



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** PROVIDER NETWORK SELECTION AND MANAGEMENT      **Policy Number:** AD102

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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 and subcontractors that comply with contract requirements, delegation agreements and all applicable regulations. Additionally, to provide instructions for the process of SBH-ASO self-directed remediation.

### 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 contacts 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.

All subcontractors providing services on behalf of SBH-ASO will be monitored for compliance with: SBH-ASO Contract(s), SBH-ASO Delegated Functions, Washington Administrative Code (WAC), Revised Code of Washington (RCW) and Federal rules and regulations (e.g., Health Insurance Portability and Accountability Act [HIPAA], 42 CFR Part 2, etc.)

### 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 execution 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 Medicare, Medicaid, and all other federal or Washington State health care programs.
3. 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, SBH-ASO is free to establish criteria and/or standards for providers' inclusion in a network of providers based on their specialties.
4. If 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.
5. SBH-ASO will not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.
6. SBH-ASO selects and retains providers based on their ability to meet the clinical and service needs, as well as the service area need 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 retention 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
7. SBH-ASO maintains a crisis network with enough capacity to serve the regional service area (RSA) to included, at a minimum, the following:
  - a. Designated Crisis Responders (DCR)
  - b. Evaluation and Treatment (E&T) capacity to service the RSA's non-Medicaid population
  - c. Psychiatric and Substance Use Disorder involuntary inpatient beds to serve the RSA's non-Medicaid population
  - d. Staff to provide mobile crisis outreach in the RSA
8. SBH-ASO shall have a non-crisis behavioral health network with capacity to serve the RSA's non-Medicaid populations, within available resources.
9. Within available resources, 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 practices medication-assisted opioid addiction therapy.

#### Network Management

1. SBH-ASO Staff, and Subcontractors 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 on-going communications with subcontractors. Issues for the agenda may include, but are not limited to: contract requirements, program changes, Best Practice updates, quality of care, quality improved activities, performance indicators, and updates to state and federal regulations and requirements.
  - b. SBH-ASO provides 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 subcontractor performance. SBH-ASO collaborates with its 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 its provider network to offer hours of operation and accessibility for individuals that are no less than those offered to any other client.

#### Network Evaluation and Monitoring

1. Provider Network and Subcontractor evaluation and monitoring is accomplished by:
  - a. Performing reviews per HCA and MCO contract requirements for all its subcontractors. By contract, subcontractors agree to cooperate with SBH-ASO in the evaluation of performance, and to make available all information reasonably required by any such evaluation process. Subcontractors 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.
    - i. When a need for corrective action is identified during such reviews, subcontractors will address areas of non-compliance via their quality improvement processes and will provide evidence of sustained improvement.
    - ii. SBH-ASO will review findings for trends requiring system level intervention and report such findings to the Salish Leadership Team, Quality Assurance and Compliance Committee (QACC) and the SBH-ASO Executive Board for Action.
  - b. Determining contract renewals based on compliance with contract requirements. Additionally, SBH-ASO reviews corrective actions, utilization data, critical incident reports, handling of grievances and financial audits.
  - c. Retaining and exercising the right to terminate a contract if the subcontractor has violated any law, regulation, rule or ordinance applicable to services provided under 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 subcontractor termination, a notification shall occur, and the following will commence:

1. If a subcontract is terminated or a site closure occurs with less than 90 calendar days, SBH-ASO shall notify the HCA as soon as possible.

a. If a subcontract is terminated or site closes unexpectedly, SBH-ASO shall submit a plan within seven (7) calendar days to HCA that includes:

- i. Notification to Ombuds services and Individuals
- ii. Provision of uninterrupted services
- iii. Any information released to the media

2. SBH-ASO retains documentation of all subcontractor monitoring activities; and upon request by HCA, shall immediately make all audits and/or monitoring activities available to HCA.

#### Federal Block Grant Subcontractors

1. In addition to the procedures identified above, the following apply to subcontractors receiving Federal Block Grant Funds.

a. SBH-ASO ensures that its subcontractors receive an independent audit if the subcontractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any state fiscal year.

b. SBH-ASO requires the subcontractors to submit the data collection form and reporting package as specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) business days of audit reports being completed and received by subcontractors.

c. SBH-ASO shall follow-up with any corrective actions for all subcontract audit findings in accordance with 2 C.F.R. Part 200, Subpart F.

d. SBH-ASO shall conduct and/or make arrangements for an annual fiscal review of each subcontractor receiving Federal Block Grant funds regardless of reimbursement methodology and shall provide HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:

- i. Expenditures are accounted for by revenue source.
- ii. No expenditures were made for items identified in the Payment and Sanctions section of the HCA-BHASO Contract.
- iii. Expenditures are made only for the purposes stated in the HCA-BHASO Contract and the SBH-ASO/Subcontractor Contract.

#### Corrective Action

1. SBH-ASO evaluates delegate/subcontractor performance prior to imposing corrective action.
2. SBH-ASO monitors delegate/subcontractor activity on a consistent basis.
3. SBH-ASO evaluates available data on at least a quarterly basis, and as necessary.
4. If SBH-ASO determines that a delegate/subcontractor's performance is failing to meet contract requirements, corrective action may be initiated.
5. SBH-ASO shall allow delegate/subcontractor 30 calendar days from receipt of corrective action letter to submit a corrective action plan.
6. If the corrective action plan is accepted, the delegate/subcontractor shall have 60 days for implementation, with the exception of any situation that poses a threat to the health or safety of any person.
7. SBH-ASO subcontracts outline the general corrective action procedures.
8. SBH-ASO maintains an internal process for reporting and tracking corrective actions issued by SBH-ASO and corrective action plans submitted by delegates/subcontractors.
9. Delegate/Subcontractor failure to meet measurements of corrective actions may include additional remediation up to and including the termination of contract.

#### Self-directed Remediation

1. Any issues directly involving SBH-ASO that are determined to not be meeting policy or contractual benchmarks will be remediated under the auspices of the SBH-ASO Leadership Team.
  - a. Remediation may be accomplished through staff training, supervisory oversight and/or personnel action as indicated.
2. All remediation processes are reported to the QACC by SBH-ASO Leadership Team.
3. The SBH-ASO Leadership Team will determine the final action to be taken while considering recommendations given by QACC.
4. Outcomes will be reported to QACC recorded in QACC meeting minutes.