



**SALISH BEHAVIORAL HEALTH**  
**ADMINISTRATIVE SERVICES ORGANIZATION**  
**EXECUTIVE BOARD**  
**MEETING**

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**DATE:** Friday, January 20, 2023  
**TIME:** 9:00 AM – 11:00 AM  
**LOCATION:** Jamestown S’Klallam Red Cedar Hall Alderwood Room  
1033 Old Blynn Hwy, Sequim, WA 98382

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

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**A G E N D A**

[Salish Behavioral Health Administrative Services Organization – Executive Board](#)

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Minutes for December 9, 2022.  
(Attachment 5)
6. Action Items
  - a. Election of SBH-ASO Executive Board Chair and Vice-Chair
7. Informational Items
  - a. SBH-ASO Administration of Opioid Settlement Funds
  - b. SBH-ASO 2022 Community Needs Survey (Attachment 7.b)
  - c. SBH-ASO Housing Program Presentation (Attachment 7.c)
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

## ACRONYMS

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

[Full listing of definitions and acronyms](#)



Salish Behavioral Health  
Administrative Services Organization

## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

### EXECUTIVE BOARD MEETING

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**Friday, January 20, 2023**

#### **Action Items**

##### **A. ELECTION OF SBH-ASO EXECUTIVE BOARD CHAIR AND VICE-CHAIR**

The SBH-ASO Interlocal Agreement dictates that, annually, the Board shall elect a Chair and Vice-Chair by majority vote. For the past two years, Commissioner Brotherton served as Chair. In 2022, Commissioner Gelder served as Vice-Chair.

Staff respectfully requests that the Executive Board Elect a Chair and Vice-Chair for 2023.

#### **Informational Items**

##### **A. SBH-ASO ADMINISTRATION OF OPIOID SETTLEMENT FUNDS**

In accordance with One Washington MOU, a Regional Opioid Abatement Council (OAC) was formed in order for local governments within the Salish Region to receive their funds. Each county within the Salish Region has a distinct annual funding allocation.

While information on data collection and reporting requirements has not yet been provided, the first payments (Year 1 and 2) have been received. Staff would like to discuss the process for releasing these funds to each county.

##### **B. SBH-ASO 2022 COMMUNITY NEEDS SURVEY**

SBH-ASO developed and distributed a community needs survey to solicit information from the communities served by the behavioral health system, including the identification of strengths, needs, and service gaps within the community.

The survey was released on May 25, 2022 and remained open to the community through June 24, 2022. A survey link was shared across SBH-ASO Boards (Advisory and Executive), treatment providers, community-based organizations, and community groups. Partners were encouraged to further post and share the survey link, and the survey link was posted on the SBH-ASO public website. The survey was made available in printable form, and SBH-ASO staff announced during Advisory Board and other public community meetings that SBH-ASO staff were available to assist with completion of the survey via the SBH-ASO Customer Service Line.

The Community Needs Survey Report is attached. Staff will present a summary of the survey results.

### C. SBH-ASO HOUSING PROGRAM PRESENTATION

The Salish BH-ASO Housing Program consists of 3 components. These three components are HARPs (Housing and Recovery through Peer Supports) services, HCA Subsidies and Community Behavioral Health Rental Assistance. A Health Care Authority contract provides for HARPS Services and HCA Subsidies. A contract with the Department of Commerce provides for Community Behavioral Health Rental Assistance.

These 3 components provide housing support services and subsidies to individuals who meet program criteria. The population served includes individuals with behavioral health needs, with priority given to individuals exiting treatment facilities. Subsidy funding is provided through Coordinated entry in all 3-counties. The HARPS service team only services Kitsap County.

Attached is the SBH-ASO Housing Program Flyer. Staff will speak in greater detail about 3 components of the SBH-ASO Housing Program and the program's successes and challenges.

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

**December 9, 2022  
9:00 a.m. - 11:00 a.m.  
Hybrid Meeting  
Port Blakely Conference Room  
Kitsap County Administration Building  
619 Division Ave, Port Orchard, WA 98366**

**CALL TO ORDER** – Commissioner Greg Brotherton, Chair, called the meeting to order at 9:01 a.m.

**INTRODUCTIONS** – Self introductions were conducted.

**ANNOUNCEMENTS** – None.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS** – None.

**APPROVAL of AGENDA** –

**MOTION:** Commissioner Ozias moved to approve the agenda as submitted. Commissioner Gelder seconded the motion. Motion carried unanimously.

**APPROVAL of MINUTES** –

**MOTION:** Tribal Representative Theresa Lehman moved to approve the meeting notes as submitted for the September 16, 2022 meeting. Commissioner Gelder seconded the motion. Motion carried unanimously.

**ACTION ITEMS**

➤ **APPROVAL OF AMENDED ADVISORY BOARD BY-LAWS**

Staff is seeking the Executive Board’s approval of the attached amended Advisory Board By-Laws. The Advisory Board reviewed the proposed revisions and recommended that the Executive Board approve the changes. The proposed changes can be found in the “Membership Appointment” section of the By-laws, bottom of page 1, Section 3.a.(2). With the Executive Board’s approval, the underlined sentence below would be added to the Advisory Board By-laws, effective immediately. To ensure continuity, the initial Advisory Board will be made up of six members appointed for one-year terms; three members will serve two-year terms and two members will serve three-year terms. Subsequent terms for reappointment shall be three-year terms. Individuals appointed to fill vacancies shall serve the remainder of the term.

*Discussion regarding benefit of continuity given the challenging and important work done by the Advisory Board. Discussed importance of providing opportunity for new applicants to apply for open seats. Staff noted that the three-year term would not assume automatic reappointment. Staff will facilitate open discussion with members prior to the end of their term about continuing to serve, as well as seek additional interest from the community.*

**MOTION:** Commissioner Ozias moved to approve the amended Advisory Board By-Laws as presented and discussed. Commissioner Gelder seconded the motion. Motion carried unanimously.

➤ **REAPPOINTMENT OF HELEN HAVENS TO ADVISORY BOARD**

Helen Havens' current term on the Salish BH-ASO Advisory Board expired November 30, 2022. She has expressed interest in continuing to serve and the Advisory Board unanimously recommended that the Executive Board re-appoint her to serve another term. Helen also currently serves on Kitsap County's "Mental Health, Chemical Dependency and therapeutic Court Community Advisory Board" as an SBH-ASO Representative. Staff requests that the Executive Board reappoint Helen Havens to the SBH-ASO Advisory Board. If the requested action related to amending the Advisory By-Laws is approved, then the term for Helen Havens' reappointment would be December 1, 2022 – November 30, 2025.

*Staff noted that Helen Haven's position was not advertised in advance of the expiration of her term.*

*The current Advisory Board Chair, Lois Hoell, will not be continuing to serve after her term expires in December. The newly opened seat will be advertised in early 2023. All future openings will also be advertised.*

*Discussion regarding Helen's involvement in the 1/10<sup>th</sup> of 1% committee, noting the benefit of having an Advisory Board member who serves on both. Helen has been very active in both roles.*

*Helen has served two one-year terms on the Advisory Board. She has decades of experience in mental health and substance use disorder treatment.*

**MOTION: Commissioner Gelder moved to approve the reappointment of Helen Havens to the Advisory Board from December 1, 2022 – November 30, 2025. Tribal Representative Theresa Lehmann seconded the motion. Motion carried unanimously.**

➤ **APPROVAL OF CALENDAR YEAR 2023 SBH-ASO BUDGET**

*Non-Medicaid Budget*

A summary of anticipated calendar year 2023 non-Medicaid revenue is attached for the Board's review. This includes estimated American Rescue Plan Act (ARPA) Block Grant Funds which HCA has communicated will be allocated to BH-ASOs in July 2023. Thirty percent of estimated ARPA Block Grant revenue has been included in the 2023 budget, with the remaining 70% for inclusion in the 2024 budget.

A summary of anticipated calendar year 2023 non-Medicaid expenditures is attached for the Board's review. Staff will review these documents in detail.

*Medicaid Budget*

A summary of anticipated calendar year 2023 Medicaid Revenue and Expenditures is attached for the Board's review. Staff will review this document in detail.

*Review and discussion of Non-Medicaid Revenue line items as listed in attachment 6.c.1. Revenue sources include state funds as well as provisos for specific programs.*

*Question regarding timing concerns related to arrival of new American Rescue Plan Act (ARPA) Block Grant funding. Last month HCA submitted a no-cost extension for COVID-19 enhanced block grant funds to be expended through June 2023, thus eliminating concern about a gap in funding between March 2023 and July 2023. Most agencies who were successful bidders are currently underspending. The no-cost extension will allow programs to sufficiently expend current funds.*

*Question regarding Behavioral Health enhancement funds. SBH-ASO subcontracts with regional community mental health agencies to fund employment enhancement, staff investment, and retention.*

*Inquiry regarding the Conditional Release / Least Restrictive Alternative (LRA) population served. Funding is for individuals on a civil commitment related to their behavioral health needs under the Involuntary Treatment Act, following their release from inpatient treatment.*

*Discussion about increasing complexity of funding each year, and whether it would be valuable to provide a funding map to demonstrate how the funding outlined translates to service provision. Staff responded that the internal budget is very comprehensive and provides detail about how block grants and provisos are braided together to fund services. SBH-ASO has robust internal processes for tracking timelines and identifying gaps. Staff also attend 1/10<sup>th</sup> of 1% meetings to share information when RFPs will be released. Staff have shared with legislators and the Health Care Authority the challenges of supporting a continuum of behavioral health care with so many provisos. Staff continue to advocate for greater flexibility of funding to suit the needs of the Salish region.*

*Review and discussion of Non-Medicaid Expenditure line items as listed in attachment 6.c.2.*

*Discussion regarding House Bill 1688. HB1688 requires commercial payors and Managed Care Organizations (MCOs) to ensure next day appointments are available for individuals with urgent behavioral health needs. HCA extended the same requirement to the SBH-ASO non-Medicaid contract. Staff have met with regional Behavioral Health Agencies to discuss how this requirement can be operationalized in 2023. HCA did not provide additional funding for this mandate. Services are currently being funded through COVID enhanced block grant and the State General Fund (GFS).*

*Question regarding how SBH-ASO will incorporate Opioid settlement funds in the budget. Decisions related to settlement funding distribution are in progress. Plan to discuss further in January, once more concrete information is available.*

*Review and discussion of Medicaid Revenue and Expenditure line items as listed in attachment 6.c.3.*

*Staff explained that the Medicaid revenue outlined is estimated, as SBH-ASO is paid on a per member, per month basis by each MCO. Revenue fluctuates in line with Medicaid enrollment.*

*Question regarding outside funding sources for the Salish Regional Crisis Line (SRCL). SRCL receives Medicaid and non-Medicaid funding from SBH-ASO. Funding is driven by monthly call volume. The funding estimate is increased by 7% for 2023.*

*Question regarding revenue fluctuation for Medicaid funds, and how this impacts administrative allocation and adjustments to service line items. There is some ability to anticipate fluctuation to Medicaid funds. SBH-ASO is notified by the Health Care Authority about changes to the eligible Medicaid population. SBH-ASO would have the option to take a smaller administrative cut or amend agency contracts to reduce compensation should Medicaid funding diminish. So far this has not occurred.*

*Comment regarding braiding of various funds and how programs are supported. Request for more in-depth information about how braiding of funds functions internally, how it connects to programming, and what potential gaps are created.*

*Staff will reach out to Executive Board members to provide more information about braiding of funds to identify what visual representation may be helpful in the future.*

**MOTION: Commissioner Ozias moved to approve calendar year 2023 SBH-ASO non-Medicaid and Medicaid budget as presented. Commissioner Gelder seconded the motion. Motion carried unanimously.**

➤ **APPROVAL OF INTERLOCAL AGREEMENT FOR OPIOID SETTLEMENT FUNDS**

The attached Interlocal Agreement has been signed by Clallam, Jefferson and Kitsap Counties. The last action required to fully execute the ILA is signature of the SBH-ASO Chair, on behalf of the organization. Staff will provide an update on the information available about the release of these settlement funds.

*Staff clarified that the Interlocal Agreement (ILA) does not specify what the relationship will be with the five cities that are party to the settlement.*

*The agreement appoints the SBH-ASO as the Opioid Abatement Council (OAC) for Clallam, Jefferson, and Kitsap Counties. Signing of the ILA is required before regional funding is released.*

*Staff has engaged with the five cities (four in Kitsap County, one in Clallam County) regarding their desire to either receive direct payments or pool with SBH-ASO OAC. It is unknown whether a city would have to form their own OAC before receiving a direct payment, or if they would report data metrics to Salish OAC to report to the State. Staff is seeking clarification.*

*Staff have raised the question of what the State is planning for their portion of settlement funds. 50% of settlement funds are going to local governments, and 50% will be set aside to be managed by Department of Health and HCA. Staff requested that HCA provide information about their internal process and plan for their portion of funds at their quarterly leadership meeting in early November. No information was provided at that time. At the November 16<sup>th</sup>, ACHS Behavioral Health Committee, a HCA staff member shared a robust document that was their recommendation to Governor's office for how to use settlement funds. Staff have been unable to acquire a copy of the document.*

*Discussion regarding next steps to obtain documents. Staff will forward HCA staff contact information to the Executive Board to assist with outreach.*

*Question regarding allocation of funds to the five cities involved in the settlement. Each of five cities and three counties all have a set amount of funds that are allocated to them per the formula in the settlement agreement. Direct payments requested by a city would not impact the county's allocation.*

*The Kitsap County civil prosecuting attorney is working with Jefferson and Clallam County attorneys regarding the settlement funds.*

**MOTION: Commissioner Gelder moved to approve to authorize Greg Brotherton as Chair of SBH-ASO to sign ILA on behalf of Salish BH-ASO. Commissioner Gelder seconded the motion. Motion carried unanimously.**

➤ **2023 SBH-ASO EXECUTIVE BOARD MEETING**

Staff is planning for 2023 Executive Board Meetings to be held in a hybrid format. Staff will provide an update on information gathered regarding options for physical meeting location.

SBH-ASO Executive Board Meetings in calendar year 2023 are tentatively planned



for the 3rd Friday of the month from 9am-11am in the months of January, March, May, July and September. The last meeting in 2023, will be scheduled on either December 8th or 15th, depending upon Board preference.

Once this plan is confirmed by the Board, staff will send out calendar invitations to secure the dates.

*All Executive Board meetings for 2023 will be hybrid. Research on available space included outreach to Theresa Lehmann about Jamestown Tribal Chambers, which is available for the March and July meetings. 7 Cedars Casino has a banquet room with sophisticated A/V capabilities available for all 2023 dates. Research was focused on Blyn as the most equitable location for all parties.*

*Executive Board members expressed preference for consistency. Theresa Lehmann will check availability of the Jamestown Tribal Chambers for the remaining 2023 dates.*

*Consensus for December meeting to be held on the 8<sup>th</sup>.*

### ➤ **SBH-ASO STAFFING UPDATE AND ORGANIZATIONAL CHART**

Since the September Executive Board Meeting, SBH-ASO has the following staffing and recruitment updates.

#### New Hire

- SBH-ASO successfully recruited a supervisor for the new Youth Behavioral Health Navigator Program. Bryan Gross started on November 21st.

#### Recruitment

- Care Manager/R.E.A.L. Program Supervisor has been in active recruitment since June 16th. Staff revisited minimum qualifications in October and removed the requirement for licensure.
- Two Youth Behavioral Health Navigator Program Coordinators began recruitment on November 18th. These are bachelors level positions that will report to our newly hired program supervisor.
- Crisis Programs Supervisor will begin recruitment in the first week of January. The Crisis Programs Supervisor will also manage the expansion of Assisted Outpatient Treatment, which was legislatively directed earlier this year.

An updated organizational chart has been included for the Board's reference.

*Review and discussion of SBH-ASO Organizational Chart. HCA requires demonstration of sufficient staffing for personnel to manage every core function of the contract. The organizational chart is reviewed annually.*

#### *Review of symbol key:*

- *Solid lines are direct supervisory relationships*
- *Dotted lines are open communication channels*

*Discussion of adjusting direct reports and reducing the number of programs that Jolene is directly administering to her supervisees.*

*Comment regarding the organizational chart’s clarity despite being complex, noting that the symbols attach meaning to identified roles. HCA has also complimented SBH-ASO on their chart.*

*Organizational chart will be amended to include the Olympic Community of Health seat on the SBH-ASO Executive Board.*

*Question regarding PREST. PREST is a subcontractor for utilization management and psychiatric medical consulting. They would act as a second party should there arise a scenario where Dr. Lippman initiated denial of a clinical service resulting in an appeal or similar action. Additionally, HCA requires that SBH-ASO have an addictionologist. As Dr. Lippman does not hold this credential, the contract with PREST satisfies this requirement.*

**PUBLIC COMMENT**

- None.

**GOOD OF THE ORDER**

- Request for SBH-ASO to send out calendar invitations as soon as possible.

**ADJOURNMENT** – Consensus for adjournment at 10:28 a.m.

**ATTENDANCE**

<b>BOARD MEMBERS</b>	<b>STAFF</b>	<b>GUESTS</b>
Commissioner Mark Ozias	Stephanie Lewis, SBH-ASO Administrator	Lori Fleming, Jefferson County
Commissioner Greg Brotherton	Jolene Kron, SBH-ASO Deputy Admin/Clinical Director	Jenny Oppelt, Deputy Director, Clallam County Health and Human Services
Commissioner Robert Gelder	Doug Washburn, Kitsap Human Services	
Theresa Lehman, Tribal Representative	Glenn Lippman, SBH-ASO Medical Director	
Celeste Schoenthaler, OCH Executive Director	Bryan Gross, SBH-ASO Youth Behavioral Health Navigator Program Supervisor	
<b>None Excused.</b>	Matt Carlin, SBH-ASO Fiscal Analyst	
	Nicole Oberg, SBH-ASO Program Specialist	

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



**Salish Behavioral Health  
Administrative Services Organization**

**2022**

# Community Needs Survey Results

Stephanie J. Lewis, LMFT, Administrator  
Survey Dates: May 25 – June 24, 2022  
12/27/2022

## Overview

The Salish Behavioral Health Administrative Services Organization (SBH-ASO) developed and distributed a community needs survey to solicit information from the communities served by the behavioral health system, including the identification of strengths, needs, and service gaps within the community.

The survey was released on May 25, 2022 and remained open to the community through June 24, 2022. A survey link was shared across SBH-ASO Boards (Advisory and Executive), treatment providers, community-based organizations, and community groups. Partners were encouraged to further post and share the survey link, and the survey link was posted on the SBH-ASO public website. The survey was made available in printable form, and SBH-ASO staff announced during Advisory Board and other public community meetings that SBH-ASO staff were available to assist with completion of the survey via the SBH-ASO Customer Service Line.

Respondents were informed that their responses were anonymous, and all questions provided a response option of “prefer not to answer”.

## Survey Respondents

A total of 144 survey responses were returned across the 3-county region (Clallam, Jefferson, and Kitsap County). The majority of survey responses (49.3%) were from respondents identifying as Clallam County residents. Specific county submissions are reflected below in Table 1.

County	Responses		Population
	<i>Number</i>	<i>% Of Total</i>	<i>Compared to % of Regional Population</i>
Clallam	70	49.3%	20.0%
Jefferson	10	7.0%	8.5%
Kitsap	62	43.7%	71.5%
Prefer not to Answer	2		

Table 1

## **Demographics**

Demographic information solicited from respondents included gender identification, age group, racial and/or ethnic group identification, highest level of education and family category/composition.

### *Gender*

The majority of survey respondents across all three counties, identified as female. Regional and specific county responses are reflected below in Table 2.

Gender	All	Clallam	Jefferson	Kitsap
Female	75.2%	81.2%	60%	70.5%
Male	22%	17.4%	40%	24.6%
Gender Variant/Nonconforming/Nonbinary	1.4%	0%	0%	3.3%
Transgender Female	0.7%	1.4%	0%	0%
Transgender Male	0.7%	0%	0%	1.6%

Table 2

### Age

Respondents were provided the option of eight age range categories. Two of those categories, “under 13” and “13-17” were not selected by any respondent. Regional and specific county submissions are reflected below in Table 3.

Age Group	All	Clallam	Jefferson	Kitsap
18-24 years	0.7%	0%	0%	1.6%
25-34 years	22.4%	12.9%	10%	33.9%
35-44 years	15.4%	11.4%	20%	19.4%
45-54 years	27.3%	25.7%	50%	25.8%
55-64 years	19.6%	22.9%	10%	17.7%
65 + years	14.7%	27.1%	10%	1.6%

Table 3

### Group Identification

Respondents were provided the following list of population groups and asked which group best described them (White, Asian, American Indian/Alaskan Native, Black, Native Hawai’ian/Pacific Islander, Other). The selection of “other” provided the respondent with a write-in option. Examples of write-in responses include: “Asian/White”, “White/Black” and “American Indian/Alaskan Native and White”. Regional and specific county submissions are reflected below in Table 4.

	All	Clallam	Jefferson	Kitsap
American Indian/Alaska Native	3.5%	5.7%	0%	1.6%
Asian	0.7%	1.4%	0%	0%
Black	2.8%	1.4%	0%	4.9%
Native Hawai'ian/Pacific Islander	0%	0%	0%	0%
White	86.5%	88.7%	100%	83.6%
Other	6.5%	2.8%	0%	9.9%

Table 4

### Education

Respondents' highest level of education was collected. Survey results indicate that the majority of respondents in each county have a bachelor's degree or higher, with Clallam County at 68.1%, Jefferson County at 80% and Kitsap County at 68.2%. Regional and specific county submissions are reflected below in Table 5.

Highest Level of Education	All	Clallam	Jefferson	Kitsap
Less than High School Completion	0.7%	0.0%	0.0%	1.6%
High School/GED/High School Completion	7.7%	7.2%	0.0%	9.7%
Some College	2.1%	2.9%	0.0%	1.6%
Associate Degree	18.3%	20.3%	20.0%	14.5%
Trade School	2.8%	1.4%	0.0%	4.8%
Bachelor's Degree	40.1%	36.2%	70.0%	40.3%
Master's Degree	23.9%	26.1%	10.0%	24.2%
Ph.D. or Other Advanced Degree	4.2%	5.8%	0.0%	3.2%

Table 5

### Family Category/Composition

Respondents were asked which family category/categories they identified with from the list provided. Responses to this survey question were used to identify a subset of survey responses and evaluate the needs of youth and families within the SBH-ASO Community. Regional and specific county responses are reflected below in Table 6.

	All	Clallam	Jefferson	Kitsap
Families of School Age Youth	24.6%	18.9%	42.9%	28.1%
Families of Children with Special Needs	7.5%	7.4%	14.3%	6.7%
Families of Individuals Accessing Behavioral Health Services	20.1%	22.1%	21.4%	18.0%
Pregnant and Parenting Women (PPW)	3.5%	4.2%	0.0%	3.4%
Single Parent Families	11.6%	8.4%	14.3%	14.6%
None of the Above	31.2%	37.9%	7.1%	27.0%
Other	1.5%	1.1%	0.0%	2.2%

Table 6

### **Information and Utilization**

In addition to demographic information, respondents were asked to identify where they have gained information about available behavioral health services in their community and if they have utilized or attempted to utilize behavioral health services in the past 3 years.

### **Information about Behavioral Health Services**

Respondents were asked where they obtain information about behavioral health services in their community. A list of 15 options were provided, in addition to a write-in box. Survey responses indicate that Clallam and Kitsap County respondents are accessing information about behavioral health services through similar means. Jefferson County respondents reported similar themes, however, the percentage of responses that indicated gaining information about behavioral health services through the "Recovery Community" was significantly higher than in both Clallam and Kitsap Counties. Additionally, Jefferson County respondents affirmed a much lower percentage of "The Internet" as the means of gaining this information. Regional and specific county responses are reflected below in Table 7.

Information about Behavioral Health Services	All	Clallam	Jefferson	Kitsap
The Internet	15.6%	17.3%	9.8%	14.9%
Family and Friends	13.6%	13.5%	11.8%	14%
Behavioral Health Provider	11.4%	11.3%	11.8%	11.5%
Social Media (Facebook/Instagram etc.)	9.6%	12%	5.9%	7.7%
Primary Care Provider	9.2%	10.2%	7.8%	8.5%
Community Outreach Providers	9.2%	8.3%	7.8%	10.6%
Recovery Community	7.4%	6%	15.7%	7.2%

Table 7

### **Services Utilized or Attempted by Respondents in Past 3 Years**

Respondents were asked what services, if any, they had utilized or attempted to utilize in the past 3 years. Survey results indicate that the majority of respondents have utilized or attempted to utilize behavioral health services in the past 3 years. Regional and specific county submissions are reflected below in Table 8.

Services Utilized in the Past 3 Years	All	Clallam	Jefferson	Kitsap
Mental Health Treatment Services	36.1%	39.8%	35.7%	32.5%
Substance Use Disorder Services	7.2%	6.0%	7.1%	8.4%
Crisis Line and/or Crisis Outreach Services	6.6%	4.8%	7.1%	8.4%
Opioid Use Disorder Treatment	3.3%	2.4%	7.1%	3.6%
Emergency Department for Behavioral Health Needs	2.7%	1.2%	7.1%	3.6%
School-based Behavioral Health Services	2.2%	2.4%	0%	2.4%
Family Youth System Partner Roundtable (FYSPRT)	1.6%	0%	0%	3.6%
Therapeutic Treatment Court Participation	2.2%	1.2%	0%	3.6%
Other	1.6%	1%	0%	2.4%
None	36.1%	41%	35.7%	31.3%

Table 8

### **Areas of Identified Unmet Behavioral Health Need**

Respondents were asked “How are Behavioral Health (mental health/substance use) treatment and recovery support needs being met in your community?” A list of 26 types of behavioral health treatment services and recovery support services were provided. Respondents were provided with a 5-point scale related to level of perceived unmet or met need: Need Unmet (1), Need Somewhat Unmet (2), Neutral/Unsure (3), Need Somewhat Met (4), Need Met (5).

When aggregating survey responses of “Need Unmet” and “Need Somewhat Unmet”, the top 5 areas of unmet behavioral health needs were identified as: withdrawal management, inpatient mental health treatment, childcare to support treatment, housing support services and residential substance use disorder treatment. Table 9 reflects the percent of responses of either Need Unmet or Need Somewhat Unmet.

<b>Top 5 Areas of Unmet Behavioral Health Needs Identified</b>	
Withdrawal Management	70.7%
Inpatient Mental Health Treatment	68.8%
Childcare to Support Treatment	65.5%
Housing Support Services (Rents and/or Deposits)	65.2%
Residential Substance Use Disorder Treatment	64.7%

Table 9



Respondents were asked to identify what role(s) they had related to the behavioral health system. Examples of answer options included: “an individual with past/current mental health needs”, “parent, family, significant other of someone with substance use needs”, “community member”, “social services provider”, and “behavioral health system administrator/provider”. Survey responses related to perceived community behavioral health needs were organized into two groups: 1) Community Members and Individuals/families with behavioral health needs and 2) Professionals (health care providers/EMS/Legal System). Survey results indicate both groups identified similar unmet needs, with only slight variability. Table 9.a reflects the Top 10 Unmet Needs identified by Individuals, Families and Community Members, while Table 9.b, reflects the Top 10 Unmet Needs identified by Professionals.

<b>Unmet Needs- Identified by Individuals, Families, Other Community Members</b>
Withdrawal Management (“detox”)
Inpatient Mental Health Treatment
Childcare to Support Treatment
Residential (Inpatient) Substance Use Disorder Treatment
Housing Support Services (Rent and/or Deposits)
Life Skills (Budgeting, Self-care, Housekeeping, etc.)
Crisis Stabilization
Youth Substance Use Disorder Services
Transportation
Case Management

Table 9.a

<b>Unmet Needs – Identified by Professionals/Legal</b>
Withdrawal Management (“detox”)
Childcare to Support Treatment
Inpatient Mental Health Treatment
Housing Support Services (Rent and/or Deposits)
Life Skills (Budgeting, Self-care, Housekeeping, etc.)
Transportation
Residential (Inpatient) Substance Use Disorder Treatment
Youth Substance Use Disorder Services
Crisis Stabilization
Relapse Prevention / Wellness

Table 9.b

When reviewing responses by county, there is slight variability in the ranking of unmet need. For example, as reflected in Table 10, Kitsap County respondents did not identify “Residential Substance Use Disorder Treatment” in the list of Top 5 Unmet Needs. Additionally, Kitsap County respondents identified “Life Skills” as a Top 5 Unmet Need, which is not identified as a Top 5 Unmet Need in either Clallam or Jefferson Counties.

<b>Top 5 Unmet Behavioral Health Needs by County</b>		
<b>Clallam</b>	<b>Jefferson</b>	<b>Kitsap</b>
Inpatient Mental Health Treatment	Withdrawal Management (“detox”)	Withdrawal Management (“detox”)
Residential (Inpatient) Substance Use Disorder Treatment	Inpatient Mental Health Treatment	Inpatient Mental Health Treatment
Housing Support Services (Rent and/or Deposits)	Childcare to Support Treatment	Housing Support Services (Rent and/or Deposits)
Withdrawal Management (“detox”)	Residential (Inpatient) Substance Use Disorder Treatment	Childcare to Support Treatment
Childcare to Support Treatment	Crisis Stabilization	Life Skills (Budgeting, Self-care, Housekeeping, etc.)

Table 10

#### *Unmet Needs Identified by Specialized Populations*

Twenty-six percent (26%) of respondents identified as being a member of a rural and/or frontier community. When reviewing survey responses completed by respondents who identified as being a member of a rural and/or frontier community, the identified top 5 unmet behavioral health needs are similar. Notable differences are the exclusion of Residential Substance Use Disorder Treatment, and the inclusion of both “Youth Substance Use Disorder Services” and “Outpatient Mental Health Treatment”, which tied for the fifth greatest unmet need. Table 11 below reflects the top 5 unmet behavioral health needs identified by rural/frontier community members.

<b>Rural and Frontier Community – Top 5 Unmet Behavioral Health Needs</b>
Inpatient Mental Health Treatment
Childcare to Support Treatment
Housing Support Services (Rent and/or Deposits)
Withdrawal Management (“detox”)
TIED: Youth Substance Use Disorder Services
TIED: Outpatient Mental Health Treatment

Table 11

When reviewing survey responses completed by respondents who identified as being part of a family category that included children, the Top 5 unmet behavioral health needs remain similar to top 5 Unmet Needs Identified in Table 9. The main difference noted is the inclusion of “Crisis Stabilization” services. Table 12 below reflects the Top 5 Unmet Behavioral Health Needs identified by families with children.

<b>Families with Children – Top 5 Unmet Behavioral Health Needs</b>
Withdrawal Management (“detox”)
Childcare to Support Treatment
Inpatient Mental Health Treatment
Crisis Stabilization
Residential (Inpatient) Substance Use Disorder Treatment

Table 12

### **Substances of Concern**

Respondents were asked “How concerned are you about the following substances in your community?” A list of 15 substances were provided. Respondents were provided with a 5-point scale related to level of concern: Not Concerned (1), Somewhat Concerned (2), Neutral/Unsure (3), Somewhat Concerned (4), Very Concerned (5). When reviewing responses of “very concerned”, both Opioids and Methamphetamine ranked either number one or number two for all three counties. Alcohol, benzodiazepines and vaping complete the list for the top 5 substances that respondents were “very concerned” about in their community. Regional and specific county submissions are reflected below in Table 13.

<b>Top 5 Substances: Very Concerned</b>				
	All	Clallam	Jefferson	Kitsap
Opioids (Heroin, Fentanyl, Prescription, etc.)	86.7%	88.2%	77.8%	87.5%
Methamphetamine	83.9%	84.3%	60.0%	88.5%
Alcohol	46.2%	45.7%	50.0%	45.9%
Benzodiazepines (i.e.: Valium, Xanax, Klonopin, Diazepam, Clonazepam, Halcion, Triazolam)	35.7%	32.9%	30.0%	41.0%
Vaping	35.0%	40.0%	30.0%	31.1%

Table 13

**Survey Summary and Observations**

- I. Observation: There is a disproportionate over-representation of survey responses from Clallam County, with a similar under-representation from Kitsap County (Table 1).

Follow-up: Discuss with Advisory Board and Provider system. Are these differences due to distribution or a need to seek additional forms of communication (such as community press, public service announcements, etc.)?

- II. Observation: There is an under-representation of Jefferson County respondents who identified themselves as being a Person of Color (Table 4). While the percentages are already low in this County, the absence of individuals self-identifying and other than Caucasian is notable.

Follow-up: Similar to Observation I, this finding should be discussed with the Advisory Board and Provider Network. Is there a gap in how Salish BH-ASO is communicating with People of Color? Is this a data gathering issue or reflective of a greater healthcare inequity? Solutions may be found by reaching out to organizations (such as Faith Communities or non-English speaking broadcasting stations) to assess the access to the behavioral health system for People of Color?

- III. Observation: Within Jefferson County, it is noted that in Table 7, a lower-than-average number of respondents indicated the use of the Internet as a way of obtaining information about Behavioral Health. Also, in Jefferson County more people obtained information about Behavioral Health from their "Recovery Community" than from any other sources.

Follow-up: As noted above this observation should be discussed with the Advisory Board and the Provider Network. When taken as a group, do Observation II and Observation III reflect a communication gap or inequity in Jefferson County? Given the impact of Social Determinants of Health, it is important to assure that members of the community are not being inadvertently marginalized.

Also, given the higher use of Recovery Communities to disseminate information in Jefferson County, there may be an opportunity to leverage this by targeting these groups as key partners in communicating issues of interest/concern around Behavioral health issues (especially if communicated in audience appropriate messaging). This also may be considered throughout the 3 Counties.

- IV. Observation: There was a relative consistency across regions, backgrounds (professionals versus community members) related to unmet needs. Withdrawal Management and Inpatient Mental Health Treatment were generally within the highest tier of identified needs. Within the cohort of Rural Respondents, Child Care Assistance and Housing Support Services rose slightly above Withdrawal management as a concern.

Follow-up: Given the relatively different prioritization within the Rural respondents, Salish BH-ASO should look to identify programming that might address the needs of more isolated areas. Additionally, SBH-ASO can ensure a robust housing programs informational campaign to ensure all communities are aware of the support services and behavioral health housing subsidies available.

- V. Observation: Opioids and methamphetamines received the highest number of “very concerned” responses in all 3-counties, rating as the top two (2) substances of concern. Table 13 did not break out Fentanyl as a discrete choice. Hence, Opiates as a group may not reflect the current concern about this high-risk agent.

Follow-up: Consider amending the table in 2023 to break out Fentanyl as a substance of concern.



## Salish BH-ASO Behavioral Health Housing Program

Salish Behavioral Health Administrative Services Organization, in partnership with local Coordinated Entry Sites, provides short- and long-term financial subsidies for individuals with behavioral health disorders (mental health disorder, substance use disorder, or both) who are homeless or at risk of becoming homeless. Priority is given to individuals exiting inpatient mental health or substance use treatment settings.

*All eligibility criteria will be verified by the Coordinated Entry provider in your area and based on funds available.*

### Housing and Recovery through Peer Services (HARPS)

The HARPS program provides short-term financial subsidies and housing support services.

HARPS subsidies **MAY** provide **short-term** financial assistance with:

- Rental assistance, up to three months
- Rent and utilities in arrears
- Rental application fees, background checks, security deposits, and utility deposits
- Related costs, i.e., lot rent for RVs, parking spaces when connected to a unit, storage, rental trucks, or movers
- Pay up to 60 days rent when temporarily out of home (incarcerated or in inpatient treatment)

### **HARPS Support Services**

The HARPS team works to support individuals in recovery to access and maintain housing. This is accomplished through peer support wraparound services available only at Kitsap Mental Health Services in Kitsap County.

To find out if you are eligible for HARPS services contact **Kitsap Mental Health Services, HARPS Peer Service Team, (360) 373-5031 ext. 5811**

### Community Behavioral Health Rental Assistance (CBRA)

The CBRA program provides long-term rental subsidies intended for high-risk individuals with behavioral health conditions and their households.

Eligibility is limited to adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from an approved long-term support program and demonstrate a need for long-term subsidy (for example, Foundational Community Supports).

**Contact any Coordinated Entry Site for more information about HARPS and CBRA**

## Coordinated Entry Sites - Housing Resource Centers Attachment 7.c

### Clallam County

#### Serenity House of Clallam County

2203 West 18<sup>th</sup> St, Port Angeles  
(360) 452-7224 ext. 1

583 W Washington St, Sequim  
(360) 682-9442

255 Founders Way, Forks  
(360) 670-4934

### Jefferson County

#### Olympic Community Action Program (OlyCAP)

2120 West Sims Wy, Port Townsend  
360-385-2571

<http://www.olycap.org>

### Kitsap County

#### Kitsap Community Resources

Housing Solutions Center  
1201 Park Ave, Bremerton  
(360) 473-2035  
hsc@kcr.org

3200 SE Rainshadow Ct, Port Orchard  
(360) 473-2146

#### North Kitsap Fishline

787 Liberty Ln NW, Poulsbo  
(360) 801-2564

#### Helpline House

Bainbridge Island  
(360) 801-2564

*In partnership with:*

**Coffee Oasis** (serving ages 13-25)  
837 4<sup>th</sup> Street, Bremerton  
(360) 377-5560





**SALISH BEHAVIORAL HEALTH**  
**ADMINISTRATIVE SERVICES ORGANIZATION**  
**EXECUTIVE BOARD**  
**MEETING**

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**DATE:** Friday, March 17, 2023  
**TIME:** 9:00 AM – 11:00 AM  
**LOCATION:** Jamestown S’Klallam Red Cedar Hall Alderwood Room  
1033 Old Blynn Hwy, Sequim, WA 98382

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

***\*\*Please use this link to download ZOOM to your computer or phone:  
<https://zoom.us/support/download>.\*\****

Join Zoom Meeting:

<https://us06web.zoom.us/j/89283185750?pwd=aTFMYVpCZjB1WWU0dFhRcCtZSW8zZz09>

Meeting ID: 892 8318 5750

Passcode: 111957

**USE PHONE NUMBER and MEETING ID TO JOIN BY PHONE:**

Dial by your location: 1-253-215-8782

Meeting ID: 892 8318 5750

Passcode: 111957

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**A G E N D A**

[Salish Behavioral Health Administrative Services Organization – Executive Board](#)

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Minutes for January 20, 2023. (Attachment 5)
6. Action Items
  - a. Advisory Board Appointments
  - b. Review and Approval of 2022/2023 SBH-ASO Risk Assessment (Attachment 6.b)
7. Informational Items
  - a. Update on HB 1515
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

## ACRONYMS

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

[Full listing of definitions and acronyms](#)





## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

### EXECUTIVE BOARD MEETING

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**Friday, March 17, 2023**

#### **Action Items**

##### **A. ADVISORY BOARD MEMBER APPOINTMENTS**

The SBH-ASO Advisory Board Membership includes 3 representatives from each county and 2 Tribal Representatives. The terms for Jon Stroup (Kitsap), Lois Hoell (Kitsap), and Janet Nicklaus (Clallam) expired on December 31, 2022. Lois Hoell and Janet Nicklaus opted not to volunteer for another term. Additionally, Anne Dean (Jefferson) resigned from her position on the Advisory Board as she accepted employment with an SBH-ASO Subcontractor.

In Fall 2022, SBH-ASO advertised Advisory Board vacancies in Clallam and Jefferson County media. In January 2023, SBH-ASO advertised Advisory Board vacancies in Kitsap County media.

Current Advisory Board Membership includes:

- Clallam County: Sandy Goodwick and 2 Vacancies
- Jefferson County: 3 Vacancies
- Kitsap County: Helen Havens, Jon Stroup (pending reappointment), and 1 Vacancy.
- Tribal Representative: Stormy Howell and 1 Vacancy

#### *Reappointment of Jon Stroup*

Jon Stroup expressed interest in continuing to serve on the Advisory Board representing Kitsap County. Over the past few years, Jon has been a very active board member, bringing valuable professional and personal experience forth. The Advisory Board unanimously recommended that the Executive Board reappoint Jon Stroup.

- Request that the Board Reappointment Jon Stroup for a new term of January 1, 2023 – December 31, 2025.

#### *Appointment of Mary Beth Lagenaur*

SBH-ASO received an Advisory Board Application from Clallam County resident, Mary Beth Lagenaur. Ms. Lagenaur worked for many years in the field of Substance Abuse Prevention, Education and Treatment. She previously worked for a non-profit that provided drug and alcohol treatment and education for the State of Arkansas. She now teaches swimming lessons at the YMCA and volunteers at a local animal shelter. The Advisory Board unanimously recommended that the Executive Board

appoint Mary Beth Lagenaur to the Advisory Board to represent Clallam County.

- Request that the Board appoint Mary Beth Lagenaur for a term of April 1, 2023 – March 31, 2026.

#### *Appointment of Diane Pfeifle*

SBH-ASO received an Advisory Board Application from West Jefferson County resident Diane Pfeifle. Ms. Pfeifle has experience with committee participation and behavioral health advocacy. She previously volunteered with the National Alliance of Mental Illness (NAMI). She is a family member of an individual with mental health challenges who is stable and would like to see others achieve the same. She also participated in the Ballard Ecumenical Homeless Ministry serving houseless individuals with mental health challenges in Seattle for 15 years. The Advisory Board unanimously recommended that the Executive Board appoint Diane Pfeifle to the Advisory Board to represent Jefferson County.

- Request that the Board appoint Diane Pfeifle for a term of April 1, 2023 – March 31, 2026.

### **B. REVIEW AND APPROVAL OF 2022/2023 SBH-ASO RISK ASSESSMENT**

In accordance with 45 CFR §164.308 the SBH-ASO is required to maintain, review, and update a Risk Assessment. This document provides a process by which the SBH-ASO continually monitors its operations to identify areas of potential risk and opportunities for mitigation. In order to ensure this document is comprehensive, SBH-ASO Staff worked collaboratively to identify areas of risk in all avenues of its business operations.

For the 2022/2023 Risk Assessment, the top 3 identified risks include:

- Process for procurement and/or administration of new program development while managing staff bandwidth, agency bandwidth, and challenges with information flow.
- Frequency of change to HCA Behavioral Health Supplemental Data Guide (BHDG) creates risk of incorrect and untimely data submissions. Challenges in programmatic changes occurring prior to adequate stakeholder involvement.
- SBH-ASO administers the R.E.A.L program in the Salish RSA serving an at-risk population with significant unmet needs.

This document is attached for review, comment, and approval by the Executive Board.

### **Informational Items**

#### **A. UPDATE ON HB 1515**

HB 1515 which is sponsored by Representative Macri, was developed to address growing concerns regarding network adequacy and timely access to behavioral health services. Brad Banks will provide an update on the status of HB 1515.

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

**January 20, 2023  
9:00 a.m. - 11:00 a.m.  
Hybrid Meeting  
Jamestown S’Klallam Red Cedar Hall, Alderwood Room  
1033 Old Blyn Hwy, Sequim, WA 98382**

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

**INTRODUCTIONS** – Self introductions were conducted.

**ANNOUNCEMENTS** – None.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS** – None.

**APPROVAL of AGENDA** –

*Request to add Legislative Update as item 7.b to the agenda.*

**MOTION: Commissioner Ozias moved to approve the agenda as amended. Commissioner Gelder seconded the motion. Motion carried unanimously.**

**APPROVAL of MINUTES** –

**MOTION: Commissioner Ozias moved to approve the meeting notes as submitted for the December 9, 2022, meeting. Theresa Lehman seconded the motion. Motion carried unanimously.**

**ACTION ITEMS**

➤ **ELECTION OF SBH-ASO EXECUTIVE BOARD CHAIR AND VICE-CHAIR**

The SBH-ASO Interlocal Agreement dictates that, annually, the Board shall elect a Chair and Vice-Chair by majority vote. For the past two years, Commissioner Brotherton served as Chair. In 2022, Commissioner Gelder served as Vice-Chair.

Staff respectfully requests that the Executive Board Elect a Chair and Vice-Chair for 2023.

*Commissioner Ozias volunteered to serve as the Executive Board Chair for 2023.*

*Commissioner Gelder volunteered to continue serving as the Vice-Chair for 2023.*

**MOTION: Commissioner Brotherton moved to nominate Commissioner Mark Ozias as Chair of the SBH-ASO Executive Board for 2023. Tribal Representative Theresa Lehman seconded the motion. Motion carried unanimously.**

**MOTION: Commissioner Brotherton moved to nominate Commissioner Rob Gelder as Vice-Chair of the SBH-ASO Executive Board for 2023. Tribal Representative Theresa Lehman seconded the motion. Motion carried unanimously.**

*Following appointment as the 2023 Chair, Commissioner Ozias proceeded to lead the meeting.*

## INFORMATIONAL ITEMS

### ➤ **SBH-ASO ADMINISTRATION OF OPIOID SETTLEMENT FUNDS**

In accordance with One Washington MOU, a Regional Opioid Abatement Council (OAC) was formed in order for local governments within the Salish Region to receive their funds. Each county within the Salish Region has a distinct annual funding allocation.

While information on data collection and reporting requirements has not yet been provided, the first payments (Year 1 and 2) have been received. Staff would like to discuss the process for releasing these funds to each county.

*Salish Staff provided an overview of the funding allocation for each county, noting that allocations were smaller than anticipated by about 20-25%. Amounts provided include ASO administrative costs. 15% of the total settlement was set aside for legal fees.*

*Comment from the board noting that the amount of funding for Jefferson County is 30% lower than anticipated.*

*Settlement agreement language stipulates certain criteria to be met in order to receive maximum funding. Salish Staff will continue to seek clarification about why the final funding allocation is less than originally proposed.*

*Discussion surrounding the deadline of June 30<sup>th</sup>, 2023 for establishing the Opioid Abatement Council (OAC). This contradicts language in the MOU which indicated that an OAC be formed before local governments would receive funding. The Salish region is the only region within the state to have already created their OAC.*

*A second wave of settlements are currently being negotiated. Five companies are involved in the current negotiation, all of which will pay different amounts across different periods of time. Based on the total amount being negotiated, the second wave of settlement funding may be less robust. More information should be provided in March or April of this year.*

*Discussion surrounding process for releasing funds. Staff are requesting input on how each County would like Staff to interact with their respective Board of Commissioners and how involved Salish should be with the administration of funds. Staff will plan to consult with Jenny Oppelt regarding Clallam County's allocations and develop preliminary recommendations for further discussion. Staff will consult both internally and with community partners to develop and present recommendations to Kitsap County Board of Commissioners. Staff will plan to meet and discuss settlement funds with Jefferson County's Board of Commissioners.*

*Discussion regarding strategic coordination with tribal governments. Plan for future discussion on how the various tribal governments in the region are planning to utilize their opioid settlement dollars and opportunities for coordination.*

*Inquiry regarding the role HCA has in the distribution of settlement dollars. Staff responded that HCA does not have direct influence over the distribution of funds for counties and cities. The state's portion of the settlement is divided between the DOH and HCA. It is unclear what role the HCA will play in the management of state funds.*

➤ **SBH-ASO 2022 COMMUNITY NEEDS SURVEY**

SBH-ASO developed and distributed a community needs survey to solicit information from the communities served by the behavioral health system, including the identification of strengths, needs, and service gaps within the community.

The survey was released on May 25, 2022 and remained open to the community through June 24, 2022. A survey link was shared across SBH-ASO Boards (Advisory and Executive), treatment providers, community-based organizations, and community groups. Partners were encouraged to further post and share the survey link, and the survey link was posted on the SBH-ASO public website. The survey was made available in printable form, and SBH-ASO staff announced during Advisory Board and other public community meetings that SBH-ASO staff were available to assist with completion of the survey via the SBH-ASO Customer Service Line.

The Community Needs Survey Report is attached. Staff will present a summary of the survey results.

*The survey will assist the SBH-ASO Advisory Board in setting priorities, assist CJTA Committees in decision making on funding, and assist SBH-ASO Staff with community education and outreach efforts.*

*Review and discussion of Community Needs Survey results.*

*Question regarding whether this survey was mandated or created to outreach and seek information from the community. The SBH-ASO contract with HCA requires a community survey for CJTA, FYSPRT, and the Advisory Board. Staff were also interested to learn how communities are learning about behavioral health and how to access services.*

*Discussion about the low number of respondents in Jefferson County. Comment regarding the number of health assessments initiated by different agencies and what impact this might have on quantity of responses. Staff noted that the 2022 Community Needs Survey consolidated several program-specific surveys including FYSPRT, CJTA, and Advisory Board to reduce the amount of survey burden on the public.*

*Discussion of observations by Staff following evaluation of survey responses. Staff noted the overrepresentation of responses by Clallam County. Staff will meet with community partners and contracted agencies to discuss barriers and strategize how to boost the number of survey respondents in underrepresented areas. Survey responses closely align with what has been reported to Staff by partner agencies as being challenges and barriers in the community. Information provided by the survey helps formulate budget recommendations proposed to the Board and guides conversations with the Advisory Board about priorities when creating RFPs. Increasing community engagement through outreach and education is a primary goal for 2023.*

*Celeste Schoenthaler provided a link to action plans recently approved by the OCH board that will guide their work moving forward, noting alignment with the SBH-ASO Community Needs Survey.*  
[https://ea40b83f-bff5-4a61-aa55-a97621e13e64.usrfiles.com/ugd/ea40b8\\_55ba734a18a74ba18b18165b2051ccb5.pdf](https://ea40b83f-bff5-4a61-aa55-a97621e13e64.usrfiles.com/ugd/ea40b8_55ba734a18a74ba18b18165b2051ccb5.pdf)

➤ **SBH-ASO HOUSING PROGRAM PRESENTATION**

The Salish BH-ASO Housing Program consists of 3 components. These three components are HARPs (Housing and Recovery through Peer Supports) services, HCA Subsidies and Community Behavioral Health Rental Assistance. A Health Care Authority contract provides for HARPS Services and HCA Subsidies. A contract with the Department of Commerce provides for Community Behavioral Health Rental Assistance.

These 3 components provide housing support services and subsidies to individuals who meet program criteria. The population served includes individuals with behavioral health needs, with priority given to individuals exiting treatment facilities. Subsidy funding is provided through Coordinated entry in all 3-counties. The HARPS service team only services Kitsap County.

Attached is the SBH-ASO Housing Program Flyer. Staff will speak in greater detail about 3 components of the SBH-ASO Housing Program and the program's successes and challenges.

*Question regarding what portion of funding is provided by the Healthcare Authority. HARPS and Governor's Funding comes through HCA, and Community Behavioral Health Rental Assistance (CBRA) is funded by the Department of Commerce. CBRA funding was formerly administered by HCA. The Department of Commerce now contracts directly with the SBH-ASO for this long-term subsidy program, leading to a significant increase in funding to the region.*

*Review and discussion of regional subsidy funding for HARPS, SUD HARPS, CBRA, and Governor's Funding, as well as funding specific to the HARPS Service Team, CBRA Operations funding, and HARPS Recovery Supports.*

*Staff provided an overview of individuals served, noting the priority population of individuals exiting inpatient mental health or substance use treatment settings. Staff also reviewed funding parameters, including eligible expenses. Staff noted that subsidy funding is specific to rentals and cannot be utilized for mortgages or associated living expenses for individuals who own their home.*

*Question about whether there is a part of the funding process that takes into consideration/coordinates with available outside resources to cover specific costs such as utility arrears. Housing Program subcontractors are asked to verify in the client file that they have reviewed available outside resources to satisfy individual's needs prior to issuing funds. This is reviewed as part of the SBH-ASO annual monitoring process.*

*Review of current contractors in Clallam, Jefferson, and Kitsap Counties. Discussion surrounding strategic partnership with Coordinated Entry agencies in the Salish region to maximize utilization of funds. Use of Coordinated Entry is unique to the Salish region. SBH-ASO has been very successful by utilizing this approach.*

*Brief discussion of upcoming housing projects in the Salish region, including capital projects focused on increasing volume of low-income housing.*

*Clallam County has formed a Housing Solutions Committee to make recommendations for how to appropriately braid together multiple funding streams for housing. Kitsap County has recently hired a Program Coordinator for the 1/10<sup>th</sup> of 1% for affordable housing.*

## ➤ **LEGISLATIVE UPDATE**

*Staff provided updates on HB 1134 (9-8-8 Bill) outlining expanding the role of "Designated 988 Crisis Contact Center Hubs" including dispatching of newly designated "mobile rapid response teams". The rules and standards are required to be adopted by the Department of Health by January 1, 2025. The Department of Health will also be required to establish standards for the issuance of endorsements of these teams by April 1, 2024.*

*Existing Behavioral Health Agencies already have a certification process in place. This bill would require endorsement in addition to the current certification. Additionally, the bill establishes response times for "mobile rapid response teams" that are significantly shorter than current HCA requirements for mobile crisis response.*

*Discussion surrounding the geography of the Salish region and associated challenges with meeting the newly proposed timelines for response.*

*Question regarding who will be responsible for the management of the new teams. The bill identifies 9-8-8 Crisis Contact Center hubs overseen by Department of Health as being potentially responsible for dispatch of these teams. There is compelled coordination between the DOH and HCA to further define requirements and associated procedures.*

*HB 1134 also sets aside 10% of telecom tax to create grants and help teams seeking to get the rapid response endorsement. Only agencies who receive endorsement under HB 1134 would be eligible for access to the funds.*

*Question about whether there is shared concern among ASO administrators across the state about HB 1134. There is consensus of concern statewide about the shortened response times as well as the requirement of a two-person response for each crisis outreach. These changes would lead to a significant increase in the cost of the current crisis system, as agencies would need to establish additional teams in order to be capable of fulfilling these requirements. There are also concerns about sufficient Medicaid funding to cover the increased cost, as in most counties 50% of individuals utilizing the crisis system are Medicaid eligible.*

*Request by the Board for continued updates on the concerns shared by ASO Administrators related to this legislation.*

*SB 5120 would create 23-hour Crisis Relief Centers. This would be a new facility type of 23-hour outpatient crisis center. These facilities could serve more than sixteen people, as they would not have beds. SB 5120 requires the Department of Health to create rules for licensing of these facilities. The Bill would also require acceptance of all walk-ins and police/EMS drop-offs regardless of behavioral health acuity or medical clearance, and a “no-refusal” policy for persons dropped off by first responders and persons referred through the 9-8-8 system.*

*Discussion of concern by existing agencies and ASOs about providing acceptance without medical clearance as well as the no-refusal policy. There are also concerns about staffing and the significant expense required to establish these new facilities.*

*Question regarding who the legislation tasks with the responsibility of implementation. The Department of Health would develop licensing standards. As the entity responsible for the crisis system, it is assumed that ASO’s would be significantly involved with development of these new facility types.*

*Brief discussion of upcoming legislation proposed by the Governor’s Office related to competency restoration and True Blood. Plan to share more information at future Executive Board meetings as to what impact this legislation may have on counties with the Salish Region as well as the ASO.*

## **PUBLIC COMMENT**

- Lori Fleming with the Jefferson County Behavioral Health Consortium asked about the percentage of opioid settlement funds allocated to the State and the potential use of these funds. Lori plans to follow-up with Commissioner Brotherton for additional insight. Commissioner Ozias responded that the State and local split of funding is 50/50, and it is not yet clear how the State intends to utilize and partner their percentage of funds. Lori also offered the support of the Consortium with distribution and communication of future surveys to the community. Lori also commented about the complexity of conversations around detox centers, noting that it is weighed heavily at many tables in which Lori is involved, and weighs heavily on the hearts of those who are leading communities.

- Jenny Oppelt with Clallam County Health and Human Services expressed gratitude to Salish Staff for the Community Needs Survey and Housing Program presentations. They will be a valuable resource for collecting available data throughout the region, state, and county to inform decision making around dollars specific to 1/10<sup>th</sup> of 1% for Behavioral Health.

**GOOD OF THE ORDER**

- Commissioner Gelder provided an update that the Kitsap County Board of Health has successfully reorganized per HB 1152, and now includes a balance of elected and non-elected members on their 10-person board. Two seats are designated for tribal representation and have been filled by members of the Suquamish and S’Klallam tribes. The Board of Health will soon put forth a community health assessment to identify community needs and gaps. Commissioner Gelder will also be hosting a stakeholder meeting to discuss how public hospital districts may be a tool to bridge gaps in Kitsap County.
- Gratitude to the Theresa Lehman and the Jamestown S’Klallam tribe for providing space for today’s meeting.

**ADJOURNMENT** – Consensus for adjournment at 11:04 a.m.

**ATTENDANCE**

<b>BOARD MEMBERS</b>	<b>STAFF</b>	<b>GUESTS</b>
Commissioner Mark Ozias	Stephanie Lewis, SBH-ASO Administrator	Jenny Oppelt, Deputy Director, Clallam County Health and Human Services
Commissioner Greg Brotherton	Jolene Kron, SBH-ASO Deputy Admin/Clinical Director	Lori Fleming, Jefferson County Behavioral Health Consortium
Commissioner Robert Gelder	Doug Washburn, Kitsap Human Services	Kate Jasonowicz, Community Health Plan of Washington
Theresa Lehman, Tribal Representative	Nicole Oberg, SBH-ASO Program Specialist	
Celeste Schoenthaler, OCH Executive Director	Matt Carlin, SBH-ASO Fiscal Analyst	
<b><i>None Excused.</i></b>		

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



**SBH-ASO Risk Assessment**

**2022-2023**

Definitions of Level of Risk (Low to High)

Low Risk	Medium Risk	High Risk
<p>Managing effectively and no current risk or issues in this area. Potential and probability for problems to occur at this level are considered rare or unlikely. Awareness is important, and if changes occur in relationship to the item/issue, then it should be reviewed and discussed for changes in risk level. Insignificant to marginal consequences. Less than 10% chance of occurring.</p>	<p>Managing sufficiently and no current risk or issues in this area. Potential for problems to occur in a variety of ways: occasional, interval, infrequent, consistent and/or seldom. Such risks are moderate and may not require extensive changes and/or resources. Marginal to moderate consequences. Less than 50% chance of occurring.</p>	<p>Concerns for potential item/issue to result in a problem and/or issue; may require immediate action, procedural modifications, access to extensive resources, or changes to policies and procedures with timelines and/or deliberations. Moderate to critical consequences. High likelihood for occurring and/or between 60-90% chance of occurring.</p>

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
<b>COVID-19 Pandemic</b>				
<p>Continuation of Teleworking, initially in response to COVID-19 safety guidance, as there are increased risks related to privacy and security.</p>	<p>Medium</p>	<p>All staff were provided guidance information on working from home. This includes completing a Kitsap County employee VPN access request form and Telecommuting Agreement.</p> <p>Staff obtained secure VPN access to remote into secure network.</p> <p>Maintained regular meetings via online platform to assist in regular check-ins and to ensure collaborative work continues.</p> <p>Staff education about which online platform to utilize based upon type of information shared.</p> <p>Development of written protocol for management of PHI while working remotely.</p>		
<b>Integrated Healthcare</b>				

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
<p>Frequency of change to HCA Behavioral Health Supplemental Data Guide (BHDG) creates risk of incorrect and untimely data submissions.</p> <p>Challenges in programmatic changes occurring prior to adequate stakeholder involvement</p>	High	<p>Consistently communicate concerns with existing process to HCA.</p> <p>Ensure consistent and timely communication with subcontractors regarding continuous state change to the BHDG.</p> <p>Communication to occur at the bi-monthly SBH-ASO Integrated Providers Meeting and via monthly data updates summary email issued by SBH-ASO IS Manager which is distributed network wide.</p>	<b>#2 RISK</b>	
<p>HCA document submission to Managed Program mailboxes receipt isn't consistent causing delays in HCA retrieval of contract deliverables</p>	Low	<p>SBH-ASO Staff can Cc HCA subject matter expert on emails when deliverables are being submitted</p> <p>SBH-ASO Staff can send email with read receipt function</p> <p>Include as a standing agenda item during the HCA/ASO quarterly check-in meeting with examples if available</p>		
<b>Preventing Fraud, Waste, and Abuse (FWA)</b>				
<p>Maintaining up-to-date understanding of the importance of preventing fraud, waste, and abuse.</p>	Medium	<p>Trainings to be provided: Prior-to or within 90 days of contractor or SBH-ASO hires, and at least annually thereafter.</p> <p>Ensure contractor's staff clearly understand to report suspected fraud/abuse to the SBH-ASO and State, per policy</p> <p>SBH-ASO annual Monitoring Reviews, which include Fiscal, Clinical, and Program Integrity components</p>		<p>All contractors have designated Compliance Officers</p>

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
		<p>Quarterly SBH-ASO Quality and Compliance Committee (QACC) to share new information, problem solve, and discuss HHS/OIG news posted.</p> <p>SBH-ASO provides technical assistance and FWA trainings to subcontractors.</p>		
Incomplete or inaccurate credentialing of a Provider	Medium	SBH-ASO Credentialing Committee meetings utilize a hands-on approach to ensuring that information is provided, collected, and processed correctly; and that sensitive data (such as SSN) are redacted.		
<b>Business Practices</b>				
Subcontractors and out-of-network providers not utilizing SBH-ASO authorization processes or verifying eligibility correctly.	Low	<p>All authorizations are completed by the SBH-ASO. With the exception of ITA services, if authorization cannot be verified the SBH-ASO will not pay.</p> <p>Redundant systems in place to verify eligibility at authorization, re-authorization, and billing stages.</p>		<p>Ranking/identification of payor of a service is the responsibility of each BHA</p> <p>BHAs have multiple payors</p>
Policy and Procedure accuracy – the pace of change, frequent contract changes, and programmatic additions have resulted in a challenge to timely updates of SBH-ASO policies and procedures.	Medium	The policies and procedures are reviewed and updated biannually.		
Delays in timely issuance of revenue contracts or amendments creating cascading delays in amending subcontracts to include updated terms and issuing payment	High	SBH-ASO proactively communicates anticipated contract changes to its network via bi-monthly Integrated Providers Meeting.		

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
		SBH-ASO initiates contract amendments, as soon as sufficient revenue contract details are available, to reduce likelihood of disruption in subcontracts.		
Changes to Regional Crisis System as a result of State level (i.e., judicial, legislative, regulatory) changes could inhibit community response to behavioral health crises	High	<p>SBH-ASO proactively outreaches community partners and stakeholders and facilitates coordinated response efforts</p> <p>SBH-ASO proactively outreaches State Agencies soliciting informational updates and clarifications</p> <p>Ongoing participation in state and federal information sessions and program planning work sessions</p>		
Process for procurement and/or administration of new program development while managing staff bandwidth, agency bandwidth, and challenges with information flow	High	<p>SBH-ASO Leadership Team routinely evaluates work priorities and adjusts staff work assignments accordingly.</p> <p>SBH-ASO Leadership Team evaluates projects that may need to be declined due to limited organizational bandwidth.</p> <p>SBH-ASO Leadership engages employees during routine supervision, and interactions to monitor for and respond to staff burnout.</p> <p>SBH-ASO develops routine tracking and monitoring into program development processes to ensure subcontractor understanding of new program requirements.</p>	<b>#1 RISK</b>	

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
<p>Statewide, local, and ASO workforce challenges:</p> <p>Shortage of administrative, entry-level clinical, and advanced professionals is a barrier to providing behavioral health services and program administration</p>	High	<p>SBH-ASO sponsored trainings to support new workforce training and development</p> <p>Participation in State level workforce development activities</p> <p>SBH-ASO Leadership has developed and maintains a highly collaborative relationship with Human Resources which assists with recruitment efforts</p>		
<p><del>Transition of SBH-ASO database support from vendor contract to internal Kitsap County IS Department</del></p>	Medium	<p><del>SBH-ASO proactively working on transition plan from contracted vendor to Kitsap IS.</del></p> <p><del>Transition planning to ensure there is shared understanding (SBH-ASO and Kitsap IS) of prioritization of database change requests to mitigate delays in updates</del></p>		<p>Removed - transition to Kitsap IT did not occur and remains with NSBHASO</p>
<p>Kitsap County infrastructure changes that impact SBH-ASO operations (i.e., implementation of new financial system software, County staffing shortages, upgrades/patches to financial system software)</p>	Low	<p>SBH-ASO proactively works with other Kitsap County departments to ensure timely communication, trainings, and coverage needs are met during infrastructure changes.</p>		
<p>Implementation of new programs and subcontractors increases risk of potential for fraud, waste, abuse and privacy violations</p>	Medium	<p>Each SBH-ASO subcontract includes terms for subcontractors and staff to adhere to FWA and privacy regulations, including training staff within 90 days of hire and annually thereafter.</p> <p>SBH-ASO monitors random sample of personnel files of subcontractors during annual monitoring to ensure staff of SBH-ASO funded programs receive appropriate training.</p> <p>SBH-ASO Compliance Officer is available to subcontractors for Technical Assistance.</p>		

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
SBH-ASO administers the R.E.A.L program in the Salish RSA serving an at-risk population with significant unmet needs	High	<p>SBH-ASO staff provide significant onboarding and ongoing training to these teams, including continued support through the Regional and by County R.E.A.L Program Meetings.</p> <p>SBH-ASO provides ongoing and real time technical assistance to program staff.</p> <p>Statewide coordination efforts with the HCA and other Recovery Navigator Program teams.</p> <p>SBH-ASO coordinates access to Naloxone for these programs to help address the risk of overdose risk of individuals being served</p> <p>Continued engagement with community leadership through the Policy Coordinating Group (PCG)</p>	#3 RISK	
<b>Detecting Fraud, Waste, and Abuse (FWA)</b>				
Detecting Fraud, Waste, and Abuse in the provision of services and business practices	Medium	<p>SBH-ASO annual Monitoring Reviews, which include Fiscal, Clinical, and Program Integrity components</p> <p>SBH-ASO Grievance Monitoring</p> <p>Ensure methods for reporting suspected fraud, waste, and abuse are readily available to the public, clients, and subcontractors</p> <p>Routine SBH-ASO Integrated Providers Meetings and Quality Assurance and Compliance Committee Meetings</p>		
<b>Protected Health Information (PHI) &amp; Information Technology (IT) Security Breaches:</b>				

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
Workspace security and privacy	Medium	<p>Staff are instructed to ensure auditory privacy during phone conversations that contain PHI</p> <p>Policy requires keeping PHI locked in workspaces, unless in active use by an SBH-ASO staff</p> <p>Staff are instructed to take steps to reduce computer visibility by non SBH-ASO staff</p>		
Electronic exchange of PHI between SBH-ASO staff and external recipients	Medium	<p>SBH-ASO policy that all electronic communications which contain PHI must be encrypted.</p> <p>Regular review with staff of the need to ensure encryption is selected prior to transmitting PHI electronically.</p> <p>SBH-ASO facilitates role-based access to Provider Network via the SBH-ASO Provider Portal that is controlled through Microsoft Security Groups</p> <p>SBH—ASO utilizes HIPAA compliant Congnito Forms for transmission of utilization management data</p> <p>SBH-ASO utilizes Secure File Transfer (SFT) and Managed File Transfer (MFT)</p>		
Integrity of Data and IT Security	Medium	<p>Maintain current SBH-ASO Disaster Recovery Plans in alignment with Kitsap County Disaster Recovery Plans</p> <p>Require subcontractors maintain current Agency Disaster Recovery Plans</p> <p>SBH-ASO Staff participates in training on these methods in accordance with industry standards, including OCIO standards</p>		
<b>Safety of the SBH-ASO Site:</b>				

Item/Issue	Level of Risk	Steps to Mitigate Risk	Priority	Comments
Maintenance of physical and security safeguards within the workplace	Low	Periodic evaluations of facility security as available from SBH-ASO Leadership and Kitsap County Management		

DRAFT





**SALISH BEHAVIORAL HEALTH**  
**ADMINISTRATIVE SERVICES ORGANIZATION**  
**EXECUTIVE BOARD**  
**MEETING**

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**DATE:** Friday, May 19, 2023  
**TIME:** 9:00 AM – 11:00 AM  
**LOCATION:** Bay Room, 7 Cedars Hotel  
270756 Hwy 101, Sequim, WA 98382

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

***\*\*Please use this link to download ZOOM to your computer or phone:  
<https://zoom.us/support/download>.\*\****

Join Zoom Meeting:

<https://us06web.zoom.us/j/89283185750?pwd=aTFMYVpCZjB1WWU0dFhRcCtZSW8zZz09>

Meeting ID: 892 8318 5750

Passcode: 111957

**USE PHONE NUMBER and MEETING ID TO JOIN BY PHONE:**

Dial by your location: 1-253-215-8782

Meeting ID: 892 8318 5750

Passcode: 111957

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**A G E N D A**

[Salish Behavioral Health Administrative Services Organization – Executive Board](#)

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Minutes for March 17, 2023 (Attachment 5)
6. Action Items
  - a. Advisory Board RFP Review Committee Recommendations (Attachment 6.a)
  - b. 2023 Policy and Procedure Updates (Attachment 6.b.1, 6.b.2 and Supplemental Packet 6.a.3)
7. Informational Items
  - a. Salish Opioid Abatement Council Approval Process
  - b. SBH-ASO Community Summits
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

## ACRONYMS

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

[Full listing of definitions and acronyms](#)



Salish Behavioral Health  
Administrative Services Organization

## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

### EXECUTIVE BOARD MEETING

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**Friday, May 19, 2023**

#### **Action Items**

##### **A. ADVISORY BOARD RFP REVIEW COMMITTEE RECOMMENDATIONS**

SBH-ASO released an RFP (request for proposals) for Federal Block Grant Funds in November 2022. The submission deadline was February 8, 2023. SBH-ASO had 7 provider agencies attend the mandatory bidders conference. The SBH-ASO Behavioral Health Advisory Board RFP Review Committee met on April 14th. This was a very challenging decision for committee due to the amount of funding requested and the limited availability of funds.

The Review Committee reviewed one proposal for Mental Health Block Grant funding. This request was recommended to be funded as requested for a total of \$38,350.

The Review Committee was tasked with the review of 11 proposals from 5 providers for Substance Abuse Block Grant. The funding requests totaled \$1,003,127. The available funding was \$300,000. The Review Committee chose to focus funding on direct treatment services and recovery supports in alignment with established priorities. The Review Committee determined \$200,000 would be allocated for direct treatment and \$100,000 for recovery supports. Funding was allocated to agencies based on county population and funding request amounts. Please see the attached table for recommendations.

Staff is requesting approval of the Advisory Board recommendations and authority to proceed with contract execution.

##### **B. 2023 POLICY AND PROCEDURE UPDATES**

HCA/BHASO Contract changes, WAC changes and overall SBH-ASO growth and process improvements necessitated Policy and Procedure updates. A spreadsheet has been included which summarizes the changes made to these Policies and Procedures.

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

AD104 Credentiaing and Recredentialing of Providers

AD106 Toll-free Crisis Line Management

CL200 Integrated Crisis Services

CL201 Ensuring Care Coordination for Individuals

- CL205 Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order
- CL206 State Hospital and Long-term Community Care Coordination
- CL207 Jail Transition Services
- CL208 Telemedicine
- CL212 Salish Regional Family Youth System Partner Round Table (FYSPRT)
- CL213 Salish Youth Network Collaborative (SYNC)
- CP302 Critical Incidents
- FI504 Financial Management
- FI505 Cost Allocation Plan
- QM701 Quality Management Plan
- UM810 Criminal Justice Treatment Account
- PS901 Definitions for Policies Governing Protected Health Information (PHI)
- PS902a Notice of Privacy Practices

## **Informational Items**

### **A. SALISH OPIOID ABATEMENT COUNCIL APPROVAL PROCESS**

The SBH-ASO Executive Board serves as the governing body of the Opioid Abatement Council (OAC). Staff proposes two options for managing each county's funds, in accordance with each county's preference.

#### **Option 1:**

The County develops a plan on how it wishes to utilize the funding in accordance with approved Opioid Remediation Uses, and the plan is approved by the BOCC.

The BOCC approved plan is presented to the SBH-ASO Executive Board for approval.

Once a plan is approved, County receives annual allocation, less 10% that OAC is required to reserve for administrative costs.

The County submits a semi-annual report of expenditures to SBH-ASO Staff, and any other data metrics identified by the Settlement Administrators. SBH-ASO Staff will use information from semi-annual reports to update OAC Data Dashboard.

SBH-ASO Staff will account for time and expenses associated with administering the county's opioid funds. Following the conclusion of the calendar year, SBH-ASO will release unspent funds previously reserved for administrative expenses.

**Option 2:**

SBH-ASO fully manages the county's allocation of opioid settlement funds.

This would include releasing and RFP and presenting recommendations to SBH-ASO Executive Board for approval.

SBH-ASO would manage subcontracts, invoices and all data collection.

**B. SBH-ASO COMMUNITY SUMMITS**

SBH-ASO Leadership is planning to facilitate several Community Summits during the Summer and Fall of 2023. These summits will be opportunities for SBH-ASO to share information about available behavioral health resources within the community and solicit community input on behavioral health related needs. Staff are planning to facilitate 2 summits per county between June and October 2023. Staff will share more information about current planning.

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

**March 17, 2023  
9:00 a.m. - 11:00 a.m.  
Hybrid Meeting  
Jamestown S’Klallam Red Cedar Hall, Alderwood Room  
1033 Old Blyn Hwy, Sequim, WA 98382**

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

**INTRODUCTIONS** – Self introductions were conducted.

**ANNOUNCEMENTS** – None.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS** – None.

**APPROVAL of AGENDA** –

**MOTION:** Commissioner Gelder moved to approve the agenda as presented. Theresa Lehman seconded the motion. Motion carried unanimously.

**APPROVAL of MINUTES** –

**MOTION:** Theresa Lehman moved to approve the meeting notes as submitted for the January 20, 2023 meeting. Commissioner Gelder seconded the motion. Motion carried unanimously.

**ACTION ITEMS**

➤ **ADVISORY BOARD MEMBER APPOINTMENTS**

The SBH-ASO Advisory Board Membership includes 3 representatives from each county and 2 Tribal Representatives. The terms for Jon Stroup (Kitsap), Lois Hoell (Kitsap), and Janet Nicklaus (Clallam) expired on December 31, 2022. Lois Hoell and Janet Nicklaus opted not to volunteer for another term. Additionally, Anne Dean (Jefferson) resigned from her position on the Advisory Board as she accepted employment with an SBH-ASO Subcontractor.

In Fall 2022, SBH-ASO advertised Advisory Board vacancies in Clallam and Jefferson County media. In January 2023, SBH-ASO advertised Advisory Board vacancies in Kitsap County media.

Current Advisory Board Membership includes:

- Clallam County: Sandy Goodwick and 2 Vacancies
- Jefferson County: 3 Vacancies
- Kitsap County: Helen Havens, Jon Stroup (pending reappointment), and 1 Vacancy.
- Tribal Representative: Stormy Howell and 1 Vacancy

Reappointment of Jon Stroup

Jon Stroup expressed interest in continuing to serve on the Advisory Board representing Kitsap County. Over the past few years, Jon has been a very active board member, bringing valuable professional and personal experience forth. The Advisory Board unanimously recommended that the Executive Board reappoint Jon Stroup.

- Request that the Board Reappointment Jon Stroup for a new term of January 1, 2023 – December 31, 2025.

*Discussion of Jon's history serving on Kitsap County Boards. In 2010 he was appointed to the Kitsap County Substance Use Advisory Board, which preceded the Salish Behavioral Health Organization and current Salish BH-ASO Behavioral Health Advisory Boards.*

*Discussion of hopes and expectations for the Advisory Board in the coming year. Excitement shared for new Advisory Board members and the future of the Advisory Board.*

*Jon was unanimously nominated by the Advisory Board to serve as the Chair upon reappointment.*

**MOTION: Commissioner Gelder moved to reappoint Jon Stroup to the Salish BH-ASO Advisory Board for a new term of January 1, 2023 through December 31, 2025. Theresa Lehman seconded the motion. Motion carried unanimously.**

Appointment of Mary Beth Lagenaur

SBH-ASO received an Advisory Board Application from Clallam County resident, Mary Beth Lagenaur. Ms. Lagenaur worked for many years in the field of Substance Abuse Prevention, Education and Treatment. She previously worked for a non-profit that provided drug and alcohol treatment and education for the State of Arkansas. She now teaches swimming lessons at the YMCA and volunteers at a local animal shelter. The Advisory Board unanimously recommended that the Executive Board appoint Mary Beth Lagenaur to the Advisory Board to represent Clallam County.

- Request that the Board appoint Mary Beth Lagenaur for a term of April 1, 2023 – March 31, 2026.

*Mary Bath Lagenaur was not present for the current Executive Board meeting.*

**MOTION: Theresa Lehman moved to approve the appointment of Mary Beth Lagenaur to the Salish BH-ASO Advisory Board for a term of April 1, 2023 through March 31, 2026. Commissioner Gelder seconded the motion. Motion carried unanimously.**

Appointment of Diane Pfeifle

SBH-ASO received an Advisory Board Application from West Jefferson County resident Diane Pfeifle. Ms. Pfeifle has experience with committee participation and behavioral health advocacy. She previously volunteered with the National Alliance of Mental Illness (NAMI). She is a family member of an individual with mental health challenges who is stable and would like to see others achieve the same. She also participated in the Ballard Ecumenical Homeless Ministry serving houseless individuals with mental health challenges in Seattle for 15 years. The Advisory Board unanimously recommended that the Executive Board appoint Diane Pfeifle to the Advisory Board to represent Jefferson County.

- Request that the Board appoint Diane Pfeifle for a term of April 1, 2023 – March 31, 2026.

*Diane Pfeifle was not present for the current Executive Board meeting.*

**MOTION: Commissioner Brotherton moved to approve the appointment of Diane Pfeifle to the Salish BH-ASO Advisory Board for a term of April 1, 2023 through March 31, 2026. Commissioner Gelder seconded the motion. Motion carried unanimously.**

*Discussion surrounding the process for expressing gratitude to long-serving members. Staff plans to send a gesture of their gratitude to Anne and Lois for their contributions to the Advisory Board. The Executive Board will also send a gesture of their gratitude.*

*Question regarding how Tribal representatives are notified of open Board positions. Staff reached out via email to Tribal Health Clinic leadership and Tribal Council leadership in the Summer and Fall of 2022. They also outreached to the Suquamish Tribe and Tribal social services directors. Staff will outreach to area Tribes again, as well as reach out to publishers of the Tribal newsletter.*

*Discussion surrounding additional efforts on the part of the Executive Board to promote available positions. Salish Staff has had the opportunity to promote open board positions during community events and encourages the Board to openly share information about open seats.*

#### ➤ **REVIEW AND APPROVAL OF 2022/2023 SBH-ASO RISK ASSESSMENT**

In accordance with 45 CFR §164.308 the SBH-ASO is required to maintain, review, and update a Risk Assessment. This document provides a process by which the SBH-ASO continually monitors its operations to identify areas of potential risk and opportunities for mitigation. In order to ensure this document is comprehensive, SBH-ASO Staff worked collaboratively to identify areas of risk in all avenues of its business operations.

For the 2022/2023 Risk Assessment, the top 3 identified risks include:

- Process for procurement and/or administration of new program development while managing staff bandwidth, agency bandwidth, and challenges with information flow.
- Frequency of change to HCA Behavioral Health Supplemental Data Guide (BHDG) creates risk of incorrect and untimely data submissions. Challenges in programmatic changes occurring prior to adequate stakeholder involvement.
- SBH-ASO administers the R.E.A.L program in the Salish RSA serving an at-risk population with significant unmet needs.

This document is attached for review, comment, and approval by the Executive Board.

*Reviewed the structure of the SBH-ASO Risk Assessment document, including categories, level of risk, and mitigation steps. Low risk is less than 10% chance of occurring, medium risk is less than 50% chance of occurring, and high risk indicates between 60-90% chance of occurring.*

*An overview of the changes made to the assessment for 2023 was provided.*

*Inquiry regarding what proportion of staff is telecommuting. At least 50% of staff have a hybrid schedule. All staff are required to be in the office a minimum of one day per week. Most staff are in the office at least 50% of the time.*

*Inquiry regarding concerns about remote/hybrid work in terms of information privacy as well as impact on organizational culture and recruitment. All staff are required to sign a telecommuting agreement. Protected Health Information (PHI) in paper form may not leave the SBH-ASO offices. Access to electronic PHI requires remote employees to log in to the*



*Kitsap County Network via VPN. Staff have expressed appreciation for a hybrid schedule. Through routine supervision, SBH-ASO leadership ensures there is no decrease in productivity with hybrid work. A hybrid work schedule has also been an expectation commonly expressed during interviews with potential candidates.*

*Question regarding effectiveness of the bi-monthly Integrated Providers Meeting as a forum for communicating programmatic and data-related changes. Staff are looking at different tools to share information with providers. Staff plan to solicit feedback from the provider network on different methods of communication. Staff also noted that the pace of change is very rapid, which poses a challenge to communicating up-to-date information.*

*Plan for discussion at future Executive Board meetings about common themes in risk assessments of BH-ASOs across the state as well as different communication methods/forums employed by BH-ASOs.*

*Discussion around identification of number one risk. Staff noted rapid growth over the past 2.5 years as there has been a significant additional financial investment in behavioral health and ancillary programs. BH-ASOs have been tasked with development and implementation of many new legislatively directed programs, leading to hiring of several additional staff. SBH-ASO will soon have a staff of fourteen. This increase in staff requires a reevaluation of leadership demands. Staff noted that training requires significant time, especially as most new hires are from outside of Washington State.*

*Inquiry regarding how SBH-ASO Leadership is preparing for and adjusting their approach given the pace of change and expansion in staff. Newly hired staff, once fully onboarded, will assume responsibilities outside of their specific program. Specifically, staff hired with funds related to the expansion of Assisted Outpatient Treatment will serve as the Crisis Programs Supervisor. Similarly, the Youth Behavioral Health Navigator Supervisor will also take on additional responsibilities. Leadership continues to evaluate their own bandwidth and brainstorm ways to achieve balance, remain inspired, and mitigate burnout.*

*Request by the Board for continued discussion about Staff burnout as the number one risk, including long-term implications and trajectory. Plan to revisit this topic with the Board in the Fall.*

*Inquiry about the nature of risks associated with administration of the R.E.A.L. Program. The R.E.A.L. Program is a diversion program wherein teams are “in the trenches” with individuals who have significant unmet needs. The R.E.A.L. Program is a different line of business for SBH-ASO and requires a significant amount of resources. SBH-ASO noted an increase in Critical Incidents related to the population served by R.E.A.L. Teams, as well as an increase in administration of naloxone and other life-saving measures, especially in Clallam County. There is an increased risk to SBH-ASO from potential media exposure related to overdose deaths of individuals served by SBH-ASO subcontractors.*

*SBH-ASO has invested financial resources in bulk purchase of naloxone for all subcontracted providers, as well as sponsored CPR training in Clallam County. SBH-ASO will also sponsor CPR training in Jefferson and Kitsap Counties.*

*Discussion surrounding access to naloxone. The R.E.A.L. Teams were provided with a quantity of naloxone anticipated to cover two years, which has only lasted eight months. SBH-ASO Substance Use Care Manager has been providing naloxone to all providers with the Salish network in partnership with the Department of Health for four years. Some Behavioral Health Agencies (BHAs) have experienced logistical barriers and subsequent access issues following a mandate that requires BHAs to provide access to naloxone for all individuals who disclose the use of opiates. Cost to these agencies is also a barrier to*

access. This has been a topic discussed at bi-monthly Salish IMC Leadership meeting which includes HCA, Managed Care Organizations (MCOs), and providers and partners within the Salish region. HCA and MCOs have assisted with problem solving short and mid-term solutions to access.

The Risk Assessment is reviewed, at minimum, annually by all members of the SBH-ASO staff as well as the Quality Assurance and Compliance Committee. The steps to mitigate risk serve as a work plan that guides SBH-ASO business operations.

**MOTION: Theresa Lehman moved to approve the 2023 SBH-ASO Risk Assessment as presented. Commissioner Gelder seconded the motion. Motion carried unanimously.**

## INFORMATIONAL ITEMS

### ➤ UPDATE ON HB 1515

HB 1515 which is sponsored by Representative Macri, was developed to address growing concerns regarding network adequacy and timely access to behavioral health services. Brad Banks will provide an update on the status of HB 1515.

*Washington State Association of Counties has identified HB 1515 as one of the top priorities for the current legislative session.*

*HB 1515 concerns improving network adequacy standards related to contracting and procurement requirements for behavioral health services in medical assistance programs. The bill aims to reduce administrative burden for providers and looks at improved funding models for the crisis system.*

*The bill has come out of the House unanimously. It is expected to receive a strong vote in favor from the State Senate. The bill will need to move through the Ways and Means Committee though is anticipated to receive approval and continue on to the Governor's desk. HB 1515 has the support of sheriffs and police chiefs, unions, as well as a broad spectrum of provider support.*

*Question regarding the difference between fee-for-service and value-based purchasing. The Fee-for-Service model issues payment to providers based on individual service (for example, payment for a single therapy session). Value-based purchasing is a model that incentivizes outcomes based on population-based health metrics. This model is challenging for rural providers who serve a smaller population. The desire expressed by statewide stakeholders is to move to a capacity-based model, which looks at the total funding necessary to fund a set number of individuals. This bill does not impact the fee-for-service benefit option for American Indian/Alaskan Native individuals who opt out of Medicaid Managed Care, but rather requires the HCA to look at all available models and determine the best model to meet needs of the community.*

*The goal for many county commissioners interested in this bill is ensuring that individuals in rural counties can access the care envisioned by the legislature. Ability to access care, a challenge across the state, is not a primary objective within the value-based purchasing model. The capacity-based payment system allows for consideration of providers' and communities' specific needs when determining funding.*

*Gratitude expressed to Commissioner Ozias for the time he has dedicated to testifying on this bill.*

*Gratitude expressed to Representative Macri for a significant amount of work towards pushing this bill forward.*

#### **PUBLIC COMMENT**

- None

#### **GOOD OF THE ORDER**

- None

**ADJOURNMENT** – Consensus for adjournment at 10:33 a.m.

#### **ATTENDANCE**

<b>BOARD MEMBERS</b>	<b>STAFF</b>	<b>GUESTS</b>
Commissioner Mark Ozias	Stephanie Lewis, SBH-ASO Administrator	Barb Jones, Jefferson County Public Health
Commissioner Greg Brotherton	Jolene Kron, SBH-ASO Deputy Admin/Clinical Director	Lori Fleming, Jefferson County Behavioral Health Consortium
Commissioner Robert Gelder	Doug Washburn, Director, Kitsap County Human Services	Kate Jasonowicz, Community Health Plan of Washington
Theresa Lehman, Tribal Representative	Ileea Clauson, SBH-ASO Utilization Manager, Privacy and Compliance Officer	Jon Stroup, SBH-ASO Advisory Board
<b><i>Excused</i></b>	Matt Carlin, SBH-ASO Fiscal Analyst	G'Nell Ashley, Reflections Counseling Group
Celeste Schoenthaler, OCH Executive Director	Jessie Parsons, SBH-ASO SYNC Coordinator	Becky Erickson

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

FBG RFP Proposal Overview 4/2023

County	Agency	Program	Priority	Program Description/Major Features	Number Served	Amount of Request	MHGB/SABG	Comments	Recommendations	MHGB Funding recommended	SABG Funding Recommended	
<b>Kitsap</b>												
	Agape	Treatment Services	Adult	Un/Underinsured outpatient services to 126 individuals including 12 assessments	126	\$86,850	SABG	\$775 case rate, \$175 per assessment			\$60,932	
	Agape	R.E.A.L. Program	SUD/Outreach	Addition of Care Manager, cell phones for staff, staff incentives, training. Administrative costs.		\$104,729	SABG				\$36,250	
	West Sound Treatment Center	SABG Treatment Services	Un/underinsured	Un/Underinsured treatment services		\$100,000	SABG	\$700/month case rate; \$150 per assessment			\$60,933	
	West Sound Treatment Center	SABG Recovery Supports	PPW; IUID	SABG Project Manager, SABG fringe benefits, 10% admin	270 total for all programs; 26% IUID; 62% PPW	\$118,376	SABG				\$0	
	West Sound Treatment Center	Recovery Supports	PPW; IUID	Vocational Recovery Supports; Vocational Lab		\$25,000	SABG	\$5000 for computer lab supplies	Approve 1 computer lab		\$2,500	
	West Sound Treatment Center	Transportation		Bus passes, gas vouchers		\$12,000	SABG				\$0	
<b>Clallam</b>												
	Reflections	Under/Non-insured Treatment	Adult and youth	Covers uninsured individuals as well as individuals with insurance but cannot afford deductibles/copays	10 per month, including 1 youth	\$149,220	SABG	\$829 monthly case rate; \$187 assessment only			\$43,000	
	Reflections	Clinical Interventionist	Recovery Support and PPW	Client driven support services including passes to facilities	20 clients per month	\$97,500	SABG	\$1000 per month/\$50/individual	Request removed by agency request		\$0	
	Olympic Personal Growth	Un/underinsured	PPW, IUID,	Treatment services	20	\$74,610	SABG	\$829 for 5 per month			\$22,700	
	Olympic Personal Growth	Wraparound Treatment and Recovery Support	Recovery Supports and Transportation	Recovery supports, goods, transportation, 10% admin	55	\$90,750	SABG	\$500 per participant transportation; Peer training; Basic hygiene, food, educational materials.			\$25,000	
	Peninsula Behavioral Health	Community Care Improvement	Workforce	Workforce Development-Consultation for Prescriber scheduling, same day access		\$38,350	MHGB	MHGB	Approved as requested	\$38,350		
<b>Jefferson</b>												
	Discovery Behavioral Health	R.E.A.L. Program	Recovery supports	Increase FTE's for R.E.A.L. from 2.5 to 5	24/7 Coverage	\$131,736.90	SABG	Staff cost plus admin of 5%			\$36,250	
	Discovery Behavioral Health	SUD Treatment	Treatment Services		15/year	\$12,435	SABG	\$829 Case Rate	Approved as requested		\$12,435	
						<b>Total Requested</b>	<b>\$1,003,126.90</b>	<b>SABG</b>			<b>\$38,350</b>	<b>\$300,000</b>
							<b>\$38,350.00</b>	<b>MHGB</b>				

AVAILABLE FUNDS	
SABG	\$300,000
MHGB	\$350,000

Chapter	Number	Title	Description of Updates
Administration	AD104	Credentialing and Recredentialing of Providers	<b>4/3/2023 REVISION:</b> 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	<b>3/03/2023 REVISION:</b> 1. Updated WAC references 2. Added Next Day Appointment Requirements.
Clinical	CL200	Integrated Crisis Services	<b>4/13/2023 REVISION:</b> 1. Updated WACs 2. Added Next Day Appointment Requirements. 3. Added Youth Crisis Team Information
Clinical	CL201	Ensuring Care Coordination for Individuals	<b>3/24/2023 REVISION:</b> 1. Added contract language regarding care coordination for individuals in LTCC settings.
Clinical	CL205	Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order	<b>3/24/2023: REVISION</b> 1. Added language to reflect expansion of Assisted Outpatient Treatment (AOT)
Clinical	CL206	State Hospital Care Coordination	<b>3/24/2023 REVISION:</b> 1. Added contract language regarding care coordination for individuals in LTCC settings.
Clinical	CL207	Jail Transition Services	<b>4/14/2023 REVISION:</b> 1. Added Peer Pathfinder Transition from Incarceration Program language
Clinical	CL208	Telemedicine	<b>4/19/2023 REVISION:</b> Updated policy to align with end of PHE
Clinical	CL212	Salish Regional Family Youth System Partner Round Table (FYSPRT)	<b>4/1/2023 REVISION:</b> Created Policy.
Clinical	CL213	Salish Youth Network Collaborative (SYNC)	<b>2/24/2023 REVISION:</b> Created Policy
Compliance	CP302	Critical Incidents	<b>4/14/2023 REVISION:</b> 1. Updated to reflect changes in contract language in section 7.4.2.1 - 7.4.2.3
Fiscal	FI504	Financial Management	<b>1/1/2023 REVISION:</b> Created Policy
Fiscal	FI505	Cost Allocation Plan	<b>1/1/2023 REVISION:</b> Created Policy
Quality Management	QM701	Quality Management Plan	<b>5/1/2023 REVISION:</b> Complete Re-Write
Utilization Management	UM810	Criminal Justice Treatment Account	<b>4/13/2023 REVISION:</b> 1. Changed the names of service types to reflect changes in contract. 2. Added language regarding up to 180-day post Drug Court Graduation eligibility
Privacy & Security	PS901	Definitions for Policies Governing Protected Health Information (PHI)	<b>2/21/2023 REVISION:</b> Removed non-applicable definitions
Privacy & Security	PS902a	Notice of Privacy Practices	<b>3/1/2023 REVISION:</b> 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:** 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 recredentialing 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.
    - 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, the file will be presented to the Credentialing Committee. If the Committee concurs that the submission is not meeting criteria or is incomplete, 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)
    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 Credentialing Committee'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.
- 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 246-341-0670 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.
- 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 15<sup>th</sup> 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

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

**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 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 246-341-1135. 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.

### **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.
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. Incorporate the statewide DCR Protocols, listed on the HCA website, into their practice.
- 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.
- 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.
- 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.

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6. Telephone crisis support services are provided in accordance with WAC 246-341-0670 and crisis outreach services are provided in accordance with WAC 246-341-0715.
  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 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 246-341-0670.
  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.
  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 246-341-0670.
  - b. Crisis peer support services are be provided in accordance with WAC 246-341-0901.
  - 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

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.
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- 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
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.
6. SBH-ASO staff oversees system coordination and legal compliance for Assisted Outpatient 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.

### **REVOCAION 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.

- SBH-ASO coordinates with superior courts in its 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.
- sBH-ASO provides notice to the tribe and Indian Health Care 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.
  - 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.
- 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 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 other MCOs, BH-ASOs and LTCC facility staff to:
    - a. Assess LTCC utilization data to support quality improvement and reduce recidivism.
    - b. 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.
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.
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.
  - 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.
  - 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.
  - 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.
  - d. Providers assist Individuals with mental health needs in completing and submitting an application for medical assistance prior to release from jail.
  - 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.

2. Pre-release services include:
  - 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.
  - b. Mental health intake assessments for persons identified during the mental health screening as a member of a priority population.
  - c. Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
  - 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.
3. Post-release outreach to ensure follow-up for mental health and other services (e.g., SUD) to stabilize Individuals in the community.
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:
  - a. Daily cross-reference between new booking and the Data Store to identify newly booked persons.
  - b. Develop individual alternative service plans (alternative to the jail) for submission to the courts. Plans will incorporate evidence-based risk assessment screening tools.
  - 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.
  - 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 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.
  - a. The Peer Pathfinder will work with the Individual on transitioning out of incarceration and into community-based services to address identified needs.
  - b. These supports may include spending time establishing social support, helping with independent living skills, developing coping skills, and community adjustment skills.
  - c. Community-based post-release activities 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.
- d. 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.

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 accepts encounters and approves claims for medically necessary services provided via other telehealth modalities, including audio only 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. 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.



## 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 5<sup>th</sup> 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 31<sup>st</sup> 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](http://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](mailto:HCABHASO@hca.wa.gov)



## SALISH BH-ASO POLICIES AND PROCEDURES

<b>Policy Name:</b> Salish Youth Network Collaborative (SYNC)	<b>Policy Number:</b> CL213
<b>Effective Date:</b> 02/24/2023	
<b>Revision Dates:</b>	
<b>Reviewed Date:</b>	
<b>Executive Board Approval Dates:</b>	

### 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.cognitofrms.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 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;
  - b. Physical or sexual assault perpetrated by another client; and
  - 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 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](mailto: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.

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.
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**

<b>Policy Name:</b> QUALITY MANAGEMENT PLAN	<b>Policy Number:</b> QM701
<b>Effective Date:</b>	
<b>Revision Date(s):</b> 3/5/2020; 4/8/2021, 5/1/2023	
<b>Reviewed Date:</b> 7/16/2019; 2/24/2022	
<b>Executive Board Approval Dates:</b> 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:



## SALISH BH-ASO POLICIES AND PROCEDURES

- 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



## SALISH BH-ASO POLICIES AND PROCEDURES

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



## SALISH BH-ASO POLICIES AND PROCEDURES

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



## SALISH BH-ASO POLICIES AND PROCEDURES

- 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.



## SALISH BH-ASO POLICIES AND PROCEDURES

### SUMMARY OF MONITORING TOOLS AND TIMELINES

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



## 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.
2. No more than thirty percent (30%) of the total CJTA funds may be used for providing treatment services in jail.
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. Clinically Managed Residential Withdrawal Management (ASAM Level 3.2)
3. Outpatient Services (ASAM Level 1)
4. Intensive Outpatient Services (ASAM Level 2.1)
5. Opiate Substitution Treatment (ASAM Level 1)
6. Case Management (ASAM Level 1, 2.1)
7. Clinically Managed High-Intensity Residential Services (ASAM Level 3.5)
8. Clinically Managed Population-Specific High-Intensity Residential Services (ASAM Level 3.3)
9. Clinically Managed Low-Intensity Residential Services (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 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. Education
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.



## SALISH BH-ASO POLICIES AND PROCEDURES

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

**Policy Number:** PS901

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

**Revision Date(s):** 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) that compromises the security or privacy of the PHI, with the exclusions and exceptions listed in 45 CFR §164.402. 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.

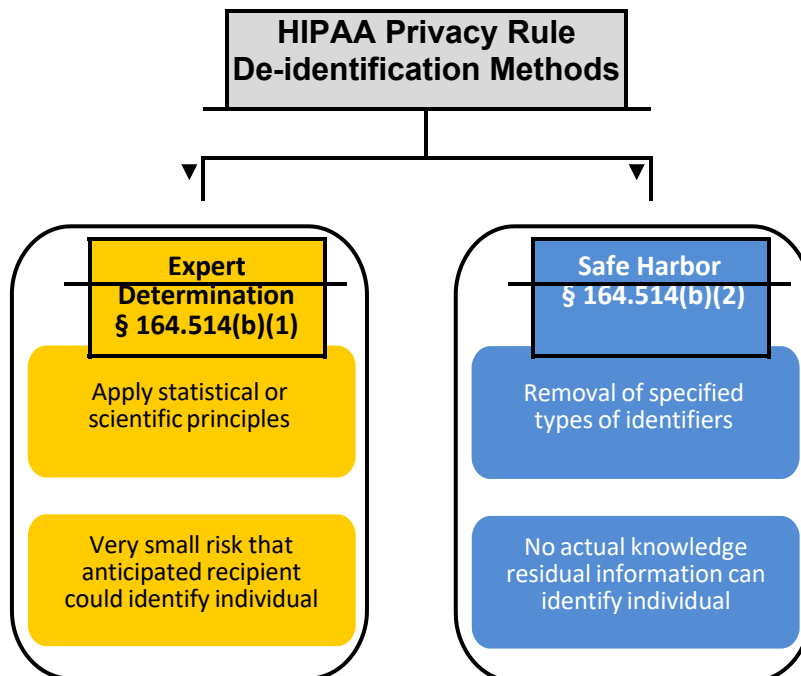
6.5 **Examples.** Salish BH-ASO acts as a Business Associate for its Upstream Covered Entities. Additionally, Salish BH-ASO contracts with Subcontractor Business Associates.

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. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
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.
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.
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.
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).
29. **HCPCS** stands for Health [Care Financing Administration] Common Procedure Coding System.
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:
- 30.0 **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
- 30.1 **Drug, Device, or Equipment.** Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
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:
- 31.0 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.
- 31.1 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.
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.
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:
- 33.0 **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;
- 33.1 **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;
- 33.2 **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);
- 33.3 **Medical, Legal, and Auditing Review.** Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- 33.4 **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
- 33.5 **Business Management.** Business management and general administrative activities of the entity, including, but not limited to:
- 33.5.1 Management activities relating to implementation of and compliance with the requirements of the HIPAA Privacy Rule;
  - 33.5.2 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;
  - 33.5.3 Resolution of internal grievances;
  - 33.5.4 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
  - 33.5.5 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.

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 globin, ultrasound screening, other preventive services, cardiac rehabilitation, kidney disease education, personalized prevention plan and home infusion; diagnostic x-rays; x-ray, radium and radioactive isotope therapy; surgical dressings, splints and casts; durable medical equipment; ambulance services; prosthetic devices; braces and artificial limbs and eyes; pneumococcal vaccine; certified registered nurse anesthetist services; certain custom molded shoes; screening mammography; pap smear and screening pelvic exam; and bone mass measurement; or

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

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).

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.).

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.
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.
39. **HHS** stands for the Department of Health and Human Services.
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.
41. **HITECH** refers to the Health Information Technology for Economic and Clinical Health.
42. **Hybrid Entity** means a single legal entity that is a Covered Entity and whose Covered Functions are not its primary functions.
43. **Implementation Specification** means the specific requirements or instructions for implementing a Standard.
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.
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.

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.

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:

- 47.0 Names;
- 47.1 Postal addresses other than town/city, State, and zip code;
- 47.2 Telephone numbers;
- 47.3 Fax numbers;
- 47.4 Email addresses;
- 47.5 Social Security numbers;
- 47.6 Medical record numbers;
- 47.7 Health plan beneficiary numbers;
- 47.8 Account numbers;
- 47.9 Certificate/license numbers;
- 47.10 Vehicle identifiers and serial numbers, including license plate numbers;
- 47.11 Device identifiers and serial numbers;
- 47.12 Web Universal Resource Locators (URLs);
- 47.13 Internet Protocol (IP) address numbers;
- 47.14 Biometric identifiers, including finger and voice prints; and
- 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.

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.
49. **Marketing** means a communication about a product or service that encourages a recipient of the communication to use the product or service.
- 49.0 **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.
- 49.1 **Exceptions.** Marketing does not include a communication made:
- 49.1.1 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).
- 49.1.2 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.
50. **Maximum Defined Data Set** means all of the required Data Elements for a particular Standard based on a specific Implementation Specification.
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.
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.
53. **Part 2 Program** means a federally assisted program engaged in the provision of SUD diagnosis, treatment, or referral for treatment.
54. **Part 2** means those regulations at 42 CFR Part 2 related to the confidentiality of substance abuse disorder treatment information.
55. **Power of Attorney** means a written record that grants an agent authority to act in the place of a principal or Individual.
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.

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

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:
- 64.0 For **public health** purposes;
  - 64.1 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;
  - 64.2 For **Treatment** purposes;
  - 64.3 For **Payment** purposes;
  - 64.4 For the **sale**, transfer, merger, or consolidation of all or part of the Covered Entity and related due diligence;
  - 64.5 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;
  - 64.6 To an **Individual** for access to records or to receive an accounting of disclosures;
  - 64.7 **Required by Law**; and
  - 64.8 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.
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.
66. **Segment** means a group of related Data Elements in a Transaction.
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.
  
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.
  
69. **Standard Transaction** means a Transaction that complies with the applicable Standard under 45 CFR 162.103.
  
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.
  
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.
  
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).
  
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.
  
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.)

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:
- 75.0 Claims submission and encounter information;
  - 75.1 Payment to a Health Care Provider and remittance advice;
  - 75.2 Health Care Claim status;
  - 75.3 Eligibility;
  - 75.4 Enrollment and disenrollment in a Health Plan;
  - 75.5 Referral certification and authorization;
  - 75.6 Coordination of benefits;
  - 75.7 Premium payment to Health Plans;
  - 75.8 Health Care electronic funds transfer (“EFT”) and remittance advice;
  - 75.9 First report of injury;
  - 75.10 Health claims attachments; and
  - 75.11 Other transactions the Secretary of the Department of Health and Human Services (DHHS) may prescribe by regulation.
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.
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.
78. **Use** means, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains the PHI.
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.

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*

## NOTICE OF PRIVACY PRACTICES

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

**PLEASE REVIEW IT CAREFULLY.**

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

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

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

We are required by law to:

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

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

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

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

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

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

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

To obtain a paper copy of this notice, contact the 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.

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 Services at 1-800-366-3103 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 at 360-481-6561 ([salish@obhadvocacy.org](mailto:salish@obhadvocacy.org)); 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.*

**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	<b>4/3/2023 REVISION:</b> 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	<b>3/03/2023 REVISION:</b> 1. Updated WAC references 2. Added Next Day Appointment Requirements.
Clinical	CL200	Integrated Crisis Services	<b>4/13/2023 REVISION:</b> 1. Updated WACs 2. Added Next Day Appointment Requirements. 3. Added Youth Crisis Team Information
Clinical	CL201	Ensuring Care Coordination for Individuals	<b>3/24/2023 REVISION:</b> 1. Added contract language regarding care coordination for individuals in LTCC settings.
Clinical	CL205	Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order	<b>3/24/2023: REVISION</b> 1. Added language to reflect expansion of Assisted Outpatient Treatment (AOT)
Clinical	CL206	State Hospital Care Coordination	<b>3/24/2023 REVISION:</b> 1. Added contract language regarding care coordination for individuals in LTCC settings.
Clinical	CL207	Jail Transition Services	<b>4/14/2023 REVISION:</b> 1. Added Peer Pathfinder Transition from Incarceration Program language
Clinical	CL208	Telemedicine	<b>4/19/2023 REVISION:</b> Updated policy to align with end of PHE
Clinical	CL212	Salish Regional Family Youth System Partner Round Table (FYSPRT)	<b>4/1/2023 REVISION:</b> Created Policy.
Clinical	CL213	Salish Youth Network Collaborative (SYNC)	<b>2/24/2023 REVISION:</b> Created Policy
Compliance	CP302	Critical Incidents	<b>4/14/2023 REVISION:</b> 1. Updated to reflect changes in contract language in section 7.4.2.1 - 7.4.2.3
Fiscal	FI504	Financial Management	<b>1/1/2023 REVISION:</b> Created Policy
Fiscal	FI505	Cost Allocation Plan	<b>1/1/2023 REVISION:</b> Created Policy
Quality Management	QM701	Quality Management Plan	<b>5/1/2023 REVISION:</b> Complete Re-Write
Utilization Management	UM810	Criminal Justice Treatment Account	<b>4/13/2023 REVISION:</b> 1. Changed the names of service types to reflect changes in contract. 2. Added language regarding up to 180-day post Drug Court Graduation eligibility
Privacy & Security	PS901	Definitions for Policies Governing Protected Health Information (PHI)	<b>2/21/2023 REVISION:</b> Removed non-applicable definitions
Privacy & Security	PS902a	Notice of Privacy Practices	<b>3/1/2023 REVISION:</b> 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 15<sup>th</sup> 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

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

**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) with clearly defined standards for the provision of crisis services; the oversight of crisis services; and the expected outcomes for provision of crisis care.

### POLICY

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

### PROCEDURE

1. Within the SBH-ASO region, the following services are available to all individuals in the SBH-ASO's Service Area, regardless of ability to pay:
  - a. Crisis Triage and Intervention to determine the urgency of the needs and identify the supports and services necessary to meet those needs, dispatch mobile crisis, or connect the individual to services.
    - 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 behavioralmental 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.
- [10.12.](#) 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-~~06709910~~.
  - 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.

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- 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.
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- 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 [Assisted Outpatient 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 Ceare 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.

~~4.~~ 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 evelop 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.~~ 4.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, Face-Time, 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 5<sup>th</sup> 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 31<sup>st</sup> 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](http://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](mailto:HCABHASO@hca.wa.gov)





## SALISH BH-ASO POLICIES AND PROCEDURES

<b>Policy Name:</b> Salish Youth Network Collaborative (SYNC)	<b>Policy Number:</b> CL213
<b>Effective Date:</b> 02/24/2023	
<b>Revision Dates:</b>	
<b>Reviewed Date:</b>	
<b>Executive Board Approval Dates:</b>	

### 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.cognitofrms.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](mailto: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**

<b>Policy Name:</b> QUALITY MANAGEMENT PLAN	<b>Policy Number:</b> QM701
<b>Effective Date:</b>	
<b>Revision Date(s):</b> 3/5/2020; 4/8/2021, 5/1/2023	
<b>Reviewed Date:</b> 7/16/2019; 2/24/2022	
<b>Executive Board Approval Dates:</b> 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



## SALISH BH-ASO POLICIES AND PROCEDURES

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.



## SALISH BH-ASO POLICIES AND PROCEDURES

### SUMMARY OF MONITORING TOOLS AND TIMELINES

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





## 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.



## SALISH BH-ASO POLICIES AND PROCEDURES

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

**Policy Number:** PS901

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

**Revision Date(s):** 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.

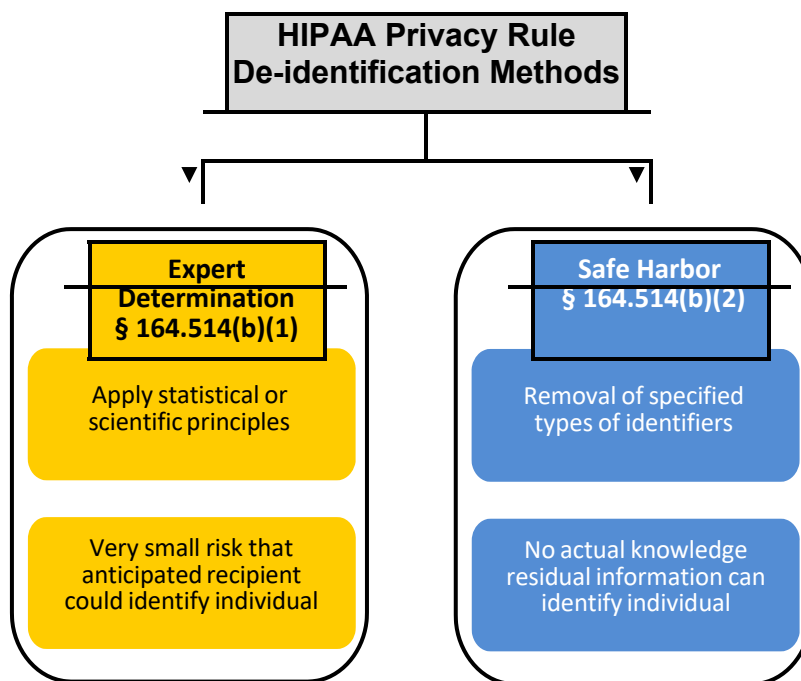
6.5 **Examples.** Salish BH-ASO acts as a Business Associate for its Upstream Covered Entities. Additionally, Salish BH-ASO contracts with Subcontractor Business Associates.

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).

~~31-29.~~ **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:
- ~~35.5.1~~33.5.1 Management activities relating to implementation of and compliance with the requirements of the HIPAA Privacy Rule;
  - ~~35.5.2~~33.5.2 Customer service, including the provision of data analyses for policyholders, plan sponsors, or other customers, as long as PHI is not disclosed to the policyholder, plan sponsor, or customer;
  - ~~35.5.3~~33.5.3 Resolution of internal grievances;
  - ~~35.5.4~~33.5.4 Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a Covered Entity or, following completion of the sale or transfer, will become a Covered Entity; and
  - ~~35.5.5~~33.5.5 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 globin, ultrasound screening, other preventive services, cardiac rehabilitation, kidney disease education, personalized prevention plan and home infusion; diagnostic x-rays; x-ray, radium and radioactive isotope therapy; surgical dressings, splints and casts; durable medical equipment; ambulance services; prosthetic devices; braces and artificial limbs and eyes; pneumococcal vaccine; certified registered nurse anesthetist services; certain custom molded shoes; screening mammography; pap smear and screening pelvic exam; and bone mass measurement; or

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

37-35. 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:~~

- ~~51.047.0~~ Names;
- ~~51.147.1~~ Postal addresses other than town/city, State, and zip code;
- ~~51.247.2~~ Telephone numbers;
- ~~51.347.3~~ Fax numbers;
- ~~51.447.4~~ Email addresses;
- ~~51.547.5~~ Social Security numbers;
- ~~51.647.6~~ Medical record numbers;
- ~~51.747.7~~ Health plan beneficiary numbers;
- ~~51.847.8~~ Account numbers;
- ~~51.947.9~~ Certificate/license numbers;

- 51.1047.10 Vehicle identifiers and serial numbers, including license plate numbers;
- 51.1147.11 Device identifiers and serial numbers;
- 51.1247.12 Web Universal Resource Locators (URLs);
- 51.1347.13 Internet Protocol (IP) address numbers;
- 51.1447.14 Biometric identifiers, including finger and voice prints; and
- 51.1547.15 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.

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

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

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

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

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

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

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

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

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

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

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

If you have questions, want more information, or want to report a problem about the handling of your medical information, you may contact the [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](tel:360-481-6561) ([salish@obhadvocacy.org](mailto: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.*



**SALISH BEHAVIORAL HEALTH**  
**ADMINISTRATIVE SERVICES ORGANIZATION**  
**EXECUTIVE BOARD**  
**MEETING**

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**DATE:** Friday, September 15, 2023  
**TIME:** 9:00 AM – 11:00 AM  
**LOCATION:** Jamestown S’Klallam Red Cedar Hall Alderwood Room  
1033 Old Blyn Hwy, Sequim, WA 98382

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

***\*\*Please use this link to download ZOOM to your computer or phone:  
<https://zoom.us/support/download>.\*\****

Join Zoom Meeting:

<https://us06web.zoom.us/j/89283185750?pwd=aTFMYVpCZjB1WWU0dFhRcCtZSW8zZz09>

Meeting ID: 892 8318 5750

Passcode: 111957

**USE PHONE NUMBER and MEETING ID TO JOIN BY PHONE:**

Dial by your location: 1-253-215-8782

Meeting ID: 892 8318 5750

Passcode: 111957

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**AGENDA**

[Salish Behavioral Health Administrative Services Organization – Executive Board](#)

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Minutes for May 19, 2023 (Attachment 5)
6. Action Items
  - a. Advisory Board Co-Responder RFP Review Committee Recommendations
  - b. Opioid Abatement Council (OAC) Approval of Clallam and Jefferson County Spending Plans (Attachment 6.b)
  - c. Renewal of SBH-ASO Interlocal Agreement (Attachment 6.c)
7. Informational Items
  - a. Trueblood Phase 3 Implementation
  - b. Assisted Outpatient Treatment Expansion
  - c. 2024 Board Meetings
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment



## ACRONYMS

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

[Full listing of definitions and acronyms](#)



Salish Behavioral Health  
Administrative Services Organization

## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

### EXECUTIVE BOARD MEETING

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**Friday, September 15, 2023**

#### **Action Items**

##### **A. ADVISORY BOARD CO-RESPONDER RFP REVIEW COMMITTEE RECOMMENDATIONS**

SBH-ASO released an RFP to fund a single Co-Response program within the region on June 8, 2023. This RFP required contracting with law enforcement or first responder (Fire or EMS) agency to pair a mental health professional with a law enforcement officer or first responder (Fire/EMS) to respond to behavioral health emergencies within the community.

The period of performance is October 1, 2023, through June 30, 2025. The RFP closed on July 27th, 2023. SBH-ASO received a single proposal for this funding from Poulsbo Fire Department. Poulsbo Fire received funding under the previous RFP and were requesting a continuation of the current program. The proposal was reviewed by the Salish Behavioral Health Advisory Board RFP Review Committee on August 18, 2023. The Review Committee unanimously agreed to recommend approval of the proposal to the Executive Board.

##### **B. OPIOID ABATEMENT COUNCIL (OAC) APPROVAL OF CLALLAM AND JEFFERSON COUNTY SPENDING PLANS**

Opioid Settlement funding is allocated 50% to the State and 50% to local governments. The Health Care Authority and the Department of Health are responsible for planning for the use of the State's allocation.

Kris Shera is the State Opioid Administrator with the Health Care Authority. Mr. Shera is responsible for developing the State Opioid Response Plan and has been actively involved with the Opioid Settlement work for more than 4 years. Mr. Shera will present information on the State's Opioid Response Plan and plans for HCA's allocation of Opioid Settlement funding.

In accordance with One Washington MOU, a Regional Opioid Abatement Council (OAC) was formed to allow local governments within the Salish Region to receive their funds. An interlocal agreement was executed between Clallam, Jefferson and Kitsap Counties which designates SBH-ASO as the Regional Opioid Abatement Council. Each county within the Salish Region has a distinct annual funding allocation.

The Regional OAC is responsible for:

- Overseeing distribution of the funds

- Reviewing expenditure reports for compliance with Approved Uses
- Reporting and making public all decisions regarding Opioid Fund applications, distributions, and expenditures
- Developing and maintaining a centralized public data dashboard for the publication of expenditure data
  - If necessary, may require collection of additional outcome related data.
- Hearing complaints by Participating Local Governments within the Region regarding alleged failure to use the funds for approved uses or comply with reporting requirements.

During the May 19, 2023, Executive Board Meeting, staff proposed 2 options for the management of each county's allocation.

Option 1:

The County develops a plan on how it wishes to utilize the funding in accordance with approved Opioid Remediation Uses, and the plan is approved by the BOCC.

The BOCC approved plan is presented to the SBH-ASO Executive Board for approval.

Once a plan is approved, County receives annual allocation, less 10% that OAC is required to reserve for administrative costs.

The County submits a semi-annual report of expenditures to SBH-ASO Staff, and any other data metrics identified by the Settlement Administrators. SBH-ASO Staff will use information from semi-annual reports to update OAC Data Dashboard.

SBH-ASO Staff will account for time and expenses associated with administering the county's opioid funds. Following the conclusion of the calendar year, SBH-ASO will release unspent funds previously reserved for administrative expenses.

Option 2:

SBH-ASO fully manages the county's allocation of opioid settlement funds.

This would include releasing and RFP and presenting recommendations to SBH-ASO Executive Board for approval.

SBH-ASO would manage subcontracts, invoices and all data collection.

Both Clallam and Jefferson Counties have made decisions regarding their preferred option, which is Option 1. Staff seeks the Board's approval of Clallam and Jefferson Counties' plans. SBH-ASO Staff are in the early stages of planning for Kitsap County's allocation.

Staff seeks approval of required data reporting prior to the release of settlement funds. The minimum data required by One Washington MOU include expenditure reporting and details surrounding applications and distribution of funds, such as

awards made via a request for proposal process. Staff does not recommend additional data reporting beyond what is required by the State MOU.

### C. RENEWAL OF SBH-ASO INTERLOCAL AGREEMENT

The term of the SBH-ASO Interlocal Agreement (KC-279-19-A) ends on December 31, 2023. This Interlocal Agreement was last amended, Amendment A, in December of 2021. Amendment A extended the term of the agreement to December 31, 2023, and reduced the number of Vice-Chairs as the prior language was impractical. The current agreement is attached.

Staff will draft an amendment extending the term of this agreement. Other edits can be incorporated at this time if the Board desires.

### **Informational Items**

#### A. TRUEBLOOD PHASE 3 IMPLEMENTATION

##### Background

All criminal defendants have the constitutional right to assist in their own defense. If a court believes a mental disability may prevent a defendant from assisting in their own defense, the court has the authority to put the criminal case on hold while an evaluation is completed to determine the defendant's competency.

Generally, if the evaluation finds the defendant competent, and the court agrees they are returned to stand trial, and if the court finds the evaluation shows the person is not competent, the court will order the defendant to receive mental health treatment to restore competency.

In April 2015, a federal court found that the Department of Social and Health Services was taking too long to provide these competency evaluation and restoration services.

As a result of the case Trueblood v. DSHS, the state has been ordered to provide court-ordered in-jail competency evaluations within 14 days and inpatient competency evaluation and restoration services within seven days of receipt of a court order. These Trueblood timeframes apply to people who are detained in jails awaiting a competency evaluation or restoration services. Many of the programs created because of Trueblood, however, also target people who have previously received competency evaluation and restoration services, who are released and at risk for re-arrest or re- institutionalization.

People who get the treatment and support they need when they need it are more likely to avoid becoming involved with the criminal system. Accordingly, increased demand for competency evaluations can be avoided if more individuals receive community-based treatment and support during times of crisis. Major goals of many of the programs covered in this report include providing variable levels of care to prevent overuse of the highest and most intensive level of care and providing care in the community whenever possible and appropriate.

On Dec. 11, 2018, the court approved an agreement related to contempt findings in this case. The Trueblood Contempt Settlement Agreement (Settlement Agreement or Agreement) is designed to move the state closer to compliance with the court's injunction. The Agreement includes a plan for phasing in programs and services. Roll out of such services during Phases 1 and 2 was guided by Final Implementation Plans. This Phase 3 Preliminary Implementation Plan establishes a framework from which Trueblood partners can draft a subsequent final implementation plan for Phase 3, as was done during other phases. That final plan must be submitted no later than 60 days following the last day of the Legislative Session.

### Implications for Salish Region

Salish and Thurston/Mason have been identified as a Phase 3 Regions. Based upon preliminary conversations with HCA, SBH-ASO staff anticipate HCA will pursue Trueblood related contracts with both SBH-ASO and local behavioral health providers.

SBH-ASO anticipates receiving a contract from HCA to orchestrate coordination efforts of the Trueblood Phase 3 Settlement Agreement Projects with the Salish Region. Annual funding in the amount of \$100,000 is anticipated to support this community coordination work. Additionally, SBH-ASO anticipates receiving funding in its core contract with HCA for "crisis enhancements" targeted to support Trueblood Class Members. SBH-ASO has been in communication with its contracted crisis providers regarding these funds and is collaborating with these providers in the development of a meaningful plan for use of these crisis enhancement funds.

HCA plans to directly contract with behavioral health providers for outpatient competency restoration programs ("OCRPs"), intensive case management ("FPATH"), and residential supports as described in the Contempt Settlement Agreement (such as "FHARPS") in 2024.

### B. 2024 BOARD MEETINGS

Staff will present tentative dates for 2024 meetings and seek Board Member input.

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

**Friday, May 19, 2023  
9:00 a.m. - 11:00 a.m.  
Hybrid Meeting  
7 Cedars Hotel, Bay Room  
270756 Hwy 101, Sequim, WA 98382**

**CALL TO ORDER** – Commissioner Mark Ozias, Chair, called the meeting to order at 9:02 a.m.

**INTRODUCTIONS** – Self introductions were conducted.

**ANNOUNCEMENTS** – None.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS** – None.

**APPROVAL of AGENDA** – Commissioner Mark Ozias

**MOTION: Commissioner Gelder moved to approve the agenda as presented. Commissioner Brotherton seconded the motion. Motion carried unanimously.**

**APPROVAL of MINUTES** –

**MOTION: Commissioner Gelder moved to approve the meeting notes as submitted for the March 17<sup>th</sup>, 2023 meeting. Commissioner Brotherton seconded the motion. Motion carried unanimously.**

**ACTION ITEMS**

**A. ADVISORY BOARD RFP REVIEW COMMITTEE RECOMMENDATIONS**

SBH-ASO released an RFP (request for proposals) for Federal Block Grant Funds in November 2022. The submission deadline was February 8, 2023. SBH-ASO had 7 provider agencies attend the mandatory bidders conference. The SBH-ASO Behavioral Health Advisory Board RFP Review Committee met on April 14th. This was a very challenging decision for committee due to the amount of funding requested and the limited availability of funds.

The Review Committee reviewed one proposal for Mental Health Block Grant funding. This request was recommended to be funded as requested for a total of \$38,350.

The Review Committee was tasked with the review of 11 proposals from 5 providers for Substance Abuse Block Grant. The funding requests totaled \$1,003,127. The available funding was \$300,000. The Review Committee chose to focus funding on direct treatment services and recovery supports in alignment with established priorities. The Review Committee determined \$200,000 would be allocated for direct treatment and \$100,000 for recovery supports. Funding was allocated to agencies based on county population and funding request amounts. Please see the attached table for recommendations.

Staff is requesting approval of the Advisory Board recommendations and authority to proceed with contract execution.

**MOTION: Commissioner Brotherton moved to approve recommendations from the Advisory Board RFP Review Committee for ARPA Block Grant funding. Commissioner Gelder seconded the motion. Motion carried unanimously.**

*Discussion about single proposal received for MHBG funding. Staff noted that last year no MHBG proposals were received. Generally, the MHBG funding amount is smaller with many competing grants seeking proposals in the same timeframe. Limited bandwidth requires agencies to be selective when choosing which grants to apply for.*

*When procurement planning took place, Staff estimated ARPA Block Grant allocations would be similar to COVID-Enhanced Block Grant, which allocated more SABG funds than MHBG funds. The opposite occurred this year; Staff anticipated \$500,000 in SABG funds but received only \$300,000. An overestimation of SABG funds may have contributed to a higher number of proposals.*

*Review of table displaying proposed funding requests and Advisory Board funding recommendations. Recommendations presented are specific to ARPA funding. Contracting will span from July 1, 2023 through the end of calendar year 2024.*

*For remaining funds that are not allocated, Staff will present a spending plan to the Advisory Board according to previously outlined priorities. Those recommendations will be presented to the Executive Board for approval.*

*Discussion around agencies that did not submit proposals for funding. Inquiry about whether Staff have outreached to agencies which did not apply to identify barriers. Staff noted that agency staff bandwidth was identified as the primary contributor to lack of proposals.*

*Inquiry regarding long-term sustainability of programs funded by time-limited ARPA funds. Staff intend to continue conversations with agencies about opportunities to expand teams using outside grants/funding sources in conjunction with ARPA funds.*

*Discussion about the efficacy of an RFP process model versus a more direct and strategic allocation process. Request for Staff to gather observations throughout their hybrid funding allocation process to share with the Executive Board at a future meeting. Plan for future reflection on the RFP process versus strategic allocation based on Advisory Board recommendations.*

*Gratitude to Advisory Board members and review committee for their hard work, especially considering the inability to meet all requests with the funding available.*

➤ **2023 POLICY AND PROCEDURE UPDATES**

HCA/BHASO Contract changes, WAC changes and overall SBH-ASO growth and process improvements necessitated Policy and Procedure updates. A spreadsheet has been included which summarizes the changes made to these Policies and Procedures.

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

- |       |  |
|-------|--|
| AD104 | Credentialing and Recredentialing of Providers |
| AD106 | Toll-free Crisis Line Management               |
| CL200 | Integrated Crisis Services                     |

CL201	Ensuring Care Coordination for Individuals
CL205	Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order
CL206	State Hospital and Long-term Community Care Coordination
CL207	Jail Transition Services
CL208	Telemedicine
CL212	Salish Regional Family Youth System Partner Round Table (FYSPRT)
CL213	Salish Youth Network Collaborative (SYNC)
CP302	Critical Incidents
FI504	Financial Management
FI505	Cost Allocation Plan
QM701	Quality Management Plan
UM810	Criminal Justice Treatment Account
PS901	Definitions for Policies Governing Protected Health Information (PHI)
PS902a	Notice of Privacy Practices

**MOTION: Commissioner Brotherton moved to approve suite of policy and procedure updates. Gelder seconded the motion. Motion carried unanimously.**

*In December of 2022, review of individual Policies and Procedures was delegated to staff members with associated subject matter expertise. Revision of Policies and Procedures occurred in anticipation of SBH-ASO's annual monitoring review by the Health Care Authority. A secondary review of Policies and Procedures was completed after receiving new Behavioral Health WACs that went into effect on May 1<sup>st</sup>. It is likely that a more robust revision will be presented to the Executive Board for approval in 2024.*

*Review of table outlining updates to existing Policies and Procedures and creation of new Policies and Procedures for the Family System Partner Round Table (FYSPRT) Program, Salish Youth Network Collaborative (SYNC) Program, Financial Management, and Cost Allocation Plan.*

*Discussion regarding the addition of next day appointment requirement to Policy and Procedure AD106 for Toll-Free Crisis Line Management. Following approval of HB 1688, HCA imposed a requirement for next-day appointments to be provided to individuals with an urgent mental health need. The Salish Regional Crisis Line (SRCL) is required to connect with a crisis agency that operates in the catchment area of the individual contacting the crisis line to connect them with a next-day appointment. There are many operational challenges to implementing this requirement. Health Care Authority and Office of Insurance Commissioner created a statewide workgroup to build the infrastructure to support the requirement, however, acknowledges that the designed infrastructure is unworkable. In the interim the SBH-ASO created temporary infrastructure that is more workable. The SRCL has routine communication with regional crisis agencies and is familiar with frequent callers and how to connect them with a next day appointment. The SRCL is*



separate from 988. 988 can transfer an individual to the SRCL to facilitate a next-day appointment if deemed necessary. The expectation is for 988 to provide a warm hand-off to the SRCL.

*Comment about 988 as a priority area for the National Association of Counties due to concerns with individuals being routed by area code. This concern may be addressed more successfully in the Salish region due to Volunteers of America serving as both the 988 and SRCL provider. Staff continue to discuss changes and status with VOA.*

*Question regarding increased workload related to expansion of Policy and Procedure CL201 as it relates to Long-term Community Care (LTCC). The primary challenge with LTCC settings is lack of notification when an individual is detained. Care coordination cannot occur until the individual or care provider contacts the SBH-ASO. Further challenges arise as individuals transition from involuntary treatment holds to LTCC settings, as SBH-ASO does not fund LTCC. Statewide ASO Hospital Liaisons have met with Eastern State Hospital and Western State Hospital to standardize protocols, however, have been advised to await further direction as DSHS is currently meeting with LTCC providers. Staff have focused on developing relationships with long-term care facilities to improve system coordination for individuals from the Salish region.*

*Request for more information about SYNC at a future Executive Board meeting.*

*Comment regarding sustainability of the Peer Pathfinder Transition from Incarceration Program using temporary ARPA funds. Staff will also share more information about Jail Transitions Services, including the Peer Pathfinder program at a future meeting.*

**MOTION: Commissioner Brotherton moved to approve the 2023 Policy and Procedure updates as presented. Commissioner Gelder seconded the motion. Motion carried unanimously.**

## INFORMATIONAL ITEMS

### ➤ **SALISH OPIOID ABATEMENT COUNCIL APPROVAL PROCESS**

The SBH-ASO Executive Board serves as the governing body of the Opioid Abatement Council (OAC). Staff proposes two options for managing each county's funds, in accordance with each county's preference.

#### **Option 1:**

The County develops a plan on how it wishes to utilize the funding in accordance with approved Opioid Remediation Uses, and the plan is approved by the BOCC.

The BOCC approved plan is presented to the SBH-ASO Executive Board for approval.

Once a plan is approved, County receives annual allocation, less 10% that OAC is required to reserve for administrative costs.

The County submits a semi-annual report of expenditures to SBH-ASO Staff, and any other data metrics identified by the Settlement Administrators. SBH-ASO Staff will use information from semi-annual reports to update OAC Data Dashboard.

SBH-ASO Staff will account for time and expenses associated with administering the county's opioid funds. Following the conclusion of the calendar year, SBH-ASO

will release unspent funds previously reserved for administrative expenses.

### **Option 2:**

SBH-ASO fully manages the county's allocation of opioid settlement funds.

This would include releasing an RFP and presenting recommendations to SBH-ASO Executive Board for approval.

SBH-ASO would manage subcontracts, invoices, and all data collection.

*Question regarding OAC governance and administrative costs. SBH-ASO serves as the OAC. In its role as the governing body of the SBH-ASO, the Executive Board will continue to provide approval of OAC contracting decisions and releasing of funds. Staff are still working to identify OAC administrative costs.*

*Inquiry about braiding Opioid Settlement funds into other existing funding sources instead of releasing an RFP, such as integrating funds into County 1/10<sup>th</sup> of 1% funds. Staff noted that braiding Settlement funds with funds attached to HCA contracts will create significant administrative burden in terms of potential credentialing and reporting requirements, which may not be practical given how limited funds are.*

*Conversations about use of funds continue to occur in Jefferson and Clallam Counties. In Kitsap County, Staff have been engaging with the Health District and other community workers with a plan to present information to the Kitsap Board of County Commissioners in the coming months.*

*Some Opioid Settlement funds have been received; however, Staff were awaiting clarification on data and reporting requirements before releasing funds. Additional conversation is needed around risk tolerance for counties that elect option. Clarification needed around how certain sections of the MOU and ILA agreements would be operationalized should a risk event occur.*

*Clallam County Health and Human Services anticipates presenting a version of option one to the Board of Health.*

*Comment regarding potential benefit of accumulating dollars over several years with the intent to fund something larger than would be possible from one annual distribution. Salish have received two payments for each county so far. Question around how the State plans to utilize their 50% of the settlement funds. An operating budget was recently released, but it is not clear who will receive those funds.*

*Staff will reach out to staff member at HCA that is responsible for managing Opioid Settlement funds to see if they can present at the next Executive Board meeting. Discussion around potentially opening that meeting to include other stakeholders from the counties so they can also receive information.*

### ➤ **SBH-ASO COMMUNITY SUMMITS**

SBH-ASO Leadership is planning to facilitate several Community Summits during the Summer and Fall of 2023. These summits will be opportunities for SBH-ASO to share information about available behavioral health resources within the community and solicit community input on

behavioral health related needs. Staff are planning to facilitate 2 summits per county between June and October 2023. Staff will share more information about current planning.

*Community partners in each county will have the opportunity to table at events. The intended audience is individual community members as well as community entities. The goal is to provide a forum for community members to learn what resources are available to them. Staff sent letters to social service agencies including domestic violence advocacy, housing agencies, and food banks with the intent of sharing a broad array of services with the community. Managed Care partners and FQHCs will be included in outreach.*

*A Zoom meeting will also be held for any community members unable to attend the in-person events.*

*Celeste Shoenthaler provided an Olympic Community of Health update. A more in-depth review of current work will be provided at the next Executive Board meeting.*

*Gratitude and farewells shared for Commissioner Gelder for his service in the Salish region over the past several years. Well wishes for his future endeavors.*

## **PUBLIC COMMENT**

- G'Nell Ashley thanked the Advisory and Executive boards on behalf of Reflections for the hard work to determine what entities were going to receive SABG dollars, recognizing that the funds were limited.

## **GOOD OF THE ORDER**

- ADD COMMENTS

**ADJOURNMENT** – Consensus for adjournment at 10:37 a.m.

## **ATTENDANCE**

<b>BOARD MEMBERS</b>	<b>STAFF</b>	<b>GUESTS</b>
Commissioner Mark Ozias	Stephanie Lewis, SBH-ASO Administrator	Jenny Oppelt, Clallam County HHS
Commissioner Greg Brotherton	Jolene Kron, SBH-ASO Deputy Admin/Clinical Director	Kate Jasonowicz, CHPW
Commissioner Robert Gelder	Nicole Oberg, SBH-ASO Program Specialist	Lori Fleming, Jeff Co. CHIP
Celeste Schoenthaler, OCH Executive Director	Kelsey Clary, SBH-ASO R.E.A.L. Program Administrator	G'Nell Ashley, Reflections
<b><i>Theresa Lehman Excused.</i></b>		

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

## Washington opioid settlement frequently asked questions (FAQ)

As part of Washington’s work to mitigate harm caused by the opioid crisis, the Attorney General’s Office (AGO) has been working on behalf of the state to seek damages from opioid pharmaceuticals and distribution companies for their role in the rise of opioid use.

Answers to common questions about these settlements are below. As new questions arise, this list will be updated.

### FAQ

The following responses have been updated as of 01/06/2023.

Question	Answer	Revision date
1	Which agency is leading the lawsuits and settlements related to the opioid epidemic?	09/16/2022
	The AGO is the lead agency for the lawsuits that will bring opioid settlement funds to Washington. Local governments involved in the lawsuits have separate representation.	
2	Will the state and local governments coordinate how the settlement funds are used?	10/12/2022
	The 125 eligible cities and counties that signed onto the distributors settlement are covered by a memorandum of understanding (MOU) that outlines a process for local/regional planning efforts. The 50% of abatement funds distributed to local governments, per the allocation agreement, can be found here in <a href="#">Exhibit B</a> of the MOU. All 125 of these cities and counties signed onto the MOU as of 10/3/22.  While there is not yet an official coordinating body comprised of state and local officials, it is anticipated that state planning efforts will engage in a coordinated way with local and regional Opioid Advisory Councils in the future. Details about engagement and collaboration with local/regional entities are emerging and will be shared when available.	
3	Which agency is leading the allocation and distribution of settlement funds to address the opioid epidemic?	09/16/2022
	The Health Care Authority is steward of the <a href="#">State Opioid and Overdose Response Plan (SOORP)</a> , with support from other state agencies. Because of this, the Health Care Authority was named the lead agency for processes related to use and distribution of the funds. <a href="#">Kris Shera</a> is the point of contact.	

Question	Answer	Revision date
<p>4 Who is the lead for the local settlement amounts and which local governments are receiving funds?</p>	<p>We have not yet identified a lead organization to collaborate with local governments. We do expect to work with Association of Washington Cities and Washington State Association of Counties in some way.</p> <p>Other settlements will have payment structures that send money to local/regional entities. These payment structures and the ways we will work with local/regional entities are still in development.</p>	<p>09/16/2022</p>
<p>5 Are there guidelines for how the funds can be used?</p>	<p>Each settlement will have nearly identical approved uses and strategies that are in alignment with the SOORP.</p> <p><b>Distributor settlement - Abatement</b></p> <p>As other settlements are resolved and move towards payments to the state, strategies, guidelines, and approved uses contained in the settlement agreements will be posted.</p>	<p>09/16/2022</p>
<p>6 How will decisions be made to use the funds in Washington?</p>	<p>The legislature will approve final use of the 50% of abatement funds and returned AGO attorney fees.</p> <p>The SOORP workgroups (made up of subject matter experts and stakeholders from tribal and local communities) provided recommendations to the SOORP executive sponsors (key state agencies and academia). The executive sponsors then sent their resulting recommendations to the Office of the Governor. The Governor’s budget includes a set of recommendations for use of the funds for consideration and approval by the Legislature.</p> <p>Opioid settlement items found in DOH and HCA budgets. In the HCA agency recommendation summary, opioid settlement uses are marked “DS” and can be viewed <a href="#">here</a>.</p> <p>In the DOH agency recommendation summary, opioid settlement uses are marked with “Settlement” and can be viewed <a href="#">here</a>.</p> <p>A strategy will be put into place that allows for sustained community engagement in subsequent years of the settlements.</p>	<p>01/06/2023</p>
<p>7 How many settlements are there?</p>	<p>The settlements that we currently know about are the following:</p> <ol style="list-style-type: none"> <li><b>Distributors</b></li> </ol>	<p>09/16/2022</p>

Washington opioid settlements frequently asked questions (FAQ)  
01/06/2023

Question	Answer	Revision date
	<p>2. <a href="#">Purdue Bankruptcy Agreement</a></p> <p>3. <a href="#">Mallinckrodt</a></p> <p>There may be additional settlements. Settlements can be tracked <a href="#">here</a>.*</p> <p><i>*This tracking webpage is independently run and is not affiliated with any state agency. Any information here is the opinion of Christine Minhee.</i></p>	
<p>8 Which settlements are final, and which are in process?</p>	<p>The distributors settlement is the only settlement that will begin payments on December 1, 2022.</p> <p>All other settlements have unknown time frames for resolution.</p>	<p>10/12/2022</p>
<p>9 How much are each of the settlements?</p>	<p>The distributors settlement total is \$518 million dollars, which will be distributed over time. These funds are split between the state, local &amp; regional entities, and some attorney’s fees.</p> <p>Amounts for all other settlements are not final.</p>	<p>09/16/2022</p>
<p>10 Will Washington receive any funds between 2022-2023?</p>	<p>The first payments will be made to state and local governments on December 1, 2022. The state and local entities will each receive about \$18.84 million in December 2022. The state will also receive about \$18.4 returned attorney fees from the AGO. The amounts distributed in the future will vary from year to year.</p>	<p>10/12/2022</p>
<p>11 What is the schedule for releasing the funds to the state?</p>	<p>The first payment of funds from the distributors settlement will be remitted on December 1, 2022. Annual payments will then be made on July 15, 2023, and continue for 17 years.</p> <p>All other settlements do not have finalized amounts and disbursement or remittance schedules.</p>	<p>10/12/2022</p>
<p>12 Where can I get information on the local settlement funds and decision-making process in my community?</p>	<p>Currently, there is not a central source of information for what local government may or may not do with settlement funds.</p> <p>The Health Care Authority and the Department of Health are committed to collaborating with cities and counties across the state with respect to the use of opioid settlement funds to maximize efficient use and reduce duplicative spending. We anticipate creating a meaningful venue for the collaboration with cities and counties, and once</p>	<p>09/16/2022</p>

Washington opioid settlements frequently asked questions (FAQ)  
01/06/2023

Question	Answer	Revision date
	this has been developed, it will be shared with the public.	
13 How can I participate in developing the recommendations for how to use the settlement funds?	Anyone can provide comments to a SOORP workgroup by contacting the workgroup leads <a href="#">listed in the plan</a> . These workgroups provide input on work from a variety of funding sources, including opioid settlement funds.	09/16/2022
14 What is the timeline for developing recommendations for 2022-2023?	SOORP workgroups submitted recommendations to the executive sponsors on September 23, 2022. There were two Tribal Roundtables and a formal consultation during the month of October 2022. The executive sponsors of SOORP finalized the recommendations and forward the information to the governor’s office on November 4, 2022.	01/06/2023
15 Will Tribes have opportunities to provide input on the uses of state and local distributors settlement funds beyond the current formal consultation process scheduled in October of 2022?	Absolutely. The distributors settlement will be making payments to Washington State for 17 years. During that time, it is anticipated that several other settlements will resolve and begin payments. There will be future consultations if the Tribes make a request, as we are committed to collaborating with Tribes in the future. Tribes are also able to engage the Governor’s Office and the Legislature at their discretion.	10/14/2022
16 Do Tribes have their own settlement agreement with the distributors?	Yes. Some Tribes in Washington joined a national Tribal opioid settlement agreement with the distributors. Tribes were represented by their attorneys in settlement negotiation processes. Questions related to the nature of the national <a href="#">Tribal Opioid Settlement</a> should be directed to them.	10/14/2022
17 Why were Tribes not included in the distributions from the Washington Distributors Settlement Agreement?	The Tribes have a separate national Tribal opioid settlement agreement with the distributors. The distributors will not settle with the same parties twice.	10/14/2022
18 How do I ask additional questions?	The <a href="#">Washington State Opioid Settlements page</a> has a contact form where we encourage you to submit your question.	01/06/2023

**INTERLOCAL AGREEMENT  
for the  
SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION**

**ARTICLE I. PURPOSE OF AGREEMENT**

The undersigned parties hereby establish a Behavioral Health Administrative Services Organization (“BHASO”) for the purpose of contracting with the Washington State Health Care Authority (HCA) to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment act, for all individuals in the regional service area established under 74.09.870 RCW.

**ARTICLE II. MEMBERSHIP**

This organization shall be named the Salish Behavioral Health Administrative Services Organization and shall consist of the following parties:

KITSAP COUNTY  
Kitsap County Courthouse  
614 Division Street  
Port Orchard, Washington 98366

CLALLAM COUNTY  
Clallam County Courthouse  
223 East Fourth Street  
Port Angeles, Washington 98362

JEFFERSON COUNTY  
Jefferson County Courthouse  
Jefferson and Cass Streets  
Port Townsend, Washington 98368

JAMESTOWN S’KLALLAM TRIBE  
1033 Old Blyn Hwy.  
Sequim, WA 98382

**ARTICLE III. AREA TO BE SERVED**

The regional service area established under 74.09.870 RCW shall consist of:

- A. Kitsap County – 392.70 square miles
- B. Clallam County – 1,752.50 square miles
- C. Jefferson County – 1,805.20 square miles

**ARTICLE IV. CERTIFICATION OF AUTHORITY**

Parties, by signatures, certify that they possess full legal authority, as provided by federal, state, tribal and local statutes, charters, codes or ordinances, to enter into this agreement.



**ARTICLE V. POWERS, FUNCTIONS AND RESPONSIBILITIES OF BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION**

The BHASO shall exercise such powers, functions, and responsibilities as necessary to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment act and related regulations for all individuals in the regional service area established under 74.09.870 RCW.

**ARTICLE VI. BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION BOARD**

There shall be a BHASO Board ("Board"), which shall constitute the executive body of the Salish BHASO. The Board shall exercise all executive powers, functions, and responsibilities necessary for conducting the BHASO, except those expressly delegated by the Board to their contractors, subcontractors, grantees, subgrantees, agencies, organizations, or individuals, for all activities established pursuant to chapters 71.05 and 71.24 RCW and regulations promulgated thereto. The Board may establish bylaws as necessary for conducting its meetings.

- A. Membership:** The Board shall be composed of one elected commissioner from each of the three aforementioned counties (with a specific commissioner as alternate member for each county) and one elected tribal official representing the various tribes in the three counties. There shall be a total of four voting members.
- B. Voting:** Each voting member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote at a meeting where a quorum is present.
- C. Quorum:** A quorum shall consist of a total of not less than three members representing three of the four voting parties to this Agreement.
- D. Chair and Vice-Chair:** Annually, the Board shall elect a Chair and Vice-Chair by majority vote. Officers of the Board shall be composed of one elected member from each county and from the tribe serving as the Tribal Liaison, and officers shall rotate annually through ascension unless otherwise agreed.
- E. Meetings:** The Board shall meet at such times and places as determined by the Board. In the absence of the Chair, the Vice-Chair shall preside over meetings.
- F. Powers, Functions, and Responsibilities:** The Board's powers, functions, and responsibilities (either jointly with the counties and participating tribes or independently) include, but are not limited to:
  - (1) Establishing, policies, priorities, goals, and objectives of the BHASO and the programs and services to be operated by the BHASO in cooperation with the agencies, entities or individuals providing or implementing the programs and services.

- (2) Establishing and implementing policies and procedures for planning, administering, monitoring, and evaluating programs and services.
- (3) Overseeing the implementation and enforcement of quality assurance policies.
- (4) Establishing and overseeing financial management policies and procedures in order to prevent financial harm to the BHASO and its constituent entities – for example, insolvent contractors and cost-overruns.
- (5) Reviewing and approving comprehensive plans and modifications thereto.
- (6) Approving applications for funds to be submitted and all contracts and agreements related thereto with the Washington State Health Care Authority and other departments and agencies of state, local or participating tribal governments, as may be required.
- (7) Undertaking such other functions as may be deemed appropriate for the discharge of the BHASO's duties and responsibilities under law and regulations.
- (8) Delegating such functions and responsibilities, along with adequate funding, to agencies, individuals or committees, as deemed appropriate for effective administration.
- (9) Approving all BHASO-wide grants, subgrants, contracts and agreements relating to the expenditure of behavioral health services funding received from the state.
- (10) Taking no action that would in any way limit service agencies from applying for and receiving grants from outside sources which are designed to enhance their ability to provide local services, except to the extent required or authorized by law or contract.

**G. Conflicts of Interest:**

- (1) Each member of the Board must be free from conflicts of interest and from any appearance of conflicts of interest between personal, professional and fiduciary interests. Members of the Board must act within the best interests of the BHASO and the consumers served.
- (2) If a conflict of interest, or the appearance of a conflict of interest, becomes evident, the Board member shall announce the conflict and refrain from discussion and voting on that issue.
- (3) If a conflict of interest, or the appearance of a conflict of interest, becomes evident, the Board may assign the matter to others, such as an alternate commissioner from his or her jurisdiction who does not have a conflict of interest.

**ARTICLE VII. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY**

The Kitsap County Board of Commissioners is designated as the grant recipient and administrative entity of the BHASO, and shall exercise such duties and responsibilities

as set forth in this Agreement, chapters 71.05 and 71.24 RCW, and other applicable law and rules. This includes authority to:

- A. Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington, to include the execution of all contracts. Funds shall be administered in adherence with applicable law and any policies or regulations established by the financial administrator (Kitsap County) for the BHASO.
- B. Carry out all necessary functions for operation of the program including, but not limited to:
  - (1) Executing grants, subgrants, contracts, and other necessary agreements as authorized by the Board, as necessary to carry out BHASO functions.
  - (2) Employing administrative staff to assist in administering the programs authorized by the Board.
  - (3) Organizing staffing and hiring qualified persons for that staffing, as authorized by the Board.
  - (4) Developing procedures for program planning, operating, assessment and fiscal management, evaluating program performance, initiating any necessary corrective action for subgrantees and subcontractors, determining whether there is a need to reallocate resources, as directed by the Board, and modifying grants, consistent with goals and policies developed by the Board.
- C. Subcontract to the signatory parties such functions as may be deemed appropriate by the Board. This may include planning and providing services directly or subcontracting for local services within the parties' funding allocations.

## **ARTICLE VIII. ALLOCATION OF FUNDS**

All funds granted to the BHASO pursuant to chapters 71.05 and 71.24 RCW or other provision of law shall be allocated and expended among participating counties and tribes for programs and services for which they are intended, according to federal, state, and tribal formulas, approved plans, grants, and all pertinent laws and rules.

Funds currently received by each county, or providers located in each county, shall be allocated by the BHASO for services within that county. Millage, mental health sales tax, current expense contributions to mental health programs by county government, and the Involuntary Treatment Act ("ITA") maintenance of effort funds shall be retained by each county and dispensed by the Board of Commissioners thereof; provided, however, that current ITA maintenance of effort funds must continue to be appropriated for ITA services.

New funds which become available as a result of attaining BHASO status shall, after review of state guidelines, be allocated by the Board to fund programs in each of the three counties. However, by majority vote, the Board may redirect funds for region-wide services, to fund particular programs in individual counties, or to prioritize access to behavioral health services for citizens residing within the Salish BHASO region.

**ARTICLE IX. LIABILITY, INDEMNIFICATION AND INSURANCE**

- A. Sovereign Immunity:** Each party to this Agreement consents to a limited waiver of sovereign immunity for enforcement of the provisions of this Agreement, and this Agreement only, against it by any other party or parties to this Agreement. For this purpose only, each party consents to the personal jurisdiction of the Tribal Courts and the courts of competent subject matter jurisdiction of the State of Washington.
- B. Joint and Several Liability for Contract Oversight:** Each party to this Agreement is responsible for overseeing the operations of the BHASO to provide services under chapters 71.24 RCW and other applicable law and rules. The parties shall be jointly and severally liable for debts, liabilities and obligations incurred by the BHASO which arise under chapters 71.05 and 71.24 RCW and other applicable law and rules, and with respect to the grants, contracts, or agreements administered pursuant hereto.
- C. Indemnification:** Each party to this Agreement agrees to defend and indemnify the other parties and their elected and appointed officials, officers and employees against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligent performance of this Agreement by the indemnitor or its elected or appointed officials, officers and employees. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.
- D. Purchase of Independent Insurance:** Kitsap County, as the administrative entity, shall obtain and maintain throughout the term of this Agreement, general liability and professional liability or malpractice (errors and omissions) insurance coverage in the total amount of not less than \$1,000,000 per occurrence for any acts or omissions occurring in behalf of, or related to, the member or BHASO's actions or responsibilities relating to the provision of services under this Agreement. Each party to this Agreement shall be a named insured under the policy. This coverage shall be the primary coverage in order to shield the individual interests of each party to this Agreement related to the provision of services, whether administrative or contractual, covered by this Agreement.
- E. Extended Coverage:** If the professional liability insurance policy to be purchased and maintained by Kitsap County and described above is issued on a "Claims-Made" basis, then each policy must have a Retroactive Date of, or prior to, the effective date of this Agreement. Furthermore, for each such "Claims-Made" policy purchased and maintained by Kitsap County, a Supplemental Extended Reporting Period ("SERP") shall be purchased, with an Extended Reporting Period of not less than three years. In the event the Claims-Made policy is cancelled, non-renewed, switched to an Occurrence form, retroactive date advanced or there is any other event triggering the right to purchase a SERP policy

during the term of this Agreement, then Kitsap County agrees its insurance obligation shall survive the completion or termination of the term of this Agreement for a minimum of three years.

- F. Miscellaneous:** The BHASO shall assure the coverage applies to claims after termination or expiration of the Agreement that relate to services pursuant to this Agreement and any other agreements of the BHASO. The BHASO shall be solely responsible for any premiums or deductible amounts required under such policies; such costs or normal business expenses are to be paid out of BHASO funds. Evidence of such insurance shall be promptly provided to any member upon its written request. BHASO shall not permit any such policy to lapse without first providing each member at least thirty calendar days' written notice of its intention to allow the policy to lapse. Each Board member shall be a covered insured for any and all official acts performed by such individual under this Agreement.
- G. Other Insurance Non-Contributory:** Any coverage for third party liability provided by any Memorandum of Coverage or program of joint self-insurance provided to Jefferson and/or Clallam counties by a chapter 48.62 RCW Risk Pool shall be non-contributory to the insurance otherwise mandated by this section and the insurance otherwise mandated by this section shall be deemed primary for all claims, demands, actions, or lawsuits generated against the BHASO or the parties to this Agreement.

#### ARTICLE X. EFFECTIVE DATE AND DURATION AND AMENDMENT

- A. Effective Date and Duration:** This Agreement shall take effect upon the date of its full execution and shall expire December 31, 2023, unless extended in writing by the parties hereto.
- B. Amendment:** This Agreement may be amended from time to time in accordance with the written agreement of all of the parties hereto.

#### ARTICLE XI. PARTY'S RIGHT TO WITHDRAW FROM BHASO

- A. Right to Withdraw; Prior Notice Required:** Any party to this Agreement may withdraw from the BHASO and terminate its participation under this Agreement at any time, subject to the survival of any duty, obligation or liability it incurred prior to the effective date of termination; and provided that (a) the terminating party provides written notification to each of the other parties of the terminating party's intention to withdraw at least 120 days prior to the proposed effective date of such termination and (b) such notification is received at least 120 days prior to the expiration of the current fiscal grant year period.
- B. Return of Funds:** In the event that a party withdraws from the BHASO, such funds which are budgeted for services in that party's jurisdiction shall be deleted from the BHASO budget through contract amendment. These funds shall be returned to the Washington State Health Care Authority which shall then become responsible for service delivery in that jurisdiction.

- C. Access to Services:** If a party withdraws from the BHASO after a BHASO-wide service is established within that party's jurisdiction, such service shall be made available to the remaining parties on a contractual basis. If such service is located within the jurisdiction of remaining parties, it shall be made available to the withdrawn party on a contractual basis.
- D. Disposal of Fixed Assets:** If a party withdraws from the BHASO, such fixed assets of the BHASO as may be located within that jurisdiction shall be returned to the BHASO for use, while fixed assets not purchased with BHASO funds shall vest with the withdrawing party.

**ARTICLE XII. DISPOSITION OF ASSETS UPON DISSOLUTION OF BHASO**

In the event of dissolution of the entire BHASO, ownership of such fixed assets as may have been purchased with State funds shall revert to the State.

We, the undersigned, do hereby approve this Agreement and the terms and conditions contained herein, represent that we have the authority to enter into this Agreement and to perform all activities and functions contemplated herein, and do hereby undertake to conduct this BHASO for providing community behavioral health services in Kitsap, Clallam, and Jefferson counties and in tribal jurisdictions within those counties, all in accordance with applicable law and rules.

**KITSAP COUNTY BOARD OF COMMISSIONERS**

Approved this 24 day of January, 2022

**NOT PRESENT**

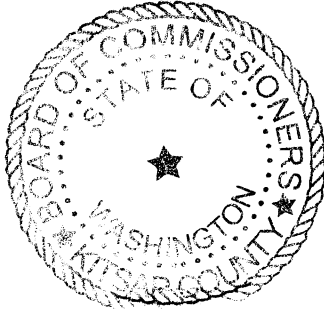
\_\_\_\_\_  
Edward E. Wolfe, Chair

*Charlotte Garrido*

\_\_\_\_\_  
Charlotte Garrido, Commissioner

*Robert Gelder*

\_\_\_\_\_  
Robert Gelder, Commissioner



ATTEST:

*Dana Daniels*

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

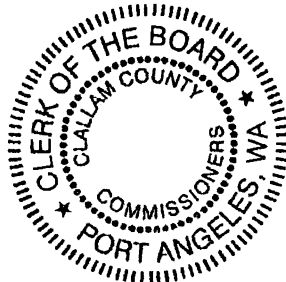
**CLALLAM COUNTY BOARD  
COMMISSIONERS**

DATED this 30 day of November, 2021.

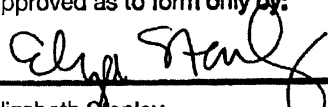
  
\_\_\_\_\_  
MARK OZIAS, Chair

  
\_\_\_\_\_  
RANDY JOHNSON, Commissioner

  
\_\_\_\_\_  
BILL PEACH, Commissioner



ATTEST:  
  
\_\_\_\_\_  
LONI GORES, Clerk of the Board

Approved as to form only by:  
  
\_\_\_\_\_  
Elizabeth Stanley  
Civil Deputy Prosecuting Attorney  
Clallam County



**JEFFERSON COUNTY BOARD OF COMMISSIONERS**

DATED this 3rd day of January, <sup>2022</sup>~~2021~~

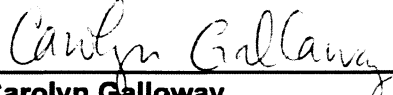
  
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**KATE DEAN, Commissioner**

  
\_\_\_\_\_  
**GREG BROTHERTON, Commissioner**

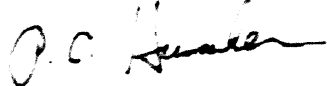
  
\_\_\_\_\_  
**HEIDI EISENHOUR, Chair**

**SEAL:**

**ATTEST:**

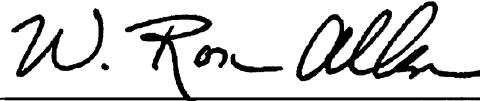
 1/3/22  
\_\_\_\_\_  
**Carolyn Galloway** **DATE**  
**Clerk of the Board**

**Approved as to form only:**

 December 16, 2021  
\_\_\_\_\_  
**Philip C. Hunsucker** **DATE**  
**Chief Civil Deputy Prosecuting Attorney**

**JAMETOWN S'KLALLAM TRIBE**

**DATED** this 10 day of December, 2021.

A handwritten signature in black ink that reads "W. Ron Allen". The signature is written in a cursive style with a large, sweeping "W" and "A".

**W. RON ALLEN, TRIBAL CHAIR/CEO**



**SALISH BEHAVIORAL HEALTH**  
**ADMINISTRATIVE SERVICES ORGANIZATION**  
**EXECUTIVE BOARD**  
**MEETING**

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**DATE:** Friday, December 8, 2023  
**TIME:** 9:00 AM – 11:00 AM  
**LOCATION:** Jamestown S’Klallam Red Cedar Hall Alderwood Room  
1033 Old Blyn Hwy, Sequim, WA 98382

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

***\*\*Please use this link to download ZOOM to your computer or phone:  
<https://zoom.us/support/download>.\*\****

Join Zoom Meeting:

<https://us06web.zoom.us/j/89283185750?pwd=aTFMYVpCZjB1WWU0dFhRcCtZSW8zZz09>

Meeting ID: 892 8318 5750

Passcode: 111957

**USE PHONE NUMBER and MEETING ID TO JOIN BY PHONE:**

Dial by your location: 1-253-215-8782

Meeting ID: 892 8318 5750

Passcode: 111957

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**A G E N D A**

[Salish Behavioral Health Administrative Services Organization – Executive Board](#)

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Minutes for September 15, 2023 (Attachment 5)
6. Action Items
  - a. Extension of Advisory Board Member Term
  - b. Approval of Medicaid Budget for 2024 (Attachment 6.b)
  - c. Approval of Non-Medicaid Budget for 2024 (Attachments 6.c.1 and 6.c.2)
7. Informational Items
  - a. Leadership Transition
  - b. Annual Code of Conduct Review (Attachments 7.b.1 and 7.b.2)
  - c. Naloxone Update
  - d. Community Outreach Events
  - e. Advisory Board Update
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

## ACRONYMS

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

[Full listing of definitions and acronyms](#)



Salish Behavioral Health  
Administrative Services Organization

**SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES  
ORGANIZATION**

**EXECUTIVE BOARD MEETING**

Providing Behavioral Health Services in  
Clallam, Jefferson and Kitsap Counties

**Friday, December 8, 2023**

**Action Items**

**A. EXTENSION OF ADVISORY BOARD MEMBER TERM**

Sandy Goodwick represents Clallam County. Sandy has been a member of the SBHASO Advisory Board since the inception of the SBHASO in 2020. She also served as an Advisory Board member for the Salish BHO previously. Her current term expires December 31, 2023. Seeking approval to extend her term for 3 years from January 1, 2024 - December 31, 2026.

**B. APPROVAL OF MEDICAID BUDGET FOR 2024**

A summary of anticipated calendar year 2024 Medicaid Revenue and Expenditures is attached for the Board's review. Staff will review these documents in detail.

**C. APPROVAL OF NON-MEDICAID BUDGET FOR 2024**

A summary of anticipated calendar year 2024 non-Medicaid Revenue and Expenditures is attached for the Board's review. Staff will review these documents in detail.

**Informational Items**

**A. LEADERSHIP TRANSITION**

Stephanie Lewis gave her resignation effective December 1, 2023. She was a tremendous asset to the organization during a significant time of change. She will be missed.

Jolene Kron has been appointed as the new Administrator for Salish BHASO. We will be looking at reorganization over the next several months to enhance our current resources and support the future of the Salish BHASO.

**B. ANNUAL CODE OF CONDUCT REVIEW**

Each member of the Executive Board is asked to review the current code of conduct and sign the annual attestation. Please see the attached documents.

### C. NALOXONE UPDATE

Salish BHASO has been committed to providing support to individuals with opiate disorders. As an organization, we have been distributing naloxone to our communities over the past 4 years. We have distributed over 1000 naloxone kits so far in 2023. This has been achieved through a partnership with Washington Department of Health and funding from our Health Care Authority Contract. We recently received ten naloxone cabinets to support ease of distribution across the three counties. Staff is currently in the process of identifying interested parties and determining the best location to install these cabinets.

### D. COMMUNITY OUTREACH EVENTS

Salish BHASO staff completed six Community Summits/Resource Fairs in 2023. We provided an opportunity for community members, community organizations, and other parties to discuss behavioral health and related resources. Each event provided an opportunity for community agencies to provide information and participate in discussion. SBHASO staff provided a presentation on the role of the Salish BHASO. There was then an opportunity for the community to discuss needs and gaps in services. Some of the items that were discussed included housing concerns, substance use treatment access concerns, and general lack of information. We received positive feedback specific to providing a space for networking and engagement in each community.

Clallam County	Jefferson County	Kitsap County
<b>Port Angeles - June 28, 2023</b> 4:00 pm – 6:00 pm  Vern Burton Community Center 308 E. 4 <sup>th</sup> Street Port Angeles, WA 98362	<b>Quilcene – August 1, 2023</b> 4:00 pm – 6:00 pm  Quilcene Community Center 294952 Hwy 101 Quilcene, WA 98376	<b>Kingston – July 24, 2023</b> 4:00 pm – 6:00 pm  Village Green Community Center 26159 Dulay Road NE Kingston, WA 98346
<b>Forks – September 19, 2023</b> 4:00 pm – 6:00 pm  Forks Community Hospital 550 5 <sup>th</sup> Avenue Forks, WA 98331	<b>Chimacum – October 12, 2023</b> 4:00 pm – 6:00 pm  Tri-Area Community Center 10 West Valley Road Chimacum, WA 98325	<b>Bremerton – October 3, 2023</b> 4:00 pm – 6:00 pm  Marvin Williams Recreation Center 725 Park Avenue Bremerton, WA 98337

### E. ADVISORY BOARD UPDATE

SBHASO Advisory Board Chair, Jon Stroup, will provide an update on activities including recruiting and conference attendance by a Board member.

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

**Friday, September 15, 2023**

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

**Hybrid Meeting**

**Jamestown S’Klallam Red Cedar Hall Alderwood Room  
1033 Old Blyn Hwy, Sequim, WA 98382**

**CALL TO ORDER** – Commissioner Greg Brotherton, Vice Chair, called the meeting to order at 9:02 a.m.

**INTRODUCTIONS** – Self introductions were conducted.

**ANNOUNCEMENTS** – None.

**OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS** – None.

**APPROVAL of AGENDA** –

*Addition of Informational Item 7.d – Advisory Board Update*

**MOTION: Commissioner Ozias moved to approve the agenda as presented. Teresa Lehman seconded the motion. Motion carried unanimously.**

**APPROVAL of MINUTES** –

**MOTION: Commissioner Ozias moved to approve the meeting notes as submitted for the May 19, 2023 meeting. Teresa Lehman seconded the motion. Motion carried unanimously.**

**ACTION ITEMS**

**A. ADVISORY BOARD CO-RESPONDER RFP REVIEW COMMITTEE RECOMMENDATIONS**

SBH-ASO released an RFP to fund a single Co-Response program within the region on June 8, 2023. This RFP required contracting with law enforcement or first responder (Fire or EMS) agency to pair a mental health professional with a law enforcement officer or first responder (Fire/EMS) to respond to behavioral health emergencies within the community.

The period of performance is October 1, 2023, through June 30, 2025. The RFP closed on July 27th, 2023. SBH-ASO received a single proposal for this funding from Poulsbo Fire Department. Poulsbo Fire received funding under the previous RFP and were requesting a continuation of the current program. The proposal was reviewed by the Salish Behavioral Health Advisory Board RFP Review Committee on August 18, 2023. The Review Committee unanimously agreed to recommend approval of the proposal to the Executive Board.

**MOTION: Commissioner Ozias moved to approve recommendations from the Advisory Board RFP Review Committee for Co-responder funds. Teresa Lehmann seconded the motion. Motion carried unanimously.**

*Discussion around receiving one proposal in response to the Co-Responder RFP. Staff noted that it was somewhat surprising to receive only one proposal given the amount of outreach that occurred. However, agencies received many competing grant opportunities around the same time and expressed a lack of bandwidth to apply for all of them.*

*The Co-Response block grant was first received in July 2022 for only one year. Funding was not anticipated to continue. SBH-ASO was notified shortly before the 2023 grant cycle that additional Co-Response funding would be provided by the State. Staff adjusted existing RFP and re-procured to include Co-Response funds.*

➤ **OPIOID ABATEMENT COUNCIL (OAC) APPROVAL OF CLALLAM AND JEFFERSON COUNTY SPENDING PLANS**

Opioid Settlement funding is allocated 50% to the State and 50% to local governments. The Health Care Authority and the Department of Health are responsible for planning for the use of the State's allocation.

Kris Shera is the State Opioid Administrator with the Health Care Authority. Mr. Shera is responsible for developing the State Opioid Response Plan and has been actively involved with the Opioid Settlement work for more than 4 years. Mr. Shera will present information on the State's Opioid Response Plan and plans for HCA's allocation of Opioid Settlement funding.

In accordance with One Washington MOU, a Regional Opioid Abatement Council (OAC) was formed to allow local governments within the Salish Region to receive their funds. An interlocal agreement was executed between Clallam, Jefferson and Kitsap Counties which designates SBH-ASO as the Regional Opioid Abatement Council. Each county within the Salish Region has a distinct annual funding allocation.

The Regional OAC is responsible for:

- Overseeing distribution of the funds
- Reviewing expenditure reports for compliance with Approved Uses
- Reporting and making public all decisions regarding Opioid Fund applications, distributions, and expenditures
- Developing and maintaining a centralized public data dashboard for the publication of expenditure data
  - If necessary, may require collection of additional outcome related data.
- Hearing complaints by Participating Local Governments within the Region regarding alleged failure to use the funds for approved uses or comply with reporting requirements.

During the May 19, 2023, Executive Board Meeting, staff proposed 2 options for the management of each county's allocation.

Option 1:

The County develops a plan on how it wishes to utilize the funding in accordance with approved Opioid Remediation Uses, and the plan is approved by the BOCC. The BOCC approved plan is presented to the SBH-ASO Executive Board for approval.

Once a plan is approved, County receives annual allocation, less 10% that OAC is required to reserve for administrative costs.



The County submits a semi-annual report of expenditures to SBH-ASO Staff, and any other data metrics identified by the Settlement Administrators. SBH-ASO Staff will use information from semi-annual reports to update OAC Data Dashboard.

SBH-ASO Staff will account for time and expenses associated with administering the county's opioid funds. Following the conclusion of the calendar year, SBH-ASO will release unspent funds previously reserved for administrative expenses.

Option 2:

SBH-ASO fully manages the county's allocation of opioid settlement funds.

This would include releasing and RFP and presenting recommendations to SBH-ASO Executive Board for approval.

SBH-ASO would manage subcontracts, invoices, and all data collection.

Both Clallam and Jefferson Counties have made decisions regarding their preferred option, which is Option 1. Staff seeks the Board's approval of Clallam and Jefferson Counties' plans. SBH-ASO Staff are in the early stages of planning for Kitsap County's allocation.

Staff seeks approval of required data reporting prior to the release of settlement funds. The minimum data required by One Washington MOU include expenditure reporting and details surrounding applications and distribution of funds, such as awards made via a request for proposal process. Staff does not recommend additional data reporting beyond what is required by the State MOU.

**MOTION: Theresa Lehmann moved to approve Clallam and Jefferson spending plans as presented. Commissioner Rolfes seconded the motion. Motion carried unanimously.**

*Ken Shera, State Opioid Administrator, provided data, program updates, and budget highlights related to the State Opioid & Overdose Response Plan.*

*Discussion around Exhibit E, List of Opioid Remediation Uses, as a list of recommendations versus a prescriptive list. Other uses that mitigate harms caused by opioids may be permitted which are not included in Exhibit E. Comment about risk associated with use of funding outside of the guidelines in Exhibit E, noting a statement in the MOU that requires payback of any funds that are used for purposes outside of the strategies recommended.*

*Emphasis on engaging individuals with lived experience in Opioid & Overdose Response program development. Discussion around challenges with engaging those individuals. HCA provides financial remuneration for their time and expertise. Recommendation for State to also support engagement from those with lived experience by eliminating knowledge gaps through team building exercises or other activities as well as robust financial supports.*

*Question about the budget item related to medication for opioid use disorder in jails and associated technical support. Funding will likely include both designated FTEs to support jails with navigating licensing and certification processes, as well as a contract for training. This has not yet been finalized. Jails will eventually be able to leverage Medicaid funding for health care services with new rules that reinstate Medicaid coverage for incarcerated individuals 30-days prior to release.*

*Question regarding the payment schedule for the total settlement of \$500 million over 17 years. All settlements are front-loaded in the first year of payment; payments after the first biennium will decrease depending on the status of additional settlements.*

*Question regarding Opioid Treatment Program Expansion and the notification process for future RFPs to apply for funding. Jessica Blose is the best point-of-contact at HCA to request additional information.*

*HCA has hosted listening sessions with tribes regarding Opioid Settlement Tribal Funds, which constitute 20% of total settlement funds. It is anticipated that the funds will be divided equally amongst tribes and rural/urban Indian health programs.*

*To coordinate efforts, answer questions, and maintain communication across all stakeholders, HCA is considering hosting quarterly learning collaboratives, bringing together all OAC leaders, State leaders, and the Attorney General office regularly.*

*Staff shared information related to regional planning and decisions of the Salish Opioid Abatement Council, including required data reporting recommendations and each county's identified plan for management of their settlement allocation.*

*Question regarding the OAC structure. Similar to the SBH-ASO, the Executive Board is the governing body of the OAC. Staff assist with community engagement, communication with other counties, and administration of OAC activities.*

*Question about data reporting requirements related to contracting. Staff recommend that counties provide a report of the contracts awarded through an RFP process and the dollar amount. Additional reporting would be discretionary.*

*Question regarding whether counties have expressed concern with any element of proposed data reporting requirements. Staff have not yet conversed with Clallam and Jefferson County about reporting recommendations. The only reporting item not explicitly noted in the MOU is the brief narrative summary. The MOU requires annual reporting, however, increased flexibility in usage of funds would merit more frequent check-in. The Salish OAC Template supports data analysis and does not include additional reporting requirements.*

*Staff provided a review of the 2 options for management of each county's Opioid Settlement allocation as shared at the May 2023 Board meeting. The State MOU requires that the OAC reserve 10% of funding for administrative costs. At the end of the calendar year any funds not necessary to cover OAC administrative costs would be paid out to the respective county. Staff anticipate the ability to manage OAC activities using minimal administrative funding.*

*The State MOU notes that for local governments' funding to be released a regional OAC had to be created. In consultation, the counties identified the SBH-ASO to serve as the OAC. The SBH-ASO intends to reduce administrative overhead as much as possible.*

*The Board expressed consensus on the required data reporting as outlined by SBH-ASO.*

*Staff noted that the State MOU is intended to guide the process for all opioid-related settlements. The settlement management option identified by each county will be applied to all future settlement allocations.*

*Both Jefferson County and Clallam County have identified Option 1 for their management plan. Jefferson County plans to use funding to support the Behavioral Health Consortium Table to provide leadership, planning, and coordination. The BOCC plans to disperse remaining funds via RFP process. Clallam plans to use funding to support Harm Reduction Health Center and subcontract with a community agency to provide wraparound jail services. Funding will be used to support geographic expansion to better serve the county's west end. County Health and Human Services will administer and manage funds.*

*The OAC will present a plan to the Kitsap County Board of Commissioners at the October 11, 2023 BOCC Work Session.*

*Discussion about which management option is more appropriate for Kitsap County considering Jefferson and Clallam County have adopted option 1. Both Jefferson and Clallam County intend to utilize funds to support projects that are multi-year investments. The Kitsap County allocation is anticipated to be about \$6 million for the distributor settlement and \$6 million for retailer settlements. This larger amount of funding has required additional consideration for use.*

➤ **RENEWAL OF SBH-ASO INTERLOCAL AGREEMENT**

The term of the SBH-ASO Interlocal Agreement (KC-279-19-A) ends on December 31, 2023. This Interlocal Agreement was last amended, Amendment A, in December of 2021. Amendment A extended the term of the agreement to December 31, 2023, and reduced the number of Vice-Chairs as the prior language was impractical. The current agreement is attached.

Staff will draft an amendment extending the term of this agreement. Other edits can be incorporated at this time if the Board desires.

*No suggested changes to interlocal agreement.*

**INFORMATIONAL ITEMS**

➤ **TRUEBLOOD PHASE 3 IMPLEMENTATION**

Background

All criminal defendants have the constitutional right to assist in their own defense. If a court believes a mental disability may prevent a defendant from assisting in their own defense, the court has the authority to put the criminal case on hold while an evaluation is completed to determine the defendant's competency.

Generally, if the evaluation finds the defendant competent, and the court agrees they are returned to stand trial, and if the court finds the evaluation shows the person is not competent, the court will order the defendant to receive mental health treatment to restore competency.

In April 2015, a federal court found that the Department of Social and Health Services was taking too long to provide these competency evaluation and restoration services.

As a result of the case Trueblood v. DSHS, the state has been ordered to provide court-ordered in-jail competency evaluations within 14 days and inpatient competency evaluation and restoration services within seven days of receipt of a court order. These Trueblood timeframes apply to people who are detained in jails awaiting a competency evaluation or restoration services. Many of the programs created because of Trueblood, however, also target people who have previously received competency evaluation and restoration services, who are released and at risk for re-arrest or re-institutionalization.

People who get the treatment and support they need when they need it are more likely to avoid becoming involved with the criminal system. Accordingly, increased demand for competency evaluations can be avoided if more individuals receive community-based treatment and support during times of crisis. Major goals of many of the programs covered in this report include providing variable levels of care to prevent overuse of the highest and most intensive level of care and providing care in the community whenever possible and appropriate.

On Dec. 11, 2018, the court approved an agreement related to contempt findings in this case. The Trueblood Contempt Settlement Agreement (Settlement Agreement or Agreement) is designed to move the state closer to compliance with the court's injunction. The Agreement includes a plan for phasing in programs and services. Roll out of such services during Phases 1 and 2 was guided by Final Implementation Plans. This Phase 3 Preliminary Implementation Plan establishes a framework from which Trueblood partners can draft a subsequent final implementation plan for Phase 3, as was done during other phases. That final plan must be submitted no later than 60 days following the last day of the Legislative Session.

### Implications for Salish Region

Salish and Thurston/Mason have been identified as a Phase 3 Regions. Based upon preliminary conversations with HCA, SBH-ASO staff anticipate HCA will pursue Trueblood related contracts with both SBH-ASO and local behavioral health providers.

SBH-ASO anticipates receiving a contract from HCA to orchestrate coordination efforts of the Trueblood Phase 3 Settlement Agreement Projects with the Salish Region. Annual funding in the amount of \$100,000 is anticipated to support this community coordination work. Additionally, SBH-ASO anticipates receiving funding in its core contract with HCA for "crisis enhancements" targeted to support Trueblood Class Members. SBH-ASO has been in communication with its contracted crisis providers regarding these funds and is collaborating with these providers in the development of a meaningful plan for use of these crisis enhancement funds.

HCA plans to directly contract with behavioral health providers for outpatient competency restoration programs ("OCRPs"), intensive case management ("FPATH"), and residential supports as described in the Contempt Settlement Agreement (such as "FHARPS") in 2024.

*Staff noted that Forensic PATH and Forensic HARPS programs are not synonymous with existing PATH and HARPS programs.*

*Discussion around the potential effectiveness of the interventions described in the contempt Settlement Agreement in improving the speed at which an individual receives competency restoration. The primary intent is to reduce recidivism of Trueblood class members by*

*improving supportive services as they exit into the community. This, in turn, will reduce the number of individuals requiring competency restoration.*

*Comment regarding the overall lack of resources within the mental health system, and how this increases pressure on both forensic and civil treatment services. Staff noted the need for continued discussion around gaps and additional investment needs.*

*Staff plan to meet with the Salish regional provider network to determine the most meaningful way to operationalize programs.*

### ➤ **ASSISTED OUTPATIENT TREATMENT EXPANSION**

Assisted Outpatient Treatment (AOT) is in the process of development across Washington State per RCW 71.05.148.

The expansion of AOT:

- Provides for additional avenues to pursue court ordered less restrictive treatment alternatives for individuals with behavioral health disorders who meet specific criteria.
- Allows for an expanded group of petitioners to include hospitals, behavioral health providers, the individuals treating professional, designated crisis responders, release planners from corrections, or emergency room physicians.
- Allows for court ordered treatment to be initiated prior to an inpatient stay.
- Allows for up to 18 months of treatment under a single order.

Each BH-ASO is in the process of development within the region. There are several state level workgroups working to develop AOT. Technical assistance is being provided by the TAC (Treatment Advocacy Center). The Administrative Office of the Courts has been tasked with developing court documentation that meets the requirements of the RCW. SBH-ASO has met with our provider network to develop a process that will meet the needs of our region.

The next step includes coordination with the courts to develop processes.

### ➤ **2024 BOARD MEETINGS**

Staff will present tentative dates for 2024 meetings and seek Board Member input.

*Proposed dates for 2024:*

- *February 15<sup>th</sup>*
- *April 19<sup>th</sup>*
- *June 21<sup>st</sup>*
- *August 16<sup>th</sup>*
- *October 18<sup>th</sup>*
- *December 13<sup>th</sup>*

*Once confirmed, staff will send out 2024 Board Meeting invitations.*

### ➤ **2024 ADVISORY BOARD UPDATE**

2 New Board Members On-Boarded this April

- Mary Beth Lagenaur is representing Clallam County.
- Diane Pfeifle is representing Jefferson County.

Advisory Board Member Recruitment

- 1 Clallam, 2 Jefferson, 1 Kitsap, and 1 Tribal Vacancy.

**PUBLIC COMMENT**

- None.

**GOOD OF THE ORDER**

- ADD COMMENTS

**ADJOURNMENT** – Consensus for adjournment at 11:03 a.m.

**ATTENDANCE**

<b>BOARD MEMBERS</b>	<b>STAFF</b>	<b>GUESTS</b>
<b>Commissioner Mark Ozias</b>	<b>Stephanie Lewis, SBH-ASO Administrator</b>	<b>Jenny Oppelt, Clallam County HHS</b>
<b>Commissioner Greg Brotherton</b>	<b>Jolene Kron, SBH-ASO Deputy Admin/Clinical</b>	<b>Kate Jasonowicz, CHPW</b>
<b>Commissioner Christine Rolfes</b>	<b>Nicole Oberg, SBH-ASO Program Specialist</b>	<b>Lori Fleming, Jeff Co. CHIP</b>
<b>Celeste Schoenthaler, OCH Executive Director</b>	<b>Doug Washburn, Kitsap County Human Services</b>	<b>Jim Gillard, Poulsbo Fire</b>
<b>Theresa Lehman, Tribal Representative</b>		<b>Jon Stroup, BHAB</b>
		<b>Kris Shera, HCA DBHR</b>

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

<b>Medicaid Budget: January - December 2024</b>	
<b>Revenue*</b>	
MCO Revenue (Amerigroup, CHPW, Coordinated Care, Molina, United Healthcare)	\$ 4,080,010
<b>Total Medicaid Revenue</b>	<b>\$ 4,080,010</b>
<b>Medicaid Expenditures</b>	
<b>Crisis Services</b>	
Regional Crisis Line	\$ 461,196
Crisis Response Teams/Mobile Crisis Outreach	\$ 3,218,814
<b>Other Medicaid Expenses</b>	
BH-ASO Administration	\$ 400,000
<b>Total Medicaid Expenses</b>	<b>\$ 4,080,010</b>

*\* Revenue is estimated as SBH-ASO is paid on a per member per month (PMPM) basis by each MCO. As Medicaid Membership fluctuates, so does Salish's Medicaid Revenue.*

<b>SBH-ASO Non-Medicaid Revenue - Calendar Year 2024</b>	
State (GFS)	\$6,689,256.00
PACT	\$189,456.00
Assisted Outpatient Treatment (AOT)	\$61,764.00
AOT/LR Services	\$191,948.00
Jail Services	\$111,816.00
5480 ITA Non-Medicaid	\$163,260.00
Detention Decision Review	\$27,492.00
Crisis Triage/Stabilization	\$446,004.00
Long-term Civil Commitment (court costs)	\$12,504.00
Trueblood Misdemeanor Diversion	\$131,280.00
Designated Marijuana Account (DMA/DCA)	\$226,560.00
CJTA	\$700,380.00
Secure Detox	\$101,592.00
Behavioral Health Advisory Board	\$39,996.00
E&T Discharge Planners	\$107,294.00
Behavioral Health Enhancement Funds	\$229,904.00
SB 5092 Youth Mobile Crisis Team	\$884,011.00
New Journeys	\$51,168.00
Blake Recovery Navigator Program	\$1,239,832.00
Youth Behavioral Health Navigator Program	\$422,986.00
SB 5476 Blake Recovery Navigator Program Administrator	\$140,000.00
Assisted Outpatient Treatment (AOT) Administrator	\$140,000.00
Governor's Housing Funds	\$50,000.00
Kitsap Crisis Stabilization	\$250,000.00
988 Crisis Enhancement	\$671,350.00
Room and Board	\$2,326.00
Mental Health Block Grant (MHBG)-Standard	\$329,354.00
Peer Bridger (MHBG)	\$160,000.00
FYSPRT	\$75,000.00
Substance Abuse Block Grant (SABG)	\$1,132,110.00
MHBG ARPA Crisis Services	\$165,296.00
MHBG ARPA Youth Navigator	\$175,000.00
MHBG COVID Peer Bridger Participant Funds	\$4,101.00
MHBG ARPA Certified Peer Counselor Addition to Crisis Teams	\$127,632.00
MHBG ARPA Peer Transition from Incarceration	\$44,000.00
SABG ARPA Peer Transition from Incarceration	\$44,000.00
Block Grant Co-Responder	\$100,000.00
ARPA SABG	\$220,000.00
ARPA MHBG	\$342,140.00
HCA HARPS	\$881,380.00
Commerce Community Behavioral Health Housing	\$643,827.00
<b>Total Non-Medicaid Revenue</b>	<b>\$17,726,019</b>

\* Estimated



<b>Summary of Non-Medicaid Expenditures - January 1 - December 31, 2024</b>	
Crisis Line	\$358,368.00
Crisis Response/Mobile Outreach	\$3,078,897.00
Certified Peer Counselor Crisis Team Expansion	\$127,632.00
Youth Mobile Crisis Outreach Team	\$599,828.00
Next Day Appointments	\$120,000.00
<i>Crisis Team Prep for Mobile Rapid Response Endorsement</i>	\$671,350.00
<b>Total Crisis</b>	<b>\$4,956,075.00</b>
Involuntary (ITA) Psychiatric Inpatient	\$1,372,326.00
ITA Secure Withdrawal Management and Stabilization	\$50,000.00
ITA Court Costs	\$375,000.00
LRA/CR Outpatient Monitoring and Treatment	\$15,000.00
<i>AOT Court Costs</i>	\$296,764.00
<i>AOT Program</i>	\$467,088.00
<b>Total Involuntary</b>	<b>\$2,576,178.00</b>
Facility-based Crisis Stabilization	\$295,354.00
<i>MH Residential</i>	\$252,000.00
SUD Residential Treatment	\$171,110.00
SUD Withdrawal Management	\$161,592.00
<b>Total Residential Treatment</b>	<b>\$880,056.00</b>
PPW Childcare	\$100,000.00
PPW Housing Support	\$60,000.00
MH Outpatient	\$270,000.00
PACT	\$189,456.00
New Journeys Program	\$51,168.00
Recovery Navigator (REAL) Program	\$1,906,045.00
Co-Responder Program (RFP)	\$100,000.00
CJTA Services and Supports	\$700,380.00
E&T Discharge Planners	\$107,294.00
Peer Bridger and PB Participant Funds	\$164,101.00
Behavioral Health Enhancement Payments	\$229,904.00
Jail Services and Jail Peer Transition Pilot	\$199,816.00
Behavioral Health Advisory Board	\$39,996.00
Community Education/Training	\$25,000.00
Youth Education and Outreach	\$156,560.00
FYSPRT Program	\$75,000.00
Transportation	\$15,000.00
Interpreter Services	\$3,000.00
SABG RFP Awards (Outpatient, Residential and Recovery Supports)	\$200,000.00
MHBG RFP Awards (Consultation)	\$37,000.00
Naloxone	\$200,000.00
Difficult to Discharge/High Risk Individual Supports	\$533,793.00

SBH-ASO Housing Program (Subsidies and Services)	\$1,695,207
Youth Behavioral Health Navigator Program	\$422,984.00
<i>SYNC Program Enhancements</i>	\$175,000.00
SB 5476 Recovery Navigator Administrator	\$140,000.00
Assisted Outpatient Treatment Program Administrator	\$140,000.00
<b>Total Special Programs, Provisos and Recovery Supports</b>	<b>\$7,936,704.00</b>
<b>BH-ASO Administration</b>	<b>\$1,377,006.00</b>
<b>Total Expenditures</b>	<b>\$17,726,019.00</b>



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** CODE OF CONDUCT

**Policy Number:** CP304

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

**Revision Dates:**

**Reviewed Date:** 3/22/2023

**Executive Board Approval Dates:** 1/15/2021

### PURPOSE

To outline the scope, responsibilities, operational guidelines, and activities employed by the Salish Behavioral Health Administrative Services Organization (SBH-ASO) to ensure maintenance of an environment that facilitates ethical decision making in accordance with federal and state laws and regulations.

### POLICY

The SBH-ASO is committed to ensuring that all staff and associates conduct their activities professionally, ethically, and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs and with all SBH-ASO Policies and Procedures.

SBH-ASO establishes this Code of Conduct to ensure that the SBH-ASO community, which includes employees (paid and volunteer) and board members, will know and understand expectation of behavior.

This Code is not meant to answer every question that might arise in daily activities; however, it does provide guidelines, direction, and resources that can be used to respond to matters and circumstances in the course of SBH-ASO duties. No set of guidelines, including these, can ever substitute for the sound judgment, common sense, and personal integrity required to meet the challenges of the job.

All SBH-ASO employees (paid and volunteer) and board members are responsible for understanding and adhering to this Code of Conduct. Inherent in this Code are the following principles by which all employees (paid and volunteer) and board members, as applicable, will abide:

Principle 1 - Legal Compliance and Ethical Business Practices

- 1.1 Business conducted complies with all relevant local, state, and federal laws, rules, and ordinances.
- 1.2 Business practices are conducted truthfully, fairly, and without deception.
- 1.3 Facilities and resources are used solely for the benefit of the SBH-ASO.
- 1.4 The SBH-ASO does not discriminate. The SBH-ASO believes in the fair and equitable treatment of Individuals, providers, employees (paid and volunteer), and board members.
- 1.5 SBH-ASO employees (paid and volunteer) and board members conduct all activities in accordance with the highest ethical standards.
- 1.6 SBH-ASO cooperates with government inquiries and investigations as required by law.

#### Principle 2 – Confidentiality

- 2.1 Employees (paid and volunteer) and board members abide by the Health Insurance Portability and Accountability Act (HIPAA), applicable policies and procedures, and 42 CFR Part 2. The confidentiality of all medically and clinically sensitive and personal and proprietary information is protected.
- 2.2 Proprietary information is protected and only shared with employees (paid and volunteer) and board members having a need to know such information to perform their job responsibilities.

#### Principle 3 - Avoid Real and Apparent Conflicts of Interest

- 3.1 All SBH-ASO employees (paid and volunteer) and board members are obligated to avoid situations or conduct that could influence (or appear to influence) objective decisions in the performance of assigned duties and responsibilities—or that could raise questions as to the honesty and integrity of SBH-ASO or negatively impact its reputation.
- 3.2 Business transactions with vendors, contractors, and other third parties shall be transacted free from offers or solicitation of gifts and favors or other improper inducements in exchange for influence or assistance in a transaction.

#### Principle 4 - Protection of Assets

- 4.1 All SBH-ASO employees (paid and volunteer) and board members will strive to preserve and protect the assets of SBH-ASO by making prudent and effective use of the SBH-ASO's resources and properly and accurately reporting its financial condition.

### **PROCEDURE**

All employees (paid and volunteer) and board members are responsible to:

1. Know the existing laws, regulations, and ordinances relevant to the management of a multi-member government behavioral health system.

2. Conduct business in a professional manner that respects the rights and decisions of others, fosters cooperation and integration, respects diversity and is in the best interest of the SBH-ASO.
3. Professionally participate in the development, adoption, and adherence to relevant policies to be used in the management of the SBH-ASO.
4. Ensure the Individual's voice is heard and considered prior to making policy decisions.
5. Improve the public knowledge and perception of SBH-ASO and the SBH-ASO provider network.
6. This Code of Conduct Policy and Procedure, which clearly reflects the standards of conduct, will be reviewed on an annual basis and updated as necessary.
7. All SBH-ASO employees (paid and volunteer) and board members will review and attest to this Code of Conduct by signing an attestation annually.

### **MONITORING**

1. Consequences for noncompliance by SBH-ASO employees (paid and volunteer) will rely on Kitsap County Personnel Policies and Procedures.
2. All parties are encouraged to suggest changes or additions to this Code. The Code augments, but does not limit, specific policies and procedures of the SBH-ASO.
3. Reports of any concerns may be made to a manager, supervisor, or to the Compliance Officer.
4. Managers and supervisors are further required to report allegations reported to them and to report any known or suspected violations of any laws, acts, statutes or regulations that they discover in the performance of their supervisory duties. Reports can be made to the Compliance Officer.
5. If you know of a violation but fail to report it, you could be considered a party to the violation.
6. Anyone who ever feels retaliated against for making a report should contact the Compliance Officer immediately.



## Salish Behavioral Health Administrative Services Organization Code of Conduct Attestation

Attestation/Affirmation for all Board Members and Employees (paid and volunteer):

I attest and affirm that I will strictly follow the policies and guidelines of the Code of Conduct of the Salish Behavioral Health Administrative Services Organization (SBH-ASO) as they apply to me. My observance of these policies and guidelines is a condition of my working with or participating in the SBH-ASO.

- I hereby acknowledge that I have received, on the date below, a copy of the SBH-ASO Code of Conduct Policy and Procedure CP304.
- I have read the document, understand its meaning, and agree to conduct myself in accordance with these policies and guidelines.
- I understand that violations of the Code of Conduct, or failure to take action mandated by this Code of Conduct are grounds for disciplinary action.

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Signature

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Print Name

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Date

Reviewed: 3/22/2023