



SALISH BHO

PROVIDER MONITORING POLICIES AND PROCEDURES

Policy Name: CORRECTIVE ACTION PLANS

Policy Number: 9.11

Reference: State and Provider Contracts

Effective Date: 7/2005

Revision Date(s): 6/2016

Reviewed Date: 6/2016; 6/2017; 5/2018

Approved by: SBHO Executive Board

CROSS REFERENCES

- Plan: Quality Management Plan
- Policy: Provider and Subcontractor Non-Compliance Penalties

PURPOSE

The Salish Behavioral Health Organization (SBHO) monitors contracted agencies according to the monitoring policy. The SBHO shall require contracted providers to develop corrective action plans when a provider is found to not be in compliance with the contract or when other monitored functions and services are found to be deficient.

PROCEDURE

1. Reasons the SBHO may request a Corrective Action Plan (CAP) include, but are not limited to the following:
 - The provider is found to be out of compliance with contract or working agreement requirements.
 - Provider performance is below the standard as outlined in the SBHO Quality Management Plan
 - A trend of sub-standard performance has been identified.
 - A problem exists that negatively impacts individuals receiving services.
 - The provider has failed to perform any of the contractually required behavioral health services.

- The provider has failed to develop, produce, and/or deliver to the SBHO any requested statements, reports, data, data corrections, accountings, claims, and/or documentation.
 - The provider has failed to implement corrective action required by the SBHO within prescribed time frames.
2. Corrective action plans developed by the provider must be submitted for approval to the SBHO within 30 calendar days of notification.
 3. Corrective action plans may require modification of any policies or procedures by the provider relating to the fulfillment of its contractual obligations.
 4. The SBHO may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
 5. Corrective action plans are reviewed by the SBHO, which determines if they are acceptable.
 6. The Corrective Action Plan will include:
 - Date of the Plan
 - Identified item of non-compliance
 - Any specified actions specifically required by the SBHO
 - Any dates specified by the SBHO by which the provider must be compliant
 - Specific action(s) the provider proposes to bring the item into compliance
 - Specific goal(s) and/or outcome(s) the provider's action addresses
 - Date by which the action(s) will be completed
 - Date by which the goal(s) and/or outcome(s) will be attained
 - Proposed documentation evidencing completion of the action(s) and
 - Attainment of the goal(s)/outcome(s)
 7. Performance in the identified area is monitored by the SBHO to determine if the corrective action plan has been successfully implemented. If compliance and/or performance continues to be insufficient, the SBHO may:
 - Require a revised corrective action plan
 - Offer technical assistance to the provider
 - Reject the plan
 - Require the provider to obtain outside technical assistance
 - Following the corrective action steps included the subcontract, withhold payments and /or invoke financial penalties
 8. The SBHO may inform the provider of any substantial noncompliance, which places the provider at risk of punitive action. Any such notification, if verbal, will be followed by a written memorandum generated within 36 hours of the verbal notification.

MONITORING

This policy is a mandated by contract and statute.

1. This policy is monitored through use of SBHO:
 - Annual SBHO Provider and Subcontractor Administrative Review
 - Quality Management Plan activities, such as review targeted issues for trends and recommendations
 - Annual Provider Chart Reviews
 - Review of previous Provider Corrective Action Plans related to policy, including provider profiles related to performance on targeted indicators
2. If a contractor or subcontractor consistently performs below expected standards during a contract period, the SBHO has the option of imposing punitive action and/or financial penalties as outlined in the contract.