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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Commissioner

Marie Noonan
Director

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September 15, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to amend an existing contract with Foundations Counseling, LLC (VC #307562), Manchester, NH to continue to provide master licensed alcohol and drug counseling services while strengthening and expanding the statewide approach to addressing substance misuse, by decreasing the price limitation by \$872,334 from \$11,863,236 to \$10,990,902 with no change to the contract completion date of June 30, 2026, effective upon Governor and Council approval. Increased funds are 100% Federal Funds. Decreased funds are 100% General Funds.

The original contract was approved by Governor and Council on June 24, 2020, item #14, amended on March 22, 2023, item #13, and most recently amended on June 12, 2024, item #16.

Funds are available in the following accounts for State Fiscal Year 2026, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to make necessary adjustments to the contract budget and enhance the existing program to ensure compliance with the Federal grant requirements. Due to budget reductions in State Fiscal Year 2026, the budget is being reduced by \$1,922,334.00 in General Funds. Additional Federal funds of \$1,050,000 are being added, resulting in an overall net decrease in the contract price limitation in the amount of \$872,334. The Department will also carry forward funding from previous State Fiscal Years to stabilize funding for SFY 2026. The Contract expires at the end of this State Fiscal Year and the Department will be reprocurring these services for State Fiscal Year 2027.

These services ensure that Division for Children, Youth and Families (DCYF)-involved families impacted by Substance Use Disorders (SUD) have access to specialized support (assessments, evaluations, both short- and long-term treatment, and connections to appropriate community supports) that promotes family stability and well-being. The program brings licensed clinical expertise into the child welfare system to address substance use as a barrier to safe, quality parenting. This initiative aligns with DCYF's mission to provide preventative, family-centered services and has demonstrated measurable success in helping families remain together or reunify.

Through this amendment, the program will be enhanced to adopt a more robust approach to delivering preventative family treatment to all individuals referred, with the goal of expanding access and improving coordination of care for individuals and families affected by substance use. These enhancements, supported by the State Opioid Response (SOR) grant, include enhanced care coordination with the Doorways by offering additional referral pathways and treatment access, family-based treatment components aimed at preventing substance use disorders in children, a harm reduction approach to care, expansion of clinical consultation services, and enhanced training opportunities tailored to the needs of the priority population. Services will focus on priority populations, including youth and young adults ages 16–25 who have a history of, are at risk for, or are currently experiencing opioid or stimulant use disorders. Another priority population includes pregnant and parenting individuals, as well as adolescents returning home from incarceration or other rehabilitative settings. Approximately 1,000 individuals will be served during State Fiscal Year 2026.

The Contractor provides services to individuals and families affected by substance use, who have been identified by DCYF with a focus on high-risk populations, including:

- Adolescents, parents, or guardians involved with DCYF through a past or current assessment, family service case, and/or juvenile justice case;
- Pregnant and parenting individuals, including expectant co-parents, regardless of DCYF involvement;
- Children, youth, and families who do not meet the criteria above but are referred by DCYF due to being identified as at risk;
- Youth and young adults (ages 16–25) involved with DCYF, with a particular emphasis on those with opioid or stimulant use disorders. Within this group, parenting individuals are considered a high priority; and
- Individuals with an opioid or stimulant use disorder, or those who have been identified as having a history of and/or being at risk of developing an opioid or stimulant use disorder.

The Contractor will continue to provide direct services to families, including substance use assessments, treatment referrals, and access to community supports, while also maintaining critical support for DCYF staff through consultations and clinical recommendations. It sustains management of the substance use testing program and a strong focus on adolescent-specific services. In State Fiscal Year 2024, the Contractor achieved the following:

- Of 1,058 referrals, 693 engaged in direct services, demonstrating a 66% conversion rate.
- Clinical consultants spent 56% of their time providing direct services.
- 74% of families referred from a DCYF assessment and engaged in short/long term treatment stayed together.
- 69% of families referred from a DCYF open case and engaged in short/long term treatment reunified or stayed together.
- 82% of youth involved with Juvenile Justice who engaged in short/long term treatment remained at home with their families.
- 91% of individuals were outreached within three (3) business days from the date of the referral.

- 83% of individuals that engaged in services achieved full compliance with their DCYF case plan.

The Department will continue to monitor services by meeting with the Contractor monthly to review reports and program deliverables.

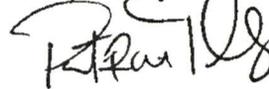
Should the Governor and Council not authorize this request, the Department's ability to respond effectively to cases involving substance use would be significantly compromised. Without access to Master Licensed Alcohol and Drug Counselors (MLADCs), DCYF would lose critical capacity to conduct timely screenings, assessments, and consultations that inform safe and appropriate case planning. The absence of these specialized services would hinder staff decision-making, delay access to treatment for families, and reduce the Department's ability to intervene early, potentially resulting in poorer outcomes for children and increased risk of family separation. This gap in services would be especially detrimental given the ongoing impact of the opioid crisis and the complex needs of families affected by substance use.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #TBD

Respectfully submitted,



Lori A. Weaver
Commissioner

FISCAL DETAILS SHEET

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, CLINICAL SERVICES
100% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2022	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2023	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2024	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2025	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2026	102-500731	Contracts for Program Services	92056505	\$351,000.00	(\$231,660.00)	\$119,340.00
			Sub-Total	\$2,106,000.00	(\$231,660.00)	\$1,874,340.00

05-95-92-920510-31680000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, CLINICAL SERVICES
100% FEDERAL FUNDS

FAIN# T1010035

CFDA# 93.959

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2026	074-500589	GRANTS FOR PUB ASST AND REL	92056506	\$0.00	\$231,660.00	\$231,660.00
			Sub-Total	\$0.00	\$231,660.00	\$231,660.00

05-95-42-421010-29670000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD WELFARE SOCIAL SERVICE IV-B
100% FEDERAL FUNDS

FAIN # 2301NHCWSS

CFDA # 93.645

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42106801	\$150,828.00	\$0.00	\$150,828.00
SFY 2022	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0.00	\$310,957.00
SFY 2023	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0.00	\$310,957.00
SFY 2024	102-500731	Contracts for Program Services	42106801	\$310,957.00	(\$47,995.78)	\$262,961.22
SFY 2025	102-500731	Contracts for Program Services	42106801	\$310,957.00	(\$5,385.08)	\$305,571.92
			Sub-Total	\$1,394,656.00	(\$53,380.86)	\$1,341,275.14

05-95-42-421010-2296 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV CHILDREN, YOUTH & FAMILIES CHILD WELFARE SERVICE IV-B
100% FEDERAL FUNDS

FAIN # 2401NHCWSS

CFDA # 93.645

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2026	102-500731	Contracts for Program Services	42109603	\$310,957.00	\$53,380.86	\$364,337.86
			Sub-Total	\$310,957.00	\$53,380.86	\$364,337.86

05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD ABUSE PREVENTION GRANT CAPTA
100% FEDERAL FUNDS

FAIN # 2401NHNCAN

CFDA # 93.669

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
SFY 2021	102-500734	Contracts for Program Services	42106901	\$234,922.00	\$0.00	\$234,922.00
SFY 2022	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2023	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2024	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2025	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2026	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
			Sub-Total	\$1,608,887.00	\$0.00	\$1,608,887.00

05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD PROTECTION
100% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2022	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2023	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2024	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2025	102-500731	Contracts for Program Services	42105746	\$268,536.00	\$0.00	\$268,536.00
			Sub-Total	\$970,536.00	\$0.00	\$970,536.00

FISCAL DETAILS SHEET

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD- FAMILY SERVICES
100% GENERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$0.00	\$87,750.00
SFY 2022	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$0.00	\$87,750.00
SFY 2023	102-500731	Contracts for Program Services	42105894	\$603,582.00	\$0.00	\$603,582.00
SFY 2024	102-500731	Contracts for Program Services	42105894	\$947,850.00	\$0.00	\$947,850.00
SFY 2025	102-500731	Contracts for Program Services	42105894	\$947,934.00	\$0.00	\$947,934.00
Sub-Total				\$2,674,866.00	\$0.00	\$2,674,866.00

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD- FAMILY SERVICES
100% GENERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2025	644-504195	SGFSER SGF SERVICES	42105894	\$675,000.00	\$0.00	\$675,000.00
Sub-Total				\$675,000.00	\$0.00	\$675,000.00

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT
100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2026	074-500589	Welfare Assistance	92057076	\$0.00	\$1,050,000.00	\$1,050,000.00
Sub-Total				\$0.00	\$1,050,000.00	\$1,050,000.00

**05-95-42-421010-3443 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV CHILDREN, YOUTH & FAMILIES, BCFPS - CHILD & FAMILY PROGRAM SUPPORT
100% GENERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2026	102-500731	Contracts for Program Services	TBD	\$1,922,334.00	(\$1,922,334.00)	\$0.00
Sub-Total				\$1,922,334.00	(\$1,922,334.00)	\$0.00

**05-95-95-950010-19290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
SFY 2021	103-502507	Contracts for Program Services	95010794	\$200,000.00	\$0.00	\$200,000.00
Sub-Total				\$200,000.00	\$0.00	\$200,000.00
TOTAL				\$11,863,236.00	(\$872,334.00)	\$10,990,902.00

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Master Licensed Alcohol and Drug Counseling (MLADC) Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Foundations Counseling, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020 (Item #14), as amended on March 22, 2023 (Item #13), as amended on June 12, 2024 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$10,990,902
2. Modify Exhibit A - Revisions to Standard Provisions, by adding Subsection 1.4, to read:
 - 1.4 Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended to read as follows:
 - 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-1 Additional Scope of Services, by deleting it in its entirety.
5. Modify Exhibit C, Payment Terms; Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 2.11% Federal Funds, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, ALN 93.959, FAIN #TI010035, #71010035.
 - 1.2. 15.52% Federal Funds by the U.S. Department of Health and Human Services, Child Welfare Social Service Program, ALN 93.645, FAIN #1901NHCWSS, #2201NHCWSS, #2301NHCWSS, #2401NHCWSS.
 - 1.3. 14.64% Federal Funds by the U.S. Department of Health and Human Services, Child Abuse Prevention Grant, ALN 93.669, FAIN #1901NHNCAN, #2201NHNCAN, #2301NHNCAN.
 - 1.4. 1.82% Federal Funds by the Centers for Disease Control and Prevention, Coronavirus Preparedness and Response Supplemental Appropriations Act, ALN 21.027.

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1.5. 9.55% Federal Funds U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, SORIV B, ALN 93.788, FAIN #TBD

1.6. 56.36% General Funds.

6. Modify Exhibit C, 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 Exhibits C-1, Budget through Exhibit C-6, Amendment #3, Budget.

7. Modify Exhibit C-6, Amendment #2, Budget, by replacing it in its entirety with Exhibit C-6, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/12/2025

Date

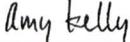
DocuSigned by:

Name: Marie Noonan
Title: DCYF Director

Foundations Counseling, LLC

9/12/2025

Date

Signed by:

Name: Amy Kelly
Title: Owner

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/13/2025

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
EXHIBIT B – Amendment #3**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide a Master Licensed Alcohol and Drug Counseling (MLADC) Program to individuals and families affected by substance use, who have been identified by the Division for Children, Youth and Families (DCYF) with a focus on high-risk populations, including:
 - 1.1.1. Adolescents, parents, and guardians involved with DCYF through a past or current assessment, family service case, and/or juvenile justice case;
 - 1.1.2. Pregnant and parenting individuals, including expectant co-parents, regardless of DCYF involvement;
 - 1.1.3. Children, youth, and families who do not meet the criteria above but are referred by DCYF due to being identified as at risk;
 - 1.1.4. Youth and young adults (ages 16–25) involved with DCYF, with particular emphasis on parenting individuals within this age group; and
 - 1.1.5. Individuals with an opioid or stimulant use disorder, and those who have been identified as having a history of and/or being at risk of developing an opioid or stimulant use disorder.
 - 1.1.6. Other target groups as approved by the Department on a case-by-case basis.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. For the purposes of this Agreement, all references to “days” mean business days, Monday through Friday.
- 1.4. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8:00AM to 4:30PM, with some flexibility as approved by the Department, and excluding state and federal holidays.
- 1.5. The Contractor must maintain a presence within the Department’s District Offices to ensure timely access to services and to provide consultation to DCYF staff.
- 1.6. The Contractor must maintain staff at additional locations as designated by the Department.
- 1.7. The Contractor must ensure adequate staffing to deliver MLADC services statewide, including coverage within each of the Department’s District Offices.
- 1.8. The Contractor must ensure continuous service coverage during staff vacancies by utilizing personnel from neighboring district offices closest to the assigned office location.
- 1.9. The Contractor must provide services in the home of the individual being

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**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
EXHIBIT B – Amendment #3**

served, at the DCYF offices, or within the community.

- 1.10. The Contractor must utilize Telehealth to provide services, only when absolutely necessary, to ensure statewide service delivery when covering vacancies and when clinically appropriate. When providing services via Telehealth, the Contractor must ensure:
 - 1.10.1. Telehealth services adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including any regulations regarding initiation of telehealth services; and
 - 1.10.2. A patient provider relationship is established prior to the provision of telehealth services;
 - 1.10.3. The individual's written informed consent to using the telecommunication and telehealth technology is received prior to receiving services via telehealth and kept on file;
 - 1.10.4. All remote communication is provided via a video capable telehealth platform that:
 - 1.10.4.1. Complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements and Exhibit I, the Department's Business Associate Agreement. In addition, the Contractor must ensure:
 - 1.10.4.1.1. A provider is present with the person receiving services during the use of telecommunication technology;
 - 1.10.4.1.2. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology;
 - 1.10.4.1.3. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States; and
 - 1.10.4.1.4. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.
 - 1.10.5. All video communication applications are approved by the Contractor as meeting requirements of Exhibit K, DHHS Information Security Requirements and Exhibit I, Business Associate Agreement, and provides individuals with the potential privacy and security risks and benefits of telehealth.
 - 1.10.6. Written consent is obtained for telehealth from all individuals receiving

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**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
EXHIBIT B – Amendment #3**

services to ensure compliance with all applicable state and federal confidentiality laws, including, but not limited to, HIPAA 45 CFR 160, 162, and 164, 42 CFR Part 2, RSA 135-C, RSA 172:8-a, and RSA 318-B:12 and 126-A:4. Consent may be obtained in-person, or by other electronic means and must be kept in the individual's service record.

1.11. Direct Services

- 1.11.1. The Contractor must conduct clinically appropriate screenings, assessments, and evaluations for all referred individuals, including level of care assessments.
- 1.11.2. The Contractor must develop and implement individualized treatment plans based on assessment outcomes, which may include:
 - 1.11.2.1. Individual counseling;
 - 1.11.2.2. Family based treatment, including but not limited to family counseling;
 - 1.11.2.3. Clinical case management and supportive services; and
 - 1.11.2.4. Co-occurring mental health and substance use treatment.
- 1.11.3. The Contractor must provide treatment services based on industry standards.
- 1.11.4. The Contractor must provide transitional treatment support for up to 30 days prior to discharge for individuals reentering the community from criminal justice or other structured settings.
- 1.11.5. The Contractor must work towards increasing access and removing barriers to Medications for Substance Use Disorders (MSUDs) among individuals, with a focus on youth and young adults, including tobacco and nicotine cessation.
- 1.11.6. The Contractor must provide Family-based treatment and recovery support services for parents, youth and young adults with a history of, or at risk for:
 - 1.11.6.1. Opioid misuse,
 - 1.11.6.2. Stimulant misuse,
 - 1.11.6.3. Opioid and/or stimulant use disorder; and
 - 1.11.6.4. Other substance misuse and use disorders.
- 1.11.7. The Contractor must provide, purchase, or connect individuals of all ages with Naloxone and/or other opioid overdose reversal medications, as clinically appropriate.

**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
EXHIBIT B – Amendment #3**

- 1.11.8. The Contractor must educate the individuals referred to the program on overdose prevention, as well as the use of Naloxone and other opioid overdose reversal medications.
- 1.11.9. The Contractor must provide or coordinate the completion of the Government Performance and Results Act (GPRA) tool for each individual in accordance with Section 1.17.
- 1.11.10. The Contractor must manage the operation of substance use testing services and assume all responsibility and operational duties for testing services for DCYF as related to this Agreement. Evidence-based practices must be utilized, with the objective of increasing individual success rates and improving case outcomes.
- 1.11.11. The Contractor must manage substance use testing for a list of substances as agreed upon with the Department.
- 1.11.12. The Contractor must ensure that eligible participants can participate in required substance use tests and screenings as requested by the Department.
- 1.11.13. The Contractor must ensure staff participate in training on the appropriate use of substance use testing and support staff education on interpreting drug test results and optimizing the use of drug testing as an intervention tool.
- 1.11.14. The Contractor must engage with individuals and DCYF staff to understand the test results and develop a plan for change and/or strategies to maintain progress.
- 1.11.15. The Contractor must share an evidence-based approach for substance use testing with DCYF staff, by extending their clinical knowledge and perspective to assist in determining when drug testing is most necessary or appropriate.
- 1.11.16. The Contractor must assist individuals, family members, and DCYF staff in accessing appropriate community resources.
- 1.11.17. The Contractor must provide a facilitated referral to community-based services for any individual seeking assistance, regardless of age or DCYF involvement.
- 1.11.18. The Contractor must support individuals receiving services by providing transportation to various locations as needed. The Contractor must ensure:
 - 1.11.18.1. Transportation must be directly related to the services being provided and considered clinically appropriate to support the individual's treatment and case plan.

**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
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- 1.11.18.2. All vehicles are registered and inspected, with records kept by the Contractor.
- 1.11.18.3. All vehicles used for client transportation are insured for bodily injury and property damage in amounts of not less than \$100,000 per occurrence and not less than \$300,000 in the aggregate.
- 1.11.18.4. Parent or guardian consent is obtained for individuals under the age of 18.
- 1.11.19. The Contractor must support individuals by assisting them with outreach to other services within the community, including but not limited to:
 - 1.11.19.1. Transportation services.
 - 1.11.19.2. Medical services.
 - 1.11.19.3. Dental services.
 - 1.11.19.4. Behavioral health services.
 - 1.11.19.5. Medication management.
 - 1.11.19.6. Recovery supports.
 - 1.11.19.7. Housing supports.
- 1.11.20. The Contractor must maintain and develop collateral contacts and community resources within the individual's designated service area to facilitate referrals.
- 1.11.21. The Contractor must ensure that individuals who decline services receive facilitated referrals to appropriate community resources .
- 1.11.22. The Contractor must sustain local and statewide connections to support access to community resources by:
 - 1.11.22.1. Actively participating in treatment collaboratives;
 - 1.11.22.2. Networking at trainings;
 - 1.11.22.3. Collaborating on projects to enhance services; and
 - 1.11.22.4. Providing up-to-date program information to DCYF staff.
- 1.11.23. The Contractor must maintain regular communication with the Doorway System to facilitate referrals and act as a liaison between DCYF and Doorway personnel. The Contractor must coordinate with the local Doorway to:
 - 1.11.23.1. Provide testing for HIV, viral hepatitis, and sexually transmitted infections (STIs) when clinically indicated, with warm hand-offs to treatment for those testing positive.

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- 1.11.23.2. When no other funding is available and as clinically indicated, provide testing for potential complications related to opioid or stimulant use disorders, including complete blood count (CBC), international normalized ratio (INR), and comprehensive metabolic panel (CMP).
- 1.11.23.3. The Contractor shall refer for vaccinations, as clinically appropriate, including but not limited to Hepatitis A and B, Human Papillomavirus (HPV) for individuals up to age 26, Meningococcal, Pneumococcal, Tetanus/Diphtheria/Pertussis (TDaP), and Zoster (for individuals age 18 and older).
- 1.11.24. The Contractor must collaborate with the Department's Strength to Succeed program to:
 - 1.11.24.1. Gain insight into the parent perspective;
 - 1.11.24.2. Identify opportunities to improve individual services; and
 - 1.11.24.3. Co-develop and deliver training for DCYF staff and community partners, as needed and requested by the Department.
- 1.11.25. The Contractor must connect individuals to Harm Reduction services, when clinically appropriate.
- 1.11.26. The Contractor must provide outpatient counseling services to adolescents age 12 and older, including individual and family counseling as appropriate.
- 1.11.27. The Contractor must also serve adolescents who independently seek treatment for substance use, in accordance with applicable laws.
- 1.11.28. The Contractor must provide transitional treatment support for up to 30 days prior to discharge from a residential placement, or release from John H. Sununu Youth Services Center (SYSC) or during placement or commitment to SYSC as clinically appropriate for high-risk youth and approved by the Department.
- 1.11.29. The Contractor must provide or connect youth and young adults (ages 16–25) involved with DCYF with substance use disorders to behavioral health services, including treatment and recovery supports.
- 1.11.30. The Contractor must provide substance use prevention and support services for pregnant and parenting individuals, including expectant co-parents. Services shall include:
 - 1.11.30.1. Assistance with access to treatment;
 - 1.11.30.2. Support during early recovery;

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- 1.11.30.3. Coordination of prenatal care, including referrals to specialized programs (e.g., Healthy Families America, The Moms Program) and OB/GYN providers, with accompaniment to appointments as needed;
- 1.11.30.4. Postpartum support, including Clinical Consultant hospital visits after delivery, connection to appropriate levels of care (e.g., IOP, PHP), and interim support;
- 1.11.30.5. Accompanying individuals to community-based support meetings, as appropriate.
- 1.11.31. The Contractor must ensure staff are available during normal business hours to respond to crisis situations within their professional scope of practice. Crisis situations may include, but are not limited to:
 - 1.11.31.1. Suicidal ideation.
 - 1.11.31.2. Homicidal ideation.
 - 1.11.31.3. Overdose (post-hospitalization).
 - 1.11.31.4. Child removal.
 - 1.11.31.5. Death of a loved one.
 - 1.11.31.6. Accidents.
 - 1.11.31.7. Hospitalization.
 - 1.11.31.8. Termination of parental rights.
- 1.11.32. The Contractor must follow procedures for crisis situations which include but are not limited to:
 - 1.11.32.1. Contacting rapid response teams.
 - 1.11.32.2. Requesting welfare checks.
- 1.11.33. The Contractor must provide consultation and emotional support to parents during child removal or placement actions by DCYF.
- 1.11.34. The Contractor must initiate the first contact with individuals referred by the Department within three (3) business days.
 - 1.11.34.1. At least one follow-up contact must occur weekly for two (2) additional weeks if the individual does not engage.
 - 1.11.34.2. If the individual remains unresponsive, the Contractor must:
 - 1.11.34.2.1. Coordinate with the Child Protection Service Worker (CPSW) or Juvenile Justice Probation and Parole Officer (JPPO) to arrange a phone call during the individual's next meeting; or

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- 1.11.34.2.2. Accompany the CPSW or JPPO to a home, community visit, or court hearing.
- 1.12. The Contractor must participate in home or community visits alongside DCYF staff to help assess an individual's needs and engage them in treatment services.
- 1.13. The Contractor must provide aftercare services following referral to community services and after DCYF case closure.
- 1.14. The Contractor must continue services until it is clinically appropriate to terminate or until the individual is connected to another provider. Aftercare shall not be less than ninety (90) days and shall not exceed one hundred twenty (120) days, unless otherwise approved by the Department.
- 1.15. **Training, Education, and Collaboration**
- 1.15.1. The Contractor must participate in DCYF staff meetings and may provide training on topics including:
- 1.15.1.1. Regional and statewide trends in substance use and use of drug testing as a motivational tool.
 - 1.15.1.2. Community treatment resources and referral options.
 - 1.15.1.3. Motivational interviewing.
 - 1.15.1.4. Working with reluctant parents.
 - 1.15.1.5. Orientation and training for new staff on SUD, treatment, and engagement.
 - 1.15.1.6. Confidentiality laws and practices.
- 1.15.2. The Contractor must participate in DCYF case meetings, including:
- 1.15.2.1. Permanency Planning Team (PPT) Meetings;
 - 1.15.2.2. Case Transfer Meetings;
 - 1.15.2.3. Road Map to Reunification Meetings;
 - 1.15.2.4. Family Treatment Court (Supported Family Approach);
 - 1.15.2.5. Team meetings; and
 - 1.15.2.6. Other meetings as requested by the Department.
- 1.15.3. The Contractor must provide training to DCYF administrators, field staff and community partners through the following methodologies, which includes, but is not limited to:
- 1.15.3.1. Delivering substance use training as part of DCYF's Core Academy.

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- 1.15.3.2. Providing MLADC program orientation during the Core Academy and at the district office level.
- 1.15.3.3. Conducting on-site training during staff meetings, statewide workgroups, and leadership meetings.
- 1.15.3.4. Facilitating access to remote learning opportunities, including online trainings and webinars.
- 1.15.3.5. Promoting training opportunities offered by community providers.
- 1.15.3.6. Collaborating with the Child Welfare Education Partnership (CWEP) for specialized training needs.
- 1.15.3.7. Partnering with Parent Partners and Strength to Succeed to co-facilitate trainings.
- 1.15.3.8. Offering general and case-specific consultation to DCYF staff.
- 1.15.3.9. Accompanying DCYF field staff on home visits and attending individual-specific team meetings.
- 1.15.3.10. Distributing educational updates to field staff via email.
- 1.15.4. The Contractor must provide training to DCYF staff on topics related to substance use and family engagement. Training topics shall include, but are not limited to:
 - 1.15.4.1. Principles of addiction, recovery, and recurrence.
 - 1.15.4.2. Identifying signs and symptoms of substance use, including the risks associated with opioid and stimulant use.
 - 1.15.4.3. Impact of substance use on children, youth, and families.
 - 1.15.4.4. Effective use of drug testing as an intervention tool.
 - 1.15.4.5. Collaborative strategies between DCYF and treatment providers.
 - 1.15.4.6. Co-occurring substance use and mental health disorders.
 - 1.15.4.7. Safety planning in the context of substance use.
 - 1.15.4.8. Roles and functions of MLADCs and LADCs within the program.
 - 1.15.4.9. Family engagement strategies for those affected by substance use.
 - 1.15.4.10. Opioid use trends and treatment.
 - 1.15.4.11. Use of recovery-oriented language.

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- 1.15.4.12. Overview of local substance use and recovery resources.
- 1.15.4.13. Substance use treatment options and levels of care.
- 1.15.4.14. Motivational interviewing techniques.
- 1.15.4.15. Strategies for working with resistant or ambivalent parents.
- 1.15.4.16. Confidentiality requirements and best practices.
- 1.15.4.17. Effective documentation practices.
- 1.15.4.18. Navigating and leveraging community resources.
- 1.15.4.19. Harm Reduction & Medications for Substance Use Disorders.
- 1.15.4.20. Overdose Prevention and Response.
- 1.15.4.21. Care considerations for substance-exposed infants.
- 1.15.5. The Contractor must monitor training needs of DCYF by sponsoring a survey for staff with topics of interest for training opportunities.

1.16. Staffing Requirements

- 1.16.1. The Contractor must ensure staff have a valid driver's license and/or access to reliable transportation statewide.
- 1.16.2. The Contractor must ensure that all staff disclose any disciplinary or adverse action taken against their New Hampshire professional credentials, including but not limited to:
 - 1.16.2.1. Disciplinary action by a licensing board.
 - 1.16.2.2. Suspension.
 - 1.16.2.3. Termination of license.
- 1.16.3. The Contractor's staff must include, at minimum:
 - 1.16.3.1. One (1) Clinical Director.
 - 1.16.3.2. One (1) Medical Director.
 - 1.16.3.3. Two (2) Full-Time Equivalent (FTE) Clinical Supervisors.
 - 1.16.3.4. One (1) part time Case Manager.
 - 1.16.3.5. Twelve (12) FTE Clinical Consultants, three (3) of which must have a specialization in working with adolescents.
- 1.16.4. The Contractor's staff must meet the following qualifications:
 - 1.16.4.1. Clinical Consultants:
 - 1.16.4.1.1. A Master's degree in clinical mental health, clinical psychology, substance use treatment,

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- social work, human services, or a related field from an accredited institution, including clinical coursework and internship.
- 1.16.4.1.2. At least one (1) of the following New Hampshire credentials:
 - 1.16.4.1.2.1. Master Licensed Alcohol and Drug Use Professional (MLADC);
 - 1.16.4.1.2.2. Licensed Independent Clinical Social Worker (LICSW);
 - 1.16.4.1.2.3. Licensed Clinical Mental Health Counselor (LCMHC); or
 - 1.16.4.1.2.4. Be license-eligible in one of the above disciplines within two (2) years of hire. License-eligible staff shall not exceed five (5) positions, or 42% of the total MLADC staff.
- 1.16.4.1.3. Two years of experience working with individuals impacted by substance use or mental health.
- 1.16.4.2. Clinical Director and Clinical Supervisors:
 - 1.16.4.2.1. The same educational and licensure qualifications as Clinical Consultants; and
 - 1.16.4.2.2. A minimum of five (5) years of experience working as co-occurring mental health and substance use treatment clinicians and possess at least one clinical license (MLADC, LICSW, LCMHC).
- 1.16.4.3. Case Manager:
 - 1.16.4.3.1. A bachelor's degree in social work, psychology, education or a related field with an emphasis in human services; and
 - 1.16.4.3.2. Two years of experience with children and families.
- 1.16.4.4. Medical Director:
 - 1.16.4.4.1. Must hold and maintain a current professional license and/or certification to practice

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medicine and prescribe controlled substances in the State of New Hampshire (i.e. Physician- MD/DO, Nurse Practitioner- APRN, Physician Assistant- PA)

1.16.4.4.2. Must have experience and skills in working with individuals with co-occurring substance use and mental health disorders.

1.16.4.4.3. Must possess the ability to interpret and explain drug test results in the context of an individual's treatment plan.

1.16.5. The Contractor must ensure Clinical Consultants and the Case manager meet the following experience and competency requirements:

1.16.5.1. Knowledge of child welfare systems, the impact of abuse and neglect, and the intersection with substance use disorders; and

1.16.5.2. Willingness to attend additional training, if needed, to meet core competency standards within one (1) year of the hire date.

1.16.5.2.1. Additionally, Clinical Consultants must have:

1.16.5.2.1.1. A minimum of two (2) years of experience under clinical supervision (provided at no cost by the Contractor if staff are working toward licensure); and

1.16.5.2.1.2. Demonstrated competency in treating substance use and co-occurring mental health disorders.

1.16.6. The Contractor must ensure that the Clinical Director is responsible for performing the following tasks:

1.16.6.1. Assisting with service delivery, as needed;

1.16.6.2. Providing remote consultation to DCYF staff (via phone, video, or email) in regions experiencing staffing vacancies;

1.16.6.3. Reviewing biweekly staff activity logs to monitor service delivery and inform annual reports and monthly contract management meetings;

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- 1.16.6.4. Conducting monthly caseload reviews;
- 1.16.6.5. Conducting monthly audits of randomly selected treatment records and related documentation to ensure compliance with 42 CFR Part 2 and HIPAA;
- 1.16.6.6. Ensuring compliance with all State Opioid Response (SOR) requirements; and
- 1.16.6.7. Staff supervision as noted below.
- 1.16.7. The Contractor must assess staff training needs through regular supervision, including:
 - 1.16.7.1. Monthly group supervision and;
 - 1.16.7.2. A minimum of two (2) individual supervision sessions per year with each consultant.
 - 1.16.7.3. Additional supervision must be provided as necessary.
 - 1.16.7.4. Staff without prior experience serving as consultants for DCYF must receive more frequent supervision until competency in the role is demonstrated.
- 1.16.8. The Contractor must ensure that all staff complete the continuing education and collaboration hours required to maintain their professional licensure.
- 1.17. **Government Performance and Results Act (GPRA)**
 - 1.17.1. The Contractor must administer or coordinate the administration of GPRA initial interviews and associated follow-ups at six (6) months and discharge for all individuals receiving program services.
 - 1.17.2. The Contractor must provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information or other PHI required in order to complete the GPRA. The Contractor must also provide staff training regarding the confidentiality of the identifiable information included in the GPRA.
 - 1.17.3. The Contractor must provide or coordinate ongoing follow-up and support for individuals engaged in services until a discharge GPRA interview is completed. The Contractor must ensure:
 - 1.17.3.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support;
 - 1.17.3.2. Contact with each individual is attempted during a time when the individual would normally be available. Contact

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must be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:

- 1.17.3.2.1. If the first contact attempt is not successful, a second contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the first attempt; and
- 1.17.3.2.2. If the second contact attempt is not successful, a third contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the second attempt.
- 1.17.3.3. Each successful contact must include, but not be limited to:
 - 1.17.3.3.1. Inquiring on the status of each individual's recovery and experience with their external service provider.
 - 1.17.3.3.2. Identifying needs.
 - 1.17.3.3.3. Assisting the individual with addressing identified needs.
 - 1.17.3.3.4. Providing early intervention to individuals who have resumed use.
- 1.17.3.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor must proceed in alignment with their crisis response policy and procedure; and
- 1.17.3.5. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved by the Department, and are available to the Department upon request.
- 1.17.4. The Contractor must ensure the GPRA interviews are attempted at the following intervals:
 - 1.17.4.1. At the time of intake or no later than seven (7) calendar days after intake;
 - 1.17.4.2. Five (5) to eight (8) months post intake. The window for this interview opens five (5) months after the intake interview; and
 - 1.17.4.3. Upon discharge from the initially referred service.

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- 1.17.5. The Contractor must ensure completed GPRA data is entered into the Department-approved system, at a minimum of the following intervals:
 - 1.17.5.1. At the time of intake or no later than seven (7) calendar days after the GPRA interview is conducted;
 - 1.17.5.2. Five (5) to eight (8) months post intake; and
 - 1.17.5.3. Upon discharge from the initially referred service.
- 1.17.6. The Contractor must document any loss of contact with participants in the Department-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.
- 1.17.7. The Contractor must ensure contingency management strategies are utilized to increase engagement in follow-up GPRA interviews. Contingency management strategies may include, but are not limited to, gift cards provided to individuals for follow-up participation at each follow-up interview. The Contractor must ensure gift cards:
 - 1.17.7.1. Do not exceed federal guidelines, set forth by SAMHSA; and
 - 1.17.7.2. Are used solely to incentivize GPRA interview completion and not used to incentivize participation in treatment.

1.18. State Opioid Response (SOR) Grant Standards

- 1.18.1. The Contractor must ensure they, and any provider which referrals are made to:
 - 1.18.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;
 - 1.18.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;
 - 1.18.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
 - 1.18.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 1.18.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are

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at risk for such.

- 1.18.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
 - 1.18.3.1. Treatment in this context includes the treatment of OUD/StimUD;
 - 1.18.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and
 - 1.18.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.18.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
- 1.18.5. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
 - 1.18.5.1. Internal policies for the distribution of test strips;
 - 1.18.5.2. Distribution methods and frequency; and
 - 1.18.5.3. Other key data as requested by the Department.
- 1.18.6. The Contractor must provide services to eligible individuals who:
 - 1.18.6.1. Receive medication for OUD (MOUD) services from other providers, including the individual's primary care provider;
 - 1.18.6.2. Have co-occurring substance use and mental health disorders; or
 - 1.18.6.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.18.7. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.18.8. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 1.18.9. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to

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improve GPRA data collection.

- 1.18.10. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 1.19. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department to discuss program deliverables and quarterly data, which will include but is not limited to:
 - 1.19.1. Referrals and types of services provided.
 - 1.19.2. Drug testing utilization, including frequency and team-specific use (Assessment, Family Services, Juvenile Justice, etc.);
 - 1.19.3. Observed substance use trends within the service population;
 - 1.19.4. Additional information as requested by the Department.
 - 1.19.5. District Office collaboration.
 - 1.19.6. Trainings delivered, including date, topic, number of attendees, and participant feedback.
- 1.20. The Contractor must collaborate regularly with the Department to improve service delivery and program outcomes.
- 1.21. The Contractor must adapt practices on data analysis and Departmental feedback.
- 1.22. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.23. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.24. **Reporting**
 - 1.24.1. The Contractor must submit an annual report to ensure service delivery, training effectiveness, and overall program compliance which includes, but is not limited to:
 - 1.24.1.1. Summary and analysis of quarterly data.
 - 1.24.1.2. Trends in service delivery.
 - 1.24.1.3. Training impact.
 - 1.24.1.4. Emerging needs of the individual populations.
 - 1.24.2. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

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1.24.2.1. Staff will spend a minimum of 40% of their time providing direct services to individuals and families. Direct services activities includes:

1.24.2.1.1. Home, office, or community visits;

1.24.2.1.2. Telehealth sessions;

1.24.2.1.3. Team meetings; and

1.24.2.1.4. Court appearances.

1.24.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance and service data in a format and frequency specified by the Department.

1.25. Background Checks

1.25.1. The Contractor must obtain the following background checks, at the Contractor's expense, on all individuals who are providing direct services to clients under this contract:

1.25.1.1. A Bureau of Elderly and Adults Services (BAAS) State Registry Check;

1.25.1.2. A Division for Children, Youth and Families (DCYF) check; and

1.25.1.3. A Criminal Background Check with results released to the Department, to ensure no convictions for the following crimes which include, but are not limited to:

1.25.1.3.1. Felony child abuse/neglect;

1.25.1.3.2. Spousal abuse;

1.25.1.3.3. Felony physical assault/battery;

1.25.1.3.4. Child pornography;

1.25.1.3.5. Rape;

1.25.1.3.6. Sexual assault;

1.25.1.3.7. Homicide;

1.25.1.3.8. Any sexually-related crime;

1.25.1.3.9. A crime which may indicate a person might be reasonably expected to pose a threat to a child; and

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1.25.1.3.10. Any drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.25.2. Individuals must not provide services prior to the required documentation being received and verified by the Department.

1.26. Confidential Data

1.26.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.26.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.27. Privacy Impact Assessment

1.27.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.27.1.1. How PII is gathered and stored;

1.27.1.2. Who will have access to PII;

1.27.1.3. How PII will be used in the system;

1.27.1.4. How individual consent will be achieved and revoked; and

1.27.1.5. Privacy practices.

1.27.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.28. Department Owned Devices, Systems and Network Usage

1.28.1. Contractor End Users, defined in the Department's Information

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Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

- 1.28.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.28.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.28.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.28.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.28.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.28.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.28.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.28.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.28.1.9. Agree when utilizing the Department's email system:

**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
EXHIBIT B – Amendment #3**

1.28.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”.

1.28.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.28.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

1.28.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.28.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.28.1.10.2. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.28.1.10.3. Only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.28.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.28.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfer or

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terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.28.2. Workspace Requirement

1.28.2.1. The Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.29. Contract End-of-Life Transition Services

1.29.1. General Requirements

1.29.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.29.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.29.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this

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contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

- 1.29.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
 - 1.29.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.29.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.29.2. Completion of Transition Services
- 1.29.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.29.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.29.3. Disagreement over Transition Services Results
- 1.29.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process.

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The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.30. Website and Social Media

1.30.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.30.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.30.3. State of New Hampshire's Website Copyright

1.30.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

2.3. The Contractor must use and disclose Protected Health Information in

**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
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compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other

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materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, records regarding the provision of services, and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

**New Hampshire Department of Health and Human Services
Master Licensed Alcohol and Drug Counseling (MLADC) Program
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- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit C-6, Amendment #3, Budget

New Hampshire Department of Health and Human Services		
Contractor Name: Foundations Counseling		
Budget Request for: Master Licensed Alcohol & Drug Counseling (MLADC) Program		
Budget Period: July 1, 2025 - June 30, 2026		
Indirect Cost Rate (if applicable): 10%		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$1,128,300	\$0
2. Fringe Benefits	\$265,152	\$48,531
3. Consultants	\$0	\$2,400
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$5,000	\$0
5.(a) Supplies - Educational	\$5,300	\$0
5.(b) Supplies - Lab	\$221,212	\$0
5.(c) Supplies - Office	\$10,000	\$0
5.(d) Supplies - Phones	\$16,000	\$0
5.(e) Supplies - Cx Engagement	\$6,000	\$0
6. Travel	\$34,310	\$0
7. Software	\$12,000	\$0
8. (a) Other - Marketing/ Communications	\$10,703	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Postage	\$500	\$0
Audit & Legal	\$12,000	\$0
Insurance	\$25,000	\$0
0	\$0	\$0
9. Subrecipient Contracts	\$31,000	\$0
Total Direct Costs	\$1,782,477	\$50,931
Total Indirect Costs	\$204,273	\$0
TOTAL	\$1,986,750	\$50,931

Contractor: Initial
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Commissioner

Marie E. Noonan
Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 24, 2024

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 Children, Youth and Families, to amend an existing contract with Foundations Counseling, LLC (VC#307562), Manchester, NH, to continue to provide master licensed alcohol and drug counseling services, by exercising a contract renewal option by increasing the price limitation by \$5,687,304 from \$6,175,932 to \$11,863,236 and extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 33% Federal Funds. 67% General Funds.

The original contract was approved by Governor and Council on June 24, 2020, item #14 and most recently amended with Governor and Council approval on March 22, 2023, item #13.

Funds are available in the following accounts for State Fiscal Year 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractor to continue to provide master licensed alcohol and drug counselor (MLADC) services in all of the Department's District Office locations. MLADC's provide screening, assessment, training and consulting to Division for Children, Youth and Families (DCYF) staff; drug testing services; and referrals to individuals when alcohol and/or substance misuse has been identified in a DCYF case. The Contractor will add three new MLADCs to their staff to support Juvenile Justice cases and assessments.

Approximately 1,000 individuals will be served annually.

The MLADCs will continue to assist individuals with reducing barriers to treatment, increasing access to community-based services and programs, and ensuring that children with an established condition are identified and connected with the appropriate services in a timely manner. The MLADCs consult with Child Protection Service Workers and Juvenile Justice Probation and Parole Officers and their supervisors; provide training to DCYF staff on Substance Misuse Education; accompany Child Protection Service Workers on home visits when appropriate; conduct screenings and assessments; complete evaluations on parents involved with abuse/neglect; assist parents, family members of clients, staff, and individuals seeking

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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assistance with community resource connections. The MLADCs are available during normal business hours to individuals for crisis interventions, within the scope of practice.

The Department will monitor services by reviewing the monthly and quarterly reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Contract Provisions 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.

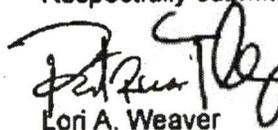
Should the Governor and Council not authorize this request, the Department may not have access to MLADCs to conduct screenings, assessments, trainings, and consultation services needed to work with children and their families in cases where alcohol and/or substance misuse has been identified.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.959, FAIN #T1010035; ALN 93.645, FAIN #2301NHCWSS; ALN 93.669, FAIN #2301NHNCAN.

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

FISCAL DETAILS SHEET

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, CLINICAL SERVICES
100% FEDERAL FUNDS

FAIN# T1010035 CFDA# 93.959

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2022	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2023	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2024	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0.00	\$351,000.00
SFY 2025	102-500731	Contracts for Program Services	92057501	\$0.00	\$351,000.00	\$351,000.00
SFY 2026	102-500731	Contracts for Program Services	92057501	\$0.00	\$351,000.00	\$351,000.00
			Sub-Total	\$1,404,000.00	\$702,000.00	\$2,106,000.00

05-95-42-421010-29670000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD WELFARE SOCIAL SERVICE IV-B
100% FEDERAL FUNDS

FAIN # 2301NHCWSS CFDA # 93.645

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42106801	\$150,828.00	\$0.00	\$150,828.00
SFY 2022	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0.00	\$310,957.00
SFY 2023	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0.00	\$310,957.00
SFY 2024	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0.00	\$310,957.00
SFY 2025	102-500731	Contracts for Program Services	42106801	\$0.00	\$310,957.00	\$310,957.00
			Sub-Total	\$1,083,699.00	\$310,957.00	\$1,394,656.00

05-95-42-421010-TBD HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV CHILDREN, YOUTH & FAMILIES CHILD WELFARE SERVICE IV-B
100% FEDERAL FUNDS

FAIN # 2301NHCWSS CFDA # 93.645

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2026	102-500731	Contracts for Program Services	TBD	\$0.00	\$310,957.00	\$310,957.00
			Sub-Total	\$0.00	\$310,957.00	\$310,957.00

05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD ABUSE PREVENTION GRANT CAPTA
100% FEDERAL FUNDS

FAIN # 2301NHNCAN CFDA # 93.669

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
SFY 2021	102-500734	Contracts for Program Services	42106901	\$234,922.00	\$0.00	\$234,922.00
SFY 2022	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2023	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2024	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0.00	\$274,793.00
SFY 2025	102-500734	Contracts for Program Services	42106901	\$0.00	\$274,793.00	\$274,793.00
SFY 2026	102-500734	Contracts for Program Services	42106901	\$0.00	\$274,793.00	\$274,793.00
			Sub-Total	\$1,059,301.00	\$549,586.00	\$1,608,887.00

05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD PROTECTION
100% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2022	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2023	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2024	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0.00	\$175,500.00
SFY 2025	102-500731	Contracts for Program Services	42105746	\$0.00	\$268,536.00	\$268,536.00
			Sub-Total	\$702,000.00	\$268,536.00	\$970,536.00

FISCAL DETAILS SHEET

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD- FAMILY SERVICES
100% GENERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$0.00	\$87,750.00
SFY 2022	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$0.00	\$87,750.00
SFY 2023	102-500731	Contracts for Program Services	42105894	\$603,582.00	\$0.00	\$603,582.00
SFY 2024	102-500731	Contracts for Program Services	42105894	\$947,850.00	\$0.00	\$947,850.00
SFY 2025	102-500731	Contracts for Program Services	42105894	\$0.00	\$947,934.00	\$947,934.00
Sub-Total				\$1,726,932.00	\$947,934.00	\$2,674,866.00

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD- FAMILY SERVICES
100% GENERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2025	644-504195	SGFSER SGF SERVICES	42105894	\$0.00	\$675,000.00	\$675,000.00
Sub-Total				\$0.00	\$675,000.00	\$675,000.00

**05-95-42-421010-TBD HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV CHILDREN, YOUTH & FAMILIES, BCFPS - CHILD & FAMILY PROGRAM SUPPORT
100% GENERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2026	102-500731	Contracts for Program Services	TBD	\$0.00	\$1,922,334.00	\$1,922,334.00
Sub-Total				\$0.00	\$1,922,334.00	\$1,922,334.00

**05-95-95-950010-19290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
100% FEDERAL FUNDS**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
SFY 2021	103-502507	Contracts for Program Services	95010794	\$200,000.00	\$0.00	\$200,000.00
Sub-Total				\$200,000.00	\$0.00	\$200,000.00
TOTAL				\$6,175,932.00	\$5,687,304.00	\$11,863,236.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Interim Commissioner

Joseph E. Ribsam, Jr.
Director

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Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 2, 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 Children, Youth and Families, to enter into a Sole Source amendment to an existing contract which was originally competitively bid, with Foundations Counseling, LLC (VC#307562), Manchester, NH to add additional funding and scope of services to support drug testing services, by increasing the price limitation by \$1,375,932 from \$4,800,000 to \$6,175,932 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 24, 2020, item #14.

Funds are available in the following accounts for State Fiscal Year 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.

See attached fiscal details.

EXPLANATION

This request is Sole Source because the Department is increasing the price limitation by more than 10% of the original contract. The Contractor currently provides master licensed alcohol and drug counselors (MLADC) services in all of the Department's District Office locations, including screening, assessments, training and consulting to Division for Children, Youth and Families (DCYF) staff; and referrals to individuals when alcohol and/or substance misuse has been identified in a DCYF case. The amendment is to add funding to expand the scope of services for the Contractor to provide and increase the effectiveness, efficiency, and quality of drug testing services for families involved with DCYF.

MLADCs will allow for a more evidenced-based approach for DCYF drug testing by applying clinical knowledge and perspective when drug testing is most necessary and appropriate. The overall shift in practice would produce a more fair, dignified, and clinically sound result, designed to help families involved with DCYF achieve positive change. It will also eliminate the need for DCYF to rely on third-party vendors for drug testing, as well as collection sites in the community, both of which often lead to delays in accessing testing and processing results, which inhibits timely decision making regarding DCYF case circumstances. Additionally, the legality of drug tests produced by some third parties, such as local medication treatment providers, can at times be questioned, and this new process would greatly reduce this concern and increase the validity and accuracy of drug testing.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Approximately 1,000 individuals will be served annually.

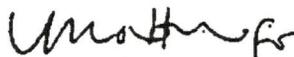
The MLADCs will also continue to assist individuals with reducing barriers to treatment, increasing access to community-based services and programs, and ensuring that children with an established condition are identified and connected with the appropriate services in a timely manner. The MLADCs consult with Child Protection Service Workers (CPSWs) and Juvenile Justice Probation and Parole Officers (JPPOs) and their supervisors; provide training to DCYF staff on Substance Misuse Education; accompany CPSWs on home visits when appropriate; conduct screenings and assessments; complete evaluations on parents involved with abuse/neglect; assist parents, family members of clients, staff, and individuals seeking assistance with community resource connections. The MLADCs are available during normal business hours to individuals for crisis interventions, within the scope of practice.

The Department will monitor services by reviewing the monthly and quarterly reports provided by the Contractor.

Should the Governor and Council not authorize this request, DCYF would continue to utilize a drug testing process that is not as clinically informed and driven, and much less efficient, resulting in more negative outcomes for DCYF clients.

Area served: Statewide

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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FISCAL DETAILS SHEET

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, SUBSTANCE ABUSE & MENTAL HEALTH SVS
100% FEDERAL FUNDS

FAIN# TI010035		CFDA# 93.959				
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0	\$351,000.00
SFY 2022	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0	\$351,000.00
SFY 2023	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0	\$351,000.00
SFY 2024	102-500731	Contracts for Program Services	92057501	\$351,000.00	\$0	\$351,000.00
			Sub-Total	\$1,404,000.00	\$0	\$1,404,000.00

05-95-42-421010-29670000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD WELFARE SOCIAL SERVICE PROGRAM
100% FEDERAL FUNDS

FAIN # 2201NHCWSS		CFDA # 93.645				
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42106801	\$150,828.00	\$0	\$150,828.00
SFY 2022	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0	\$310,957.00
SFY 2023	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0	\$310,957.00
SFY 2024	102-500731	Contracts for Program Services	42106801	\$310,957.00	\$0	\$310,957.00
			Sub-Total	\$1,083,699.00	\$0	\$1,083,699.00

05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD ABUSE PREVENTION GRANT
100% FEDERAL FUNDS

FAIN # 2201NHNCAN		CFDA # 93.6669				
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500734	Contracts for Program Services	42106901	\$234,922.00	\$0	\$234,922.00
SFY 2022	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0	\$274,793.00
SFY 2023	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0	\$274,793.00
SFY 2024	102-500734	Contracts for Program Services	42106901	\$274,793.00	\$0	\$274,793.00
			Sub-Total	\$1,059,301	\$0	\$1,059,301.00

05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
100% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0	\$175,500.00
SFY 2022	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0	\$175,500.00
SFY 2023	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0	\$175,500.00
SFY 2024	102-500731	Contracts for Program Services	42105746	\$175,500.00	\$0	\$175,500.00
			Sub-Total	\$702,000.00	\$0	\$702,000.00

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
100% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$0	\$87,750.00
SFY 2022	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$0	\$87,750.00
SFY 2023	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$515,832.00	\$603,582.00
SFY 2024	102-500731	Contracts for Program Services	42105894	\$87,750.00	\$860,100.00	\$947,850.00
			Sub-Total	\$351,000.00	\$1,375,932.00	\$1,726,932.00

05-95-95-950010-19290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
100% FEDERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased)	Total Amount
SFY 2021	103-502507	Contracts for Program Services	95010794	\$200,000.00	\$0	\$200,000.00
			Sub-Total	\$200,000.00	\$0	\$200,000.00
			TOTAL	\$4,600,000.00	\$1,375,932.00	\$6,175,932.00

14 MAC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shiketa
Commissioner

Joseph E. Ribson, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4431 1-800-852-3345 Ext. 4431
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 8, 2020

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

REQUESTED ACTION

- (1) Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a contract with Foundations Counseling, LLC (VC#307562), 373 South Willow Street, D1-1 #125, Manchester, NH 03103 in the amount of \$4,800,000 for the provision of master licensed alcohol and drug counseling (MLADC) services, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2024. 51.45% Federal Funds. 31.88% General Funds. 16.67% Other Funds
- (2) Contingent upon approval of Requested Action (1), authorize the Department of Health and Human Services to provide Foundations Counseling, LLC with an advance payment in an amount not to exceed \$107,133, effective upon the date of Governor and Executive Council approval for the provision of start-up costs for the purchase of equipment, software, and six (6) weeks of wages for the MLADC's. 51.45% Federal Funds. 31.88% General Funds. 16.67% Other Funds.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide master licensed alcohol and drug counselor (MLADC) services in all of the Department's District Office locations. MLADC's provide screening, assessment, training and consulting to Division for Children, Youth and Families (DCYF) staff, and referrals to individuals when alcohol and/or substance misuse has been identified in a DCYF case.

MLADCs assist individuals with reducing barriers to treatment, increasing access to community-based services and programs, and ensuring that children with an established condition are identified and connected with the appropriate services in a timely manner.

Approximately 4,000 individuals will be served from July 1, 2020 to June 30, 2024.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The MLADC's will consult with Child Protection Service Workers (CPSWs) and Juvenile Justice Probation and Parole Officers (JPPOs) and their supervisors; provide training to DCYF staff on Substance Misuse Education; accompany CPSWs on home visits when appropriate; conduct screenings and assessments; complete evaluations on parents involved with abuse/neglect; assist parents, family members of clients, staff, and individuals seeking assistance with community resource connections. The MLADC's will be available during normal business hours to individuals for crisis interventions, within the scope of practice.

The Department will monitor contracted services using the following performance measures:

- The Contractor) must, approximately ninety (90) days from the resulting contract effective date, through the end of each contract year, spend a minimum of 30% of their time providing direct services to clients either conducting or participating in:
 - o Home visits;
 - o Office visits;
 - o Community visits;
 - o Team meetings; and/or
 - o Court hearings.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/8/2020 through 4/20/2020. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions Section 1.2, and Form P-37, General Provisions Paragraph 3, subparagraph 3.3 of the attached contract, 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.

Should the Governor and Council not authorize this request, DCYF may not have the statewide screening, assessment, training, and consultation needed to work with children and their families in the given areas where alcohol and/or substance misuse has been identified in a case.

Area served: Statewide.

Source of Funds: 51.45% Federal Funds from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, FAIN # TI010035 and 34% General Funds; 100% Federal Child Welfare Social Service Program, CFDA #93.645, FAIN # 1901NHCWSS; 100% Federal Child Abuse Prevention Grant, CFDA #93.669, FAIN # 1901NHNCAN; 31.88% General Funds; 16.67% Other Funds.

Respectfully submitted,


Lisa A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

RFP-2021-DCYF-01-MASTE Master Licensed Alcohol and Drug Counseling (MLADC) Program

06-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF BEHAVIORAL HEALTH, SUBSTANCE ABUSE & MENTAL HEALTH SVS
51.45% FEDERAL FUNDS

FAIN # T1010035

CFDA # 93.959

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	102-500731	Contracts for Program Services	92057501	351,000
SFY 2022	102-500731	Contracts for Program Services	92057501	351,000
SFY 2023	102-500731	Contracts for Program Services	92057501	351,000
SFY 2024	102-500731	Contracts for Program Services	92057501	351,000
			Sub-Total	1,404,000

05-95-42-421010-29870000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD WELFARE SOCIAL SERVICE PROGRAM
100% FEDERAL FUNDS

FAIN # 1901NHCWSS

CFDA # 93.645

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42106801	150,828
SFY 2022	102-500731	Contracts for Program Services	42106801	310,957
SFY 2023	102-500731	Contracts for Program Services	42106801	310,957
SFY 2024	102-500731	Contracts for Program Services	42106801	310,957
			Sub-Total	1,083,699

05-95-42-421010-29890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD ABUSE PREVENTION GRANT
100% FEDERAL FUNDS

FAIN # 1901NHNCAN

CFDA # 93.669

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	102-500734	Contracts for Program Services	42106901	234,922
SFY 2022	102-500734	Contracts for Program Services	42106901	274,793
SFY 2023	102-500734	Contracts for Program Services	42106901	274,793
SFY 2024	102-500734	Contracts for Program Services	42106901	274,793
			Sub-Total	1,059,301

05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
31.88% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105748	175,500
SFY 2022	102-500731	Contracts for Program Services	42105748	175,500
SFY 2023	102-500731	Contracts for Program Services	42105748	175,500
SFY 2024	102-500731	Contracts for Program Services	42105748	175,500
			Sub-Total	702,000

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
31.85% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	102-500731	Contracts for Program Services	42105894	87,750
SFY 2022	102-500731	Contracts for Program Services	42105894	87,750
SFY 2023	102-500731	Contracts for Program Services	42105894	87,750
SFY 2024	102-500731	Contracts for Program Services	42105894	87,750
			Sub-Total	351,000

05-95-95-950010-19290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES
16.67% GENERAL FUNDS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	103-502507	Contracts for Program Services	95010794	200,000
			Sub-Total	200,000
			TOTAL	4,800,000