

9 mac



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers  
 Commissioner

Lisa M. Morris  
 Director

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

August 15, 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, Division of Public Health Services to exercise a renewal option to an existing agreement with Keene State College of the University System of New Hampshire (Vendor #177865-B006), 229 Main St., Keene NH 03435, for the provision of services for the development of a worksite lactation pilot project by increasing the price limitation by \$145,264 from \$72,632 to \$217,896 and extending the contract completion date from September 30, 2018 to September 30, 2020, effective upon approval from the Governor and Executive Council. 100% Federal funds.

The original contract was approved by the Governor and Executive Council on May 2, 2018 (Item #22).

Funds are available in the following accounts in State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER**

State Fiscal Year	Class/ Object	Class Title	Job Number	Current Budget	Increase/ Decrease	Modified Budget
2018	102-500731	Contracts for Program Services	90080083	\$48,965	\$0	\$48,965
2019	102-500731	Contracts for Program Services	90080083	\$0	\$48,965	\$48,965
2020	102-500731	Contracts for Program Services	90080083	\$0	\$48,965	\$48,965
			<b>Subtotal</b>	<b>\$48,965</b>	<b>\$97,930</b>	<b>\$146,895</b>

**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, COMBINED CHRONIC DISEASE**

State Fiscal Year	Class/ Object	Class Title	Job Number	Current Budget	Increase/ Decrease	Modified Budget
2018	102-500731	Contracts for Program Services	90001036	\$15,778	\$0	\$15,778
2019	102-500731	Contracts for Program Services	90001036	\$7,889	\$15,778	\$23,667
2020	102-500731	Contracts for Program Services	90001036	\$0	\$23,667	\$23,667
2021	102-500731	Contracts for Program Services	90001036	\$0	\$7,889	\$7,889
			<b>Subtotal</b>	<b>\$23,667</b>	<b>\$47,334</b>	<b>\$71,001</b>
			<b>Grand Total</b>	<b>\$72,632</b>	<b>\$145,264</b>	<b>\$217,896</b>

**EXPLANATION**

The purpose of this request is to allow the Contractor to continue to provide technical assistance and consultation to no less than twenty (20) additional 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, with approval from the Department, to participate in the project. Participating worksites will each 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. 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. The Contractor will work collaboratively with selected worksites to improve spaces for lactation within work sites and improve related policies.

The Contractor has executed the terms of the original agreement to the satisfaction of the Department. Ten (10) worksites have been recruited to participate in the program. These ten worksites have been awarded grant money, and have made purchases of supplies and equipment, and improved existing, or created new lactation spaces for their employees to use. The ten participating worksites have created new lactation policies, or revised their existing policies. More than 1,600 working mothers and female employees will benefit from using the services that have been implemented at the ten (10) participating worksites during the first year of this program. This request, if approved, will exercise the State's option to renew the agreement for two of the possible four (4) additional years.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and biennium.

Should the Governor and Executive Council determine not to approve this request, additional worksites in New Hampshire may not be able to develop space at their facilities to provide support for breastfeeding mothers.

Area served: Statewide

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,

  
for Lisa M. Morris  
Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**AMENDMENT #1 to  
COOPERATIVE PROJECT AGREEMENT**

between the  
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**  
and the  
**Keene State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 5/2/18, item # 22, for the Project titled "**Worksite Lactation Pilot Project**," Campus Project Director, **Margaret J. Henning, MA, Ph.D.**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Exercise a renewal option for two (2) additional years of services.

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A. is revised to replace the State Department name of **not amended (N/A)** with **N/A** and/or USNH campus from **N/A** to **N/A**.
- Article B. is revised to replace the Project End Date of **September 30, 2018** with the revised Project End Date of **September 30, 2020**, and Exhibit A, article B is revised to replace the Project Period of **May 2, 2018 – September 30, 2018** with **May 2, 2018 – September 30, 2020**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "**N/A**," dated **N/A**.
- Article D. is amended to change the State Project Administrator to **N/A** and/or the Campus Project Administrator to **N/A**.
- Article E. is amended to change the State Project Director to **N/A** and/or the Campus Project Director to **N/A**.
- Article F. is amended to add funds in the amount of **\$145,264** and will read:

Total State funds in the amount of **\$217,896** 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.

- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share **N/A%** of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **N/A** from **N/A** under CFDA# **N/A**. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) N/A of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article N/A is amended in its entirety to read as follows: N/A

Article N/A is amended in its entirety to read as follows: N/A

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement.

By An Authorized Official of:

Keene State College

Name: Audrey J. Arsenault, CRA

Title: Director, Sponsored Programs Administration

Signature and Date: Audrey J. Arsenault 8/14/18

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

Name: Megan Yapel

Title: Attorney

Signature and Date: [Signature] 8/17/18

By An Authorized Official of:

Division of Public Health Services

Name: Lisa M. Morris

Title: Director

Signature and Date: [Signature] 8/16/18

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 and Executive Council approval through 9/30/2020. 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:** See Exhibit A-1
- D. **Scope of Work:** See Exhibit A-1
- E. **Deliverables Schedule:** See Exhibit A-1
- F. **Budget and Invoicing Instructions:** Delete Exhibit B-1 in its entirety and replace with and Exhibit B-1 Amendment #1.
- G. Add Exhibit I, Health Insurance Portability Act Associate Agreement.
- H. Add Exhibit K, DHHS Information Security Requirements.



## Exhibit B-1 Amendment #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 1,557 hours, of which no more than 452 hours may be worked prior to September 30, 2018, and no more than 1,005 hours may be worked prior to September 30, 2019.
  - 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](mailto: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.



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

*[Handwritten Signature]*

Signature of Authorized Representative

PATRICIA TICCET

Name of Authorized Representative

Deputy Director, DPHS

Title of Authorized Representative

8/16/18

Date

Keene State College

Name of the Contractor

*[Handwritten Signature]*

Signature of Authorized Representative

Audrey J. Arsenault

Name of Authorized Representative

Interim Director Office of Sponsored Projects & Research

Title of Authorized Representative

8/14/18

Date



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH. systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information..



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers  
Commissioner

Lisa Morris, MSSW  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4527  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



*Handwritten initials/signature*

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
			<b>Total</b>	<b>\$72,632</b>

### 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.

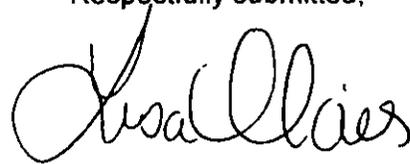
Area served: Statewide

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

Source of funds: 100% Federal Funds.

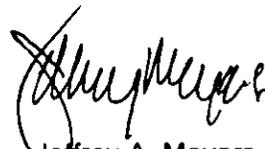
In the event that federal funds become no longer available, general funds will not be requested to support this contract.

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 Name

RFA-2018-DPHS-05-WORKS

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, SchI 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 03301 603-271-4501

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 4/24/18

**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 Office of the Attorney General**  
Name: Megan Yarbic  
Title: Attorney  
Signature and Date:  
[Signature] 4/17/18

**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.



**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 [DPHContractBilling@dhhs.nh.gov](mailto:DPHContractBilling@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.