



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9544 1-800-852-3345 Ext. 9544  
 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 3, 2023

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 for Behavioral Health, to enter into a **Sole Source** amendment to an existing agreement with Plymouth State University (VC#315187), Plymouth, NH, to continue supporting the statewide implementation of the Critical Time Intervention model in the ten Community Mental Health Centers (CMHCs), by exercising a contract renewal option by extending the completion date from September 1, 2023 to September 1, 2025 and increasing the price limitation by \$372,664 from \$152,268 to \$524,932, effective September 1, 2023, upon Governor and Council approval. 64.81% Federal Funds. 35.19% General Funds.

The original contract was approved by Governor and Council on October 13, 2021, item #38A.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT.**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	92244120	\$53,882	\$0	\$53,882
2023	102-500731	Contracts for Prog Svc	92244120	\$44,798	\$0	\$44,798
			<b>Subtotal</b>	<b>\$98,680</b>	<b>\$0</b>	<b>\$98,680</b>

**05-95-92-920010-78770000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, DIV BEHAVIORAL HLTH OPERATIONS, OFFICE OF DIRECTOR.**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	92000051	\$33,482	\$0	\$33,482
2024	102-500731	Contracts for Prog Svc	92000051	\$20,106	\$165,788	\$185,894
2025	102-500731	Contracts for Prog Svc	92000051		\$193,723	\$193,723
2026	102-500731	Contracts for Prog Svc	92000051		\$13,153	\$13,153
			<b>Subtotal</b>	<b>\$53,588</b>	<b>\$372,664</b>	<b>\$426,252</b>
			<b>Total</b>	<b>\$152,268</b>	<b>\$372,664</b>	<b>\$524,932</b>

#### EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is the only contractor able to provide the necessary services due to being the only State of NH subject matter expert for the evidence-based Critical Time Intervention (CTI) model, and therefore is uniquely qualified to continue supporting the implementation of CTI.

The purpose of this request is for the Contractor to continue supporting the statewide implementation of the CTI model through the ten (10) Community Mental Health Centers and to begin implementing fidelity reviews of the CTI program.

The Contractor will continue providing CTI worker and supervisor trainings, facilitate Community of Practice meetings for the Department and other CTI-affiliated personnel, and support implementation by conducting individualized calls and coaching to the Department and CTI-affiliated personnel. Additionally, the price limitation is increased to reflect additional salary and associated costs for the Contractor to assist the Department with coordinating fidelity reviews of the program. These reviews are an important part of quality oversight to ensure programs are operating with fidelity to the evidence-based CTI model.

CTI is a well-researched and cost effective evidence-based practice that offers highly specialized interventions that bridge the gap to ease transitions from institutional to community-based care. CTI is a time-limited nine (9) month program that provides specialized interventions to support an individual in achieving manageable goals while connecting with community supports. When implemented correctly, CTI facilitates successful transitions during critical times of change.

The Department will continue monitoring services by reviewing training summary and ad hoc reports, and the final report reflective of cumulative four-year learnings submitted by the Contractor.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the training, coaching, and quality monitoring needed to support the statewide CTI model will not be provided. This would jeopardize positive outcomes for individuals served and would result in the Department needing to obtain these services elsewhere or discontinue the program.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Commissioner

**AMENDMENT #1 to  
COOPERATIVE PROJECT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Department of Health and Human Services**  
and the  
**Plymouth State University of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/13/21, item # 38A, for the Project titled "Training and Community of Practice for Critical Time Intervention," Campus Project Director, Kimberly Livingstone, 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: Extend the Project Agreement and Project Period end date.

**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 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 9/1/23 with the revised Project End Date of 9/1/25, and Exhibit A, article B is revised to replace the Project Period of 10/13/21 – 9/1/23 with 10/13/21 – 9/1/25.
- 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 \$372,664 and will read:  

Total State funds in the amount of \$524,932 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        % 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. SS-2012-DBH-05-TRAIN-01-A01 from Substance Abuse and Mental Health Services Administration under CFDA# 93.958. 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) 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 is amended in its entirety to read as follows:  
 Article is amended in its entirety to read as follows:

- 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:  
Plymouth State University

Name: Karen M. Jensen  
 Title: Director, PreAward Compliance  
 Signature and Date: Karen Jensen Digitally signed by Karen Jensen  
Date: 2023.07.18 12:17:35 -0400

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

Name: Robyn Guarino  
 Title: Attorney  
 Signature and Date: DocuSigned by:  
Robyn Guarino 7/19/2023  
746734641944468...

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

Name: Katja S. Fox  
 Title: Director  
 Signature and Date: DocuSigned by:  
Katja S. Fox 7/18/2023  
ED9D05B04C63442...

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

Name:  
 Title:  
 Signature and Date:

## EXHIBIT A

**A. Project Title:** Training and Community of Practice for Critical Time Intervention (SS-2022-DBH-05-TRAIN-01-A01)

**B. Project Period:** October 13, 2021 – September 1, 2025, Amendment #1 to become effective September 1, 2023, upon Governor and Executive Council approval.

**C. Objectives:** See Exhibit A-1, Amendment #1, Scope of Services

**D. Scope of Work:** See Exhibit A-1, Amendment #1, Scope of Services, Exhibit A-2, Amendment #1, Business Associate Agreement

**E. Deliverables Schedule:** See Exhibit A-1, Amendment #1, Scope of Services

**F. Budget and Invoicing Instructions:**

Modify Exhibit A, Item F-2, Payment Terms, Section 1. to read:

1. This Agreement is funded by:

- 1.1. 64.81%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration; CFDA 93.958, FAIN IB09SM083987.
- 1.2. 35.19% General Funds.

Modify Exhibit A, Item F-2, Payment Terms, Section 3. to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1, Amendment #1.

Modify Exhibit A, Item F-2, Payment Terms, Section 8. to read:

8. The Contractor must provide the services in Exhibit A-1, Scope of Services, Amendment #1, in compliance with funding requirements.

Modify Exhibit A, Item F-2, Payment Terms, Section 9. to read:

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A-1, Scope of Services, Amendment #1.

Add Exhibit A, Amendment #1, Item F-1.

New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
**EXHIBIT A-1, Amendment #1**



**Scope of Services**

**1: Statement of Work**

- 1.1. The Contractor shall provide support to Department staff and Critical Time Intervention (CTI) providers working within the ten Community Mental Health Centers (CMHCs) in order to implement the CTI model, which offers specialized interventions to individuals at critical times of transition and typically bridges the gap from institutional to community care.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 9:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.5. The Contractor shall develop and provide CTI trainings, either in-person or virtually as determined by the Department, to CMHC CTI providers. The Contractor shall ensure training includes, but is not limited to:
  - 1.5.1. Developing CTI orientation and training materials including, but not limited to:
    - 1.5.1.1. CTI training curriculum;
    - 1.5.1.2. CTI training manual; and
    - 1.5.1.3. Compilation of relevant CTI resources.
  - 1.5.2. Conducting a minimum of four (4) 2-day CTI worker trainings, which include, but are not limited to:
    - 1.5.2.1. CTI overview.
    - 1.5.2.2. CTI Core principles.
    - 1.5.2.3. CTI background and research.
    - 1.5.2.4. Key practices by CTI phase.
    - 1.5.2.5. Complimentary practices to CTI.
    - 1.5.2.6. Implementation challenges and facilitators.
    - 1.5.2.7. CTI case studies to aid in application of skills and principles.
  - 1.5.3. Conducting two (2) 1-day CTI supervisor trainings that include, but are not limited to:
    - 1.5.3.1. Clinical, individual, group, team, and administrative supervision.
    - 1.5.3.2. CTI fidelity.

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
EXHIBIT A-1, Amendment #1**



- 1.5.3.3. CTI case management skills.
- 1.5.3.4. Burnout prevention.
- 1.5.4. The Contractor shall collaborate with the Department to create a training attendee satisfaction survey that will be distributed to training attendees at the conclusion of each training.
- 1.6. The Contractor shall facilitate in-person Community of Practice (COP) meetings for all CTI-affiliated staff. The Contractor shall:
  - 1.6.1. Facilitate four (4) COP meetings annually.
  - 1.6.2. Ensure that topics addressed in the COP meetings include, but are not limited to:
    - 1.6.2.1. Key reporting on implementation challenges and CTI outcomes.
    - 1.6.2.2. Peer discussion on shared challenges.
    - 1.6.2.3. Potential solutions to challenges with implementation and CTI work.
    - 1.6.2.4. Miscellaneous topics raised by stakeholders invited to group to discuss concerns and resources.
- 1.7. The Contractor shall provide implementation support to Department CTI-affiliated personnel and CMHC CTI providers through activities that include, but are not limited to:
  - 1.7.1. Conducting individualized weekly calls with Department CTI-affiliated personnel throughout the project implementation period.
  - 1.7.2. Providing a minimum of ten (10) hours per month of individualized calls to CMHC CTI providers throughout the project implementation period.
  - 1.7.3. Ensuring that topics addressed in the support calls include, but are not limited to:
    - 1.7.3.1. Implementation challenges with leadership, providers, or other parties.
    - 1.7.3.2. Pre-implementation consultation around fidelity including development of program structures, policies, and/or procedures.
    - 1.7.3.3. Post-implementation fidelity consultation including fidelity challenges, additional resources, discussion of challenges to CTI work:
      - 1.7.3.3.1. With clients;



**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
EXHIBIT A-1, Amendment #1**



- 1.7.3.3.2. Within programs; and
- 1.7.3.3.3. In the community.
- 1.7.3.4. Consultation around issues related to state-wide facilitation and coordination including developing procedures from state-wide referral sources.
- 1.8. The Contractor shall facilitate twelve (12) in-person and virtual cohort meetings to CMHC CTI supervisors. The Contractor shall ensure:
  - 1.8.1. Monthly meetings are held virtually;
  - 1.8.2. Quarterly meetings are held in-person; and
  - 1.8.3. Topics may include, but are not limited to:
    - 1.8.3.1. Key reporting on implementation challenges and CTI outcomes.
    - 1.8.3.2. Peer discussion on shared challenges and potential solutions to challenges with implementation and CTI work.
    - 1.8.3.3. Miscellaneous topics raised by stakeholders to discuss concerns and resources.
- 1.9. The Contractor, in consultation with the Department, shall coordinate ten (10) Fidelity Reviews, either in-person or virtually, as determined by the Department. The Contractor shall ensure:
  - 1.9.1. Fidelity Reviews include:
    - 1.9.1.1. Site visits;
    - 1.9.1.2. Chart reviews;
    - 1.9.1.3. Observations of team meetings; and
    - 1.9.1.4. Interviews with CTI personnel; and
  - 1.9.2. Review criteria includes:
    - 1.9.2.1. Intake Assessment and Early Engagement, Community-Based Meetings (Phase 1);
    - 1.9.2.2. Intensive Phase 1 (Phase 1);
    - 1.9.2.3. Stepping back for Sustainability (Phase 3);
    - 1.9.2.4. Phased Intervention, Time-Limited, Few Dropouts, Small Caseload Size, Quality of CTI Worker's Role, Quality of Phase Plans (Phases 2-3);
    - 1.9.2.5. Quality of Progress Notes, Quality of Closing Note (at end of CTI); and

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
EXHIBIT A-1, Amendment #1**



1.9.2.6. Weekly Team Supervision, Quality of Supervision, Quality of Fieldwork Coordination.

- 1.10. The Contractor shall submit all subcontracts to the Department for review and approval within 30 days of contract effective date.
- 1.11. The Contractor shall assist the Department with disseminating materials related to CTI program implementation and evaluation outcomes.
- 1.12. The Contractor shall participate in weekly meetings, or as needed, with the Department to ensure compliance with the contractual requirements.

**2. Reporting Requirements**

- 2.1. The Contractor shall submit a training summary report within fifteen (15) days of each training, in the format requested by the Department, which includes, but is not limited to:
  - 2.1.1. CTI worker training outcomes.
  - 2.1.2. CTI supervisor training outcomes.
- 2.2. The Contractor shall submit ad hoc reports, as needed, to ensure progress toward CTI program implementation, which include, but are not limited to:
  - 2.2.1. Findings from Community of Practice meetings.
  - 2.2.2. Findings from implementation support calls and coaching.
  - 2.2.3. Other key data as requested by the Department.
- 2.3. The Contractor shall submit a final report to reflect cumulative 4-year learnings on statewide CTI program implementation to the Department no later than 90 days post project implementation period.

**3. Performance Measures**

- 3.1. The Contractor's performance shall be measured in accordance with data received through reporting that includes, but is not limited to:
  - 3.1.1. Percentage of satisfaction rates among CTI workers as a result of CTI worker training, Community of Practice meetings, and implementation support calls/coaching.
  - 3.1.2. Percentage of satisfaction rates among CTI supervisors as a result of the CTI supervisor training.
- 3.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

**Plymouth State University**  
**Training and Community of Practice for Critical Time Intervention**  
**Exhibit A, Item F-1, Amendment #1**

Budget Items	SFY 2024 Budget*	SFY 2025 Budget	SFY 2026 Budget	Total
1. Salaries & Wages	\$85,497	\$96,986	\$6,166	\$188,649
2. Employee Fringe Benefits	\$25,466	\$28,254	\$2,047	\$55,767
3. Travel	\$2,715	\$1,500	\$500	\$4,715
4. Supplies and Services	\$5,583	\$3,008	\$500	\$9,091
5. Equipment	\$0	\$0	\$0	\$0
6. Service Provider	\$12,000	\$2,000		\$14,000
7. Facilities & Admin Costs	\$54,633	\$61,975	\$3,940	\$120,548
<b>Totals</b>	<b>\$185,894</b>	<b>\$193,723</b>	<b>\$13,153</b>	<b>\$392,770</b>

\*reflects an increase of \$165,788 to FY24  
Total budget increase \$372,664

**New Hampshire Department of Health and Human Services  
Exhibit A-2, Amendment #1**



The Contractor identified as "Plymouth State University" in Section A 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 and those parts of the HITECH Act 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 Department of Health and Human Services.

**Project Title: Training and Community of Practice for Critical Time Intervention**

**Project Period: 9/1/23 -9/1/25**

**BUSINESS ASSOCIATE AGREEMENT**

**(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. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
- c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- h. "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.
- i. "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.
- j. "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 164.502(g).

New Hampshire Department of Health and Human Services  
Exhibit A-2, Amendment #1



- k. "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.
- l. "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.
- m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. "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.
- p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. 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) **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, the Business Associate, and 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 (including this Exhibit) 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 45 CFR 164.410, 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 Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to

New Hampshire Department of Health and Human Services  
Exhibit A-2, Amendment #1



such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

- 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 reasonable security safeguards.

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

- a. The Business Associate shall notify the NH DHHS Information Security via the email address provided in Exhibit K- Information Security Requirements of this Contract, of any Incidents or Breaches immediately after the Business Associate has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

- b. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person who used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than two (2) business days of discovery of the breach and after completion, immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all applicable 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) herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by the Agreement for the purpose of use and disclosure of protected health information.

**New Hampshire Department of Health and Human Services**  
**Exhibit A-2, Amendment #1**



- 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 this Exhibit.
- 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 this Exhibit, 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 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**

New Hampshire Department of Health and Human Services  
Exhibit A-2, Amendment #1



- 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 #14 of the 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, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as 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, including this Exhibit, 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 under the Agreement.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement or this Exhibit shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- 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 this Exhibit in section (3)(l), and the defense





New Hampshire Department of Health and Human Services  
Exhibit A-2, Amendment #1

and indemnification provisions of section (3) and Paragraph #14 of the Agreement 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 by:

*Katja S. Fox*

Signature of Authorized Representative

Katja S. Fox

Authorized Representative

Director

Title of Authorized Representative

7/18/2023

Date

Plymouth State University

**Karen Jensen** Digitally signed by Karen Jensen  
Date: 2023.07.18 12:18:08 -04'00'

Signature of Authorized Representative

Karen Jensen

Authorized Representative

Director, PreAward Compliance

Title of Authorized Representative

7/18/23

Date

38A mac



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Sblizette  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 16, 2021

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 for Behavioral Health, to enter into a **Sole Source** cooperative project agreement with Plymouth State University (VC#315187), Plymouth, NH, in the amount of \$152,268 in order to support the statewide implementation of the Critical Time Intervention model in the ten Community Mental Health Centers (CMHCs), with the option to renew for up to two additional years, effective upon Governor and Council approval through September 1, 2023. 64.81% Federal Funds. 35.19% General Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92244120	\$53,882
2023	102-500731	Contracts for Prog Svc	92244120	\$44,798
			<i>Subtotal</i>	<b>\$98,680</b>

**05-95-92-920010-78770000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, DIV BEHAVIORAL HLTH OPERATIONS, OFFICE OF DIRECTOR**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	92000051	\$33,482
2024	102-500731	Contracts for Prog Svc	92000051	\$20,108
			<i>Subtotal</i>	<b>\$53,588</b>
			<b>Total</b>	<b>\$152,268</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

### EXPLANATION

This request is **Sole Source** because the Contractor is the only contractor able to provide the necessary services due to being the only State of NH subject matter expert for the evidence-based Critical Time Intervention model.

The purpose of this request is to support the statewide implementation of the Critical Time Intervention Critical Time Intervention model through the ten (10) Community Mental Health Centers.

Critical Time Intervention is a well-researched and cost effective evidence-based practice that offers highly specialized interventions to individuals at critical times of transition and typically bridges the gap from institutional to community-based care. Critical Time Intervention is a time-limited process that has a duration of approximately nine (9) months. Interventions are provided to support an individual's focus on a limited, manageable number of goals while they are in the process of connecting to formal and informal community supports. Critical Time Intervention, when correctly implemented, facilitates successful transitions for individuals at critical times of transition.

Plymouth State University will provide Critical Time Intervention worker and supervisor trainings as well as Train the Trainer and Fidelity Assessment trainings to Community Mental Health Centers Critical Time Intervention providers and facilitate Community of Practice meetings for the Department and other Critical Time Intervention-affiliated personnel. Additionally, Plymouth State University will provide implementation support by conducting individualized calls and coaching to the Department and Critical Time Intervention-affiliated personnel.

The Contractor will also assist the Department with developing evaluation criteria for Critical Time Intervention program implementation and outcomes.

The Department will monitor services by reviewing ad hoc reports and the final report reflective of cumulative two-year learnings submitted by the Contractor.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

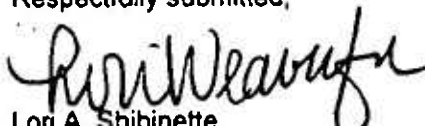
Should the Governor and Council not authorize this request, training for the statewide Critical Time Intervention model will not be provided to the ten (10) Community Mental Health Centers, which could result in Critical Time Intervention workers not receiving the information necessary to implement an evidence-based model to fidelity. Lack of Critical Time Intervention training from the Contractor could jeopardize the positive outcomes for clients and would result in the Department needing to obtain training elsewhere that would likely cover less material and be more costly.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #1B09SM083987

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE; Department of Health and Human Services**

and the

**Plymouth State University 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 **Plymouth State University**, (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 9/1/23. 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: Training and Community of Practice for Critical Time Intervention**

- 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: Stephanie Cameron  
 Address: DHHS/DBH  
129 Pleasant Street  
Concord, NH 03301

Phone: 603-271-9307

**Campus Project Administrator**

Name: Kimberly Becker  
 Address: Keene State College  
229 Main Street  
Keene, NH 03435

Phone: 603-358-2443

- 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: Katja Fox  
 Address: DHHS/DBH  
129 Pleasant Street  
Concord, NH 03301

Phone: 603-271-9406

**Campus Project Director**

Name: Kimberly Livingstone  
 Address: Plymouth State University  
17 High Street, MSC 57  
Plymouth, NH 03264

Phone: 603-535-2538



F. Total State funds in the amount of \$152,268 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. **SS-2012-DBH-05-TRAIN-01** from **Substance Abuse and Mental Health Services Administration** under CFDA# **93.958**. 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 Plymouth State University and the State of New Hampshire, Department of Health and Human Services have executed this Project Agreement.

By An Authorized Official of:  
Plymouth State University

Name: Karen Jensen  
Title: Manager, Sponsored Programs Administration

Signature and Date: *Karen Jensen* 9/15/2021

By An Authorized Official of: the New Hampshire Office of the Attorney General  
Name: J. Christopher Marshall

Title: Assistant Attorney General

Signature and Date: *J. Christopher Marshall* 9/21/2021

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

Name: *Katja Fox*  
Title: Director

Signature and Date: *Katja Fox* 9/15/2021

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

Title:

Signature and Date:

## EXHIBIT A

- A. **Project Title:** Training and Community of Practice for Critical Time Intervention (SS-2022-DBH-05-TRAIN-01)
- B. **Project Period:** Upon Governor and Executive Council approval through September, 01, 2023. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- C. **Objectives:** See Exhibit A-1.
- D. **Scope of Work:** See Exhibit A-1, Scope of Services.
- E. **Deliverables Schedule:** See Exhibit A-1 Scope of Services.
- F. **Budget and Invoicing Instructions:** See Exhibit A, Item F-1 and Exhibit A F-2.

## 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

03  
kj

New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
**EXHIBIT A-1**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide support to Department staff and Critical Time Intervention (CTI) providers working within the ten Community Mental Health Centers (CMHCs) in order to implement the CTI model, which offers specialized interventions to individuals at critical times of transition and typically bridges the gap from institutional to community care.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 9:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.5. The Contractor shall develop and provide CTI trainings, either in-person or virtually as determined by the Department, to CMHC CTI providers. The Contractor shall ensure training includes, but is not limited to:
  - 1.5.1. Developing CTI orientation and training materials including, but not limited to:
    - 1.5.1.1. CTI training curriculum;
    - 1.5.1.2. CTI training manual; and
    - 1.5.1.3. Compilation of relevant CTI resources.
  - 1.5.2. Conducting a minimum of four (4) 2-day CTI worker trainings, which include, but are not limited to:
    - 1.5.2.1. CTI core principles.
    - 1.5.2.2. Key practices by CTI phase.
    - 1.5.2.3. Implementation challenges and facilitators.
    - 1.5.2.4. CTI case study review.
  - 1.5.3. Conducting two (2) 1-day CTI supervisor trainings that include, but are not limited to:
    - 1.5.3.1. Clinical, individual, group, team, and administrative supervision.
    - 1.5.3.2. CTI fidelity.
    - 1.5.3.3. CTI case management skills.
    - 1.5.3.4. Burnout prevention.
  - 1.5.4. Developing, reviewing and editing training materials for CTI Train-the-



**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
EXHIBIT A-1**



Trainer training.

- 1.5.5. Conducting one (1) 2-day Train-the-Trainer training that includes, but is not limited to:
  - 1.5.5.1. Roles, responsibilities, challenges and opportunities within each CTI phase.
  - 1.5.5.2. The "Tell, Show, Do, Apply" approach to training.
  - 1.5.5.3. Best practices and enhancing trainer skills through practice with feedback.
- 1.5.6. Conducting one (1) 1-day Fidelity Train-the-Trainer training that includes, but is not limited to:
  - 1.5.6.1. Reviewing the structure of CTI Fidelity Scale and how the fidelity items measure CTI principles.
  - 1.5.6.2. Reviewing data collected by the CTI team and fidelity assessors.
  - 1.5.6.3. Assessor tasks before, during and after site visit.
  - 1.5.6.4. How to abstract data onto worksheets.
  - 1.5.6.5. How to rate fidelity items and calculate team score.
  - 1.5.6.6. Understanding fidelity report elements.
- 1.6. The Contractor shall facilitate Community of Practice (COP) meetings for all CTI-affiliated staff. The Contractor shall ensure activities include, but are not limited to:
  - 1.6.1. Facilitating eight (8) COP meetings during Year 1 of the project period including an anticipated 6 monthly virtual and 2 quarterly in-person meetings.
  - 1.6.2. Facilitating twelve (12) COP meetings in Year 2 of the project period including an anticipated eight (8) monthly virtual and four (4) quarterly in-person meetings.
  - 1.6.3. Ensuring that topics addressed in the COP meetings include, but are not limited to:
    - 1.6.3.1. Key reporting on implementation challenges and CTI outcomes.
    - 1.6.3.2. Peer discussion on shared challenges.
    - 1.6.3.3. Potential solutions to challenges with implementation and CTI work.
    - 1.6.3.4. Miscellaneous topics raised by stakeholders invited to group to discuss concerns and resources.

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
EXHIBIT A-1**



- 1.7. The Contractor shall provide implementation support to Department CTI-affiliated personnel and CMHC CTI providers through activities that include, but are not limited to:
  - 1.7.1. Conducting individualized weekly calls with Department CTI-affiliated personnel throughout the project implementation period.
  - 1.7.2. Providing a minimum of ten (10) hours per month of individualized calls to CMHC CTI providers throughout the project implementation period.
  - 1.7.3. Ensuring that topics addressed in the support calls include, but are not limited to:
    - 1.7.3.1. Implementation challenges with leadership, providers, or other parties.
    - 1.7.3.2. Pre-implementation consultation around fidelity including development of program structures, policies, and/or procedures.
    - 1.7.3.3. Post-implementation fidelity consultation including fidelity challenges, additional resources, discussion of challenges to CTI work:
      - 1.7.3.3.1. With clients;
      - 1.7.3.3.2. Within programs; and
      - 1.7.3.3.3. In the community.
    - 1.7.3.4. Consultation around issues related to state-wide facilitation and coordination including developing procedures from state-wide referral sources.
  - 1.7.4. Providing coaching after the Train-the-Trainer training session, as needed for CTI-affiliated staff.
  - 1.7.5. Providing fidelity assessment coaching after the Fidelity Train-the-Trainer training session, as needed for CTI-affiliated staff involved in fidelity assessment.
- 1.8. The Contractor shall collaborate with the Department to create a training attendee satisfaction survey that will be distributed to training attendees at the conclusion of each training.
- 1.9. The Contractor shall submit all subcontracts to the Department for review and approval within 30 days of contract effective date.
- 1.10. The Contractor shall assist the Department with developing evaluation criteria for CTI program implementation and CTI success outcomes at the ten (10) CMHCs.

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
EXHIBIT A-1**



1.11. The Contractor shall participate in weekly meetings, or as needed, with the Department to ensure compliance with the contractual requirements.

**2. Reporting Requirements**

2.1. The Contractor shall submit a training summary report within fifteen (15) days of each training, in the format requested by the Department, which includes, but is not limited to:

- 2.1.1. CTI worker training outcomes.
- 2.1.2. CTI supervisor training outcomes.
- 2.1.3. Train the Trainer training outcomes.
- 2.1.4. Fidelity Assessment training outcomes.

2.2. The Contractor shall submit ad hoc reports, as needed, to ensure progress toward CTI program implementation, which include, but are not limited to:

- 2.2.1. Findings from Community of Practice meetings.
- 2.2.2. Findings from implementation support calls and coaching.
- 2.2.3. Other key data as requested by the Department.

2.3. The Contractor shall submit a final report to reflect cumulative 2-year learnings on statewide CTI program implementation to the Department no later than 90 days post project implementation period.

**3. Performance Measures**

3.1. The Contractor's performance shall be measured in accordance with data received through reporting that includes, but is not limited to:

- 3.1.1. Percentage of satisfaction rates among CTI workers as a result of CTI worker training, Community of Practice meetings, and implementation support calls/coaching;
- 3.1.2. Percentage of satisfaction rates among CTI supervisors as a result of the CTI supervisor training;
- 3.1.3. Percentage of satisfaction rates among TTT training participants as a result of the TTT training and coaching; and
- 3.1.4. Percentage of satisfaction rates among Fidelity Assessment training participants as a result of the Fidelity Assessment training and coaching.

The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

**Plymouth State University**  
**Training and Community of Practice for Critical Time Intervention**  
**Exhibit A, Item F-1**

Budget Items	SFY 2021 Budget	SFY 2023 Budget	SFY 2024 Budget	Total
1. Salaries & Wages	\$25,713.00	\$14,910.00	\$8,780.00	\$69,403.00
2. Employee Fringe Benefits	\$5,363.00	\$7,313.00	\$1,841.00	\$14,517.00
3. Travel	\$0.00	\$0.00	\$0.00	\$0.00
4. Supplies and Services	\$2,625.00	\$2,750.00	\$625.00	\$6,000.00
5. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
6. Service Provider	\$3,750.00	\$11,000.00	\$3,250.00	\$18,000.00
7. Facilities & Admin Costs @ 41%	\$16,431.00	\$22,307.00	\$5,610.00	\$44,348.00
<b>Totals</b>	<b>\$53,882.00</b>	<b>\$78,280.00</b>	<b>\$30,106.00</b>	<b>\$152,268.00</b>

SS-2022-DBH-05-TRAIN-01  
Plymouth State University

Exhibit A, Item F-1  
Page 1 of 1

  
Campus Authorized Official  
Date 9/15/2021

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
Exhibit A Item F-2**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 64.81%, Block Grants for Community Mental Health Services, as awarded on March 11, 2021, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM083987, and 35.19% General Funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. The Indirect Cost Rate of 41% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov), or invoices may be mailed to:

DBH Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
6. The Department 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.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date.
8. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A-1, Scope of Services.

DS  
kj

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
Exhibit A Item F-2**

---

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions

*ES*

**New Hampshire Department of Health and Human Services  
Training and Community of Practice for Critical Time Intervention  
Exhibit A Item F-2**

---

and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

13. Funding: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.