



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** PROVIDER NETWORK SELECTION, RETENTION, MANAGEMENT, AND MONITORING

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### PURPOSE

To provide guidelines, instructions, and standards for the selection, retention, management, and monitoring of Salish Behavioral Health Administrative Services Organization (SBH-ASO) providers that comply with contract requirements, delegation agreements, and all applicable regulations.

### POLICY

SBH-ASO develops, maintains, manages, and monitors an appropriate and adequate provider network, supported by written agreements, sufficient to provide all contracted services under HCA and MCO contracts and to ensure that individuals served get timely care. Only licensed or certified Behavioral Health Providers shall provide behavioral health services. Licensed or certified Behavioral Health Providers include, but are not limited to: Health Care Professionals, licensed agencies or clinics, or professionals operating under an agency affiliated license.

### PROCEDURE

#### Network Selection and Capacity Management

1. SBH-ASO follows uniform credentialing and re-credentialing processes which include the completion of provider credentialing prior to contract negotiations and recredentialing at least every 36 months.
2. SBH-ASO will not select or contract with provider network applicants that are excluded from participation in Washington State or a Federal department or agency.
3. SBH-ASO only utilizes providers who have signed contracts or single case agreements with SBH-ASO.

4. SBH-ASO will not discriminate, with respect to participation, reimbursement, or indemnification, against providers practicing within their licensed scope solely on the basis of the type of license or certification they hold. However, the SBH-ASO is free to establish criteria and/or standards for providers' inclusion in a network of providers based on their specialties.
5. If the SBH-ASO declines to include an individual or group of providers in its network, written notice of the reason for its decision shall be provided.
6. The SBH-ASO will not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.
7. SBH-ASO selects and retains providers based on their ability to meet the clinical and service needs, as well as the service area needed to support the population of individuals that SBH-ASO is to serve. If applicable, this includes the ability to provide crisis services twenty-four (24) hours a day, seven (7) days a week. SBH-ASO shall consider the following in the selection and management of its network:
  - a. Expected utilization of services
  - b. Characteristics and health needs of the population
  - c. Number and type of providers able to furnish services
  - d. Geographic location of providers and individuals, including distance, travel time, means of transportation and whether a location is American with Disabilities Act (ADA) accessible
  - e. Anticipated needs of priority populations listed in contract
  - f. SBH-ASO's available resources
8. SBH-ASO shall have a crisis network with enough capacity to serve the regional service area (RSA) to include, at a minimum, the following:
  - a. Designated Crisis Responder (DCR)
  - b. Evaluation and Treatment (E&T) capacity to service the RSA's non-Medicaid population
  - c. Psychiatric and SUD involuntary inpatient beds to serve the RSA's non-Medicaid population
  - d. Staff to provide mobile crisis outreach in the RSA
9. SBH-ASO shall have a non-crisis behavioral health network with enough capacity to serve the RSA's non-Medicaid population, within available resources.
10. Within available resources, the SBH-ASO will establish and maintain contracts with office-based opioid treatment providers that have obtained a waiver under the Drug Addiction Treatment Act of 2000 to practice medication-assisted opioid addiction therapy.

#### Network Management

1. SBH-ASO and provider network staff are trained at the time of orientation and periodically to understand and effectively communicate the services and supports that comprise the region-wide behavioral health system of care.
  - a. Integrated Provider Network meetings are conducted at least quarterly to ensure communications with contractors. Issues for the agenda may include, but are not limited to contract requirements, program changes, Best Practice updates, quality of care, quality improvement activities,

- performance indicators, and updates to state and federal regulations and requirements.
- b. SBH-ASO will provide performance data and member experience data upon request.
- 2. SBH-ASO contract language clearly specifies expected standards of performance and the indicators used to monitor provider performance. SBH-ASO collaborates with the provider network in implementing performance improvements.
- 3. SBH-ASO is committed to maintaining a provider network that is reflective of the geographic, demographic, and cultural characteristics of the Salish RSA.
- 4. SBH-ASO requires that providers offer hours of operation for individuals that are no less than the hours of operation offered to any other client.

#### Network Evaluation and Monitoring

- 2. Provider network evaluation and monitoring is completed at minimum annually by:
  - a. Conducting concurrent and retrospective reviews, annual monitoring reviews, and other on-going monitoring activities to ensure the quality of care.
  - b. Determining contract renewals based on compliance with contract requirements, submission of encounter data, utilization data, critical incident reports, corrective actions, financial audits, handling of grievances, and continuous quality improvement.
  - c. Retaining and exercising the right to terminate a contract if the network provider has violated any law, regulation, rule, or ordinance applicable to services provided under the contract or if continuance of the contract poses material risk of injury or harm to any person. Denial of licensure renewal or suspension or revocation will be considered grounds for termination in accordance with the contract term.
    - i. In the event of a provider termination, a notification shall occur, and the following will commence:
      - 1. If a subcontract is terminated or a site closure occurs in less than 90 days, SBH-ASO shall notify the HCA as soon as possible.
      - 2. If a subcontract is terminated or site closes unexpectedly, the SBH-ASO shall submit a plan within seven (7) days to the HCA that includes:
        - a. Notification to Ombuds services and individuals served at said site;
        - b. Provision of uninterrupted services; and
        - c. Any information released to the media.
  - d. Performing reviews per contract requirements for all its contracted providers. By contract, the providers agree to cooperate with SBH-ASO in the evaluation of the provider's performance, and to make available all information reasonably required by any such evaluation process. The provider shall provide access to their facilities and the records

documenting contract performance, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days.

- e. Performing reviews of network providers, conducted by SBH-ASO, including checks for evidence of compliance with the provisions of this policy. When a need for corrective action is identified during such reviews, network providers will address areas of non-compliance via their quality improvement processes and will provide evidence of sustained improvement. SBH-ASO staff will review findings for trends requiring system level intervention and report such findings to the SBH-ASO Executive Board for action.

#### Corrective Action

1. SBH-ASO shall evaluate the delegate/provider's performance prior to imposing a corrective action.
2. SBH-ASO shall monitor activity on a consistent basis.
3. SBH-ASO shall evaluate data quarterly and/or when necessary.
4. SBH-ASO shall determine if a trend is emerging and whether the delegate/provider is failing to meet contract requirements for performance, utilization and management of administrative and/or clinical services.
  - a. Based on this determination, corrective action may be initiated, unless otherwise agreed.
5. SBH-ASO shall allow delegate/provider 30 days from receipt of corrective action letter to submit a corrective action plan.
6. The delegate/provider shall have 60 days for implementation of the accepted plan, with the exceptions of any situations that pose a threat to the health or safety of any person, that pose a threat of property damage, and/or an incident has occurred that resulted in injury or death to any person and/or damage to property, for which immediate action shall be required.
7. SBH-ASO shall provide general contract language in corrective action procedures in all contracts with the delegates/providers within the Salish BH-ASO region.
8. SBH-ASO will maintain an internal process for reporting and tracking corrective actions issued by SBH-ASO and corrective actions provided by the delegate/provider.
9. Failure to meet measurements of corrective actions may result in termination of the contract.