



Salish Behavioral Health  
Administrative Services Organization

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION EXECUTIVE BOARD MEETING

**DATE:** Friday, May 22, 2020

**TIME:** 9:00 AM – 11:00 AM

**LOCATION:** **VIRTUAL ONLY:** We will use the ZOOM virtual platform.

**\*\*Recommend participation by either computer or ZOOM app on your mobile phone. Please use this link to download ZOOM to your computer or phone: <https://zoom.us/support/download>.\*\***

### **LINK TO JOIN BY COMPUTER OR PHONE APP:**

Join Zoom Meeting: <https://zoom.us/j/94803599188>

Meeting ID: 948 0359 9188

**USE PHONE NUMBER and MEETING ID BELOW TO JOIN BY PHONE:** Dial by  
your location: 1-253-215-8782

Meeting ID: 948 0359 9188

---

## **A G E N D A**

### Salish Behavioral Health Administrative Services Organization – Executive Board

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Meeting Notes for January 17, 2020 (Attachment 5) **pg.7**
6. Action Items
  - a. Appointment of Tribal Official to SBH-ASO Executive Board
  - b. SBH-ASO Policies and Procedures for Approval (Attachment 6.b) **pg. 12**
  - c. Non-Medicaid July 1 – December 31 Budget Update (Attachments 6.c.1, 6.c.2) **pg. 149**
7. Informational Items
  - a. Salish Provider Network Update (Attachment 7.a) **pg. 151**
  - b. Statewide High-Level Analysis of Forecasted Behavioral Health Impacts from COVID-19 (Attachment 7.b) **pg. 152**
  - c. Emergency Amendment of WACs 182-538-060 & 182-538-067 (Attachment 7.c) **pg.157**
  - d. HCA Technical Assistance Monitoring (TAM)
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

## ACRONYMS

<b>ACH</b>	Accountable Community of Health
<b>ASAM</b>	Criteria used to determine substance use disorder treatment
<b>BAART</b>	A BayMark health services company, opioid treatment company
<b>BH-ASO</b>	Behavioral Health Administrative Services Organization
<b>BHO</b>	Behavioral Health Organization, replaced the Regional Support Network
<b>CAP</b>	Corrective Action Plan
<b>CMS</b>	Center for Medicaid & Medicare Services (federal)
<b>COVID-19</b>	Coronavirus Disease 2019
<b>DBHR</b>	Division of Behavioral Health & Recovery
<b>DCFS</b>	Division of Child & Family Services
<b>DCR</b>	Designated Crisis Responder
<b>DDA</b>	Developmental Disabilities Administration
<b>DSHS</b>	Department of Social and Health Services
<b>E&amp;T</b>	Evaluation and Treatment Center (i.e., AUI, YIU)
<b>EBP</b>	Evidence Based Practice
<b>EPSDT</b>	Early and Periodic Screening, Diagnosis and Treatment
<b>EQRO</b>	External Quality Review Organization
<b>FIMC</b>	Full Integration of Medicaid Services
<b>FYSPRT</b>	Family, Youth and System Partner Round Table
<b>HARPS</b>	Housing and Recovery through Peer Services
<b>HCA</b>	Health Care Authority
<b>HCS</b>	Home and Community Services
<b>HIPAA</b>	Health Insurance Portability & Accountability Act
<b>HRSA</b>	Health and Rehabilitation Services Administration
<b>IMD</b>	Institutes for the Mentally Diseased
<b>IS</b>	Information Services
<b>ITA</b>	Involuntary Treatment Act
<b>MAT</b>	Medical Assisted Treatment
<b>MCO</b>	Managed Care Organization
<b>MHBG</b>	Mental Health Block Grant
<b>MOU</b>	Memorandum of Understanding
<b>OCH</b>	Olympic Community of Health
<b>OPT</b>	Opiate Treatment Program
<b>OST</b>	Opiate Substitution Treatment
<b>PACT</b>	Program of Assertive Community Treatment
<b>PATH</b>	Programs to Aid in the Transition from Homelessness
<b>PIHP</b>	Prepaid Inpatient Health Plans
<b>PIP</b>	Performance Improvement Project
<b>P&amp;P</b>	Policies and Procedures
<b>QUIC</b>	Quality Improvement Committee
<b>RCW</b>	Revised Code Washington
<b>RFP, RFQ</b>	Requests for Proposal, Requests for Qualifications
<b>SABG</b>	Substance Abuse Block Grant
<b>SAPT</b>	Substance Abuse Prevention Treatment
<b>SBHO</b>	Salish Behavioral Health Organization
<b>SUD</b>	Substance Use Disorder
<b>TAM</b>	Technical Assistance Monitoring
<b>UM</b>	Utilization Management
<b>VOA</b>	Volunteers of America
<b>WAC</b>	Washington Administrative Code
<b>WM</b>	Withdrawal Management
<b>WSH</b>	Western State Hospital, Tacoma

[Full listing of definitions and acronyms](#)



Salish Behavioral Health  
Administrative Services Organization

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION EXECUTIVE BOARD MEETING

**May 22, 2020**

### **Action Items**

#### **A. APPOINTMENT OF TRIBAL OFFICIAL TO EXECUTIVE BOARD**

Liz Muller of Jamestown S'Klallam Tribe had historically served on the Board for many years. Last year, she stepped down from the seat and Rob Welch was appointed Interim Tribal Representative. Consensus among the Tribes is required to appoint an elected Tribal Official to the BH-ASO Executive Board. Commissioner Ozias drafted a recruitment letter which was sent to the Chair of each Tribal Council within the 3 counties. Jamestown S'Klallam Tribal Council has nominated Councilwoman Theresa Lehman to serve on the SBH-ASO Executive Board.

#### **B. POLICIES AND PROCEDURES FOR APPROVAL**

The Executive Board approved the SBH-ASO's Policy and Procedure Manual on November 1, 2019. The initial Policy and Procedure manual was based upon the "model BH-ASO" contract dated July 1, 2019. Salish received its January 2020 contract from HCA in December. Changes in HCA contract requirements necessitated Policy and Procedure updates. Staff prioritized the updating of policies that would likely be requested during Salish's first HCA audit. A spreadsheet has been included which summarizes the changes made to these Policies and Procedures.

The following policies have been included for the Board's approval:

- AD101 – Policy Development and Review
- AD102 – Provider Network Selection, Retention, Management, and Monitoring
- AD103 – Administrative Contract Compliance Monitoring
- CL200 – Integrated Crisis System
- CP301 – Compliance and Program Integrity
- CP302 – Critical Incidents
- CO303 – Fraud, Waste and Abuse Compliance Reporting Standards
- CA401 – Translation and Interpretation Services
- FI502 – Third Party Liability and Coordination of Benefits
- QM701- Quality Management Plan
- UM802 – Notice Requirements
- UM803 – Authorization for Payment of Psychiatric Inpatient Services
- UM805 – Crisis Stabilization Services
- UM806 – Utilization Management of Outpatient Services

- UM807 – State Only Funded Program for Assertive Community Treatment (PACT)
- PS901 – Definitions for Policies Governing Protected Health Information
- PS902 – Confidentiality Use and Disclosure of Protected Health Information
- PS902a – SBH-ASO Notice of Privacy Practices
- PS902b – Confidentiality and Security Agreement
- PS902c – SBH-ASO Release of Information
- PS903 – Privacy Admin Requirements for Implementation and Maintenance of HIPAA and 42 CFR part 2
- PS903a Privacy and Security Policies Maintenance Plan
- PS905 – Designated Record Set

### C. NON-MEDICAID JULY 1 – DECEMBER 31 BUDGET UPDATE

Staff developed a preliminary annual BH-ASO budget which was approved by the Board on November 1, 2019. This budget was based on historical trends and educated forecasting of what the service needs and utilization would be in 2020.

Staff has compiled and analyzed utilization data for the first quarter of 2020. Staff will present preliminary reports on budgeted versus actual utilization of treatment services. Staff will present an amended budget for the Board's approval for the time period of July 1 – December 31. Early utilization trends and updated HCA funding necessitates this budget update.

The following facts continue to inform the budgeting process: contract mandated services must be fully funded first (Crisis and Involuntary Treatment Services), restricted proviso funds must be used accordingly, BH-ASO Administration and Direct Support withholdings (operating budget) must be funded by State Funds (not Block Grant).

Staff will review attachments and provide additional context surrounding suggested budget changes.

### **Informational Items**

#### A. SALISH PROVIDER NETWORK UPDATE

The Salish Provider Network continues to be engaged and working diligently to provide services in this uncertain landscape. Some providers closed doors and suspended services in mid-March. Providers were faced with challenges related to the access of Personal Protective Equipment, strategizing how to serve individuals while not putting staff at risk, navigating privacy issues, among other issues. Each agency had to develop safety protocols for their respective agencies. This led to varied service access through the end of March. Salish BH-ASO developed and maintained the attached grid to track the changes for providers and the community.

SBH-ASO Crisis Teams have remained staffed. Statewide there has been a decrease in crisis contacts and ITA investigations. Washington State has allowed video involuntary treatment investigations as part of the COVID-19 response. Our region is prepared and has the ability to follow this protocol as needed. We have not yet had a video ITA evaluation in region. There has been no increase in calls to the Salish Regional Crisis Line at this time. Providers are starting to see an increase in tenor/tone on crisis contacts. Staff will continue to monitor and provide support as needed.

Washington Health Care Authority waivers were put in place to allow for continuity in services to include the use of telehealth/telemedicine services in lieu of face to face contact and direction on billing/coding. The U.S Department of Health and Human Services (HHS) released "Notification of Enforcement Discretion for Telehealth Remote Communications During the COVID-19 Nationwide Public Health Emergency" which addressed HIPPA Privacy Restrictions that limited the type of technologies that could be used to deliver treatment services.

In mid-March, HCA began facilitating a weekly call for all providers to address areas of concern and answer direct questions related to COVID-19. In May, this call has reduced to every other week. Numerous guidance documents and FAQs have been provided by HCA for Providers. HCA also offered ZOOM platform accounts to providers to facilitate telehealth access. SBH-ASO Providers have been actively engaged in these conversations and processes.

All agencies in the Salish BH-ASO region are currently providing services through telehealth in combination with some face to face, outreach, etc. This started with phone calls to check in and manage individual needs. Many agencies are now providing their full array services through electronic platforms. This includes individual and group treatment, assessments, and case management. There are still significant limits on urinalysis, day treatment, and outreach services.

#### **B. STATEWIDE HIGH-LEVEL ANALYSIS OF FORECASTED BEHAVIORAL HEALTH IMPACTS FROM COVID-19**

State and Federal Health Officials are forecasting notable behavioral health impacts from the COVID-19 outbreak, as well as related government actions. Attached is a high-level summary released by the Washington State Department of Health in April. Salish Medical Director, Dr. Glenn Lippman, will present to the Board and further expand upon this high-level summary of forecasted physical and behavioral health impacts from the outbreak.

#### **C. EMERGENCY AMENDMENT OF WACS 182-538-060 AND 182-538-067**

On April 17<sup>th</sup>, during an HCA/MCO/ASO call, the HCA shared an Emergency Ruling that amends WACs 182-538-060 and 182-538-067. HCA Assistant Medicaid Director, Jason McGill, reported that this emergency ruling was driven by several factors. The HCA is anticipating a notable increase in the number of Washingtonians that will become Medicaid eligible due to unemployment. Additionally, the HCA is focusing additional attention on ensuring timely access to physical and behavioral health care for Medicaid enrollees, as well as monitoring MCO performance which has been an increasing concern.

As a result of this Emergency Ruling, the HCA has released an RFP for Managed Care Organizations that will allow for the entrance of additional MCOs into regions that don't already have all 5 IMC MCOs. The RFP was released in late April and responses from MCOs are due by July 1, 2020. If successful, the MCOs, Coordinated Care and/or Community Health Plan of Washington (CHPW), could be granted an Apple Health Medicaid Contract for the Salish Region effective 1/1/21. This would require the SBH-ASO to negotiate additional MCO contracts and will increase the administrative complexity and burden. Additionally, if local providers intend to continue to serve all Managed Care Medicaid enrollees, they too would need to contract with the added Managed Care Plans.

#### D. HCA TECHNICAL ASSISTANCE MONITORING (TAM)

The first official monitoring activity performed by the HCA for Salish BH-ASO will be “Technical Assistance Monitoring” or TAM. Subsequent HCA monitoring will be in the form of Annual Reviews. HCA conducts its TAM similar to the Readiness Review that Salish just completed in October. Staff is created a work plan to identify the documents and processes requiring the most attention. The timeline for Salish’s TAM was as follows:

- February 27, 2020- Documents to SBH-ASO from HCA
- March 30, 2020- Documents to HCA from SBH-ASO
- April 28, 2020- HCA on-site monitoring of SBH-ASO

On March 11<sup>th</sup>, staff reached out to the HCA to express concerns regarding conflicting demands of preparing for the TAM versus providing support to the local community in response to the pandemic. Staff requested that the HCA consider postponing the TAM to allow staff to refocus its time on supporting local providers and the broader community. The HCA responded later that same day and announced the temporary suspension of TAMs for all on-time ASOs. The HCA also noted that, they intended to resume TAM activities at a later date.

On April 24<sup>th</sup>, HCA informed Salish that activities for the TAM would resume. Staff expressed concern regarding HCA’s timing with resuming its monitoring activities and it seemingly contradicted with multiple requests from HCA Leadership for ASOs to wholeheartedly support their local behavioral health system.

Regardless, the TAM continues. Salish will be submitting requested documentation on May 18<sup>th</sup> and participating in on-site monitoring on June 30<sup>th</sup>.

**MINUTES OF THE  
SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION  
EXECUTIVE BOARD**

**Friday, January 17, 2020**

**9:00 a.m. - 11:00 a.m.**

**Jamestown S’Klallam Tribe, Council Chamber  
1033 Old Blyn Hwy, Sequim, WA 98382**

**CALL TO ORDER** – Commissioner Mark Ozias, Chair, called the meeting to order at 9:00 a.m.

**INTRODUCTIONS** – Self introductions were conducted around the room.

**ANNOUNCEMENTS** – None.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS** – None.  
Request to review reserves budget (Lois).

**APPROVAL of AGENDA** – Commissioner Mark Ozias

**MOTION:** Request Commissioner Robert Gelder moved to approve the agenda as submitted. Commissioner Greg Brotherton seconded the motion. Motion carried unanimously.

**APPROVAL of MINUTES** –

**MOTION:** Commissioner Robert Gelder moved to approve the meeting notes as submitted for the December 13, 2019 meeting. Commissioner -Greg Brotherton seconded the motion. Motion carried unanimously.

**ACTION ITEMS**

➤ **ELECTION OF SBH-ASO EXECUTIVE BOARD VICE-CHAIRS**

The SBH-ASO Interlocal Agreement dictates that, annually, the Board shall elect a Chair, Vice-Chair, a Second Vice-Chair and a Third Vice-Chair by majority vote. Commissioner Ozias has been elected as Chair. Staff respectfully requests that the Executive Board Elect Vice-Chair, Second-Vice Chair and Third-Vice Chair for 2020.

- Election of SBH-ASO Executive Board Vice Chair.

**MOTION:** Commissioner Robert Gelder moved to approve Commissioner Greg Brotherton as the elected SBH-ASO Executive Board Vice-Chair. Commissioner Mark Ozias seconded the motion. Motion carried unanimously.

- Election of SBH-ASO Executive Board Second (2<sup>nd</sup>) Vice Chair.

**MOTION:** Commissioner Greg Brotherton moved to approve Commission Robert Gelder as the elected SBH-ASO Executive Board Second Vice-Chair. Commissioner Mark Ozias seconded the motion. Motion carried unanimously.

- Election of SBH-ASO Executive Board Third (3<sup>rd</sup>) Vice Chair.

**MOTION: Commissioner Greg Brotherton moved to approve Robert Welch as the elected SBH-ASO Executive Board Third Vice-Chair. Commissioner Robert Gelder seconded the motion. Motion carried unanimously.**

## **Informational Items**

### ➤ **SBH-ASO RECRUITMENT OF ELECTED TRIBAL OFFICIAL**

- Liz Muller of Jamestown S’Klallam Tribe has historically served on the Board for many years. Last year, she stepped down from the seat and Rob Welch was appointed Interim Tribal Representative. Consensus among the Tribes is required to appoint an elected Tribal Official to the BH-ASO Executive Board. Commissioner Ozias drafted a recruitment letter which was sent to the Chair of each Tribal Council within the 3 counties.
- SBH-ASO Executive Board continues to recruit. All attendees were encouraged to assist in promoting the open Tribal representative elected position.

### ➤ **BAART UPDATE**

- At last report, the Port Angeles clinic was serving 54 individuals with a similar number on the wait list. BAART reports continued daily walk-ins. They are starting to work with Clallam County Drug Court. The BAART Director reports positive community integration and successful transition of individuals who had been receiving services outside of the region.
- The Bremerton clinic has not yet open. They are working with the Washington Board of Pharmacy on final details. This was slowed down by the holidays. They are working to hire a prescriber for Bremerton. The prescriber from Port Angeles will cover Bremerton upon opening. The clinic will be able to open within a week of finalization of the paperwork.
- BAART Port Angeles clinic has a maximum capacity of 300 with room for expansion in the current building.
- BAART Bremerton clinic has 100 people on their waitlist currently.

### ➤ **UPDATE ON EARLY PHASE OF IMC TRANSITION**

- SBH-ASO Operations
  - New Crisis System protocols began on 1/1/20. Full implementation of the new Salish Regional Crisis Line has gone smoothly. Local providers are expressing positive feedback about the new system. Volunteers of America (VOA) received 100 calls on 1/1/20 with 9 dispatches of Designated Crisis Responder Teams. SBH-ASO has also heard feedback regarding challenges experienced by some community partners regarding the new system. SBH-ASO staff are continuing community outreach work to ensure continued success.
    - Daily completion and submission of a crisis logs are a new MCO contract requirement. The crisis log is composed of individuals that have utilized the crisis service system, e.g. dispatch, ITA investigations.



- The crisis logs are completed by our MH crisis providers and VOA, then sent to the SBH-ASO. The SBH-ASO reviews for completeness and sorts by assignment to MCO. The crisis logs are submitted individually to each MCO.
- SBH-ASO has been providing support to the MH crisis providers and VOA as it is a labor-intensive process. Taking roughly 2 hours of SBH-ASO staff to complete.
- Crisis logs were created in April 2016. MCO's voice that they are receiving more information than they are able to follow up.
- SBH-ASO and other state ASO's, with the exception of Beacon, are advocating to streamline this requirement.
- Reviewed the Salish Regional Crisis Line has no abandoned calls.
  - A new Utilization Management Program and was initiated in late December. SBH-ASO brought all Utilization Management work internally. On December 18th, SBH-ASO began full operations of its new Utilization Management portal which accepts electronic notification and authorization requests. There have been a few challenges with the new technology which have been quickly addressed. Some providers have expressed concern with the new system, noting it to be labor intensive. Staff will continue incorporate provider feedback as much as possible. However, the limited financial resources necessitate close oversight of all non-mandatory or involuntary treatment services.
    - In partnership with Salish BH-ASO providers, we provided a webinar on January 14, 2020 to help providers navigate the online UM system.
- Provider Operations

The HCA has been facilitating "Rapid Response" calls on Mondays, Wednesdays and Fridays for the Salish region. The purpose of these calls is to respond to emerging systemic issues or questions needing immediate attention. Participants generally include: physical health providers, behavioral health providers, MCOs, OCH, BH-ASO and Tribal representatives. Some early challenges reported by Clallam County Providers include: erroneous primary care provider assignments for Medicaid enrollees and lack of MCO rosters being supplied to physical health providers. Kitsap Mental Health has reported challenges obtaining authorization for Crisis Triage/Stabilization services for Medicaid/Medicare or dually eligible clients.

Reviewed the various meetings and workgroups developed over the last year, including the Interlocal Leadership Structure (ILS), Provider Readiness calls, Early Warning System work groups, and Communication Strategy workgroups.

Reviewed that the OCH no longer will be the lead of the Rapid Response calls starting February. Concerns discussing local control will be affected as the focus will be more on the emergent versus the systems view.

Discussed using ILS as a place to discuss some of these issues ongoing. Stephanie will follow up regarding the participants and providers within the ILS and see if there is any energy for new goals.

➤ **HCA TECHNICAL ASSISTANCE MONITORING (TAM)**

- The first official monitoring activity performed by the HCA for Salish BH-ASO will be “Technical Assistance Monitoring” or TAM. Subsequent HCA monitoring will be in the form of Annual Reviews. HCA conducts its TAM similar to the Readiness Review that Salish just completed in October. Staff is creating a work plan to identify the documents and processes requiring the most attention. The timeline for Salish’s TAM is as follows:
  - February 27, 2020- Documents to SBH-ASO from HCA
  - March 30, 2020- Documents to HCA from SBH-ASO
  - April 28, 2020- HCA on-site monitoring of SBH-ASO
- Staff will provide additional details about its TAM work plan.

➤ **SBH-ASO OPERATING RESERVES DISCUSSION**

- Salish BH-ASO began operations without reserves. The timeline for correspondence on the issue of SBH-ASO reserve funding is as follows:
  - November 7, 2019: Letter to SBHO from HCA
  - November 25, 2019: Letter to HCA from SBHO
  - December 17, 2019: Letter to SBHO from HCA
  - December 20, 2019: Letter to HCA from SBHO
  - January 3, 2020: Letter to SBHO from HCA
- The message from the HCA remains, “we continue to be constrained by the current budget appropriation and thus do not have the authorizing authority to appropriate operating reserves.”
- Brad thanked the SBH-ASO Executive Board for their quick response to support the SBH-ASO. He reported that other on-time regions also reported their concerns and issues with HCA to the legislature.
- Discussed HCA assured SBH-ASO of a lump sum to be made on January 2, 2020, however, it was not received until January 6, 2020.
- Discussed request of HCA for lump sums quarterly and/or bi-annually.
- SBH-ASO staff have prepared contingencies for worst case scenario. SBH-ASO has created two types of for invoices for mandatory services, e.g. crisis service system.
- The SBH-ASO Executive Board requested to be kept in the loop regarding payments and any other communications.
- The SBH-ASO Executive board requested the SBH-ASO advisory board to provide assistance in the revenue discussion. Specifically update the SBH-ASO advisory board on the reserve issue, review financing, and capture the impact from HCA February billing on community providers and members.
- The SBH-ASO Executive Board discussed the role of the OCH Board in this discussion. It was offered to discuss at the March 2020 next OCH meeting to gather feedback on this issue.

- Provided MCO Revenue Update and provided payment schedule for MCO's.
  - Reviewed new electrotonic funds process with MCO's to receive payments.
  - Monthly eligibility files are provided and there are no issues noted.
  - Molina Healthcare (MCO) had 51-52% of the eligibility for our region.
- Data System Update between NSBH-ASO and SBH-ASO is that we are on track to be fully functional.

**PUBLIC COMMENT**

- Colleen Bradley, Salish FYSPRT, gave positive feedback regarding the process to change from SBHO to the Salish BH-ASO.
- Wendy Sisk, PBH, reports hardships due to Integrated Managed Care.

**GOOD OF THE ORDER**

- The next meeting for the Salish BH-ASO Executive Board is March 20<sup>th</sup>, 2020 at 9:00 a.m.

**ADJOURNMENT** – Consensus for adjournment at 10:50 a.m.

**ATTENDANCE**

<b>BOARD MEMBERS</b>	<b>STAFF</b>	<b>GUESTS</b>
<b>Present:</b>	Stephanie Lewis, SBH-ASO Administrator	Richelle Jordan, SBH-ASO Staff
<b>Executive Board Members</b>	Jolene Kron, SBH-ASO Deputy Admin/Clinical Director	Lois Hoell, SBHO Advisory Board
Commissioner Mark Ozias	Doug Washburn, Kitsap Human Services	Joe Roszak, KMHS
Commissioner Robert Gelder	Martiann Lewis, SBH-ASO Staff	Lori Fleming, Jeff Co. CHIP
Commissioner Greg Brotherton		Wendy Sisk, PBH ( <i>Did not Sign In</i> )
Celeste Shoenthaler, Olympic Community of Health		
Robert Welch, Interim Tribal Representative		
<b>Excused</b>		
None.		

**NOTE: These meeting notes are not verbatim.**

**Salish BH-ASO  
Policy and Procedures**



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** POLICY DEVELOPMENT AND REVIEW      **Policy Number:** AD101

**Effective Date:** 1/01/2020

**Revision Dates:** 2/5/2020

**Reviewed Date:** 4/16/2019

**Executive Board Approval Dates:** 5/17/2019; 11/1/2019

### PURPOSE

To establish standardized processes for developing, reviewing and updating SBH-ASO Policies and Procedures.

### POLICY

Salish Behavioral Health Administrative Services Organization (SBH-ASO) shall develop, implement, maintain, comply with and monitor all policies and procedures of the SBH-ASO. Policies will comply, as necessary, with relevant state, federal and contractual regulations and requirements.

SBH-ASO requires contracted providers to follow all SBH-ASO policies as applicable by contract. These policies will be listed on SBH-ASO's website.

### PROCEDURE

#### Document Development

1. SBH-ASO policies and procedures will use a consistent format.
2. SBH-ASO policies and procedures will:
  - a. Direct and guide SBH-ASO's employees, subcontractors, and any non-contracted providers' compliance with all applicable federal, state, and contractual requirements.
  - b. Fully articulate requirements,
  - c. Have an effective training plan related to the requirements and maintain records of the number of staff participating in training, including evidence of assessment of participant knowledge and satisfaction with the training.,
  - d. Include monitoring of compliance, prompt response to detect non-compliance, and effective corrective action.

3. When the need for a policy and procedure is identified, the matter is brought to the Policy and Procedure Committee by the SBH-ASO Administrator.
4. The SBH-ASO Administrator will assign the policy to SBH-ASO staff with subject matter expertise. Upon completion, the assigned SBH-ASO staff will provide the Policy and Procedure Committee with the policy.
5. The Policy and Procedure Committee is comprised of SBH-ASO Staff responsible for the development, review, and recommendation of SBH-ASO policies and procedures to the Executive Board for approval.
6. Once a policy is approved by the SBH-ASO Executive Board, the SBH-ASO Administrator will forward it to designated staff for upload to the SBH-ASO website.

#### Document Review/Revision

1. Policies and procedures will be reviewed at least annually.
2. Changes in contractual requirements, delegation agreements and/or state or federal regulations will require a review of policies and procedures.
  - a. Corrective action plans imposed by the HCA may require modification of any policies or procedures by the SBH-ASO relating to the fulfillment of its obligations pursuant to its contract with the State
3. When reviews do not reveal a need for a revision, the review is documented by entering a review date in the document header and obtaining the SBH-ASO Administrator's signature.
4. When a review results in the need for revision, the review is documented by entering a review date in the document header and the policy is forwarded to the Policy and Procedure Committee.
5. The Policy and Procedure Committee reviews all revised policies prior to presentation to the SBH-ASO Executive Board for approval.
6. Once a policy is approved by the SBH-ASO Executive Board, the SBH-ASO Administrator will forward it to designated staff for upload to the SBH-ASO website.

#### Document Preservation and Distribution

1. SBH-ASO Policies and Procedures are kept on file for a minimum of ten (10) years. Current SBH-ASO Policies and Procedures are available to network providers and the general public via the SBH-ASO website.
2. SBH-ASO shall submit Policies and Procedures to the HCA for review upon request by HCA and any time there is a new Policy and Procedure or there is a substantive change to an existing Policy and Procedure.
3. When changes are made to policies and procedures, network providers will be notified via email. Changes that impact network providers will be announced via email along with a thirty (30) day notice of compliance.



## SALISH BH-ASO POLICIES AND PROCEDURES

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

**Policy Number:** AD102

**Effective Date:** 1/01/2020

**Revision Dates:** 2/19/2020

**Reviewed Date:** 5/02/2019; 8/29/2019

**Executive Board Approval Dates:** 5/17/2019; 11/1/2019

### 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.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** ADMINISTRATIVE CONTRACT  
COMPLIANCE MONITORING

**Policy Number:** AD103

**Effective Date:** 1/1/2020

**Revision Dates:** 3/5/2020

**Reviewed Date:** 10/08/2019

**Executive Board Approval Dates:** 05/17/2019; 11/1/2019

### PURPOSE

To establish standards for network monitoring that comply with administrative, fiscal, credentialing, and quality assurance requirements.

### POLICY

All subcontractors providing services on behalf of SBH-ASO will be monitored for compliance with, at a minimum: 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

1. At least annually, SBH-ASO conducts on-going monitoring and periodic formal reviews of its subcontractors to assess compliance with Federal, State, and local laws as well as contractual requirements.
2. SBH-ASO conducts a review of all subcontractors which includes at least one onsite visit every two years to each subcontractor site that receives federal block grant or state funds. Reviews shall ensure that the subcontractor has complied with program compliance requirements within contract.
  - a. The SBH-ASO ensures that subcontractors who receive at least \$750,000 of federal block grant funds from any and/or all sources in any state fiscal year, shall receive an independent audit. Such subcontractors must provide the data collection form and reporting package as determined in 2 CFR Part 200, Subpart F. The SBH-ASO will retain documentation of the monitoring activities and provide the documentation to HCA upon request.

- b. The SBH-ASO conducts or arranges for an annual fiscal review of each subcontractor who receives federal block grant funds and shall provide HCA with documentation of the annual fiscal reviews when requested. The annual fiscal review shall include:
  - i. Expenditures are accounted for by revenue source.
  - ii. No expenditures were made for items identified in the Payment and Sanctions section of the contract.
  - iii. Expenditures are made only for the purposes stated in the contract and for services that were actually provided.
3. In the event that fraud, abuse and/or non-compliance with fiscal requirements are suspected, an immediate review is required in accordance with HCA BH-ASO contract.
4. All SBH-ASO representatives conducting onsite reviews agree to keep confidential any PHI which may be reviewed during review/site visits. SBH-ASO reviews treatment records in accordance with state and federal law. Substance use disorder (SUD) records are reviewed in accordance with 42 CFR §2.53. Reviewers do not copy or remove any treatment records during a review.

#### ON-SITE MONITORING COMPONENTS

The individual components of the On-site Review consist of, but are not limited to, the following (as applicable):

1. Documentation and appropriateness of medical necessity determinations.
2. Patient record reviews to ensure services are appropriate based on diagnosis, and the treatment plan is based on the patient's needs and progress notes support the use of each service.
3. Timeliness of service.
4. Cultural, ethnic, linguistic, disability or age-related needs are addressed.
5. Coordination with other service providers.
6. Adherence to relevant practice guidelines.
7. Processes for reporting, tracking and resolving grievances.
8. Compliance with reporting and managing critical incidents.
9. Information security.
10. Disaster recovery plans.
11. Fiscal management, including documenting cost allocations, revenues and expenditures in order to ensure that funds under the SBH-ASO Contract are being spent.
12. Quality Assurance and Improvement activities
13. Personnel Policies and Personnel Records, in order to ensure appropriate credentialing processes
14. Compliance Program, including Fraud, Waste and Abuse Program
15. Oversight of any issues noted during licensing and/or certification reviews conducted by DOH and communicated to SBH-ASO.

### ON-SITE MONITORING PROCESS

An on-site review shall be accomplished by following the steps outlined below:

1. Thirty (30) days prior to the scheduled on-site visit, SBH-ASO shall send the following to the subcontractor:
  - a. SBH-ASO Monitoring Tool;
  - b. On-site Schedule and Agenda.
  
2. On the first scheduled day of the site visit, the SBH-ASO representative shall conduct an entrance interview with the subcontractor's director and their designee(s). The entrance interview consists of the following:
  - a. Introductions – Identify for subcontractor which SBH-ASO Review Team Member will be reviewing each on-site component;
  - b. Sign Confidentiality Statements (when applicable);
  - c. SBH-ASO re-states purpose of on-site review;
  - d. Review on-site schedule;
  - e. Give subcontractor staff an opportunity to present a description and status of the various programs they provide through SBH-ASO contract(s); and
  - f. Tour of subcontractor facility.
  
3. The SBH-ASO Review Team shall conduct an exit interview with subcontractor's director and their designated staff. At the exit interview, the following will be presented and discussed:
  - a. Areas of excellence;
  - b. Areas of strength;
  - c. Recommendations;
  - d. Corrective action (findings); and
  - e. Follow up steps and timelines
  
4. Once the On-site review is completed, a written On-Site Review Report will be prepared.
  - a. The SBH-ASO is responsible for finalizing the On-site Review Report.
  - b. The completed report shall be submitted to the Executive Director/CEO of the contracted agency within 45 days of the exit review date.
  - c. The report consists of five (5) sections:
    - i. Scope of review;
    - ii. Summary of review;
    - iii. Recommendations and Findings,
    - iv. Request for Remedial Action, and
    - v. Corrective Action Plan (CAP) request and timeline.

5. The agency will have 30 days to respond in writing to all findings and recommendations for remedial action.
6. The SBH-ASO Review Team will review the subcontractor's CAP to the findings and provide a written response to the contract agency of those areas of correction that are acceptable and those areas that are unacceptable within 45 days of receipt.
7. When an agency's CAP response includes elements that do not meet minimum requirements, the SBH-ASO Review Team will inform the subcontractor in writing and request further action/revision. The Monitoring Report and subsequent outcomes (including CAP responses) will be shared with the QACC for review and further oversight.
8. The subcontractor will be responsible and accountable for correcting all findings.
9. The Monitoring Report and Response becomes a permanent part of the subcontractor's monitoring file and credentialing file.

#### SELF-DIRECTED REMEDIATION

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 QACC. All remediation processes and outcomes are reported to the SBH-ASO Leadership Team by the QACC Chair. The SBH-ASO Leadership Team will determine the final action to be taken considering recommendations given by QACC. Outcomes will be recorded in the QACC minutes.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** TRANSLATION AND INTERPRETATION SERVICES      **Policy Number:** CA401

**Effective Date:** 1/1/2020

**Revision Dates:** 3/12/2020

**Reviewed Date:**

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

Salish Behavioral Health Administrative Services (SBH-ASO) provides equal access for all Individuals when oral or written language creates a barrier to such access.

### POLICY

SBH-ASO assures that all subcontractors provide equal access for all Individuals when oral or written language creates a barrier for those with communication barriers. SBH-ASO subcontractors utilize interpreter services that can produce documentation that they utilize people who are qualified as certified interpreters and translators.

### PROCEDURE

1. Oral Information:

SBH-ASO and its subcontractors provide interpreter services free of charge for Individuals with a preferred language other than English. This includes the provision of interpreters for Individuals who are Deaf, Deaf and Blind, or Hard of Hearing. This includes oral interpretation Sign Language (SL), and the use of Auxiliary Aids and Services as defined in the current HCA BH-ASO contract. Interpreter services are provided for all interactions between such Individuals and the Contractor or any of its subcontractors including, but not limited to:

- a) Customer service;
- b) All appointments with any provider for any covered service;
- c) All steps necessary to file grievances and appeals;
- d) All Crisis related services.

2. Written Information:

SBH-ASO and its subcontractors provide all generally available and individual-specific written materials in a language and format which may be understood by each Individual in each of the prevalent languages that are spoken by 5 percent or more of the population of the RSA based on information obtained from HCA.

For Individuals whose preferred language has not been translated as required in this Section, the SBH-ASO or its subcontractor may meet the requirement of this section by doing any one of the following:

- a) Translating the material into the Individual's preferred reading language;
  - b) Providing the material in an audio format in the Individual's preferred language;
  - c) Having an interpreter read the material to the Individual in Individual's preferred language;
  - d) Providing the material in another alternative medium or format acceptable to the Individual. The subcontractor will document the Individual's acceptance of the material in an alternative medium or format in their record; or
  - e) Providing the material in English, if the SBH-ASO or the subcontractor documents the Individual's preference for receiving material in English.
3. SBH-ASO ensures that all SBH-ASO and subcontractor written information provided to Individuals is
    - a. accurate,
    - b. not misleading,
    - c. comprehensible to its intended audience,
    - d. designed to provide the greatest degree of understanding,
    - e. written at the sixth (6<sup>th</sup>) grade reading level, and
    - f. fulfills other requirements of the HCA BH-ASO Contract as may be applicable to the materials.
  4. HCA may make exceptions to the sixth (6<sup>th</sup>) grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth (6<sup>th</sup>) grade reading level or the Individual's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth (6<sup>th</sup>) grade reading level must be in writing.
  5. Subcontractors will submit all written materials to SBH-ASO upon request. SBH-ASO will submit all written materials to HCA for approval according to requirements of the HCA BH-ASO contract.
  6. Educational materials about topics or other information used by SBH-ASO or subcontractors for health promotion efforts must be submitted to HCA, but do not require HCA approval as long as they do not specifically mention the Contracted Services.
  7. Educational materials that are not developed by SBH-ASO or its subcontractors are not required to meet the sixth (6<sup>th</sup>) grade reading level requirement and do not require HCA approval.



For Individual-specific written materials, SBH-ASO and its subcontractors may use templates that have been pre-approved in writing by HCA. SBH-ASO will provide HCA with a copy of all approved materials in final form.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** INTEGRATED CRISIS SYSTEM

**Policy Number:** CL200

**Effective Date:** 1/1/2020

**Revision Dates:** 3/4/2020

**Reviewed Date:** 5/2/2019

**Executive Board Approval Dates:** 5/17/2019; 11/1/2019

### PURPOSE

To provide Salish Behavioral Health Administrative Services Organization (SBH-ASO) with clearly defined standards for the provision of crisis services; the oversight of crisis services; and the expected outcomes for provision of crisis care.

### POLICY

Integrated Crisis System (ICS) includes a broad network of triage and referral services that are intended to stabilize the Individual in crisis while utilizing the least restrictive community settings possible. Crisis services include both voluntary and involuntary services and address all relevant behavioral health and substance abuse situations.

### PROCEDURE

1. Within the SBH-ASO region, the following services are available to all individuals in the SBH-ASO's Service Area, regardless of ability to pay:
  - A. Crisis Triage and Intervention to determine the urgency of the needs and identify the supports and services necessary to meet those needs. Dispatch mobile crisis or connect the individual to services. For individuals enrolled with an MCO, assist in connecting the individual with current or prior service providers. Crisis Services may be provided without authorization and prior to completion of an Intake Evaluation. Services shall be provided by or under the supervision of a Mental Health Professional. SBH-ASO will provide twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, crisis mental health services to Individuals who are within the SBH-ASO's Service Area and report they are experiencing a crisis. There will be sufficient staff available, including a DCR, to respond to requests for Crisis Services.

- B. Behavioral Health Involuntary Treatment Services include investigation and evaluation activities, management of court case finding, and legal proceedings in order to ensure the due process rights of the Individuals who are detained for involuntary treatment.
  - C. SBHASO provides reimbursement to county courts for cost associate with ITA.
  - D. SBHASO Providers provide evaluation and treatment services as order by the court for individual who are not eligible for Medicaid.
2. SBH-ASO provides the following services to Individuals who meet eligibility requirements but who do not qualify for Medicaid, when medically necessary, and based on Available Resources:
- A. Crisis Stabilization Services, includes short-term face-to-face assistance with life skills training and understanding of medication effects and follow up services. Services are provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual experiencing a behavioral health crisis. Crisis stabilization is often referred to as hospital diversion, typically managed by specific programs, apart from initial/emergent Stabilization Services, and available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
  - B. SUD Crisis Services including short term stabilization, a general assessment of the individual's condition, an interview for therapeutic purposes, and arranging transportation home or to an approved facility for intoxicated or incapacitated individuals on the streets or in other public places. Services may be provided by telephone, in person, in a facility or in the field. Services may or may not lead to ongoing treatment.
  - C. Secure Withdrawal Management and Stabilization Services provided in a facility licensed by DOH to provide evaluation and treatment services to Individuals detained by the DCR for SUD ITA. Appropriate care for Individuals with a history of SUD who have been found to meet criteria for involuntary treatment includes: evaluation and assessment, provided by an SUDP; acute or subacute withdrawal management services; SUD treatment; and discharge assistance provided by SUDPs, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to LRA as appropriate for the Individual in accordance with WAC 246-341-1104. This is an involuntary treatment which does not require authorization.
  - D. Peer-to-Peer Warm Line Services are available to callers with routine concerns who could benefit from or who request to speak to a peer for

support and help de-escalating emerging crises. Warm line staff may be peer volunteers who provide emotional support, comfort, and information to callers living with a mental illness.

### **Crisis System General Requirements**

SBH-ASO shall develop and maintain a regional behavioral health crisis system through its Crisis Provider Network who will provide services that meet the following requirements:

1. Crisis Services will be available to all Individuals who present with a need for Crisis Services in the SBH-ASO's Service Area.
2. Crisis Services shall be provided in accordance with Chapters 71.05 RCW and 71.34 RCW.
3. ITA services shall be provided in accordance with the SBH-ASO Involuntary Treatment Act Services Policy. Requirements include payment for all services ordered by the court for Individuals ineligible for Medicaid, and costs related to court processes and Transportation. Crisis services become ITA services when a DCR determines an Individual must be evaluated for involuntary treatment. ITA services continue until the end of the Involuntary Commitment and may be outpatient or inpatient.

Crisis Services shall be delivered as follows:

- A. Stabilize Individuals as quickly as possible and assist them in returning to a level of functioning that no longer qualifies them for Crisis Services. Stabilization Services will be provided in accordance with WAC 246-341-0915.
- B. Provide solution-focused, person-centered, and recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization, or out of home placement.
- C. Coordinate closely with the regional MCOs, community court system, First Responders, criminal justice system, inpatient/residential service providers, and outpatient behavioral health providers to operate a seamless crisis system and acute care system that is connected to the full continuum of health services and inclusive of processes to improve access to timely and appropriate treatment for Individuals with current or prior criminal justice involvement.
- D. Engage the Individual in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the Individual's stability.
- E. Develop and implement strategies to assess and improve the crisis system over time.

## **Crisis System Staffing Requirements**

The SBH-ASO and its Crisis Provider Network shall comply with staffing requirements in accordance with Chapter 246-341 WAC. Each staff member working with an Individual receiving crisis services must:

1. Be supervised by a Mental Health Professional or licensed by DOH.
2. Receive annual violence prevention training on the safety and violence prevention topics described in RCW 49.19.030. The staff member's personnel record must document the training.
3. Have the ability to consult with one of the following (who has at least one (1) year of experience in the direct treatment of Individuals who have a mental or emotional disorder):
  - A psychiatrist;
  - A physician;
  - Physician assistant; or
  - An ARNP.
4. SBH-ASO Providers shall comply with DCR qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and shall incorporate the statewide DCR Protocols, listed on the HCA website, into the practice of their DCRs.
5. SBH-ASO Providers shall have clinicians available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, who have expertise in Behavioral Health issues pertaining to children and families.
6. SBH-ASO Providers shall make available at least one (1) Certified SUDP with experience conducting Behavioral Health crisis support for consultation by phone or on site during regular Business Hours.
7. SBH-ASO Providers shall make available at least one (1) Certified Peer Counselor with experience conducting behavioral health crisis support for consultation by phone or on site during regular Business Hours.
8. SBH-ASO Providers shall establish policies and procedures for ITA services in accordance with SBH-ASO Involuntary Treatment Act Services Policy.
9. SBH-ASO Providers shall have a written protocol that allows for the referral of an individual to a voluntary or involuntary treatment facility twenty-four hours a day, seven days a week including DCR contact protocol.

## **Crisis System Operational Requirements**

Crisis Services shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

1. Mobile crisis outreach shall respond within two (2) hours of the referral to an emergent crisis and within twenty-four (24) hours for referral to an urgent crisis.
2. Salish Regional Crisis Line is a toll-free line that is available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, to provide crisis intervention and triage services, including screening and referral to a network of providers and community resources.
3. The Salish Regional Crisis Line shall be a separate number from SBH-ASO's customer service line.
4. Individuals shall have access to crisis services without full completion of Intake Evaluations and/or other screening and assessment processes.
5. Telephone crisis support services will be provided in accordance with WAC 246-341-0905 and crisis outreach services will be provided in accordance with WAC 246-341-0910.
6. SBH-ASO maintains registration processes for non-Medicaid Individuals utilizing crisis services to maintain demographic and clinical information and establish a medical record/tracking system to manage their crisis care, referrals, and utilization.
  - a. For crisis services provided in the SBH-ASO Regional Service Area (RSA), all Providers will conduct eligibility verification for Individuals who are receiving services or who want to receive services to determine financial eligibility. Refer to the SBH-ASO Eligibility Verification Policy.
  - b. All contracted crisis providers, including the toll-free crisis line provider, are required to submit a daily Crisis Log to the SBH-ASO.
  - c. All information collected is compiled into a database in order to monitor utilization at both an individual as well as a systems level.
7. SBH-ASO Care Managers and Crisis Providers provide information about and referral to other available services and resources for individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous).
8. Crisis Providers document calls, services, and outcomes on the daily crisis log as well as agency EHRs. SBH-ASO and the SBH-ASO Crisis Providers shall comply with record content and documentation requirements in accordance with WAC 246-341-0900 through WAC 246-341-0920.

9. SBH-ASO Crisis Providers shall notify the SBH-ASO by 10am each calendar day of all crisis contacts resolved by 3am that day. The SBH-ASO shall notify the MCO within one (1) business day when an MCO Enrollee interacts with the crisis system.
10. SBH-ASO shall coordinate with the MCO/ASO of record for an Individual upon becoming aware of a change in eligibility status, when we determine that the Individual has Medicaid coverage or loses Medicaid coverage, or moves between the SBH-ASO region and another region.

### **Integrated Crisis System:**

Crisis services should reflect the following:

1. Services will include providing crisis telephone screening as defined in WAC 246-341-0910.
  2. Crisis peer support services shall be provided in accordance with WAC 246-341-0920.
  3. Crisis outreach staff shall work collaboratively with mental health and substance use disorder treatment services/programs, serving adults and children in a developmentally and culturally competent manner, ensuring that developmentally and culturally appropriate service/specialists are contacted at all critical junctures.
  4. Crisis Workers will utilize an existing crisis plan as available.
- a. Crisis alert forms are available on the SBH-ASO website.. This information is shared with the Salish Regional Crisis Line via the SBH-ASO portal.
5. When there is a question of safety, outreach services shall be provided in coordination with law enforcement or other mental health support.
  6. Information regarding the Salish Regional Crisis Line number is available 24 hours a day, 7 days a week, 365 days a year.
  7. Crisis services are provided in the Individual's language of choice, free of charge. Providers have access to interpreter services and TTY/TDD equipment.
  8. Crisis services are available to all persons needing mental health and substance use disorder crisis services regardless of their ability to pay, insurance status, age, sex, minority status, status with the SBH-ASO, allied system of care relationship, or place of residency.
  9. Individuals experiencing a psychiatric or substance use disorder crisis are stabilized in the most appropriate, least restrictive setting.

10. Crisis services are inclusive of natural supports (i.e. family, friends co-workers, etc.) of individuals experiencing a crisis. This includes obtaining collateral information from natural supports when available and appropriate.
  - i. Crisis services build upon existing systems of crisis provision, reflect innovation, and strive for best practices (quality of care). This includes applying aspects of the Practice Guidelines adopted by SBH-ASO.
11. A “no decline” policy will be enforced for both Designated Crisis Responders and Crisis Outreach Workers.

**Note:** “No decline” means that when a Designated Crisis Responder or Crisis Outreach Worker is requested by persons identified in Mobile Crisis Outreach (see Mobile Outreach Services 4, below), they may not refuse to provide crisis services regardless of the person’s age, culture, or ability to pay.

Mobile Outreach Services:

1. Face-to-face services are provided by crisis outreach when telephone intervention is unsuccessful in stabilizing the individual.
2. Mobile crisis outreach will respond within two (2) hours of the referral to an emergent crisis and within twenty-four (24) hours for referral to an urgent crisis.
3. When clinically indicated or when the service recipient has no means to get to a clinic or emergency room, the crisis response staff will take services directly to the individual in crisis, stabilizing and supporting the person until the crisis is resolved or an appropriate referral is made.
4. SBH-ASO Providers shall have a written protocol for the transportation of an individual in a safe and timely manner, when necessary.
5. SBH-ASO Providers shall establish policies and procedures for crisis and ITA services that implement the following requirements:
  - a. No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's ITA, unless a second trained individual accompanies them.
  - b. The clinical team supervisor, on-call supervisor, or the individual professional shall determine the need for a second individual to accompany them based on a risk assessment for potential violence.
  - c. The second individual who responds may be a First Responder, a Mental Health Professional, a Substance Use Disorder Professional, or a mental health provider who has received training required in RCW 49.19.030.



- d. No retaliation shall be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.
  - e. The Contractor shall have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.
  - f. Every DCR dispatched on a crisis visit shall have prompt access to information about an Individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.
  - g. SBH-ASO Providers shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide Crisis Services.
6. Face to face evaluation and/or other interventions shall be required when requested by:
- a. SBH-ASO Staff
  - b. Law Enforcement
  - c. Designated Crisis Responder
  - d. Hospital Emergency Staff
  - e. Mental Health Outpatient Providers
  - f. Substance Use Disorder Treatment Services Providers
  - g. Detox Staff
  - h. Residential Providers
  - i. School Teachers/Counselors
  - j. Providers of Inpatient Psychiatric Services
  - k. Hospital Staff
  - l. Primary Care Physicians

### **Care Coordination Post Crisis**

Once the crisis is stabilized, SBH-ASO and its providers will ensure a consistent and appropriate follow-up process for the individual. The SBH-ASO crisis delivery system works with all allied systems of care, to ensure the SBH-ASO community and crisis recipients are kept safe and maintained in the least restrictive environment possible. Crisis services also work with local law enforcement, community mental health programs, SUD treatment providers, hospitals, shelters, and homeless services.

### **Ancillary Requirements of the SBH-ASO Crisis System**

1. Crisis services to Tribal members will be provided in accordance with Tribal Crisis Agreements and the current HCA-ASO contract.
2. All SBH-ASO providers of crisis services shall use an appropriate method, such as their electronic health record, to record the fact of contact with each person, where, when and which crisis services they received, care coordination provided and their demographic and clinical information.
3. All SBH-ASO providers of crisis services shall provide evidence of and demonstrate an ability to transmit that data to SBH-ASO, per contract terms, to meet all data requirements of timely and complete reporting of such services and client information.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** COMPLIANCE & PROGRAM INTEGRITY PLAN

**Policy Number:** CP301

**Effective Date:** 1/1/2020

**Revision Dates:** 2/19/2020

**Reviewed Date:** 7/19/2019; 9/25/19; 10/7/19

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

The purpose of this policy is to outline and define the scope, responsibilities, operational guidelines, controls, and activities employed by the Salish Behavioral Health Administrative Services Organization (SBH-ASO) to ensure that we maintain an environment that facilitates ethical decision making and that we act in accordance with regulations and federal and state laws that govern the SBH-ASO.

### POLICY

#### General Requirements

The SBH-ASO will have policies and procedures that guide and require the SBH-ASO and its officers, employees, agents, and Behavioral Health Agencies (BHAs) to comply with following Compliance and Program Integrity requirements. The SBH-ASO will include Compliance and Program Integrity requirements in its subcontracts.

The SBH-ASO will follow OIG's (Office of Inspector General) Seven Fundamental Elements of an Effective Compliance Program to ensure program effectiveness. These elements are:

1. Implementing written policies, procedures, and standards of conduct.
2. Establishing compliance oversight.
3. Developing effective lines of communication and screening.
4. Conducting effective training and education.
5. Conducting internal monitoring and auditing.
6. Enforcing standards through well-publicized disciplinary guidelines.
7. Responding promptly to detected offenses and undertaking corrective action.

### PROCEDURE

#### I. Compliance Officer and Committee:

- A. The SBH-ASO will employ an experienced member of staff as the Compliance Officer (CO) who may also be known as the Program Integrity Officer (PIO). The

CO is responsible for developing and overseeing policy and coordinating monitoring activities.

1. The CO has direct access to the Executive Board.
- B. The CO routinely provides information to the Quality and Compliance Committee (QACC), as well as to the Behavioral Health Advisory Board (BHAB) and Executive Board, as needed.
  1. The QACC is comprised of representatives from the SBH-ASO lead staff, which includes representatives from IS, Quality/Compliance, Medical/Clinical, and Finance (as needed).
  2. The CO maintains independence by always having:
    - i. Direct supervision from the SBH-ASO Administrator.
    - ii. The right to directly meet with the Executive Board independently if the circumstances warrant (e.g., in case of QACC or Administrator inaction).
  3. The CO may (without prior approval) seek legal assistance from the SBH-ASO legal counsel regarding issues related to Fraud, Waste, and Abuse (FWA).
  4. In consultation with the QACC, the CO may revise the Compliance and Program Integrity Plan (“the Plan”), as appropriate, and as approved by the Executive Board.
    - a. The Plan will be made available through its posting on the SBH-ASO website.
- C. The CO duties include the following:
  1. To oversee and monitor SBH-ASO compliance activities. This includes maintaining ongoing communication and interactions with the SBH-ASO leadership (including the Administrator, Clinical Director, and Medical Director) for the promotion of an environment and culture that prevents and detects FWA.
  2. To assist the Administrator, the QACC, and the Executive Board in establishing and maintaining a methodology for preventing and detecting FWA, including (but not limited to):
    - i. Creating, updating and utilizing a risk assessment methodology;
      - a. This methodology will be reviewed with the QACC at least annually in reference to its applicability and need for revision.
    - ii. Incorporating compliance monitoring into the audits completed on provider agencies.
    - iii. Assuring that focus is given to the highest volume/highest risk providers.
    - iv. Addressing audit findings (internal or external) pertinent to the SBH-ASO.
    - v. Assisting with the regular provision of FWA training to SBH-ASO staff and the Executive Board.

- vi. Ensuring training is provided to the SBH-ASO Provider Network's staff and leadership.
3. To report at least quarterly to the QACC, and annually to the Executive Board, on the implementation of the Plan.
4. To annually review the Plan and recommend revisions to the QACC and the Executive Board as necessary.
5. To coordinate internal auditing and monitoring activities within the SBH-ASO.
  - i. In addition to the SBH-ASO Administrative Contract Compliance Monitoring policy (AD103), and in certain circumstances, the CO may be authorized by the Administrator (in consultation with legal counsel) to implement an immediate on-site compliance review when critical and time-sensitive issues associated with potential FWA have been reported. The CO will provide immediate feedback to the Administrator and the Executive Board regarding the findings and need for interventions.
6. To receive and investigate reports of possible violations of SBH-ASO policy and/or contract.
7. To promptly respond to detected violations.
8. To develop policies and programs that encourage employees and providers to report suspected violations of the policy without fear of retaliation.
9. To identify areas where corrective actions are needed and, in consultation with the QCC, develop strategies to improve compliance and prevent future incidents of noncompliance.
  - i. This may include, as necessary, the implementation of SBH-ASO employee disciplinary action that is uniformly applied and delivered fairly (documented appropriately in the employee's compliance file and personnel file, when appropriate).
10. As a part of the ongoing monitoring and auditing of the policy, the CO, in cooperation with the QCC, establishes mechanisms to notify employees and providers of changes in laws, regulations, or policies, as necessary, to assure continued compliance.
  - i. This may include updating SBH-ASO and provider educational materials and ensuring that persons associated with the SBH-ASO complete required annual training on FWA prevention.

## **II. Implementing written policies, procedures, and standards of conduct.**

- A. The Executive Board, Administrator, and CO will develop and maintain policies and procedures that address the SBH-ASO's Compliance activities.
- B. The CO will review the Plan annually (at a minimum) and update it to ensure that it continues to address all applicable federal and state compliance mandates.

- C. The CO will ensure that the Executive Board confirms any needed changes and that the updated policy is distributed to all SBH-ASO staff and persons associated with the SBH-ASO (including board members, volunteers, and BHAs).
- D. SBH-ASO staff, board members, volunteers, and BHAs will comply at all times with all pertinent governing regulations. (See SBH-ASO Code of Conduct.)

#### Information on Persons Convicted of Crimes

The SBH-ASO will include the following in its written agreements with all subcontractors and BHAs who are not individual practitioners or a group of practitioners:

1. Requiring the subcontractor to investigate and disclose to the HCA and SBH-ASO, immediately upon becoming aware of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.

#### Fraud, Waste and Abuse

The SBH-ASO's Fraud, Waste and Abuse program shall have:

1. A process to inform officers, employees, agents, and subcontractors about the False Claims Act.
2. Administrative procedures to detect and prevent Fraud, Waste, and Abuse (FWA), and a mandatory compliance plan.
3. Standards of conduct that articulate SBH-ASO's commitment to comply with all applicable federal and state standards.
4. The designation of a Compliance Officer and a compliance committee that is accountable to senior management.
5. Training for all affected parties.
6. Effective lines of communication between the Compliance Officer and the SBH-ASO staff and subcontractors.
7. Enforcement of standards through well-publicized disciplinary policies.
8. Provision for internal monitoring and auditing of the SBH-ASO and subcontractors.
9. Provision for prompt response to detected violations, and for development of corrective action initiatives.
10. Provision of detailed information to staff and subcontractors regarding fraud and abuse policies and procedures, the False Claims Act, and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.

The SBH-ASO shall establish policies and procedures for referring all identified allegations of potential fraud to HCA and MFCD, and for provider payment suspensions (See SBH-ASO P&P CP303, Fraud, Waste, and Abuse Compliance Reporting Standards).

### Federal Exclusion and Legal Status

The SBH-ASO will not willingly contract with nor retain any contractor or subcontractor who has been listed by a state or federal agency as debarred, excluded, or otherwise ineligible for federal or state program participation or whose license had been revoked or suspended. If either of these situations apply or if they become applicable, they must be reported to the SBH-ASO CO as soon as possible.

Ownership disclosure. The SBH-ASO, network providers, and subcontractors must disclose whether a person (individual or organization) has, or has a relative with, ownership or controlling interest in the organization of 5% or more.

Excluded provider verification is conducted at time of hire or appointment and every month thereafter. This applies to SBH-ASO staff as well as those who are employed by contractors and subcontractors. This verification is conducted through the following: the OIG's List of Excluded Individuals and Entities (LEIE) query, the System for Award Management (SAM) site, and the Health Care Authority (HCA) and Department of Social and Health Services' (DSHS) provider termination and exclusion lists site.

SBH-ASO contractors and subcontractors must provide to the SBH-ASO CO a monthly written attestation verifying the clear status of all staff using the above sources. The SBH-ASO CO conducts monthly checks on all SBH-ASO staff and board members using the above sources, SAM checks on all network contractors and subcontractors, and LEIE and state provider termination checks on all individuals with subcontractor ownership or controlling interest.

### Reporting

All Program Integrity reporting to HCA shall be in accordance with the Notices provisions of the General Terms and Conditions of the HCA/BH-ASO contract unless otherwise specified.

The SBH-ASO shall submit to HCA a report of any recoveries made or overpayments identified by the SBH-ASO during the course of claims review/analysis.

The SBH-ASO is responsible for investigating Individual fraud, waste, and abuse. If the SBH-ASO suspects fraud, the SBH-ASO shall notify and submit all associated information of any alleged or investigated cases in which the SBH-ASO believes there is a serious likelihood of fraud by an Individual to the HCA Office of Medicaid Eligibility and Policy (OMEP) by any of the following:

1. Sending an email to [WAHeligibilityfraud@hca.wa.gov](mailto:WAHeligibilityfraud@hca.wa.gov);
2. Calling OMEP at 360-725-0934 and leaving a detailed message;
3. Mailing a written referral to:

Health Care Authority  
Attn: OMEP  
P.O. Box 45534  
Olympia, WA 98504-5534

4. Faxing the written complaint to Washington Apple Health Eligibility Fraud at 360-725-1158.

The SBH-ASO shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of provider Fraud by an Individual or group using the WA Fraud Referral Form within five (5) Business Days from the date of determining an allegation of potential Fraud exists.

The SBH-ASO shall submit to HCA, on occurrence, a list of terminations report including providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation and any related Program Integrity termination. The SBH-ASO shall send the report electronically to HCA at [hcabhaso@hca.wa.gov](mailto:hcabhaso@hca.wa.gov) with subject "Program Integrity list of Terminations Report." The report must include all of the following:

1. Individual provider/entities' name;
2. Individual provider/entities' NPI number;
3. Source of termination;
4. Nature of the termination; and
5. Legal action against the individual/entities.

#### Records Requests

Upon request, the SBH-ASO and contracted BHAs shall allow HCA or any authorized state or federal agency or authorized representative, access to all records, including computerized data stored by the SBH-ASO or its contracted BHA. The SBH-ASO and its contracted BHAs shall provide and furnish the records at no cost to the requesting agency.

#### On-Site Inspections

The SBH-ASO or its contracted BHAs must provide any record or data related to its contract, but not limited to:

1. Medical records;
2. Billing records;
3. Financial records;
4. Any record related to services rendered, quality, appropriateness, and timeliness of service; and
5. Any record relevant to an administrative, civil, or criminal investigation or prosecution.

Upon request, the SBH-ASO or its contracted BHA shall assist in such review, including the provision of complete copies of records.

The SBH-ASO or its contracted BHAs must provide reasonable access to its premises and the records requested to any duly authorized state or federal agency or entity, including, but not limited to: HCA, OIG, Medicaid Fraud Control Division (MFCD), and the Office of the Comptroller of the Treasury, whether the visitation is announced or unannounced.

The SBH-ASO or its contracted BHAs must repay any overpayments that are identified through a fraud investigation conducted by the MFCD or other law enforcement entity based on the timeframes provided by federal or state law.





## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** CRITICAL INCIDENT REPORTING

**Policy Number:** CP302

**Effective Date:** 1/1/2020

**Revision Dates:** 3/12/2020

**Reviewed Date:** 6/14/2019; 7/18/2019

**Executive Board Approval Dates:** 11/1/2019

### Policy

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) shall establish a Critical Incident Management System consistent with all applicable laws and shall include policies and procedures for identification of incidents, reporting protocols, and oversight responsibilities.

The SBH-ASO has a Critical Incident Manager responsible for administering the Critical Incident Management System and ensuring compliance with the requirements of the contract with the Health Care Authority (HCA). The SBH-ASO Critical Incident Manager is the Quality and Compliance Manager.

The SBH-ASO shall communicate with the appropriate MCO when the SBH-ASO becomes aware of an incident for a Medicaid Enrollee. Upon request, SBH-ASO will collaborate with the appropriate MCO in reference to such an incident.

### Procedure

SBH-ASO staff, subcontractors, Federally Qualified Health Centers (FQHC), and independent behavioral health providers (Reporters) are to report Critical Incidents involving Individuals receiving SBH-ASO funded services via the SBH-ASO Critical Incident Form:

<https://www.cognitofrms.com/SalishBehavioralHealthOrganization1/SBHASOCriticalIncidentForm>

Reporters shall submit to the SBH-ASO and the SBH-ASO shall submit to the HCA an Individual Critical Incident report for the following Level 1 incidents that occur:

1. To an Individual receiving SBH-ASO funded services, and occurred within a contracted behavioral health facility (inpatient psychiatric, behavioral health agencies), FQHC, or by independent behavioral health provider:
  - a. Abuse, neglect, or sexual/financial exploitation; and

- b. Death.
2. By an Individual receiving SBH-ASO funded services, with a behavioral health diagnosis, or history of behavioral health treatment within the previous 365 days. Acts allegedly committed, to include:
  - a. Homicide or attempted homicide;
  - b. Arson;
  - c. Assault or action resulting in serious bodily harm which has the potential to cause prolonged disability or death;
  - d. Kidnapping; and
  - e. Sexual assault.
3. Unauthorized leave from a behavioral health facility during an involuntary detention, when funded by the SBH-ASO.
4. Any event involving an Individual that has attracted, or is likely to attract media coverage, when funded by the SBH-ASO (the SBH-ASO shall provide the link of the source of the media to HCA, as available).

Reporters shall also submit to the SBH-ASO the following Level 2 incidents involving Individuals receiving SH-ASO funded services:

1. Incidents posing a credible threat to an Individual's safety
2. Suicide and attempted suicide
3. Poisoning/overdoses, unintentional or intention unknown

## Reporting

1. The SBH-ASO will document and track all provider and SBH-ASO Critical Incidents received. This log will include the current open or closed status of the Critical Incident and will be used for required reporting.
2. The SBH-ASO shall report Critical Incidents within one (1) business day of becoming aware of the incident and shall report incidents that have occurred within the last thirty (30) calendar days, with the exception of incidents that have resulted in or are likely to attract media coverage. Media related incidents should be reported to HCA as soon as possible, not to exceed one (1) business day.
3. The SBH-ASO shall report Critical Incidents, follow-up, and actions taken using the HCA Incident Reporting System at <https://fortress.wa.gov/hca/ics/> using the report template within the system. If the system is unavailable the SBH-ASO shall report Critical Incidents to [HCABHASO@hca.wa.gov](mailto:HCABHASO@hca.wa.gov).
4. The SBH-ASO Internal Quality Committee (IQC) will regularly review the status of each open Critical Incident to ensure follow-up investigations and procedure are occurring within contractual time frames and within contractual procedures. General trends will be reviewed at the Quality Assurance and Compliance Committee (QACC). Both committees should consider any actions that can be taken to reduce incidents and follow-up as necessary.

5. The SBH-ASO shall submit a semi-annual report of all Critical Incidents tracked for Individuals receiving SBH-ASO funded services during the previous six (6) months.
  - a. At minimum, the report shall include an analysis of the following incidents:
    - i. Incidents identified through the HCA Incident Reporting System;
    - ii. Incidents posing a credible threat to an Individual's safety;
    - iii. Suicide and attempted suicide; and
    - iv. Poisoning/overdoses, unintentional or intention unknown.
  - b. The following elements shall be included in the analysis:
    - i. How the incident reporting program has been structured and operationalized;
    - ii. The number and types of Critical Incidents and comparisons over time;
    - iii. Trends found in the population (e.g., regional differences, demographic groups, vulnerable population, and other trends the SBH-ASO IQC or QACC deem necessary for additional review).
    - iv. Actions taken by the SBH-ASO to reduce incidents based on the analysis, and other actions taken and why;
    - v. The SBH-ASO's evaluation of how effective our Critical Incident reporting program has been over the reporting period and changes that will be made, as needed.
  - c. The report shall be submitted as a Word document and is due no later than the last business day of January and July for the prior six (6) month period. The January report shall reflect incidents that occurred July through December and the July report shall reflect incidents that occurred January through June.
  - d. The SBH-ASO shall also include a data file of all Critical Incidents from which the analysis is made using a template provided by HCA.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** FRAUD, WASTE, AND ABUSE COMPLIANCE REPORTING STANDARDS **Policy Number:** CP303

**Effective Date:** 1/1/2020

**Revision Dates:** 2/24/2020

**Reviewed Date:** 10/8/19

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

To outline and define the scope, responsibilities, and activities to prevent, detect, and report incidents of Fraud, Waste, and Abuse (FWA). To outline a culture within, and activities conducted by, Salish Behavioral Health Administrative Services Organization (SBH-ASO) to prevent, detect, and report instances of FWA.

### POLICY

All SBH-ASO business shall be conducted in compliance with state and federal requirements and regulations (including the False Claims Act), applicable local laws and ordinances, and the ethical standards/practices of the industry.

### DEFINITIONS

**Abuse:** Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. Abuse involves paying for items or services when there is no legal entitlement to that payment, and the provider has not knowingly or intentionally misrepresented facts to obtain payment.

**Allegation of Fraud:** An unproved assertion, especially relating to wrongdoing or misconduct on the part of the Individual. An Allegation of Fraud is an allegation, from any source, including but not limited to the following:

- Fraud hotline complaints;
- Claims data mining; and

- Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.

Fraud: An intentional deception or misrepresentation made by a person (individual or entity) with the knowledge that the deception could result in some unauthorized benefit to him or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.

Waste: Practices that, directly or indirectly, result in unnecessary costs such as overusing services. Waste is generally not considered to be caused by criminally negligent actions but rather by the misuse of resources.

Fraud, Waste, and Abuse may include but not be limited to:

- Failure to identify, pursue, and document Third Party resources
- Intentional billing for services not performed or improper billing
- Duplicate billing
- Unnecessary or misrepresented services
- Billing individuals for SBH-ASO covered services
- Upcoding
- Unbundling
- Kickbacks
- Evidence of intentional false or altered documents
- Unlicensed or excluded professional or facility at time of service
- Falsification of health care provider credentials or no credentials
- Falsification of agency financial solvency
- Agency management knowledge of fraudulent activity
- Incentives that limit services or referral
- Evidence of irregularities following sanctions for same problem
- Embezzlement and theft

## **PROCEDURE**

### **SBH-ASO Administration**

1. SBH-ASO does not enter into contracts or other arrangements with subcontractors which, directly or indirectly, pay or offer to pay anything of value, be it money, gifts, space, equipment or services, in return for the referral of individuals to SBH-ASO for services paid by any federal health care program.
2. SBH-ASO does not approve, cause claims, nor allow encounter data to be transmitted or submitted to any federal health care program:

- A. For services provided as a result of payments made in violation of (1.) above.
  - B. For services that are not reasonable and necessary.
  - C. For services which cannot be supported by the documentation in the clinical and/or medical record.
3. SBH-ASO does not falsify or misrepresent facts concerning the delivery of services or payment of claims in connection with any federal health care program.
  4. SBH-ASO does not provide incentives to providers to reduce or limit medically necessary behavioral health services to individuals.
  5. SBH-ASO conducts all business with subcontractors at arm's length and pursuant to written contract that will stand up to legal scrutiny with frequent and various monitoring mechanisms.
  6. No SBH-ASO staff or person associated with SBH-ASO prevents or delays the communication of information, or records related to, violation of the SBH-ASO Compliance and Program Integrity Plan (the Plan) to the SBH-ASO Compliance Officer (CO).
  7. The SBH-ASO will not willingly contract with nor retain any subcontractor who has been listed by a state or federal agency as debarred, excluded, or otherwise ineligible for federal or state program participation or whose license had been revoked or suspended. If either of these situations apply or if they become applicable, they must be reported to the SBH-ASO CO as soon as possible.
  8. Ownership disclosure. The SBH-ASO, network agencies, and subcontractors must disclose whether a person (individual or organization) has, or has a relative with, ownership or controlling interest in the organization of 5% or more.
  9. Excluded provider verification is conducted at time of contract execution, hire, or appointment and every month thereafter. This applies to SBH-ASO staff as well as those who are employed by subcontractors. This verification is conducted through the following: the Office of the Inspector General's (OIG) List of Excluded Individuals and Entities (LEIE) query, the System for Award Management (SAM) site, and the Health Care Authority (HCA) and Department of Social and Health Services' (DSHS) provider termination and exclusion lists site (hereafter referred to as the "Exclusion Websites").
  10. SBH-ASO subcontractors must provide to the SBH-ASO CO a monthly written attestation verifying the clear status of their staff using the above sources. The SBH-ASO CO conducts monthly checks on all SBH-ASO staff and board members using the above sources, additional SAM checks on all network subcontractors, and LEIE and state provider termination checks on all individuals with subcontractor ownership or controlling interest.

### Information on Persons Convicted of Crimes

The SBH-ASO includes in its written agreements with all subcontractors and providers requirements that the subcontractor/provider investigate and disclose to the HCA and SBH-ASO, immediately upon becoming aware of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.

### SBH-ASO Compliance Officer and Quality and Compliance Committee

1. The SBH-ASO Compliance Officer (CO) is responsible for overseeing the SBH-ASO Compliance and Program Integrity Plan (the Plan) and coordinating monitoring activities.
2. The SBH-ASO Compliance Officer reports to the SBH-ASO Quality Assurance and Compliance Committee (QACC). The QACC meets quarterly, at a minimum. The CO reports at least annually to the SBH-ASO Advisory and/or Executive Board (the Boards).
  - While the CO generally reports to the QACC, the CO always has the right to directly meet with the Advisory and/or Executive Boards if the circumstances warrant (e.g., in case of QACC inaction).
3. The CO duties include the following with respect to FWA:
  - To oversee and monitor the overall compliance activities of the SBH-ASO, including facilitating the QACC, whose agenda reviews FWA agenda items.
  - Continue to develop the Plan and monitoring activities with the QACC that have SBH-ASO-wide application to the provider entities.
  - To assist the Boards and staff in establishing methods to reduce SBH-ASO vulnerability to FWA.
  - To receive and investigate, with assistance from SBH-ASO legal counsel when needed, reports of possible fraud and abuse violations, per HCA BH-ASO contract.
  - To receive and investigate reports in a timely responsive manner to possible violations of the Plan, per HCA BH-ASO contract.
  - To develop corrective action plans for the SBH-ASO and providers to correct violations and prevent future incidents of noncompliance.
  - To develop policies and programs that encourage employees and contractors to report suspected FWA violations without fear of retaliation.
  - To identify areas where corrective actions are needed and, in consultation with the Boards and legal counsel, develop strategies to improve compliance.

- As a part of the ongoing monitoring and auditing of the Plan, the CO utilizes the QACC to notify the network of changes in laws, regulations, or policies, as necessary, to assure continued compliance.
- Conduct monthly exclusion website screening for SBH-ASO staff, Board members, volunteers/ interns, and subcontractors.
- Subcontractors are required to attest in writing to monthly exclusion screenings. These letters of attestation are tracked by the CO at SBH-ASO.

### **SBH-ASO Fraud, Waste, and Abuse Monitoring**

1. The SBH-ASO detects and prevents FWA through the following activities:
  - SBH-ASO Annual Monitoring Reviews with each subcontractor
    - a. The SBH-ASO audit tool includes a Program Integrity section that reviews various Compliance and Program Integrity activities conducted by a subcontractor.
    - b. The SBH-ASO verifies the Third Party Resources pursued. The SBH-ASO inquires and verifies the provider agency process for pursuing other billing sources.
    - c. As part of the SBH-ASO Annual Monitoring Review, SBH-ASO staff verify the newly hired subcontractor staff have been screened through the Exclusion Websites, as evidenced in at least 10% of personnel files of new hires. Staff verify the screening through a website verification printout located in the personnel file.
  - Internal monitoring and auditing for FWA includes reviewing SBH-ASO financial statements by the State Auditor's Office, , multiple feedback loops through various SBH-ASO committees, and individual sources to receive timely and confidential information. The SBH-ASO staff periodically review SBH-ASO Personnel Policies related to required conduct and disciplinary action.

Examples of specific internal monitoring activities may include, but are not limited to:

- a. Review of Provider Quarterly Financial and Performance Reports
- b. Contracted agencies' annual independent financial audits
- c. SBH-ASO profiling of provider client data
- d.
- e. Ombuds participation and reporting at QACC, and other in-network committees
- f. SBH-ASO Grievance, Appeal, and Adverse Authorization Determination Quarterly Reports



- g. SBH-ASO Utilization Management Monthly Tracking Reports
- h.
- i. Availability of the CO to discuss suspected FWA and help staff accurately assess the likelihood that FWA has occurred.
- j. When fraud and/or abuse is detected, the CO immediately reports the abuse to the appropriate authorities, conducts an investigation of the incident as directed by the HCA BH-ASO contract, and reports the results of the investigation to the QACC and others, as is appropriate.

### **Network Subcontractors Responsibilities**

1. Subcontractors are required to develop internal compliance programs, to include an agency Compliance Plan which compliments the SBH-ASO Plan. Each network agency is required to have a designated agency-level Compliance Officer. The agency designated Compliance Officer is expected to fully participate in the QACC.
2. Subcontractors implement procedures to screen employees and subcontractors to determine whether they have been (1) convicted of a criminal offense related to health care; or (2) listed by a state or federal agency as debarred, excluded, or otherwise ineligible for federal program participation as verified through the Exclusion Websites.
3. Subcontractors found to have a conviction or sanction or found to be under investigation for any criminal offenses related to health care are to be removed from direct responsibility for, or involvement with, SBH-ASO funded services.
4. Subcontractors are required to report all suspected incidents of fraudulent and abusive activities to the CO. See Developing Effective Lines of Communication Section, listed below.
5. Subcontractors are made aware of their obligation to report to SBH-ASO their good faith belief of any possible instances of non-compliance through terms identified in the SBH-ASO contract Statement of Work.
6. Subcontractors certify, and monthly attest, that they do not contract with or employ any individuals who have been identified as federally excluded, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded individuals by any state or federal department or agency.
7. The reporting requirements are referenced in SBH-ASO network subcontracts.

### **SBH-ASO Provided Education and Training**

1. The Plan and reporting requirements are referenced in SBH-ASO contracts. Subcontractors are made aware of their obligation to report to SBH-ASO their good faith belief of any possible instances of non-compliance.
2. SBH-ASO trainings provide information and educate staff and subcontractors to report suspected violations of the Plan without fear of retaliation.

3. The SBH-ASO will notify subcontractors of applicable fraud and abuse training opportunities offered through Centers for Medicare and Medicaid, Medicaid Fraud Control Division (MFCD), HCA, or of other Compliance-related trainings.
4. The Plan and related policies are made available to all SBH-ASO staff and subcontractors. These documents are reviewed at least annually by the QACC and are available through the SBH-ASO website.
5. The CO provides training to the SBH-ASO staff, governing boards, and subcontractors. The SBH-ASO training curriculum addresses the following:
  - a. The SBH-ASO's commitment to compliance with all laws, regulations, and guidelines of federal and state programs.
  - b. The elements of the Plan and related policies.
  - c. An overview of what constitutes FWA in a managed care environment.
  - d. A review of the specific state contract requirements applicable to SBH-ASO business.
  - e. Responsibilities to report violations.
  - f. Various options of where and how to report violations.
  - g. The consequences of failing to comply with applicable laws.
6. The CO is available to co-facilitate network agency trainings with the agency designated Compliance Officers. These trainings cover the above curriculum, as well as the network agency Compliance Plan and related policies and procedures. Subcontractors are responsible for documenting the training dates and employees that attended.

### **Developing Effective Lines of Communication**

1. An open line of communication between the CO and staff or others associated with the SBH-ASO is critical to the successful implementation and operation of the Plan.
  - All staff and persons associated with the SBH-ASO have a duty to report all incidents of abuse and fraudulent activities, suspected or otherwise, to the CO or to the HCA Office of Medicaid Eligibility and Policy (OMEP). The SBH-ASO trainings provide information to encourage staff and subcontractors to report suspected violations of the Plan without fear of retaliation.
2. As outlined in the SBH-ASO training curriculum and widely distributed information material, an Individual may use any of the following mechanisms to report incidents of suspected violation(s):
  1. In person, to the SBH-ASO CO, Richelle Jordan
  2. Calling the CO directly at (360) 307-4274 or (800) 525-5637
  3. By faxing the CO at (360) 337-5721

4. By e-mailing the CO at [rjordan@co.kitsap.wa.us](mailto:rjordan@co.kitsap.wa.us)
5. By calling, on an anonymous basis, the SBH-ASO Office at (360) 307-4274 or (800) 525-5637
6. By mailing a written concern to the CO:  
SBH-ASO Compliance Officer  
Salish Behavioral Health Administrative Services  
Organization  
614 Division St. MS-23  
Port Orchard, WA 98366
7. Calling OMEP at 360-725-0934 and leaving a detailed message
8. Mailing a written complaint to:  
Health Care Authority  
Attn: OMEP  
P.O. Box 45534  
Olympia, WA 98504-5534
9. Entering the complaint online at:  
<https://wadshs.libera.com/Sys7CMSPortal-FCMS-WA/fraud/report.aspx>
10. Faxing the written complaint to Washington Apple Health Eligibility Fraud at 360-725-1158
11. Emailing the complaint electronically  
[WAEligibilityfraud@hca.wa.gov](mailto:WAEligibilityfraud@hca.wa.gov)
12. In addition, any person may seek guidance with respect to the Plan or the procedures contained in this policy at any time by following the same reporting mechanisms outlined above.

#### **REFERRING OF ALLEGATIONS OF POTENTIAL FRAUD AND INVOKING PROVIDER PAYMENT SUSPENSIONS**

The SBH-ASO maintains policies and procedures for referring all identified allegations of potential Fraud to HCA and MFCD, and for provider payment suspensions. When HCA notifies the SBH-ASO that a credible Allegation of Fraud exists, the SBH-ASO shall follow the provisions for payment suspension contained in this Section.

When the SBH-ASO has concluded that an allegation of potential Fraud exists, the SBH-ASO shall make a Fraud referral to MFCD and HCA within five (5) Business Days of the determination. The referral must be emailed to HCA at [ProgramIntegrity@hca.wa.gov](mailto:ProgramIntegrity@hca.wa.gov) and emailed to MFCD at [MFCUreferrals@atg.wa.gov](mailto:MFCUreferrals@atg.wa.gov). The SBH-ASO shall report using the WA Fraud Referral Form.

When HCA determines the SBH-ASO's referral of potential Fraud is a credible Allegation of Fraud, HCA shall notify the SBH-ASO's compliance officers:

- To suspend provider payments, in full, in part, or if a good cause exception exists to not suspend. Unless otherwise notified by HCA to suspend payment, the SBH-ASO shall not suspend payment of any provider(s) identified in the referral.
- Whether the MFCD, or other law enforcement agency, accepts or declines the referral.
  - If MFCD, or other law enforcement agency accepts the referral, the SBH-ASO must "stand-down" and follow the requirements in the Investigation subsection of this section.
  - If HCA, MFCD, or other law enforcement agency decline to investigate the potential Fraud referral, the SBH-ASO may proceed with its own investigation and comply with the reporting requirements in the Reporting section, below.

Upon receipt of payment suspension notification from HCA, the SBH-ASO shall send notice of the decision to suspend program payments to the provider within five (5) calendar days of HCA's notification to suspend payment, unless the MFCD or other law enforcement agency requests a temporary withhold of notice.

The notice of payment suspension must include or address all of the following:

- State that payments are being suspended in accordance with this provision.
- Set forth the general allegations identified by HCA. The notice should not disclose any specific information concerning an ongoing investigation.
- State that the suspension is for a temporary period and cite suspension will be lifted when notified by HCA that it is no longer in place.
- Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and
- Where applicable and appropriate, inform the provider of any Appeal rights available to this provider, along with the provider's right to submit written evidence for consideration by the SBH-ASO.

All suspension of payment actions under this Section will be temporary and will not continue after either of the following:

- The SBH-ASO is notified by HCA, MFCD, or other law enforcement agency that there is insufficient evidence of Fraud by the provider; or
- The SBH-ASO is notified by HCA, MFCD, or other law enforcement agency that the legal proceedings related to the provider's alleged Fraud are completed.

The SBH-ASO must document in writing the termination of a payment suspension and issue a notice of the termination to the provider and send a copy to HCA.

HCA may find that good cause exists not to suspend payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible Allegation of Fraud if any of the following are applicable:

- MFCD or other law enforcement agency have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
- Other available remedies are available to the SBH-ASO, after HCA approves the remedies as more effective or timely to protect Medicaid funds.
- HCA determines, based upon the submission of written evidence by the SBH-ASO, individual or entity that is the subject of the payment suspension, there is no longer a credible Allegation of Fraud and that the suspension should be removed. HCA shall review evidence submitted by the SBH-ASO or provider. The SBH-ASO may include a recommendation to HCA. HCA shall direct the SBH-ASO to continue, reduce, or remove the payment suspension within thirty (30) calendar days of having received the evidence.
- Individual's access to items or services would be jeopardized by a payment suspension because of either of the following:
  - An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
  - The individual or entity serves a large number of Individuals within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
- MFCD or law enforcement agency declines to certify that a matter continues to be under investigation.
- HCA determines that payment suspension is not in the best interests of the Medicaid program.

The SBH-ASO shall maintain for a minimum of six (6) years from the date of issuance all materials documenting:

- Details of payment suspensions that were imposed in whole or in part; and
- Each instance when a payment suspension was not imposed or was discontinued for good cause.

If the SBH-ASO fails to suspend payments to an entity or individual for whom there is a pending investigation of a credible Allegation of Fraud without good cause, and HCA directed the SBH-ASO to suspend payments, HCA may impose sanctions in accordance with the Sanctions Subsection of this Contract.

If any government entity, either from restitutions, recoveries, penalties, or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity or individual, the entirety of such monetary recovery belongs exclusively to the state of Washington and the SBH-ASO and any involved subcontractor have no claim to any portion of this recovery.

Furthermore, the SBH-ASO is fully subrogated, and shall require its Subcontractors to agree to subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all

claims the SBH-ASO or subcontractor has or may have against any entity or individual that directly or indirectly receives funds under this Contract including, but not limited to, any Health Care Provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services.

Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.

For the purposes of this Section, “subrogation” means the right of any state of Washington government entity or local law enforcement to stand in the place of the SBH-ASO or client in the collection against a third party.

## **REPORTING**

All Program Integrity reporting to HCA shall be in accordance with the Notices provisions of the General Terms and Conditions of the BH-ASO contract with HCA unless otherwise specified herein.

The SBH-ASO shall submit to HCA a report of any recoveries made or overpayments identified by the SBH-ASO during the course of their claims review/analysis. The SBH-ASO is responsible for investigating Individual Fraud, waste, and abuse. If the SBH-ASO suspects Client/member/Enrollee Fraud:

- The SBH-ASO shall notify and submit all associated information of any alleged or investigated cases in which the SBH-ASO believes there is a serious likelihood of Fraud by an Individual to the HCA Office of Medicaid Eligibility and Policy (OMEP) by any of the following:
  - Sending an email to [WAEligibilityfraud@hca.wa.gov](mailto:WAEligibilityfraud@hca.wa.gov);
  - Calling OMEP at 360-725-0934 and leaving a detailed message;
  - Mailing a written referral to:  
Health Care Authority  
Attn: OMEP  
P.O. Box 45534  
Olympia, WA 98504-5534
  - Faxing the written complaint to Washington Apple Health Eligibility Fraud at 360-725-1158.

The SBH-ASO shall notify and submit all associated information of any alleged or investigated cases in which the SBH-ASO believes there is a serious likelihood of provider Fraud by an individual or group using the WA Fraud Referral Form within five (5) Business Days from the date of determining an allegation of potential Fraud exists.

The SBH-ASO shall submit to HCA on occurrence a list of terminations report including BHAs terminated due to sanction, invalid licenses, services, billing, data mining,

investigation and any related Program Integrity termination. If the Salish BH-ASO has nothing to report, the report will so state. The Salish BH-ASO shall send the report electronically to HCA at [hcamcprograms@hca.wa.gov](mailto:hcamcprograms@hca.wa.gov) with subject "Program Integrity Monthly list of Terminations Report." The report must include all of the following:

1. Individual BHA/entity's name;
2. Individual BHA/entity's NPI number;
3. Source of termination;
4. Nature of the termination; and
5. Legal action against the individual/entity.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** THIRD-PARTY LIABILITY AND COORDINATION OF BENEFITS

**Policy Number:** FI502

**Effective Date:** 1/01/2020

**Revision Dates:** 2/19/2020

**Reviewed Date:** 7/16/2019

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

To assure that Salish Behavioral Health Administrative Services Organization (SBH-ASO) pursues Third Party Resources and uses those Resources to support the Public Behavioral Health System and to ensure that Medicaid, State, and Federal funding are the payer of last resort; that individual benefits are appropriately funded, and to utilize the Contract monitoring process to ensure that Network Providers are adhering to the policy.

### DEFINITIONS

**Third Party Resources:** Those resources other than Medicaid that can be used to pay for services prior to the billing of Medicaid for Medicaid eligible clients. For non-Medicaid clients it is Medicare and private insurance and/or personal resources for people of means.

**Coordination of Benefits(COB):** Those activities undertaken by the SBH-ASO and Network Providers to ensure that appropriate client benefits are properly funded using all available resources.

### POLICY

1. SBH-ASO and its Providers shall not refuse or reduce services provided under the Health Care Authority (HCA) BH-ASO contract solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable coordination of benefits (COB) rules in WAC 284-51.



2. Attempt to recover any third-party resources available to Individuals and make all records pertaining to COB collections for Individuals available for audit and review.
3. SBH-ASO will comply with HCA and Managed Care Organization (MCO) contract requirements regarding the need to identify, pursue, and record third-party liability in accordance with Medicaid being the payer of last resort. SBH-ASO will comply with HCA contract requirements regarding sliding scale service fees. Individual's benefits are funded through all available third-party resources with Medicaid, with state and federal funding being billed as a last resort.
4. SBH-ASO will pay claims for contracted services when probable third-party liability has not been established or the third-party benefits are not available to pay a claim at the time it is filed.
5. SBH-ASO will coordinate with out-of-network providers with respect to payment to ensure the cost to Individuals is no greater than it would be if the services were furnished within the network.
6. SBH-ASO will communicate the requirements of this Policy to Providers that provide services under the terms of the HCA BH-ASO contract, and assure compliance with them.
7. SBH-ASO will ensure subcontracts require the pursuit and reporting of all third-party revenue related to services provided under the HCA BH-ASO contract, including pursuit of Fee-for-Service Medicaid funds provided for AI/AN individuals who did not opt into managed care.
8. All funds recovered from third-party resources are treated as a reduction of expenses paid and are used to support the public Behavioral Health system.
9. SBH-ASO and Network Providers remedy issues concerning service discrimination, if such issues surface.

## **PROCEDURE**

1. The SBH-ASO provider network subcontracts include the requirement to identify, pursue and record third-party resources. This required subcontractor process is subject to monthly certification.
2. When an individual has alternative payer sources, the explanation of benefits (EOBs) statement from the alternative payer can be reviewed to verify the denial of payment from this payer.
3. SBH-ASO provider network subcontractors shall pursue third party resources. SBH-ASO subcontractors shall bill applicable insurance companies prior to billing SBH-ASO and provide documentation upon request.

4. All third-party collections related to SBH-ASO services will be submitted to or adjudicated with the SBH-ASO within 45 calendar days from the date the provider receives the third-party reimbursement.
5. SBH-ASO will develop and provide appropriate training to subcontractors on this policy.
6. SBH-ASO Network Provider subcontracts will include the requirement to attend applicable SBH-ASO sponsored trainings.
7. During provider administrative contract monitoring, a sampling of third-party collections and potential collections will be reviewed to determine if individuals' benefits were funded appropriately and to determine if those funds were accounted for properly.
8. If through the financial review, periodic chart review or other areas observed during the contract monitoring, any issues are identified concerning appropriate funding of individual benefits, the contractor must address such issues immediately and a Corrective Action Plan will be provided to SBH-ASO within 30 calendar days that details how the issues were resolved. SBH-ASO will follow-up periodically, to ensure that the Corrective Action Plan was fully implemented.
9. SBH-ASO will ensure it collects signed and certified third-party reports from providers quarterly and properly reports the information to HCA.

### **Sliding Scale Service Fees**

SBH-ASO shall not deny the provision of Crisis Services, Involuntary Evaluation and Treatment (E&T) services, Involuntary Treatment Act (ITA) services or Substance Use Disorder involuntary commitment services to Individuals based on ability to pay. SBH-ASO Providers must develop and implement a sliding fee schedule for Individuals that takes into consideration an Individual's circumstances and ability to pay. The fee schedule must be reviewed and approved by the SBH-ASO. SBH-ASO will ensure providers with sliding scale fee policies adhere to these requirements:

1. Put the sliding fee schedule in writing that is non-discriminatory;
2. Include language in the sliding fee schedule that no individual shall be denied services due to inability to pay;
3. Provide signage and information to Individuals to educate them on the sliding fee schedule;
4. Protect Individual's privacy in assessing fees;
5. Maintain records to account for each Individual's visit and any charges incurred;
6. Charge Individuals at or below 100% of Federal Poverty Level (FPL) a nominal fee or no fee at all;
7. Develop at least three (3) incremental amounts on the sliding fee scale for Individuals between 101-220% FPL.

### **Cost Sharing Assistance**

SBH-ASO may use block grant funds to help individuals satisfy cost-sharing requirements for Substance Use Block Grant (SABG) authorized SUD services or Mental Health Block Grant (MHBG) authorized mental health services. SBH-ASO shall ensure that:

1. The provider is a recipient of block grant funds;

2. Cost-sharing is for a block grant authorized services;
3. Payments are in accordance with SABG or MHBG laws and regulations;
4. Cost-sharing payments are made directly to the provider of the service; and
5. A report is provided to HCA upon request that identifies:
  - a. The number of individuals provided cost-sharing assistance
  - b. The total dollars paid out for cost-sharing; and
  - c. Providers who received cost-sharing funds.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** DEFINITIONS FOR POLICIES GOVERNING PROTECTED HEALTH INFORMATION (PHI)

**Policy Number:** PS901

**Effective Date:** 1/1/2020

**Revision Date(s):**

**Reviewed Date:**

**Executive Board Approval Dates:**

### PURPOSE

This policy addresses definitions for Salish Behavioral Health Administrative Services Organization (SBH-ASO) policies relating to Protected Health Information (PHI).

### DEFINITIONS

1. **Act** means the Social Security Act.
2. **ANSI** stands for the American National Standards Institute.
3. **Authorized Representative** means a personal representative who is authorized under Health Insurance Portability and Accountability Act (HIPAA), State Law, or other law to act on behalf of an Individual in making decisions related to Health Care. This includes a court-appointed guardian and a person with a Power of Attorney that extends to Health Care decisions but may also include other persons such as the parent, guardian, or person acting in loco parentis of an unemancipated minor.
4. **Breach Notification Rule** means the Notification of Unsecured Protected Health Information (PHI) standards promulgated to implement HIPAA, as may be amended from time to time.
5. **Breach of Unsecured PHI** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the security or privacy of the PHI, subject to certain exceptions. An analysis must be performed to determine whether notification of an event affecting PHI is required.

6. **Business Associate** means any person or entity (other than in the capacity of Workforce) who:

6.1 **Activities on Behalf of a Covered Entity Involving PHI.** On behalf of a Covered Entity (or Organized Health Care Arrangement in which a Covered Entity participates) creates, receives, maintains or transmits PHI for a function or activity regulated by HIPAA, including claims processing or administration, data analysis, processing, or administration, utilization review, quality assurance, patient safety activities, billing, benefit management, practice management and repricing;

6.2 **Services Involving PHI.** Provides to a Covered Entity (or Organized Health Care Arrangement in which a Covered Entity participates) legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services involving the Disclosure of PHI from the Covered Entity or Organized Health Care Arrangement; and/or

6.3 **Specified Entity.** Is: (a) health information organization, e-prescribing gateway or other person that provides data transmission services with respect to PHI and requires access on a routine basis to the PHI; (b) a person who offers a personal health record to Individuals on behalf of a Covered Entity; and/or (c) a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a Business Associate.

6.4 **Exclusions.** Is not: (a) Health Care Provider (for Treatment purposes); (b) a sponsor of a Health Plan (for Health Plan activities in compliance with HIPAA); (c) a government agency (for determining eligibility for or enrollment in a government Health Plan); or (d) a Covered Entity performing services on behalf of the Organized Health Care Arrangement in which it is participating.

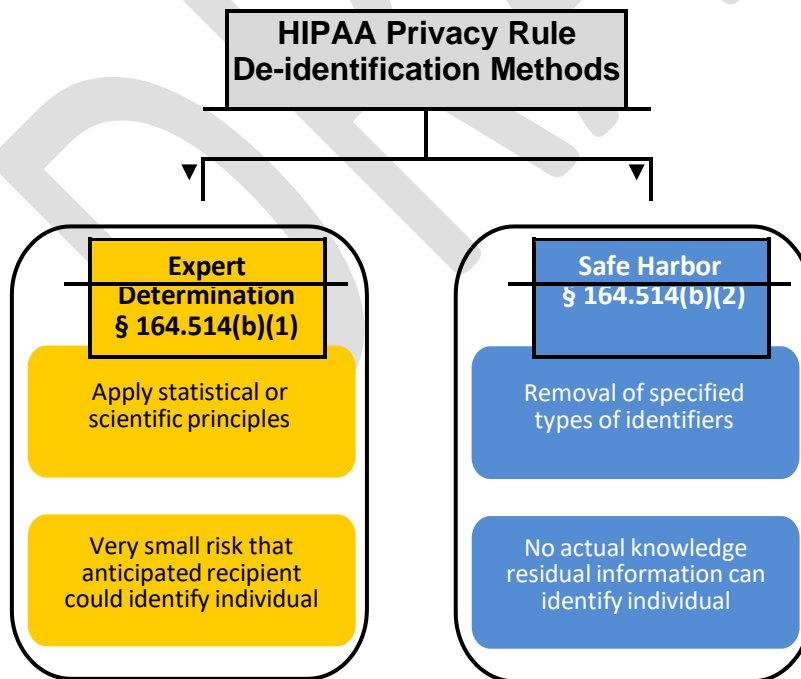
6.5 **Examples.** Salish BH-ASO acts as a Business Associate for its Upstream Covered Entities. Additionally, Salish BH-ASO contracts with Subcontractor Business Associates.

7. **Business Associate Agreement or BAA** means the satisfactory written assurance from a Business Associate to permit the Business Associate to create, receive, maintain, or transmit PHI on behalf of a Covered Entity or upstream Business Associate. A BAA, in part, establishes the Business Associate's: permitted or required uses and disclosures of PHI; obligations to safeguard PHI; and facilitation of the rights of Individuals with respect to PHI. At a minimum, the BAA must contain the language required by HIPAA for a BAA. A BAA may take many forms including a stand-alone contract,

addendum to a service contract, or amendment to a contract. SBH-ASO, at times, will be contracting both with Business Associates and as a Business Associate.

8. **Code Set** means any set of codes used to encode Data Elements, such as tables of terms, medical concepts, medical diagnostic codes, or medical procedure codes. A Code Set includes the codes and the descriptors of the codes.
9. **Code Set Maintaining Organization** means an organization that creates, and maintains the Code Sets adopted by the Secretary for use in the transactions for which Standards are adopted in this part.
10. **Common Control** exists if an entity has the power, directly or indirectly, significantly to influence or direct the actions or policies of another entity.
11. **Common Ownership** exists if an entity or entities possess an ownership or equity interest of 5 percent or more in another entity.
12. **Correctional Institution** means any penal or correctional facility, jail, reformatory, detention center, work farm, halfway house, or residential community program center operated by, or under contract to, the United States, a state, a territory, a political subdivision of a state or territory, or an Indian tribe, for the confinement or rehabilitation of persons charged with or convicted of a criminal offense or other persons held in lawful custody. Other persons held in lawful custody includes: juvenile offenders adjudicated delinquent, aliens detained awaiting deportation, persons committed to mental institutions through the criminal justice system, witnesses, or others awaiting charges or trial.
13. **Covered Entity** means one (1) of the following entities, which must comply with HIPAA: (a) Health Care Provider that electronically transmits any HIPAA-covered Transaction (usually related to electronic billing); (b) Health Plan; and/or (c) Health Care Clearinghouse.
14. **Covered Functions** means those functions of a Covered Entity, the performance of which makes the entity a Covered Entity (e.g., a Health Plan, Health Care Provider, or Health Care Clearinghouse).
15. **Data Aggregation** means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the Health Care Operations of the respective Covered Entities.

16. **Data Use Agreement** means the written assurances that must be provided by a recipient of a Limited Data Set. A Data Use Agreement, at a minimum, must contain the language required by the Privacy Rule.
17. **Data Condition** means all the Data Elements and Code Sets inherent to a Transaction, and not related to the Format of the Transaction. Data Elements that are related to the Format are not Data Content.
18. **Data Content** means all the Data Elements and Code Sets inherent to a Transaction, and not related to the Format of the Transaction. Data Elements that are related to the Format are not Data Content.
19. **Data Element** means the smallest named unit of information in a Transaction.
20. **Data Set** means a semantically meaningful unit of information exchanged between two parties to a Transaction.
21. **De-Identified Data or De-Identification** means health information that does not identify an Individual and with respect to which there is no reasonable basis to believe the information can be used to identify an Individual. To constitute De-Identified Data, the Covered Entity or Business Associate must meet one (1) of the two (2) De-Identification standards, which are depicted below:



22. **Descriptor** means the text defining a code.
23. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is used for or constitutes:
- 23.0 **Health Care Provider Records.** The medical records and billing records about Individuals maintained by or for a covered Health Care Provider;
  - 23.1 **Health Plan Records.** The enrollment, payment, claims adjudication and case or medical management systems maintained by or for a Health Plan; or
  - 23.2 **For Decisions.** The PHI used, in whole or in part, by or for the Covered Entity to make decisions about Individuals.
  - 23.3 **Definition of Record.** For purposes of this definition paragraph, the term “record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.
24. **Direct Data Entry** means the direct entry of data (for example, using dumb terminals or web browsers) that is immediately transmitted into a Health Plan's computer.
25. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
26. **Electronic Media** means the mode of electronic transmission. It includes the Internet (wide open), Extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.
27. **Financial Remuneration** means, for Marketing purposes, direct or indirect payment from or on behalf of a third-party whose product or service is being described. Direct or indirect payment does not include any Payment for Treatment of an Individual.
28. **Format** refers to those Data Elements that provide or control the enveloping or hierarchical structure, or assist in identifying Data Content of, a Transaction.
29. **Group Health Plan** means an employee welfare benefit plan, including insured and self-insured plans, to the extent the plan provides medical care, including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that: (a) has 50 or more participants; or (b) is administered by an entity other than the employer that established and maintains the plan.
- NOTE:** A Group Health Plan is an umbrella term, encompassing a number of



different kinds of employer-provided benefit plans. Most private-sector group health plans are covered by the Employee Retirement Income Security Act (ERISA), which commonly are referred to as “ERISA plans.” Examples of group health plans include, but are not limited to:

1. A group health plan that is covered by health insurance;
2. A self-insured health plan; or
3. A self-insured medical reimbursement plan.

See also, Section 21 (definition of Health Plan); § 3(1) of ERISA, 29 USC §1002(1); and § 2791(a)(2) of the Public Health Service (PHS) Act, 42 USC 300gg-91(a)(2).

30. **HCFA** stands for Health Care Financing Administration within the Department of Health and Human Services referred to as CMS (Centers for Medicare and Medicaid Services).
31. **HCPCS** stands for Health [Care Financing Administration] Common Procedure Coding System.
32. **Health Care** means care, services, or supplies furnished to an Individual and related to the health of the Individual. Health Care includes the following:
  - 32.0 **Care and Services.** Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an Individual or that affects the structure or function of the body; and
  - 32.1 **Drug, Device, or Equipment.** Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
33. **Health Care Clearinghouse** means a public or private entity, including a billing service repricing company, community health management information system or community health information system, and “value-added” networks and switches that does either of the following functions:
  - 33.0 Processes or facilitates the processing Health Information received from another entity in a nonstandard Format or containing nonstandard Data Content into Standard Data Elements or a Standard Transaction.
  - 33.1 Receives a Standard Transaction from another entity and processes or facilitated the processing of Health Information into nonstandard Format or nonstandard Data Content for a receiving entity.
34. **Health Care Component** has the following meaning:
  - 34.1 Component of a Covered Entity that performs Covered Functions are part of the Health Care Component.

34.2 Another component of the Covered Entity is part of the entity's health care component to the extent that:

- It performs, with respect to a component that performs Covered Functions, activities that would make such other component a Business Associate of the component that performs Covered Functions if the two components were separate legal entities; and
- The activities involve the Use or Disclosure of Protected Health Information that such other component creates or receives from or on behalf of the component that performs Covered Functions.

35. **Health Care Operations** means any of the following activities of the Covered Entity to the extent the activities are related to Covered Functions and any of the following activities of an Organized Health Care Arrangement in which the Covered Entity participates:

- 35.0 **Quality Assessment and Improvement.** Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, as long as the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from the activities, population-based activities relating to improving health or reducing Health Care costs, protocol development, case management and care coordination, contacting of Health Care Providers and Individuals with information about Treatment alternatives and related functions that do not include Treatment;
- 35.1 **Professional Competence or Qualifications.** Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, Health Plan performance, conducting training programs in which students, trainees, or practitioners in areas of Health Care learn under supervision to practice or improve their skills as Health Care Providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
- 35.2 **Underwriting.** Underwriting, premium rating and other activities relating to the creation, renewal, or replacement of a contract of health insurance or health benefits and ceding, securing, or placing a contract for reinsurance of risk relating to claims for Health Care (including stop-loss insurance and excess of loss insurance). (Note: the requirements of 45 CFR §164.514(g) must be met, if applicable);
- 35.3 **Medical, Legal, and Auditing Review.** Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- 35.4 **Business Planning.** Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and

- 35.5 **Business Management.** Business management and general administrative activities of the entity, including, but not limited to:
- 35.5.1 Management activities relating to implementation of and compliance with the requirements of the HIPAA Privacy Rule;
  - 35.5.2 Customer service, including the provision of data analyses for policyholders, plan sponsors, or other customers, as long as PHI is not disclosed to the policyholder, plan sponsor, or customer;
  - 35.5.3 Resolution of internal grievances;
  - 35.5.4 Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a Covered Entity or, following completion of the sale or transfer, will become a Covered Entity; and
  - 35.5.5 Creating De-Identified Data, fundraising for the benefit of the Covered Entity and Marketing for which an Individual authorization is not required as described in §164.514(e)(2), subject to applicable de-identification requirements of §164.514. See also, Section 10 of this policy (definition of De-Identified Data) and Policy 2503.00: De-Identification and Limited Data Sets.

36. **Health Care Provider** means:

36.1 A “provider of services,” which includes a hospital, critical access hospital, skilled nursing facility, comprehensive outpatient rehabilitation facility, home health agency, or hospice program;

36.2 A provider of “medical or health services,” which includes: physician services; “incident to” services, hospital services, outpatient physical and occupational medicine services, diagnostic services, rural health clinic services, home dialysis supplies, equipment and services, antigens, physician assistant and nurse practitioner services, blood clotting factors, immunosuppression therapy, physician assistant services, certified midwife services, qualified psychologist services, clinical social worker services, erythropoietin, prostate cancer screen tests, oral anti-cancer drugs, colorectal screening tests, diabetes outpatient self-management training, anti-emetic to accompany chemotherapy, glaucoma screening, medical nutrition therapy services, initial preventative physical examination, cardiovascular screening blood tests, diabetes screening tests, intravenous immune globin, ultrasound screening, other preventive services, cardiac rehabilitation, kidney disease education, personalized prevention plan and home infusion; diagnostic x-rays; x-ray, radium and radioactive isotope therapy; surgical dressings, splints and casts; durable medical equipment; ambulance services; prosthetic devices; braces and artificial limbs and eyes; pneumococcal vaccine; certified registered nurse anesthetist services; certain custom molded shoes; screening mammography; pap smear and screening pelvic exam; and bone mass measurement; or

36.3 Any other person or organization who bills or is paid for Health Care in the normal course of business. See, §1861(u) of the Social Security Act, 42 USC § 1395x(u)].

37. **Health Insurance Issuer** means an insurance company, insurance service, or insurance organization (including an HMO) that is licensed to engage in the business of insurance in a state and is subject to State Law that regulates insurance. A Health Insurance Issuer does not include a Group Health Plan. See § 2791(b)(2) of the Public Health Service Act, 42 USC 300gg-91(b)(2).

38. **Health Maintenance Organization or HMO** is a health insurance provider with a network of contracted Health Care Providers and facilities. Subscribers pay a fee for access to services within the HMO's network. Typically, an HMO develops its network by contracting primary care physicians (e.g., internists and family doctors), specialists (e.g., cardiologists and ophthalmologists), and clinical facilities (e.g., hospitals and specialty clinics). The HMO agrees to pay these parties specific levels of compensation for a range of services they provide to its subscribers. In return for a monthly fee, or premium, subscribers are granted access to providers inside the network at no additional cost. Subscribers may access services outside the network with the HMO's approval but may need to pay for part of the services. See, §2791 of the Public Health Service Act (PHS), 42 USC § 300gg-91(b)(3). See also, RCW 48.46.020 (13) (HMO means any organization that provides comprehensive health care services to enrolled participants of such organization on a group practice per capita prepayment basis or on a prepaid individual practice plan, except for an enrolled participant's responsibility for copayments and/or deductibles, either directly or through contractual or other arrangements with other institutions, entities, or persons, and which qualifies as a Health Maintenance Organization pursuant to RCW 48.46.030 and 48.46.040.).

39. **Health Oversight Agency** means an agency or authority of the United States, a state, a territory, a political subdivision of a state or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of the public agency or its contractors or persons or entities to whom it has granted authority, that is authorized by law to oversee the health care system (whether public or private) or government programs in which Health Information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which Health Information is relevant.

40. **Health Plan** means an individual or group plan that provides, or pays the cost of, medical care. A Health Plan is an entity that provides, offers, or arranges for coverage of designated health services needed by plan members for a fixed,

prepaid premium. SBH-ASO treats itself as a Health Plan.

- 40.0 **Inclusion.** Health Plan includes the following, singly, or in combination:
- 40.0.1 A Group Health Plan, as defined in Section 14 of this policy.
  - 40.0.2 A Health Insurance Issuer, as defined in Section 37 of this policy.
  - 40.0.3 An HMO, as defined in Section 38 of this policy.
  - 40.0.4 Part A or Part B of the Medicare program under Title XVIII of the Social Security Act.
  - 40.0.5 The Medicaid program under Title XIX of the Social Security Act, 42 USC §1396 et seq. In Washington State, Medicaid is called “Apple Health.” Apple Health provides preventative care, like cancer screenings, treatment for diabetes and high blood pressure and many other Health Care services.
  - 40.0.6 An issuer of a Medicare supplemental policy [as defined in §1882(g)(1) of the Social Security Act, 42 USC §1395ss(g)(1)].
  - 40.0.7 An issuer of a long-term care policy, excluding a nursing home fixed- indemnity.
  - 40.0.8 An employee welfare benefit plan or any other arrangement that is established or maintained for the purpose of offering or providing health benefits to the employees of two (2) or more employers.
  - 40.0.9 The Health Care program for active military personnel under Title 10 of the USC.
  - 40.0.10 The Veterans Health Care Program under 38 USC Chapter 17.
  - 40.0.11 The Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), as defined in 10 USC §1072(4).
  - 40.0.12 The Indian Health Service program under the Indian Health Care Improvement Act (25 USC §1601 et seq.).
  - 40.0.13 The Federal Employees Health Benefit Program under 5 USC §8902 et seq.
  - 40.0.14 An approved state child health plan under Title XXI of the Social Security Act, providing benefits that meet the requirements of §2103 of the Act, 42 USC §1397 et seq.
  - 40.0.15 The Medicare + Choice program under Part C of Title XVIII of the Social Security Act, 42 USC §§1395w-21 through 1395w-28.
  - 40.0.16 A high-risk pool that is a mechanism established under State law to provide health insurance coverage or comparable coverage to eligible Individuals.
  - 40.0.17 Any other individual or group plan, or combination of individual or group plans, that provides or pays for the cost of medical care [as defined in §2791(a)(2) of the PHS Act, 42 USC §300gg-91(a)(2)].

- 40.1 **Exclusions.** The definition of “Health Plan” excludes:
- 40.1.1 Benefits that are generally not health coverage (e.g., life insurance, automobile insurance, liability insurance, workers compensation and accidental death and dismemberment coverage). These benefits are excepted in all circumstances. See, §2791(c)(1) of the Public Health Services (PHS) Act, §733(c)(1) of ERISA and §9832(c)(1) of the Internal Revenue Code (IRC).
- 40.1.2 Any policy, plan, or program to the extent it provides or pays for the cost of, excepted benefits, which may include: limited scope vision or dental benefits and benefits for long-term care, nursing home care, home health care, or community-based care. To be excepted under the excepted benefits category, the benefits must either:
1. be provided under a separate policy, certificate, or contract of insurance; or
  2. otherwise not be an integral part of a Group Health plan, whether insured or self-insured. See, §2791(c)(2)(C) of the PHS Act, §733(c)(2)(C) of ERISA, and §9832(c)(2)(C) of the IRC.
- 40.1.3 Non-coordinated excepted benefits, which include both coverage for only a specified disease or illness (such as cancer-only policies) and hospital indemnity or other fixed indemnity insurance. These benefits are excepted only if all of the following conditions are met:
1. the benefits are provided under a separate policy, certificate, or contract of insurance;
  2. there is no coordination between the provision of the benefits and any exclusion of benefits under any Group Health Plan maintained by the same plan sponsor; and
  3. the benefits are paid with respect to any event without regard to whether benefits are provided under any Group Health Plan maintained by the same plan sponsor. See, §2722(c)(2) of the PHS Act, §732(c)(2) of ERISA, and §9831(c)(2) of the IRC.
- 40.1.4 Supplemental excepted benefits if they are provided under a separate policy, certificate or contract of insurance and are Medicare supplemental health insurance (Medigap), TRICARE supplemental programs or “similar supplemental coverage” provided to coverage under a Group Health Plan. Although not specifically defined, “similar supplemental coverage” provided to coverage under a Group Health Plan would include the coverage specifically designed to fill gaps in primary coverage, such as coinsurance or deductibles. See §2791(c)(4) of the PHS Act, §733(c)(4) of ERISA, and

§9832(c)(4) of the IRC.

- 40.1.5 A government funded program other than above referenced programs in §21.1 of this Policy:
1. Whose principal purpose is other than providing or paying the cost of, Health Care; or
  2. Whose principal activity is:
    - the direct provision of health care to persons; or
    - the making of grants to fund the direct provision of Health Care to persons.

41. **HHS** stands for the Department of Health and Human Services.
42. **HIPAA** refers to the Health Insurance Portability and Accountability Act (HIPAA) which was passed in 1996 as part of Congressional Response to the breach of confidentiality of Individuals protected health information.
43. **HITECH** refers to the Health Information Technology for Economic and Clinical Health.
44. **Human Subjects Regulations** means regulations in 45 CFR 46 (Protection of Human Subjects) referring to all Research involving human subjects conducted, supported, or otherwise subject to regulation by any federal department or agency that takes appropriate administrative action to make the policy applicable to the research. This includes Research conducted by federal civilian employees or military personnel, except each department or agency head may adopt procedural modifications as may be appropriate from an administrative standpoint. It also includes Research conducted, supported, or otherwise subject to regulation by the federal government outside the United States. For additional information and illustrations concerning Human Subjects Research regulations, please see: <https://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/index.html#46.201>.
45. **Hybrid Entity** means a single legal entity that is a Covered Entity and whose Covered Functions are not its primary functions.
46. **Implementation Specification** means the specific requirements or instructions for implementing a Standard.
47. **Individual** (for the purpose of these Privacy and IS policies) means the person who is the subject of PHI who is receiving or has received services from a Covered Entity that receives Payment from or through SBH-ASO. An individual has the right of access to inspect and obtain a copy of their PHI maintained in a designated record set, excluding Psychotherapy notes and information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.

48. **Individually Identifiable Health Information** is information that is a subset of Health Information, including demographic information collected from an Individual, and:
1. Is created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; and
  2. Relates to the past, present, or future physical or behavioral 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; and
    - That identifies the Individual; or
    - With respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
49. **Institutional Review Board or IRB** means any board, committee, or other group formally designated by an institution, or authorized under federal or state law, to review, approve the initiation of, or conduct periodic review of research programs to ensure the protection of the rights and welfare of human research subjects.
50. **Law Enforcement Official** means an officer or employee of any agency or authority of the United States, a state, a territory, a political subdivision of a state or territory, or an Indian tribe, who is empowered by law to: (a) investigate or conduct an official inquiry into a potential violation of law; or (b) prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.
51. **Limited Data Set** means PHI that excludes 16 categories of direct identifiers related to the Individual or relatives, employers, or household members of the Individual and may be used or disclosed, only for purposes of Research, public health, or Health Care Operations, without obtaining either an Individual's authorization or a waiver or an alteration of authorization, as long as the recipient of the Limited Data Set enters into a Data Use Agreement. A Limited Data Set may include city; state; zip code; elements of date; and other numbers, characteristics, or codes not listed as direct identifiers. To constitute a Limited Data Set, the following direct identifiers of an Individual and the Individual's relatives, employers, or household members must be removed:
- 51.0 Names;
  - 51.1 Postal addresses other than town/city, State, and zip code;
  - 51.2 Telephone numbers;
  - 51.3 Fax numbers;
  - 51.4 Email addresses;
  - 51.5 Social Security numbers;



- 51.6 Medical record numbers;
- 51.7 Health plan beneficiary numbers;
- 51.8 Account numbers;
- 51.9 Certificate/license numbers;
- 51.10 Vehicle identifiers and serial numbers, including license plate numbers;
- 51.11 Device identifiers and serial numbers;
- 51.12 Web Universal Resource Locators (URLs);
- 51.13 Internet Protocol (IP) address numbers;
- 51.14 Biometric identifiers, including finger and voice prints; and
- 51.15 Full-face photographic images and any comparable images.

**NOTE:** that dates, town/cities, states, and zip codes may be included in a Limited Data Set.

52. **Maintain or Maintenance** refers to activities necessary to support the use of a Standard adopted by the Secretary, including technical corrections to an Implementation Specification, and enhancements or expansion of a Code Set. This term excludes the activities related to the adoption of a new Standard or Implementation Specification, or Modification to an adopted Standard or Implementation Specification.
53. **Marketing** means a communication about a product or service that encourages a recipient of the communication to use the product or service.
- 53.0 **Included as Marketing.** Marketing includes an arrangement between a Covered Entity and any other entity whereby the Covered Entity discloses PHI to the other entity, in exchange for direct or indirect remuneration, for the other entity or its affiliate to make a communication about its own product or service that encourages recipients of the communication to purchase or use that product or service.
- 53.1 **Exceptions.** Marketing does not include a communication made:
- 53.1.1 To provide refill reminders or otherwise communicate about a drug or biologic currently being prescribed for the Individual, only if any Financial Remuneration received by the Covered Entity in exchange for making the communication is reasonably related to the Covered Entity's cost of making the communication. See Section 13 of this policy (definition of Financial Remuneration).
  - 53.1.2 For the following Treatment and Health Care Operations purposes, as long as the Covered Entity does not receive (see Section 13 of this policy (definition of Financial Remuneration) Financial Remuneration in exchange for making the communication:
    1. For Treatment of an Individual by a Health Care Provider, including case management or care coordination for the Individual or to direct or recommend alternative treatments,

therapies, Health Care Providers, or settings of care to the Individual;

2. For service (or Payment for the product or service) that is provided by, or included in a plan of benefits of, the Covered Entity making the communication, including communications about:
  - the entities participating in a Health Care Provider network or Health Plan network;
  - replacement of, or enhancements to, a Health Plan; and
  - health related products or services available only to a Health Plan enrollee that add value to, but are not part of, a plan of benefits; or
3. For case management or care coordination, contacting of Individuals with information about Treatment alternatives, and related functions to the extent these activities do not fall within the definition of Treatment.

54. **Maximum Defined Data Set** means all of the required Data Elements for a particular Standard based on a specific Implementation Specification.

55. **Mental Health Information** means a type of Health Care information that relates to all information and records compiled, obtained, or maintained in the course of providing services by a mental health service agency or mental health professional to Individuals who are receiving or have received services for mental illness. The term includes mental health information contained in a medical bill, registration records and all other records regarding the Individual maintained by Washington State, regional support networks and their staff and treatment facilities. The term further includes certain documents of legal proceedings or somatic health care information. For Health Care information maintained by a hospital or a health care facility or Health Care Provider that participates with a hospital in an Organized Health Care Arrangement, "information and records related to mental health services" is limited to information and records of services provided by a mental health professional or information and records of services created by a hospital-operated community mental health program. The term does not include Psychotherapy Notes.

56. **Part 2 Information** means any records containing information, whether recorded or not, received or acquired by a Part 2 Program that identifies an Individual as a recipient of services from a Part 2 Program. (e.g., diagnosis, Treatment and referral for Treatment information, billing information, emails, voice mails, and texts). Essentially, Part 2 Information will state or suggest the Individual has a Substance Use Disorder (SUD) or has been treated by a Part 2 Program.

57. **Part 2 Program** means a federally assisted program engaged in the provision of SUD diagnosis, treatment, or referral for treatment.
58. **Part 2** means those regulations at 42 CFR Part 2 related to the confidentiality of substance abuse disorder treatment information.
59. **Payment** means:
- 59.0 **To Make or Receive Reimbursement.** The activities undertaken by:
- 59.0.1 A Health Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the Health Plan; or
- 59.0.2 A covered Health Care Provider or Health Plan to obtain or provide reimbursement for the provision of Health Care; and
- 59.1 **Included Activities.** The activities in Section 59.0 relate to the Individual to whom Health Care is provided and include, but are not limited to:
- 59.1.1 Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims;
- 59.1.2 Risk adjusting amounts due based on Individual health status and demographic characteristics;
- 59.1.3 Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance) and related Health Care data processing;
- 59.1.4 Review of Health Care services with respect to medical necessity, coverage under a Health Plan, appropriateness of care, or justification of charges;
- 59.1.5 Utilization review activities, including pre-certification and pre-authorization of services, concurrent and retrospective review of services; and
- 59.1.6 Disclosure to Individual reporting agencies of any of the following PHI relating to collection of premiums or reimbursement:
1. Name and address;
  2. Date of birth;
  3. Social security number;
  4. Payment history;
  5. Account number; and
  6. Name and address of the Health Care Provider and/or Health Plan.
60. **Power of Attorney** means a written record that grants an agent authority to act in the place of a principal or Individual.

61. **Privacy Board** means a board with members of varying backgrounds and appropriate professional competency as necessary to review the effect of the Research protocol on the Individual's privacy rights and related interests. The Privacy Board includes at least one (1) member who is not affiliated with a Covered Entity, not affiliated with any entity conducting or sponsoring the Research and not related to any person who is affiliated with any of these entities; and does not have any member participating in a review of any project in which the member has a conflict of interest.
62. **Privacy Notice** the notice of privacy practices relating to SBH-ASO's use and disclosure of PHI that is mandated under HIPAA and 42 CFR Part 2 regulations for distribution to all Individuals whose information will be collected by or on behalf of SBH-ASO.
63. **Privacy Officer** means the Workforce member designated as the Privacy Officer or his or her designee. The Privacy Officer may delegate certain tasks to other Workforce or Business Associates but retains overall responsibility for SBH-ASO's privacy policies, procedures and practices.
64. **Privacy Rule** means the Privacy of Individually Identifiable Health Information Standards promulgated to implement HIPAA, as may be amended from time to time.
65. **Protected Health Information or PHI** means Health Information, including demographic information, in any medium, that:
1. is created or received by or on behalf of a Covered Entity, a Business Associate, or by or on behalf of Health Care Provider, Health Plan, employer, or Health Care Clearinghouse;
  2. relates to the past, present, or future physical or mental health or condition of an Individual, relates to the provision of Health Care to an Individual, or relates to the past, present, or future payment for the provision of Health Care to an Individual; and
  3. identifies the Individual or for which there is a reasonable basis to believe the information can be used to identify the Individual; and
  4. does not constitute
    - education records covered by the Family Educational Rights and Privacy Act ("FERPA"),
    - "treatment" records covered by FERPA,
    - employment records, or
    - information about an Individual who has been deceased for more than 50 years. PHI includes information about Individuals living or deceased.

**NOTE:** The following identifiers for an Individual or family, employers, or household members of an Individual (for example, when the information

identifies an Individual as a patient of a Health Care Provider or a participant of a Health Plan) are considered personally identifiable information (unless the information is deemed to be De-Identified). This information can be used to identify, contact, or locate a single Individual or can be used with other sources to identify a single Individual. When personally identifiable information is used in conjunction with an Individual's physical or mental health or condition, Health Care, or Payment for that Health Care, it becomes PHI.

1. Name;
  2. Address (all geographic subdivisions smaller than state, including street address, city county, and zip code);
  3. All elements (except years) of dates related to an Individual (including birthdate, admission date, discharge date, date of death, and exact age if over 89);
  4. Telephone numbers;
  5. Fax number;
  6. Email address;
  7. Social Security number;
  8. Medical record number;
  9. Health Plan beneficiary number;
  10. Account number;
  11. Certificate or license number;
  12. Any vehicle or other device serial number;
  13. Web URL;
  14. Internet Protocol (IP) Address;
  15. Biometric identifiers, including finger or voice prints;
  16. Photographic facial image or comparable images;
  17. Deoxyribonucleic acid or DNA; and
  18. Any other unique identifying number, characteristic, code or combination that allows identification of the Individual.
66. **Psychotherapy Notes** means notes recorded (in any medium) by a Health Care Provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session. Psychotherapy Notes must be separated from the Individual's medical record. Psychotherapy Notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of Treatment furnished, results of clinical tests and any summary of the following items: diagnosis, functional status, the Treatment plan, symptoms, prognosis, and progress to date. PHI is broadly defined and includes demographic information about an Individual when associated in some form with Health Care or Payment for Health Care. PHI includes Part 2 Information, mental health information, and sexually transmitted disease information.

67. **Public Health Authority** means an agency or authority of the United States, a state, a territory, a political subdivision of a state or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.
68. **Record** any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.
69. **Required by Law** means a mandate contained in law that compels SBH-ASO or a Workforce member to make a use or disclosure of PHI and that is enforceable in a court of law. "Required by Law" includes, but is not limited to: court orders and court-ordered warrants; subpoenas or a summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to Health Care Providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require PHI if payment is sought under a government program providing public benefits.
70. **Research** means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.
71. **Sale of PHI** means a disclosure of PHI by a Covered Entity or Business Associate when the Covered Entity or Business Associate directly or indirectly receives remuneration from or on behalf of the recipient of the PHI in exchange for the PHI, subject to the following exceptions:
- 71.0 For **public health** purposes;
  - 71.1 For **Research** purposes, where the only remuneration received by the Covered Entity or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for those purposes;
  - 71.2 For **Treatment** purposes;
  - 71.3 For **Payment** purposes;
  - 71.4 For the **sale**, transfer, merger, or consolidation of all or part of the Covered Entity and related due diligence;
  - 71.5 To or by a **Business Associate** for activities the Business Associate undertakes on behalf of a Covered Entity, or on behalf of a Business Associate in the case of a Subcontractor and the only remuneration provided is for the performance of the activities;
  - 71.6 To an **Individual** for access to records or to receive an accounting of disclosures;
  - 71.7 **Required by Law**; and

- 71.8 For any other purpose permitted by and in accordance with the applicable **requirements of the HIPAA Privacy Rule**, when the only remuneration received by the Covered Entity or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for that purpose or a fee otherwise expressly permitted by other law.
72. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system.
73. **Segment** means a group of related Data Elements in a Transaction.
74. **Standard** means a rule, condition, or requirement:
1. Describing the following information for products, systems, services, or practices:
    - Classification of components;
    - Specification of materials, performance, or operations; or
    - Delineation of procedures; or
  2. With respect to the privacy of protected health information, **Secretary** means the Secretary of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
75. **Standard Setting Organization** (SSO) means an organization accredited by the American National Standards Institute that develops and maintains standards for information transactions or Data Elements, or any other Standard that is necessary for, or will facilitate the implementation of 45 CFR 160.103.
76. **Standard Transaction** means a Transaction that complies with the applicable Standard under 45 CFR 162.103.
77. **State** refers to one of the following:
1. For Health Plans established or regulated by Federal law, State has the meaning set forth in the applicable section of the United States Code for each Health Plan.
  2. For all other purposes, State means Washington State.
78. **State Law** means a constitution, statute, regulation, rule, common law, or other state action having the force and effect of law. This generally refers to laws of the State of Washington.
79. **Subcontractor** means a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the Workforce of the Business Associate. Subcontractors may include outside

consultants, contractors, suppliers, and vendors. Subcontractors may become Business Associates if they create, receive, maintain, or transmit PHI on behalf of the Business Associate. See Section 3 of this policy (definition of Business Associate).

80. **Summary Health Information** means information, that may be Individually Identifiable Health Information, and:
1. That summarizes the claims history, claims expenses, or type of claims experienced by Individuals for whom a plan sponsor has provided health benefits under a Group Health Plan; and
  2. From which the information described at 45 CFR 164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 CFR 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.
81. **Trading Partner Agreement** means an agreement related to the exchange of information in electronic transactions, whether the agreement is distinct or part of a larger agreement, between each party to the agreement. (For example, a trading partner agreement may specify, among other things, the duties and responsibilities of each party to the agreement in conducting a Standard Transaction.)
82. **Transaction** means an electronic exchange of information between two (2) parties to carry out financial or administrative activities related to Health Care. For example, a Health Care Provider will send a claim to a Health Plan to request payment for medical services. Electronic transactions are being used in health care to increase efficiencies in operations, improve the quality and accuracy of information and reduce the overall costs to the system. It includes the following types of information transmissions:
- 82.0 Claims submission and encounter information;
  - 82.1 Payment to a Health Care Provider and remittance advice;
  - 82.2 Health Care Claim status;
  - 82.3 Eligibility;
  - 82.4 Enrollment and disenrollment in a Health Plan;
  - 82.5 Referral certification and authorization;
  - 82.6 Coordination of benefits;
  - 82.7 Premium payment to Health Plans;
  - 82.8 Health Care electronic funds transfer (“EFT”) and remittance advice;
  - 82.9 First report of injury;
  - 82.10 Health claims attachments; and
  - 82.11 Other transactions the Secretary of the Department of Health and Human Services (DHHS) may prescribe by regulation.
83. **Treatment** (for the purposes of the Privacy and IS Policies) means the provision, coordination, or management of Health Care and related services by



one (1) or more Health Care Providers, including: the coordination or management of Health Care by a Health Care Provider with a third-party; consultation between Health Care Providers relating to an Individual; or the referral of a patient for Health Care from one (1) Health Care Provider to another.

84. **Unsecured PHI** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by HIPAA.
85. **Use** means, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains the PHI.
86. **Vulnerable Adult** (for the purposes of the Privacy and IS Policies) includes a person: (a) sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; (b) found incapacitated; (c) who has a developmental disability; (d) admitted to any facility; (e) receiving services from home health, hospice, or home care agencies; (f) receiving services from an individual Health Care Provider; or (g) who self-directs his or her own care and receives services from a personal aide.
87. **Workforce** means employees, volunteers, trainees and other persons whose conduct, in the performance of work for SBH-ASO, is under the direct control of SBH-ASO, whether or not they are paid by SBH-ASO.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** CONFIDENTIALITY, USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION **Policy Number:** PS902

**Effective Date:** 1/1/2020

**Revision Dates:**

**Reviewed Date:**

**Executive Board Approval Dates:**

### PURPOSE

To establish standards for confidentiality, use, and disclosure of Protected Health Information (PHI).

### POLICY

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) adheres to federal and state statutes, all requirements of the Health Insurance Portability and Accountability Act (HIPAA) confidentiality and use/disclosure of protected health information, and 42 CFR Part 2.

### PROCEDURE

#### Confidentiality

The SBH-ASO shall protect all personal information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCW 70.02, 71.05, and 71.24, and for individuals receiving substance use disorder treatment services, in accordance with 42 CFR Part 2. The SBH-ASO shall have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded behavioral health services. This is also construed to include protected health information and records compiled, obtained, or maintained relating to complaint or grievance investigation as confidential and disclosed only as authorized or otherwise provided by law. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of the HCA BH-ASO Contract. Such purposes include, but are not limited to:

- Establishing eligibility.

- Determining the amount of medical assistance.
- Providing services for recipients.
- Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan.
- Assuring compliance with Federal and State laws and regulations, and with terms and requirements of the Agreement.
- Improving quality.

SBH-ASO employees are responsible to use reasonable efforts to safeguard an individual's protected health information and maintain confidentiality of such information. Any document, record, or other written material containing individually identifiable health information is not left unattended and/or unsecured in the SBH-ASO office. All employees read and sign the SBH-ASO Confidentiality and Security Agreement.

If PHI must be transported to or from the SBH-ASO site, the following guidelines must be followed:

#### Transporting Paper PHI From/To Off-Site SBH-ASO site

1. Only transport the minimum amount of PHI necessary.
2. All PHI must be in a separate locked container and the container must be transported in the locked vehicle, preferably out of sight such as in the trunk.
3. Never leave PHI (including portable media devices) unattended, including in your vehicle.
4. Maintain a log of files or documents that are leaving the SBH-ASO site. When you arrive at the off-site clinic, immediately make sure all the files you listed on the log are in your possession. The log of files or documents must either remain with the locked PHI contents or must be listed without any identifiable PHI.

The SBH-ASO shall (and require its subcontractors and providers to do so) establish and implement procedures consistent with all confidentiality requirements of HIPAA (45 CFR §160 and §164) and 42 CFR Part 2 for medical records and any other health and enrollment information that identifies a particular individual.

In the event an individual's picture or personal story will be used, the SBH-ASO shall first obtain written consent from the individual.

The SBH-ASO shall prevent inappropriate access to confidential data and/or data systems used to hold confidential client information by taking, at a minimum, the following actions:

- Verify the identity or authenticate all of the system's human users before allowing them access to any confidential data or data system capabilities.
- Authorize all user access to client applications.
- Protect application data from unauthorized use when at rest.
- Keep any sensitive data or communications private from unauthorized individuals and programs.
- Notify [prism.admin@dshs.wa.gov](mailto:prism.admin@dshs.wa.gov) with a copy to [hcamcprograms@hca.wa.gov](mailto:hcamcprograms@hca.wa.gov) within five (5) business days whenever an authorized user with access rights leave employment or has a change of duties such that the user no longer requires access. If the removal of access is emergent, include that information

with the notification.

- In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from any state data system, the SBH-ASO shall comply with all requirements of the HIPAA Security and Privacy for Breach Notification and as otherwise required by state or federal law and applicable contract.
- The SBH-ASO takes steps to ensure a valid mailing address with all postal mail. Even so, the post office sometimes returns mail marked “undeliverable”, or unclaimed. This returned mail needs to be handled carefully. Reasonable efforts will be used to review and ensure the accuracy of the original address. If an error is found, or an updated address has been provided, the item will be re-sent as soon as possible using the corrected address. If there is no correction or updated address information is not available, the returned mail item will be submitted for record retention processing.

### **Restricted Uses and Disclosures as mandated by 42 CFR Part 2**

SBH-ASO recognizes the purpose and effect of 42 CFR Part 2 to ensure that a patient is not more vulnerable by reason of the availability of the record that the patient receives treatment for substance use disorder. Any treatment information, whether or not recorded, and any information which references the patient as having a substance use disorder cannot be disclosed unless expressly authorized by 42 CFR Part 2.

Consultation with SBH-ASO Privacy Officer is strongly encouraged.

### **42 CFR Part 2 Information/Substance Use Disorder Information**

Federal regulations governing the confidentiality of Part 2 Information generally are more restrictive than HIPAA and should be followed when any Part 2 Information is requested for use or disclosure. A fundamental concept of protecting Part 2 Information is not identifying the Individual as having a diagnosis or having received Treatment concerning substance use disorder (SUD). Part 2 applies to Part 2 Programs. SBH-ASO is not a Part 2 Program.

Individuals routinely authorize Part 2 Programs to disclose Part 2 Information to SBH-ASO for Payment, Health Care Operations and other purposes. As a result, SBH-ASO is a lawful holder of Part 2 Information, subject to various Part 2 requirements.

Therefore, SBH-ASO will comply with Part 2, as applicable. Workforce members must obtain a specific authorization for each disclosure of Part 2 Information concerning an Individual, EXCEPT:

**Internal Program Communication.** Workforce members may disclose Part 2 Information to other Workforce members or to an entity having direct administrative control over SBH-ASO, if the recipient needs the information in connection with the provision of substance abuse disorder diagnosis, Treatment, or referral for Treatment.

**Medical Emergencies.** Workforce members may disclose Part 2 Information to medical personnel who have a need for the Part 2 Information about an Individual for the purpose of treating a condition that poses an immediate threat to the health of any

person and requires immediate medical intervention. Workforce members may disclose Part 2 Information only to medical personnel and must limit the amount of Part 2 Information to that which is necessary to treat the emergency medical condition. Immediately following the disclosure, Workforce members must document the following in the Individual's records:

- The name and affiliation of the medical personnel to whom disclosure was made;
- The name of the individual making the disclosure;
- The date and time of the disclosure; and
- The nature of the emergency

**Court Order.** Before a court may issue an order authorizing disclosure of Part 2 Information, SBH-ASO and any Individual whose records are sought must be given notice of the request for the court order and an opportunity to make an oral or written statement to the court. Before issuing the order, the court must also find there is "good cause" for the disclosure. Court-ordered disclosures must be limited to the Part 2 Information essential to fulfill the purpose of the order and they must be restricted to those persons who need the Part 2 Information. Typically, court orders will state they are "protective orders," "qualified protective orders," or "orders under seal." Workforce shall obtain the advance approval of the Privacy Officer before disclosing Part 2 Information for these purposes. If the order is sought by an authorized Law Enforcement Official or prosecuting attorney, the following criteria must be met:

- The crime involved must be serious, such as one which causes or directly threatens loss of life or serious bodily injury including homicide, rape, kidnapping, armed robbery, assault with a deadly weapon, and child abuse and neglect.
- There is a reasonable likelihood that the records will disclose information of substantial value in the investigation or prosecution.
- Other ways of obtaining the information are not available or would not be effective.
- The potential injury to the patient, to the physician-patient relationship and to the ability of the part 2 program to provide services to other patients is outweighed by the public interest and the need for the disclosure.
- When law enforcement personnel seek the order, the Part 2 Program has had an opportunity to be represented by counsel.

**Subpoenas.** Workforce members are prohibited from disclosing PHI about Individuals in response to subpoenas unless:

- The Individual has signed a valid authorization for the disclosure of the PHI, specifically including Part 2 Information; or
- A court has ordered SBH-ASO to disclose or release the PHI after giving the Individual and SBH-ASO an opportunity to be heard and after making a "good cause" determination. Workforce shall obtain the advance approval of the Privacy Officer before disclosing Part 2 Information for these purposes.

**Crime on Premises.** Workforce members may disclose limited information to Law Enforcement Officials when a crime has been committed on the premises of a Part 2 Program or against Part 2 Program personnel. These disclosures must be directly related to crimes and threats to commit crimes on SBH-ASO premises or against SBH-ASO Workforce and must be limited to the circumstances of the incident and the Individual's status, name, address and last known whereabouts. Workforce shall obtain the advance approval of the Privacy Officer before disclosing Part 2 Information for these purposes.

**Research Purposes.** Under this exception, Workforce may disclose Part 2 Information to researchers the Privacy Officer determines are qualified. A qualified researcher must have adequate training and experience in the area of research to be conducted and must have a protocol that ensures Part 2 Information will be securely stored and not re-disclosed in violation of law. Workforce shall obtain the advance approval of the Privacy Officer before disclosing Part 2 Information for these purposes.

**Audits.** Workforce shall obtain the advance approval of the Privacy Officer before disclosing Part 2 Information for audit purposes and will follow protocol set out by the Privacy Officer with respect to the audit.

As long as Part 2 Information is **not** downloaded, copied, or removed from the premises or forwarded electronically to another electronic system or device, Workforce members and Part 2 Programs may disclose Part 2 Information in the course of record review on the premises to a government agency that funds or regulates a Part 2 Program, or other lawful holder, or a third-party payor, or a quality improvement organization (or its designated contractors) that request access to the records of a Part 2 Program or lawful holder.

Part 2 Information may be copied or removed from the premises or downloaded or forwarded electronically to another electronic system or device in the course of record review on the premises to a government agency that funds or regulates a Part 2 Program, or other lawful holder, or a third-party payor, or a quality improvement organization (or its designated contractors) that request access to the records of a Part 2 Program or lawful holder only if the auditor agrees in writing to:

- maintain and destroy the Part 2 Information in a manner consistent with Part 2;
- retain Part 2 Information in compliance with applicable federal, state, and local record retention laws;
- and comply with the Part 2 restrictions on use and disclosure of Part 2 Information.

Part 2 Information may be disclosed to a person or entity for the purpose of conducting a Medicare, Medicaid, or CHIP audit or evaluation.

**Abuse and Threats to Health and Safety.** Workforce members may and are encouraged to, disclose Part 2 Information when the Part 2 Program is reporting under State Law incidents of suspected child abuse and neglect to appropriate authorities. In this case, SBH-ASO may make only an initial report; SBH-ASO may not respond to follow-up requests for information or to subpoenas, unless the Individual has signed an Authorization, or a court has issued an order that complies with the Part 2 Rule. Additionally, SBH-ASO may report Part 2 Information to relevant authorities the abuse

of Vulnerable Adults on an anonymous basis if it determines it is important to report elder abuse, disabled person abuse, or a threat to someone's health or safety. Health Care Providers are mandatory reporters.

**Review of Part 2 Disclosures.** Any PHI disclosed without the consent and/or authorization of an Individual in a Part 2 Program may be made only in consultation with the Privacy Officer. If SBH-ASO receives a request for disclosure of an Individual's record that is not permitted under Part 2, SBH-ASO will refuse to make the disclosure and will make the refusal in a way that does not reveal or identify the Individual has ever been diagnosed or treated for SUD.

### Use and Disclosure: Valid Authorization Required

The fact of admission and all information and records compiled, obtained, or maintained in the course of providing behavioral health services by public or private agencies shall be confidential except as otherwise required or permitted by federal or state statute and regulations.

#### 1. Valid Authorization

Protected health information will be disclosed to other individuals designated in a valid authorization. To be valid, the authorization must include, but not limited to, the following elements:

- a. The name of the Individual
- b. The specific name(s) or general designations of the part 2 program(s), entity(ies), or individual(s) permitted to make the disclosure.
- c. The name(s) of the individual(s) to whom a disclosure is to be made; or
  - a. If the recipient entity has a treating provider relationship with the individual whose information is being disclosed, such as a hospital, a health care clinic, or a private practice, the name of that entity; or
  - b. If the recipient entity does not have a treating provider relationship with the individual whose information is being disclosed and is a third-party payer, the name of the entity;
- d. The purpose of the disclosure. In accordance with §2.13(a), the disclosure must be limited to that information which is necessary to carry out the stated purpose.
- e. A statement that the consent is subject to revocation at any time except to the extent that the part 2 program or other lawful holder of patient identifying information that is permitted to make the disclosure has already acted in reliance on it. Acting in reliance includes the provision of treatment services in reliance on a valid consent to disclose information to a third-party payer.
- f. The date, event, or condition upon which the consent will expire if not revoked before. This date, event, or condition must ensure that the consent will last no longer than reasonably necessary to serve the purpose for which it is provided.
- g. The signature of the patient and, when required for a patient who is a minor, the signature of an individual authorized to give consent under 42

CFR §2.14; or when required for a patient who is incompetent or deceased, the signature of an individual authorized to sign under 42 CFR §2.15. Electronic signatures are permitted to the extent that they are not prohibited by any applicable law.

- h. The date on which the consent was signed.
- i. In addition to the Core Elements listed above, the authorization must contain statements adequate to place the individual on notice of all of the following:
  - a. The ability or inability to condition treatment, payment, enrollment, or eligibility for benefits on the authorization.
  - b. The potential for information disclosed pursuant to the authorization to be subject to redisclosure

### Disclosures Not Requiring Authorization

#### 1. Required disclosures

SBH-ASO is required to disclose protected health information:

- a. To the Individual upon that Individuals request when requested.
- b. When required by the Secretary of the U.S. Department of Human and Health Services to investigate or determine the agency's compliance with federal law.

#### 2. **HIPAA Permitted Uses and Disclosures**

SBH-ASO is permitted to use or disclose protected health information, except 42 CFR Part 2 information for:

- a. Treatment, payment, and health care operations (TPO, see Policy PS901 for more information) of SBH-ASO as described:
  - *Treatment* activities may include, but not limited to, the provision, coordination, or management of mental health care and related services by one or more mental health care providers, including coordination or management activities with a third party; consultation between mental health providers; or referral of an Individual to another provider.
  - *Payment* activities may include, but not limited to, those undertaken by SBH-ASO to obtain premiums, or to determine or fulfill its responsibility for coverage and provisions of benefits or to obtain or provide reimbursement for the provision of care.
  - *Health Care Operations* may include, but not limited to, conducting quality assessment and improvement activities, reviewing competence of or qualifications of behavioral health professionals, evaluating provider and program performance, conducting or arranging for auditing functions, including fraud and abuse detection and compliance programs; business planning and development; business management and general administrative activities including,



but not limited to, customer service; and resolution of internal grievances.

- b. *Required by Law.* SBH-ASO may use and disclose Protected Health Information without individual authorization *as required by law* (including by statute, regulation, or court orders).
- c. *Public Health Activities.* SBH-ASO may disclose PHI to:
  - i. Public health authorities authorized by law to collect or receive such information for preventing or controlling disease, injury, or disability and to public health or other government authorities authorized to receive reports of child abuse and neglect;
  - ii. Entities subject to FDA regulation regarding FDA regulated products or activities;
  - iii. Individuals who may have contracted or been exposed to communicable disease when notification is authorized by law; and
  - iv. employers, regarding employees, when requested by employers, for information concerning a work-related illness or injury or workplace related medical surveillance, because such information is needed by the employer to comply with the Occupational Safety and Health Administration (OSHA), the Mine Safety and Health Administration (MSHA), or similar state law.
- d. *Victims of Abuse, Neglect or Domestic Violence.* Protected health information (PHI) may be disclosed about a mental health Individual that SBH-ASO staff or contracted providers reasonably believe to be a victim of abuse, neglect, or domestic violence to the appropriate government authority. Protected health information may be disclosed about a substance use disorder Individual that SBH-ASO staff or contracted providers reasonably believe to be a victim of child abuse or neglect.
- e. *Health Oversight Activities.* PHI, except 42 CFR Part 2 information, may be disclosed for purposes of health oversight activities such as audits, investigations, inspections, and licensure.
- f. *Judicial and Administrative Proceedings.* PHI may be disclosed to the courts as required for the administration of RCW 71.05, or pursuant to a valid authorization or court order authorizing the disclosure of information.
- g. *Law Enforcement Purposes.* SBH-ASO may disclose PHI to law enforcement officials for law enforcement purposes under the following six circumstances, and subject to specified conditions:
  1. As required by law;
    - a. To identify or locate a suspect, fugitive, material witness, or missing person;
    - b. In response to law enforcement official's request for

- information about a victim or suspected victim of a crime;
- c. To alert law enforcement of a person's death, if the SBH-ASO suspects that criminal activity caused the death
  - d. When the SBH-ASO believes that PHI is evidence of a crime that occurred on its premises; and
  - e. By a covered health care provider in a medical emergency not occurring on its premises when necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.
- h. *Research*: PHI may be disclosed to an individual, organization or agency as necessary for management or financial audits, or program monitoring and evaluation.
  - i. *Serious Threat to Health or Safety*. SBH-ASO may disclose PHI that is believed necessary to prevent or lessen a serious and imminent threat to a person or the public, when such disclosure is made to someone they believe can prevent or lessen the threat.
  - j. *Essential Government Functions*. An authorization is not required to use or disclose PHI for certain essential government functions. Such functions include: assuring proper execution of a military mission, conducting intelligence and national security activities that are authorized by law, providing protective services to the President, making medical suitability determinations for U.S. State Department employees, protecting the health and safety of inmates or employees in a correctional institution, and determining eligibility for or conducting enrollment in certain government benefit programs.
  - k. *Workers' Compensation*. PHI may be disclosed as authorized by, and to comply with, workers' compensation laws and other similar programs providing benefits for work-related injuries or illnesses.

### Minimum Necessary

Uses and disclosures of protected health information are to consist of only the minimum necessary information required to fulfill the request and/or purpose of the use or disclosure.

1. "Minimum Necessary" applies:

When using or disclosing protected health information, or, when requesting protected health information from another covered entity, SBH-ASO must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

2. "Minimum Necessary" *does not* apply to:

- a. Disclosures to or requests by a health care provider for treatment.

- b. Uses or disclosures made to the individual.
- c. Disclosures pursuant to a properly formatted authorization for release of information.
- d. Uses or disclosures required for compliance with HIPAA Administrative Simplification Rules
- e. Disclosures made to the Secretary of Department of Health and Human Services is required under the Privacy Rule for enforcement purposes.
- f. Uses or disclosures that are required by other law

### Other Uses and Disclosures

Additionally, SBH-ASO may use and disclose protected health information for the following purposes and as allowed:

1. De-Identified Protected Health Information

SBH-ASO may use protected health information to create information that is not individually identifiable health information (see Policy PS901 for more information) or disclose protected health information only to a business associate for such purpose, whether or not the de-identified information is to be used by SBH-ASO. Health information that meets the standard and implementation specifications for de-identification under this policy is considered not to be individually identifiable health information, i.e., de-identified.

2. Business Associates

(a) For information related to mental health services: The SBH-ASO may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if SBH-ASO obtains satisfactory assurance that the business associate will appropriately safeguard the information. SBH-ASO must document, through a written contract or other written agreement or arrangement, the satisfactory assurances that a business associate meets the standards of this policy with respect to protection of identifiable health information. This standard does not apply with respect to disclosures by SBH-ASO to a health care provider concerning the treatment of the individual.

**Expanded Part 2 Content Requirements.** When a Business Associate, which is providing Payment or Health Care Operations services SBH-ASO, will create, receive, maintain, or transmit Part 2 Information, the BAA also must provide the Business Associate:

- (a) Is fully bound by the provisions of Part 2 upon receipt of Part 2 Information; and
- (b) Receives from SBH-ASO one (1) of the two (2) following notices:

(1) This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder (SUD) either directly, by reference to publicly available information or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with SUD, except as provided at §§ 2.12(c)(5) and 2.65;

or

(2) 42 CFR Part 2 prohibits unauthorized disclosure of these records.

(c) Implements appropriate safeguards to prevent unauthorized uses and disclosures of Part 2 Information;

(d) Report any unauthorized uses, disclosures, or breaches of Part 2 Information to SBH-ASO; and

(e) Not re-disclose Part 2 Information to a third-party unless the third-party is a contract agent of the Business Associate helping the Business Associate provide services described in the services agreement and only if the agent only further discloses the Part 2 Information back to the Business Associate or to SBH-ASO.

(f) For information related to SUD services: The SBH-ASO must not disclose any identifying information about patients unless appropriate release of information is complete or exception is specified within 42 CFR Part 2.

### 3. Deceased Individuals

SBH-ASO must comply with the requirements of this policy, HIPAA, and 42 CFR Part 2 with respect to the protected health information of a deceased individual. If under applicable law, an executor, administrator, or other person has authority to act on behalf of a deceased individual or of the individual's estate, SBH-ASO must treat such person as a personal representative under this policy, with respect to protected health information relevant to such personal representation.

### 4. Personal Representatives

As represented under HIPAA and 42 CFR Part 2, the SBH-ASO must treat a personal representative as the individual for purposes of this policy.

- a. **Adults and Emancipated Minors:** If under applicable law, a person has authority to act on behalf of an individual who is an adult or an emancipated minor in making decisions related to health care, SBH-ASO must treat such person as a personal representative under this policy, with respect to protected health information relevant to such personal representation.

- 
- b. Unemancipated Minors: If under applicable law a parent, guardian, or other person acting *in loco parentis* has authority to act on behalf of an individual who is an unemancipated minor in making decisions related to health care, SBH-ASO must treat such person as a personal representative under this policy, with respect to protected health information relevant to such personal representation, except that such person may not be a personal representative of an unemancipated minor, and the minor has the authority to act as an individual, with respect to protected health information pertaining to a health care service, if:
- The minor consents to such health care service; no other consent to such health care service is required by law, regardless of whether the consent of another person has also been obtained; and the minor has not requested that such person be treated as the personal representative;
  - The minor may lawfully obtain such health care service without the consent of a parent, guardian, or other person acting *in loco parentis*, and the minor, a court, or another person authorized by law consents to such health care service; or
  - A parent, guardian, or other person acting *in loco parentis* assents to an agreement of confidentiality between a covered health care provider and the minor with respect to such health care service.
- c. Abuse, Neglect, Endangerment Situations: Notwithstanding a state or federal law or any requirement of this paragraph to the contrary, SBH-ASO may elect not to treat a person as the personal representative of an Individual if SBH-ASO has reasonable belief that:
- The Individual has been or may be subjected to domestic violence, abuse, or neglect by such person; or
  - Treating such person as the personal representative could endanger the individual and, SBH-ASO, in the exercise of professional judgment, decides that it is not in the best interest of the Individual to treat the person as the Individual's personal representative.
5. Consistent with Privacy Notice
- SBH-ASO is required by HIPAA regulation to have a notice in public view and available to Individuals that it may not use or disclose protected health information in a manner inconsistent with established regulation and policy.
6. HIPAA Disclosures by Whistleblowers and Workforce Member Crime Victims
- a. Disclosures by Whistleblowers: SBH-ASO is not considered to have violated the requirements of this policy if a member of its workforce or a business associate discloses protected health information, provided that:
- The workforce member or business associate believes in good faith that SBH-ASO has engaged in conduct that is unlawful or otherwise

violates professional or clinical standards, or that the care, services, or conditions provided by the covered entity potentially endangers one or more Individuals, workers, or the public; and the disclosure is to:

- A health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of SBH-ASO or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by the covered entity; or
  - An attorney retained by or on behalf of the workforce member or business associate for the purpose of determining the legal options of the workforce member or business associate with regard to the conduct described above.
- b. Disclosures by Workforce Members Who Are Victims of a Crime: SBH-ASO is not considered to have violated the requirements of this policy if a member of its workforce who is the victim of a criminal act discloses protected health information to a law enforcement official, provided that:
- The protected health information disclosed is about the suspected perpetrator of the criminal act; and
  - The protected health information disclosed is limited to the information listed in this policy as minimum necessary information.

#### Authority to Disclose Information

When questions arise concerning the authority to disclose information or the type of information to be disclosed, staff shall first consult with and obtain approval of the SBH-ASO Privacy Officer before releasing information.

#### Authentication of Requester

Prior to disclosure of any protected health information, even with authorization, authenticity of the requester must be established by means reasonably certain of verifying the authenticity of the requestor.

When presented with a valid authorization, check a document to verify the signature is similar to the Individual's signature. The requester will be required to present picture identification to ensure information is given to the person intended.

#### Accounting of Disclosures

When any disclosure of information or records is made, an entry must be promptly entered into the record to include the date and circumstances under which the disclosure was made, the names and relationships to the individual or agency receiving the information, the information disclosed, identification, and signature of the staff disclosing the information.



## NOTICE OF PRIVACY PRACTICES

The following “Notice of Privacy Practices” contains important information about how your medical information is used and protected by the Salish Behavioral Health Administrative Services Organization (SBH-ASO).

The SBH-ASO maintains only a limited amount of medical information at its regional offices associated with your services and related billing information. Requests you might have for information associated with your services should be directed to the agency where you have accessed services.

This Privacy Notice is written and given to you to assist in understanding a law called the Health Insurance Portability and Accountability Act (HIPAA), and includes the following information:

- **Section 1** of the Notice of Privacy Practices tells about the responsibilities that the SBH-ASO has about keeping your medical information private and giving you a copy of the notice.
- **Section 2** of the Notice of Privacy Practices explains your rights about your medical information.
- **Section 3** explains how the SBH-ASO may use or share your medical information.
- **Section 4** explains how you may ask for help to understand your rights or to complain about privacy practices.

***Please look at the Notice for more complete information.***

## NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) respects your privacy. We understand that your medical information is very sensitive. We will not disclose your medical information to others unless you allow us to do so, or the law allows us to do so.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of your medical information.

### 1. **SBH-ASO DUTIES**

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Give you this Notice upon your request; and
- Follow the terms of the Notice of Privacy Practices that is currently in effect.

We reserve the right to change the terms of our Notice of Privacy Practices. We also reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The notice will contain on the first page, in the top right-hand corner, the effective date. A copy of the current notice will be posted in our office and at the offices of our contracted providers. You may also receive the most recent copy of this notice by calling and asking for it or visiting our office to pick one up.

### 2. **YOUR MEDICAL INFORMATION RIGHTS**

You have the following rights regarding medical information we maintain about you:

- **Right to Inspect and Copy:** You may request access to your medical record and billing records maintained by us in order to inspect and request copies of the records. You may also request a copy of your medical records in electronic form, if readily available. All requests for access must be made in writing. Under limited circumstances, we may deny access to your records. We may charge a fee for the costs of copying and sending you any records requested.
- **Right to Amend:** If you believe the medical information we maintain about you is incorrect or incomplete, you have the right to request that we amend your medical information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request under certain circumstances.
- **Right to an Accounting of Disclosures:** Upon written request to the Privacy Officer at our office, you may obtain an accounting of certain disclosures of medical information made by us after January 1, 2020. This right applies to disclosures for purposes other than treatment, payment or health care operations, excludes disclosures made to you or disclosures otherwise authorized by you, and is subject to other restrictions and limitations.



- **Right to Request Restrictions:** You have the right to request a restriction or limitation on the medical information we have on record at SBH-ASO. You also have the right to restrict disclosure of PHI to a health plan where the disclosure purpose is for payment of health care operations and the PHI pertains solely to the health care item of service for which the health care provider involved has been paid out of pocket. To request restrictions, you must make your request in writing to the Privacy Officer at our office. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.
- **Right to Request Confidential Communications:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Privacy Officer at our office. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Paper Copy of This Notice:** You have the right to a paper copy of this Notice of Privacy Practices (“Notice”). You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

You may obtain a copy of this notice at any of our contracted providers.

To obtain a paper copy of this notice, contact the Ombuds Service or Privacy Officer at our office as listed below.

### **3. HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU**

We may use and disclose medical information about you without your written authorization for certain purposes, except as otherwise described in this Notice. The examples provided in each category are not meant to be exhaustive, but instead are meant to describe the types of uses and disclosures that are permissible under federal and state law.

- **For Treatment:** Though we do not provide treatment directly, we may disclose medical information about you that your health care provider requests to help them with your medical treatment or services. For example, we may disclose treatment summaries that are sent to our office to a health care provider who is involved with your care.
- **For Health Care Operations:** We may use and disclose medical information for operational purposes. For example, members of our staff routinely review records to assess quality and to improve the services provided to you.
- **For Payment:** We may use and disclose your medical information so that we can process payments for services provided to you. For example, when we request payment from the state, the state needs information such as your diagnoses, services performed or recommended care in order to authorize these payments.
- **Notifications:** We may disclose medical information about you to assist in disaster relief efforts.

- **Service Information:** We may use your medical information to inform you of treatment alternatives and/or health-related products or services that may be of interest to you and are provided by us, included in your plan of benefits or otherwise available to you.
- **As Required by Law:** We will disclose medical information about you when required to do so by federal, state or local law.
- **To Avert a Serious Threat to Health or Safety:** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent or lessen the threat.
- **Public Health:** We may disclose medical information about you for public health and safety activities as allowed or required by law.
- **About Victims of Abuse, Neglect or Domestic Violence:** We may disclose medical information when we believe that you may be a victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.
- **Law Enforcement:** We will disclose medical information about you to law enforcement when allowed or required to do so by federal, state or local law.
- **Court Proceedings:** We may disclose medical information about you for court proceedings as allowed or required to do so by federal, state or local law.
- **Health Oversight Activities:** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure of SBH-ASO. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.
- **Research:** We may disclose your medical information to researchers when their research has been approved by an Institutional Review Board or a similar privacy board that has reviewed the research protocol and established protocols to ensure the privacy of your medical information.
- **Special Government Functions:** We may release medical information about you to authorized federal officials, so they may provide protection to the President, other authorized persons or foreign heads of state, for intelligence, counterintelligence, and other national security activities authorized by law.
- **Inmates:** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with medical care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.
- **Business Associates:** Some or all of your protected health information may be subject to disclosure through contracts for services with business associates, outside of SBH-ASO. Examples include, but are not limited to, other health care entities, attorneys, shredding companies and transcription services. When these services are contracted, we may disclose your information to our business associate so that they can perform the job we've asked them

to do. We require all of our business associates to agree in writing and appropriately safeguard your information in accordance with HIPAA privacy and security standards.

- **For Children Under age 13:** Both parents, regardless of custody, have equal right to access and consent for the release of information. The only circumstance where a parent may lose this right is when there has been a formal termination of parental rights by a court of law (RCW 26.09.225) or if a court ordered parenting plan gives exclusive rights to one of the parents. A parent's right to access information may also be denied if access to the information places the minor at risk.
- **Guardians and Guardians ad litem:** Information may be shared with your Guardian or a Guardian ad litem as necessary to fulfill his/her court assigned duties as authorized by Court orders.
- **DCYF/CPS/APS:** If reporting possible abuse, information about the victim must be shared to facilitate the investigation.
- **Electronic Health Record Sharing:** Some records and information is available through a shared electronic medical record. This may include payor information, legal documents demographics, etc. All entities that participate are bound by the same HIPAA privacy and security standards as SBH-ASO.

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

#### **4. TO ASK FOR HELP OR COMPLAIN**

If you have questions, want more information, or want to report a problem about the handling of your medical information, you may contact the Ombuds Service at 1-888-377-8174 or the Privacy Officer at 1-800-525-5637 or 360-337-7050.

If you believe your privacy rights have been violated, you may file a grievance with the Ombuds Service at BRIDGES Behavioral Health Ombuds Service, PO Box 3995, Silverdale WA 98383; or Privacy Officer at Salish Behavioral Health Administrative Services Organization, 614 Division Street MS-23, Port Orchard, WA 98366-4676. You may also file a complaint with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing.

*We respect your right to file a grievance with us or a complaint with the Secretary of Health and Human Services. If you choose to take this action, we will not retaliate against you.*



## CONFIDENTIALITY AND SECURITY AGREEMENT

The purpose of this Agreement is to help you understand your personal obligation regarding confidential information that you may have access to through your association with the SBH-ASO. Confidential information is valuable and sensitive and is protected by law and by strict SBH-ASO policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 CFR Part 2 require protection of confidential information contained within our information system. Inappropriate disclosure of client data may result in the imposition of fines up to \$250,000 and ten years imprisonment per incident.

Accordingly, as a condition of, and in consideration of, my access to confidential information, I will abide by the following:

- 1 I will not access confidential information for which I have no legitimate need to know and for which I am not an authorized user.
- 2 I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential information unless expressly permitted by existing policy except as properly approved in writing by an authorized officer of SBH-ASO within the scope of my association with SBH-ASO.
- 3 I will not utilize another user's password in order to access any system. I will not reveal my computer access code to anyone else unless I am able to confirm the legitimacy of the request and the requestors. If I believe that someone else has used my Login, User ID and/or password, I will immediately report the matter to my supervisor.
- 4 If I observe or have knowledge of unauthorized access or divulgence of confidential information, I will report it immediately to my supervisor.
- 5 I will not seek personal benefit or permit others to benefit personally by any confidential information that I may have access to or that I access as an unauthorized user.
- 6 I will respect the ownership of proprietary software and not operate any non-licensed software on any computer.
- 7 I understand that all information, regardless of the media on which its stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.), or the methods by which it's moved (electronic mail, face to face conversation, facsimiles, etc.) is the property of SBH-ASO and shall not be used inappropriately or for personal gain. I also understand that all electronic communication shall be monitored and subject to internal and external audit.
- 8 I agree to abide by all SBH-ASO rules and regulations as specified in SBH-ASO Policies unless specifically altered by a separate contractual agreement.
- 9 I understand that my failure to comply with this Agreement may result in disciplinary action, which might include, but is not limited to, contract termination, and/or loss of my privileges within SBH-ASO.

**By signing this agreement, I acknowledge that SBH-ASO has an active on-going program to review records and transactions for inappropriate access and I understand that inappropriate access or disclosure of confidential information can result in penalties up to and including termination of employment and/or legal action.**

---

**Signature**

---

**Print Name/Agency**

---

**Date**

---

**Witness**



## AUTHORIZATION, CONSENT, AND RELEASE FOR USE AND DISCLOSURE OF CONFIDENTIAL RECORDS AND INFORMATION

### Individual Receiving Services (“Individual”):

Full Name (First/Middle/Last): \_\_\_\_\_

Date of Birth (MMDDYYYY): \_\_\_\_\_

**What:** The health information about the Individual (“Health Information”) to be used and disclosed under this Release is general health information, follow-up discussions, and (**initial all lines and check all boxes that apply**):

\_\_\_\_ Substance Use Disorder Treatment and Diagnosis Information

\_\_\_\_ Mental Health Information

\_\_\_\_ AIDS/HIV/Sexually Transmitted Disease Information

### **AND**

- |  |  |
|--|--|
| <input type="checkbox"/> All Health Information Maintained                                   | <input type="checkbox"/> Intake / Admission / Assessment Summaries |
| <input type="checkbox"/> Medication List or Profile  | <input type="checkbox"/> Discharge Summaries                       |
| <input type="checkbox"/> Allergies List  | <input type="checkbox"/> Clinical Notes                            |
| <input type="checkbox"/> Crisis Plan/Safety Plan   | <input type="checkbox"/> Diagnoses                                 |
| <input type="checkbox"/> Treatment Plan  | <input type="checkbox"/> Separate Psychotherapy Notes              |
| <input type="checkbox"/> Only Health Information for these dates - From: _____ To: _____     |  |
| <input type="checkbox"/> Only Health Information about a specific condition (specify): _____ |  |
| <input type="checkbox"/> Other (specify): _____  |  |

**From:** I authorize the entity described below (“Disclosing Entity”) (check all that apply):

- Salish Behavioral Health Administrative Services Organization (Salish BH-ASO)
- The Individual’s Apple Health (Medicaid) Managed Care Plan  
Name of Entity (Optional): \_\_\_\_\_
- The Individual’s Medicare Managed Care Plan  
Name of Entity (Optional): \_\_\_\_\_
- The Individual’s Health Care Provider  
Name of Entity (Optional): \_\_\_\_\_
- Other Disclosing Entity (Name or Designation): \_\_\_\_\_

**To:** To use and disclose Health Information to the following recipient (“Recipient”) (Check all that apply):

- Salish BH-ASO (See above contact information)
- The Individual’s Apple Health Plan (Name): \_\_\_\_\_
- The Individual’s Medicare Managed Care Plan (Name): \_\_\_\_\_
- The Individual’s Health Care Provider or other Health Plan (Name): \_\_\_\_\_  
Address: \_\_\_\_\_



City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

A Designated Person (Name): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Why:** For the purpose of (check all that apply):

- As I requested
- For payment or coverage purposes
- For health care operations
- For care coordination/continuity of care
- To appeal a determination or to address a grievance
- For treatment purposes
- Other (specify purpose(s)): \_\_\_\_\_

**I understand:**

Redisclosure: If Recipient is not a health care provider or health plan, then the Health Information used and disclosed under this Release potentially may be shared or redisclosed by Recipient and may not be protected by federal or state privacy laws. When disclosing Health Information, Salish BH-ASO, if applicable, will send the attached notice with the Health Information. This notice informs Recipient that it is not allowed to disclose, without consent or authorization by or on behalf of the Individual, certain Health Information, such as certain information concerning substance use disorder, AIDS, or sexually transmitted disease.

Refusal to Sign: I may refuse to sign this Release. My refusal will not affect the Individual's ability to receive treatment, payment for services, enrollment in a health plan, or eligibility for benefits. Health Information may be used and disclosed as permitted or required by law, even if I do not sign this Release.

Revocation: I have the right to revoke or take back this Release at any time, except to the extent that the Disclosing Entity already has taken action in reliance on this Release. I may take back or revoke this Release by contacting the Salish BH-ASO Privacy Officer. Generally, my revocation must be in writing, but a verbal revocation may be permitted for Health Information that involves certain substance use disorder information.

Expiration: Unless earlier revoked, this Release will expire or end on (date or event): \_\_\_\_\_

Authorization: I have read this Release and had an opportunity to have my questions answered. I willingly agree to this Release as, or on behalf of, the Individual:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* \* \*

If signed by an authorized representative on behalf of the Individual, please complete the following and attach any legal documentation:



Authorized/Legal Representative (Full Name):

Authority to Act on behalf of the Individual (specify):

- Parent
- Legal Guardian
- Holder of a Health Care Power of Attorney
- Other (describe):

**NOTICE TO RECIPIENT:**

To the extent applicable:

42 CFR Part 2 prohibits unauthorized disclosure of these records

\*\*\*\*\*

This information has been disclosed to you from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of any sexually transmitted disease information without the specific written authorization of the person to whom it pertains, or as otherwise permitted by state law. A general authorization for the release of sexually transmitted disease information is NOT sufficient for this purpose.

\*\*\*\*\*



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** PRIVACY ADMINISTRATIVE REQUIREMENTS FOR IMPLEMENTATION AND MAINTENANCE OF HIPAA AND 42 CFR Part 2

**Policy Number:** PS903

**Effective Date:** 1/1/2020

**Revision Dates:**

**Reviewed Date:**

**Executive Board Approval Dates:**

### PURPOSE

To outline the obligations relating to the implementation and maintenance of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), including 45 CFR Parts 160, 162, 164, and 42 CFR Part 2.

### POLICY

It is the policy of the Salish Behavioral Health Administrative Services Organization (SBH-ASO) that its workforce follows HIPAA of 1996/2003, HITECH of 2009, and current 42 CFR Part 2.

### PROCEDURE

- 1. Personnel Designations:** SBH-ASO has documented designations of the following:

**Privacy Officer:** SBH-ASO has a designated individual to be the Privacy Officer, responsible for the development, implementation, and maintenance of SBH-ASO wide policies and procedures relating to the safeguarding of PHI. This individual is also responsible for receiving complaints relating to PHI and for providing information about SBH-ASO's privacy practices.

- 2. Training Requirements:** SBH-ASO must document the following training



actions:

Each new workforce member shall receive training on current HIPAA privacy regulations, HITECH regulations and 42 CFR Part 2 within a reasonable time after joining the workforce, and every year thereafter. Each workforce member, whose functions are impacted by a material change in the policies and procedures relating to PHI, or by a change in position or job description, must receive the training as described above within a reasonable time after the change becomes effective.

3. **Safeguards:** SBH-ASO has in place appropriate administrative, technical, and physical safeguards to reasonably safeguard PHI from intentional or unintentional unauthorized use or disclosure.
4. **Complaint Process:** SBH-ASO has in place a process for individuals to make complaints about the SBH-ASO's HIPAA, HITECH, and 42 CFR Part 2 policies and procedures and/or the entity's compliance with those policies and procedures and must document all complaints received and the disposition of each complaint.
5. **Disciplinary Action:** SBH-ASO will initiate disciplinary action against workforce members who fail to comply with HIPAA, HITECH, and 42 CFR Part 2 policies and procedures. (Note - there are exceptions for disclosures made by workforce members who qualify as whistleblowers or certain crime victims.)
6. **Mitigation Efforts Required:** SBH-ASO will mitigate, to the extent practical, any harmful effects of unauthorized uses or disclosures of PHI by SBH-ASO or any of its business associates.
7. **Intimidating or Retaliatory Acts and Waiver of Rights Prohibited:**

**Prohibition on Intimidating or Retaliatory Acts:** No employee of SBH-ASO shall intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual for the exercise of their rights or participation in any process relating to HIPAA and 42 CFR Part 2 compliance, or against any person for filing a complaint with the Secretary of the U.S. Department of Health and Human Services, participating in a HIPAA or 42 CFR Part 2 related investigation, compliance review, proceeding or hearing, or engaging in reasonable opposition to any act or practice that the person in good faith believes to be unlawful under HIPAA or 42 CFR Part 2 regulations as long as the action does not involve disclosure of PHI in violation of the regulations.

**Prohibition on Waiver of Rights:** No employee of SBH-ASO shall require individuals to waive any of their rights under HIPAA or 42 CFR Part 2 as a condition of treatment, payment, enrollment in a health plan, or eligibility for benefits.

- 8. Policies and Procedures:** SBH-ASO will document the following actions relating to its policies and procedures:

**Required Policies and Procedures:** SBH-ASO has in place policies and procedures to assure appropriate safeguarding of PHI in its operations.

**Changes to Policies and Procedures:** SBH-ASO changes its policies and procedures as necessary and appropriate to conform to changes in law or regulation. SBH-ASO also may make changes to policies and procedures at other times as long as the policies and procedures are still in compliance with applicable law. Where necessary, SBH-ASO will make correlative changes in its Privacy Notice. SBH-ASO will not implement a change in policy or procedure prior to the effective date of the revised Privacy Notice.

- 9. Documentation Requirements:** SBH-ASO maintains the required policies and procedures in written or electronic form and will maintain written or electronic copies of all communications, actions, activities or designations as are required to be documented hereunder, or otherwise under the HIPAA or 42 CFR Part 2 regulations, for a period of ten years from the later of the date of creation or the last effective date.
- 10. Distribution of Privacy Notice:** SBH-ASO makes available Privacy Notices to all contracted providers of SBH-ASO for distribution to Individuals new to service. SBH-ASO will promptly revise and distribute its notice whenever there is a material change to the uses and disclosures, the Individual's rights, SBH-ASO's legal duties, or other privacy practices stated in the notice.



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** PRIVACY AND SECURITY POLICIES MAINTENANCE PLAN **Policy Number:** PS903a

**Effective Date:** 1/1/2020

**Revision Dates:**

**Reviewed Date:**

**Executive Board Approval Dates:**

Task	Staff Responsible	Comments	Frequency/ Due Date	Comments
Designation of Privacy Officer	Administrator	The role of the Privacy person is to be a point of contact for all HIPAA, HITECH, and 42 CFR Part 2 concerns, investigate and report violations, as needed, and maintain up to date trainings and activities.	As needed	
Through the Monitoring Review process ensure continuous monitoring of compliance with SBH-ASO Privacy policies throughout network	Privacy Officer	This is on the Monitoring Review Tool	On-going, annual reviews	
Through the Monitoring Review process ensure continuous monitoring that the	Privacy Officer	This is on the Monitoring Review Tool	On-going, annual reviews	

<b>Task</b>	<b>Staff Responsible</b>	<b>Comments</b>	<b>Frequency/ Due Date</b>	<b>Comments</b>
provider staff are instructed in the confidentiality requirements				
Through the Monitoring Review process ensure continuous monitoring that the provider staff signed statement that acknowledges understanding of requirements in personnel records.	Privacy Officer	This is on the Monitoring Review Tool	On-going, annual reviews	
Assure all SBH-ASO staff have on file a signed statement that acknowledges understanding of requirements	Privacy Officer	Signed statements for each SBH-ASO staff person will be kept on file by the Privacy Officer.	Annually	
Provision of Training requirements	Privacy Officer	SBH-ASO staff is trained on the HIPAA privacy regulations.	Upon hire (w/in 90 days) and every year after	
Assure all staff who have received HIPAA training have signed a statement acknowledging the training	Privacy Officer	To be completed at the time of training and kept on file with signed statements that acknowledge understanding of requirements	Upon hire (w/in 90 days) and every year after	
Maintain Breach Log and submit to HHS secretary as required	Privacy Officer	Maintain a Breach Log of any violation of SBH-ASO Privacy Policy and/or any HIPAA/HITECH/42 CFR Part 2 breaches. Includes risk analysis for any identified breach and notification of the Secretary of HHS as required.	Ongoing maintenance. Annual reporting, or as required.	
Maintain a risk assessment that is updated regularly and as needed	Privacy Officer /Compliance Officer	Maintain a current risk assessment report to mitigate privacy, security and compliance issues. This report is reviewed regularly for changes to the process and updated as needed.	Annually and/or as needed.	
Creation and distribution of a privacy and/or security reminder newsletter/flyer	Privacy Officer	To be distributed via email and in routine meetings	Semiannually	

<b>Task</b>	<b>Staff Responsible</b>	<b>Comments</b>	<b>Frequency/ Due Date</b>	<b>Comments</b>
Continuous practice of physical safeguards.	All SBH-ASO Staff	Any documentation containing PHI is maintained in a locked file cabinet with keys hidden.	Ongoing	
Posting of Privacy Notice	Privacy Officer	The SBH-ASO Privacy Notice is posted in a visible area.	Ongoing	
Accounting of Disclosures	Privacy Officer	A file containing a log to document disclosures is maintained by the Privacy Officer.	Ongoing	
Continuous practice of password protection.	Kitsap County Information Services Department, All SBH-ASO Staff	All SBH-ASO staff have a unique and confidential password to access the SBH-ASO computer systems and e-mail. Passwords are regularly changed (every 60 days) maintain security of the system.	Ongoing	
Observation of E-mail confidentiality policies.	All SBH-ASO Staff	It is the policy and practice of the SBH-ASO that no e-mail message shall be sent containing PHI unless it is sent with electronic encryption that meets National Institute of Standards and Technology to verify email address. If at any time either an SBH-ASO employee or contactor transmits unencrypted PHI as part of an e-mail message, the SBH-ASO employee shall immediately notify the sending party and the Privacy Officer.	Ongoing	
Observation of Fax confidentiality policies.	All SBH-ASO Staff	A HIPAA confidentiality statement is on the SBH-ASO fax cover sheet. Faxes should only be sent with the SBH-ASO fax cover sheet.	Ongoing	

Task	Staff Responsible	Comments	Frequency/ Due Date	Comments
Use of other Electronic Communication	All SBH-ASO Staff	Electronic communications containing PHI may be accomplished using the shared network drive that will be accessible to SBH-ASO staff and provider agencies through the system "Virtual Private Network/Secure Socket Layer system".	Ongoing	
Ensure signed Business Associate Addendum are in place	Administrator	Each contract provider must have signed the Business Associate Addendum. The addendums are kept on file at the SBH-ASO office.	Ongoing	
Website	Website Administrator	A Privacy and Security statement is added to the SBH-ASO Behavioral Health webpage within the Kitsap County website.	Ongoing	



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** PRIVACY TRAINING FOR AGENCY STAFF

**Policy Number:** PS904

**Effective Date:** 1/1/2020

**Revision Dates:**

**Reviewed Date:**

**Executive Board Approval Dates:**

### PURPOSE

The Salish Behavioral Health Administrative Services Organization (SBH-ASO), in an effort to ensure staff are knowledgeable with the Privacy Rules of Health Insurance Portability and Accountability Act's (HIPAA) Administrative Simplification provisions and 42 CFR Part 2, sets out in this policy to define requirements for training of the Privacy and Security Regulations of the law.

### POLICY

SBH-ASO stores protected health information electronically and pays for services electronically so are considered a "covered entity" under HIPAA.

SBH-ASO requires all workforce to be trained on its policies, procedures, and practices for privacy, security, and breach response, including appropriate use and disclosure of Protected Health Information (PHI), facilitating rights of Individuals, and safeguarding PHI, as necessary and appropriate for workforce to carry out their functions.

### PROCEDURE

1. **Training** – SBH-ASO shall provide or arrange for training of its workforce as necessary and appropriate to carry out their functions and to comply with HIPAA, 42 CFR Part 2, Washington Law, and applicable Business Associate Agreements.
2. **Timing of Training**
  - a. **Orientation** – As part of its orientation process or within a reasonable time after the workforce member is hired or otherwise begins providing services for SBH-ASO, the SBH-ASO through its Privacy Officer will train workforce members (including full- and part-time employees, interns and volunteers) in SBH-ASO privacy, security and breach policies, procedures and practices.

- b. **Changes to Privacy Practices** – Whenever there are material changes to SBH-ASO’s privacy policies, procedures and practices, the Privacy Officer will determine the workforce members affected by the changes and coordinate the training of those workforce members.
  - c. **Changes in Functions** – The Privacy Officer will determine and coordinate training for workforce members whose job functions change in a manner that requires additional training.
  - d. **Periodic Updates** – SBH-ASO will provide or arrange for refresher training on an annual basis.
3. **Targeted Training** – SBH-ASO will train workforce members in accordance with their role at the SBH-ASO and their functions with regards to PHI.
4. **Failure to Successfully Complete Training** – Workforce members who fail to fulfill their training obligations will be subject to disciplinary processes.
5. **Documentation** – All trainings will be documented as to content and attendance. Documentation shall be retained for at least ten (10) years and shall include:
  - a. Policies and procedures for workforce training.
  - b. Evidence that trainings were developed and presented to the workforce.
  - c. Attendance, dates and topics of training.





## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** DESIGNATED RECORD SET

**Policy Number:** PS905

**Effective Date:** 1/1/2020

**Revision Dates:**

**Reviewed Date:**

**Executive Board Approval Dates:**

### PURPOSE

The Salish Behavioral Health Administrative Services Organization (SBH-ASO), in compliance with the Privacy Rules of Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification provisions, 42 CFR Part 2, and Washington law, sets out, in this policy, the elements of the designated record set and the creation and maintenance of data sources that contain protected health information (PHI).

### POLICY

The SBH-ASO shall identify categories of records maintained, collected, used, or disclosed by the SBH-ASO that contain PHI and are used (including in part) to make decisions about Individuals, including eligibility for benefits, payment, claims adjudication, authorizations, and case or medical management records maintained by or for the SBH-ASO.

This policy mandates that the SBH-ASO maintain accurate and complete records for each of our individuals so that they can exercise their rights to access, review, and amend their PHI maintained in a designated record set as required under HIPAA.

### PROCEDURE

#### 1. Designated Record Set

- A. **Scope** – The term “record” means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disclosed by or for the SBH-ASO. The Designated Record Set is: (a) the medical and billing records about Individuals maintained by or for a covered Health Care Provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a covered Health Plan; and (c) used in whole or in part, by or for the Covered Entity to make

- decisions about the Individual. The SBH-ASO, through its Privacy Officer, has created and will maintain a database that identifies all specific internal Designated Record Set components, the basic content, the location of the documentation, the contact person, and whether stored in electronic or paper form.
- B. **Database of Designated Record Sets** – All original components of the Designated Record Set will be maintained and stored at the SBH-ASO’s main office under the supervision of the Privacy Officer. The Privacy Officer (or his or her designee) will verify, as components are received, they are entered into the database.
  - C. **Database Search** – Requests by Individuals to have access to, amend or restrict will trigger a search of the database and will be noted in the database.
  - D. **Complete Database** –
    - i. If a workforce member is uncertain whether a certain document or piece of information belongs in the Designated Record Set, then the workforce member should contact the appropriate supervisor or the Privacy Officer for advice.
    - ii. If a workforce member believes there are documents in an Individual’s Designated Record Set that do not belong, then the workforce member should contact the appropriate supervisor or the Privacy Officer.
2. **Determination Process** – The documentation maintained by the SBH-ASO will be evaluated to determine those groups of records that should be categorized as Designated Record Sets. The defined process should provide that the following information is gathered about the evaluated records:
- A. Documentation type;
  - B. Basic content;
  - C. Location of the documentation;
  - D. Contact person;
  - E. Paper/Electronic documentation;
  - F. Whether the documentation contains PHI; and
  - G. Whether the documentation is used to make decisions about the Individual.
3. **Inclusion within Designated Record Set** – SBH-ASO will maintain the following items in a Designated Record Set:
- A. **Correspondence** – Any records generated by, or correspondence between, SBH-ASO workforce and the Individual or others involved in the Individual’s care;
  - B. **Authorization** – Authorizations for BH-ASO funded services or other written acknowledgements of the Individual’s eligibility for services;
  - C. **Applications** – Applications for Children’s Long-Term Inpatient Program (CLIP) services;
  - D. **Reconciliations** – Inpatient reconciliation of encounters;
  - E. **Encounter Records** – Records including dates, services rendered, name(s) of provider(s), coding, and other information used to determine services provided, funding allocation and reconciliation.

- F. **For Decisions** – Any other records or PHI used, in whole or in part, to make decisions about the Individual and case or medical management records maintained by or for the SBH-ASO.
  - G. **Payment** – Documents related to enrollment, payment, claims adjudication and case or medical management records.
  - H. **Grievances** – Documents necessary to determine resolutions with regards to grievances.
4. **Exclusion from Designated Record Set** – The Designated Record Set will not include:
- A. Education records governed by the Family Educational Rights Privacy Act (FERPA) and exempt from HIPAA
  - B. Psychotherapy notes
  - C. PHI exempted by the Clinical Lab Improvements Act (CLIA)
  - D. Information involved in civil, criminal, or administrative actions or records assembled in anticipation of a legal action
  - E. Information, which was created as part of a research study to which the patient has temporarily waived right to access
  - F. Health information that is not used to make decisions about the client
  - G. Quality improvement records
  - H. Risk management records including incident reports
  - I. Employment records held by the SBH-ASO in its role as employer
5. **Multiple Repositories** - PHI is kept in many forms throughout the SBH-ASO. Each of the existing repositories of PHI have been identified, documented, and approved for usage. It is our policy that any new need for creation of an additional repository of PHI must follow the same process. Unsanctioned maintenance of PHI in any form will lead to disciplinary action.
6. **Exemption for Routine Requests** – This policy does not apply to routine requests that do not involve clinical information, such as an Individual at registration requesting the update of contact information. A workforce member may handle routine requests informally by appropriately updating the information.
7. **Documentation** – Documentation relating to Designated Record Sets shall be retained at least ten (10) years and shall include the following:
- A. All relevant policies and procedures
  - B. Relevant databases
  - C. All requests by Individuals for access to a Designated Record Set



## SBH-ASO POLICIES AND PROCEDURES

**Policy Name:** QUALITY MANAGEMENT PLAN

**Policy Number:** QM701

**Effective Date:** 1/1/2020

**Revision Date(s):** 3/5/2020

**Reviewed Date:** 7/16/2019

**Executive Board Approval Dates:** 11/1/2019

### QUALITY MANAGEMENT SYSTEM OVERVIEW

The Salish Behavioral Health Administrative Services Organization's (SBH-ASO) Quality Management Plan (QMP) is a working document within the Quality Management Program (the Program) that describes the system and activities that guide quality assurance and improvement to ensure the on-going practice of evaluating, monitoring, and improving the quality of behavioral health services delivered within the three counties served by the SBH-ASO.

### ELEMENTS OF THE QUALITY MANAGEMENT PROGRAM

#### Those We Serve

The SBH-ASO serves non-Medicaid individuals who receive SBH-ASO services from any of our contracted Behavioral Health Agencies (BHAs) as well as those individuals who utilize crisis services.

Any individual in the Salish three-county region, regardless of funding source, is eligible for crisis services. Crisis services include a 24-hour crisis line, mobile crisis outreach, and involuntary commitment services.

#### Executive Board

The Executive Board is the main leadership and decision-making body of the SBH-ASO. The Executive Board authorizes the Program via its approval of this Plan, charging the Quality Assurance and Compliance Committee (QACC) with the responsibility of providing ongoing operational leadership of continuous quality improvement activities at the SBH-ASO. The ongoing activities of the Program are carried out by SBH-ASO staff and the members of the SBH-ASO Provider Network. The Executive Board is comprised of three county commissioners, one from each constituent county: Kitsap, Jefferson, and Clallam, as well as one Tribal elected official.

### Advisory Board

The purpose of the SBH-ASO Advisory Board is to provide community and individual input to the Executive Board and SBH-ASO staff. The Advisory Board consists of a representative demographic and geographic mix of the service population. At least 51% of the board consists of persons with behavioral health lived experience, their family members, and/or persons self-identified as being in recovery from a behavioral health disorder. County and Law Enforcement is also represented. There is a limit of four elected officials. Multiple three-year terms may be served.

The Advisory Board meets at least quarterly to review reports from the SBH-ASO staff and QACC. Based on information presented, the Advisory Board evaluates whether implementation of system changes are effective and may make recommendations for system-wide improvements to enhance the quality of services within the network. The Advisory Board may report their recommendations to the SBH-ASO Administrator and/or the Executive Board for further action.

### Ombuds

The SBH-ASO Ombuds advocate for all Individuals in its defined service area, regardless of an Individual's ability to pay, including Medicaid eligible members and assist providers to ensure dignified and quality services. The Ombuds operate independently from the SBH-ASO and providers. The Ombuds report trends concerning client perceptions, family satisfaction, and ancillary provider issues to the QACC and Advisory Board at least biennially.

### Quality Assurance and Compliance Committee (QACC)

The QACC provides oversight of the quality assurance and improvement process and activities, as well as the Program Integrity and Compliance program for the SBH-ASO. Represented on the QACC are representatives from each of the providers, and an SBH-ASO staff to facilitate, typically the Quality and Compliance Manager. The QACC provides direct oversight of this document and the SBH-ASO Compliance and Program Integrity Plan.

### Behavioral Health Service Providers

Providers have an organizational structure and quality management programs unique to them. The provider agencies have their own Quality Management Plans that incorporate the SBH-ASO QMP. Ongoing participation in the Quality Management System is required.

Service providers are required to develop a Quality Management Plan unique to their agency. Expectations for these plans are informed by regional trends, unique trends or characteristics of each agency, contract requirements, and relevant statutes. The SBH-ASO evaluates provider plans for objective and measurable performance indicators. The plans are monitored through the Annual Monitoring Review process.

## **PURPOSE**

The activities of this plan seek to assure compliance and continuous improvement within the system regarding:

- Cultural competency
- Age appropriate services

- Commitment to recovery, rehabilitation, and reintegration philosophies
- Clinical practices based on valid and reliable evidence, including the use of Practice Guidelines
- Coordination and continuity of care
- Appropriate utilization of services for crisis, state, and Block Grant-funded services in accordance with contract requirements
- Maintenance of capacity
- Accessibility
- Individual participation
- Stakeholder participation
- Continuous system improvement

### MONITORING TOOLS AND ACTIVITIES

The SBH-ASO Quality Management Program functions to monitor performance in four main areas: quality of services, satisfaction, administrative practices, and compliance. The SBH-ASO analyzes information gathered through quality assurance tools and activities to develop improvement strategies to enhance quality in any one or more of the identified categories.

The following chart describes the quality assurance activities and tools that may be used to monitor performance in each of four categories:

	Quality of Services	Satisfaction	Administrative Practices	Compliance
Reports	Performance Measure Tracking Ombuds Quarterly Activity Quarterly Grievance Reports Quarterly Critical Incident Tracking/ ReviewsUtilization Management Trends	Ombuds Quarterly Activity Quarterly Grievance System Reports Advisory Board Feedback	Revenue and Expenditure Report	Quarterly Compliance Reporting to the QACC Ad Hoc Reports
Reviews	Critical Incident Tracking/ Reviews Health Information System Data Reviews Annual Monitoring Reviews Ad Hoc Reviews	Grievance System Tracking Annual Monitoring Reviews	Annual Monitoring Reviews	Annual Monitoring Reviews Biennial Practice Guideline Reviews Ad Hoc Reviews

## COLLECTING AND ANALYZING INFORMATION

Information regarding the quality and appropriateness of care individuals receive through network services is gathered from an array of sources and activities, as listed above. Trends and issues identified through the collection and analysis of information are reported to the providers, the SBH-ASO Administrator, the QACC, and/or the Advisory Board. Plans for collecting and analyzing information are as follows:

### **Chart Reviews and Other Targeted Reviews**

**Description:** Chart reviews are a key quality assurance activity performed by the SBH-ASO staff to monitor and analyze the quality and intensity of services as well as the fit between services needed and those actually provided. Chart review activities take place as a part of the Annual Monitoring Review (see next section, below). Additional chart review tools may be developed when trends are identified through the results of quality assurance activities that warrant an ad hoc review.

Specifically, these chart review tools and processes:

- address GFS/FBG requirements according to contract as well as Crisis Services as provided by SBH-ASO network providers;
- evaluate the continuity of services from the individual's request for services through discharge,
- assess the degree to which services progress the individual toward recovery and resiliency,
- include items that evaluate provider compliance with the SBH-ASO contract, policies, and pertinent WAC regulations;
- include items that monitor crisis services, timeliness of response, incorporation of individual and family voice, and provision of services in least restrictive environments;
- include parameters that monitor over- and under-utilization of services;
- assess client needs, coordination of care for special populations, housing and linkages with other systems, and cultural and linguistic competence;
- monitor that individual rights are clearly stated;
- monitor and explore targeted issues as identified by quality indicators tracking or other indicators;
- evaluate treatment plans for timeliness, participation of enrollee and natural supports, applicable consultation with specialists, and other WAC requirements; and
- monitor coordination of care with other systems, including individuals' primary care providers; and
- monitor adherence to Practice Guidelines.

**Data Collection and Analysis Plan:** The representative sample of charts reviewed may include the following for Crisis Services and GFS/FBG services:

- Crisis Service Standards
- Overutilization
- Underutilization
- GFS and FBG Requirements
- Intake reviews of individuals not authorized for care

Additional analyses of care may be conducted as indicated by results of monitoring activities. Data collected from chart reviews are compiled and analyzed by SBH-ASO staff. Reports are prepared and compared with previous reviews to identify trends and evidence of improvement. Review results are reported to the providers and Corrective Action Plans are required when results indicate. System-wide trends are reported to QACC.

### **Annual Monitoring Reviews:**

**Description:** The SBH-ASO has a standardized process for subcontractor annual monitoring reviews (see AD102, Provider Network Selection, Retention, Management, and Monitoring Policy). The purpose of the reviews is to monitor subcontractor administrative, clinical, fiscal, and compliance practices.

**Data Collection and Analysis plan:** Subcontractor Annual Monitoring Reviews are conducted by SBH-ASO staff. These reviews ultimately provide oversight, feedback, recommendations, and Corrective Action Plans when warranted. Results of Annual Monitoring Reviews are summarized for the Advisory Board, system-wide trends are reported to QACC, while individual reports are provided to the subcontractors.

### **Over and Under-Utilization Monitoring Projects**

**Description:** The SBH-ASO expects each individual to receive the right amount and type of service. The SBH-ASO has mechanisms in place to detect both overutilization and underutilization of services as outlined in the SBH-ASO Utilization Management policies and procedures.

### **Critical Incident Management System**

**Description:** The SBH-ASO assures all contractually defined critical incidents (CI) occurring within the network are reported to HCA and reviewed in a standardized way as per policy. (See SBH-ASO Policy Critical Incidents.)

**Data Collection and Analysis Plan:** Critical incidents are recorded from provider reports and tracked. This information is used to identify trends, track investigations, and analyze concerns. The SBH-ASO maintains an Internal Quality Committee (IQC) which reviews all CI reported to the SBH-ASO. The SBH-ASO works with the providers to collect and forward information to HCA regarding efforts to prevent or lessen the possibility of similar incidents in the future or to increase intervention for an Individual when incident behavior escalates in severity or frequency, as appropriate and required by contract. Chart reviews and targeted reviews of provider CI files may be performed as necessary. The QACC reviews the trends noted annually and recommends further region-wide system improvements.

### **Utilization Management Trends Reports**

**Description:** The Utilization Management Trends report is generated by the internal SBH-ASO authorization database and describes statistics and patterns regarding authorization and utilization of behavioral health services. The description includes inpatient, outpatient, and residential services.

**Data Collection and Analysis Plan:** Utilization management data is collected from the monthly authorization tracking reports. The Utilization Manager, Clinical Director, Medical Director, and the QACC analyzes the reports for trends and opportunities for improvement relating to crisis services.

### **Quality Indicators Tracking**

**Description:** The QACC oversees the contractual measures of performance, such as metrics for the SBH-ASO Customer Service phone line, Mental Health and SUD Federal Block Grant services, Crisis System Call Center Performance, Mobile Crisis Team, and any others as may be required by contract. The QACC reviews interpretations of the data provided by QM Program staff and makes recommendations based on those interpretations.

Specifically, required Crisis System metrics include the following:

1. Call Center Performance Metrics
  - A. Quantity
    - i. The total number of crisis calls received at the call centers;



- ii. Demographic of all crisis callers, to include: name, age, gender, ethnicity, and fund source (Medicaid & non Medicaid); and
- iii. The total number of crisis callers enrolled and active in any behavioral health treatment services.

B. Quality

- i. Crisis Call Center “call abandonment rate” of 5 percent or less;
- ii. 90 percent of all Call Center crisis calls are answered live within thirty seconds; and
- iii. Crisis Call Center utilization rate: frequency of usage by crisis callers within the previous 6 months. Note: this is a total count of crisis calls by individual.

C. Outcomes

- i. Disposition of all Call Center crisis calls: (a) resolved online; (b) referred to mobile crisis outreach and/or Designated Crisis Responder (DCR); (c) referral to outpatient treatment provider; (d) referral to inpatient treatment provider; or (e) referral law enforcement.

2. Mobile Crisis Outreach Performance Metrics

A. Quantity

- i. The total number of mobile crisis outreach; and
- ii. The total number of DCR events.

B. Quality

- i. The number of mobile crisis outreach events in which the response time was within two (2) hours (or less) of the referral to an emergent crisis and 24 hours (or less) for a referral to an urgent crisis.

C. Outcomes

- i. Disposition of all mobile crisis and/or DCR outreach events: (a) resolved on scene; (b) voluntary treatment referral; (c) involuntary treatment referral; or (d) law enforcement referral.

3. Crisis Services Reporting

A. Quarterly Reporting

- i. All Crisis Services metrics will be reported quarterly (these reports exclude the demographics of all crisis callers). The report is submitted to the HCA by the 15th of the month following the end of the quarter.

B. Annual Reporting

- i. The Crisis Services report is to be submitted to the HCA annually per HCA BH-ASO contract.
- ii. The annual report will include a summary, analysis, and findings of all crisis metrics in the previous calendar year.
- iii. The annual report will include an analysis of coordination with regional MCO's, community court system, First Responders, criminal justice system, inpatient/residential service providers, and outpatient behavioral health providers to operate a seamless crisis system and acute care system that is connected to the full continuum of health services, consistent with SBH-ASO HCA contract.
- iv. The annual report will include an analysis of Consumer crisis prevention plans to reduce unnecessary crisis system utilization and maintain the Consumer's stability, consistent with SBH-ASO HCA contract.
- v. The annual report will include the identification, development, and implementation of any strategies to improve the crisis system over time, consistent with SBH-ASO HCA contract .

**Data Collection and Analysis Plan:** The Quality and Compliance Manager and/or Quality Specialist/Data Analyst collect data, calculate measures, develop an analysis for each quality indicator, and monitor the findings. These findings are reported to providers as appropriate. All indicators are reported to the Internal Quality Committee (IQC) at least quarterly and QACC at least annually. Baseline and targets, if applicable, are established by contract. Data collected and analyzed for each indicator assists the QACC and SBH-ASO to identify necessary improvements and implement change to enhance the overall quality of behavioral health services within the region.

### **Grievance and Appeal Tracking**

**Description:** The SBH-ASO has a system in place for individuals to pursue grievances and appeals as well as access Administrative Hearings. (See SBH-ASO Policy CA402 Grievance System.) The SBH-ASO generates the Grievance System deliverable report, as required by HCA, which tracks SBH-ASO grievances, appeals, Administrative Hearings, and Notices of Adverse Authorization Determinations including Actions on a quarterly basis.

**Data Collection and Analysis Plan:** The Ombuds provide to the SBH-ASO Quality and Compliance Manager quarterly reports that track the Ombuds outreach and grievance activities. The Ombuds also report trends and issues they have identified to the QACC as they arise. The SBH-ASO collects grievance data directly submitted and resolved within the SBH-ASO and generates a quarterly report deliverable. The QACC reviews the SBH-ASO quarterly grievance reports to assess trends and inform quality assurance activities.

### **Compliance and Program Integrity Plan**

**Description:** The SBH-ASO Compliance and Program Integrity Plan establishes a culture within the network that promotes prevention, detection, and resolution of instances of conduct that do not conform to federal and state law as well as federal and state funded health care program requirements. SBH-ASO staff members, governing board members, QACC members, network providers, and subcontractors that encompass the operations of the SBH-ASO are expected to act in accordance with the Compliance and Program Integrity Plan. (See SBH-ASO Policy Compliance and Program Integrity Plan.)

**Data Collection and Analysis Plan:** The Compliance and Program Integrity Plan includes mechanisms to immediately investigate and report allegations of fraud and abuse to the statewide reporting entity, Medicaid Fraud Control Division, and the HCA. The SBH-ASO Quality and Compliance Manager reviews compliance plans and evidence of applicable trainings through the monitoring reviews occurring annually for each provider and subcontractor. Recommendations are made as needed.

## **INCORPORATING FEEDBACK**

The SBH-ASO will incorporate feedback from monitoring and analysis activities described in this plan. This feedback is incorporated into SBH-ASO quality management and improvement processes from a variety of stakeholders including:

- **Individuals and family members**
  - Feedback is continually gathered from their participation in the QACC, Ombuds, and the SBH-ASO Advisory Board.
  - Inter-Tribal meetings are held with the SBH-ASO, network providers, and local Tribal Social Services/ Wellness program directors to ensure culturally competent services and system coordination.
- **Network Providers**
  - Input is gathered through their participation on the QACC and other regional meetings.
- **Other Stakeholders**
  - Feedback is incorporated from the monitoring activities of the HCA.
  - Results of monitoring activities described in this plan are summarized and reviewed by the QACC and reported to the Advisory Board and Executive Board, as appropriate. Results of each monitoring activity will be documented and communicated to each network provider, as applicable.
- Each Provider is expected to develop a plan to address areas needing improvement.
- The QACC identifies opportunities for improvement and makes recommendations based on findings. Recommendations may include development of procedural changes or clinical practices. Changes

may be facilitated by the Network Providers, the Advisory Board, or other processes developed within the SBH-ASO.

## **REVIEW OF QUALITY MANAGEMENT PLANS AND STRATEGIES**

The Quality Management Plan is reviewed at least annually. The necessity for Quality Management Plan changes are identified by the Quality and Compliance Manager based upon contractual changes, through the QACC, and the results of quality management activities described in this plan in consultation with the SBH-ASO Leadership Team.

The Quality Management Plan may be revised by SBH-ASO staff upon recommendation of the QACC. Such recommendations are based on data and analysis from the full range of quality assurance activities, including results received from external audits or HCA reviews. Changes to the plan must also occur when required by changes in relevant statutes.

The approved Quality Management Plan is then disseminated to providers and other stakeholders within the network.



## SBH-ASO POLICIES AND PROCEDURES

**Policy Name:** NOTICE REQUIREMENTS

**Policy Number:** UM802

**Effective Date:** 1/01/2020

**Revision Dates:** 2/24/2020

**Reviewed Date:** 7/12/2019

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

To ensure notices regarding Individuals' services are provided in a manner that gives timely, clear and easily understood information to Individuals seeking and receiving behavioral health services.

### DEFINITIONS

**Adverse Authorization Determination** means the denial or limited authorization of a requested Contracted Service for reasons of medical necessity (see Notice of Action) or any other reason such as lack of available resources.

**Notice of Action** means a written notice that must be provided to an Individual to communicate denial or limited authorization of a non-Medicaid service offered by Salish Behavioral Health Administrative Services Organization (SBH-ASO) based on medical necessity (a decision not to authorize due to lack of available resources is not considered a medical necessity decision).

### POLICY

SBH-ASO has a notice process in place for services. SBH-ASO is responsible for sending notices of authorization and notices of a denial, reduction, termination, or suspension of services based on Level of Care Guidelines for non-Medicaid Individuals. This policy and procedure delineates the timeframes for notices and the information that must be included in the notice.

### PROCEDURE

Timeframes for Authorization Decisions

1. SBH-ASO must provide a written Notice of Adverse Authorization Determination (including Actions) to the Individual, or their legal representative, and the requesting provider, if a denial, reduction, termination, or suspension occurs. SBH-ASO shall adhere to the requirements set forth in this document under Notification of Coverage and Authorization Determination.
2. SBH-ASO is required to acknowledge receipt of a standard authorization request for psychiatric inpatient services within two (2) hours and provide a decision within twelve (12) hours of receipt of the request.
3. SBH-ASO shall provide for the following timeframes for authorization decisions and notices:
  - a. For denial of payment that may result in payment liability for the Individual, at the time of any Action or Adverse Authorization Determination affecting the claim.
  - b. For termination, suspension, or reduction of previously contracted services, ten (10) calendar days prior to such termination, suspension, or reduction, unless the criteria stated in 42 C.F.R § 431.213 and 431.214 are met.
  - c. Standard authorizations for planned or elective service determinations: The authorization decisions are to be made and notices of Adverse Authorization Determinations are to be provided as expeditiously as the Individual's condition requires. SBH-ASO will make a decision to approve, deny, or request additional information from the provider within five (5) calendar days of the original receipt of the request. If additional information is required and requested, SBH-ASO will give the provider five (5) calendar days to submit the information and then approve or deny the request within four (4) calendar days of the receipt of the additional information.
    - i. An extension of up to fourteen (14) additional calendar days (not to exceed twenty-eight (28) calendar days total) is allowed under the following circumstances:
      1. The Individual or the provider requests the extension; or
      2. SBH-ASO or its delegate justifies and documents a need for additional information and how the extension is in the Individual's interest.
    - ii. If SBH-ASO or its delegate extends the timeframe past fourteen (14) calendar days of the receipt of the request for service:
      1. SBH-ASO will provide the Individual written notice within three (3) business days of the decision to extend the timeframe. The notice shall include the reason for the

- decision to extend the timeframe and inform the Individual of the right to file a grievance if he or she disagrees with that decision.
2. SBH-ASO shall issue and carry out its determination as expeditiously as the Individual's condition requires, and no later than the date the extension expires.
- d. Expedited Authorization Decisions: For timeframes for authorization decisions not described in inpatient authorizations or standard authorizations, or cases in which a provider indicates, or the SBH-ASO determines, that following the timeframe for standard authorization decisions could seriously jeopardize the Individual's life or health, or ability to attain, maintain, or regain maximum function, SBH-ASO will make an expedited authorization decision and provide notice as expeditiously as the Individual's condition requires.
- i. SBH-ASO will make the decision within two (2) calendar days if the information provided is sufficient; or request additional information within one (1) calendar day, if the information provided is not sufficient to approve or deny the request. SBH-ASO or its delegate must give the provider two (2) calendar days to submit the requested information and then approve or deny the request within two (2) calendar days.
  - ii. SBH-ASO may extend the expedited time period by up to ten (10) calendar days under the following circumstances:
    1. The Individual requests the extension; or
    2. SBH-ASO or its delegate justifies and documents a need for additional information and how the extension is in the Individual's interest.
- e. Concurrent Review Authorizations: SBH-ASO must make its determination within one (1) business day of receipt of the request for authorization.
- i. Requests to extend concurrent care review authorization determinations may be extended to within three (3) business days of the request of the authorization, if SBH-ASO or its delegate has made at least one (1) attempt to obtain needed clinical information within the initial one (1) business day after the request for authorization of additional days or services.
  - ii. Notification of the Concurrent Review determination shall be made within one (1) business day of SBH-ASO decision.
  - iii. Expedited appeal timeframes apply to Concurrent Review requests.

- f. For post-service authorizations, SBH-ASO shall make its determination within thirty (30) calendar days of receipt of the authorization request.
  - i. SBH-ASO shall notify the Individual and the requesting provider within two (2) business days of SBH-ASO's or its delegate's determination.
  - ii. Standard Appeal timeframes apply to post-service denials.
  - iii. When post-service authorizations are approved, they become effective the date the service was first administered.

### **Notification of Coverage and Authorization Determinations**

For all Actions and other Adverse Authorization Determinations which includes denials of Contracted Services based on the lack of Available Resources, SBH-ASO shall:

1. Notify the Individual in writing and the requesting provider orally or in writing of the decision.
2. Notify all parties, other than the Individual, in advance whether notification will be provided by phone, mail, fax, or other means.
3. For an adverse authorization decision involving an expedited authorization request SBH-ASO may initially provide notice orally within seventy-two (72) hours of the request. SBH-ASO shall provide written notification of the decision within seventy-two (72) hours after the receipt of the request for service.
4. Provide notice at least ten (10) calendar days before the date of Action or Adverse Authorization Determination when the action is a termination, suspension, or reduction of previously authorized services.
5. Notice to the Individual and provider shall explain the following:
  - a. The action SBH-ASO has taken or intends to take.
  - b. The reasons for the decision, in easily understood language including citation to any SBH-ASO guidelines, protocols, or other criteria that were used to make the decision and how to access the guidelines, protocols, or other criteria.
  - c. A statement of whether the Individual has any liability for payment.
  - d. Information regarding whether and how the Individual may Appeal the decision.
  - e. The Individual's right to receive SBH-ASO's assistance in filing an Appeal and how to request it, including access to services for Individuals with communication barriers or disabilities.
5. SBH-ASO shall provide notification in accordance with the timeframes described in this section except in the following circumstances:

- a. The Individual dies;
  - b. SBH-ASO has a signed statement from the Individual requesting service termination or giving information that makes the Individual ineligible and requiring termination or reduction of services (where the Individual understands that termination, reduction, or suspension of services is the result of supplying this information);
  - c. The Individual is admitted to a facility where he or she is ineligible for services.
  - d. The Individual's address is unknown and there is no forwarding address.
  - e. The Individual has moved out of SBH-ASO's service area.
  - f. The Individual requests a change in the level of care.
6. Untimely Service Authorization Decisions: When SBH-ASO does not reach service authorization decisions within the timeframes for either standard or expedited service authorizations it is considered a denial and thus, an Adverse Authorization Determination and must follow notification requirements.





## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** AUTHORIZATION FOR PAYMENT OF PSYCHIATRIC INPATIENT

**Policy Number:** UM803

**Effective Date:** 1/1/2020

**Revision Dates:** 3/4/2020

**Reviewed Date:** 7/26/2019

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

To provide a standardized Utilization Management (UM) protocol for inpatient psychiatric services provided to Individuals funded through General Funds-State (GFS).

### POLICY

Psychiatric Inpatient options are for individuals who require 24-hour supervision and psychiatric/medical services. Length-of-stay is determined on an individual basis with an emphasis placed on transitioning individuals to more independent settings or returning them to their previous settings.

### PROCEDURE

#### INPATIENT PSYCHIATRIC HOSPITAL LEVEL OF CARE CRITERIA

Case-specific UM review decisions maintain the following Level of Care Guidelines for making authorizations and continued stay and discharge determinations:

1. Medically necessary, as defined in WAC 182-500-0070, also includes the following:
  - a. Ambulatory care resources available in the community do not meet the treatment needs of the individual; AND
  - b. Proper treatment based on the acuity of the individual's psychiatric condition requires services on an inpatient basis under the direction of a physician (according to WAC 246-322-170); AND
  - c. Services can reasonably be expected to improve the individual's level of functioning or prevent further regression of functioning; AND

- d. The individual has been diagnosed as having an emotional/behavioral disorder or a severe psychiatric disorder and warrants extended care in the most intensive and restrictive setting;  
OR
  - e. The individual was evaluated and met the criteria for emergency involuntary detention (RCW 71.05 or 71.34) but agreed to inpatient care. Approved (ordered) by the professional in charge of the hospital or hospital unit; and
2. Certified or authorized by the Salish BH-ASO.

Involuntary inpatient psychiatric care must be in accordance with the admission criteria specified in RCW 71.05 and 71.34.

Services will be provided that are:

- 1. Culturally and linguistically competent;
- 2. Working towards recovery and resiliency; and
- 3. Appropriate to the age and developmental stage of the individual.

### **PROVIDER REQUIREMENTS**

SBH-ASO pays for inpatient psychiatric care, as defined in WAC 246-320 and 246-322, only when provided by one (1) of the following Department of Health (DOH) licensed hospitals or units:

- 1. Free-standing psychiatric hospitals determined by the Health Care Authority (HCA) to meet the federal definition of an Institution for Mental Diseases (IMD), which is: “a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of people with mental diseases, including medical attention, nursing care and related services”.
- 2. Medicare-certified, distinct psychiatric units, or State-designated pediatric psychiatric units.
- 3. Evaluation and Treatment Centers licensed by DOH.
- 4. In addition to DOH licensure, hospitals providing involuntary hospital inpatient psychiatric care must be certified in accordance with WAC 246-341-1134 and 246-341-0365.

## **CONSENT FOR TREATMENT**

Individuals 18 years of age and older may be admitted to voluntary treatment only with the individual's voluntary and informed written consent, a properly executed advance directive that allows for admission when the individual is unable to consent, or the consent of the individual's legal representative when appropriate. Individuals 13-17 years of age may be admitted to treatment only with the permission of:

1. The minor and the minor's parent/legal guardian; or
2. The minor without parental consent; or
3. The minor's parent/legal guardian without the minor's consent (Parent-Initiated Treatment [PIT]). (It is treated as a voluntary stay for Utilization Management purposes.)
4. Individuals 12 years of age and under may be admitted to treatment only with the permission of the minor's parent/legal guardian.

## **AUTHORIZATION REQUIREMENTS FOR VOLUNTARY INPATIENT HOSPITAL PSYCHIATRIC CARE**

The hospital must obtain authorization for payment from SBH-ASO for all inpatient hospital psychiatric stays when the SBH-ASO is the primary payer. Hospitals must request authorization prior to voluntary admission.

A Prospective Authorization Request must be completed within 24-hours of a change in legal status from ITA to voluntary.

SBH-ASO will require submission of clinical data for authorization of services from the admitting facility.

Authorization is dependent on the Individual meeting medical necessity criteria, financial eligibility, and is within available resources.

## **TIMEFRAMES FOR AUTHORIZATION DECISIONS**

### **Prospective Authorization Requests – Voluntary Admissions**

1. Initial Requests
  - a. Prospective Authorization is required before admission for all admissions that would be funded solely or partially by GFS, including planned admissions coordinated by the Individual's provider network.
  - b. SBH-ASO is required to acknowledge receipt of a standard authorization request for psychiatric inpatient services within two (2) hours and provide a decision within twelve (12) hours of receipt of the request.

- c. SBH-ASO will provide written notification of the decision within 72 hours.

SBH-ASO will provide a written Notice of Action to the individual, or their legal representative, if a denial occurs based on medical necessity. SBH-ASO will provide a written Notice of Adverse Authorization Determination to the individual, or their legal representative, if a denial occurs based on lack of available resources.

2. Length-of-Stay – Concurrent Review
  - a. Unless SBH-ASO specifies otherwise, hospitals must submit requests for extension reviews at least by the preceding business day prior to the expiration of the authorized period.
  - b. Length-of-stay extension determinations will be made within one (1) business day from the request and authorized for three (3) to five (5) days depending on clinical presentation. Once given, inpatient authorizations are not terminated, suspended, or reduced.
  - c. For hospital providers requesting prior authorization for length-of-stay extensions, requests must be submitted during regular business hours.
  - d. The authorization decision must be documented on SBH-ASO authorization forms and must be provided to the hospital within three (3) business days of the authorization, unless the hospital requires receipt of the form prior to continuation of the stay.
3. If the required clinical information is not received by SBH-ASO to construct an authorization record, the request will be categorized as either cancelled or withdrawn, not denied.

### **Post-Service Authorization Requests**

Requests for post-service authorizations (retrospective) will be considered only if the Individual becomes eligible for GFS assistance after admission or the hospital was not notified of or able to determine eligibility for GFS funding. Voluntary psychiatric hospital retrospective requests will not be accepted.

1. For post-service authorizations, SBH-ASO will make its determination within 30 calendar days of receipt of the authorization request.
2. SBH-ASO will notify the Individual and the requesting provider within two (2) business days of the post-service authorization determination.
3. When post-service authorizations are approved, they become effective the date the service was first administered.

### **Peer-to-Peer Clinical Reviews**

SBH-ASO will ensure any decision to authorize or deny any requested services must be peer-to-peer, that is, the credential of the licensed clinician making the decision to authorize service in an amount, duration, or scope that is less than requested must be at least equal to that of the recommending clinician. A physician board-certified or board-eligible in General Psychiatry must conduct all inpatient level of care actions for psychiatric treatment.

### **Involuntary Psychiatric Admissions**

Involuntary admissions occur in accordance with the Involuntary Treatment Act (ITA), RCW 71.05 and 71.34; therefore, no consent is required. Authorizations are done to facilitate claims submissions and are not based on Medical Necessity but rather the legal status. Only Individuals 13 years of age and older may be subject to the provisions of these laws. If the Individual has an authorized representative, the representative also authorizes services that are provided to Individuals detained under ITA law when the Individual either refuses to apply for, or does not qualify for, any Apple Health program. These inpatient stays are paid for with state funds:

1. Notification of Initial ITA admissions shall be directed to SBH-ASO.
2. Submitting Initial ITA notification will be conducted by the hospital and/or by the Designated Crisis Responder (DCR).
3. Initial ITA notifications for Individuals in the Salish Regional Service Area are provided an initial certification within two (2) hours of receipt.
4. Required clinical information will be provided by the hospital within 72 legal hours of admission.
5. SBH-ASO will conduct a review of submitted information and provide authorization within one (1) business day of receipt.
6. The number of initial days authorized for an involuntary psychiatric admission is limited to 20 days from date of detention.
7. Hospitals providing Involuntary treatment and provided certification must submit an Authorization Extension Request for Continued Inpatient Psychiatric Care form one (1) business day before the expiration of the previously authorized days (WAC 182-550-2600).
8. Salish BH-ASO cannot deny extension requests for Individuals who are detained in accordance of the ITA unless another Less Restrictive Alternative (LRA) is available. Any less restrictive placement would need to be ITA certified and the court would need to change the detention location.

9. Individuals on a continuance will be granted a length-of-stay extension until their next court date. Individuals awaiting placement at Western State Hospital (WSH) will be granted a length-of-stay extension until admission to WSH.
10. Requests for Individuals whose legal status changes from involuntary to voluntary, will be reviewed by UM and authorized or denied depending upon clinical presentation and within available resources.

### **Changes in Status**

Changes in the Individual's status including legal or principle diagnosis, should be directed to SBH-ASO within 24 hours of the change of status.

If the Individual is to be transferred from one hospital to another hospital for continued inpatient psychiatric care, the request for certification and prior authorization must be submitted before the transfer.

SBH-ASO will respond within 2 hours and make any authorization determinations within 12 hours.

### **Discharge Notification**

1. Hospitals are expected to work toward discharge beginning at admission.
2. Hospitals are required to provide discharge notification and clinical disposition within 7 business days of discharge in order for SBH-ASO to close out the authorization record.

### **Alien Emergency Medical**

The SBH-ASO shall serve as the point of contact for inpatient community psychiatric admissions for undocumented aliens to support HCA Alien Emergency medical (AEM) Program.

1. SBH-ASO shall establish if the Individual is an undocumented alien, possibly qualifying for the AEM program, and instruct the requesting hospital to assist the client in submitting an AEM eligibility request.
2. SBH-ASO shall receive the admission notification for ITA admissions and make medical necessity determinations for voluntary psychiatric admissions.
3. SBH-ASO staff are trained and qualified in HCA's ProviderOne system to complete the direct data entry prior authorization request screen, completing all required fields and record the clinical information required through the ProviderOne provider portal within five (5) working days of the discharge. The required data and clinical information includes, but not limited to:
  - a. The Individual's name and date of birth;

- b. The hospital to which the admission occurred;
  - c. If the admission is an ITA or voluntary;
  - d. The diagnosis code;
  - e. The date of admission;
  - f. The date of discharge;
  - g. The number of covered days, with dates as indicated;
  - h. The number of denied dates, with dates as indicated; and
  - i. For voluntary admissions, a brief statement as to how the stay met medical necessity criteria.
- 4.** If the information has not been submitted completely, SBH-ASO has five (5) working days to respond to inquiries for the designated HCA staff to obtain the information necessary to support completion on the prior authorization request record.



## SBH-ASO POLICIES AND PROCEDURES

**Policy Name:** CRISIS STABILIZATION SERVICES

**Policy Number:** UM805

**Effective Date:** 1/1/2020

**Revision Dates:** 3/12/2020

**Reviewed Date:** 7/30/2019

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

The purpose of this policy is to ensure the provision of Crisis Stabilization Services to non-Medicaid individuals in the Salish region as available resources allow and subject to financial eligibility and medical necessity review.

### POLICY

Crisis Stabilization Services are provided to individuals who are experiencing a behavioral health crisis. These services are to be provided in a home-like setting, or a setting which provides safety for the individual and the staff, such as facilities licensed by the Department of Health (DOH) as either a Crisis Stabilization or Crisis Triage facility.

### PROCEDURE

#### A. Stabilization Service Program Elements

1. 24 hours per day/7 days per week availability.
2. Services may be provided prior to intake evaluation.
3. Services must be provided by a Mental Health Professional (MHP), or under the supervision of an MHP.
4. SBH-ASO provides these services in a home-like setting, or a setting that provides for safety of the person and the staff.
5. Service is short-term and involves, but is not limited to, face-to-face assistance with life skills training and understanding of medication effects and follow-up services in accordance with HCA BH-ASO Contract and regulatory requirements.
6. Services may be provided as follow-up to crisis services or to those determined by an MHP to need additional stabilization services.



7. Have a written plan for training, staff back-up, information sharing, and communication for staff members who are providing stabilization services in an individual's private home or in a nonpublic setting
8. Have a protocol for requesting a copy of an individual's crisis plan
9. Ensure that a staff member responding to a crisis is able to be accompanied by a second trained individual when services are provided in the individual's home or other nonpublic location
10. Ensure that any staff member who engages in home visits is provided by their employer with a wireless telephone, or comparable device, for the purpose of emergency communication as described in RCW [71.05.710](#)
11. Have a written protocol that allows for the referral of an individual to a voluntary or involuntary treatment facility
12. Have a written protocol for the transportation of an individual in a safe and timely manner, when necessary.
13. Document all crisis stabilization response contacts, including identification of the staff person(s) who responded.

**B. Stabilization Service Outcomes**

1. Evaluate and stabilize individuals in their community and prevent unnecessary hospitalization;
2. Provide transition from state and community hospitals to reduce length-of-stay and ensure stability prior to moving back into the community;
3. Actively facilitate resource linkage so individuals can return to baseline functionality; and
4. Provide follow-up contact to the individual to ensure stability after discharging from a facility.

**Referral, Inclusion, and Exclusionary Criteria**

Crisis stabilization providers shall use standardized admission and exclusion criteria for crisis stabilization services.

**A. Whenever possible, referrals to crisis stabilization will include the following information:**

1. Behaviors or behavioral health symptoms that cause concern or require special care or safety measures;
2. An evaluation of the individual's cognitive status and current level of functioning, including any disorientation, memory impairment, and impaired judgment;
3. History of mental health issues, including suicidality, depression, and anxiety;
4. Social, physical, and emotional strengths and needs;
5. Current substance use;
6. Functional abilities in relationship to Activities of Daily Living (ADLs) and ambulation; and

7. Current medications and medical needs.

When information is not available at the time of the referral, program staff will strive to gather information as services are provided and use this information as clinically appropriate in the provision of services.

B. Inclusionary Criteria

1. Anyone in the region 18 years or older, experiencing an acute behavioral health crisis.
2. Individuals must be willing to admit to a voluntary facility.
3. Individuals, if a risk to self, must be willing to engage in safety planning.
4. Individuals must be willing and able to comply with program rules regarding violence, weapons, drug/alcohol use, medication compliance, and smoking.
5. Individuals must have the ability to maintain safe behavior towards staff and other residents of the facility.
6. Individuals must be willing to accept medications as prescribed and/or be able to self-administer prescribed medications.
7. Individuals must be able to perform basic ADLs and be able to self-ambulate.

C. Exclusionary Criteria

1. Individuals needing immediate medical intervention for an acute or chronic condition or whose ongoing medical needs exceed the capacity of the facility or home setting.
2. Individuals who present a high likelihood of violence or arson at time of admit.
3. Any non-emergent referral for Crisis Stabilization Services.

**Utilization Management**

SBH-ASO provides Crisis Stabilization Services when provided in a home like setting or in a facility licensed by DOH as either Crisis Stabilization Units or Crisis Triage. Authorization of payment is based on financial eligibility and subject to medical necessity and available resources.

A. Certification of Services

1. Emergent Admission:
  - a. Emergent Referrals are those instances where the individual is referred for Crisis Stabilization Services by one of the following:
    - i. Hospital Emergency Department Physician
    - ii. Law Enforcement
    - iii. DCR

- b. No Prior Authorization is required. Notification to SBH-ASO is required within 24 hours of admit.
  - c. Concurrent review is conducted within one (1) business day from receipt.
2. Concurrent/Continued Stay Review Requests:
- a. Prior Authorization is required for all continued stay requests previously certified by SBH-ASO. Authorization of ongoing services are limited to two to four (2-4) days depending on medical necessity.
  - b. Concurrent/Continued Stay Authorization Requests must be submitted using the SBH-ASO protocol within one (1) business day before the expiration of the current authorization period.
  - c. Concurrent/Continued Stay reviews will be completed within 72 hours.

### **Discharge Planning Standards**

- A. Planning for discharge is expected to begin at admission.
- B. Prior to any unplanned discharge, the program shall review current risk and necessary supports.
  - 1. If significant risk is indicated, program staff shall request ongoing services to continue stabilization.
  - 2. The program will provide care coordination with the identified care professionals and natural supports upon discharge.



## SBH-ASO POLICIES AND PROCEDURES

**Policy Name:** UTILIZATION MANAGEMENT OF  
OUTPATIENT SERVICES

**Policy Number:** UM806

**Effective Date:** 1/1/2020

**Revision Dates:** 3/12/2020

**Reviewed Date:** 7/19/2019

**Executive Board Approval Dates:** 11/1/2019

### PURPOSE

To define Utilization Management (UM) processes and requirements for Salish Behavioral Health Administrative Services Organization (SBH-ASO) and its subcontractors..

### POLICY

UM of Behavioral Health Services are conducted in a systematic manner by qualified staff to ensure the appropriateness and quality of access to and delivery of behavioral health services to eligible residents of the Salish region. SBH-ASO shall ensure all UM activities are under the oversight of the Behavioral Health Medical Director and are structured to not provide incentives for any individual or entity to deny, limit, or discontinue medically necessary behavioral health services to any individual.

SBH-ASO may specify what constitutes medical necessity in a manner that is no more restrictive than the State Medicaid program. For the purpose of UM, SBH-ASO may place appropriate limits on a behavioral health service based on criteria applied under the State plan, such as medical necessity, provided the behavioral health services furnished could reasonably be expected to achieve their purpose. SBH-ASO reviews activities for UM including:

#### Level of Care Guidelines

SBH-ASO utilizes the guidelines outlined in the SBH-ASO Levels of Care Policy. In addition, SBH-ASO uses current American Society of Addiction Medicine (ASAM) criteria for Substance Use Disorder levels of care. SBH-ASO has UM guidelines that identify the type and intensity of services associated with each

level of care. For additional detail about the use of the protocols in the Salish region, refer to SBH-ASO Levels of Care Policy.

## PROCEDURE

### I. Prior Authorization Review

- A. Outpatient Level 1 Service Authorization Requests will be submitted to SBH-ASO through the Notification and Authorization Request for each month of request, unless otherwise indicated. Requests for services should be received within fourteen (14) calendar days of the date of the requested month of service.
- I. Prior Authorization Review – SBH-ASO conducts prior authorization reviews for the authorization of outpatient services. The criteria applied in the prior authorization review process for outpatient services are applied to the following levels of care:
  - A. Level 1 Outpatient Services
    - i. Mental Health Standard
    - ii. Mental Health PACT
    - iii. Mental Health/SUD Least Restrictive Order
    - iv. SUD Standard
    - v. SUD OTP
  - B. For Out-of-Network Requests, prior authorization reviews are conducted for:
    - i. Outpatient Services; and
    - ii. Psychological Testing.
- B. SBH-ASO Care Managers will review the Notification and Authorization Request to determine if an individual meets financial eligibility, medical necessity criteria, and resources are available to enroll the individual into services.
  - i. Authorization Request Approval
    - a. If documentation has been received, SBH-ASO UM staff verify criteria has been met and process the authorization.
  - ii. Adverse authorization review determinations based on medical necessity (Actions) include any decision to authorize a service in an amount, duration, or scope that is less than requested shall be conducted by:
    - 1. A contracted physician board-certified or board-eligible in Psychiatry or Child and Adolescent Psychiatry;

2. A contracted physician board-certified or board-eligible in Addiction Medicine, a Subspecialty in Addiction Psychiatry; or
  3. A contracted licensed, doctoral level clinical psychologist.
- C. The Provider is notified of the decision.
- D. Upon an Adverse Authorization Determination, Notice of Action or Adverse Authorization Determination letter is sent to the individual requesting services.

## Summary of Changes to SBH-ASO P&amp;Ps presented for Approval at 5/22/20 Executive Board Meeting

Chapter	Chapter Number	Number	Title	Origination Date	Last Review/ Revision Date	Description of Updates
Administration	1	AD101	Policy Development and Review	5/17/2019	2/5/2020	<p><u>2/5/2020 updates:</u></p> <ol style="list-style-type: none"> <li>1. The addition of contract language from contract section 8.1 to "Document Development" section of procedure.</li> <li>2. The addition of language to "Document Review/Revision" section of procedure to clarify that policies or procedures may also be revised to HCA Corrective Action.</li> <li>3. Lastly, the role of SBH-ASO Administrator was in P&amp;P assignment, development and approval was clarified.</li> </ol>
Administration	1	AD102	Provider Network Selection, Retention, Management and Monitoring	5/17/2019 8/29/2019 2/19/2020	2/19/2020	<p><u>2/19/2020 updates:</u></p> <ol style="list-style-type: none"> <li>1. Clarified language within Network Evaluation and Monitoring Section to align with monitoring language in other SBH-ASO policies.</li> <li>2. Removed the term "fair hearings" from Network Evaluation and Monitoring Sections as it no longer pertains.</li> <li>3. Added the word "involuntary" to Section 8(c).</li> </ol>
Administration	1	AD103	Administrative Contract Compliance Monitoring	5/17/2019	3/5/2020	<p><u>3/5/2020 updates:</u></p> <ol style="list-style-type: none"> <li>1. Change to P&amp;P Section "On-site monitoring components" to align with HCA contract section 9.4</li> <li>2. The addition of P&amp;P Section "Self-directed Remediation"</li> </ol>

Clinical	2	CL200	Integrated Crisis Services	5/17/2019	3/4/2020	<u>3/4/2020 updates:</u> 1. Updated SUD to BH ITA 2. Replace detox with WM language 3. ITA services language updated 4. Salish Regional CL language update 5. Remove monitoring section to align with other P&Ps
Compliance	3	CP301	Compliance and Program Integrity	7/30/2019	2/19/2020	<u>2/19/2020 updates:</u> 1. The addition of updated and/or new contract language from contract section 12 throughout the procedure, e.g., 12.2 in the Information on Persons Convicted of Crimes section and 12.5 in the Reporting section. 2. Removed the language per HCA request during the Readiness Review referencing the HCA providing external auditing for the SBH-ASO on page 3. 3. Reorganization and rewording of some content language for improved clarity and contract alignment.
Compliance	3	CP302	Critical Incidents	7/18/2019	3/12/2020	<u>3/12/2020 updates:</u> 1. Updates to align the policy with contract language from contract section 7.4. 2. Included Critical Incident reporting form information and website. 3. Added language regarding documenting and tracking Critical Incidents in the Reporting section.



Compliance	3	CP303	Fraud, Waste, and Abuse Compliance Reporting Standards		2/24/2020	<u>2/24/2020 updates:</u> 1. Added definition of Allegation of Fraud (Contract 1.9) 2. Updated Procedure language to align with our Compliance/PI Plan and latest contract (Comments in the P&P indicate which) 3. Added the new 12.4 contract language. 4. Removed Monitoring section to align with other P&P
Consumer Affairs	4	CA401	Translation and Interpretation Services	7/16/2019	3/12/2020	<u>3/12/2020 updates:</u> 1. Added definition of Allegation of Fraud (Contract 1.9) 2. Updated Procedure language to align with our Compliance/PI Plan and latest contract (Comments in the P&P indicate which) 3. Added the new 12.4 contract language. 4. Removed Monitoring section to align with other P&P
Fiscal	5	FI502	Third Party Liability and Coordination of Benefits	6/27/2019	2/19/2020	<u>2/19/2020 updates:</u> 1. Clarified language and acronyms 2. Added language about attempts to recover any third-party resources and make records available for audit and review.
Quality Management	7	QM701	Quality Management Plan	7/16/2019	3/5/2020	<u>3/5/2020 updates:</u> 1. Updated content language for clarity and better alignment with contract language in several sections, e.g., Ombuds and Monitoring Tools and Activities. 2. Reorganized and/or updated Review language to current standards and plans. 3. Added specifics to the Quality Indicators Tracking (to standards available at the time).

Utilization Management	8	UM802	Notice Requirements	7/18/2019	2/24/2020	<u>2/24/20 updates:</u> 1. Added definition of Adverse Authorization Determination 2. Added language that SBH-ASO must provide written notice whether an Action or Adverse Authorization Determination 3. Added requirements for Notices that include Adverse Authorization Determination decisions
Utilization Management	8	UM803	Authorization for Payment of Psychiatric Inpatient Services	8/1/2019	3/4/2020	<u>3/4/20 updates:</u> 1. Added language regarding issuing a Notice of Adverse Authorization Determination when services are denied not due to medical necessity. 2. Clarified expectation on responsible party for submitting initial notification request upon ITA detention. 3. Clarified expectation on legal status/diagnostic change submissions and hospital transfers. 4. Added AEM requirements from 1/1/20 HCA contract.
Utilization Management	8	UM805	Crisis Stabilization in Crisis Stabilization or Triage Facility	8/1/2019	3/12/2020	<u>3/12/2020 updates:</u> 1. Remove 14 day language 2. Addition of #7-13 3. Addition of 16.4.2.1
Utilization Management	8	UM806	Utilization Management of Outpatient Services	7/18/2019	3/12/2020	<u>3/12/2020 updates:</u> 1. Add medical director oversight specific language 2. Adjust language from Prospective review to prior auth 3. Move prior auth from policy to procedure section

Utilization Management	8	UM807	State Only Funded Program of Assertive Community Treatment (PACT)	7/26/2019	3/12/2020	<u>3/12/2020 updates:</u> 1. Update financial screening process language to align with current UM practices 2. Discharge notification requirement added
Privacy & Security	9	PS901	Definitions for Policies Governing Protected Health Information (PHI)	1/30/2020	1/30/2020	Created policy.
Privacy & Security	9	PS902	Confidentiality, Use and Disclosure of Protected Health Information	1/30/2020	1/30/2020	Created policy.
Privacy & Security	9	PS902a	Notice of Privacy Practices	1/30/2020	1/30/2020	Created policy.
Privacy & Security	9	PS902b	Confidentiality and Security Agreement	1/30/2020	1/30/2020	Created policy.
Privacy & Security	9	PS902c	SBH-ASO ROI	1/30/2020	1/30/2020	Created policy.
Privacy & Security	9	PS903	Privacy Administrative Requirements for Implementation and Maintenance of HIPAA and 42 CFR Part 2	2/5/2020	2/5/2020	Created policy.
Privacy & Security	9	PS903a	Privacy and Security Policies Maintenance Plan	2/5/2020	2/5/2020	Created policy.
Privacy & Security	9	PS904	Privacy Training for Agency Staff	2/5/2020	2/5/2020	Created policy.
Privacy & Security	9	PS905	Designated Record Set	2/5/2020	2/5/2020	Created policy.

Please refer to additional SBH-ASO Policy and Procedure Document:

<https://www.kitsapgov.com/hs/Pages/SBH-ASO-EXECUTIVE-BOARD.aspx>

<b>Utilization Trend for 1st Quarter 2020</b>			
	Q1 Budget	Q1 Actual	Comments
Crisis Line	\$ 25,000.00	\$ 22,000.00	
Crisis Response Teams/Mobile Outreach	\$289,248.00	\$289,248.00	
<b>Total Crisis</b>	<b>\$ 314,248.00</b>	<b>\$ 311,248.00</b>	
Involuntary Psychiatric Inpatient	\$327,350.00	\$ 378,368.00	<i>Higher than projected Adult ITAs</i>
ITA Secure Withdrawal Management	\$15,000.00	\$ 15,600.00	
ITA Court Costs	\$78,125.00	incomplete	<i>King and NS first quarter ITA court billings not yet received</i>
<b>Total Involuntary</b>	<b>\$420,475.00</b>	<b>\$ 393,968.00</b>	
Facility Based Crisis Stabilization/Triage	\$77,475.00	\$ 58,500.00	<i>Clallam County under utilization</i>
MH Residential	\$18,250.00	\$ 14,500.00	
SUD Residential	\$54,275.00	\$ 32,190.00	
SUD Withdrawal Management	\$21,655.00	\$ 5,095.00	Regional under utilization
<b>Total Residential</b>	<b>\$171,655.00</b>	<b>\$ 110,285.00</b>	
MH Outpatient	\$152,945.02	\$ 115,200.00	<i>Kitsap County under utilization</i>
SUD Outpatient (includes OTP)	\$155,092.25	\$ 46,900.00	<i>Clallam and Kitsap County under utilization and No OTP expenses</i>
<b>Total Outpatient</b>	<b>\$308,037.27</b>	<b>\$ 162,100.00</b>	

**Summary of Non-Medicaid Expenditures - July 1 - December 31, 2020****Changes from previously approved budget**

Crisis Line	\$70,000.00	Increase of \$20,000 due to higher call volumes
Crisis Response/Mobile Outreach	\$578,000.00	None
<b>Total Crisis</b>	<b>\$648,000.00</b>	
Involuntary Psychiatric Inpatient	\$840,000.00	Increase of \$185,000 due to higher than expected Adult ITAs
ITA Secure Withdrawal Management	\$43,014.00	Increase of \$13,014 to account for all Proviso allocation
ITA Court Costs	\$163,746.00	
<b>Total Involuntary</b>	<b>\$1,046,760.00</b>	
Crisis Stabilization/Triage	\$150,750.00	Decrease of \$8,400. Increased Kitsap allocation and decreased Clallam (under-utilization)
MH Residential	\$142,350.00	Increase of \$69,350 due to greater community need.
SUD Residential	\$121,800.00	Increase of \$3,250 due to small increase in contracted rates
SUD Withdrawal Management	\$29,600.00	Decrease of \$18,710 due to under utilization.
<b>Total Residential</b>	<b>\$444,500.00</b>	
MH Outpatient	\$247,834.00	Decrease of \$58,056 due to Kitsap County under utilization
SUD Outpatient (includes OTP)	\$130,225.00	Decrease of \$179,959 due to Region wide under utilization. Still 50% more treatment than utilized in Q1.
<b>Total Outpatient</b>	<b>\$378,059.00</b>	
PPW Childcare	\$40,000.00	Increase of \$15,000 to support rate increase.
PPW Housing Support	\$35,000.00	Increase of \$10,000 to support rate increase.
Transportation	\$10,000.00	Increase of \$2,500 to respond to greater distance to treatment
Youth Treatment Supports	\$45,000.00	New budget item due to inability to spend Designated Marijuana Account (DMA) Proviso
<b>SUD Recovery Supports</b>	<b>\$130,000.00</b>	
CJTA	\$236,340.00	
E&T Discharge Planners	\$71,529.00	
Peer Bridger	\$80,000.00	
ASO Enhancement Payments	\$109,956.00	
Trueblood Misdemeanor Diversion	\$72,000.00	
Jail Services	\$57,834.00	
Behavioral Health Advisory Board	\$19,998.00	
Community Education/Training	\$9,000.00	
FYSPT	\$37,500.00	
OMBUDS	\$22,500.00	Decrease of \$7,500 due to under utilization
Interpreter Services	\$2,000.00	
Cost Sharing	\$50,000.00	New budget item which will be used to assist individuals with
	\$0.00	
<b>Total Miscellaenous</b>	<b>\$768,657.00</b>	
BH-ASO Administration	\$403,344.00	
BH-ASO Direct Support	\$163,166.00	
<b>BH-ASO Admin &amp; Direct Support</b>	<b>\$566,510.00</b>	
<b>Total Expenditures</b>	<b>\$3,982,486.00</b>	



# Statewide High-Level Analysis of Forecasted Behavioral Health impacts from COVID-19

## SUMMARY

### Purpose

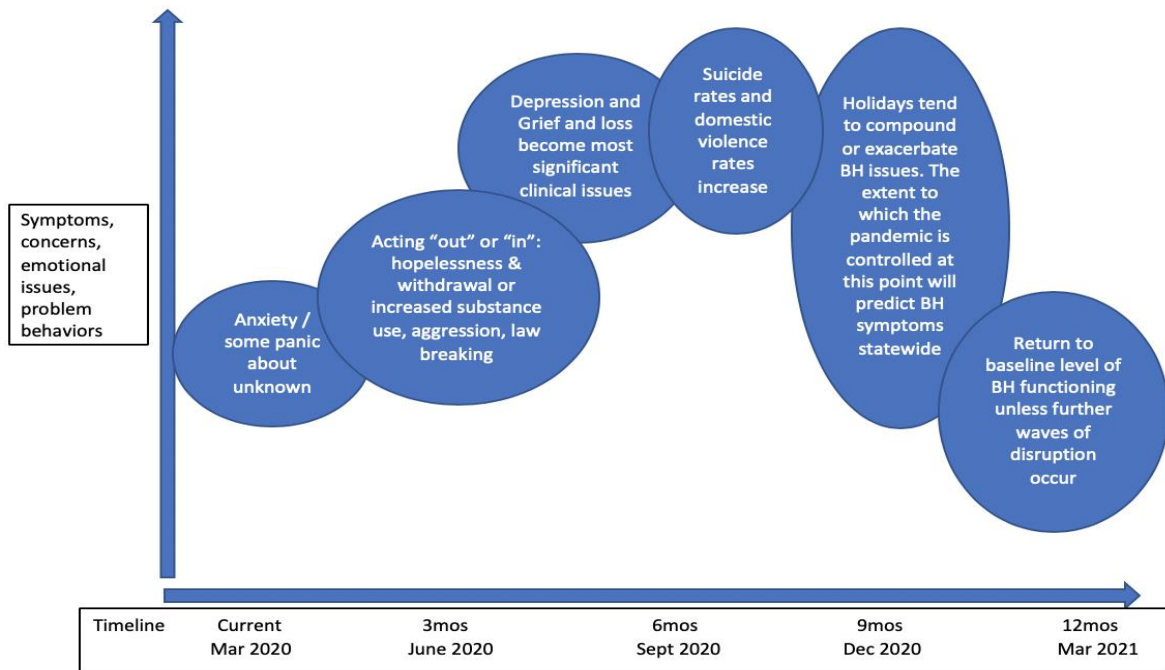
This document provides a brief overview of the potential statewide, behavioral health impacts from COVID-19. The intent of this document is to communicate the potential impacts of the outbreak to response planners and behavioral health organizations so they can adequately prepare.

### Bottom Line Up Front

- The behavioral health impacts from the COVID-19 outbreak and related government actions will likely cause a surge in behavioral health symptoms across the state. This surge will present differently based on the stage of the pandemic, the effectiveness of the overall response effort, and the populations being impacted. In particular, a second pandemic wave would dramatically change this forecast. This forecast will be updated during summer months based on new data.
- These impacts will likely be seen in phases with anxiety related issues becoming prevalent immediately through the next 2 to 3 months, followed by an increase in depressive symptoms over 2 to 6 months, peaking around 9 months (around November / December 2020).<sup>8,9</sup> This could potentially coincide with a second wave of infections, a pattern consistent with previous pandemics.
- In Washington, the highest risk of suicide will likely occur between October and December 2020. This is consistent with known cycles of disaster response patterns. Seasonal affective disorder also increases at our latitude at that time of year.
- Outreach and support strategies need to be tailored based on the current phase of the incident and the target population. Population specific impacts can be found in the companion document: *COVID-19: Forecasted Behavioral Health Impacts Guide for Specific Groups*.
- Efforts should focus on activating/augmenting existing community supports to increase social connections, which reduces behavioral health symptoms, and encouraging active coping skills among target audiences.
- An eventual return to baseline levels of functioning for **most** people should occur around February 2021, *assuming the pandemic does not enter an additional disruptive (social and economic) wave*.



## Forecasted Behavioral Health Symptoms from COVID-19 Over Time



**NOTE:** Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

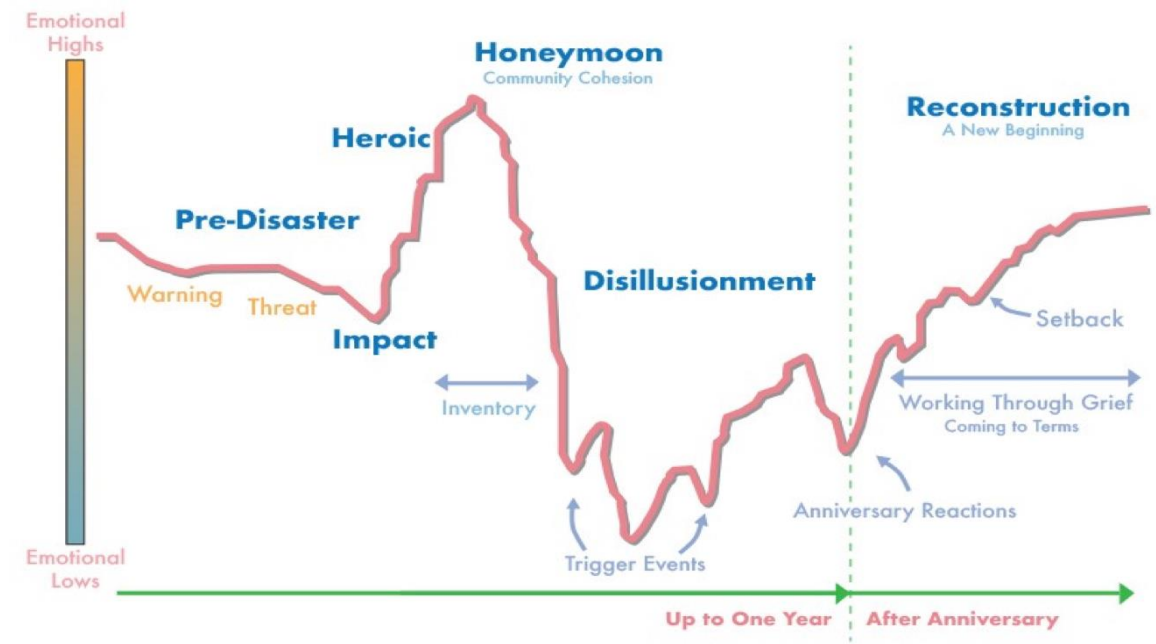
### Key Things to Know

1. Approximately 650,000 Washingtonians were receiving treatment for behavioral health needs prior to the COVID19 outbreak.
2. Approximately 700,000 Washingtonians have mental health concerns, but were NOT receiving services prior to the outbreak.
3. Approximately 10% to 33% of individuals experience symptoms of acute stress (such as negative thoughts, sadness, intrusive dreams or memories, avoidance, insomnia or hypersomnia, headaches & stomach aches) within one month after the impact phase of a disaster or critical incident. In Washington, that timeline begins mid-March 2020. <sup>10, 11, 12</sup>
4. Based on population data for Washington, and known cycles of common psychological responses to disasters, **we can reasonably expect that approximately TWO MILLION Washingtonians could experience behavioral health symptoms consistent with acute stress, anxiety, or increasing depression from the present time to over the next two to six months.** These symptoms will likely be strong enough to cause significant distress or impairment for most people in this group.
5. Only 4% to 6% of people typically develop symptoms of PTSD after a disaster (equivalent to 380,000 individuals in Washington). This number can vary quite a bit depending on the type of disaster, and is often higher amongst first responders and medical personnel if the disaster is more chronic, widespread, children are hurt or injured, and burnout is likely. <sup>10,11, 12</sup>
6. **Behavioral health symptoms will likely present in phases:** <sup>8,9</sup>
  - a. We can reasonably expect that behavioral health symptoms including anxiety, trouble sleeping, stomach aches, and headaches will increase dramatically amongst the general population in the next one to two months (April – May 2020).

- b. Behavioral symptoms associated with “acting out”: (aggression, law breaking, increased substance use) or “acting in” (voluntary isolation, non-participation, blunted emotional expression) may increase in the next three to six months (June - Sept 2020).
  - c. Depression rates and symptoms, along with suicides, could increase dramatically in the fall and winter of 2020, with November and December likely being the most difficult. This is due to a particularly hard combination of the experience for the general population of:
    - i. The Disillusionment phase of disaster recovery (when people recognize that things will not be returning to the way they once were)
    - ii. The season (holidays as well as limited daily sunlight)
    - iii. Long term effects of financial losses or concerns on sense of hope
  - d. An eventual return to premorbid baseline levels of functioning by February or March 2021 is anticipated for most people, assuming that the pandemic does not enter an additional disruptive (social and economic) wave before December 2020.<sup>8,9</sup>
7. Behavioral health systems, providers, and public messaging teams should be mindful of the following strategies to maximize the impact of their efforts:
- a. Primary efforts for the next 6 to 9 months should be focused on activating community supports to increase social connections (and thus reducing behavioral health symptoms) and encouraging the development of ACTIVE coping skills amongst the general public to reduce symptoms of depression.
  - b. There should be a psychoeducational emphasis on the disaster response cycle so that people are informed about what they may expect, and they do not pathologize a normal response to an abnormal situation.
8. The typical response to disaster is RESILIENCE, rather than disorder.<sup>8,10</sup> Resiliency can be increased by:<sup>13</sup>
- a. Focus on developing social CONNECTIONS big or small
  - b. Reorienting and developing a sense of PURPOSE
  - c. Becoming adaptive and psychologically FLEXIBLE
  - d. Focusing on HOPE
9. Resilience is something that can be intentionally taught, practiced, and developed for people across all age groups.
10. Community support groups, lay volunteers, and all manner of social organizations and clubs are resources that can be developed to help reduce behavioral health symptoms for the general population, and should be leveraged to take pressure off depleted or unavailable professional medical and therapeutic resources throughout 2020.
11. **Approximately half of the individuals who experience a behavioral health diagnosis will develop a substance-related disorder, and vice versa.**<sup>6</sup>
- a. As a result, we can expect substance-related symptoms and disorders to increase as behavioral health symptoms and disorders increase.
12. During disasters, individuals may have difficulty accessing their prescribed medication, which could lead them to seek alternatives. Relatedly, the *Stay Home, Stay Healthy* policy means that peer support groups for both substance-related disorders and behavioral health disorders and are inaccessible via traditional means.
- a. Healthcare providers should anticipate an increase in substance-use as a possible disaster reaction, and should suggest both healthy alternatives for coping, and sources of support.

## Background and Analysis

### Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>

### Mental Illness, Behavioral Health Diagnoses, and Demographics

#### National prevalence rates for mental and behavioral health diagnoses<sup>2,4</sup>

Generalized Anxiety Disorder = approximately 1% of adolescents, 2.9% adults (6.06 million nationally)

Panic Attacks = 11.2% of adults (23.40 million)

Panic Disorder = approximately 2-3% of adolescents and adults (4.18 million)

Mood Disorders = approximately 9.7% of adults<sup>4</sup> (20.27 million)

Depression = 12.7% in WA, 41.1% of whom received mental health services<sup>1</sup>

Annual suicide rates: approximately 17 per 100,000<sup>3</sup>

Post-Traumatic Stress Disorder: 3.5% of adults nationally<sup>2</sup>

#### **Substance-Related Disorder prevalence:**

#### National prevalence rates for substance-related disorders:<sup>2, 4, 5</sup>

Alcohol Use Disorder = approximately 4.6% of adolescents, 8.5% of adults

Cannabis Use Disorder = approximately 2.3% of adolescents, 5% of young adults, and 0.8% of adults

Opioid Use Disorder = approximately 0.6% of adolescents, 1.1% of young adults, and 0.8% of adults

**Population of WA:** Approx. 7.5488 Million

#### **Percentages with baseline Serious Mental Illness (2017 most recent):**

Young adults from 18-25 = 6.2%<sup>1</sup> (or 467,976 people)

Adults 18 and over = 5.3%<sup>1</sup> (or 400,044 people)

**Percentage of adults 18 and over with ANY mental illness who received treatment in Washington (2017 most recent):** = 45.6% (approximately 650,000 people or 8% of the total population of WA)<sup>1</sup>

## References

1. Substance Abuse and Mental Health Services Administration. Behavioral Health Barometer: Washington, Volume 5: Indicators as measured through the 2017 National Survey on Drug Use and Health and the National Survey of Substance Abuse Treatment Services. HHS Publication No. SMA-19-Baro-17-WA. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2019.
2. American Psychiatric Association: Diagnostic and Statistical Manual of Mental Disorders: Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition. Arlington, VA: American Psychiatric Association, 2013
3. Center for Disease Control and Prevention. National Center for Health Statistics, Stats of the State of Washington. Retrieved from: <https://www.cdc.gov/nchs/pressroom/states/washington/washington.htm>
4. Harvard Medical School, 2007. National Comorbidity Survey (NCS). (2017, August 21). Retrieved from <https://www.hcp.med.harvard.edu/ncs/index.php>. Data Table 2: 12-month prevalence DSM-IV/WMH-CIDI disorders by sex and cohort.
5. Center for Disease Control and Prevention. 2018 Annual Surveillance Report of Drug-Related Risks and Outcomes. Retrieved from: <https://www.cdc.gov/drugoverdose/pdf/pubs/2018-cdc-drug-surveillance-report.pdf>
6. Kelly T.M, Daley D.C. Integrated Treatment of Substance Use and Psychiatric Disorders. *Soc Work Public Health*. 2013; 28(0): 388-406. Retrieved from: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3753025/>
7. Center for Disease Control. The Continuum of Pandemic Phases-508. <https://www.cdc.gov/flu/pandemic-resources/planning-preparedness/global-planning-508.html>
8. Substance Abuse and Mental Health Services Administration. (2015, August). Supplemental research bulletin - Issue 5: Traumatic stress and suicide after disasters. SAMHSA. [https://www.samhsa.gov/sites/default/files/dtac/srb\\_sept2015.pdf](https://www.samhsa.gov/sites/default/files/dtac/srb_sept2015.pdf)
9. Centers for Disease Control and Prevention. (2018, December 6). *The continuum of pandemic phases*. CDC. <https://www.cdc.gov/flu/pandemic-resources/planning-preparedness/global-planning-508.html>
10. Bonanno, G. A. (2004). Loss, Trauma, and Human Resilience: Have We Underestimated the Human Capacity to Thrive After Extremely Aversive Events? *American Psychologist*, 59(1), 20–28. <https://doi.org/10.1037/0003-066X.59.1.20>
11. Fran H., Norris, Matthew J., Friedman & Patricia J., Watson (2002) 60,000 Disaster Victims Speak: Part II. Summary and Implications of the Disaster Mental Health Research, *Psychiatry*, 65:3, 240-260, DOI: 10.1521/psyc.65.3.240.20169
12. Makwana N. (2019). Disaster and its impact on mental health: A narrative review. *Journal of family medicine and primary care*, 8(10), 3090–3095. <https://doi.org/10.4103/jfmpc.jfmpc.893.19>
13. Hobfoll, S. E., Watson, P. J., Bell, C. C., Bryant, R., Brymer, M. J., Friedman, M. J., Ursano, R. J. (2007). Five essential elements of immediate and mid-term mass trauma intervention: Empirical evidence. *Psychiatry Interpersonal & Biological Processes*, 70(4), 283-315.



# RULE-MAKING ORDER EMERGENCY RULE ONLY

## CR-103E (December 2017) (Implements RCW 34.05.350 and 34.05.360)

OFFICE OF THE CODE REVISER  
STATE OF WASHINGTON  
FILED

DATE: April 16, 2020

TIME: 9:18 AM

WSR 20-09-113

**Agency:** Health Care Authority

**Effective date of rule:**

**Emergency Rules**

- Immediately upon filing.  
 Later (specify) \_\_\_\_\_

**Any other findings required by other provisions of law as precondition to adoption or effectiveness of rule?**

- Yes  No If Yes, explain:

**Purpose:** The Health Care Authority (HCA) is amending WAC 182-538-060 and 182-538-067 on an emergency basis in response to the COVID-19 public health emergency.

The purpose of these amendments is to help ensure (1) the viability of Apple Health Integrated Managed Care (IMC) plans; (2) adequate performance by the IMC plans; (3) sufficient access to care for Medicaid clients in IMC; and (4) the continued availability of an adequate network of physical and behavioral health providers in IMC plans.

Because of COVID-19, the state is experiencing an unprecedented increase in unemployment and a commensurate increase in applications for enrollment in Medicaid. As part of managing this situation, HCA is amending WAC 182-538-060 to limit the auto-assignments of Medicaid clients to IMC plans. In particular, HCA will prevent auto-assignments of new clients to any plan that has a statewide market share of greater than 40% in Apple Health IMC. This rule does not affect voluntary plan choices by clients, the Family Connect policy, or the Plan Reconnect policy.

In addition, HCA is amending WAC 182-538-067 to clarify when the agency will adjust the number of its IMC plans, either overall or on a region-to-region basis. In determining whether to make any such adjustment, HCA will consider statutory requirements as well as enrollment needs, the performance of the plans with respect to behavioral health integration, and the promotion of access to care for behavioral health services.

**Citation of rules affected by this order:**

New:  
Repealed:  
Amended: 182-538-060, 182-538-067  
Suspended:

**Statutory authority for adoption:** RCW 41.05.021, RCW 41.05.160

**Other authority:**

**EMERGENCY RULE**

Under RCW 34.05.350 the agency for good cause finds:

- That immediate adoption, amendment, or repeal of a rule is necessary for the preservation of the public health, safety, or general welfare, and that observing the time requirements of notice and opportunity to comment upon adoption of a permanent rule would be contrary to the public interest.  
 That state or federal law or federal rule or a federal deadline for state receipt of federal funds requires immediate adoption of a rule.

**Reasons for this finding:** Medicaid caseloads are growing by the day with skyrocketing statewide unemployment rates and closed businesses. HCA is regard to take all measures necessary to ensure client access to contracted providers through HCA-contracted managed care organizations..

**Note: If any category is left blank, it will be calculated as zero.  
No descriptive text.**

**Count by whole WAC sections only, from the WAC number through the history note.  
A section may be counted in more than one category.**

**The number of sections adopted in order to comply with:**

Federal statute:	New	___	Amended	___	Repealed	___
Federal rules or standards:	New	___	Amended	___	Repealed	___
Recently enacted state statutes:	New	___	Amended	___	Repealed	___

**The number of sections adopted at the request of a nongovernmental entity:**

New	___	Amended	___	Repealed	___
-----	-----	---------	-----	----------	-----

**The number of sections adopted on the agency's own initiative:**

New	___	Amended	___	Repealed	___
-----	-----	---------	-----	----------	-----

**The number of sections adopted in order to clarify, streamline, or reform agency procedures:**

New	___	Amended	2	Repealed	___
-----	-----	---------	---	----------	-----

**The number of sections adopted using:**

Negotiated rule making:	New	___	Amended	___	Repealed	___
Pilot rule making:	New	___	Amended	___	Repealed	___
Other alternative rule making:	New	___	Amended	2	Repealed	___

<b>Date Adopted:</b> April 17, 2020	<b>Signature:</b> 
<b>Name:</b> Wendy Barcus	
<b>Title:</b> HCA Rules Coordinator	

**WAC 182-538-060 Managed care choice and assignment.** (1) The medicaid agency requires a client to enroll in integrated managed care (IMC) when that client:

(a) Is eligible for one of the Washington apple health programs for which enrollment is mandatory;

(b) Resides in an area where enrollment is mandatory; and

(c) Is not exempt from IMC enrollment and the agency has not ended the client's managed care enrollment, consistent with WAC 182-538-130.

(2) American Indian and Alaska native (AI/AN) clients and their descendants may choose one of the following:

(a) Enrollment with a managed care organization (MCO) available in their regional service area;

(b) Enrollment with a PCCM provider through a tribal clinic or urban Indian center available in their area; or

(c) The agency's fee-for-service system for physical health or behavioral health or both.

(3) To enroll with an MCO or PCCM provider, a client may:

(a) Enroll online via the Washington Healthplanfinder at <https://www.wahealthplanfinder.org>;

(b) Call the agency's toll-free enrollment line at 800-562-3022; or

(c) Go to the ProviderOne client portal at <https://www.waproviderone.org/client> and follow the instructions.

(4) An enrollee in IMC must enroll with an MCO available in the regional service area where the enrollee resides.

(5) All family members will be enrolled with the same MCO, except family members of an enrollee placed in the patient review and coordination (PRC) program under WAC 182-501-0135 need not enroll in the same MCO as the family member placed in the PRC program.

(6) An enrollee may be placed into the PRC program by the MCO or the agency. An enrollee placed in the PRC program must follow the enrollment requirements of the program as stated in WAC 182-501-0135.

(7) When a client requests enrollment with an MCO or PCCM provider, the agency enrolls a client effective the earliest possible date given the requirements of the agency's enrollment system.

(8) The agency assigns a client who does not choose an MCO or PCCM provider as follows:

(a) If the client was enrolled with an MCO or PCCM provider within the previous six months, the client is reenrolled with the same MCO or PCCM provider;

(b) If (a) of this subsection does not apply and the client has a family member enrolled with an MCO, the client is enrolled with that MCO;

(c) The client is reenrolled within the previous six months with their prior MCO plan if:

(i) The agency identifies the prior MCO and the program is available; and

(ii) The client does not have a family member enrolled with an agency-contracted MCO or PCCM provider.

(d) If the client has a break in eligibility of less than two months, the client will be automatically reenrolled with his or her previous MCO or PCCM provider and no notice will be sent; or

(e) If the client cannot be assigned according to (a), (b), (c), or (d) of this subsection, the agency (~~assigns the client according to agency policy~~):

(i) Assigns the client according to agency policy, or this rule, or both;

(ii) Will not assign clients to any MCO that has a total statewide market share of forty percent or more of clients who are enrolled in apple health IMC. On a quarterly basis, the agency will review enrollment data to determine each MCO's statewide market share in apple health IMC;

(iii) Will apply performance measures associated with increasing or reducing assignment consistent with this rule and agency policy or its contracts with MCOs.

(f) If the client cannot be assigned according to (a) or (b) of this subsection, the agency assigns the client as follows:

(i) If a client who is not AI/AN does not choose an MCO, the agency assigns the client to an MCO available in the area where the client resides. The MCO is responsible for primary care provider (PCP) choice and assignment.

(ii) For clients who are newly eligible or who have had a break in eligibility of more than six months, the agency sends a written notice to each household of one or more clients who are assigned to an MCO. The assigned client has ten calendar days to contact the agency to change the MCO assignment before enrollment is effective. The notice includes:

(A) The agency's toll-free number;

(B) The toll-free number and name of the MCO to which each client has been assigned;

(C) The effective date of enrollment; and

(D) The date by which the client must respond in order to change the assignment.

(9) An MCO enrollee's selection of a PCP or assignment to a PCP occurs as follows:

(a) An MCO enrollee may choose:

(i) A PCP or clinic that is in the enrollee's MCO and accepting new enrollees; or

(ii) A different PCP or clinic participating with the enrollee's MCO for different family members.

(b) The MCO assigns a PCP or clinic that meets the access standards set forth in the relevant managed care contract if the enrollee does not choose a PCP or clinic.

(c) An MCO enrollee may change PCPs or clinics in an MCO for any reason, with the change becoming effective no later than the beginning of the month following the enrollee's request.

(d) An MCO enrollee may file a grievance with the MCO if the MCO does not approve an enrollee's request to change PCPs or clinics.

(e) MCO enrollees required to participate in the agency's PRC program may be limited in their right to change PCPs (see WAC 182-501-0135).



**WAC 182-538-067 Qualifications to become a managed care organization (MCO) in integrated managed care.** (1) To provide physical or behavioral health services under the apple health IMC ((medicaid)) contract, a managed care organization (MCO) must:

- (a) ~~((An MCO must))~~ Contract with the agency((-)); and
- (b) ~~((MCO must also))~~ Contract with an agency-contracted behavioral health administrative service organization (BH-ASO) that maintains an adequate provider network to deliver services to clients in IMC regional service areas.

(2) ~~((A managed care organization (-))~~ An MCO((-)) must meet the following qualifications to be eligible to contract with the ((medicaid)) agency:

- (a) Have a certificate of registration from the Washington state office of the insurance commissioner (OIC) that allows the MCO to provide health care services under a risk-based contract;
- (b) Accept the terms and conditions of the agency's managed care contract;
- (c) ~~((Be able to))~~ Meet the network and quality standards established by the agency; and
- (d) Pass a readiness review, including an on-site visit conducted by the agency.

(3) ~~((At its discretion, the agency awards a contract to an MCO through a competitive process or an application process available to all qualified providers.))~~ (a) The agency may from time to time conduct a procurement for new apple health MCOs or to reduce or expand the use of existing apple health MCOs.

- (b) The agency may conduct a procurement when the agency determines in its sole discretion there is a need to:
  - (i) Expand or reduce current MCO contracts;
  - (ii) Enhance current MCO provider networks; or
  - (iii) Establish new contracts for integrated managed care in one or more regional services areas; or
  - (iv) Adjust the program to ensure adherence to state and federal law.

(c) In accordance with RCW 74.09.522 and 74.09.871, the agency will give significant weight to the following factors in any procurement process:

- (i) Demonstrated commitment to, and experience in, serving low-income populations;
- (ii) Demonstrated commitment to, and experience in, serving persons who have mental illness, substance use disorders, or co-occurring disorders;
- (iii) Demonstrated commitment to, and experience with, partnerships with county and municipal criminal justice systems, housing services, and other critical support services necessary to achieve the outcomes established in RCW 70.320.020, 71.24.435, and 71.36.025;

(iv) Recognition that meeting enrollees' physical and behavioral health care needs is a shared responsibility of contracted behavioral health administrative services organizations, MCOs, service providers, the state, and communities;

(v) Consideration of past and current performance and participation in other state or federal behavioral health programs as a contractor;

(vi) Quality of services provided to enrollees under previous contracts with the state of Washington or other states;

(vii) Accessibility, including appropriate utilization, of services offered to enrollees;

(viii) Demonstrated capability to perform contracted services, including the ability to supply an adequate provider network; and

(ix) The ability to meet any other requirements established by the agency.

(d) The agency may define and consider additional factors as part of any procurement including, but not limited to:

(i) Timely processing of, and payments to, providers in the MCO networks, including reconciliation of outstanding payments; and

(ii) The optimal number of MCOs per regional services area, based on population and in the manner that the agency determines most beneficial for the program, clients, and providers.

(4) The agency reserves the right not to contract with any otherwise qualified MCO.