a. Service Name: **PROBLEM GAMBLING RESPITE TREATMENT SERVICES**

Service ID Code: **A&D 83**

(1) Service Description

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement Problem Gambling Treatment Outpatient Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

(a) The specific A&D 83 Services that may be delivered with payments made through this Contract and directed at Individuals with problems related to a gambling disorder are as follows:

i. Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".

ii. Respite Care Service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this Service must have:

A. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and

B. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."

Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.

(b) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

2) Performance Requirements

Contractor shall meet the performance requirements, which are imposed and assessed on an individual Contractor basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced payments based on insufficient data or performance requirements identified through the OHA PG Net data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.

The performance requirements for A&D 83 Services are as follows:

(a) **Access**: The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be [2] business days or less for at least [100]% of all Individuals receiving A&D 83 Services paid through this Contract.

(b) **Successful Completion**: The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.

(c) Technical Assistance and Program Development

i. Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of Visit located at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx.

ii. Contractor shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx.

iii. Persons providing A&D 83 Services, prior to working with an Individual with problematic gambling must complete the "Problem Gambling Social Service Professionals" training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx.

(3) Special Reporting Requirements

Contractor shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff.

Contractor shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. All Providers of A&D 83 Services shall comply with PG Net data collection system and manual, located at https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx.

(a) Intake Data: The admission screen within PG Net must be completed and submitted within 14 calendar days of the first treatment contact with an Individual.

(b) Encounter Data Reporting Requirements: All Providers of A&D 83 Services funded through this Contract must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service delivered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note including a description of the session.

(c) Discharge Data: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

(4) Payment Calculation, Disbursement, Settlement, and Provider Audit Procedures

OHA uses either "Settlement" or "Confirmation of Performance" 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 E, "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 E, "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@dhsoha.state.or.us 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.

(1) 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.

(2) In addition:

(a) OHA will provide payment for A&D 83 Services identified in a particular line of Exhibit E, "Financial Pages," as specified in the PGS Billing 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.

(b) Providers of A&D 83 Services paid through this Contract shall not charge Individuals, whose Services are paid through this Contract, any co-pay or other fees for such Services;

(c) Providers of A&D 83 Services paid through this Contract shall not use third party insurance. A&D 83 Services are to be a single payer source.

(d) Provider Audits: Providers receiving payments under this Contract, for providing A&D 83 Services, are subject to audits of all payments applicable to A&D 83 Services rendered.

(e) The purpose of these audits is to:

i. Ensure proper payments were made for covered A&D 83 Services;

ii. Recover over expenditures;

iii. Discover any potential or actual instances of fraud and abuse; and,

iv. Verify that encounter data submissions are documented in the client file, as required, and described in the "Special Reporting Requirements" section above.

Providers of A&D 83 Services paid through this Contract may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-0380 "Fraud and Abuse," as such rules may be revised from time to time.