

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. The program and service provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy (ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

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- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.
 - 3.4.2. The original POC is not submitted within 21 calendar days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:
 - 3.5.1. Review of materials submitted by the Contractor;
 - 3.5.2. Follow-up inspection; or
 - 3.5.3. Review of compliance during the next scheduled inspection.

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4. Duties and Responsibilities

- 4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.
- 4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:
 - 4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.4. The Contractor shall ensure the following documents are posted in a public area:
 - 4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and
 - 4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.
- 4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.
- 4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.
- 4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.
- 4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B: 12.
- 4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

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- 4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.
- 4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:
 - 4.11.1. A reception area separate from living and treatment areas;
 - 4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.11.3. Secure storage of active and closed confidential individual records; and
 - 4.11.4. Separate and secure storage of toxic substances.
- 4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.
- 4.13. The Contractor shall develop, implement, and maintain specific policies, including:
 - 4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;
 - 4.13.2. Progressive discipline, leading to administrative discharge;
 - 4.13.3. Reporting and appealing staff grievances;
 - 4.13.4. Alcohol and other drug use while in treatment;
 - 4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;
 - 4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
 - 4.13.7. Holding an individual's possessions;
 - 4.13.8. Secure storage of staff medications;
 - 4.13.9. Medication belonging to individuals receiving services;
 - 4.13.10. Urine specimen collection, as applicable, that:
 - 4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and
 - 4.13.10.2. Minimizes falsification;
 - 4.13.11. Safety and emergency procedures on:
 - 4.13.11.1. Medical emergencies;

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- 4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.13.11.3. Reporting injuries;
 - 4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and
 - 4.13.11.5. Emergency closings.
- 4.13.12. The Contractor shall develop, implement and maintain procedures for:
- 4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.13.12.2. Quality assurance and improvement.

5. Collection of Fees

- 5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and
- 5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

- 6.1. The Contractor shall maintain a record of all individual screenings, including:
 - 6.1.1. The individual's name and/or unique identifier;
 - 6.1.2. The individual's referral source;
 - 6.1.3. The date of initial contact from the individual or referring agency;
 - 6.1.4. The date of screening; and
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
- 6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:
 - 6.2.1. Record all contact with the individual between screening and removal from the waitlist; and
 - 6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

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- 6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:
 - 6.3.1. Inform the individual of the reason for denial of service(s); and
 - 6.3.2. Assist the individual in identifying and accessing appropriate available treatment.
- 6.4. The Contractor shall not deny services to an individual solely because the individual:
 - 6.4.1. Previously left treatment against the advice of staff;
 - 6.4.2. Relapsed from an earlier treatment;
 - 6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 6.4.4. Has been diagnosed with a mental health disorder.
- 6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. Staffing Requirements

- 7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
- 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:
 - 7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;
 - 7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;
 - 7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
- 7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
- 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:
 - 7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.2. Are licensed, registered or certified as required by state statute and as applicable;
 - 7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:
 - 7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;
 - 7.3.3.3. Federal and state confidentiality requirements;
 - 7.3.3.4. Grievance procedures;
 - 7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;
 - 7.3.3.6. Topics covered by both the administrative and personnel manuals;
 - 7.3.3.7. The Contractor's infection prevention program;
 - 7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and
 - 7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
 - 7.3.4. Sign and date documentation that they have taken part in an orientation as described above;
 - 7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

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- 7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:
 - 7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and
 - 7.4.1.5. The dated signature of the licensed health practitioner.
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.
- 7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:
 - 7.6.1. A completed application for employment or a resume.
 - 7.6.2. Identification data.
 - 7.6.3. The education and work experience of the employee.
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position.

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- 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
- 7.6.6. A signed and dated record of orientation as required above.
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results required above.
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.
- 7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers, as applicable.
- 7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.
- 8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.
- 8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 8.5. The Contractor shall ensure supervision includes:
 - 8.5.1. Review of case records;
 - 8.5.2. Observation of interactions with individuals receiving services;
 - 8.5.3. Skill development; and
 - 8.5.4. Review of case management activities;
- 8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and
- 8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

- 9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:
 - 9.1.1. Rules, policies, and procedures of the program and facility;
 - 9.1.2. Requirements for successfully completing the program;
 - 9.1.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than \$0.25 per page thereafter, after review of the record.
- 19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

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recommendations to programs regarding the services and treatment provided by the programs;

- 21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:
 - 21.1.16.1. Guardian;
 - 21.1.16.2. Representative;
 - 21.1.16.3. Attorney;
 - 21.1.16.4. Family member;
 - 21.1.16.5. Advocate; or
 - 21.1.16.6. Consultant; and
- 21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.
- 21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.
- 21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.
- 21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:
 - 21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;
 - 21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 21.4.3. The program requests a copy of the guardianship order from the guardian;
 - 21.4.4. The order is kept in the individual's record at the program;
 - 21.4.5. If any issues arise relative to the provision of services and supports, which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;
 - 21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and
- 21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the service received despite having the financial resources to do so; or
 - 22.1.5. Refuses to apply for benefits that could cover the cost of the service received despite the fact that the individual is or may be eligible for benefits.
- 22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
 - 24.2.3. The program provides or arranges for childcare with the women are receiving services.
 - 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
 - 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
 - 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach that can reasonably be expected to be an effective outreach method.
- 24.4.6. The program has procedures for:
 - 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
 - 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

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- 24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.