

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 Contractor's 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: bhd.contracts@oha.oregon.gov. 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 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 objectives 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 pgs.support@oha.oregon.gov utilizing the OHA Problem Gambling Prevention Quarterly Report Form 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 Contractor’s service area;
 - vii. Completion of Problem Gambling Prevention Coordinator Training Series requirements within three 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. Completing 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 semi-annual prevention program check-in review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>
- (b) Contractor shall designate a Problem Gambling Prevention Supervisor, who will obtain the 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) **Reporting Requirements**
- None
- (4) **Special Reporting Requirements**

- (a) All A&D 80 Services provided by Contractor under this Agreement must have an Implementation Plan approved by OHA PGS staff. This plan must be reviewed, updated, and submitted on an annual basis no later than 15 days prior to the beginning of the fiscal year.
- (b) All A&D 80 Services provided by Contractor under this Contract must be reported and submitted electronically to OHA on a quarterly basis to pgs.support@oha.oregon.gov utilizing the Problem Gambling Prevention Quarterly Report Form, 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 with respect to Services provided in the prior quarter.
- (c) Contractor shall notify OHA Problem Gambling staff at pgs.support@oha.oregon.gov within 10 business days of any changes related to designated Problem Gambling A&D 80 Services.

(5) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

Contractor shall not expense greater than 6 percent of total allocation for administrative overhead and indirect cost.

OHA provides payments for A&D 80 Services in two different ways, through Part A and Part 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 and a “C” for Part C payment. OHA provides payment for A&D 80 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.

Payments provided to Contractor or Service Providers are subject to the following:

- (a) OHA shall not authorize in aggregate, under this “Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures” section, payments requested for A&D 80 Services in excess of the contractual Not-to-Exceed amount. “Total aggregate payments” means the total of all payments authorized in Exhibit E, “Financial Pages.” The monthly payment will be prorated for any month in which the Individual does not receive A&D 80 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 Contract 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 received are used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and TPR was received.

- (b) 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 bhd.contracts@oha.oregon.gov, any TPR payments received, no

later than 30 calendar days following expiration of this Contract. The following information shall be provided:

- i. OHA Contract name and number;
 - ii. Client name and date of birth;
 - iii. Service for which payment was received;
 - iv. Date of service covered by payment;
 - v. Date of TPR payment received by Contractor or Service Provider; and
 - vi. Amount of payment.
- (c) 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;
- (d) OHA is not obligated to provide payments for any A&D 80 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 payment for A&D 80 Services, or termination of Contractor’s obligation to include the Program Area in which A&D 80 Services fall.
- (e) **Part A Payments:**

The Part A payment will be calculated, disbursed, and confirmed as follows:

- i. Calculation of Payment: OHA will provide payment for A&D 80 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 A&D 80 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 A&D 80 Services as specified in that line of the Financial Pages and are subject to the limitations described herein.
- ii. Disbursement of Payment: Unless a different disbursement method is specified in that line of Exhibit E, “Financial Pages,” OHA will provide the Part A payments for A&D 80 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 that line of the Financial 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 A&D 80 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 payment identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special

Reporting Requirements” sections or applicable special conditions.

(f) Part C Payments:

The Part C payments are calculated and applied as follows:

Unless a different payment method is specified in that line of Exhibit E, “Financial Pages,” OHA will provide the Part C payments for A&D 80 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 allotment 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 bhd.contracts@oha.oregon.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 A&D 80 Service Description and Contract.

- i. For A&D 80 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 A&D 80 Service. OHA will provide payment at the Medicaid Fee Schedule rate. At no time will OHA provide payment above the Medicaid Fee Schedule rate for A&D 80 Services.
- ii. For A&D 80 Services to non-Medicaid-eligible Individuals, Contractor shall attach a copy of the bill or receipt, for the item or A&D 80 Service, to a combined monthly invoice, itemized by Individual.

(g) In addition:

- i. OHA will provide payments for A&D 80 Services identified in a particular line of Exhibit C, “Financial Pages,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- ii. Providers of A&D 80 Services shall not charge Individuals whose Services are paid through this Contract any co-pay or other fees for such Services.
- iii. Provider Audits: Providers receiving payments under this Contract, for A&D 80 Services, are subject to audits of all payments applicable to A&D 80 Services rendered. The purpose of these audits is to:
 - A. Require proper disbursements were made for covered A&D 80 Services;
 - B. Recover over-payments;
 - C. Discover any potential or actual instances of fraud and abuse; and
 - D. Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

- iv. OHA’s obligation to provide payments under this Contract is subject to the satisfaction of the Contractors delivering the anticipated level of A&D 80 Services, upon which the payments were calculated. If, for a period of 3 consecutive months during the term of this Contract, Contractor delivers less than the anticipated level of Services, upon which payments were calculated in a particular line of Exhibit E, “Financial Pages,” OHA may amend the amount of payments made for A&D 80 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future payments made for A&D 80 Services in an amount equal to payments reduced under that line of the Financial Pages for under-utilization. An amendment shall be prepared and executed between OHA and Contractor to reflect this reduction.

(h) Contract Settlement:

Contract Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Contract between actual OHA payments provided for A&D 80 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.