

SBH-ASO EXECUTIVE BOARD MEETING

Attachments 6.b.1 and 6.b.3

SBH-ASO Policies and Procedures with Track Changes

Chapter	Number	Title	Description of Updates
Administration	AD104	Credentialing and Recredentialing of Providers	4/3/2023 REVISION: 1. Added language regarding SBH-ASO review of common databases prior to Credentialing Committee file review. 2. Added AAS and CLIA as approved accreditations.
Administration	AD106	Toll-Free Crisis Line Management	3/03/2023 REVISION: 1. Updated WAC references 2. Added Next Day Appointment Requirements.
Clinical	CL200	Integrated Crisis Services	4/13/2023 REVISION: 1. Updated WACs 2. Added Next Day Appointment Requirements. 3. Added Youth Crisis Team Information
Clinical	CL201	Ensuring Care Coordination for Individuals	3/24/2023 REVISION: 1. Added contract language regarding care coordination for individuals in LTCC settings.
Clinical	CL205	Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order	3/24/2023: REVISION 1. Added language to reflect expansion of Assisted Outpatient Treatment (AOT)
Clinical	CL206	State Hospital Care Coordination	3/24/2023 REVISION: 1. Added contract language regarding care coordination for individuals in LTCC settings.
Clinical	CL207	Jail Transition Services	4/14/2023 REVISION: 1. Added Peer Pathfinder Transition from Incarceration Program lanuage
Clinical	CL208	Telemedicine	4/19/2023 REVISION: Updated policy to align with end of PHE
Clinical	CL212	Salish Regional Family Youth System Partner Round Table (FYSPRT)	4/1/2023 REVISION: Created Policy.
Clinical	CL213	Salish Youth Network Collaborative (SYNC)	2/24/2023 REVISION: Created Policy
Compliance	CP302	Critical Incidents	4/14/2023 REVISION: 1. Updated to reflect changes in contract language in section 7.4.2.1 - 7.4.2.3
Fiscal	FI504	Financial Management	1/1/2023 REVISION: Created Policy
Fiscal	FI505	Cost Allocation Plan	1/1/2023 REVISION: Created Policy
Quality Management	QM701	Quality Management Plan	5/1/2023 REVISION: Complete Re-Write
Utilization Management	UM810	Criminal Justice Treatment Account	4/13/2023 REVISION: 1. Changed the names of service types to reflect changes in contract. 2. Added language regarding up to 180-day post Drug Court Graduation elibility
Privacy & Security	PS901	Definitions for Policies Governing Protected Health Information (PHI)	2/21/2023 REVISION: Removed non-applicable definitions
Privacy & Security	PS902a	Notice of Privacy Practices	3/1/2023 REVISION: Updated language referencing Ombuds to Behavioral Health Advocate Removed language regarding EHR Record sharing that does not occur



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: CREDENTIALING AND RECREDENTIALING OF PROVIDERS **Policy Number:** AD104

Effective Date: 1/1/2020

Revision Dates: [12/3/2020](#) [04/03/2023](#)

Reviewed Date: 4/11/2019; [1/18/2022](#)

Executive Board Approval Dates: 5/17/2019; 11/1/2019; 1/15/2021

PURPOSE

To provide clearly defined standards for the credentialing and recredentialing of providers for inclusion in the Salish Behavioral Health – Administrative Services Organization (SBH-ASO) network.

POLICY

1. SBH-ASO will collaborate with HCA to establish uniform provider credentialing policies and procedures to contribute to reducing provider burden.
2. SBH-ASO policies and procedures are compliant with all applicable State requirements which are in accordance with standards defined by the NCQA, related to the credentialing and re-credentialing of Health Care Professionals who have signed contracts or participation agreements with the SBH-ASO (Chapter 246-12 WAC). Credentialing processes supports administrative simplification efforts such as the OneHealthPort credentialing portal.
3. SBH-ASO Credentialing Program operates under the oversight of the Medical Director and Credentialing Committee.
4. The SBHASO Credentialing Committee:
 - a. Maintains a heterogeneous membership and requires those responsible for credentialing decisions to sign a Code of Conduct affirming non-discrimination and privacy.
 - b. Meets quarterly, at minimum, for review of new files and monitoring of active credential entities/Individual practitioners.

- c. Reviews all requests for credentialing or recredentialing and provides a written decision within 60 days of application when application is complete upon submission.
- d. Provides annual reviews of practitioner complaints for evidence of alleged discrimination.

PROCEDURE

1. The SBH-ASO verifies that all Subcontractors meet the licensure and certification requirements as established by state and federal statute, administrative code, or as directed in the HCA Contract.
2. The SBH-ASO recredentials providers, at minimum every thirty-six (36) months, through information verified from primary sources, unless otherwise indicated.
3. SBH-ASO ensures that information provided in its member materials and practitioner directories is consistent with information obtained during the credentialing process.
 - a. All provider files are reviewed to ensure they meet the SBH-ASO credentialing criteria.
 - a.i. In addition to materials submitted as part of an initial application for credentialing, SBH-ASO will perform a review of commonly available data bases to identify information that could impact the credentialing process. Any findings will be submitted to the Credentialing Committee to be used as part of the review process.
 - b. If the provider does not meet the SBH-ASO's requirements for submission as detailed in section 4 below~~credentialing criteria~~, the file will be presented ~~as an exception or~~ "Pending" to the Credentialing Committee. If the Committee concurs that the submission is not meeting criteria or is incomplete, ~~t~~The provider is notified of the issue(s) within 30 days and given 30 days from that notice to provide information to address the issue(s). If not received within this timeframe, the Credentialing Application will be denied.
 - c. If the SBH-ASO Credentialing Committee has determined that the provider has met the minimum requirements for participation, the file is then deemed "clean" and can be approved by the Credentialing Committee and signed by the Medical Director or his/her designee.
4. The SBH-ASO Credentialing Program requires submission of the following source documents for review:
 - a. SBH-ASO Credentialing/Recredentialing Application documenting the agency business and clinical structure.

- i. The application verifies provider type.
 - ii. Includes National Plan Identifiers (NPI) numbers for each site
 - iii. The application includes an attestation signed by a duly authorized representative of the facility.
- b. Copy of current valid license for all services to be credentialed. This includes a list of all satellite sites including license numbers for each site.
- c. Evidence of good standing as evidenced by:
 - i. Documentation of accreditation by one or more of the following:
 - 1. Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
 - 2. Commission on Accreditation of Rehabilitation Facilities (CARF)
 - 3. Council on Accreditation (COA)
 - 4. Community Health Accreditation Program (CHAP)
 - 5. American Association for Ambulatory Health Care (AAAHC)
 - 6. Critical Access Hospitals (CAH)
 - 7. Healthcare Facilities Accreditation Program (HFAP, through AOA)
 - 8. National Integrated Accreditation for Healthcare Organizations (NIAHO, through DNV Healthcare)
 - 9. ACHC (Accreditation Commissions for Healthcare) and/or American Osteopathic Association (AOA)
 - 10. American Association of Suicidology (AAS)
 - 9-11. A CLIA (Clinical Laboratory Improvement Amendments) Waiver as outlined by the Centers for Medicare & Medicaid Services (CMS).

OR

- ii. Documentation of Centers for Medicare & Medicaid Services (CMS) or the Department of Health (DOH) review/recertification within the past 36 months. Documentation must include the full review, outcomes, corrective action plans, and approved completion of corrective actions.

OR

- iii. SBH-ASO will conduct a Facility Site Survey/Audit to determine the quality of programming, types of staff providing service, staff competencies, quality of treatment record documentation, and physical environment to ensure access, and safety.

- d. Exclusion on the Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) query.
 - e. Sanctions by the Excluded Parties List System (EPLS) on the Systems for Awards Management (SAM) query.
 - f. Verification of the National Plan Identifier (NPI) on the National Plan & provider Enumeration System (NPPES).
 - g. Verification of Washington State Medicaid Exclusions lists.
 - h. Copies of professional and general liability insurance (malpractice) of \$1 million/occurrence and \$2 million/aggregate for acute care settings and \$1 million/occurrence and \$2 million/aggregate for non-acute care settings.
 - i. Acute care is defined as any facility duly licensed and offering inpatient mental health and/or substance use disorder health care services.
 - ii. SBH-ASO does accept umbrella policy amounts to supplement professional liability insurance coverage.
 - i. If the provider does not meet liability coverage requirements, it must be reviewed by the SBH-ASO Credentialing Committee to be considered for network participation.
 - j. Use and dissemination of the Washington Provider Application (WPA).
 - k. Prohibition against employment or contracting with providers excluded from participation in federal health care programs under federal law as verified through List of Excluded Individuals and Entities (LEIE).
5. The SBH-ASO communicates to the provider any findings that differ from the provider's submitted materials to include communication of the provider's rights to:
- a. Review materials.
 - b. Correct incorrect or erroneous information.
 - c. Be informed of their credentialing status.
 - d. Appeal a decision in writing within 60 days from the date the decision is communicated.
6. Provisional credentialing protocol:
- a. The practitioner may not be held in a provisional status for more than sixty (60) calendar days; and

- b. The provisional status will only be granted one time and only for providers applying for credentialing the first time.
 - c. Provisional credentialing shall include an assessment of:
 - i. Primary source verification of a current, valid license to practice;
 - ii. Primary source verification of the past five (5) years of malpractice claims or settlements from the malpractice carrier or the results of the National Practitioner Databank query [if indicated](#); and
 - iii. A current signed application with attestation.
7. SBH-ASO notifies providers within fifteen (15) calendar days of the [C](#)redentialing [C](#)ommittee's decision.
8. Providers may appeal, in writing, for quality reasons, and reporting of quality issues to the appropriate authority in accordance with the HCA's Program Integrity requirements.
9. SBH-ASO ensures confidentiality of all documents and decisions.
- a. All credentialing documents are stored electronically or in a locked cabinet.
 - b. Shared documents redact sensitive information as appropriate.
10. SBH-ASO conducts monthly OIC, SAM, and Washington State Exclusion check for individuals identified on the Medicaid Provider Disclosure Statement/Disclosure of Ownership (DOO).
11. SBH-ASO does not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the SBH-ASO declines to include individual or groups of providers in its provider network, it must give the affected providers written notice of the reason for its decision.
12. Designated Crisis Responder (DCR) Requirements:
- a. All candidates for DCR designation will complete the SBH-ASO Designation Request form.
 - b. Individuals seeking DCR designation provide the following documentation for review:
 - i. Attestation that the individual meets experience criteria in RCW 71.05.
 - ii. Active WA License, Qualifying Degree, or MHP designation documents
 - iii. Copy of DCR bootcamp registration or certificate (to include 2-day SUD training certificate if completed prior to January 1, 2020)

- iv. Safety Training documentation within the past 24 months
 - v. Professional Ethics training documentation within the past 24 months.
 - vi. DOH approved Suicide Prevention training documentation within the past 24 months.
 - vii. Any additional supporting documentation to support the application.
 - viii. Any additional supporting documentation requested during the designation process.
- c. SBH-ASO staff provides designation to all DCRs within the Salish Region under the authority of the SBH-ASO Interlocal Agreement.
- i. SBH-ASO reviews all documentation submitted in the DCR Designation Request process.
 - ii. SBH-ASO verifies eligibility based on information provided.
 - iii. Each designee and the affiliated agency will receive a written letter of designation upon completion of document review which will occur within 15 calendar days.
 - a. Absence of qualifications will result in written notification of denial of designation.
 - iv. SBH-ASO DCR designation will be reported to its Credentialing Committee.

13. Individual Practitioners

- a. The criteria used by the SBH-ASO to credential and recredential individual practitioners shall include:
- i. Evidence of a current valid license or certification to practice;
 - ii. A valid Drug Enforcement Administration (DEA) or Controlled Dangerous Substances (CDS) certificate if applicable;
 - iii. Evidence of appropriate education and training;
 - iv. Board certification if applicable;
 - v. Evaluation of work history;
 - vi. A review of any liability claims resulting in settlements or judgments paid on or on behalf of the provider; and
 - vii. A signed, dated attestation statement from the provider that addresses:
 - a. The lack of present illegal drug use;
 - b. A history of loss of license and criminal or felony convictions;
 - c. A history of loss or limitation of privileges or disciplinary activity;
 - d. Current malpractice coverage within minimum limits;
 - e. Any reason(s) for inability to perform the essential functions of the position with or without accommodation; and
 - f. Accuracy and completeness of the application.

- viii. Verification of the: NPI, the provider's enrollment as a Washington Medicaid provider, and the Social Security Administration's death master file.
- b. Organizational credentialing timeframes, notifications, and appeal rights also apply to the credentialing of individual practitioners.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: TOLL-FREE CRISIS LINE MANAGEMENT **Policy Number:** AD106

Effective Date: 01/01/2020

Revision Dates: 10/29/2020; 03/03/2023

Reviewed Date: 05/02/2019

Executive Board Approval Dates: 05/17/2019; 11/1/2019; 11/20/2020

PURPOSE

To outline the scope of services for the Toll-Free Crisis Line and to provide the Salish Behavioral Health Administrative Services Organization's (SBH-ASO) scope of oversight responsibilities and quality improvement (QI) activities to ensure adherence to requirements for Toll-Free Crisis Line services.

POLICY

- A. SBH-ASO is responsible for managing crisis services within its network area, including a Toll-Free Crisis Line that is separate and distinct from the SBH-ASO toll-free Customer Service line.
- B. The Toll-Free Crisis Line is available 24 hours a day, seven days a week, 365 days a year, to provide crisis intervention and triage services, including screening and referral to a network of providers and community resources.
- C. SBH-ASO contracts with a delegated entity to fulfill this crisis line requirement. SBH-ASO and the delegated entity have a delegation agreement that is mutually agreed upon. SBH-ASO provides oversight of the delegated activities.
- D. SBH-ASO requires that the following standards be met in accordance with contract requirements including:
 - a. Telephones are answered by a live voice within 30 second for 95% of calls,
 - i. If there is no automated system, the 30 second measurement begins with the first ring
 - ii. If there is an automated system, the 30 second measurement begins the second the caller selects a specific automated option
 - b. Abandonment rate is 5% or less

- c. This rate is determined by the number of callers who hang up after 30 seconds divided by the total number of calls. Hanging up during the automated system is also considered an abandonment.
- E. Reports from the delegated entity to ensure and conformity to contract standards and shall be reviewed by SBH-ASO at least ~~monthly~~ quarterly.
- F. SBH-ASO monitors for opportunities to improve performance in crisis line service delivery and overall operations.

PROCEDURE

1. Crisis line expectations

- a. Individuals shall be able to access the Salish Regional Crisis Line (SRCL) without the full completion of Intake Evaluations and/or other screening and assessment processes.
- b. The SRCL shall be staffed 24 hours a day, 7 days a week, 365 days a year by the delegated entity.
- c. The SRCL phone number used for all SBH-ASO counties is 1-888-910-0416.
- d. Information regarding the SRCL number used to access acute care throughout SBH-ASO is available through local law enforcement agencies, local hospitals, and in local telephone directories.
- e. SRCL is responded to by a person who is trained in the provision of crisis services, allowing for initial response via an answering service.
- f. Crisis calls shall come in on the toll-free number, be answered by delegated entity staff, and warm transferred to the appropriate county's crisis staff for immediate handling.
- g. Delegated entity staffing shall be sufficient to answer, and route crisis line calls as required. Preparations and precautions shall be taken by the delegated entity to ensure that there is coverage despite potential delegated entity staff illness or staff loss.
- h. Telephone crisis services are provided in accordance with WAC 246-341-~~0670900 and 246-341-0905~~ and contract requirements.
- i. Assure communication and coordination with the individual's mental health care provider, if identified and appropriate.
- j. Post a copy of the statement of individual rights in a location visible to staff and agency volunteers.

2. Delegated activities: Roles and Responsibilities

a. Responsibilities of the ASO:

- i. SBH-ASO shall provide oversight of the delegated activities and shall review reports from the delegated entity regarding SBH-ASO crisis calls answered by a live person within 30 seconds and 5% abandonment rates, no less than monthly.
- ii. SBH-ASO shall enforce the contract requirements with the delegated entity.
- iii. SBH-ASO shall set performance goals and monitor the delegated entity's progress towards meeting those goals.
- iv. SBH-ASO shall evaluate at least annually the delegated entity's performance against contract standards to include an audit of phone calls, policies and procedures, reports, and written protocols.
- v. SBH-ASO provides information regarding the SRCL on its website.

b. Responsibilities of the delegated entity:

- i. The delegated entity shall answer the SRCL phones and transfer those calls to the appropriate county's crisis team.
- ii. The delegated entity shall meet the Contract Standards outlined in Policy D above.
- iii. The delegated entity shall provide regular reports to SBH-ASO, not less than monthly to the Deputy Administrator/Clinical Director, showing the SBH-ASO call abandonment rate by month and the average time to answer the SRCL with a live voice.
- iv. The delegated entity shall work with SBH-ASO on improving performance on SRCL metrics.
- v. The delegated entity shall adhere to the delegation agreement with SBH-ASO.
- vi. The delegated entity shall submit documentation to the SBH-ASO by 10am each day of all crisis contacts resolved by 3am that day. The SBH-ASO shall notify the MCO within one (1) business day when and MCO Enrollee interacts with the crisis system.
- vi.vii. SCRL shall coordinate with county crisis agencies to ensure that next day appointments are accessible to non-Medicaid callers who meet the

criteria for urgent crisis and have signs or symptoms of a behavioral health concern.

3. Oversight of the delegated activities

- a. Reports shall be received by the SBH-ASO Deputy Administrator/Clinical Director by the 15th day from close of the reporting month. The reports from the delegated entity shall include (at a minimum) the following content by month/year:
 - i. Number of calls received,
 - ii. Number of calls answered within 30 seconds,
 - iii. Percentage of calls answered within 30 seconds as defined above,
 - iv. Number of calls abandoned,
 - v. Percentage of calls abandoned as defined above,
 - vi. Average wait time,
 - vii. Average length of call
- b. The SBH-ASO Leadership Team and Internal Quality Committee (IQC) will review reports monthly.
- c. The reports will be reviewed monthly by the Internal Quality Committee. The IQC shall review the reports and ensure that the contract standards outlined in Policy D above are met.
- d. The reports will be reviewed quarterly by the Quality Assurance and Compliance Committee (QACC).
- e. If the delegated entity does not meet the standards, overall, or in any month in the report, then a corrective action plan may be required by SBH-ASO, indicating what steps will be taken by delegated entity to help improve that performance measure and meet the standard required.
- f. If the delegated entity is not able to improve the performance measure, then SBH-ASO may take additional actions as indicated in contract up to and including termination of the delegation agreement with the delegated entity.
- g. SBH-ASO shall review the delegated entity for phone call review and policies and procedures annually to ensure that contractual requirements, and WACs/RCWs are being met.

4. Commitment to improvement

- a. SBH-ASO shall look for opportunities for improvement in SRCL metrics as a part of its commitment to continuous improvement.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: INTEGRATED CRISIS SYSTEM

Policy Number: CL200

Effective Date: 1/1/2020

Revision Dates: 3/4/2020; 10/22/2020; 11/3/2021;
4/13/2023

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Executive Board Approval Dates: 5/17/2019; 11/1/2019; 11/20/2020;
3/18/2022

PURPOSE

To provide Salish Behavioral Health Administrative Services Organization (SBH-ASO) ~~will~~ 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.
 - i. Assist in connecting individuals with current or prior service providers, including individuals enrolled with an MCO.
 - ii. Crisis Services may be provided without authorization and prior to completion of an Intake Evaluation.
 - iii. Services shall be provided by or under the supervision of a Mental Health Professional.
 - iv. SBH-ASO crisis subcontractors provide twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, crisis ~~behavioral~~ mental health services to Individuals who are within the SBH-

ASO's Service Area and report they are experiencing a crisis. Crisis Subcontractors provide 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. SBH-ASO provides reimbursement to county courts for cost associated with ITA.
 - d. SBH-ASO provides for inpatient evaluation and treatment services (E&T) and secure withdrawal management and stabilization services (SWMS) as ordered by the court for individuals who are not eligible for Medicaid.
 - e. SBH-ASO will monitor or purchase monitoring services for individuals receiving LRA treatment services. SBH-ASO provides for treatment services as ordered by the court for individuals 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 within Available Resources:
- a. Crisis Stabilization Services include 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.
 - 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 246-341-113504. 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.
- 3. Supportive housing services are a specific intervention for people who, but for the availability of services, do not succeed in housing and who, but for housing, do not succeed in services. Supportive housing services help Individuals who are homeless or unstably housed live with maximum independence in community-integrated housing. Activities are intended to ensure successful community living through the utilization of skills training, cueing, modeling and supervision as identified by the person-centered assessment. Services can be provided flexibly, including in-person or on behalf of an Individual.
 - 4. Supported employment services aid Individuals who have physical, behavioral, and/or long-term healthcare needs that make it difficult for the person to obtain and maintain employment. These ongoing services include individualized job coaching and training, help with employer relations, and assistance with job placement.

[a.](#)

Crisis System General Requirements

- 1. SBH-ASO maintains a regional behavioral health crisis system through its Crisis Provider Network who provides services that meet the following requirements:
 - a. Crisis Services will be available to all Individuals who present with an emergent mental health condition or are intoxicated or incapacitated due to substance use and when there is an immediate threat to the Individual's health or safety in the SBH-ASO's Service Area.
 - b. Crisis Services shall be provided in accordance with current HCA-BHASO contract and regulatory guidelines.
 - c. 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.
- 2. 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 current HCA-BHASO contract and regulatory guidelines.

- 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, Tribal governments and Indian Health Care Providers (IHCP), 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.

e.

3. SBH-ASO has a minimum of one mobile crisis outreach team dedicated to serving children and youth, within its Regional Service Area. This youth mobile crisis outreach team shall provide crisis outreach and community-based stabilization services to children/youth and their families. As additional resources are available, SBH-ASO shall provide for additional youth mobile crisis outreach teams across the region.

Crisis System Staffing Requirements

1. The SBH-ASO and its Crisis subcontractors comply with staffing requirements in accordance with current HCA-BHASO contract and regulatory guidelines. Crisis subcontractors shall provide sufficient staffing to ensure crisis response timeliness requirements are met. SBH-ASO crisis subcontractors comply with DCR qualification requirements in accordance with current HCA-BHASO contract and regulatory guidelines.
2. Each staff member working with an Individual receiving crisis services must:
 - a. Be supervised by a Mental Health Professional or be licensed by DOH.
 - b. 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.

~~c. 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 who has prescriptive authority.~~

~~d.c.~~ Incorporate the statewide DCR Protocols, listed on the HCA website, into their practice.

~~e.d.~~ Have access to clinicians 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.

~~f.e.~~ Have access to at least one (1) SUDP with experience conducting Behavioral Health crisis support for consultation by phone or on site during regular Business Hours.

~~g.f.~~ Have access to 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.

3. SBH-ASO crisis subcontractors have established policies and procedures for ITA services in accordance with SBH-ASO Involuntary Treatment Act Services Policy.

4. SBH-ASO crisis subcontractors 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

1. Crisis Services shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
2. 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.
3. Salish Regional Crisis Line (SRCL) 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.

4. SRCL is a separate number from SBH-ASO's customer service line.
5. Individuals have access to crisis services without full completion of Intake Evaluations and/or other screening and assessment processes.
6. Telephone crisis support services are provided in accordance with WAC 246-341-~~06700905~~ and crisis outreach services are provided in accordance with WAC 246-341-0715940.
7. 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 SBH-ASO 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.
8. SBH-ASO Care Managers and Crisis subcontractors 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, ~~recovery-based~~ recovery-based programs).
9. ~~SBH-ASO~~ Crisis subcontractors document calls, services, and outcomes on the SBH-ASO Crisis Log as well as agency medical record systems. SBH-ASO and the SBH-ASO Crisis subcontractors shall comply with record content and documentation requirements in accordance with WAC 246-341-0~~670900~~ through ~~WAC 246-341-0920~~.
10. SBH-ASO Crisis subcontractors 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.
11. SBH-ASO Crisis subcontractors shall offer a next day appointment to any individual who meets the definition of an urgent crisis and has a presentation of signs or symptoms of a behavioral health concern.
12. SBH-ASO shall coordinate with the 988/National Suicide Prevention Lifeline (NSPL) Provider in its regional service area to ensure these next day appointments are accessible to uninsured callers who meet criteria.

~~44.13.~~ 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:

1. Crisis services reflect the following:
 - a. Services will include providing crisis telephone screening as defined in WAC 246-341-~~06700910~~.
 - b. Crisis peer support services are be provided in accordance with WAC 246-341-09~~0120~~.
 - c. 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.
2. Crisis Workers will utilize an existing crisis plan as available.
 - a. SBH-ASO regional crisis teams have access to available crisis plans through their respective agency electronic health record (EHR). Each crisis team serves a specific catchment area and has access to the EHR for individuals enrolled in that catchment.
 - b. When a valid Release of Information (ROI) is in place, crisis plans are submitted to the SRCL via encrypted email. These documents are uploaded into the SRCL provider's EHR for the individual. The information is then available during future crisis contacts.
 - c. SBH-ASO utilizes Crisis alerts to support crisis planning and the delivery of individualized crisis services. 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.
3. When there is a question of safety, outreach services shall be provided in coordination with law enforcement or other mental health support.
4. Information regarding the Salish Regional Crisis Line number is available 24 hours a day, 7 days a week, 365 days a year via the SBH-ASO website and SBH-ASO subcontractors.
5. Crisis services are provided in the Individual's language of choice, free of charge. Providers have access to interpreter services and TTY/TDD equipment.

6. 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.
7. Individuals experiencing a psychiatric or substance use disorder crisis are stabilized in the most appropriate, least restrictive setting.
8. 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.
 - a. 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.
9. 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 Crisis subcontractors have a written protocol for the transportation of an individual in a safe and timely manner, when necessary.
5. SBH-ASO Crisis subcontractors 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 Crisis subcontractors have a written 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, as available.
 - g. SBH-ASO Crisis subcontractors will provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide Crisis Services.
 - h. ITA decision-making authority lies with the DCR providing the involuntary treatment investigation and is independent of the SBH-ASO.
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 crisis recipients are kept safe and maintained in the least restrictive environment possible. Crisis services also work with local law enforcement, Tribal and non-tribal IHCPs, community mental health programs, SUD treatment providers, MCOs, hospitals, shelters, and homeless services.

Ancillary Requirements of the SBH-ASO Crisis System

1. Crisis services to Tribal members (AI/AN) will be provided in accordance with Tribal Crisis Agreements and the current HCA-ASO contract.
2. All SBH-ASO Crisis subcontractors 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 Crisis subcontractors 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 Individual information.
4. Monitoring of the SBH-ASO Integrated Crisis System is under the purview of the Quality Assurance and Compliance Committee (QACC). QACC routinely reviews the following reports, making recommendations for improvement as indicated:
 - a. Mobile Crisis Response Timeliness
 - b. Crisis Hotline performance metrics
 - c. Quarterly Crisis Report
 - d. Quarterly Grievance Report
 - e. ~~Quarterly Ombuds Report~~

QACC will monitor outcomes from those recommendations.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: ENSURING CARE COORDINATION FOR INDIVIDUALS

Policy Number: CL201

Effective Date: 01/01/2020

Revision Dates: 10/27/2020; 11/10/2021; 3/24/2023

Reviewed Date: 4/16/2019

Executive Board Approval Dates: 5/17/2019; 11/1/2019; 11/20/2020; 3/18/2022

POLICY

SBH-ASO ensures the provision of Care Coordination to individuals who come in contact with the crisis system or other SBH-ASO funded services within the Salish regional service area. SBH-ASO Care Coordination activities promote the coordination, continuity and quality of care.

PROCEDURE

1. SBH-ASO Care Coordination activities are focused on ensuring:
 - a) Crisis Services are delivered in a coordinated manner including access to crisis safety plans to assist with coordination of information for individuals in crisis.
 - i. SBH-ASO ensures its Crisis Providers share crisis safety plans with the Salish Regional Crisis Line, when releases of information are obtained from individuals.
 - ii. SBH-ASO implements strategies to reduce unnecessary crisis system utilization through the review of crisis logs to identify Individuals accessing excessive crisis services with the intent of engaging the Individuals in the development and implementation of crisis prevention plans to enhance the Individual's stability.
 - a. Crisis Providers will assist SBH-ASO in identifying Individuals who would benefit from additional coordination or for whom non-crisis services may be appropriate.
 - iii. SBH-ASO Care Managers collaborate with MCOs to develop and implement strategies to coordinate care with community behavioral health

providers for Medicaid enrollees with a history of frequent crisis system utilization.

- a. SBH-ASO provides each MCO with daily logs of their respective members contact with Regional Crisis System.
 - b. Upon MCO request, SBH-ASO Care Managers participate in care coordination activities for MCO enrollees.
 - c. SBH-ASO coordinates the sharing of crisis related documentation between Agencies and MCOs upon request.
- b) Care transitions are supported by the sharing of information among jails, prisons, inpatient settings, residential treatment centers, detoxification and sobering centers, homeless shelters and service providers for Individuals with complex behavioral health and medical needs.
 - i. SBH-ASO participates in meetings across the region to maintain connection to the community, provide information and support, and assist in identifying Individuals requiring additional resources.
- c) Continuity of Care for Individuals in an active course of treatment for an acute or chronic behavioral health condition, including preserving Individual-Provider relationships through transitions.
 - i. SBH-ASO Care Managers provide care coordination, in partnership with existing providers, for individuals accessing SBH-ASO funded services.
- d) Care strategies are evaluated and implemented to reduce unnecessary utilization of crisis services by promoting relapse/crisis prevention planning and early intervention and outreach that addresses the development and incorporation of recovery-based interventions and mental health advance directives in treatment planning consistent with requirements of contracts.
 - i. Examples of these efforts include but are not limited to:
 - a. SBH-ASO Leadership facilitate Crisis Providers meetings to review utilization trends, highlight community resources, and facilitate collaborative conversations.
 - b. SBH-ASO Care Managers outreach Providers to coordinate and schedule care coordination meetings.
 - c. SBH-ASO Care Managers directly engage Individuals in care coordination in instances where Individual/Provider relationships have not been effectively established.
2. SBH-ASO subcontractors screen individuals for Medicaid eligibility and assist in Medicaid enrollment on site or by referral, as appropriate.
3. SBH-ASO collaborates with external entities to address barriers to high-risk non-Medicaid individuals accessing non-crisis behavioral health services. At a minimum, Individuals identified in SBH-ASO Priority Populations and Waiting Lists Policy are provided with clinically relevant and coordinated care.

- a) Individuals also include those referred by community entities such as law enforcement, emergency department or first responders.
 - b) These individuals are identified at multiple points during clinical contact, including but not limited to intake/assessment, authorization/notification requests, assessment for discharge readiness and/or through direct referral to SBH-ASO.
4. SBH-ASO and its subcontractors work to address barriers to appropriate and coordinated care, if such issues surface. Such barriers may be identified through SBH-ASO Customer Service, SBH-ASO and/or subcontractor care coordination activities, SBH-ASO community engagement, SBH-ASO Quality Assurance and Compliance Committee (QACC), and Regional Ombuds activities.
5. SBH-ASO's subcontractors engage individuals in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and to maintain the individual's stability.
- a) Crisis plans are available to each crisis team through their respective agency's respective EHR. All crisis team members have access to this information within their respective catchment area.
 - b) Crisis plans submitted to the Salish Regional Crisis Line (SCRL) are added to the individual's record and are available to crisis line staff upon contact with the individual. This information may be shared with another crisis team as indicated.
 - c) Additionally, Crisis Alerts may be submitted to the SCRL through the Crisis Alert Platform, fax, or by calling directly. These alerts may be generated by community members, family members, and professionals. Crisis Alerts are accessible to all SCRL staff.
6. SBH-ASO has the capacity to receive Care Coordination referrals from internal and external entities. Upon receipt of a Care Coordination referral:
- a) SBH-ASO Care Managers identify existing providers and supports.
 - b) SBH-ASO Care Managers contact the Individual and Provider Agency, in coordination with any appropriate internal and external entities, to maintain continuity of care.
 - c) Service-related decisions will be based on individual clinical presentation, risk, and within available resources, in coordination with current established providers.
7. SBH-ASO Care Managers review notification and authorization requests submitted through the Salish Notification and Authorization Program (SNAP). Upon notification of specific services being initiated, such as inpatient treatment, SBH-ASO Care Managers:
- a) Contact the provider to initiate care planning
 - b) Seek information related to existing treatment providers
 - c) Engage the treatment team in care planning

8. SBH-ASO Care Managers coordinate the transfer of Individual information, including initial assessments, care plans, and mental health advanced directives with other BH-ASOs and MCOs as needed when an Individual moves between regions or gains or loses Medicaid eligibility, to reduce duplication of services and unnecessary delays in service provision, within all applicable privacy regulations.
 - a) SBH-ASO subcontractors assist with coordination of service to an individual including collection of releases of information for formal information and/or document sharing.
 - i. Adherence to this requirement will be reviewed as per the SBH-ASO Policy Provider Network Selection, Retention, Management, and Monitoring.
 - b) SBH-ASO will assist with coordinating care when barriers regarding facilitating of information arise. Subcontractors or outside entities may contact SBH-ASO Care Managers to assist.
 - i. SBH-ASO Care Managers will contact all necessary entities/parties to ensure transfer of information occurs in a timely manner, within appropriate privacy regulations, to ensure continuity of care across levels of care or between care settings.
 - c) The transfer of this information may be conducted via secure written or oral communication
9. The SBH-ASO collaborates with Child and Transition Age Youth (TAY) service systems as follows:
 - a) Convening the regional Children's Long Term Inpatient Program (CLIP) Committee
 - b) If requested by a Wraparound Intensive Services (WISe) provider, CLIP facility or other program in the behavioral health system served by the SBH-ASO
 - c) Referring potentially CLIP-eligible children to the CLIP Administration
 - d) Facilitation of Family Youth System Partnership Roundtable (FYSPRT)
 - e) Participation in Regional WISe Managers Meetings.
10. SBH-ASO utilizes GFS/FBG funds to care for Individuals in alternative settings such as, but not limited to, homeless shelters, permanent supported housing, nursing homes, or group homes.
 - a) SBH-ASO participates in and/or convenes community meetings to address serving individuals needing services in alternative settings
 - b) SBH-ASO participates in meetings across the region to maintain connection to the community, provide information and support, and assist in identifying Individuals requiring additional resources
 - c) SBH-ASO Care Managers provide case-by case coordination with existing providers to individuals needing care in alternative settings to ensure continuity of care

11. SBH-ASO is responsible for the coordination of assigned Individuals from admission to inpatient care, transfer to a State Hospital, and through discharge. Additional information can be found the SBH-ASO State Hospital and LTCC Coordination Policy.

12. SBH-ASO provides care coordination support for Individuals who have discharged from LTCC facilities, for a minimum of one hundred eighty (180) calendar days post discharge unless Individual declines or opts out. SBH-ASO tracks those Individuals who receive care coordination services, length of time receiving care coordination services, and those who opted out or declined, and shall provide this information upon request by HCA

12.13. SBH-ASO shall participate in disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by HCA, county, or local public health jurisdiction. The SBH-ASO shall attend state-sponsored training and participate in emergency/disaster preparedness planning when requested by HCA, the county or local public health jurisdiction in the region and provide Disaster Outreach and post-Disaster Outreach in the event of a disaster/emergency.

MONITORING

SBH-ASO Leadership Team and QACC monitor, develop, and implement strategies to assess and improve the care coordination system over time.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: MONITORING OF CONDITIONAL
RELEASE/LESS
RESTRICTIVE/ASSISTED OUTPATIENT
TREATMENT ORDER

Policy Number: CL205

Effective Date: 1/1/2020

Revision Dates: 2/3/2021; 2/10/2022; 3/24/2023

Reviewed Date: 7/30/2019

Executive Board Approval Dates: 11/1/2019; 7/30/2021; 3/18/2022

POLICY

Salish Behavioral Health Administrative Services Organization (SBH-ASO) provides funding for monitoring services to eligible non-Medicaid individuals referred for services in accordance with Civil Conditional Releases (CR), Less Restrictive Orders (LRO), or Assisted Outpatient Treatment (AOT) guidelines.

SBH-ASO provides funding for behavioral health services to Individuals on CR, LRO or AOT who are ineligible for Medicaid to ensure adherence with requirements of the designated order. Assisted Outpatient Treatment (AOT) shall be provided to those who are identified as meeting the need.

Legal status does not preclude the individual's financial responsibility for outpatient services.

PROCEDURE

1. SBH-ASO subcontracts with LRA Treatment Providers to ensure the availability of CR, LRA and AOT monitoring and treatment services.
 - a. An LRA Treatment Provider means a provider agency that is licensed by DOH to monitor, provide/coordinate the full scope of services required for LRA treatment, agrees to assume this responsibility, and houses the treatment team.
 - b. Monitoring of less restrictive alternative treatment includes, at a minimum, the following:
 - i. Assignment of a care coordinator;
 - ii. An intake evaluation;

- iii. A psychiatric evaluation;
 - iv. A schedule of regular contacts with the provider of the less restrictive alternative treatment services for the duration of the order;
 - v. A transition plan addressing access to continued services at the expiration of the order;
- c. Less restrictive alternative treatment may additionally include requirements to participate in the following services:
- i. Medication management;
 - ii. Psychotherapy;
 - iii. Nursing;
 - iv. Substance abuse counseling;
 - v. Residential treatment;
 - vi. Support for housing, benefits, education, and employment.
2. Inpatient psychiatric or secure withdrawal management facilities are required to contact the LRA Treatment Provider to request the Provider assume responsibility of the non-Medicaid CR/LRO/AOT. This contact must be a written request and is expected to occur prior to the individual's discharge from the facility.
3. Following receipt of a CR/LRA/AOT order and a request to assume responsibility of monitoring said order, SBH-ASO LRA Treatment Providers shall screen individuals for Medicaid eligibility, and if appropriate, assist with Medicaid enrollment.
4. For Individuals residing in the Salish RSA-, who are not eligible for Medicaid, the LRA Treatment Provider will notify SBH-ASO via the Salish Notification and Authorization Program (SNAP) to request authorization for monitoring services or monitoring with treatment services.
5. The LRA Treatment Provider is responsible for providing monitoring services for the duration of the court order.
- a. LRAT Treatment Providers shall submit monthly reporting to SBH-ASO, to include adherence with the court order, any violation of the conditions of the CR/LRO/AOT, consideration to pursue revocation, attempts to contact/engage the individual, consideration for release, and any coordination required. This report is submitted to SBH-ASO via online form.
 - b. These reports will be monitored by SBH-ASO Care Managers, who may provide coordination with LRA Treatment Providers as indicated. Any identified issues with provider reporting will be referred to the SBH-ASO Clinical Director.

~~Individuals on an AOT are not able to be revoked. If the individual refuses to comply with the conditions of the AOT, the LRA Treatment Provider should coordinate with the Designated Crisis Responder (DCR) office regarding the violation(s) to determine if there are grounds for a new evaluation for detention.~~

6. SBH-ASO staff oversees system coordination and legal compliance for ~~A~~ssisted ~~O~~utpatient ~~T~~treatment under RCW 71.05.148 and RCW 71.34.755.
7. DCRs shall maintain a system which tracks CRs/LROs/AOTs, as well as ensuring LRA Treatment Providers are informed of the process for extending a CR/LRO/AOT.
8. LRA Treatment Providers shall request an extension, if clinically appropriate, from the responsible DCR office three to four (3 to 4) weeks prior to the expiration of the CR/LRO/AOT.
9. An LRA Treatment Provider assigned to monitor an individual on a CR/LRO/AOT may not discharge the individual while on the CR/LRO/AOT.

REVOCATION OF LR/CR ORDERS

Revised Code of Washington (RCW) 71.05 and 71.34 establishes criteria for revocation procedures.

COORDINATION OF CARE

In order to ensure integrated, well-coordinated, and medically necessary services are delivered to individuals on a CR/LRO/AOT, LRA Treatment Providers shall coordinate with DCRs and other allied professionals in the community. LRA Treatment Providers are required to adhere to SBH-ASO Ensuring Care Coordination Policy and Procedure.

SBH-ASO responds to requests for participation, implementation, and monitoring of Individuals receiving services on conditional release consistent with RCW 71.05.340.

SBH-ASO TRACKING OF LRA ORDERS ISSUED BY SUPERIOR COURTS

SBH-ASO is responsible for tracking LRA orders that are issued by Superior Courts operating in Clallam, Jefferson and/or Kitsap Counties.

- For Medicaid managed care enrolled individuals, this tracking responsibility includes notification to the Individual's MCO of the LRA order.
- For out-of-region individuals who will be returning to their home region, upon notification from the regional superior court, SBH-ASO will notify the home region BH-ASO of the LRA order.
- Upon receipt of notification of an LRA order for a Salish resident from another BH-ASO, SBH-ASO is responsible for:

- Notifying the appropriate MCO of the LRA Order (if applicable)
- Tracking LRA Order, Coordinating with the Individual and the LRA Treatment Provider. Monitoring and treatment services will be provided for in accordance with this policy for non-Medicaid individuals.
- The SBH-ASO will coordinates with superior courts in its~~their~~ region to assure a process for the court to provide notification to the SBH-ASO of petitions filed, including knowledge the court has that the respondent is an American Indian or Alaska Native who receives medical or behavioral health services from a tribe within the state of Washington.
- The sBH-ASO, ~~must~~ provides notice to the tribe and Indian Hhealth Ccare Pp provider regarding the filing of an AOT petition concerning a person who is an American Indian or Alaska Native who receives medical or behavioral health services from a tribe within the state of Washington.

⊖
SBH-ASO Clinical Director shall review the LRA Order Tracking Log at least quarterly. Any concerns regarding SBH-ASO Care Manager adherence to this policy shall be reviewed by the Salish Leadership Team.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: STATE HOSPITAL AND LONG TERM COMMUNITY CARE COORDINATION

Policy Number: CL206

Effective Date: 1/1/2020

Revision Dates: 5/14/2020; 10/25/21; 3/24/23

Reviewed Date: 7/30/2019

Executive Board Approval Dates: 11/1/2019; 1/15/2021; 3/18/2022

PURPOSE

To establish standards to ensure the provision of Care Coordination to non-Medicaid Individuals who are discharging from a State Hospital and Long Term Community care Facilities.

POLICY

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) shall work with the State Hospital's discharge team(s) and community partners to identify potential placement options and resolve barriers to placement, and to assure that Individuals will be discharged back to the community after the physician/treatment team determines the Individual is ready for discharge.

PROCEDURE

The SBH-ASO is responsible for coordination for assigned Individuals from admission through discharge. An SBH-ASO Care Manager will act in the role of liaison for all non-Medicaid Individuals.

1. SBH-ASO is responsible for coordinating discharge for assigned Individuals, which may include American Indian/Alaskan Native fee for service individuals, and works to complete the work in alignment with requirements of the State Hospital MOU or Working Agreement.
 - A. SBH-ASO Liaison participates in meetings and staffings as scheduled to coordinate discharge.
 - B. SBH-ASO Liaison works to identify existing agency relationships and facilitates care coordination with treatment providers and supports during discharge planning.

- C. SBH-ASO Liaison coordinates care with the Peer Bridger program to facilitated continuity in transitions of care.
2. The SBH-ASO liaison works to ensure individuals are medically cleared, if possible, prior to admission to a State Psychiatric Hospital or 90/180 Community Civil Commitment Facility.
3. The SBH-ASO liaison uses best efforts to divert admissions and expedite discharges by using alternative community resources and mental health services, within available resources.
4. The SBH-ASO Care Managers coordinate care for any inpatient admission to identify additional resources and discharge supports to divert from state hospital and/or long-term inpatient placement.
 - A. Diversion activities include:
 - i. An SBH-ASO Care Manager is assigned upon admission to develop a discharge plan and explore alternative options of care.
 - ii. The SBH-ASO generates a weekly report of individuals whose inpatient care episode exceeds 20 days. This report is reviewed by the Liaison in consultation with Clinical Director and/or Medical Director to explore alternative options for care.
 - iii. The SBH-ASO Liaison is assigned to provide additional coordination to explore alternative options to long-term inpatient care.

~~1.~~ 5. The SBH-ASO liaison works with the State Hospital discharge team to identify potential placement options and resolve barriers to placement, to assure that individuals will be discharged back to the community after the physician/treatment team determines the individual is ready for discharge.

- A. SBH-ASO makes a good faith effort to schedule prescriber and other provider appointments within seven calendar days of an Individual's discharge. Appointment times are communicated back to the Facility, including for Individuals discharging from the State Hospital's Forensic Units.

6. Coordination with LTCC Facilities

- A. SBH-ASO coordinates with the LTCC facilities to receive admission and discharge notifications, and changes in Individual Medicaid eligibility and Managed Care Organization (MCO) enrollment.
- B. SBH-ASO participates in team meetings or case reviews according to LTCC facility policy and procedures in order to engage Individuals early and ongoing in discharge planning support. The Contractor shall coordinate with LTCC facilities to receive the information on how the Contractor should participate in team meetings or case reviews.
- C. The SBH-ASO Liaison participates in a quarterly learning collaborative meeting with peer MCOs/ASOs and LTCC facilities to discuss barriers and/or challenges with admissions or discharge planning processes, to share care coordination best practices and participate in educational

opportunities.

- i. The SBH-ASO Liaison works with ~~other peer~~ MCOs and BH-ASOs and MCOs to identify representative(s) to co-lead with representative LTCC staff, to organize and conduct these meetings.
- ii. The SBH-ASO Liaison works with ~~peer~~ other MCOs, BH-ASOs and LTCC facility staff to:
 - a. A assess LTCC utilization data to support quality improvement and reduce recidivism.
 - b. D develop initial LTCC Discharge Coordination Guidelines that will delineate discharge planning responsibilities for LTCC facilities, BH-ASOs, and MCOs by October 31, 2023, and annually review and revise as required.
- D. The SBH-ASO Liaison coordinates with the LTCC facilities and assists with the elements of the discharge planning process as agreed upon in the Learning Collaborative and outlined in LTCC Discharge Coordination Guidelines.
- E. The SBH-ASO Liaison tracks those Individuals in each facility who were ready to discharge and were not discharged within fourteen (14) calendar days, will track for patient recidivism, and will analyze for trends, gaps in services and potential solutions. The Contractor shall provide this information upon request by HCA.-

A.

2. The SBH-ASO and its Providers monitor and track Individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320 to ensure compliance with LRA requirements (see SBH-ASO Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order Policy).
3. The SBH-ASO coordinates with Providers to offer behavioral health services to Individuals who are ineligible for Medicaid to ensure compliance with LRA requirements.
 - A. SBH-ASO Liaison provides review of court reporting of LR/CR and coordinates care with the appropriate entities to provide continuity of care.
4. The SBH-ASO responds to requests for participation, implementation, and monitoring of Individuals receiving services on conditional release consistent with RCW 71.05.340. The SBH-ASO coordinates with Providers to facilitate access to mental health services to Individuals who are ineligible for Medicaid to ensure compliance with conditional release requirements (RCW 10.77.150 and 71.05.340).
5. Non-Medicaid Conditional Release Individuals in transitional status in Pierce or Spokane County will transfer back to the region they resided in prior to entering the State Hospital upon completion of transitional care. Individuals residing in the Salish RSA prior to admission and discharging to another RSA will do so according to the agreement established between the receiving RSA and the SBH-ASO. The Agreements shall include:

- A. Specific roles and responsibilities of the parties related to transitions between the community and the State Hospital.
 - B. Collaborative discharge planning and coordination with cross-system partners such as residential facilities, community MH or SUD providers, etc.
 - C. Identification and resolution of barriers which prevent discharge and systemic issues that create delays or prevent placements in the Salish RSA.
 - D. SBH-ASO/Providers shall screen individuals and assist in Medicaid enrollment in partnership with State Hospital financial services.
 - E. When Individuals being discharged or diverted from state hospitals are placed in a long-term care setting, the SBH-ASO partners with Providers to:
 - a) Coordinate with DSHS Aging and Long-Term Services Administration (AL TSA) Home and Community Services (HCS) and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the HCA website.
 - b) Coordinate with HCS and any residential provider in the development of a treatment plan that supports the viability of the HCS placement when the Individual meets access to care criteria.
6. SBH-ASO ensures provision of behavioral health agencies as part of Transition Teams, when appointed by the courts, for Individuals that meet criteria for civil commitment in accordance with RCW 71.05.280(3)(b) and Individuals that meet criteria for Not Guilty by Reason of Insanity (NGRI) under RCW 10.77.010(6), and RCW 10.77.030.
- 6.7. The SBH-ASO implements a program that follows program and reporting standards found in the Peer Bridger Exhibit of the HCA BH-ASO contract.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: JAIL TRANSITION SERVICES

Policy Number: CL207

Effective Date: 1/1/2020

Revision Dates: 5/14/20; [04/14/2023](#)

Reviewed Date: 7/19/2019

Executive Board Approval Dates: 11/1/2019; 1/15/2021

PURPOSE

To outline the provision of Jail Transition Services to non-Medicaid eligible individuals residing in the Salish Regional Service Area (RSA) within available resources.

POLICY

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) Providers provide Jail Transition Services for incarcerated individuals residing in the Salish RSA in accordance with the HCA BH-ASO Contract.

PROCEDURE

1. SBH-ASO Jail Transition Services are to be provided within available resources.
 - ~~1.a.~~ 1.a. SBH-ASO and Providers ~~coordinate~~ with local law enforcement and jail personnel to meet the needs of individuals detained in city, county, Tribal, and regional jails.
 - ~~2.b.~~ 2.b. Providers must identify and provide transition services to persons with mental illness and/or co-occurring disorders to expedite and facilitate their return to the community.
 - ~~3.c.~~ 3.c. Providers accept referrals for intake of persons who are not enrolled in community mental health services but who meet priority populations as defined in Chapter 71.24 RCW. SBH-ASO Providers must conduct mental health intake assessments for these persons and, when appropriate, provide transition services prior to their release from jail.
 - ~~4.d.~~ 4.d. ~~SBH-ASO~~ Providers ~~shall~~ assist Individuals with mental ~~illness~~ health needs in completing and submitting an application for medical assistance prior to release from jail.

~~2.e.~~ Providers assist Individuals with mental illness and/or co-occurring disorders with the coordination of the re-activation of Medicaid benefits if those benefits were suspended while the Individual was incarcerated, which may involve coordinating the submission of prior authorization with the managed care organizations.

~~3.~~ ~~2.~~ Pre-release services include:

~~i.a.~~ Mental health and Substance Use Disorder (SUD) screening for Individuals who display behavior consistent with a need for such screening, who submit a request for services, or who have been referred by jail staff or officers of the court.

~~ii.b.~~ Mental health intake assessments for persons identified during the mental health screening as a member of a priority population.

~~iii.c.~~ Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

~~iv.d.~~ Other prudent pre-release and pre-trial case management and transition planning.

~~e.~~ Direct mental health or SUD services to Individuals who are in jails that have no mental health staff.

~~v.~~

~~4.~~ ~~3.~~ Post-release outreach to ensure follow-up for mental health and other services (e.g., SUD) to stabilize Individuals in the community.

~~5.~~ ~~4.~~ If the SBH-ASO has provided the jail services in this section the SBH-ASO may also use the Jail Coordination Services funds, if sufficient, to facilitate any of the following:

~~1.a.~~ Daily cross-reference between new booking and the Data Store to identify newly booked persons.

~~2.b.~~ Develop individual alternative service plans (alternative to the jail) for submission to the courts. Plans will incorporate evidence-based risk assessment screening tools.

~~3.c.~~ Inter-local Agreements with juvenile detention facilities.

~~d.~~ Provide up to a seven (7) day supply of medications for the treatment of mental health symptoms following the release from jail.

~~4.~~

~~e.~~ Training to local law enforcement and jail services personnel regarding de-escalation, crisis intervention, and similar training topics.

5. Peer Pathfinders for Transitions from Incarceration

- a. In conjunction with the Jail Transitions Team, the Peer Pathfinder will attempt to engage Individuals in planning their discharge. SBH-ASO contracted jail transition teams will help the Peer Pathfinder identify potential participants.
- b. The Peer Pathfinder will work with the Individual on transitioning out of incarceration and into community-based services to address identified needs.
- c. These supports may include spending time establishing social support, helping with independent living skills, developing coping skills, and community adjustment skills.
- d. Community-based post-release activities ~~will~~may include:
 - i. Assisting the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Pathfinder may be identified as a non-crisis resource in the plan.
 - ii. Work to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.
 - iii. Support the Individual in developing skills to facilitate trust-based relationships, develop strategies for maintaining wellness and develop skills to support relationships.
 - iv. Assist the Individual in developing a life structure, including skills for daily living such as visits to coffee shops, use of local transportation, opening a bank account, work effectively with a payee if needed, understand benefits, budget planning, shopping and meal preparation, access leisure activities, find a church or faith home, attain, and maintain housing, etc.
 - v. Support the Individual in developing skills to schedule, track and attend appointments with providers.
 - vi. Assist the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The Peer Pathfinder should also help Individuals prepare for appointments and identify questions or comments the Individual might have for the provider.
 - vii. Explore supported employment that addresses the following:
 - 1. Employment goals and how they relate to recovery.
 - 2. The availability of additional training and education to help the Individual become employable.
 - 3. The array of employment programs and supported employment opportunities available within the region.

- e. The hand-off between the Peer Pathfinder and the community behavioral health provider who is providing behavioral health services will be gradual and based on the Individual's needs and their person-centered plan.
 - i. The anticipated duration of in-community Peer Pathfinder services is 120 calendar days with extensions granted by SBH-ASO on a case-by-case basis.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: TELEMEDICINE

Policy Number: CL208

Effective Date: 3/20/2020

Revision Dates: 4/19/2023

Reviewed Date:

Executive Board Approval Dates: 7/17/2020

DEFINITIONS

Telemedicine - the delivery of health care services through the use of HIPAA compliant interactive audio and video technology, permitting real-time communication between the patient at the originating site and the provider, for the purpose of diagnosis, consultation, or treatment. Telemedicine includes audio-only telemedicine, but does not include any of the following services:

- Email and facsimile transmissions
- Installation or maintenance of any telecommunication devices or systems
- Purchase, rental, or repair of telemedicine equipment
- Incidental services or communications that are not billed separately, such as communicating laboratory results

Telehealth - an umbrella term that includes telemedicine as well as other temporary policies, including technologies that may not be HIPAA compliant and may not be conducted through interactive audio-video exchange including other forms of telehealth such as, often through video or audio calls on a computer, smartphone, or tablet, or patient portals. ~~on-line digital exchange through a patient portal, telephone calls, FaceTime, Skype, or email.~~

Telehealth is a general term that can include education, consultation, videoconference meetings, and patient contact. Telemedicine usually refers solely to clinical patient encounters with a healthcare professional.

POLICY

SBH-ASO accepts encounters and approves claims for medically necessary services through Telemedicine when the service is provided by a network provider within their scope of practice, for non-crisis behavioral health services, within Available Resources.

A provider must be licensed in Washington State to provide and bill for telemedicine or telehealth services.

SBH-ASO ~~temporarily accepts, for the duration of the COVID-19 Pandemic,~~ encounters and approves claims for medically necessary services provided via other telehealth modalities, including ~~non-HIPAA-compliant real-time audio/video,~~ audio only, ~~email~~ and patient portal, when the service is provided by a network provider within their scope of practice, for non-crisis behavioral health services, within Available Resources.

This SBH-ASO policy reinforces the HCA's current policies regarding telemedicine as defined in WAC 182-531-1730 and covers the new telehealth policies as provided through the HCA on-going publications and "FAQ" documents.

PROCEDURE

SBH-ASO will accept encounters in accordance with HCA Service Encounter Reporting Instructions (SERI) which includes service delivery via telemedicine modalities. Modalities that are not eligible to be rendered via telemedicine include:

- Day Support
- Mental Health Clubhouse
- Mental Health Residential Treatment
- Substance Use Disorder Residential Treatment

SBH-ASO will accept encounters in accordance with Apple Health (Medicaid) ~~Behavioral Health Policy and Billing. clinical policy and billing for COVID-19 (Revised June 9, 2020).~~

SBH-ASO will reimburse for services delivered via telemedicine on par with face-to-face service delivery reimbursement rates.

SBH-ASO providers will continue to obtain consent for treatment from clients including for those individuals who are receiving treatment exclusively through telemedicine. For those instances, providers shall document in the individual's clinical record the means by which consent was obtained (e.g., verbal, email, mail). Providers shall follow-up verbal consents with written confirmation of consent immediately upon resuming in-person treatment modalities.

~~SBH-ASO will provide routine and timely updates to the Salish Provider Network on HCA Billing and Policy changes related to COVID-19.~~



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: Salish Regional Family Youth System Partner Round Table (FYSPRT) **Policy Number:** CL212

Effective Date: 04/01/2023

Revision Dates:

Reviewed Date:

Executive Board Approval Dates:

POLICY

Salish Regional FYSPRT provides an equitable opportunity for family, youth, and systems partners to share their voices to address recurring system gaps, barriers, and process improvements to child, youth, and family behavioral health services and supports.

Salish Regional FYSPRT strives to become more culturally diverse and reflective of the diversity of the region.

PROCEDURE

Salish Regional FYSPRT promotes development of systems of care that are based on community priorities. This is accomplished by convening a group of diverse individuals invested in behavioral health outcomes including family, youth, system partners, tribal partners, providers, and community leaders to share their voices to improve outcomes for children, youth, and families.

Consistent with the FYSPRT manual, Salish BH-ASO will continue to develop, promote and support Regional FYSPRT activities by providing administrative and staff support for FYSPRT deliverables including but not limited to:

1. Including Youth, family and system partner representation in all aspects of the development, promotion, support, implementation and evaluation of the Regional FYSPRT.
2. Engaging with Youth, families, and system partners to build and maintain Regional FYSPRT participation as identified in the FYSPRT manual.

3. Convening a minimum of ten Regional FYSPRT meetings, in person or virtually, each calendar year.
4. Completing a needs assessment due October 31 of every even calendar year.
5. Creating and submitting a Work Plan for a two-year period based on the results of the completed needs assessment, and FYSPRT meetings and evaluations.
6. Maintaining a Regional FYSPRT webpage.
7. Participating in state-level activities.
8. Utilizing a meeting evaluation tool.
9. Reporting to HCA on a quarterly basis.

COMPENSATION AND REIMBURSEMENT PROCESS FOR PARTICIPANTS

Eligible youth and family members can receive compensation and/or reimbursement for participating in FYSPRT meetings, events, outreach activities, training events, travel (mileage), and childcare.

1. Individuals must complete a W-9 form to be eligible to receive compensation or reimbursement for participation in FYSPRT activities.
2. Each month that Individuals are eligible for compensation or reimbursement they must complete an online Cognito submission form. Submission of the Cognito form should be completed by the 5th of the month for the month prior.
3. Cognito submissions are reviewed by the Salish FYSPRT Convener for accuracy and forwarded for final approval and payment.

MONITORING

On a quarterly basis, Salish BH-ASO will report to HCA on the following:

1. Examples of how family, youth, and system partner voice have been included.
2. Efforts around community outreach and engagement.
3. Meeting or exceeding 51% youth and family attendance at FYSPRT meetings.
4. Convening a minimum of 10 regional FYSPRT meetings each calendar year. Meeting agendas, meeting notes, and meeting attendance records are submitted.
5. Verifying the Regional FYSPRT meeting protocol outlined in the FYSPRT manual is followed.
6. Verifying a review of WISE data or WISE reports at two meetings per calendar year to identify strengths and needs of the Regional Services Area.
7. Completing of a Needs Assessment due October 31st every even numbered calendar year.
8. Progress on goals and actions steps as outlined in the Work Plan, including barriers identified and plans to address barriers. Provide description of any added projects.
9. Verifying Salish Regional FYSPRT website content including:
 - a. Point of contact, name, email, and phone number.
 - b. Regional meeting agendas and meeting notes.

- c. Dates, locations, and times of past and upcoming Regional FYSPRT meetings (including information on travel reimbursement, childcare, and other meeting supports). If the meeting is online, include information about how to join.
 - d. Salish Regional FYSPRT Charter
 - e. Policies and procedures (may also be addressed in the Regional FYSPRT Charter) including how to propose an agenda item for a future Regional FYSPRT meeting.
 - f. Results of the Needs Assessment
 - g. The Annual Work Plan
 - h. Links to relevant regional/statewide resources and information.
 - i. Link to website www.salish-bhaso-fysprt.org
10. Names of Salish Regional FYSPRT Tri-Leads.
11. Verification of travel support for all Regional Tri-Leads to attend statewide FYSPRT meetings.
12. Verification of travel support for Youth Tri-Leads to participate as members of the Statewide Youth Leadership Network activities.
13. Verification of travel support for Regional FYSPRT Family Tri-Lead(s) to participate as members of the Washington Behavioral Health Statewide Family Network activities, trainings, or meetings.
14. Verification of the use of a meeting evaluation tool such as the FYSPRT Evaluation Tool and FYSPRT Evaluation – Narrative Team Effectiveness Questionnaire (NTEQ), (found in the FYSPRT Manual) to evaluate the effectiveness of the Regional FYSPRT meetings at least one time per quarter.
15. Provide travel, participation, and meeting support documentation (A-19).
16. Forward quarterly report and supporting documentation to HCABHASO@hca.wa.gov



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: Salish Youth Network Collaborative (SYNC)

Policy Number:
CL213

Effective Date: 02/24/2023

Revision Dates:

Reviewed Date:

Executive Board Approval Dates:

PURPOSE

To provide team-based coordination to improve access to services for children and youth experiencing complex behavioral health needs, with priority given to youth being served in emergency departments and needing urgent coordination of services.

POLICY

SBH-ASO SYNC Program is responsible for establishing and strengthening collaborative communication, mapping existing services, and improving service coordination to develop a responsive, robust system of care for youth and their families within Clallam, Jefferson, and Kitsap Counties.

PROCEDURE

1. SYNC Staff Responsibilities include:

- a. Program Supervisor
 - i. Leading youth system coordination
 - ii. Providing staff supervision of youth program coordinators,
 - iii. Ensuring the quality of behavioral health services within our community to include coordination with individuals with behavioral health needs, treatment providers/facilities, and participation in statewide planning initiatives.
 - iv. Serving as a liaison between SBH-ASO, youth/families, community partners, treatment agencies, schools, and other stakeholders.
 - v. Developing a plan for engaging Steering Committee Members.
 - vi. Developing a plan for incentivizing Steering Committee Member participation.

b Care Coordinators:

- i. Participating in youth system coordination.
- ii. Ensuring the quality of behavioral health services within our community to include coordination with individuals with behavioral health needs, and treatment providers/facilities
- iii. Serving as a liaison between SBH-ASO, community partners, treatment agencies, schools, youth/families
- iv. Supporting youth and families through multidisciplinary team meetings
- v. Engaging and supporting youth and families in community settings

2. SYNC Steering Committee:

a. SYNC convenes regional stakeholders with representation of significant partners, to include but not limited to:

- i. Child welfare,
- ii. Schools,
- iii. Emergency management services,
- iv. Juvenile justice,
- v. Emergency departments
- vi. behavioral health providers,
- vii. Social support providers,
- viii. Community youth and family peer organizations,
- ix. Black Indigenous People of Color and Tribal affiliated agencies, services, and community supports
- x. Managed Care Organizations care coordinators, and
- xi. Development Disabilities Administration case managers

b. The SYNC charter defines and describes the role of the community partners in:

- i. The SYNC Steering Committee.
- ii. Prioritizing the needs of youth with complex presentations.
- iii. Increasing access to community resources in support of stabilization of the youth and family.
- iv. Developing a mission, vision, and values for SYNC.
- v. Includes a confidentiality agreement for all participants.

3. SYNC maintains a regional release of information (ROI) for use in coordination and multi-disciplinary team engagement.

4. SYNC maintains a community portal where community members can request SYNC services including coordination and a multi-disciplinary team convening.

5. SYNC Staff shall adhere to all program protocols and organizational policy and procedures.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: CRITICAL INCIDENT REPORTING

Policy Number: CP302

Effective Date: 1/1/2020

Revision Dates: 3/12/2020; 4/14/2023

Reviewed Date: 6/14/2019; 7/18/2019; 1/20/2021

Executive Board Approval Dates: 11/1/2019; 5/22/2020

Policy

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) maintains 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 Critical Incident Manager is the SBH-ASO Administrator or designee.

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.cognitoforms.com/SalishBehavioralHealthOrganization1/SBHASOCriticalIncidentForm>

Within 1 business day of becoming aware of the event, 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-critical 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 perpetrated by staff; and
 - b. Physical or sexual assault perpetrated by another client; and
 - Death.
 - b-c. 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).

Within 1 business day of become aware of event, Reporters shall also submit to the SBH-ASO the following population based incidents ~~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 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.
 - a. HCA may ask for additional information as required for further research and reporting. SBH-ASO shall provide information within three (3) Business Days of HCA's request.

4. Reporting this information to HCA does not discharge the SBH-ASO from completing mandatory reporting requirements, such as notifying the DOH, law enforcement, Residential Care Services, and other protective services.

4.5. 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.

5.6. 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: Financial Management

Policy Number:
FI504

Effective Date: 1/1/2023

Revision Dates:

Reviewed Date:

Executive Board Approval Dates:

POLICY

The SBH-ASO prudently manages public resources and employs accounting principles consistent with applicable state and federal requirements and accepted accounting principles (GAAP).

PROCEDURE

1. The SBH-ASO, by Inter-local agreement, operates administratively under the auspices of the Kitsap County Human Services Department.
2. Management of SBH-ASO financial resources is supported by the Kitsap County Human Services Accounting section, which:
 - a. Provides the SBH-ASO, its Administrator, and governing body with such monthly, quarterly or annual budgets, reports and other financial statements required to meet contractual agreement with the state.
 - b. Performs and evidences sound accounting procedures.
 - c. Maintains consistency with applicable state and federal requirement and accepted accounting procedures (GAAP).
3. By subcontract, providers agree to prudently manage public resources so that quality services are provided in a cost-efficient manner and to employ accounting procedures that are consistent with applicable state and federal requirements and generally accepted accounting principles, which includes:
 - a. Providers maintaining readily accessible documents and records sufficient to provide an audit trail to SBH-ASO.
 - b. Providers' documents identify contracted funds and their expenditures identified.
 - c. Providers delivering requested documents to SBH-ASO as required.

4. The SBH-ASO and its providers expend funds received in accordance with the revenue contract and only for the purposes that they are intended.
5. The SBH-ASO and its providers deliver and/or purchase goods and services prudently consistent with state or county procurement procedures.
 - a. SBH-ASO complies with Kitsap County procurement procedures.
 - b. Providers designate policies and procedures which so comply.
6. The SBH-ASO manages assets of the SBH-ASO under applicable state and federal requirements and generally accepted accounting principles (GAAP) by maintaining:
 - a. A list of the assets of the SBH-ASO including property, equipment, vehicles, buildings, capital reserve funds, operating reserve funds, risk reserve funds or self-insurance funds.
 - b. An accounting of any interest accrued on funds; using any accrued interest to perform requirements of the contract.
 - c. An annual physical inventory of property, equipment, vehicles, and buildings. Proceeds from the disposal of any assets will be retained by the SBH-ASO and its providers for the purposes of the contract.
 - d. Lists and inventories will be filed at the SBH-ASO.
7. The SBH-ASO maintains a Cost Allocation Plan, which is reviewed at least annually, and upon budgetary changes.

MONITORING

This policy is a mandate by contract and federal regulation.

1. This policy will be monitored through the use of SBH-ASO:
 - a. Annual Subcontractor Administrative Reviews
 - b. Annual Provider Fiscal Reviews
2. If a provider performs below expected standards, a Corrective Action Plan will be required for SBH-ASO approval.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: Cost Allocation Plan

Policy Number:
FI505

Effective Date: 1/1/2023

Revision Dates:

Reviewed Date:

Executive Board Approval Dates:

POLICY

The SBH-ASO maintains a cost allocation plan that is consistent with BARS instructions and ensures that required costs are allocated accurately in fiscal reports.

PROCEDURE

1. Costs are allocated between the Medicaid and non-Medicaid cost centers.
2. SBH-ASO administrative and operational costs are split between Medicaid and non-Medicaid costs centers based upon the ratio of Medicaid and non-Medicaid revenues to the total revenue.
3. Cost allocations are established annually and monitored by the SBH-ASO Fiscal Analyst and SBH-ASO Administrator, on a monthly basis.
4. SBH-ASO payroll expenses are allocated in accordance with this policy and managed through the Workday financial system.



SALISH BH-ASO POLICIES AND PROCEDURES

Policy Name: QUALITY MANAGEMENT PLAN

Policy Number: QM701

Effective Date:

Revision Date(s): 3/5/2020; 4/8/2021, 5/1/2023

Reviewed Date: 7/16/2019; 2/24/2022

Executive Board Approval Dates: 11/1/2019; 5/22/2020; 7/30/2021

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SALISH BH-ASO POLICIES AND PROCEDURES

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.

Monitoring tools and activities, outlined below, include:

- Annual Subcontractor Monitoring Reviews
- Monitoring and Review of Critical Incidents
- Utilization Management Trends Reports
- Quality Indicator Tracking
- Grievance and Appeals Tracking Review and Tracking
- Compliance and Program Integrity Plan
- Salish Leadership Team Meetings (including SBH-ASO Medical Director, SBH-ASO Administrator, SBH-ASO Clinical Director, and others as designated)

Purpose

The activities of the Quality Management Plan seek to assure compliance and continuous improvement within the system including:

1. Meeting HCA contract requirements in accordance with General Fund State/Federal Block Grant (GFS/FBG) requirements, Crisis Services Performance Measures, and the Federal Block Grant Annual Progress Report template.
2. Monitoring and planning quality improvement activities.
3. Inclusion of Individual voice and experiences. This may include feedback and trends reported by Office of Behavioral Health Advocacy (OBHA), grievance data, and feedback from the Behavioral Health Advisory Board (BHAB).
4. Inclusion of provider voice and experience, which may include feedback through involvement in Integrated Provider meetings, SBH-ASO Quality and Compliance Committee, provider complaints, and provider appeals.

QUALITY MANAGEMENT PROGRAM OVERSIGHT

The Quality Management Program is operated under the joint oversight of the SBH-ASO Medical Director and SBH-ASO Clinical Director.

Executive Board

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



SALISH BH-ASO POLICIES AND PROCEDURES

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.

Advisory Board

The SBH-ASO Behavioral Health Advisory Board (BHAB) provides community and individual input to the SBH-ASO Staff and Executive Board.

The BHAB will:

- Solicit and use the input of Individuals with mental health and/or substance use disorders to improve behavioral health services delivery in the region;
- Provide quality improvement feedback to the SBH-ASO, key stakeholders, and other interested parties.

BHAB Membership Requirements:

1. Be representative of the geographic and demographic mix of service population;
2. Have at least 51 percent of the membership be persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in Recovery from a behavioral health disorder;
3. Law Enforcement representation;
4. County representation;
5. No more than four elected officials;
6. No employees, managers, or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the subcontractor; and
7. Terms are staggered three years to ensure ongoing membership coverage. Multiple terms may be served.

Quality Assurance and Compliance Committee (QACC)

The QACC meets quarterly and provides oversight of the quality assurance and improvement processes and activities, as well as the Program Integrity and Compliance program for the SBH-ASO. The QACC provides direct oversight of this document and the SBH-ASO Compliance and Program Integrity Plan. The ICQ is chaired by the SBH-ASO Clinical Director and designee.

The QACC membership includes:

- representatives from each of the providers
- the Salish regional Behavioral Health Advocate from Office of Behavioral Health Advocacy
- Designated SBH-ASO staff.

Internal Quality Committee (IQC)

The IQC meets monthly and provides input to the quality assurance and improvement processes as well as the QACC. The QACC is chaired by SBH-ASO Clinical Director and designee.

The IQC Membership includes:



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- All SBH-ASO Staff under the guidance of the SBH-ASO Medical Director and SBH-ASO Clinical Director.

Network Providers

Network Providers maintain their own Quality Management Plans that is unique to their agency and in alignment with SBH-ASO Quality Management Plan. On-going provider participation in the Quality Management Program is required.

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.

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 activities to develop improvement strategies to enhance quality in any one or more of the identified categories.

Information regarding the quality and appropriateness of care individuals receive through network services is gathered from an array of sources and activities. Trends and issues identified through the collection and analysis of information are reported to the providers, the SBH-ASO Leadership Team, the QACC, and/or the Advisory Board.

Annual Subcontractor Monitoring Reviews:

The SBH-ASO has a standardized process for subcontractor annual monitoring reviews. The purpose of the reviews is to monitor subcontractor administrative, clinical, fiscal, compliance, and culturally and linguistically appropriate practice as outlined in the current SBH-ASO subcontract. Reviews may also be conducted on a more frequent basis if indicated.

Implementation Plan/Process: SBH-ASO staff will conduct subcontractor annual monitoring reviews. These reviews ultimately provide oversight, feedback, recommendations, and Corrective Action Plans when warranted. Results of Annual Monitoring Reviews are summarized for the SBH-ASO Leadership Team, QACC, SBH-ASO Compliance Officer, and BHAB. Individual reports are provided to the subcontractors.

Monitoring and Review of Critical Incidents:

On an ongoing basis, 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.

Implementation Plan/Process: Critical incidents are reported to the SBH-ASO from the providers in accordance with the ASO Critical Incident Policy. This information is used to



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identify trends, track investigations, and analyze concerns. The SBH-ASO maintains a Critical Incident subcommittee which reviews all CI reported to the SBH-ASO. The SBH-ASO coordinates with the providers to collect and forward information to HCA regarding regional efforts to decrease the possibility of similar incidents in the future, 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

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 report includes measures related to inpatient, outpatient, crisis, and residential services.

The SBH-ASO has mechanisms in place to detect both overutilization and underutilization and are reviewed quarterly by the SBH-ASO Leadership Team.

Overutilization metrics include:

- 3 or more crisis contacts in 30 days (excluding 24-hour toll-free crisis line contacts)
- 10 or more 24-hour toll-free crisis line calls in 30 days
- Inpatient stays (psychiatric and/or secure withdrawal management) greater than 20 days
- 3 or more inpatient stays within 120 days

Implementation Plan/Process: Utilization management data is collected from the monthly authorization tracking reports. SBH-ASO Leadership Team monitors its adherence to contracted utilization management timelines. The Utilization Manager, SBH-ASO Leadership Team, and the QACC analyzes the reports for trends and opportunities for improvement relating to SBH-ASO funded behavioral health services.

Quality Indicators Tracking

The QACC oversees the contractual measures of performance, by tracking quality indicators.

Quality metrics are tracked, but are not limited to:

- by the SBH-ASO Customer Service line reports
- Mental Health Block Grant and Substance Use Block Grant reports,
- Crisis System Call Center Performance reports
- crisis logs,
- supplemental provider data reports and encounter data reports; and
- Salish Notification and Authorization Program (SNAP) reports.

The QACC reviews data reports provided by QM Program staff and makes recommendations based on those reports.

Implementation Plan/Process: All indicators are reported to the Internal Quality Committee (IQC) and QACC at least quarterly. Baseline and targets, if applicable, are established by SBH-ASO Leadership Team and as required by contract. Data collected and analyzed for



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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

The SBH-ASO has a system in place for individuals to pursue grievances, appeals, and access Administrative Hearings. 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. The QACC reviews the SBH-ASO quarterly grievance reports to assess trends and inform quality assurance activities.

Implementation Plan/Process: The SBH-ASO collects grievance data directly submitted and resolved within the SBH-ASO and generates a quarterly report. SBH-ASO staff coordinates with the Office of Behavioral Health Advocacy (OBHA) related to outreach and grievance activities within the Salish Region. The QACC reviews the Office of Behavioral Health Advocacy presentations to assess trends and inform quality assurance activities.

Compliance and Program Integrity Plan

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, Executive Board members, and subcontractors that encompass the operations of the SBH-ASO are expected to act in accordance with the Compliance and Program Integrity Plan.

Implementation Plan/Process: 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 Compliance Officer reviews compliance plans and evidence of applicable trainings through the Annual Monitoring reviews for each provider and subcontractor. Recommendations are made as needed. The QACC reviews any findings and recommendations to assess trends and inform quality assurance activities.

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:

Community including Individuals and Family Members

- Community Feedback is continually gathered by the SBH-ASO Customer Service Line, SBH-ASO Advisory Board, and SBH-ASO community engagement



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- Information reported by Office of Behavioral Health Advocacy specific to residents of the Salish Region.
- Biennial Needs surveys

Tribal

- SBH-ASO engages network providers, and local Tribal Social Services/Wellness program directors to ensure culturally competent services and system coordination.
- SBH-ASO engages with tribal partners and the HCA Tribal Liaison regarding Crisis Coordination Plans.

Network Providers

- Input is gathered individually as well as 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.
- The QACC identifies opportunities for improvement and makes recommendations based on findings. Recommendations may include development of procedural changes or clinical practices.
- Feedback from the MCO Crisis Delegation audits
- Input from FYSPRT Quarterly Reports

REVIEW OF QUALITY MANAGEMENT PLANS AND STRATEGIES

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

The Quality Management Plan may be revised by SBH-ASO Leadership Team upon recommendation of the QACC. 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 Executive Board reviews the annual quality report and approves the Quality Management Plan that is disseminated to providers, stakeholders, and the public via the SBH-ASO website.



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SUMMARY OF MONITORING TOOLS AND TIMELINES

Monitoring Tool	Frequency	Oversight
Annual Subcontractor Monitoring	Annual	<ul style="list-style-type: none"> • SBH-ASO Leadership Team • SBH-ASO Compliance Officer • QACC • BHAB
Monitoring and Review of Critical Incidents	Ongoing IQC (Monthly) QACC (Quarterly)	<ul style="list-style-type: none"> • SBH-ASO Staff • IQC • QACC • CI Review subcommittee
Utilization Management Trends Reports	SBH-ASO Leadership Team (Quarterly) QACC (Quarterly)	<ul style="list-style-type: none"> • SBH-ASO Leadership Team • SBH-ASO UM Program • QACC
Quality Indicator Tracking	IQC (Monthly) QACC (Quarterly)	<ul style="list-style-type: none"> • IQC • QACC • SBH-ASO Staff
Grievance and Appeal Tracking	IQC (Monthly) Quarterly Report QACC (Quarterly)	<ul style="list-style-type: none"> • SBH-ASO Staff • QACC
Compliance and Program Integrity Plan	QACC (Quarterly)	<ul style="list-style-type: none"> • SBH-ASO Staff • Compliance Officer • QACC



SBH-ASO POLICIES AND PROCEDURES

Policy Name: CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA)

Policy Number: UM810

Effective Date: 1/1/2020

Revision Dates: 5/14/2020; 4/13/2023

Reviewed Date: 7/19/2019;

Executive Board Approval Dates: 11/1/2019; 1/15/2021

PURPOSE

To define the State CJTA funds, to identify the individuals eligible for State CJTA funds and the services covered by State CJTA funds in the Salish region. For individuals eligible for services covered by State CJTA funds and within available resources, this policy is also meant to ensure consistent application of standards region-wide for access to substance use disorder (SUD) services.

POLICY

Salish Behavioral Health Administrative Services Organization (SBH-ASO) receives and administers CJTA funding for Clallam, Jefferson and Kitsap counties and disperses these funds in accordance with RCW 71.24.580 and RCW 2.30.030.

SBH-ASO utilizes CJTA funds to provide services and cover allowable expenses to eligible Individuals, within available resources.

SBH-ASO utilizes CJTA funds for the following Individuals:

- A. Substance using and potential addiction if the Individual does not receive SUD treatment; AND
- B. Charged with an offense by a Washington State prosecuting attorney or in drug court; AND
- C. Not eligible for Medicaid or have treatment needs that are not Medicaid eligible; AND
- D. Who are at or below 220% of the federal poverty level; AND
- E. A resident of Jefferson, Clallam or Kitsap Counties.

SBH-ASO and Providers adhere to CJTA Funding Guidelines including:

1. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, the court is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of Drug Court.
4. 2. No more than thirty percent (30%) of the total CJTA funds may be used for providing treatment services in jail.
- 2.3. No more than ten percent (10%) of the total CJTA funds can be used for the following support services combined:
 - a. Transportation; and
 - b. Child Care Services

SBH-ASO provides a minimum of thirty percent (30%) of the CJTA funds for special projects that meet any or all of the following conditions:

1. An acknowledged best practice (or treatment strategy) that can be documented in published research, or
2. An approach utilizing either traditional or best practices to treat significantly underserved population(s), or
3. A regional project conducted in partnership with at least one (1) other entity serving the RSA such as, the Apple Health-IMC MCOs operating in the RSA or the ACH.

Services that can be provided using CJTA funds are:

1. Brief Intervention (Any Level, Assessment not Required)
2. ~~Sub-Acute and Acute Withdrawal~~ Clinically Managed Residential Withdrawal Management (ASAM Level 3.2)
3. Outpatient ~~Treatment Services~~ (ASAM Level 1)
4. Intensive Outpatient ~~Treatment Services~~ (ASAM Level 2.1)
5. Opiate Substitution Treatment (ASAM Level 1)
6. Case Management (ASAM Level 1, 2.1)
7. ~~Intensive Inpatient Residential Treatment~~ Clinically Managed High-Intensity Residential Services (ASAM Level 3.5)
8. Clinically Managed Population-Specific High-Intensity Residential Services ~~Long-term Care Residential Treatment~~ (ASAM Level 3.3)
9. Clinically Managed Low-Intensity Residential Services ~~Recovery House Residential Treatment~~ (ASAM Level 3.1)

10. Assessment (to include Assessments done while in jail)
11. Interim Services
12. Community Outreach
13. Involuntary Commitment Investigations and Treatment
14. Room and Board (Residential Treatment Only)
15. Transportation
16. Childcare Services
17. Urinalysis
18. Treatment in the Jail; ~~limited to 8 sessions~~ that may include, but is not limited to:
 - a. Engaging individuals in SUD treatment
 - b. Referral to SUD services
 - c. Administration of Medications for the treatment of substance use disorder, including Opioid Use Disorder (MOUD) to include the following:
 - i. Screening for Medications for Substance Use Disorder including MOUD
 - ii. Cost of Medications for treating Substance Use Disorders including MOUD
 - iii. Administration of Medications for Substance Use Disorders including MOUD
 - d. Coordinating care
 - e. Continuity of care
 - f. Transition planning
19. Employment services and job training
20. Relapse Prevention
21. Family/Marriage education
22. Peer-to-peer services, mentoring and coaching
23. Self-help and support groups
24. Housing Support Services (rent and/or deposits)
25. Life Skills

~~26. Spiritual and faith-based support~~

~~27-26.~~ Education

~~28-27.~~ Parent education and child development

SUD Treatment services and treatment support services for non-violent offenders within a drug court program may be continued for 180 calendar days following the graduation from the drug court program.

SBH-ASO Providers are awarded CJTA funds in accordance with each County's respective CJTA Committee allocations for the contract period and will render services in accordance with contract requirements. SBH-ASO network providers will invoice the SBH-ASO on a monthly basis for costs incurred in the month previous on the approved form.

All entities receiving CJTA funding must have policies and procedures allowing access to care for Individuals at any point in their course of FDA-approved medication assisted treatment (MAT). Therapeutic Courts cannot mandate discontinuation, titration, or alteration of an Individual's medication regimen to be admitted to, continue in, or graduate from a Therapeutic Court program. All decisions concerning medication are made solely between the participant and their prescribing provider.



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

Policy Number: PS901

Effective Date: 1/1/2020

Revision Date(s): 2/21/2023

Reviewed Date:

Executive Board Approval Dates: 5/22/2020

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 Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) Privacy Rule that compromises the security or privacy of the PHI, with the exclusions and exceptions listed in 45 CFR §164.402.~~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.

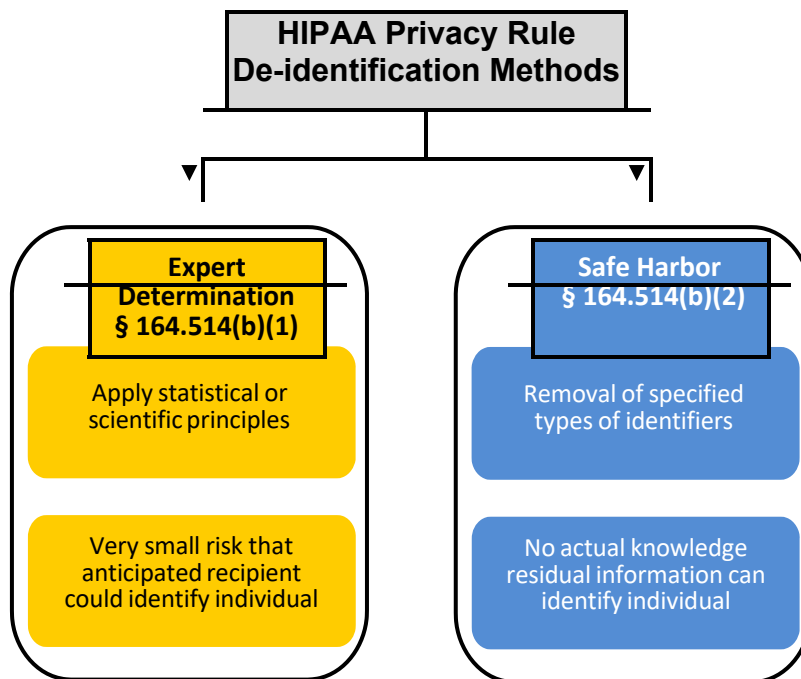
6.5 **Examples.** Salish BH-ASO acts as a Business Associate for its Upstream Covered Entities. Additionally, Salish BH-ASO contracts with Subcontractor Business Associates.

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.~~24. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- ~~26.~~25. **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.~~26. **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.~~27. **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).~~

~~30-28.~~ **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).

~~34-29.~~ **HCPCS** stands for Health [Care Financing Administration] Common Procedure Coding System.

~~32-30.~~ **Health Care** means care, services, or supplies furnished to an Individual and related to the health of the Individual. Health Care includes the following:

~~32-030.0~~ **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

~~32-430.1~~ **Drug, Device, or Equipment.** Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

~~33-31.~~ **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:

~~33-031.0~~ 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.

~~33-431.1~~ 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.

~~34-32.~~ **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.

35.33. 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:

35.033.0 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;

35.433.1 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;

35.233.2 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);

35.333.3 Medical, Legal, and Auditing Review. Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

35.433.4 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

- ~~35.5.33.5~~ **Business Management.** Business management and general administrative activities of the entity, including, but not limited to:
- ~~35.5.433.5.1~~ Management activities relating to implementation of and compliance with the requirements of the HIPAA Privacy Rule;
 - ~~35.5.233.5.2~~ 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;
 - ~~35.5.333.5.3~~ Resolution of internal grievances;
 - ~~35.5.433.5.4~~ 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
 - ~~35.5.533.5.5~~ 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.

~~36.34.~~ **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 globulin, 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)].

37-35. 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).

38-36. 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.).

39-37. 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.

40-38. 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.~~

~~41.39.~~ **HHS** stands for the Department of Health and Human Services.

~~42.40.~~ **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.

~~43.41.~~ **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>.~~

~~45.42.~~ **Hybrid Entity** means a single legal entity that is a Covered Entity and whose Covered Functions are not its primary functions.

~~46.43.~~ **Implementation Specification** means the specific requirements or instructions for implementing a Standard.

~~47.44.~~ **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.

~~48.45.~~ **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.~~ **46. 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.~~ **47. 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~~ **47.0** Names;
- ~~51.1~~ **47.1** Postal addresses other than town/city, State, and zip code;
- ~~51.2~~ **47.2** Telephone numbers;
- ~~51.3~~ **47.3** Fax numbers;
- ~~51.4~~ **47.4** Email addresses;
- ~~51.5~~ **47.5** Social Security numbers;
- ~~51.6~~ **47.6** Medical record numbers;
- ~~51.7~~ **47.7** Health plan beneficiary numbers;
- ~~51.8~~ **47.8** Account numbers;
- ~~51.9~~ **47.9** Certificate/license numbers;

- ~~51.10~~51.47.10 Vehicle identifiers and serial numbers, including license plate numbers;
- ~~51.11~~51.47.11 Device identifiers and serial numbers;
- ~~51.12~~51.47.12 Web Universal Resource Locators (URLs);
- ~~51.13~~51.47.13 Internet Protocol (IP) address numbers;
- ~~51.14~~51.47.14 Biometric identifiers, including finger and voice prints; and
- ~~51.15~~51.47.15 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.

~~52.48.~~ **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.

~~53.49.~~ **Marketing** means a communication about a product or service that encourages a recipient of the communication to use the product or service.

~~53.049.0~~ **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.

~~53.149.1~~ **Exceptions.** Marketing does not include a communication made:

~~53.1.149.1.1~~ 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).

~~53.1.249.1.2~~ 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.

54-50. Maximum Defined Data Set means all of the required Data Elements for a particular Standard based on a specific Implementation Specification.

55-51. 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.

56-52. 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.

57-53. Part 2 Program means a federally assisted program engaged in the provision of SUD diagnosis, treatment, or referral for treatment.

58-54. 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.~~

60-55. 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.~~

62-56. 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.

63-57. 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.

64-58. Privacy Rule means the Privacy of Individually Identifiable Health Information Standards promulgated to implement HIPAA, as may be amended from time to time.

65-59. 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.

66-60. 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.

67-61. 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.

68-62. Record any item, collection, or grouping of information that includes PHI

and is maintained, collected, used, or disseminated by or for a Covered Entity.

~~69.63.~~ **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.

~~71.64.~~ **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:

~~71.064.0~~ For **public health** purposes;

~~71.164.1~~ 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;

~~71.264.2~~ For **Treatment** purposes;

~~71.364.3~~ For **Payment** purposes;

~~71.464.4~~ For the **sale**, transfer, merger, or consolidation of all or part of the Covered Entity and related due diligence;

~~71.564.5~~ 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;

~~71.664.6~~ To an **Individual** for access to records or to receive an accounting of disclosures;

~~71.764.7~~ **Required by Law**; and

~~71.864.8~~ 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.

~~72.65.~~ **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.

~~73-66.~~ **Segment** means a group of related Data Elements in a Transaction.

~~74-67.~~ **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.

~~75-68.~~ **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.

~~76-69.~~ **Standard Transaction** means a Transaction that complies with the applicable Standard under 45 CFR 162.103.

~~77-70.~~ **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.

~~78-71.~~ **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.

~~79-72.~~ **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).

~~80-73.~~ **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.

81.74. 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.)

82.75. 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:

- 82.075.0** Claims submission and encounter information;
- 82.475.1** Payment to a Health Care Provider and remittance advice;
- 82.275.2** Health Care Claim status;
- 82.375.3** Eligibility;
- 82.475.4** Enrollment and disenrollment in a Health Plan;
- 82.575.5** Referral certification and authorization;
- 82.675.6** Coordination of benefits;
- 82.775.7** Premium payment to Health Plans;
- 82.875.8** Health Care electronic funds transfer (“EFT”) and remittance advice;
- 82.975.9** First report of injury;
- 82.1075.10** Health claims attachments; and
- 82.1175.11** Other transactions the Secretary of the Department of Health and Human Services (DHHS) may prescribe by regulation.

83.76. 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.

84.77. 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.

85-78. Use means, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains the PHI.

86-79. 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.

87-80. 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.



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.

Effective Date: ~~March 1, 2023~~ January 01, 2020

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.

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- **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 payer 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 ~~Behavioral Health Advocate~~Ombuds Services at 1-800-366-310388-377-8174 or the Salish BH-ASO 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 assistance of the Behavioral Health Advocate for the Salish Region Ombuds Service at 360-481-6561 (salish@obhadvocacy.org)~~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.