

22 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES



Jeffrey A. Meyers
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964

Lisa Morris, MSSW
Director

March 19, 2018

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 to enter into an agreement with Keene State College of the University System of New Hampshire (vendor# 177865), 229 Main St., Keene NH 03435, for the development of a worksite lactation pilot project, for an amount not to exceed \$72,632, effective upon approval from the Governor & Executive Council through September 30, 2018. 100% Federal funds.

Funds are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, CHRONIC DISEASE PREVENTION AND SCREENING

Fiscal Year	Class-Acct	Class Title	Activity Number	Amount
2018	102-500731	Contracts for Program Services	90001036	\$15,778
2018	102-500731	Contracts for Program Services	90080083	\$48,965
2019	102-500731	Contracts for Program Services	90001036	\$7,889
			Total	\$72,632

EXPLANATION

The purpose of this request is to provide technical assistance and consultation for ten (10) worksites in New Hampshire to create lactation spaces and lactation programs that are in compliance with Section 7(r) of the Fair Labor Standards Act-Break Time for Working Mothers provision. The contractor will recruit worksites in New Hampshire to participate in the project, with approval from Department of Health and Human Services. Participating worksites will receive a financial award of up to five thousand dollars (\$5,000), to be spent on improvements related to developing a lactation program.

Mothers are among the fastest-growing segments of the labor force. However, women often encounter challenges re-entering the labor force after the birth of a child. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. Even though breastfeeding has been shown to reduce medical costs for the mother and child and reduce sick leave for the employee, women in the workplace may encounter a lack of a safe, private place for expressing milk, lack of flexibility for milk expression in the work schedule, and lack of accommodations to pump or store breast-milk. The vendor will work collaboratively with selected worksites to improve spaces for lactation within work sites and improve related policies.

This contract was competitively bid. The Department published a Request for Applications on January 11, 2018. One (1) application was received. The application was evaluated by Division of Public Health Services staff with knowledge of the program requirements. The applicant, Keene State College, was selected. The bid summary score sheet is attached.

The attached agreement is for the provision of these services for five (5) months, with the option to renew for up to four (4) additional years, based upon continued availability of funding, satisfactory vendor performance and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2018, and the Department shall not be liable for any payments for services provided after September 29, 2018, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2021-2022 biennia.

Should the Governor and Executive Council determine not to approve this request, ten worksites in New Hampshire may not be able to develop space at their facilities to provide support for breastfeeding mothers. There is evidence that employer support for lactation at work provides benefits such as improving productivity, enhancing public image, and decreasing absenteeism and employee turnover.

Area served: Statewide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3

Source of funds: 100% Federal Funds.

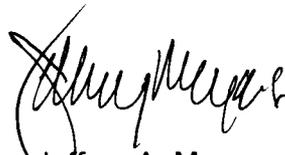
In the event that federal funds become no longer available, general funds will not be requested to support this contract.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Worksite Lactation Pilot Project

RFA-2018-DPHS-05-WORKS

RFA Name

RFA Number

Bidder Name

1. **Keene State College**

Pass/Fail	Maximum Points	Actual Points
	100	81

Reviewer Names

1. Marisa Lara, Mgr, Diabetes, Heart Disease, Obesity, Schl Hlth, DPHS
2. Kristina Thompson, WIC, State Breastfeeding Coord, DPHS
3. Whitney Hammond, Chronic Disease Director, DPHS

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 **9/30/18**. 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: **Worksite Lactation Pilot Project**

- 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 M. Morris, MSSW
 Address: Division for Public Health Services
29 Hazen Drive
Concord, NH 03301

Phone: 603-271-4501

Campus Project Administrator

Name: Audrey J. Arsenault, CRA
 Address: Office of Sponsored Projects and
Research
Keene State College
229 Main St.
Keene, NH 03435-3510

Phone: 603-358-2046

- 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: Lisa M. Morris, MSSW
 Address: Division for Public Health Services
29 Hazen Drive
Concord, NH 03301603-271-4501

Phone: 603-271-4501

Campus Project Director

Name: Margaret J. Henning, MA, Ph.D.
 Address: Keene State College
229 Main St.
Keene, NH 03435-3510

Phone: 603-358-2046

F. Total State funds in the amount of \$72,632 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. **NB01OT009141 and NU58DP006298** from **Centers for Disease Control and Prevention (CDC)** under CFDA# **93.758 and # 93.898**. 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: Audrey J. Arsenault, CRA

Title: Interim Director, Sponsored Projects and Research

Signature and Date:

Audrey J. Arsenault 4/2/18

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

Name: *Megan Yank*

Title: *Attorney DOJ*

Signature and Date:

[Signature] 4/17/18

By An Authorized Official of:

Division of Public Health Services

Name: Lisa M. Morris, MSSW

Title: Director

Signature and Date:

[Signature] 4/9/18

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Worksite Lactation Pilot Project
- B. **Project Period:** Upon Governor & Executive Council approval through 9/30/18.
The Department reserves the right to renew contracts for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
- C. **Objectives:** See Exhibit A-1
- D. **Scope of Work:** See Exhibit A-1
- E. **Deliverables Schedule:** See Exhibit A-1
- F. **Budget and Invoicing Instructions:** See Exhibit B-1

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 .



Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purposes of this Agreement, Keene State College is also referred to as the Contractor.
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. 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.
- 1.4. The Contractor shall select, with approval from the Department, ten (10) worksites in New Hampshire to participate in a Worksite Lactation Pilot Project and assist each participating employer to implement a lactation program that complies with Section 7(r) of the Fair Labor Standards Act - Break time for Nursing Mothers Provision.
- 1.5. The Contractor shall distribute a one-time financial award (CDC award) to each participating employer, not to exceed five-thousand dollars (\$5,000), with approval from The Department, for the purposes of establishing lactation space and developing a lactation program that is in compliance with Section 7(r) of the Fair Labor Standards Act - Break time for Nursing Mothers Provision.

2. Scope of Services

- 2.1. The Contractor shall ensure each participating employer develops a worksite lactation program that includes, but is not limited to:
 - 2.1.1. Creating and maintaining dedicated lactation space at the worksite.
 - 2.1.2. Completing the Centers for Disease Control (CDC) and Prevention Worksite Health Scorecard (WHS).
 - 2.1.3. Completing an application for the CDC award, on a form provided by the Department.
 - 2.1.4. Completing a budget that allocates the CDC award funds to expenses related to the development of a worksite lactation program.
 - 2.1.5. A plan to improve existing lactation support at work.
- 2.2. The Contractor shall assist each worksite to complete an application for New Hampshire Breastfeeding Friendly Workplace award, if the employer chooses to apply.



-
- 2.3. The Contractor shall provide support to each worksite that includes, but is not limited to:
- 2.3.1. Educating and training employees, Human Resource personnel, managers and staff members to understand the benefits of a worksite lactation program for mothers, children, and employers.
 - 2.3.2. Developing policies to:
 - 2.3.2.1. Support employees who use the worksite lactation space.
 - 2.3.2.2. Sustain a worksite lactation program.
 - 2.3.3. Implementing lactation program improvements.
 - 2.3.4. Providing information to employees about the worksite lactation program during site visits.
- 2.4. The Contractor shall meet with the Department on a monthly basis to discuss Worksite Lactation Pilot Project issues. The Contractor shall:
- 2.4.1. Facilitate project kick-off meetings for each selected/approved worksite identified in Section 1.3 and Section 1.4, above, which shall include designated staff from:
 - 2.4.1.1. The Department.
 - 2.4.1.2. The Contractor.
 - 2.4.1.3. The participating employer.
 - 2.4.2. Meet with each participating employer a minimum of three times between the date of the project kick-off meeting and the contract completion date specified in Form P-37, General Provisions, Block 1.X. Meetings may be conducted in-person, or by using video tele-conferencing technology.

3. Reporting

- 3.1. The Contractor shall provide an initial report to the Department, for each participating worksite, on or before June 15, 2018. The Contractor shall ensure each report includes, but is not limited to.
 - 3.1.1. The name, address, and telephone number of the participating employer.
 - 3.1.2. The employer's contact person for issues relating to the Worksite Lactation Pilot Project.
 - 3.1.3. The number of employees at the participating worksite.
 - 3.1.4. A completed CDC Worksite Health Scorecard.
 - 3.1.5. A budget for expenses paid from the CDC Award described above in Section 1.4.
 - 3.1.6. An assessment of the existing worksite lactation program.



-
- 3.1.7. A written plan to address areas for improvement of the existing worksite lactation program.
 - 3.2. The Contractor shall provide a final report to the Department by September 30, 2018, for each participating worksite. The Contractor shall ensure each report includes, but is not limited to:
 - 3.2.1. An updated CDC Worksite Health Scorecard.
 - 3.2.2. Digital images of the lactation space at each worksite.
 - 3.2.3. A written narrative that includes, but is not limited to:
 - 3.2.3.1. A narrative explanation of how CDC Award funds were used by the employer to implement the Worksite Lactation Pilot Project.
 - 3.2.3.2. A summary of policies that were developed related to the Worksite Lactation Pilot Project.

4. Performance Measures

- 4.1. The Contractor shall monitor the following performance indicators to measure the effectiveness of services:
 - 4.1.1. Total number of worksites that are participating in a Worksite Lactation Pilot Project.
 - 4.1.2. Total number of worksites that have created new space in their facilities for mothers to express breastmilk during work hours.
 - 4.1.3. Total number of worksites that have remodeled an existing space in their facilities for mothers to express breastmilk during work hours.
 - 4.1.4. Total number of requests for information from worksites that are not participating in a Worksite Lactation Pilot Project.
 - 4.1.5. Total number of worksites that have implemented new lactation policies.

5. Deliverables

- 5.1. The Contractor shall enroll ten (10) worksites to participate in a Worksite Lactation Pilot Project, as approved by the Department.
- 5.2. The Contractor shall distribute financial awards described in Section 1.4 to each of the ten (10) worksites, with approval from The Department, for the purpose of developing worksite lactation space, and implementing a worksite lactation program.
- 5.3. The Contractor shall visit each worksite no less than three (3) times on three (3) separate occasions between May 18, 2018 and September 30, 2018.

KCT



Exhibit B-1

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed Section F of the Project Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Centers for Disease Control and Prevention (CDC), Preventive Health Services Block Grant (PHHSBG), CFDA #93.758, Federal Award Identification Number (FAIN), NB01OT009141, and funds from the Centers for Disease Control and Prevention (CDC), NH Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry Program), CFDA #93.898, Federal Award Identification Number (FAIN), NU58DP006298.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on an hourly reimbursement rate of \$50 per hour, inclusive of travel, for actual hours worked. The Contractor shall be paid for only the total number of hours actually worked, not to exceed four hundred fifty-two (452) hours.
 - 2.2. The Contractor will submit an invoice for reimbursement in a form satisfactory to the State by the twentieth working day of each month for expenses incurred in the prior month. The invoice shall include hours worked, and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the Project Agreement End Date in Section B.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:
 - Department of Health and Human Services
 - Division of Public Health Services
 - 29 Hazen Drive
 - Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B-1.
- 3) Changes limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties, and may be made without obtaining approval of the Governor and Executive Council.