

**KANSAS PROBLEM GAMBLING PROVIDER
VALUEOPTIONS OF KANSAS
AGREEMENT / PROVIDER GUIDE**



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(Last updated 2/10/2011)

INTRODUCTION: This Agreement/Provider Guide (hereinafter referred to as “Agreement”) describes requirements that must be met by agencies and individual providers who wish to provide problem gambling treatment services. Providers must meet the requirements contained in this Agreement in order to receive funds for services provided under contract or agreement with ValueOptions (VO) Kansas. This Agreement incorporates by reference the standard ValueOptions Provider Guide which may be found on the ValueOptions website at <http://valueoptions.com/kansas>

SRS has contracted with ValueOptions of Kansas, Inc. (hereinafter referred to as “ValueOptions”) to administer funds for Problem Gambling services. This Agreement incorporates SRS requirements for the use of such funds.

This document contains all requirements imposed on the Provider by ValueOptions, whether by statute, regulation or within the Agreement itself and are referred to as the Terms and Conditions. The terms of the Agreement may include both standard and special provisions that are considered necessary to attain the objectives of the Agreement, facilitate post-award administration of the funds, conserve funds or otherwise protect ValueOptions and SRS interests.

In consideration of the mutual promises, covenants, and agreements contained herein, the parties agree that Provider shall furnish and deliver all the supplies, and perform all the services as set forth in this Agreement, for the consideration stated therein. The rights and obligations of the Parties to this Agreement shall be subject to and governed by this Agreement and other documents or specifications attached hereto or referenced herein.

This Agreement supersedes any and all prior agreements of the parties relative to the delivery of Problem Gambling services, whether written or oral, concerning the subject matter hereof.

This Agreement shall not be varied in its terms or conditions by any oral agreement or representation, or otherwise than by an instrument in writing of even or subsequent date thereto, properly executed by both Provider and ValueOptions.

SECTION I SPECIFIC TERMS AND CONDITIONS

Definitions

As used throughout this Agreement, the following words and terms are used as defined in this section unless (a) the context in which they are used clearly requires a different meaning or (b) a different definition is prescribed for a particular part or portion of a part.

“Abuse” is defined as provider practices that are inconsistent with sound fiscal, business or medical practices, and result in an unnecessary cost to Health programs, or in reimbursement for services that are not medically necessary or fail to meet professionally recognized standards for health care. It also includes unnecessary costs to the Health program.

“Fraud” is defined as an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state laws.

“Credentialed provider” shall mean a provider that has been credentialed by ValueOptions of Kansas to provide Problem Gambling services.

“May” denotes the permissive.

“Provider” shall mean an institution, facility, program, agency, group or individual practitioner who has agreed to a written arrangement of cooperation with ValueOptions as an independent contractor to provide Problem Gambling Services to Members. All locations/programs meeting ValueOptions’ credentialing requirement and falling under the same tax identification number will be considered a part of the ValueOptions Network. Provider is not an agent of ValueOptions, and shall not hold itself out as an agent of ValueOptions.

“Self refer” shall mean a referral to a program without a prior assessment/treatment recommendation.

“Shall” denotes the imperative.

“SRS” shall mean The Kansas Department of Social and Rehabilitation Services, and its employees, agents and representatives.

“ValueOptions” refers to ValueOptions of Kansas, Inc., the Managed Care Organization contracted by SRS to oversee Kansas Problem Gambling funded services.

Please refer to SRS for additional definitions regarding the Kansas Problem Gambling and Other Addictions regulations.

SECTION II SCOPE OF WORK

Provider, as an independent contractor and not as an agent of ValueOptions or SRS, shall, in conformance with the Terms and Conditions set forth herein, provide the necessary personnel and material and do, all things necessary and/or incidental to the furnishing and delivery to ValueOptions of the supplies or services set forth below, all in accordance with the specifications and other requirements applicable to and referenced therein.

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All providers who receive reimbursement for Problem Gambling services from ValueOptions agree to be bound by the requirements contained in this Agreement. ValueOptions reserves the right to update and modify this Agreement at any time. Updates and/or modifications will be mailed to all eligible providers at the address known to ValueOptions at the time of the modification. It is the provider’s responsibility to notify ValueOptions of any address changes. Modifications will be deemed to have been received by the provider three (3) working days from the date on which the notice was mailed.

This Agreement, and all subsequent updates, may be obtained via the ValueOptions of Kansas website at: <http://www.valueoptions.com/Kansas>.

1. **Accessibility:** Providers of problem gambling treatment services shall:
 - A. Deliver treatment at a physical location that conforms to the requirements of the Americans with Disabilities Act (ADA), to the extent reasonably practical.
 - B. The hours of operation and service availability shall reflect the needs of the clients served.
 - a. A client with emergency needs shall have immediate access to a clinician who can assess and triage by telephone within thirty (30) minutes; and face to face within eight (8) hours.
 - b. A client with urgent needs shall be seen within twenty-four (24) hours.
 - c. Individuals not yet enrolled into service and requesting an appointment should be seen within twenty-four (24) hours, to the extent reasonably practical.
 - d. Make treatment available during both daytime and evening hours, to the extent reasonably practical.
 - C. Develop and implement a policy of delivering treatment in a non-discriminatory and culturally sensitive manner. 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 are 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, acknowledge cultural and other values which are important to the client including supporting the use of traditional healers and traditional healing methods, when advocated by the client and appropriate.
 - D. No person should 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 provider should 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 provider should document the reasons for refusal and subsequent referrals within seven days following the refusal decision.

- E. In the treatment of clients under the age of eighteen, the service plan must conform to the Kansas Code for Care of Children (K.S.A. 38-1538 to 38-1540), documenting, as necessary, the involvement of the family, and if applicable, others involved in the under-aged client's care.

2. Provider Qualifications:

Pursuant to SRS and ValueOptions requirements, **all ValueOptions® Kansas providers must offer evidence that any diagnosis is made by an independently licensed behavioral health professional.**

Problem gambling services, for which SRS reimbursement is sought, must be provided by individuals who meet the following provider qualifications and certification requirements:

- A. Shall be working for a Department of Social and Rehabilitation Services (SRS)-licensed or SRS-certified alcohol and drug treatment program, or
- B. Shall be working for an SRS-licensed community mental health center, or
- C. Shall be licensed by the Behavioral Sciences Regulatory Board (BSRB) at the clinical level, or
- D. Shall be licensed by the state of Kansas to practice medicine or surgery, or both, or
- E. Shall be licensed by Kansas state board of nursing as an advanced registered nurse practitioner in the category of clinical nurse specialist.

3. Certification Requirements:

- A. Kansas Certified Gambling Counselor Level I (KCGC I)

Individuals seeking the KCGC I must hold a current certification as a National Certified Gambling Counselor **OR** meet all of the following conditions:

- 1. a. Master's or Doctorate Degree in a related field from an accredited college or university, **OR**
 - b. Hold a Bachelor's Degree and credentialed as an SRS/Addiction and Prevention Services (AAPS) alcohol and drug counselor (after August 1, 2011, licensed as a BSRB addiction counselor), and

2. Complete a designated gambling specific training program approved by SRS/AAPS, and
3. Receive a passing score on a designated problem gambling counselor exam approved by SRS/AAPS, and
4. Complete 24 hours of supervision in problem gambling counseling. Supervision shall be obtained over a *minimum* of a 12 month period (with no more than 4 hours of supervision each month) to a *maximum* of a 3 year period. The supervision must be documented and include evidence of an assessment and evaluation of the counselor's KCGC professional competencies. The supervision must be from a:
 - a. Kansas Certified Gambling Counselor Level II (KCGC II), or
 - b. National Board Approved Clinical Consultant (BACC), or
 - c. National Certified Gambling Counselor II (NCGC II), or
 - d. SRS approved KCGC Level I, or NCGC I, or
 - e. SRS approved individual practicing in another state as a problem gambling counselor with equivalent experience and education as either a KCGC II or BACC.

B. Provisional Kansas Certified Gambling Counselor Level I (P-KCGC I)

Individuals meeting the educational requirements of a KCGC I, as specified under conditions 1 and 2 of the KCGC I requirements, may apply for a P-KCGC I certificate. Provisional certificate is a temporary certificate that allows an individual to provide problem gambling treatment services. P-KCGC I status may be held a maximum of three (3) years. To apply for a P-KCGC I certificate, an individual must meet the following conditions:

1. Submission of a P-KCGC I application, including signing an agreement to abide by the P-KCGC I practice ethics, and
2. Submission of a written plan including applicable dates to take and pass a designated problem gambling counselor exam approved by SRS/AAPS, not to exceed 365 days from completion of the SRS designated gambling specific training program, and
3. Submission of a written supervisory plan describing how the P-KCGC I will obtain clinical supervision for services provided to problem gamblers and their concerned others. The plan will show how the P-KCGC I will

complete 24 hours of supervision in problem gambling counseling, including a timeline and methodology to assess and document the counselor's P-KCGC competencies and any additional training needs. The supervision shall be obtained over a *minimum* of a 12 month period (with no more than 4 hours of supervision each month) to a *maximum* of a 3 year period. The supervision must be documented and include evidence of an assessment and evaluation of the counselor's KCGC professional competencies. The supervision must be completed and documented by a:

- a. Kansas Certified Gambling Counselor Level II (KCGC II), or
- b. National Board Approved Clinical Consultant (BACC), or
- c. National Certified Gambling Counselor II (NCGC II), or
- d. SRS approved KCGC Level I, or NCGC I, or
- e. SRS approved individual practicing in another state as a problem gambling counselor with equivalent experience and education as either a KCGC II or BACC.

C. Kansas Certified Gambling Counselor Level II (KCGC II)

Individuals seeking the KCGC II must hold a current certification as a National Certified Gambling Counselor II **OR** meet all of the following conditions:

1. Be certified or qualify to be certified as a KCGC I, and
2. Be an independently licensed clinician in Kansas to diagnose using the latest edition of the Diagnostic and Statistical Manual of Mental Disorders, according to the Kansas BSRB, and
3. Complete 50 hours of supervision in problem gambling counseling.¹ Supervision shall be obtained over a *minimum* of a 24 month period (with no more than 4 hours of supervision each month). The supervision must be documented and include evidence of an assessment and evaluation of the counselor's professional competencies. The supervision must be from a:

¹ Until January 1, 2012, these 50 hours of supervision may be substituted with documentation of 50 hours of prior problem gambling clinical experience.

- a. National Board Approved Clinical Consultant (BACC), or
- b. National Certified Gambling Counselor Level II, or
- c. SRS approved Kansas Certified Gambling Counselor Level II (KCGC II).

D. Reciprocity Requirements for Kansas Problem Gambling Counselor Certifications

An individual who is currently practicing or has practiced as a problem gambling counselor and is licensed, certified, or credentialed by another state, territory, or country may qualify for KCGC certification if the individual's certification meets or exceeds the requirements as determined by SRS.

Scope of Practice for Kansas Certified Gambling Counselors

The following list describes the behavioral health tasks for which the gambling counselor is certified:

1. Intake
2. With the appropriate clinical licensure or clinical oversight, diagnosing Pathological Gambling through assessment and evaluation
3. Treatment planning
4. Facilitating logistics of treatment for individuals, family, significant others and group counseling
5. Perform continuous client evaluation
6. Referrals
7. Crisis Intervention²
8. Case management
9. Client follow-up contact
10. Seek and use collateral support (employer, friends, etc.)
11. Record keeping and reports
12. Coordination of treatment plan
13. Outreach, education, training and prevention
14. Case consultation
15. Evaluation of treatment outcomes, identification of treatment gaps and overlaps

² Does not include formal interventions facilitated by a trained Kansas Interventionist for Problem Gambling (KIPG).

16. Program development, evaluation and consultation
17. Identification and coordination of community resources

Kansas Interventionist for Problem Gambling (KIPG)

In order to bill for formal problem gambling interventions, individuals must hold a current certification as a P-KCGC I, KCGC I, KCGC II, NCGC I or NCGC II and complete a designated gambling specific interventionist training program approved by SRS/AAPS.

4. Clinical Supervision: Problem gambling treatment providers who are not trained to diagnose or treat mental illness other than substance use disorders and gambling disorders, as determined by the scope of practice provided by their professional license, are required to make provisions for clinical supervision or consultation by a clinical supervisor licensed by one of the following State of Kansas bodies; (a) Board of Medical Examiners; (b) Board of Psychologist Examiners; (c) Board of Clinical Social Workers; (d) Board of Licensed Counselors and Therapists; or (e) Board of Nursing.

Providers shall refer clients to other professionals for treatment if the client'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.

5. Client Eligibility: To be eligible for services paid from VO, clients must meet the following criteria:

- A. Be a resident of the state of Kansas; and
- B. Meet the clinical criteria for **pathological gambling** as defined by satisfying a minimum of five (5) of the criteria for Pathological Gambling contained in the Diagnostic and Statistical Manual-IV TR (DSM-IV TR); or
- C. Meet the clinical criteria for **problem gambling** as defined by satisfying three (3) to four (4) of the criteria for Pathological Gambling contained in the Diagnostic and Statistical Manual-IV TR (DSM-IV TR); or
- D. Meet the criteria for "**concerned other**" by answering "yes" to a minimum of six (6) of the GamAnon Twenty Questions, whether or not the problem or pathological gambler presents for treatment.
- E. Initial eligibility is determined by the provider by use of the above instruments. Value Options will require that services which exceed 12 therapy sessions or which are provided for longer than a six (6) month period be reserved for only those

individuals whose primary diagnosis is Pathological Gambling or Relational Problems secondary to being in a relationship with a pathological gambler and be authorized via a continuing stay review initiated by ValueOptions. Pre-discharge planning must be evident for authorization of services beyond a continuing stay review.

F. Clients who have received no treatment services in the preceding 60 days must be discharged from the program.

6. Fee Schedule: SRS and ValueOptions are the payers of last resort for problem gambling treatment. If, after an initial financial assessment is completed, the provider determines that a client is able to pay for services from sources other than ValueOptions (Medicaid, private insurance, etc.), those sources shall be utilized. No client shall be refused services based solely on inability to pay a fee as long as Problem Gambling and Addictions Grant Fund (PGAF) funding is available. At intake, providers must inform clients of the requirement that they may not be refused services based solely on inability to pay.

Fee Schedule

Kansas Problem Gambling

NOTE: Fee Schedule Reimbursement is based on program licensure

<u>Procedure Code</u>	<u>Service Description</u>	<u>Rate</u>
H0015	Intensive Outpatient Program IOP: Problem gambling services, intensive outpatient, counseling, crisis intervention and activity therapies education	\$139.00 per day
H0004	Outpatient Individual Counseling	\$23.00 per 15 minute unit
H0005	Outpatient Group Counseling	\$9.00 per 15 minute unit
H0001	Assessment	\$115.00 per assessment
H0006	Problem Gambling Case Management	\$11.00 per 15 minute unit
H0007	Crisis Intervention	\$34.00 per 15 minute unit
H0004 HR	Family/Couple Therapy - Client Present	\$23.00 per 15 minute unit
H0004 HS	Family/Couple Therapy - Client Not Present	\$28.00 per 15 minute unit
A0160	Support Services (Interpreter and Transportation Services)	\$32.00 per hour

Medicaid Pathological Gambling Code

Medicaid Problem Gambling providers ONLY may use the Medicaid Pathological Gambling diagnosis code of 312.31. The above service codes and fees will be applicable to this code.

7. Accountability and Client Records: Providers shall deliver the services in accordance with the following standards:

A. Guidelines for treatment services – Providers shall provide a variety of diagnostic and treatment service alternatives to each individual receiving problem gambling treatment. Treatment plans shall be designed to meet the particular individual’s needs and resources as identified in the comprehensive assessment. Providers shall offer, at minimum, the following types of problem gambling treatment services:

1. Assessment: The assessment involves a face-to-face interview with the individual completed within the 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 shall 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 and potential to harm others must be assessed and clinical records must contain follow-up actions and/or referrals when a client reports symptoms indicating risk of harm to self or others.

2. Orientation: The provider shall give to the client, document receipt by the client, and make available to others, written program orientation information which includes:

The program or provider’s philosophical approach to treatment;

- a. A description of treatment services;
- b. Information on client’s rights and responsibilities, including confidentiality, while receiving services and following discharge.
- c. 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 substance use and gambling while in treatment, absences from appointments and failure to participate in the planned treatment activities; and
- d. Information on emergency services.

3. Individual, Family, and Group Treatment – Treatment sessions must address the problems of the individual(s) as they relate, directly or indirectly, to the problem gambling behavior.

- a. Crisis Intervention - Providers shall accommodate after-hour crisis intervention as necessary. This may be accomplished through agreement with other crisis services or on-call staff.
 - b. Family and Couples Counseling – To the extent reasonably practical, providers should make efforts to accommodate the therapeutic needs of family members, partners, and concerned others of problem gamblers. This may be accomplished, in part, by forming working relationship with other problem gambling counselors and referring to colleagues the partner and/or family members of a problem gambler when either such requests are made or it is in the best interest of the gambler and family member(s) to work with different counselors.
 - c. Discharge Planning – A discharge plan shall be developed by the provider in collaboration with the individual and placed in the individual’s file. The discharge plan shall be initiated early in treatment and finalized prior to discharge. 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 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) - Providers shall have the capacity to coordinate services and make appropriate referrals to other formal and informal service systems, such as: substance abuse, mental health, Gamblers Anonymous, Gam-Anon, financial consultants, legal advice, medical, crisis management, cultural issues, housing, vocational, etc. The referral and follow-up action shall be documented in the client’s file.

ValueOptions and SRS support the following evidence based practices: cognitive behavioral therapy, motivational interviewing, motivational enhancement therapy with the stages of change, integrated multimodal treatment, and contingency management. Case management, family involvement, involvement in community based peer recovery groups, and financial counseling are strongly encouraged.

Recommended Treatment Curriculum: It is strongly recommended that providers utilize and adhere to the 12-session treatment curriculum developed by Robert Ladouceur and Stella Lachance, as described in the therapist guide, “Overcoming Pathological Gambling: Therapist Guide”. The client workbook, “Overcoming Your Pathological Gambling,” by Robert Ladouceur and Stella Lachance is the companion workbook. This treatment curriculum is from the series *Treatments That Work*. To be

included in this series, each treatment curriculum must pass the highest standards of evidence available, as determined by a scientific advisory board. This particular curriculum presents a cognitive-behavioral treatment for pathological gambling. ValueOptions will provide each credentialed problem gambling facility/provider **one** copy of this therapist guide and companion workbook. Additional free workbook worksheets may be downloaded at www.oup.com/us/ttw

B. Documentation of treatment services - All clients for whom reimbursement is sought must have an individual clinical record. The provider shall maintain records that facilitate assessment of client need, service planning, documentation of services provided to implement the service plan, and when appropriate, discharge planning. The record must be dated, be legible and contain the following:

1. The intake and assessment forms entitled, "Kansas Problem Gambling Treatment Intake and Assessment Form" or "Kansas Problem Gambling Concerned Other Treatment Intake and Assessment Form." All data elements on these forms must be completed within 2 business days from intake and faxed to ValueOptions at **855.205.8205** in order to receive payment from ValueOptions.

Please note: The Concurrent Review is due prior to the end of the current authorization period and should also be faxed to ValueOptions at **855.205.8205**.

2. Identifying demographic information for the client including elements on the intake and assessment form, as well as: address, telephone number, and emergency contact.

3. 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)

4. Treatment plan: An individualized treatment plan shall be developed in accordance with general professional standards for either substance abuse or mental health outpatient services. The treatment plan shall be completed within 30 days of intake or the third session following the commencement of treatment. The treatment plan shall:

- 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 client agrees to as the foundation for 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 family members and concerned others was strongly encouraged, and
- g. reflect the theoretical treatment approach used by the program in clinical sessions.
- h. The treatment plan shall be reviewed and modified continuously, as clinically appropriate, and documentation of a treatment plan review shall be no less frequent than once every 90 days.
- i. The client's signature and date will signify participation in the development and review of the plan. The treatment plan shall also be signed and dated by the clinician.

The individual's progress and current status in meeting the goals set in the treatment plan shall be documented within 72 hours of all clinical contacts. All progress notes shall 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, noting their credentials.

The following additional information shall be documented in the client file:

- Documentation that the individual has been informed of client rights and responsibilities, including the Health Insurance Portability and Accountability Act (HIPAA) privacy rule and other confidentiality protections and exceptions;
- Results of all examinations, tests, intake, and assessment information;
- Reports from referring sources, if applicable;
- 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.

The "Problem Gambler or Concerned Other Discharge Form" shall be completed within 5 business days of discharge, and faxed to ValueOptions at **855.205.8205**.

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

Clients not provided services for 30 continuous days should be notified by letter of their case file closure, invited back to treatment if appropriate, and a treatment summary should be completed within 60 days of last service.

5. Financial Assessment – Providers of problem gambling treatment should implement a structured process for addressing the client's financial circumstances and needs of the individual. Treatment strategies should be developed to address the individual's financial circumstances and needs that may include, but are not limited to:

- developing a financial management plan with the client that includes a restitution plan, if appropriate;
- connection with relevant financial assistance services;
- developing a plan with the client to cope and manage loan/debt collection, if appropriate.

C. Effectiveness – Providers should use appropriate treatment techniques and be able to document the effectiveness of treatment using measurable criteria, including:

1. Have a system for measuring progress and outcomes as stated in treatment objectives on the treatment plan.
2. 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.
3. 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 and problem gambling behavior that offer procedures for managing incidents of use and abuse that, at a minimum, sustain the credibility and integrity of the profession; and
 - c. Compliance with regulations related to employment practices.

D. Efficiency – Providers shall provide 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.

E. Client Protections and Rights – Providers shall:

1. Maintain the confidentiality of all client records in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable laws and regulations.

The program shall have in effect a system to protect member records from inappropriate disclosure, and the system must include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that Provider receives from ValueOptions or SRS or that Provider creates or receives on behalf of ValueOptions or SRS. The terms "Protected Health Information" and "PHI" apply to the original data and to any data derived or extracted from the original data that has not been identified. This includes all forms of communication including email and fax.

During the term of this Agreement, the parties shall take such actions and revise this Agreement as necessary or advisable to comply fully with all laws, rules and regulations applicable to the performance and discharge of such services, including without limitation to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and the rules and regulations promulgated there under, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations").

It is understood that in the performance of its duties, ValueOptions will obtain information about Provider's members, and that such information may include financial data, member information, including Protected Health Information ("PHI") (that is subject to protection and defined under HIPAA). ValueOptions agrees to maintain in strict confidence, as required by law, all information and data relating to Provider's member.

2. Develop and implement policies and procedures to safeguard and protect the case record of individuals against loss, tampering, or unauthorized disclosure of information. Maintenance of such records shall include adequate physical facilities for the storage, processing, and handling of the records. These facilities shall include suitably locked, secured rooms for file cabinets.
3. Develop and implement policies regarding retention of records.
4. Develop and implement policies regarding client's right of access to records.
5. Require each individual to sign consent to treatment statements which includes conditions under which confidentiality can (or must) be broken.

6. Document, and inform each individual 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 or private-practice provider 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.

7. Documentation must include a **formal grievance procedure** with provision for appeals. The program or private practice provider 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.

8. 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.

8. Program and Fiscal Audits: Providers under contract with ValueOptions shall receive, at a minimum, an annual audit to assess compliance with the requirements found in this Agreement. In order to verify units billed and compliance with the clinical record requirements, representatives of ValueOptions or SRS may examine written documents, interview staff, observe provider operations and examine client records. All client information obtained during the audit will remain confidential.

A. All client files must be available at the time of audit.

B. The fiscal audit will determine whether units billed for problem gambling services are reflected by appropriate entry to the client files and are in compliance with the requirements herein. Units for which payment has been made, but are improperly documented, will require repayment of funds by the provider to VO.

C. Program audits will determine compliance with the requirements herein.

D. Audit reports will be sent to the provider within 45 days of the audit. This report will document areas of strengths and weaknesses in meeting the above requirements. The report will indicate whether the provider has achieved or maintained substantial compliance with the required documentation.

E. If program audit findings determine the provider's clinical records are less than 85% compliant with the requirements herein, the provider may be required to submit a Corrective Action Plan (CAP) and request a follow up audit within 90 days of receipt of the original audit report.

9. Reporting Requirements: All contract providers are required to submit intake/assessment and discharge forms to ValueOptions by faxing them to **855.205.8205**.

10. Financial Requirements: By acceptance of this Agreement, Provider declares and tracks that no costs or expenditures which have been funded by other federal or state Grant funds have been duplicated or otherwise included as part of the funding request in this Agreement.

A. In the event Provider shall provide any services either not covered by this Agreement, not in accordance with the terms and conditions of this Agreement, or to ineligible Members, ValueOptions shall not pay for or be liable for said services. Provider shall be financially liable for such services.

B. Provider shall bill other health insurance/payor sources. If Provider receives payment from another insurance source for services billed to ValueOptions, Provider shall notify ValueOptions and the monthly billing shall be credited.

C. ValueOptions reserves the right to reduce the contracted payment amount if Provider does not meet the minimum performance standards and deliverables specified in this agreement; provided, however, that before any reduction in the contracted payment amount, ValueOptions shall have given Provider thirty (30) days notice of the performance deficiencies and an opportunity to cure such deficiencies. In the event the parties disagree about the acceptability of Provider's performance, either party may terminate this Addendum pursuant to the criteria for such herein.

11. Client Satisfaction Survey: ValueOptions is making every effort to continuously improve the treatment program for problem gamblers and concerned others. In order to assure improvements and assess whether or not treatment is

effective, we believe that feedback from clients is not only desirable, but essential. To facilitate this feedback, all clients must be given a Client Satisfaction Survey at intake and follow-up efforts must be made based on the survey results. If the client participates in the Client Satisfaction Survey, please either mail or fax the completed form to:

ValueOptions
Problem Gambling Client Satisfaction Survey
100 SE 9th Street, Suite 501
Topeka, KS 66612
FAX: 785-338-9020

If the client refuses to grant consent, note this on the form and place the form in the client record.

12. Data Collection: All ValueOptions forms are contained on the ValueOptions of Kansas website. You may download a copy of the latest Agreement, or intake forms from the ValueOptions web site at <http://valueoptions.com/kansas>

The following forms are available:

- A. Kansas Problem Gambling Treatment Intake And Assessment Form
- B. Kansas Problem Gambling Concerned Other Treatment Intake and Assessment Form
- C. Kansas Problem Gambling Discharge Form
- D. Kansas Problem Gambling Concerned Other Discharge Form
- E. Kansas Problem Gambling Concurrent Review Form
- F. Client Satisfaction Survey Consent Form

Please Note: The client intake and discharge forms contain a minimal data set. Once SRS and ValueOptions have a fully integrated data system, additional data will be added. Until that time, please keep a list of ideas you have to improve the forms/data collected.

13. Adverse Incident Reporting: Providers are required to report adverse incidents to ValueOptions within 24 hours of the incident per the policy posted on the ValueOptions of Kansas website at <http://www.valueoptions.com/kansas>.

14. Client Appeals Process: If the client is not eligible for services based on the assessment, they may appeal the denial per the instructions posted on the ValueOptions of Kansas website at <http://www.valueoptions.com/kansas>

15. Changes and Modifications:

A. This Agreement shall be modified only by the written agreement of the parties with the approval of ValueOptions. No alteration or variation of the terms and

conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

B. Continuation of the Problem Gambling program is subject to continuing funding by SRS of the ValueOptions contract and the continuation of ValueOptions as the agent for SRS.

C. The State of Kansas' current financial situation does not make it possible for SRS to make firm, unalterable financial commitments. In the event SRS is subject to a formal reduction or allotment of its funds and reduces its contracted payments to ValueOptions, ValueOptions will send a written notice of such alterations or adjustments to Provider to become effective 15 days following the date of such written notice. Should Provider believe there is a need to modify other terms or conditions of this agreement pursuant to such alterations or adjustments, ValueOptions will negotiate with Provider in good faith regarding the terms of this Agreement.

16. Termination

A. Performance: Provider shall perform each and every requirement and condition set forth in the Agreement. Failure to perform the requirements and conditions set forth in the Agreement shall be considered a material breach of this Agreement.

B. This Agreement may be terminated immediately by ValueOptions for cause. Cause for immediate termination is limited to the following: Provider's failure to perform the requirements and conditions set forth in this Agreement; Provider's material breach of the terms and conditions of this Agreement; the willful breach, habitual neglect, or other continued failure of Provider to abide by any law, rule procedure, or policy for which Provider has received notice from either ValueOptions, or SRS; or the State of Kansas. In the event that ValueOptions terminates this Agreement for cause, Provider will be provided written notice of the reasons therefore.

C. If sufficient funds are not appropriated to continue the function performed in this addendum and for the payment of the charges hereunder, ValueOptions may terminate this Agreement at the end of its current fiscal year. ValueOptions agrees to give written notice of termination to Provider at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Agreement, except that such notice shall not be required prior

to ninety (90) days before the end of such fiscal year. ValueOptions will pay to Provider, all regular payments incurred through the end of such fiscal year, plus charges incidental to the return of any such equipment. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the agency or Provider.

D. ValueOptions may terminate performance of work under this Agreement in whole or in part whenever, for any reason, ValueOptions, in conjunction with SRS, shall determine that the termination is in the best interest of the State of Kansas. In the event that ValueOptions elects to terminate this Agreement pursuant to this provision, Provider will be provided written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. Provider shall continue to perform any part of the work that may have not been terminated by the notice.

E. If this Agreement is terminated, ValueOptions, in addition to any other rights provided for in this Agreement, may require Provider to transfer title and deliver to ValueOptions, in the manner and to the extent directed, any completed materials. ValueOptions and SRS shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

Subject to proof of market price, the measure of damages for non-delivery or repudiation by Provider shall be the difference between the market price at the time when ValueOptions or SRS learned of the breach and the contract price, together with any incidental and consequential damages, less expenses saved in consequence of Provider's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, that Provider's failure was due to causes beyond the control of or negligence of Provider, the termination shall be a termination in the best interest of the State.

In the event of termination, Provider shall receive payment pro-rated for that portion of the Agreement period services were provided to and/or goods were accepted by ValueOptions and SRS subject to any offset by SRS for actual damages including loss of federal matching funds.

The rights and remedies of ValueOptions shall not be exclusive and are in addition to any other rights and remedies provided by law.

17. Nondiscrimination

Provider shall offer equal access to Problem Gambling treatment for all eligible Members regardless of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability, or national origin. The Provider shall further comply with all provisions and applicable conditions of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination and Employment Act of 1967, as amended; the Equal Pay Act of 1963; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990; the Civil Rights Act. Failure to comply with this requirement may result in Agreement termination.

18. Data

ValueOptions warrants that technical data issued to Provider for use in performing professional services under this Agreement shall be current, accurate, complete, and adequate for its intended purpose. Provider shall notify ValueOptions as soon as possible upon discovering any data deficiency.

Provider may have access to private or confidential data maintained by ValueOptions or SRS to the extent necessary to carry out its responsibilities under this Addendum. Provider must comply with all the requirements of the Kansas Open Records Act in providing services under this Agreement. Provider shall accept full responsibility for providing adequate supervision and training to its agents and employees for the purpose of compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Provider must agree to return any or all data furnished by ValueOptions or SRS promptly at the request of ValueOptions or SRS in whatever form it is maintained by Provider. On the termination or expiration of this Agreement, Provider will not use any of such data or any material derived from the data for any purpose and, where so instructed by ValueOptions or SRS, will destroy or render it unreadable.

19. Removal of Provider's Personnel

If ValueOptions deems the work of any of Provider's employees to be substandard or unsatisfactory, ValueOptions will advise Provider in writing stating the reasons for such judgment and allowing reasonable time for correcting the substandard or unsatisfactory performance.

In addition, Provider shall conduct appropriate background checks prior to hire and verify that no employees have been convicted of any Crimes Against Persons, Sex Offenses, Crimes Affecting Family Relationships and Children (Articles 34, 35, and 36 of Chapter 21 of the Kansas Statutes Annotated). If Provider currently employs staff convicted of Crimes Against a Person, Provider shall notify ValueOptions immediately.

20. Peer Assistance

Provider shall have personnel policies and procedures for identifying, addressing, evaluating, and referring counselors for intervention when there is evidence of possible impairment. The procedures must include making available the services of an impaired counselor program to those identified as needing such a program.

21. Legal Matters

- A. Provider agrees to provide permanent information as may be required by ValueOptions and to allow criminal justice agencies to perform background checks and investigations on any of its personnel.
- B. Provider shall give notice to ValueOptions of any administrative, civil, criminal, regulatory, or injunctive relief action within 5 business days of such action. Notice shall consist of jurisdiction of action, caption parties, and a general description of the nature of the action.

22. No Waiver of Conditions

Failure of ValueOptions to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or waiver of any other default of the Provider.

23. Compliance With Laws and Regulations

Provider agrees that it will comply with all federal, state, and local laws and regulations in effect at any time during the course of this Agreement. Provider shall certify to ValueOptions that it will provide a drug-free workplace and as a condition of the Agreement, Provider will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Agreement.

24. Force Majeure

Provider shall not be liable if the failure to perform this Agreement arises out of causes beyond the control of Provider. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by Provider's employees, and freight embargoes.

25. General Relationship

Provider agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Provider shall have no right, power, or authority to create any obligation, expressed or implied, on behalf of ValueOptions or SRS and shall have no authority to represent ValueOptions or SRS as an agent.

26. Governing Law; Consent to Jurisdiction

This Agreement, and any act, agreement, contract or transaction to which they shall apply, or which are contemplated hereby or hereunder, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Kansas and, to the extent applicable, the United States of America.

Any dispute arising out of, or any suit or other proceedings pursuant to or arising out of these Terms and Conditions, or any act, agreement, contract or transaction to which they shall apply or which are contemplated hereby or hereunder, shall be subject to the jurisdiction of a court of competent jurisdiction located in the county of Shawnee, State of Kansas, and Provider shall take any and all necessary or appropriate action to submit to the jurisdiction of such court.

27. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

28. Reviews and Hearings

Provider agrees to advise ValueOptions of all grievances made known to Provider that are not resolved at the facility level and ValueOptions will refer all appeals or fair hearing requests to the State. ValueOptions and SRS has

the discretion to require Provider to participate in any review, appeal, fair hearing or litigation involving issues related to this Agreement.

29. Nondiscrimination and Workplace Safety

Provider agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules and regulations may result in termination of this Agreement.

30. Hold Harmless

Provider shall indemnify ValueOptions against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Agreement.

Neither ValueOptions, the State of Kansas nor SRS shall hold harmless or indemnify any Provider beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et. seq.).

31. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Provider, under this Agreement shall be owned by SRS. Provider may not release any materials without the written approval of ValueOptions and/or SRS as authorized by ValueOptions.

32. Care of State Property

Provider shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Provider's use in connection with the performance of this Agreement, and Provider will reimburse ValueOptions for SRS for such property's loss or damage caused by Provider, normal wear and tear.

33. Criminal Provision

By acceptance of this Agreement, Provider declares that they have not been convicted for any criminal offenses that indicate a lack of integrity or honesty. Crimes indicating a lack of integrity or honesty include but are not limited to the following: any conviction of federal, state or local laws for embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen

property; racketeering; and violation of antitrust laws. Any conviction(s) incident to obtaining or attempting to obtain or performing a public or private contract, subcontract, grant or subgrant; or conviction of any other offense which impacts the performance and/or responsibility of a contractor, subcontractor, Provider or sub-Provider are also considered as offenses which lack integrity and honesty. Provider shall verify that any employees hired for this Agreement are not on any criminal register (i.e., Adult Protective Services Register).

34. Accounting System

Provider's accounting system shall meet generally accepted accounting principles.

35. Maintenance of Cost Records

Provider shall maintain books, records, and other documents in such a manner so as to readily identify them directly with the delivery of services outlined in the Addendum award.

36. Retention of Records and Reports

Unless otherwise specified in this Agreement, Provider shall preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a minimum of six (6) State fiscal years from the date of the expiration or termination of this agreement. Matters involving litigation shall be kept for the minimum of the six (6) year period or for one (1) year following the termination of litigation, including all appeals, whichever is longer. Provider shall notify ValueOptions of any circumstances which impair the integrity or security of such materials during the retention period.

Provider agrees that authorized federal and state representatives, including but not limited to, personnel of ValueOptions or SRS; independent auditors acting on behalf of the State; and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post-contract period. Delivery of and access to the records shall be at no cost to the State. Failure to provide clinical records pursuant to this Addendum may result in recoupment efforts.

37. Publicity Releases

All publicity releases and materials published in connection with the Addendum shall conspicuously acknowledge support of ValueOptions and the Kansas Department of Social and Rehabilitation Services.

38. Entire Agreement

This Addendum constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements, oral or written. It shall not be varied, except by an instrument in writing of subsequent date. All work performed by Provider, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Agreement, shall be deemed to have been work performed, actions taken, or payments made under this Agreement.