

Service Name: **OUTPATIENT PROBLEM GAMBLING TREATMENT SERVICES**

Service ID Code: **A&D 81**

## **I. Service Description**

Outpatient Problem Gambling Treatment Services (A&D 81) are problem gambling assessment and treatment services delivered on an outpatient basis to individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. For purposes of this Agreement, an individual with a gambling related problem is an individual with (a) a primary diagnosis of Pathological Gambling (DSM-IV code 312.31), (b) a primary diagnosis of sub-clinical Pathological Gambling (meets two to four DSM-IV diagnostic criteria for Pathological Gambling), or (c) a primary diagnosis of Relational Problem Related to Pathological Gambling (a variant of DSM-IV code V61.9). A&D 81 Services must include regularly scheduled face-to-face therapeutic sessions with the individual and may include individual, group, couple, and family counseling.

## **II. Performance Standards**

Providers (and County, as applicable) of A&D 81 Services funded through this Agreement must comply with the requirements set forth on Exhibits A&D 81-1, A&D 81-2 and A&D 81-3 attached hereto and incorporated herein by this reference.

Providers of A&D 81 Services funded through this Agreement must meet the performance standards below. These performance standards are imposed and assessed on an individual Provider basis. If Department determines that a Provider of A&D 81 Services funded through this Agreement fails to comply with any of the specified performance standards, then County shall submit to Department a corrective action plan within 60 days of non-compliance notification.

**Access:** The amount of time between a problem gambling affected individual's request for A&D 81 Services and the first offered service appointment must be five business days or less for at least 90% of all individuals receiving A&D 81 Services funded through this Agreement.

**Retention:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who actively engage in the A&D 81 Services for at least 10 clinical contact sessions must not be less than 40%.

**Successful Completion:** The percent of all individuals receiving A&D 81 Services funded through this Agreement who successfully complete treatment must not be less than 35%. A successful problem gambling treatment completion is defined as the individual's: (a) achievement of at least 75% of short-term treatment goals, (b) completion of a continued wellness plan (i.e., relapse prevention plan), and (c) lack of engagement in problem gambling behaviors for at least 30 days prior to discharge from A&D 81 Services.

**Client Satisfaction:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who complete a problem gambling client satisfaction survey would positively recommend the Provider to others must not be less than 85%. Client satisfaction surveys must be collected by not less than 50% of total enrollments.

**Long-term Outcome:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who successfully complete treatment whose responses to a problem gambling follow-up survey suggest maintained improvement at six months after the end of A&D 81 Services must not be less than 50%.

### **III. Special Reporting Requirements**

Providers of A&D 81 Services funded through this Agreement must submit the following information to Department (or to Department's designee), with respect to the individuals receiving A&D 81 Services funded through this Agreement, as well as any other information related to the delivery of A&D 81 Services funded through this Agreement that Department reasonably requests from time to time:

- A. Intake Data. Standard intake data and a completed client consent form for use in follow-up efforts must be collected and submitted within 14 days of the first face-to-face treatment contact with an individual.

- B. Encounter Data. Encounter data must be collected and submitted as described in Exhibit A&D 81-3 attached hereto and incorporated herein by this reference. Prior to submitting an encounter claim each claimed encounter must be documented in the clinical record. Encounter claim documentation to be placed in the clinical record must include the date of the encounter, the type of service delivered, the length of service, and a clinical note describing data from the session, clinical assessment, and a clinical plan.
- C. Discharge Data. Discharge data must be collected and submitted within 90 days after the last date of service to an individual.

#### **IV. Financial Assistance Calculation and Disbursement Procedures**

- A. Financial Assistance Calculation. Department provide financial assistance for A&D 81 Services identified in a particular line of the Financial Assistance Award at the rate of \$\_\_\_\_\_ per hour (for purposes of this Service Description, one hour is no less than 50 minutes of direct face-to-face service) for individual treatment sessions (including individuals, couples and family sessions), \$\_\_\_\_\_ per hour for group sessions and \$\_\_\_\_\_ per hour for problem gambling assessment sessions, subject to the following:
  - 1. Department will increase the financial assistance for each hour of A&D 81 Services (as described above) delivered under a particular line of the Financial Assistance Award by five percent to cover County administrative costs.
  - 2. Department will not make multiple financial assistance payments for a single clinical activity, except for group therapy. For example, Department will not provide financial assistance for an individual treatment session for both an individual and his or her spouse when the treatment was delivered in a single marital session.
  - 3. For purposes of this Service Description, “session” or “treatment session” means face-to-face A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family or group) and length (time).

4. Providers of A&D 81 Services funded through this Agreement may not charge individuals whose A&D 81 Services are funded through this Agreement any co-pay or other fees for such Services.
  5. Total Department financial assistance for all A&D 81 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 81 Services as specified in that line of the Financial Assistance Award.
  6. Department is not obligated to provide financial assistance for any A&D 81 Services that are not properly reported as described or referenced in this Service Description by the date 60 days after the termination of this Agreement, termination of Department's obligation under this Agreement to provide financial assistance to County for A&D 81 Services, or termination of County's obligation under this Agreement, to include the Program Area, in which A&D 81 Services fall, in its CMHP.
  7. If at the end of any six month period during the term of this Agreement, the total A&D 81 Services delivered under a particular line of the Financial Assistance Award entitles County to less than 95% of the funds disbursed to County under that line during that period, Department may unilaterally reduce the amount of funds awarded for A&D 81 Services in that line in proportion to the underutilization during that period and may also unilaterally reduce the amount of funds awarded for A&D 81 Services in that line in an amount equal to funds disbursed to County under that line that were not utilized, and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- B. Disbursement of Financial Assistance. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 81 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of A&D 81 Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 81 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 81 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
  4. County may, with Department approval, apply funds unused in the first fiscal year to funds for A&D 81 Services in the second fiscal year.
- C. Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 81 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rates set forth above and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported as described or referenced in this Service Description or an applicable Specialized Service Requirement.
- D. Provider Audits. Providers and sub-contracted Providers receiving AD81 payments from Department are subject to audit for all payments applicable to AD81 services rendered. The audit ensures that proper payments were made to covered services, to recover overpayments, and to discover possible instances of fraud and abuse. Department may apply the Division of Medical Assistance Program (DMAP) Provider Audit rules and the Fraud and Abuse rules to providers and provider sub-contractors of A&D 81 Services funded through this Agreement in accordance with OAR 410-120-1505 through 410-120-1510, as such rules may be revised from time to time.

- E. Prior Authorization. Department may grant the following exceptions with prior authorization.
1. Out of state residents may receive AD81 services if the presenting gambling problem is reported as primarily related to an Oregon Lottery product.
  2. Financial assistance may be provided for non-face to face AD81 services.
  3. The qualifications for AD81 providers specified in AD81-1, under Competency, may be waived.
- F. Procedure for requesting prior authorization
1. Provider requests for prior authorization exceptions may be submitted in once monthly batches of individual requests and include the following:
    - a) Name of agency requesting the exception;
    - b) Client identification code;
    - c) Description of the exception request;
    - d) Statement indicating that the exception request was reviewed and approved by the agency's gambling treatment clinical team or clinical supervisor. Date of the exception request clinical review must be included in the statement.
  2. Documentation must be placed in the client's clinical record describing the clinical review of the exception request including the clinical justification for requesting the exception.

**EXHIBIT A&D 81-1**  
**Minimum Performance Requirements**

**ACCESS**

- I. County shall make A&D 81 Services generally available to any individual in the service region for which County has contract authority as set forth on Exhibit A&D 81-1-1, attached hereto and incorporated herein by this reference.
- II. See the discussion of Access in Section II of the main portion of this Service Description.
- III. Providers of A&D 81 Services funded through this Agreement must provide A&D 81 Services funded through this Agreement to individuals seeking Services who reside outside of the service region for which County has contract authority as set forth on Exhibit A&D 81-1-1 when no other similar Services are offered that are closer to the individual's primary place of residence.
- IV. County and all Providers of A&D 81 Services funded through this Agreement must cooperate with Department in setting goals for increased client treatment access and in implementing measures to meet such goals.

**QUALITY**

- I. Providers of A&D 81 Services funded through this Agreement must comply with the standards set forth on Exhibit A&D 81-2 attached to this Service Description.
- II. Providers of A&D 81 Services funded through this Agreement must ensure that all staff providing A&D 81 Services funded through this Agreement comply with requirements for problem gambling treatment service Providers as set forth in Exhibit A&D 81-2 attached to this Service Description.

- III. Providers of A&D 81 Services funded through this Agreement must cooperate with Department in setting goals to improve the quality of A&D 81 Services and in implementing measures to meet such goals.

## **ACCOUNTABILITY**

- I. See Section III of the main portion of this Service Description and Section 9 of Exhibit E of this Agreement.

### **II. Onsite Reviews**

- (1) Discretionary Onsite Inspections: Addictions & Mental Health Division *may* conduct onsite inspections:
- (a) Upon receipt of verbal or written complaints of violations that allege conditions that may threaten the health, safety, or welfare of clients or for any other reason to be concerned for client welfare; or
  - (b) Any time Addictions & Mental Health Division has reason to believe it is necessary to assure if a provider is in compliance with conditions provided this service description.
- (2) Substance of Reviews: The review may include, but is not limited to, case record audits and interviews with staff and clients, consistent with the confidentiality safeguards of state and federal laws.
- (3) Access to Facilities and Records: Each applicant or provider agrees, as a condition of receiving AD81 funding:
- (a) To permit designated representatives of Addictions & Mental Health Division to inspect premises of programs to assure compliance with all laws, rules, and regulations during all hours of operation of the facility and at any other reasonable hour;
  - (b) To permit properly designated representatives of the department to audit and collect statistical data from all records maintained by the provider; and
  - (c) That such right of immediate entry and inspection shall, under due process of law, extend to any premises on which Addictions & Mental Health Division has reasons to believe a



program is being operated by the provider in violation of AD81 conditions.

- (4) Inspection by Other Agencies: Each applicant or provider agrees, as a condition of providing AD81 services approval that:
  - (a) State or local fire inspectors shall be permitted access to enter and inspect the facility regarding fire safety upon the request of Addictions & Mental Health Division; and
  - (b) State or local health inspectors shall be permitted access to enter and inspect the facility regarding health safety upon the request of Addictions & Mental Health Division.
- (5) Notice: Addictions & Mental Health Division has authority to conduct inspections with or without advance notice to the administrator, staff, or clients:
  - (a) Addictions & Mental Health Division is not required to give advance notice of any onsite inspection if Addictions & Mental Health Division reasonably believes that notice might obstruct or seriously diminish the effectiveness of the inspection or enforcement of these administrative rules; and
  - (b) If Addictions & Mental Health Division staff are not permitted access for inspection, a search warrant may be sought.
- (6) Review Process and Reports:
  - (a) Addictions & Mental Health Division will designate a lead specialist and other onsite review members as appropriate, such as a peer reviewer or the designee of the CMHP, to perform a formal onsite review of the service element(s);
  - (b) The lead specialist will submit a draft report of the onsite review to the program and team members for their review and comment;
  - (c) The lead specialist will then issue a final report if indicated; and
  - (d) Final reports will routinely be issued within 60 days except where the Assistant Director determines that there are mitigating circumstances necessitating further review.

- (7) **Access to Reports:** Public access to final reports of onsite inspections, except for confidential information, shall be available upon written request from Addictions & Mental Health Division during business hours. A fee will be charged for the actual cost of staff or attorney time to locate the records and review the records in order to delete exempt material, supervise a person's inspection of original documents to protect the records, or for the copying of records.
- (8) **Corrective Action Plan:** Programs out of AD81 compliance will submit an action plan to the Assistant Director or his/her designee for approval no later than 60 days following receipt of the final onsite report. The corrective action plan shall include, but not be limited to:
  - (a) Specific problem areas cited as out of compliance;
  - (b) A delineation of corrective measures to be taken by the program to bring the program into compliance; and
  - (c) A delineation of target dates for completion of corrective measures for each problem area.
- (9) **Failure to Take Corrective Action:** Failure to demonstrate compliance with the corrective action plan may result in a full or partial loss of AD81 funding.

### III. Criminal Records

1. **Criminal Record:** Addictions & Mental Health Division may discontinue AD81 funding if:
  - (a) Any of the program's staff, within the previous three years, has been convicted of:
    - (A) Any crime or violation under ORS chapter 475, including but not limited to the Uniform Controlled Substances Act, or under ORS 813.010, driving under the influence of intoxicants;
    - (B) A substantially similar crime or violation in any other state; or
    - (C) Any felony.

- (b) Any of the program's staff has entered into, within the past three years, a diversion agreement under ORS 813.010 or section 7 of 1989 Oregon Laws, Chapter 1075, or a diversion agreement under a substantially similar law in any other state.
2. Criminal Record Checks: The Assistant Director or designee may make criminal record inquiries necessary to ensure implementation of these conditions.

#### **IV. Complaints**

- (1) Investigation of Complaints: Any person who believes that conditions of AD81 have been violated may file a complaint with Addictions & Mental Health Division:
  - (a) Addictions & Mental Health Division may require that complainant exhaust grievance procedures available to them through the provider prior to initiation of an investigation;
  - (b) Addictions & Mental Health Division shall investigate complaints and notify the provider of the results of the investigation and any proposed action.
- (2) Records of Complaints: A record shall be maintained by Addictions & Mental Health Division of all complaints and any action taken on the complaint and shall:
  - (a) Be placed into the public file. (Any information regarding the investigation of the complaint will not be filed in the public file until the investigation has been completed.);
  - (b) Protect the identification of the complainant; and
  - (c) Treat the identities of the witnesses and clients as confidential information.
- (3) Inspection of Records: Any person may inspect and receive a photocopy of the public complaint files maintained by Addictions & Mental Health Division upon requesting an appointment to do so. A fee will be charged for all materials duplicated and staff time necessary to complete the request.

- (4) **Substantiated Complaint Grounds for Action:** Providers who acquire substantiated complaints pertaining to the health, safety, or welfare of clients may lose AD81 funding arrangements made to move the clients.
- (5) **Retaliation Toward Client Forbidden:** The provider shall not retaliate against any client for filing a complaint with Addictions & Mental Health Division by:
  - (a) Increasing charges; decreasing services; rights or privileges;
  - (b) Threatening to increase charges or decrease services, rights, or privileges;
  - (c) Taking or threatening to take any action to coerce or compel the client to leave the facility; or
  - (d) Abusing or threatening to harass or abuse a client in any manner.
- (6) **Retaliation Toward Employee or Witness:** Any complainant, witness, or employee of a facility shall not be subject to retaliation by a provider for making a report to or for being interviewed by the Office about a complaint including restriction to access to the program or to a client *or*, if an employee, to dismissal or harassment.

**Exhibit A&D 81-1-1**  
**Problem Gambling Service Regions & Region Contract Designee**  
***[Change or Delete Contract Authority and/or Service Region (County) as necessary]***

<b>Contract Authority</b>	<b>Service Region (County)</b>
ADAPT	Coos & Douglas
Clackamas	Clackamas
Columbia	Columbia, Clatsop
Curry	Curry
Deschutes	Crook, Deschutes, Jefferson
Harney	Grant, Harney, Lake
Hood River	Gilliam, Hood River, Sherman, Wasco
Jackson	Jackson
Josephine	Josephine
Klamath	Klamath
Lane	Lane
Lincoln	Lincoln
Linn	Linn, Benton
Malheur	Baker, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Marion	Marion
Multnomah	Multnomah
Polk	Polk
Tillamook	Tillamook
Washington	Washington
Yamhill	Yamhill

**Exhibit A&D 81-2**  
**Gambling Treatment Provider Standards**  
**Outpatient**

Providers of A&D 81 Services funded through this Agreement must comply with the standards set forth below and must use written policies and procedures, with appropriate documentation, to address and implement compliance with the standards. These standards were developed based on the following principles:

(a) the safety and dignity of problem gambling treatment individuals should be maintained at all times and (b) treatment services should be designed to enhance the strengths of each client.

- I. Accessibility – Providers of A&D 81 Services funded through this Agreement must:
  - A. Deliver the A&D 81 Services at a physical location that conforms to the requirements of the Americans with Disabilities Act (ADA).
  - B. Make A&D 81 Services available during both daytime and evening hours, to the extent reasonably practicable.
  - C. Develop and implement a policy of delivering A&D 81 Services in a non-discriminatory and culturally sensitive manner. Providers of A&D 81 Services funded through this Agreement must be able to demonstrate to Department's satisfaction their ability to recognize and respond appropriately to the unique needs of special populations (e.g., language, illiteracy, disability, culture, race, gender, sexual orientation, age-related differences, etc.) which could include but is not limited to: Making reasonable modifications in policies, practices, and procedures to avoid discrimination (unless the program can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity) such as:
    - a) Providing individuals capable of assisting the program in minimizing barriers (such as interpreters);
    - b) Translation of written materials to appropriate language or method of communication;
    - c) To the degree possible, providing assistive devices which minimize the impact of the barrier and

- d) To the degree possible, acknowledging cultural and other values which are important to the client.
- D. No person shall be denied services or be discriminated against on the basis of age or diagnostic or disability category unless predetermined clinical or program criteria for service restrict the service to specific age or diagnostic groups or disability category. The Program shall have written criteria for accepting or refusing admission requests, including steps for making referrals for individuals not admitted to the program. For those clients refused admission based on assessment, the program shall document the reasons for refusal and subsequent referrals within seven days following the refusal decision.
- E. No person under 14 years of age may be admitted to a problem gambling treatment program unless a parent, legal guardian, or responsible adult designated by the state authority (i.e., “emancipated minor” laws) completes and signs consent forms.
- II. Acceptability – See Section I of the main portion of this Service Description to determine individual eligibility to receive A&D 81 Services funded through this Agreement and Section II of the main portion of this Service Description to determine eligibility to provide A&D 81 Services funded through this Agreement.
- III. Competence – The staff of Providers of A&D 81 Services funded through this Agreement must meet the following requirements and the Providers must make the following services available to their staff:
  - A. Except as Provided in Section III C below, all Provider staff who deliver A&D 81 Services funded through this Agreement on a quarter-time or greater basis (i.e., equal to or greater than .25 FTE) must hold an advanced license or certification in mental health or addictions discipline and have completed, within the past two years, at least 30 hours of problem gambling specific education containing at least two education hours in each of the following domains: Assessment, Individual Counseling, Group and Family Counseling , Case Management, Professional Responsibility and Ethics, Financial Planning & Budgeting, Crisis Intervention, and Co-occurring Disorders. All Providers of A&D

- 81 Services funded through this Agreement must maintain documentation evidencing each staff member's compliance with this education requirement and must furnish such documentation to Department upon request.
- B. Except as Provided in Section III C below, all Provider staff who deliver A&D 81 Services funded through this Agreement on a half-time or greater basis (i.e., equal to or greater than .5 FTE) must hold a Masters Degree in a mental health or addictions discipline and hold certification as a Gambling Addiction Counselor) or be licensed by one of the following State of Oregon bodies: (a) Board of Medical Examiners; (b) Board of Psychologist Examiners; (c) Board of Clinical Social Workers; (d) Board of Licensed Professional Counselors and Therapists; or (e) Board of Nursing.
- C. All Provider staff who deliver A&D 81 Services funded through this Agreement who do not meet the qualifications contained in Section III A & III B above must meet the requirements of a Pre-certified Gambling Treatment Specialist or a Clinical Intern. Pre-certified Gambling Treatment Specialists must hold a Masters Degree or an advanced license or certification in a mental health or addictions discipline and must complete at least 15 hours of problem gambling specific education within the first six months of providing A&D 81 services and at least 30 hours of problem gambling specific education within their first year of providing A&D 81 services. Provider staff may hold Pre-certified Gambling Treatment Specialist status for a maximum of three years. Pre-certified Gambling Treatment Specialists must receive a minimum of one hour of clinical supervision for every 20 hours of clinical contact. Clinical Interns must be enrolled in a fully accredited Master's or Doctoral degree program and may provide clinical services if closely supervised by qualified staff pursuant to an established written training plan. All clinical documents produced by Clinical Interns must be co-signed by their onsite clinical supervisor and Clinical Interns must receive a minimum of one hour of clinical supervision for every 20 hours of clinical contact
- D. Providers of A&D 81 Services funded through this Agreement must establish and observe policies that ensure that Provider staff who deliver



A&D 81 Services funded through this Agreement are current on new developments in the field of gambling treatment and rehabilitation.

- E. Providers of A&D 81 Services funded through this Agreement must provide or make provisions for a minimum of two (2) hours per month of clinical supervision or consultation for each staff member who is responsible for the delivery of ten or more hours of A&D 81 Services per month. All Provider staff who supervise other staff members in the delivery of A&D 81 Services funded through this Agreement must have two years of postgraduate experience providing mental health services to adults. Supervisory staff who oversee the treatment of individuals with diagnoses other than substance use disorders and gambling disorders must hold a health or allied Provider license from one of the following State of Oregon bodies: (a) Board of Medical Examiners; (b) Board of Psychologist Examiners; (c) Board of Clinical Social Workers; (d) Board of Licensed Professional Counselors and Therapists; or (e) Board of Nursing. All Provider staff who supervise other staff members in the delivery of A&D 81 Services funded through this Agreement must either have completed at least 10 hours of gambling specific education within the past two years including 2 hours on supervising gambling treatment counselors or must supplement their on-site supervision with twice monthly Department approved Gambling Treatment Clinical Consultation. All Providers of A&D 81 Services funded through this Agreement must maintain documentation evidencing each supervisor's compliance with this education and licensing requirement and must furnish such documentation to Department upon request.
- F. All Provider staff who deliver A&D 81 Services funded through this Agreement, must refer individuals to other Provider staff or other Providers if an individual's clinical presentation is beyond the scope of the Provider staff's competency as determined by their certification restrictions, or license restrictions, or supervisor evaluation, or self-evaluation.

IV. Accountability – Providers of A&D 81 Services funded through this Agreement must deliver the services in accordance with the following standards:

- A. **Guidelines for Treatment Services** – Providers of A&D 81 Services funded through this Agreement must provide a variety of diagnostic and treatment service alternatives to each individual receiving A&D 81 Services funded through this Agreement. Treatment plans must be designed to meet the particular individual’s needs and resources as identified in the comprehensive assessment. Providers of A&D 81 Services funded through this Agreement must offer, at minimum, the following types of A&D 81 Services:
1. Assessment – The assessment involves a face-to-face interview with the individual completed within the fifth client contact following enrollment into the treatment program. The purpose of the interview is to collect and assess pertinent information regarding the individual’s past history and current situation that results in a clinical diagnosis and a recommendation regarding the need for treatment. The Provider must have the ability to perform a structured interview process to assess the existence of problem gambling and co-existence with other disorders including, but not limited to, substance abuse, mental disorders, and significant health problems. Suicide potential must be assessed and clinical records must contain follow-up actions and/or referrals when a client reports symptoms indicating risk of suicide.
  2. Orientation: The program shall give to the client, document the receipt of by the client, and make available to others, written program orientation information which includes:
    - a) The program’s philosophical approach to treatment;
    - b) A description of the program treatment services;
    - c) Information on client’s rights and responsibilities, including confidentiality, while receiving services.
    - d) Information on the rules governing client’s behavior and those infractions that may result in discharge or other actions. At a minimum, the rules shall state the consequence of alcohol and other drug use, gambling while in treatment, absences from appointments and failure to participate in the planned treatment activities; and
    - e) Information on emergency services.

3. Individual, Family, and Group Treatment – Treatment sessions are face-to-face contacts between a Provider staff member delivering the service and an individual or group of individuals. Treatment sessions must address the problems of the individual(s) as they relate, directly or indirectly, to the problem gambling behavior.
  - a. **CRISIS INTERVENTION** – All Providers of A&D 81 Services funded through this Agreement must provide after-hour crisis intervention as necessary. This may be accomplished through agreement with other crisis services, on-call staff, or other arrangement acceptable to Department.
  - b. **DISCHARGE PLANNING** – A recovery/wellness plan or relapse prevention plan must be developed by the Provider in collaboration with the individual and placed in the individual's file within 7 days of the formal completion of treatment. The client's signature and date is proof of participation in the discharge planning. If the client was not involved in discharge planning, the file must show documentation that the client was notified of file closure. The discharge plan/relapse plan must document the therapeutic closure of formal treatment for the identified individual as well as recommendations and community resources for ongoing recovery.
4. Continuity of Care (community resources) – Provider of A&D 81 Services funded through this Agreement must have the capacity to coordinate services and make appropriate referrals to other formal and informal service systems, such as: mental health, Gamblers Anonymous, Gam-Anon, financial consultants, legal advice, medical, crisis management, cultural issues, housing, vocational, etc. The referral and follow-up action needs to be documented in the client's file.

## **B. Documentation**

Providers of A&D 81 Services funded through this Agreement must create and maintain the following documentation with respect to each individual receiving A&D 81 Services with funds provided under this Agreement:

1. Identifying and demographic information for the individual including, at a minimum: name, address, telephone number, date of birth, gender, marital status, and emergency contact. Any additional identifying and demographic data reasonably required by Department.
2. Intake assessment documentation for the individual, including:
  - referral source;
  - presenting problem;
  - gambling history ;
  - current financial status assessment;
  - history of substance use and substance use disorders, including past treatment episodes, assessment of risk of possible withdrawal, and history of other behavioral addictions;
  - health status (e.g., last physical, diet, exercise),current medical problems including medication use;
  - mental health history and current mental health status (e.g., treatment history, psychiatric medications);
  - profile of family of origin and marital/relationship history which describes family composition and dynamics;
  - recovery environment;

- strength and recovery assets;
- education and vocational history;
- legal history (including arrest and conviction history);
- Risk of harm to self or others (e.g., assess for suicide risk, intimate partner violence, child neglect and abuse, elder abuse)

The information gathered must include an intake assessment summary containing a DSM IV diagnosis with supporting criteria, , level of risk of harm to self or others, financial risk, recommendations for the type and intensity of treatment and any referrals given to another treatment provider.

3. An individualized treatment plan must be developed in accordance with general professional standards (and acceptable to Department) for either substance abuse or mental health outpatient services. The treatment plan must be developed prior to the fourth treatment session following the commencement of A&D 81 Services to the individual. The treatment plan must:
  - a) address client-centered issues identified from the assessment and modified as appropriate,
  - b) be written with clear and measurable objectives that are consistent with the client's abilities and strengths and that the individual agrees to as the foundation of treatment,
  - c) include an adequate range of services,
  - d) include a financial plan
  - e) include regularly scheduled face-to-face sessions,
  - f) document that participation of the family members was encouraged, and
  - g) reflect the theoretical treatment approach taken by the program in clinical sessions.
  - h) The treatment plan must be reviewed and modified continuously as needed and as clinically appropriate, and documentation of a treatment plan review must be no less frequent than once every six months.

The individual's signature and signature date will signify participation in the development and review of the plan. The treatment plan must also be signed and dated by the clinician.

4. The individual's progress and current status in meeting the goals set in the treatment plan must be documented within 72 hours of all clinical contacts. All progress notes must be dated, indicate type and length of service, location of service, contain data from the session, clinical assessment, a clinical plan, and be signed by the person providing the service.
5. The following additional information must be documented in the client file:
  - Documentation that the individual has been informed of client rights and responsibilities, including confidentiality protection and exceptions;
  - Results of all examinations, tests, intake, and assessment information;
  - Reports from referring sources;
  - Correspondence related to the individual, including letters and dated notations of telephone conversations relevant to the individual's treatment;
  - Information release forms, signed and dated with client and clinician's signatures;
  - Gamblers Anonymous or other community support network participation; and
  - Consent to treat form signed by the individual (see Section VIII)
6. Required data collection forms and questionnaires, copies of which must also be sent to Department or its designee.

7. Within 30 days of the client leaving treatment, a treatment summary must be completed stating the reason for discharge, progress toward treatment plan objectives, and recommendations.

V. Financial - Providers of A&D 81 Services funded through this Agreement must implement a structured process for assessing client financial circumstances and needs of individuals receiving A&D 81 Services funded through this Agreement. Treatment strategies must be developed to address the individual's financial circumstances and needs that may include, but are not limited to:

- developing a financial management plan for the individual that includes a restitution plan, if appropriate;
- connection with relevant financial assistance services.

VI. Effectiveness – Providers of A&D 81 Services funded through this Agreement must use appropriate treatment techniques and be able to document the effectiveness of its A&D 81 Services using measurable criteria. Specifically, Providers of A&D 81 Services funded through this Agreement must:

- A. Have a system for measurement of progress and outcomes as stated in treatment objectives on the treatment plan.
- B. Clearly define the process for internal program review and self-correction (e.g., Continuous Quality Improvement Protocols). A program shall develop and implement written policies and procedures that describe program operations. Policies and procedures shall include a quality assurance plan for ensuring that clients receive appropriate treatment services and that the program is in compliance with relevant administrative rules and other reporting requirements.
- C. If two or more staff provide services, the program shall have and implement the following written personnel policies and procedures, which are applicable to program staff and interns/students:
  - a) rules of conduct and standards for ethical practices of treatment program practitioners;

- b) Standards for use and abuse of alcohol and other drugs with procedures for managing incidents of use and abuse that, at a minimum, comply with Drug Free Workplace Standards; and
  - c) Compliance with the federal and state personnel regulations including the Civil rights Act of 1964 as amended in 1972, Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act, Oregon civil rights laws related to employment practices, and any subsequent amendments effective on or before the effective date of these rules. The program shall give individualized consideration to all applicants who, with or without reasonable accommodation, can perform the essential functions of the job position.
- D. Submit all required data collection tools according to Department's information management system protocol. (see Exhibit A & D 81-3)
- E. Implement a written treatment approach that is defined and supported in current literature and research to the satisfaction of Department.
- VII. Efficiency – Providers of A&D 81 Services funded through this Agreement must provide the Services in the least restrictive setting and in the most cost-effective manner based on the individual's needs, resources, and strengths as determined by the problem gambling assessment.
- VIII. Client Protections and Rights – Providers of A&D 81 Services funded through this Agreement must:
- A. Maintain the confidentiality of all records of individuals receiving A&D 81 Services funded through this Agreement in accordance with ORS 179.505.
  - B. Develop and implement policies and procedures to safeguard and protect the case record of individuals receiving A&D 81 Services funded through this Agreement against loss, tampering, or unauthorized disclosure of information. Maintenance of such records must include adequate physical facilities for the storage, processing, and handling of the records. These facilities must include suitably locked, secured rooms for file cabinets.



- C. Retain the records of individuals receiving A&D 81 Services funded through this Agreement for a minimum of seven years.
- D. The client shall have the right of access to records. Access includes the right to obtain a copy of the record within five days of requesting it and making payment for the cost of duplication. The client shall have the right of access to the client's own records except:
  - a) When the clinical supervisor determines that disclosure of records would be detrimental to the client's treatment; or
  - b) If confidential information has been provided to the program on the basis that the information not be re-disclosed.
- E. Require each individual receiving A&D 81 Services funded through this Agreement to sign a consent to treatment statement which includes conditions under which confidentiality can (or must) be broken.
- F. Document, and inform each individual receiving A&D 81 Services funded through this Agreement of the individual's rights and responsibilities in treatment. Each client shall be assured the same civil and human rights as other persons. Each program shall develop and implement and inform clients of written policies and procedures which protect clients' rights including:
  - a) Protecting client privacy and dignity;
  - b) Prohibiting physical punishment or physical abuse;
  - c) Protecting clients from sexual abuse or sexual contact and
  - d) Providing adequate treatment or care.
- G. Documentation must include a formal grievance procedure with provision for appeals. The program shall develop, implement, and fully inform clients of policies and procedures regarding grievances that provide for:
  - a) Receipt of written grievances from clients or persons acting on their behalf;
  - b) Investigation of the facts supporting or disproving the written grievance;
  - c) Initiating action on substantiated grievances within five working days;

- d) Documentation in the client's record of the receipt, investigation, and any action taken regarding the written grievance.
- H. The client shall have the right to refuse service, including any specific procedure. If consequences may result from refusing the service, those consequences must be explained verbally and in writing to the client.

### **Exhibit A&D 81-3**

#### **INTRODUCTION:**

In order to efficiently implement the disbursement of financial assistance it is necessary for all Providers of A&D 81 Services funded through this Agreement to submit individual-level service delivery activity (encounter data) each month.

#### **OVERVIEW:**

The encounter data collection process is intended to create as minimal a burden on Providers as possible, while creating a sound documentation trail for necessary fiscal auditing that will occur at least once each year for all Providers. The system is designed to provide optimal flexibility for Providers to facilitate minimum changes to local procedures. A standardized electronic transfer of detail service data is required monthly for Providers that currently have automated accounting and billing systems in place. Providers currently utilizing the electronic National Standard Format (NSF) may continue to use that format. All Providers will be required to comply with Department procedures for eventual HIPAA compliance.

Department or its designee shall generate a simple encounter data reporting form, to be completed and transmitted by facsimile, for use by small Providers that do not have automated accounting systems in place. Completed reporting forms must be transmitted monthly to Department or its designee for data entry.

Client eligibility data will be required to be on file with Department, or its designee, prior to the authorization of reimbursement for encounter claims. This eligibility data will consist of the current enrollment forms as promulgated in the gambling program evaluation data collection protocol.

#### **Required Encounter Data:**

The following fields must be collected, with respect to each individual receiving A&D 81 Services funded through this Agreement, for the financial assistance disbursement system:

*Individual Identification Code:* Local code utilized to identify individuals for the Provider evaluation effort.

*Individual's Date of Birth:* This field will be utilized for individual identity verification in the event of incorrect or duplicate individual identification codes. Data to be provided in MMDDYYYY format.

*Individual's Gender:* This field will also be utilized for individual identity verification in the event of incorrect individual identification codes. Field to be filled with uppercase M for males or uppercase F for females.

*Date of Service:* Date the service that was provided in American format - MMDDYYYY.

*Type of Service Session:* Appropriate HIPAA compliant codes for eligible services must be used.

*Hours:* Service hours will be reported in a manner that is consistent with current Department standards.

*Counselor/Therapist:* The identification of the counselor, or therapist, conducting the session. This must be a discrete identification that can be utilized during audits to enable verification of services performed from the clinical charting. NOTE: For manual reporting, the counselor may put his, or her, name on the top of the form. For electronically transferred data files this field must be completed for each line item. For those submitting electronically with the NSF, the treating professional identification must be included in the appropriate field.

*Provider Identification:* Each manual form must have the Provider identification at the top. Provider identification must be consistent with that currently in use for the evaluation. Each manual form must include a contact person and phone number. Manual data collections form masters will be provided by Department or its designee upon request. Each electronically transferred data file must have a header record with the Provider and contact identification as consistent with the NSF protocol.

*Reporting Period:* Each manual form must have the start and end dates of the reporting period in American format: MMDDYYYY. For electronically transferred data, each file will have this same data in the header line.

### Electronic Reporting:

Electronically transmitted data files must be sent via email to [datacenter@herblou.com](mailto:datacenter@herblou.com) until notified otherwise by Department.

All electronic data files must be compressed with a common compression software such as WinZip © (preferred) and encrypted with a password for data not containing individual identification information such as name, phone number, address, or social security information for example. The transmitting Provider must transmit the password to Department or its designee before transmitting data. The password must not be included in the same message text with the attached data. Data transmitted that is HIPAA compliant and contains individual identifying information such as name, phone number, ssn, etc. must be encrypted using encryption software that meets HIPAA standards. Currently this software is PGP. Shared encryption keys must be transmitted electronically in communications that are separate from the data being submitted.

The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. May 2008) and the words “Gambling Encounter Data.”

### Operational Reporting Schedule:

Encounter data for the previous month must be in the office of Department or its designee no later than 4 p.m. on the 30<sup>th</sup> day after the period being reported (e.g., July 2007 encounter data is due on August 30, 2007). Data received after that date will be included in the following month's report.

Department or its designee will assemble data and prepare a summary report to be submitted to Department by the 15<sup>th</sup> of each month. Individual treatment Provider summary reports of the information submitted to Department or its designee will be distributed to the respective Providers and County by Department or its designee. Providers and County are expected to verify that the amount reported to Department or its designee is the same as that reported back to them each month. Department or its designee will work with Providers and County to resolve any discrepancies identified by Providers or County within 30 days from notification. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month.

Disbursements and adjustments to disbursements will be accomplished in a manner prescribed in other parts of this Service Description. A summary review of the encounter data-reporting schedule and reconciliation schedule follows:

- Encounter data collected beginning July 1, 2007 with period of measurement equivalent to one calendar month.
- Encounter data due in Department's or designee's office 30 days following close of reporting period.
- Summary report distributed back to Providers and County by the 15<sup>th</sup> of each month (45 days post closing of reporting period).
- Providers and County have 30 days from notification to submit discrepancy claim (75 days post closing of reporting period).
- Reconciliation will occur 90 days after of the closing of each semiannual utilization period. This will require that Providers have submitted all corrections to Department or its designee for the utilization period. These periods are July 1 through December 31 and January 1 through June 30 each fiscal year. Provider encounter accounts will be closed 120 days following the end of each utilization review period and projected allocations adjusted accordingly.