

a. Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

(1) Service Description

- (a) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
 - i. Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
 - ii. Prevent Problem Gambling.
- (b) The goals and outcomes for A&D 80 Services must be described in Contractor's OHA approved Problem Gambling Prevention Implementation Plan, using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> ; and submitted electronically to OHA at: amhcontract.administrator@dhs.oha.state.or.us. Contractor's A&D 80 Services will be monitored and evaluated on the basis of the Contractor's effectiveness in achieving the goals and outcomes identified in the Contractor's OHA approved Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

(2) Performance Requirements

- (a) Contractor shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
 - i. Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Plans must reflect the requirements within the Problem Gambling Tier Level Funding Performance Standards located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>. Planning frameworks shall demonstrate the following: community assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
 - ii. Continuously conducting a community assessment every five years (FY2025-26), and utilizing Contractor's community assessment results to identify trackable outcome measurements within Implementation Plan;
 - iii. Implementation of problem gambling prevention activities each quarter related to identified goals within Implementation Plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
 - iv. Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting

electronically to OHA through the Problem Gambling Prevention Quarterly Data Reporting Collection System at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

- v. Preparation of reports, as described in the “Special Reporting Requirements” section below;
 - vi. Oversight and coordination of A&D 80 Services, activities, and programs provided in the Service Area;
 - vii. Completion of Problem Gambling Prevention Coordinator Training Series requirements within six months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
 - viii. Attend a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
 - ix. Development and adoption of a comprehensive written policy, on gambling in the workplace; and
 - x. Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>
- (b) Contractor shall designate a problem gambling prevention supervisor, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
- i. Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.
 - ii. The Problem Gambling Prevention Supervisor Training requirements are located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.
- (c) The payments made to Contractor for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the Contractor’s Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the Contractor’s Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.
- (d) Providers of A&D 80 Services must implement A&D 80 Services paid through this Contract in accordance with the Contractor’s current Problem Gambling Prevention Implementation Plan.

(3) Special Reporting Requirements

- (a) All A&D 80 Services provided by Contractor under this Contract must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Quarterly Data Reporting Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> no later than 45 calendar days following the end of each quarter February, May, August, November and February with respect to Services provided in the prior quarter.
- (b) Contractor shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us

(4) Payment Calculation, Disbursement, and Settlement Procedures

OHA uses either ‘Settlement’ or ‘Confirmation of Performance and Reporting Requirements’ at the end of each contracting period. The specific requirement will be listed in each individual Service Description in the title for this section.

OHA provides payments for Services through Part A, B, or C payments. The payment type is identified in Exhibit E, “Financial Pages,” on lines in which column “Part ABC,” contains an “A” for Part A Payment, a “B” for Part B Payment, and a “C” for Part C Payment:

- (a) Payments made for Services to Contractor are subject to the following:
 - i. OHA shall not authorize in aggregate, under this “Payment Calculation and Disbursement” section, payments requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate payment” means the total of all payments authorized in Exhibit C, “Financial Pages.” The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Payments received by the Contractor or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR payment is used to provide additional Service – increase capacity – under the same Service Element for which payment from OHA and TPR was provided.

Contractor must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280.

Contractor is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments received, no later than 30 calendar days following expiration of this Contract. The following information shall be provided:

- A. OHA Contract name and number;
 - B. Client name and date of birth;
 - C. Service for which payment was received;
 - D. Date of service covered by payment;
 - E. Date of TPR payment received by Contractor or Service Provider; and,
 - F. Amount of payment.
- ii. Contractor is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;
 - iii. At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <https://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - iv. OHA is not obligated to provide payments for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Contract, termination of OHA’s obligation to provide payments for Services, or termination of Contractor’s obligation to include the Program Area in which Services fall.

(b) Part A Payments:

OHA provides payments for Services through Part A payments for non-Medicaid-eligible Services. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services.

- i. Calculation of Payments: OHA will provide payments for Services provided under a particular line of Exhibit E, “Financial Pages,” containing an “A” in column “Part ABC,” from payments identified in that line in an amount equal to that line of the Financial Pages during the period specified in that line. The total of OHA payments for all Services delivered under a particular line of Exhibit E, “Financial Pages” containing an “A” in column “Part ABC,” shall not exceed the total of payments for Services as specified in that line of the Financial Pages and are subject to the limitations described herein.
- ii. Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit E, “Financial Pages,” OHA will disburse the Part A payments for Services provided under a particular line of the Financial Pages

containing an “A” in column “Part ABC,” to Contractor in substantially equal monthly payments during the period specified in Pages subject to the following:

- A. OHA may, upon written request of Contractor, adjust monthly payments;
- B. Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the payments shown for Services provided under that line of the Financial Pages; and,
- C. OHA may, after 30 calendar days (unless parties agree otherwise) written notice to Contractor, reduce the monthly payments based on under-used payments identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

(c) Part B Payments:

Part B is used for any payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Contract, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation payments are not disbursed or settled under this Contract, but may be included for budgetary purposes.

i. Part B payments are calculated and applied as follows:

- A. The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: <https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.
- B. OHA calculates the rates and then processes claims through OHA’s MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and,
- C. OHA will provide notice to Contractor in a timely manner if there is a change in rates, which shall be established by OHA’s Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD’s Medical Assistance

Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

(d) Part C Payments:

i. Part C payments are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, “Financial Pages,” OHA will disburse the Part C payments for Services provided under a particular line of the Financial Pages containing a “C” in column “Part ABC” to Contractor per receipt and approval of a written invoice with required attachments, as specified below, in the monthly payment during the period specified in that line of the Financial Pages. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@dhs.ohio.state.gov with the subject line “Invoice, contract # (your contract number), contractor name.” Payments provided by OHA shall be subject to the limitations described in this Contract.

- A.** For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, Contractor shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide payments at the Medicaid Fee Schedule rate. At no time will OHA provide payments above the Medicaid Fee Schedule rate for Services.
- B.** For Services to non-Medicaid-eligible Individuals, Contractor shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years’ payments.

(e) Contract Settlement:

Contract Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Contract between actual OHA disbursements of payments for Services under a particular line of Exhibit E, “Financial Pages,” containing an “A” in column “Part ABC,” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Pages. For purposes of this section, amounts due to Contractor are determined by the actual amount of Services delivered under that line of the Financial Pages as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of the Contract or as required in an applicable

Specialized Service Requirement, and subject to the terms and limitations in this Contract.

The settlement process will not apply to payments made for an approved reserved service capacity payment.

- (f) OHA shall not authorize in aggregate, under this section, payments requested for Services in excess of the contractual Not-to-Exceed amount. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month.