



Lori A. Shibette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext 9544
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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 |
| | | | Subtotal | \$98,680 |

**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 | \$20,106 |
| | | | Subtotal | \$53,588 |
| | | | Total | \$152,268 |

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.

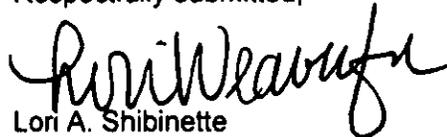
Should the Governor and Council not authorize this request, training for the statewide Critical Time Intervention model will not be provided to the ten (10) Community Mental Health Centers, which could result in Critical Time Intervention workers not receiving the information necessary to implement an 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:
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 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: the New Hampshire Governor & Executive Council
Name:

Title:

Signature and Date:

DS
KJ

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

DS
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.

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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.

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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.

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

| Budget Items | SFY 2022 Budget | SFY 2023 Budget | SFY 2024 Budget | Total |
|--------------------------------------|--------------------|--------------------|--------------------|---------------------|
| 1. Salaries & Wages | \$25,713.00 | \$34,910.00 | \$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 |
| Totals | \$53,882.00 | \$78,280.00 | \$20,106.00 | \$152,268.00 |

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Plymouth State University

Exhibit A, Item F-1
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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, 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.

**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 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



**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.