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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

March 2, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with Keene State College of the University System of New Hampshire (Vendor #177865), 229 Main Street, Keene, NH 03435 to provide physical activity consultation in child care, in an amount not to exceed \$15,000 effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

Funds are available in State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget.

**05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HELATH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULAITON HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE**

Fiscal Year	Class-Acct	Class Title	Activity Number	Amount
2017	102-500731	Contracts for Program Services	90017117	\$15,000
			<b>Total</b>	<b>\$15,000</b>

**EXPLANATION**

The purpose of this agreement is to provide physical activity consultation and implement a statewide physical activity project focused on Licensed Child Care Programs.

Early Care and Education (ECE) settings are ideal for promoting physical activity because a large proportion of young children spend the majority of their waking hours in childcare. Early childhood is an excellent time to build physical activity skills and establish life-long habits of physical activity, both of which are crucial to obesity prevention efforts. The Contractor will provide qualified staff to assist the Licensed Child Care Programs in completing two physical activity assessments included in the Nutrition Physical Activity Self-Assessment for Child Care (Go NAP SACC) program.

This contract contains language which allows for the option to renew for up to two additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

This contract was competitively bid. On December 20, 2016, the Department issued a Request for Application to solicit applications from vendors to provide physical activity consultation and implement a statewide physical activity project focused on Licensed Child Care Programs. The Request for Application was available on the Department of Health and Human Services website from December 20, 2016, through January 12, 2017. There was one application submitted.

The application was evaluated based on the criteria published in the Request for Application. Keene State College was selected. The bid summary is attached.

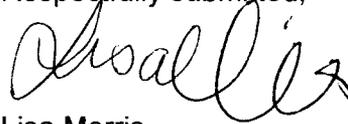
Should the Governor and Executive Council not approve this request, Licensed Child Care Programs may not have the assistance required to Go NAPP SACC Infant & Child Physical Activity and Outdoor Plan & Learning self-assessment tools which may improve the life-long habits of physical activity which are crucial to obesity prevention efforts.

Area Served: Statewide

Source of Funds: 100% Federal Funds

In the event that federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully submitted,



Lisa Morris  
Director

Submitted by:



Jeffrey A. Meyers  
Commissioner



New Hampshire Department of Health and Human Services  
 Office of Business Operations  
 Contracts & Procurement Unit  
 Summary Scoring Sheet

Physical Activity Consultation in Child  
 Care

RFA Name

RFA-2017-DPHS-10-Physi

RFA Number

Reviewer Names

1. Scot Foster, Health promotion  
Advisor, Comm Hlth Svcs
2. Monica DeRico, Chronic Disease  
Prog Specialist, DPHS
3. Kristine Lindell, CDC Public Health  
Associate, DPHS

1. Keene State College
2. 0
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	125	116
	125	0
	125	0
	125	0
	125	0
	125	0
	125	0

Bidder Name

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Division for Public Health Services**

and the

**Keene State College** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **Keene State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/17**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Physical Activity Consultation in Child Care**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Lisa Morris  
 Address: Division for Public Health Services  
29 Hazen Drive  
Concord, NH 03301

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Phone: 603-271-4501

**Campus Project Administrator**

Name: Dr. Penny Miceli  
 Address: 229 Main Street  
Keene, NH 03435

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Phone: 603-358-2427

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Scot Foster  
 Address: Division for Public Health Services  
29 Hazen Drive  
Concord, NH 03301

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Phone: 603-271-4628

**Campus Project Director**

Name: Dr. Karrie Kalich  
 Address: 229 Main Street  
Keene, NH 03435

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Phone: 603-358-2885

F. Total State funds in the amount of \$15,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \_\_\_\_\_ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. NU58DP004821 from under CFDA# 93.945. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the Keene State College and the State of New Hampshire, Department of Health and Human Services have executed this Project Agreement.

By An Authorized Official of:  
Keene State College

Name: PENNY J MICELI  
Title: DIRECTOR  
Signature and Date: SPONSORED PROJECTS & RESEARCH  
[Signature] 3/11/17

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: [Signature]  
Title: [Signature]  
Signature and Date: [Signature] 4/3/17

By An Authorized Official of:  
Department of Health and Human Services

Name: Lisa Morris  
Title: Director, DPHS  
Signature and Date: [Signature] 3/6/17

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

**EXHIBIT A**

**A. Project Title:** Physical Activity Consultation in Child Care

**B. Project Period:** upon Governor & Executive Council approval through 6/30/17

**The Department reserves the right to renew contracts for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.**

**C. Objectives:**

**D. Scope of Work:** See attached Exhibit A

**E. Deliverables Schedule:**

**F. Budget and Invoicing Instructions:**

The rate of compensation is an all-inclusive rate of fifty dollars (\$50) per hour up to ten (10) hours per week, not to exceed 100 hours per year for an amount of \$5000.

The rate of compensaion for sub-awards is up to \$1,000 per child care program for a maximum amount of \$7,000 for sub-awards.

The maximum total contract value is \$15,000 per year.

Vendor shall submit detailed invoices for services provided in Exhibit A, Scope of Services

**G. Other:**

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or

**The Contractor shall submit monthly invoices to the Department which shall include: services performed during that period and include a detailed account of work performed and a list of deliverables completed**



## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide the following services/items/responsibilities:
  - 2.1.1 Identify, recruit and engage with at least seven (7) licensed child care programs that:
    - 2.1.1.1 Have a total combined enrollment of at least 350 children ages birth to five years of age;
    - 2.1.1.2 Are in good standing with the New Hampshire Child Care Licensing Unit; and
    - 2.1.1.3 Are willing to complete the Go NAP SACC Infant & Child Physical Activity and Outdoor Play & Learning self-assessment tool by May 8, 2017 which are available at <https://gonapsacc.org/resources/nap-sacc-materials>
  - 2.1.2 Provide qualified staff to work with and assist each child care program identified above to complete the Go NAP SACC Infant & Child Physical Activity and Outdoor Play & Learning self-assessment tools on or before May 2, 2017.
    - 2.1.2.1 Staff must have NAP SACC consultation experience or other types of consultation focusing on child care.
  - 2.1.3 Distribute the following Go NAP SACC self-assessments to the selected child care programs:
    - 2.1.3.1 Infant & Child Physical Activity; and
    - 2.1.3.2 Outdoor Play and Learning.
  - 2.1.4 Assist the child care programs in completing the physical activity portion of the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC).



## Exhibit A

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- 2.1.5 Submit copies of each of the selected child care programs' completed self-assessments to the DPHS Project Administrator on or before May 16, 2017.
  - 2.1.6 Meet with the directors and the staff of each program to discuss physical activity policies/practices they could improve that were identified by the self-assessment instruments.
  - 2.1.7 Assist each selected child care program in choosing no fewer than three (3) policies and/or practices, identified in the self-assessment instruments, that they would like to add and/or improve.
  - 2.1.8 Work with child care program staff to write a brief action plan that includes the steps each program will take in order to implement the three physical activity policy/practice improvements they selected.
  - 2.1.9 Submit each of the selected child care program's brief action plans to the DPHS Project Administrator no later than June 1, 2017.
  - 2.1.10 Work with the DPHS Project Administrator to schedule phone or in-person evaluation interviews with each of the selected child care program directors. Interviews shall be scheduled and completed by June 14, 2017.
  - 2.1.11 Notify and/or assist child care programs (whose plan was approved by the DPHS Project Administrator) to apply for a sub-award of up to \$1,000, to assist with the plan implementation.
    - 2.1.11.1 A brief sub-award application form will be provided by DPHS for child care programs to complete and submit.
    - 2.1.11.2 All sub-awards must be approved by the DPHS Project Administrator prior to funds being issued to child care programs.
    - 2.1.11.3 Sub-awards will be disbursed through the Contractor.
  - 2.1.12 Assist the child care programs with future plans and strategies for improving and expanding the NAP SACC Program.
  - 2.1.13 Answer staff questions and assist with problem solving.
  - 2.1.14 Complete a project exit interview with the DPHS Project Administrator between June 14, 2017 and June 30, 2017.