

Effective Date: 7/1/2019

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## **North Sound Behavioral Health Administrative Services Organization, LLC**

Section 1000 - Administrative: Remedial Action

Authorizing Source: HCA Contract

Approved by: Assistant Director

Date: 5/27/2025

Signature:

### **POLICY # 1017.00**

### **SUBJECT: REMEDIAL ACTION**

#### **PURPOSE**

To set forth when North Sound Behavioral Health Administrative Services Organization (BH-ASO) initiates a remedial action and requires a corrective action plan of a delegate or provider in the performance, utilization and management of administrative and clinical services.

#### **POLICY**

North Sound BH-ASO shall ensure delegates/providers are accountable for contract compliance. When deficiencies are identified and meet the established criteria for corrective action North Sound BH-ASO shall require the delegate/provider to develop a corrective action plan. The Corrective Action Plan must comport with the requirements set forth in the contract.

Corrective Action Plans shall include:

1. A brief description of the situation requiring a corrective action plan.
2. The specific actions to be taken to remedy the situation.
3. A timetable for completion of the action(s).
4. Identification of individuals responsible for implementation of the plan.

#### **PROCEDURES**

1. North Sound BH-ASO shall evaluate the delegate/provider's performance prior to imposing a Remedial Action.
2. North Sound BH-ASO shall determine whether the delegate/provider failed to meet one or more of its obligations under the terms of the contract, if indicated, North Sound BH-ASO may initiate Remedial Action if any of the following conditions exist:
  - a. The Provider has failed to perform any of the Contracted Services.
  - b. The Provider has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described in this Contract.
  - c. The Provider has failed to perform any Administrative Function required under this Contract.
  - d. The Provider has failed to implement corrective action required by the North Sound BH-ASO and within prescribed timeframes.
3. North Sound BH-ASO shall allow delegate/provider 30 days from receipt of remedial action letter to submit a corrective action plan. North Sound BH-ASO may accept the plan, require modifications or reject the plan. The delegate/provider shall have 60 days for implementation of the accepted plan, with the exception of a situation that poses a threat to the health or safety of any person or that poses

a threat of property damage and/or an incident has occurred that resulted in injury or death to any person and/or that resulted in damage to property, for which immediate action shall be required. North Sound BH-ASO shall provide general contract language in remedial action procedures in all contracts with the delegate/providers.

4. North Sound BH-ASO will maintain an internal process for reporting and tracking Remedial Actions issued by North Sound BH-ASO and corrective actions provided by the delegate/provider.
5. North Sound BH-ASO will monitor the corrective actions monthly or more often until the situation has been remedied.

#### **ACTIONS**

1. North Sound BH-ASO may withhold up to 5 percent of the next payment and each payment thereafter if the delegate/provider fails to submit, gain approval of or implementation of the requested corrective action plan within an agreed timeframe. The amount of withhold will be based on the severity of the situation. North Sound BH-ASO, at its sole discretion, may return a portion or all of any payments withheld.
2. Increase withholdings by up to an additional 3 percent for each successive month during which the corrective action plan has not been submitted or implemented.
3. Deny any incentive payment to which the delegate/provider might otherwise have been entitled under the contract.
4. Terminate for default as described in contract.

#### **ATTACHMENTS**

None