitment from the school administrator to submit an application within 30 days of signature as required on the SDE Eligibility Verification Report. An invoice shall be submitted to SDE within 30 calendar days of completion of the SDE Eligibility Verification Report. Payment shall be processed upon receipt of invoice and completed SDE Eligibility Verification Report.

The Contractor shall attend training provided by SDE on providing HealthierUS School Challenge: Smarter Lunchrooms one-on-one technical assistance as required by the SDE.

**CNP One-on-One Full Day or Half Day Technical Assistance**

The Contractor shall provide one-on-one technical assistance to CNP sponsors as assigned by the SDE. Upon completion of the technical assistance, the Contractor shall provide the completed required report documentation and invoice within 15 calendar days of conducting the technical assistance. The Contractor shall be paid \$715 for each full day completed Technical Assistance and \$355 for each half day completed technical assistance.

The SDE may provide one-on-one technical assistance visits with CNP sponsors in all areas of the state. The Contractor shall spend a full day (8 hours) or half day (4 hours) on site with the sponsor addressing needs identified by the SDE and at its conclusion shall write up a report summarizing the technical assistance.

**Training for Contractor**

The Contractor shall attend, as a participant, all Contractor training sessions as required by the SDE in person or via conference call/video conferencing. The Contractor shall be paid \$50/hour to attend SDE Contractor training sessions. The hourly rate is applied to the actual number of hours of the training and is a fully burdened rate. All travel costs are the responsibility of the Contractor.

**Out of Region Activities**

The Contractor shall occasionally be assigned work out of their contracted region. The Contractor shall be paid an out of region rate of \$150 per day of contracted activity out of region (minimum 2 days) in addition to the contracted activity fee.

**In Region, Out of Home Station Radius Travel**

The Contractor shall receive compensation for in region, out of area travel according to the following rates: (This is in addition to the contracted activity fee.)

Out of Home Station Radius Travel Compensation (calculated using Google Maps and designated home station)					
<b>Region</b>	<b>Home Station</b>	<b>Less than or equal to 50 miles from home station</b>	<b>51 -100 miles from home station</b>	<b>101-150 miles from home station</b>	<b>151 and greater miles from home station</b>
North Idaho	Coeur d’Alene (City Hall: 710 E. Mullan Ave., Coeur d’Alene, ID 83814)	Compensation included in Contract Activity Fee	\$60/day	\$90/day	\$120/day
Southwest/Central Idaho	Boise (City Hall: 150 N. Capitol Blvd., Boise, ID 83702)	Compensation included in Contract Activity Fee	\$60/day	\$90/day	\$120/day

Eastern Idaho	Pocatello (City Hall: 911 N. 7 <sup>th</sup> Ave., Pocatello, ID 83201)	Compensation included in Contract Activity Fee	\$60/day	\$90/day	\$120/day
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### SDE CNP Independent Contractor Payment Schedule 2017-2018

Deliverable	Performance Measure	Delivery Date	Payment Amount
National School Lunch and Breakfast Program Nutrient Analysis Review	<ul style="list-style-type: none"> <li>• An electronic copy of the Technical Assistance or Corrective Action Plan uploaded into MyIdahoCNP outlining the results, findings, and commendations of the nutrient analysis.</li> <li>• A copy of the sponsor's nutrient analysis for the review week with relevant materials needed to complete the nutrient analysis uploaded into MyIdahoCNP. These materials include: <ul style="list-style-type: none"> <li>○ A copy of the breakfast and lunch menus including menu choices and portion sizes for each age/grade group and menu type;</li> <li>○ A copy of the food production records to assist in weighting the more frequently selected items and document if reimbursable meals were offered to students.</li> </ul> </li> <li>• A copy of the nutrient analysis for the review week within a USDA approved nutrient analysis tool or program showing all dietary specifications and meal</li> </ul>	Within 15 calendar days of the site visit	<u>Breakfast:</u> 1-15 unrepeated entrees in the review week: \$355  16+ unrepeated entrees in the review week: \$715  <u>Lunch:</u> 1-15 unrepeated entrees during the review week : \$715  16-30 unrepeated entrees during the review week: \$1,430  31+ unrepeated entrees during the review week: \$1,785



	<p>components in compliance with USDA requirements per USDA regulations uploaded into MyIdahoCNP.</p> <ul style="list-style-type: none"> <li>• A copy of both the breakfast and lunch menu in either the Meal Compliance worksheet provided by USDA or the worksheet from <i>NutriKids</i> showing that the meals are in compliance.</li> </ul>		
On-site Child Nutrition Program Administrative/Program Review Single Day or Half Day Assist	Completed review forms provided by SDE on-site	Day of review	Single Day (8 hours): \$595 Half Day (4 hours): \$355
Summer Food Service Program Reviews	Completed review forms provided by SDE	Within 3 calendar days of conducting the review	\$715
Child Nutrition Program Site Visits	Completed report forms provided by SDE	Time frame determined by SDE: day of site visit to within 3 calendar days of site visit	1 hour: \$175 2 hours: \$235 3 hours: \$295
Training	Completed sign in sheets; completed participant evaluation forms	Within 30 calendar days of completion of training	1 hour: \$175 2 hours: \$235 3 hours: \$295 4 hours: \$355 5 hours: \$415 6 hours: \$475 7 hours: \$535 8 hours: \$595 9 hours: \$655 10 hours: \$715 11 hours: \$775 12 hours: \$835
Training Cancelation	Cancelation notice from SDE	Within 30 days of receiving cancelation notice	\$50
Hands-On Cooking Classes, 4 hours	Completed sign in sheets; completed participant evaluation forms	Within 30 calendar days of completion of training	\$505
Hands-On Cooking	Completed sign in sheets;	Within 30	\$415

Classes, 3 hours	completed participant evaluation forms	calendar days of completion of training	
Hands-On Culinary Knife Skills Classes	Completed sign in sheets; completed participant evaluation forms	Within 30 calendar days of completion of training	\$335
Shipping of Containers Holding Training A/V Equipment or Class Props	Deliverable for contracted activity needing shipment of containers	Same delivery date as contracted activity needing shipment of containers	\$25
Grant Activities	Completed activity summary form; completed participant evaluation forms	Within 30 calendar days of conducting the activity	1 hour: \$175 2 hours: \$235 3 hours: \$295 4 hours: \$355 5 hours: \$415 6 hours: \$475 7 hours: \$535 8 hours: \$595 9 hours: \$655 10 hours: \$715 11 hours: \$775 12 hours: \$835
HealthierUS School Challenge: Smarter Lunchrooms One-on-One Technical Assistance: <b>School Health Environment Assessment</b>	Completed SDE School Health Environment Assessment Report	Within 30 calendar days of completing report	\$595
HealthierUS School Challenge: Smarter Lunchrooms One-on-One Technical Assistance: <b>Food Service Assessment</b>	Completed Smarter Lunchroom Self-Assessment Scorecard and SDE Food Service Assessment Report	Within 30 calendar days of completing report	\$475
HealthierUS School Challenge: Smarter Lunchrooms One-on-One Technical Assistance: <b>Application Processing and Completion</b>	Completed SDE Eligibility Verification Report	Within 30 calendar days of completing report	\$355
CNP One-on-One Full Day or Half Day Technical	Completed report forms provided by SDE	Within 15 calendar days	Full Day (8 hours): \$715

Assistance		of date of technical assistance visit	Half Day (4 hours): \$355
Training for Contractor	Signed attendance roster or certificate of completion	Within 30 calendar days from date of attending training	\$50 per hour of actual training time
Out of Region Activities	Deliverable from out of region contracted activity	Same delivery date as out of region contracted activity	\$150 per day of contracted activity (minimum 2 days)
In Region, Out of Home Station Radius Travel	Address(es) where work conducted, date(s) of work conducted	Same delivery date as in region, out of area contracted activity	0-50 miles from home station: compensation included in contract activity fee 51-100 miles from home station: \$60/day 101-150 miles from home station: \$90/day 151+ miles from home station: \$120/day