

**Professional Services Agreement**

**For Assessment and Treatment Services for Individuals with Problem/Disordered Gambling and Family Members/Significant Others**

Between: Council on Compulsive Gambling of New Jersey, Inc. and \_\_\_\_\_

DMHAS-licensed Agency:

Private practitioner:

Provider Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Provider Phone Number: \_\_\_\_\_

Provider Website: \_\_\_\_\_

Provider Email: \_\_\_\_\_

Provider License Type/Number: \_\_\_\_\_

(Attach documentation)

**1. Check off services approved:**

Intake/Evaluation:

Individual Therapy (30 or 45-50 minutes):

Family/Couples:

Group:

Inpatient:

**2. Who will be responsible for performing the services? Please list the names and credentials of all individuals who will be conducting services under this Agreement. Submit documentation of credentials (e.g., professional licenses).**

a. \_\_\_\_\_

b. \_\_\_\_\_

(Add additional staff, if any)

**3. Where will the services be performed? Specify the exact address.**

\_\_\_\_\_

**4. Hours and days of the week gambling clients can be assessed and/or receive treatment services**

\_\_\_\_\_

**Background:**

1. The Council on Compulsive Gambling of New Jersey, Inc. (CCGNJ) administers an assessment and treatment program for individuals with gambling problems and their families. CCGNJ does this through a grant with the NJ Department of Human Services, Division of Mental Health and Addiction Services (DMHAS), which funds this project. CCGNJ enters into agreements on a fee-for-service basis with individuals and agencies throughout the State of New Jersey and formalizes same into Agreements. A fee schedule contained herein, has been developed by DMHAS and accepted by CCGNJ and the service provider. The Agreements are to meet the needs of individuals with problem and disordered gambling and their families in the 21 counties of New Jersey.

**Scope of Agreement:**

2. This document shall constitute the entire scope of this agreement with respect to the subject matter contained therein or oral understanding with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized representatives of the parties and attached as an amendment hereto.
3. The Service Provider agrees to perform all acts and services and comply with all duties and promises as described in this agreement.
4. The CCGNJ agrees to perform all acts and services and comply with all duties and promises as described in this agreement.

**Target Population:**

5. The target population for this Agreement shall be individuals who have experienced problem or disordered gambling and family members/significant others who have been affected by gambling.
6. All services will be based on the needs of the individual with problem or disordered gambling or the family member of the individual with problem or disordered gambling. Specific treatment or service plans developed by the service provider shall continuously be updated as needs dictate.
7. All services offered must be delineated in the client's treatment plan.

**Term & Effective Date:**

8. The term of this Agreement is affected by the signature of the duly authorized representatives of the parties through December 31, 2020.

**Fee-for-Service Reimbursement:**

9. Funding for this Agreement will be provided on a fee-for-service basis based on the Service Provider's submitted and approved application (and accompanying documentation). The approved services and per service/per diem rates for the Agreement period are incorporated herein (p. 8). CCGNJ reserves the right to review services on a periodic basis and to impose caps on payment. There is no guarantee of referrals from CCGNJ, and Service Providers are encouraged to conduct their own marketing and outreach efforts.

10. Service Providers will not be compensated for services provided outside the scope of this Agreement (e.g., appointments that the client does not keep (**cancellations, no shows, or services not authorized under this grant**)).

**Service Provider-General Requirements:**

11. Service Provider employs an International Certified Gambling Counselor (ICGC-1, ICGC-2 or ICOGS) on the day of signing this Professional Services Agreement (PSA). In the event that the provider does not employ the minimum ICGC-1 or ICOGS on the day that he or she signs the PSA, the provider agrees to obtain certification as an ICGC-1 or ICOGS within two (2) years. ***Failure to obtain the minimum of an ICGC-1 or ICOGS at the end of the two (2) year period may result in review of the provider's application status and may result in termination of this Agreement.***
12. Service Provider ensures that all program staff are qualified to perform their assigned duties/services. Copies of staff credentials, including licenses & certifications must be submitted to the Council and maintained in staff personnel files. Changes or additions in credentialing, license renewal or changes to other application documents including but not limited to insurance documentation must be submitted to CCGNJ in a timely manner. Staff changes must be reported to CCGNJ immediately.
13. Service Provider has completed 3 hours of cultural competence training within the 2 years preceding this agreement (evidence of same has been provided to CCGNJ).
14. Service Provider has completed the minimum of 30-hour gambling-specific training (eligible for ICGC-1 or ICOGS) and has provided evidence of same to CCGNJ.
15. Service Provider meets and maintains continuing education requirements for independent professional licensure (or DMHAS licensure) and ICGC-1, ICGC-2, or ICOGS.
16. Service Provider has completed full criminal background checks for all employees, staff, volunteers, interns, and any other staff scheduled to provide services under this contract.
17. If approved by DMHAS and the Council to provide distance counseling services and/or to use social media under this grant, provider is subject to following the requirements of the Distance Counseling Policy, and Social Media Policy. If these practices are applicable to your practice, please provide copies of said policies.
18. The Social Media Policy outlines the limits of electronic communication between the service provider and the client and a copy will be given to each client.

**Service Provider agrees to:**

19. Participate in mandatory Suicide Risk Assessment & Referral training. Suicide Assessment training can be done online at <https://training.sprc.org/enrol/index.php?id=31>. Certificates of completion must be forwarded to CCGNJ promptly.
20. Attend a mandatory treatment providers' orientation NJGEARS training, and mandatory quarterly providers' meetings. The Council will provide two (2) Gambling CEUs at quarterly providers' meeting. Failure to comply with mandatory providers' meetings will result in the termination from this Agreement.
21. Get trained in the use of the South Oaks Gambling Screen (SOGS), DSM-5 criteria, or other screening/assessment tools for Gambling Disorder identified by CCGNJ or DMHAS.

22. Comply with all requirements of the DMHAS' Contract Information Policy Manual, Contract Information Manual and Business Associate Agreement, and Standard Language Document as applicable.
23. Notify the Council's Project Director immediately in the event of any action taken on his/her professional or agency license, or of any legal action.
24. Comply with all HIPAA requirements and 42 CFR Part 2 – Confidentiality of Substance Abuse Disorder Patient Records, including execution of a Business Associate Agreement and/or Qualified Service Organization Agreement with the Council. The HIPAA Notice of Privacy form must be signed and dated by the client and placed in the client's file at the time of admission.
25. The initial provision of funding and the continuation of funding under this Agreement is expressly dependent upon the availability to the CCGNJ of funds appropriated by the State Legislature to DMHAS and made available to CCGNJ. Future funding shall not be anticipated beyond the duration set forth in the Agreement. In no event shall the Agreement be construed as a commitment by the CCGNJ to expend funds beyond the termination date set in the Agreement.
26. Ensure that clients screened as "at risk" for co-occurring disorders (COD) receive a complete behavioral health assessment. If the screening provider is not qualified to provide co-occurring disorder services, it is the provider's responsibility to facilitate a referral for this service and coordinate ongoing care.

**Provision of Services:**

27. Service Provider shall offer an intake appointment to the Gambling Grant client within five (5) calendar days of contact.
28. The Service Provider shall maintain comprehensive and accessible client records which document services provided directly and indirectly to the client and his/her family support system. Every client treatment file must contain:

- a. Documentation of client assessment using SOGS, DSM 5, or other DMHAS approved instrument(s), and documentation of suicide risk assessment;
- b. Treatment plan including problem statement, measurable goals, objectives, and plan of care;
- b. Household income assessment using NJGEARS/DASIE;
- c. List of medications;
- d. Clinical counseling and progress notes;
- e. Release of Information for collateral contacts;
- e. Discharge plan including provision and planning for recovery support services;
- f. Signed consent(s) to allow transfer of client record for clients who are referred for continuing care to another substance abuse treatment facility/provider;
- g. HIPAA form signed by the client.

**Client Admission Criteria:**

29. All individuals admitted to Gambling treatment services shall be assessed and meet criteria for admission, continued stay, and discharge according to established criteria. Assessment must be completed on each client using the South Oaks Gambling Screen (SOGS), DSM 5, and/or another DMHAS-approved instrument.

30. Service Providers must obtain from the client, on the day of the intake appointment, document(s) that show the client is at least 18 years old and is a **current resident of New Jersey**. A copy of this documentation must be kept in each client's clinical file.
31. If documentation of residency is unavailable (after exhaustive attempts to gather it), the client may sign an **Attestation of Residency** form. On this form, the client may attest that: he/she is a resident of NJ.
32. These funds must be utilized for the provision of services to clients who meet criteria for DMHAS publicly funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
33. The Service Provider shall collect program and financial documents from the client, enter this data into NJGEARS, file these documents in each of the clients' files, and request service authorization approval through the Council.

### **Service Authorizations, Continuations, and Extensions:**

34. Presumptive eligibility for all clients will cover the intake/evaluation. Service Providers will then be required to request treatment services based on clinical justification for each client. The Council will compensate the Service Provider for services that are provided during an active authorization and billed according to the terms of this Agreement.
35. An Initial Authorization request for a maximum of eight (8) sessions shall be made to the Council (via NJGEARS, see #33) within one business day of the intake evaluation.
36. Requests for treatment authorizations will be reviewed and approved or denied by CCGNJ within five (5) business days of the request.
37. Requests for service continuations must be made by submitting clinical justification for continued treatment into NJGEARS along with the number of additional sessions that are being requested. For outpatient, up to 8 additional sessions may be requested per continuation of care request. The Council reserves the right to approve or deny any number of sessions that are requested and/or to require additional information for justification of continued care.
38. Requests for extensions must be entered into NJGEARS seven (7) business days before the end date of the prior authorization.
39. Continuation of care and extension requests will be approved or denied by CCGNJ within five (5) business days of their submission. Appeals for denials must be made to the Council's Project Director within three (3) business days of the determination. Appeals shall be answered by the Council within three (3) days of the Council's receiving them.
40. The maximum number of sessions per client is *twenty-six (26) per year*. On rare occasions the Council's Project Director may grant additional sessions (beyond the maximum) if there is sufficient clinical evidence of the necessity (and funding is available).
41. Clients must be provided their first treatment session within fifteen (15) days of the initial authorization approval. Otherwise the authorization may be cancelled.
42. Failure to submit timely requests for Authorizations or Continuations by the Service Provider may result in denial of claim(s) and/or termination from this Agreement.

**Payor of Last Resort/Sliding Fee Scale:**

43. Service Providers are required to adhere to the Reimbursement for Services Rendered Payer Hierarchy (payor of last resort guidelines). Providers are to bill in the following order:
  1. Third Party Insurance (TPL)
  2. Work First New Jersey/ Substance Abuse Initiative – Behavioral Health Initiative (WFNJ/SAI-BHI)
  3. NJ FamilyCare providers are to bill NJ FamilyCare if the client has no other insurance or if the insurance did not cover up to the allowable amount in which case the provider may bill NJ FamilyCare for the difference between the rate and NJ FamilyCare the third-party insurance rate.
  4. Gambling Treatment Grant may only be billed if the previous three coverages do not exist.
44. DMHAS funding may not be utilized for insurance co-pays.
45. Sliding fee scales for clients shall be implemented to offset the billed rate when appropriate.
46. Service providers cannot be reimbursed by private or commercial insurance, by NJ FamilyCare, by the Substance Abuse Initiative (SAI) for the same service provided on the same day as reimbursed under this contract.
47. The Service Provider shall have a Sliding Fee Scale (SFS) policy and procedure and Fee Schedule, approved by its Board/governing body.
48. Service providers providing Medicaid-covered services to Medicaid-eligible clients are required to be enrolled in NJ FamilyCare, New Jersey’s Medicaid program. The service provider must maintain active FamilyCare provider number(s) for each contracted site/service during the term of the contract. If eligible for reimbursement, applicants must apply to Medicaid to become a NJ FamilyCare provider. Medicaid enrollment is required before a contract will be executed with a new eligible provider or expanded for an existing eligible provider’s new site.

**NJ GEARS Reporting/Data entry:**

49. Service Providers shall enter and report client data through NJGEARS. Client data includes but are not limited to the following: Demographics, South Oaks Gambling Screen (SOGS), DSM 5, income eligibility data (DASIE), Client Data Summary, evidence of income eligibility, Discharge Questionnaire, Did You Grow Up With a Compulsive Gambler, GI Scores, and other related/required documents.
50. Where the client is a family member or significant other of the individual with problem/disordered gambling, the forms that must be completed include but are not limited to the following: program and income eligibility data (DASIE), Demographics, Do You Live With a Compulsive Gambler, Revised Significant Other, Client Data Summary, and Discharge Questionnaire.
51. Service providers shall enter initial Authorization requests for treatment into the New Jersey Gambler Evaluation, Assessment & Reporting System (NJGEARS). Requests for continuation of care and billing invoices shall be made via NJGEARS.

52. The Service Provider records in NJGEARS that program and income eligibility documentation has been obtained and placed in the client's file on the date of the intake appointment in order to receive initial authorization to provide treatment services.
53. Service Providers shall comply with all monthly data reporting requirements set by the NJDMHAS evaluator.

**Billing/Payment for Services:**

54. Service Providers are responsible for submitting invoices in NJGEARS by the 5th business day of the month following the month during which services were rendered (e.g., services for July are invoiced by August 5th). Failure to do so risks forfeiture of payment for services.
55. Invoices are required to be submitted a maximum of sixty (60) days from the last date of service or the Service Provider risks denial of reimbursement for failing to submit the invoice in a timely manner.
56. The contract end date for the Gambling Disorder Treatment Grant is December 31, 2020. All invoices for payment for prior months must be submitted by December 31, 2020 or they will not be paid.
57. Payments will be made to treatment providers on or before the 20th business day of the month after which services have been rendered for invoices submitted by the 5th business day of the month.

**Termination:**

58. Termination for Cause: CCGNJ may, by written notice to the Service Provider, terminate this Agreement in whole or in part at any time should the Service Provider fail to perform services. Bankruptcy or receivership by the Service Provider may be cause for termination.
59. Reduction of Funding: CCGNJ, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced.
60. Termination for Convenience: CCGNJ may terminate this Agreement in whole or in part upon 60 days' notice. In the event that the Agreement is terminated for convenience, CCGNJ will pay for all accepted work completed in conformance with the Agreement up to the date of termination.
61. Any modifications to this Agreement shall require written agreement between both parties and are subject to review by DMHAS.
62. The Council may terminate this Agreement in whole or in part at any time with cause upon at least fifteen (15) days written notice to the Service Provider.
63. If there is a serious infraction, CCGNJ may terminate the contract immediately, without written notice.
64. Service Provider may terminate this Agreement upon at least ninety (90) days written notice to the Council.

**Payment Terms:**

**Service Provider will perform and provide all the Services in accordance with this Agreement for fixed fees (see following fee schedule):**

**FEES:**

The covered services for eligible New Jersey residents and fees are as follows:

<b>Services:</b>	<b>Service Codes:</b>	<b>Fees:</b>
◆ INTAKE/EVAL	-CPT Code 90791 =	\$126.22
◆ INDIV THERAPY 30 MINS	-CPT Code 90832 =	\$61.39
◆ INDIV THERAPY 45-50 MINS	-CPT Code 90834 =	\$81.23
◆ FAMILY/COUPLES THERAPY	-CPT Code 90847	
	(with or without gambler) 90846	
=		\$102.55
◆ GROUP THERAPY	-CPT Code 90853 =	\$24.75
◆ INPATIENT	-CPT Code 99221 =	\$220.50

**Acceptance by Service Provider of the Terms of this Service Provider Agreement to perform services as stated above.**

**SERVICE PROVIDER:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DMHAS Licensed Provider Name \_\_\_\_\_

OR

Private Practitioner (Individual) Name \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance and approval of Agreement by Council:**

**COUNCIL ON COMPULSIVE GAMBLING OF NEW JERSEY, INC.**

\_\_\_\_\_ Date: \_\_\_\_\_

Neva Pryor, MS

Executive Director/Project Director