



# Supplemental Provider Service Guide

North Sound Behavioral Health Administrative Services Organization  
(North Sound BH-ASO)

Effective July 1, 2019  
*(Last Revised June 2021)*

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# INTRODUCTION

## **Welcome**

We are pleased that you have chosen to participate in our network of dedicated providers and share in our organization's mission to deliver accessible behavioral health care services which meet the needs and improve the health of our communities.

This North Sound BH-ASO Supplemental Provider Service Guide (SPSG) serves as a provider resource, and is inclusive of this document and all other applicable North Sound BH-ASO manuals, policies and procedures, and documents referred to within the SPSG. The SPSG is reviewed and updated annually as applicable and includes: information and guidance related to Compliance Program requirements, the Credentialing and Re-Credentialing process, Utilization Management, Claims and Encounter data submissions, Reimbursement Policies, Statements of Work, and North Sound BH-ASO Provider Directories. The 2021 North Sound BH-ASO SPSG includes relevant revisions, as well as any new information. North Sound BH-ASO policies and procedures, and other information and resources are available at <https://www.nsbhaso.org>.

## **History**

The North Sound Regional Support Network (NSRSN) began operations on January 1, 1991 dba as the North Sound Mental Health Administration (NSMHA). On April 1, 2016 NSMHA transitioned into a Behavioral Health Organization (BHO) to comport with state law and begin contracting for substance use disorders services. On July 1, 2019 the BHO did convert to an Administrative Services Organization (ASO). The North Sound Behavioral Health Administrative Services Organization, LLC (North Sound BH-ASO) is governed by an Interlocal Operating Agreement between Island, San Juan, Skagit, Snohomish and Whatcom counties which define the geographic service area of the North Sound Region. The North Sound BH-ASO contracts with the Health Care Authority (HCA) of the State of Washington and Apple Health Plans to provide public behavioral health services for these five counties (North Sound Region).

North Sound BH-ASO is governed by an Executive Committee comprised of elected officials or their designated alternates, the Chair and Vice-Chair of the Regional Advisory Board, and representatives of the 8 Tribal sovereign nations within the North Sound Region. According to the terms of the Interlocal Agreement, Executive Committee votes are divided as follows:

• Snohomish County – 4	• Island - 1
• Whatcom County - 2	• San Juan -1
• Skagit County – 1	• Tribes – 1 (ex-officio)
• North Sound BH-ASO Advisory Board-2 (ex-officio)	

**The Five Counties of the North Sound BH-ASO Region**

The five counties of Island, San Juan, Skagit, Snohomish and Whatcom represent the geographic, economic, and cultural diversity of Washington State as a whole.

Snohomish County

Covers 2,196 square miles with a population estimated at 805,120 as of 2018, Snohomish County borders Puget Sound on the west and includes the Cascade Range in the east. It includes several suburban communities such as Bothell and Lynnwood with easy access to Seattle, as well as highly isolated rural communities such as Darrington and Index. Everett is the largest city in Snohomish County as well as the county seat, and also supplies the Boeing Company with tens of thousands of workers. Snohomish County is named for the Snohomish people of the Lushootseed Native American tribe.

Skagit County

To the north of Snohomish County, Skagit County is both smaller in size and less densely populated than its southern neighbor. Skagit County covers 1,920 square miles, much of which is farmland. The broad, fertile valley of the Skagit River runs through the county, which cultivates tulips and strawberries. Mount Vernon is the largest city and county seat. As of 2018 the population of Skagit County was 126,520.

Whatcom County

To the north of Skagit lies Whatcom County, which abuts Canada to the north. The population of Whatcom County was estimated to be 220,350 in 2018, spread among its 2,503 square miles, making it the geographically largest of the five counties. Whatcom is the home to Western Washington State University, the northernmost university in the contiguous United States. The campus is housed in Bellingham, which is also the largest city and county seat.

Island County

As its name suggests, Island County is comprised entirely of islands. The two largest are Whidbey and Camano. Both the county seat of Coupeville and largest city, Oak Harbor, are on Whidbey, which is accessed by regular ferry service as well as by bridge over

Deception Pass. Island County covers 517 square miles and has a population that as of 2018 was estimated at 83,860.

### San Juan County

Composed of a population of only 16,810 according to a 2018 estimate, the county's residents are spread over 754 small islands and rocks in the San Juan Island chain. Friday Harbor is the county seat, a logical choice since it is also the only incorporated town in the San Juan Islands. Orcas, San Juan, and Lopez are the largest of the many islands in San Juan County. While San Juan County as a whole has the highest per capita income in the state of Washington, isolated areas such as Waldron Island remain extremely poor, with by one estimate over half of its population living below the poverty line.

## **Mission, Vision, & Values**

### The North Sound BH-ASO:

*An organization of dedicated individuals charged with overseeing publicly funded behavioral health services in the North Sound Region. Our job is to ensure that services are person centered, recovery oriented and delivered with dignity and respect to each unique individual we serve. To that end, we work to accomplish our mission, be true to our vision and keep our values in the forefront of all our business deliberations and decisions.*

### Mission:

Empowering individuals and families to improve their health and well-being.

### Vision:

A system of care that is shaped by the voices of our communities and people using behavioral health services. The people who work in this system are competent, compassionate, empowering and supportive of personal health and wellness.

### Values:

- ✓ Integrity: We nurture an environment of transparency, trust and accountability
- ✓ Collaboration: We believe every voice matters
- ✓ Respect: We accept and appreciate everyone we encounter
- ✓ Excellence: We strive to be the best in everything we do
- ✓ Innovation: We endeavor to try new things, be forward thinking, learn from mistakes and be adaptable
- ✓ Culture: We endeavor to be culturally educated and responsive

Social Equity: We commit to working to reduce institutionalized racism and reduce disparities in health care.



# ADDRESSES AND PHONE NUMBERS

## Communication and Availability to Individuals and Providers

North Sound Toll Free Crisis Line is available to individuals and providers 24 hours a day, seven days a week at *(800) 584-3578*. North Sound BH-ASO offers TTY/TDD services for individuals who are deaf, hard of hearing, or speech impaired. Language assistance is also always available.

North Sound BH-ASO staff is accessible at *(888) 684-3555* during normal business hours, from 8:00 a.m. to 5:00 p.m. Monday – Friday excluding holidays for information & referral and authorization/coordination of care. When initiating, receiving, or returning calls the UM staff will identify the organization, their name and title.

During business hours North Sound BH-ASO staff is available for inbound and outbound calls triaged by designated staff.

### General Contact Information

<p><b>North Sound BH-ASO</b> 2021 E. College Way, Suite 101 Mount Vernon, WA 98273 P: 360.416.7013   800.684.3555 F: 360.899.4754</p>
<p><b>Fiscal/Claims</b> 360.416.7013 Ext. 652</p>
<p><b>Contracts</b> 360.416.7013 Ext. 626</p>
<p><b>Credentialing</b> 360.416.7013 Ext. 626</p>

## *Chapter One*

# ADVISORY BOARD

The purpose of the North Sound Behavioral Health Advisory Board is set forth in its bylaws, the North Sound BH-ASO contract with the Health Care Authority (HCA), the Interlocal Agreement, and as mandated by law (Revised Code of Washington [RCW] 71.24.300.4) and Washington Administrative Code 182-538C-252. An extrapolation of these documents indicates that the Advisory Board's primary responsibility is to provide independent and objective advice and feedback to the North Sound BH-ASO Board of Directors, local jurisdictions (County Advisory Boards) and service providers.

The North Sound Behavioral Health Advisory Board was established in October of 1989 with the creation of the five-county behavioral health consortium (North Sound BH-ASO) and in compliance with the provisions of RCW 39.34.030, RCW 71.24, and Chapter 205, Section 5, Laws of 1989. The membership of the Advisory Board is representative of the following:

- Representative of the geographic and demographic mix of service population
- Have at least fifty one percent (51%) of the membership be persons with lived experience, parents or legal guardians of person with lived experience and/or self-identified as a person in recovery from a behavioral health disorder
- Law enforcement representation
- County representation
- Tribal representation
- When the BH-ASO is not a function of county government, the Advisory Board must include no more than four elected officials
- Advisory Board may have members who are employees of subcontracted agencies, as long as there are written rules that address potential conflicts of interest. Three-year term limit, multiple terms may be served, based on rules set by the Advisory Board

The 26-member North Sound BH-ASO Advisory Board consists of delegates from each county as follows:

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San Juan County	3 delegates
Island County	4 delegates
Skagit County	4 delegates
Snohomish County	9 delegates
Whatcom County	6 delegates
	<b>County Subtotal 26</b>
Tribes	8 delegates
	<b>Advisory Board Total 34</b>

The principal responsibility of the North Sound BH-ASO Advisory Board, as prescribed by law, is to review and provide comment on plans and policies drafted by the governing body of the North Sound BH-ASO. The Advisory Board is empowered by the North Sound BH-ASO and the Behavioral Health Division of HCA to:

- Solicit and use the input of individuals with mental health and/or substance disorder to improve the behavioral health services delivery in the region
- Provide quality improvement feedback to key stakeholders and other interested parties defined by HCA. North Sound BH-ASO shall document the activities and provide to HCA upon request; and
- Approve the annual SABG and MHBG plans for the region

*Other Policies and Procedures related to this section:*

Policy #4514

Policy #4515

## *Chapter Two*

# ADMINISTRATIVE FUNCTIONS

### Section 2.1: **Service Eligibility**

All individuals in the North Sound BH-ASO's Regional Service Area (RSA) regardless of insurance status, ability to pay, county of residence, or level of income are eligible to receive medically necessary Behavioral Health Crisis Services, and services related to the administration of the Involuntary Treatment Act and Involuntary Commitment Act (Chapters 71.05 and 71.34 RCW).

The North Sound BH-ASO has discretion on the use of funds for the provision of non-crisis behavioral health services including crisis stabilization and voluntary Behavioral Health admissions for Individuals in the RSA who are not eligible for Medicaid and/or do not have third party insurance.

As defined below, certain populations have priority to receive services.

Meeting the eligibility requirements under this Contract does not guarantee the Individual will receive a non-crisis behavioral health service. Services other than Behavioral Health Crisis Services and ITA-related services are contingent upon Available Resources as managed by the North Sound BH-ASO.

To be eligible for any non-crisis Behavioral Health service under this Contract, an individual must meet the financial eligibility criteria and the clinical or program eligibility criteria for the General Funds State (GFS) service:

- Individuals who do not qualify for Medicaid and have income up to two hundred twenty percent (220%) of the federal poverty level meet the financial eligibility for all of the GFS services
- For services in which medical necessity criteria applies, all services must be medically necessary
- Appointment wait time standards must be met, as prescribed by HCA

#### Section 2.1.1: **Spenddown for Qualifying Expenses**

Spenddown for qualifying medical expenses (voluntary and involuntary inpatient, crisis stabilization and crisis residential stays) with State Funds for incurred costs. Health Care

Authority (HCA) designates and approves the North Sound BH-ASO as a public program as described in WAC 182-519-0110(9). Qualified expenses paid by the North Sound BH-ASO shall be used to reduce an individual's spenddown liability.

Individuals must meet financial eligibility, must incur medical expenses in the amount of spenddown liability determined by HCA staff before coverage is made active in Provider One, and must not have insurance coverage, with the exclusion of Medicare, for services used to meet the spenddown liability. HCA is responsible to enter medical expenses when documentation is received. Once the expenses equal or exceed the spenddown amount, HCA sends a notice to Provider One to open the eligibility segment for the appropriate base period.

*Responsible Parties:* Facility and North Sound BH-ASO UM clinician  
*Activity:*

1. Identification and authorization
  - a. Provider/Facility representative seeks authorization for services within required timeframes.
  - b. North Sound BH-ASO UM clinician confirms eligibility criteria for service(s), provides authorization for service.

*Responsible Party:* Provider/Facility  
*Activity:*

2. Report of spenddown, confirmation and payment
  - a. Provider/Facility reports the Individual's incurred costs that count toward the spenddown amount and confirm submission with UM Clinician and management.
  - b. Facility confirms Medicaid assignment after spenddown processing.
  - c. Facility submits invoices for payment of the agreed spenddown amount to the North Sound BH-ASO monthly.  
\*Fax documentation of incurred medical expenses to the statewide fax number 1-888-338-7410. Providers with authorization from the individuals may call 1-877-501-2233 to inquire about status and/or request urgent processing. If urgent medical need is required, processing occurs within two business days or less. Regular processing is completed with 2 business days.

*Responsible Party:* North Sound BH-ASO Management  
*Activity:*

3. Review invoice and submit for payment.

*Responsible Party:* North Sound BH-ASO Fiscal Team

*Activity:*

4. Tracking and Reporting
  - a. Track spenddown amounts by individual and facility.
  - b. Report expenses on the R&E with a note stating the total amount spent.

### **SUBSTANCE ABUSE BLOCK GRANT (SABG) - Priority Population Considerations**

As defined in Contract, certain populations have priority to receive services.

For Substance Abuse Block Grant (SABG) services:

SABG services shall be provided in the following priority order to:

- Pregnant injecting drug users.
- Pregnant substance users.
- Women with dependent children.
- Injecting drug users.

The following are additional priority populations for SABG services, in no particular order:

- Postpartum women up to one (1) year, regardless of pregnancy outcome).
- Individuals transitioning from residential care to outpatient care.
- Youth.
- Offenders.

For non-crisis behavioral health services funded by GFS:

The Provider shall provide non-crisis Behavioral Health services funded by GFS, within Available Resources, to Individuals who meet financial eligibility standards and meet one of the following criteria:

- Are uninsured;
- Have insurance, but are unable to pay the co-pay or deductible for services;
- Are using excessive Crisis Services due to inability to access non-crisis behavioral health services; and
- Have more than five (5) visits over six (6) months to the emergency department, detox facility, or a sobering center due to a Substance Use Disorder (SUD).

The North Sound BH-ASO will implement protocols for maintaining Waiting Lists and providing Interim Services for Individuals of SABG priority populations, who are eligible but for whom SUD treatment services are not available due to limitations in provider capacity or Available Resources.

## Capacity Reporting

### **Access to SABG Services**

The Provider shall, within Available Resources, ensure that SABG services are not denied to any eligible Individuals regardless of:

- The Individual's drug(s) of choice.
- The fact that an Individual is taking medically prescribed medications.
- The fact that an Individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen.

The Provider shall, as required by the SABG Block Grant, ensure Interim Services are provided for Pregnant and Post-partum Women and Individuals Using Intravenous Drugs.

- Interim Services shall be made available within forty-eight (48) hours of seeking treatment.
- The Provider shall document the provision of Interim Services. Interim Services shall include, at a minimum:
- Counseling on the effects of alcohol and drug use on the fetus for pregnant women.
- Referral for prenatal care.
- Human immunodeficiency virus (HIV) and tuberculosis (TB) education.
- TB treatment services if necessary Individual Use of Intravenous Drug (IUID).

Admission to treatment services for the intravenous drug user shall be provided within fourteen (14) days after the Individual makes the request, regardless of funding source.

If there is no treatment capacity within fourteen (14) days of the initial Individual request, the Provider shall have up to one hundred twenty (120) days after the date of such request to admit the Individual into treatment. The Provider shall offer or refer the

Individual to Interim Services within forty-eight (48) hours of the initial request for treatment services.

A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within twenty-four hours.

The expected utilization of services, the characteristics and health care needs of the population, the number and types of providers (training, experience and specialization) able to furnish services, and the geographic location of providers and individuals (including distance, travel time, means of transportation ordinarily used by Individuals, and whether the location is ADA accessible) for all North Sound BH-ASO funded behavioral health programs and services based on Available Resources.

The anticipated needs of priority populations identified in the Contract.

The Provider shall:

- Ensure that all services and activities provided under the Contract are designed and delivered in a manner sensitive to the needs of the diverse population; and
- Initiate actions to develop or improve access, retention, and cultural relevance of treatment, relapse prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under the Contract as identified in their needs assessment.

For Pregnant and Parenting Women (PPW) Housing Supports:

The purpose of this agreement is to provide housing support services for women who are pregnant, post-partum, or parenting, and their children, in drug and alcohol-free residences for up to 18 months. Housing Support Services are classified as support services rather than treatment services.

Provider must provide adequate staffing and appropriate treatment services for Pregnant, Post-Partum, or Parenting Women (PPW) as outlined below and in compliance with laws and regulations governing the operation of a PPW Center.

Target Population:

The Provider shall ensure individuals are eligible for housing support services,



five (5) days per week, based on the following criteria. If they are:

- a. PPW with (children aged 17 and under) at the time they enter housing support services;
  - i. Pregnant includes any stage of gestation; and
  - ii. Post-Partum includes up to one (1) year, regardless of the outcome of pregnancy or placement of children.
- b. Currently participating in outpatient treatment for chemical dependency (CD) or have completed residential or outpatient substance use disorder (SUD) treatment within the last 12 months;
  - i. At or below 220% of the Federal Poverty Level (FPL) or on Medicaid at the time they enter transition housing; and
  - ii. Not actively involved in using alcohol and other drugs.

Housing Support Eligibility:

The Provider shall ensure individuals are eligible for housing support services, five (5) days per week, based on the following criteria. If they are:

- a. PPW with (children aged 17 and under) at the time they enter housing support services;
- b. Pregnant includes any stage of gestation;
- c. Post-Partum includes up to one (1) year, regardless of the outcome of pregnancy or placement of children;
- d. Currently participating in outpatient treatment for CD or have completed residential or outpatient SUD treatment within the last 12 months;
- e. At or below 220% of the FPL or on Medicaid at the time they enter transition housing; and
- f. Not actively involved in using alcohol and other drugs.

*Other Policies and Procedures related to this section:*

*Policy #1574*

*Policy #1598*

*Policy #1590*

*Policy #1593*

Section 2.2: **Medicaid Eligibility**

**MEDICAID ELIGIBILITY VERIFICATION**

The contractual agreement between Providers and North Sound BH-ASO places the responsibility for Medicaid eligibility verification on the Provider of services.

Providers who contract with North Sound BH-ASO can verify an individual's eligibility by checking the following:

1. Identification Cards: An individual determined to be eligible for medical assistance is issued a ProviderOne Services Card by Health Care Authority (HCA). It is issued once upon enrollment. Providers must use the ProviderOne Client ID on the card to verify eligibility either through the ProviderOne website at <https://www.waproviderone.org/> or via a Services Card swipe card reader.
2. Providers must check individual eligibility at each visit and should make note of the following information:
  - a. Eligibility dates (be sure to check for the current month and year)
  - b. The other specific coverage plan information (e.g., Medicare, Apple Health, FIMC, BHSO, etc.).
3. Medical assistance program coverage is not transferable. If you suspect a Member has presented a ProviderOne (Services Card) belonging to someone else, you should request to see a photo ID or another form of identification. To report suspected fraud, call the Medicaid Fraud Hotline at (800) 562-6906. Do not accept a Services Card that appears to have been altered.
4. Providers may use a Medical Eligibility Verification (MEV) service. Some MEV services provide access to online Medicaid Member eligibility data and can be purchased through approved HCA vendors. MEV services provide eligibility information for billing purposes, such as:
  - a. Eligibility status
  - b. Plan enrollment and plan name
5. HCA updates the MEV vendor list as new vendors develop MEV services. For more information and a current list of HCA vendors, please call (800) 562-3022.
6. Providers can also access eligibility information for individuals free of charge using the ProviderOne online service. In order to access eligibility on the website

you must register online and complete an application. Online enrollment information can be found at: <https://www.hca.wa.gov/billers-providers-partners/providerone/providerone-security>

*Other Policies and Procedures related to this section:*

Policy #3045

Policy #3051

### Section 2.3: **Individual Rights**

North Sound BH-ASO individual rights include all rights as designated by the Washington Administrative Code 388-246-341-0600, or its successor.

General rights that apply to all individuals, regardless of whether an individual is or is not a Medicaid recipient, include:

1. All applicable statutory and constitutional rights;
2. The participant rights provided under WAC -246-341-0600; and
3. Applicable necessary supplemental accommodation services in chapter WAC 388-472-0010.

For both individuals not enrolled/enrolled in Medicaid the following rights apply, WAC 388-246-341-0600:

Each agency licensed by the department to provide any behavioral health service must develop a statement of individual participant rights applicable to the service categories the agency is licensed for, to ensure an individual's rights are protected in compliance with RCW chapters 71.05, 71.12 and 71.34. In addition, the agency must develop a general statement of individual participant rights that incorporates at a minimum the following statements.

The Provider shall guarantee each individual has been informed of the following rights:

- Receive services without regard to race, creed, national origin, religion, gender, sexual orientation, age or disability;
- Practice the religion of choice, as long as the practice does not infringe on the rights and treatment of others or the treatment service. Individual participants have the right to refuse participation in any religious practice;
- Be reasonably accommodated in case of sensory or physical disability, limited ability to communicate, limited English proficiency, and cultural differences;

- Be treated with respect, dignity and privacy, except that staff may conduct reasonable searches to detect and prevent possession or use of contraband on the premises;
- Be free of any sexual harassment;
- Be free of exploitation, including physical and financial exploitation;
- Have all clinical and personal information treated in accord with state and federal confidentiality regulations;
- Review your clinical record in the presence of the administrator or designee and be given an opportunity to request amendments or corrections;
- Receive a copy of agency grievance system procedures according to WAC 182-538D-0654 through 182-538D-0680 upon request and to file a grievance with the agency, or BH-ASO, if applicable, if you believe your rights have been violated; and
- Submit a report with the department when you feel the agency has violated a WAC requirement regulating behavior health agencies.

*Other Policies and Procedures related to this section:*

Policy #1023

## Section 2.4 **Medical Necessity**

The Provider shall collect all information necessary for North Sound BH-ASO to make any medical necessity determinations as defined in WAC 182-500-0070.

- North Sound BH-ASO will make the determination of medical necessity for applicable services requested.
- Medical Necessity for Mental Health Services is based on the presence of a covered DSM-5 mental health diagnosis following the initiation of the intake evaluation and level of care indicated.
- Medical Necessity for Substance Use Disorder (SUD) Treatment Services is based on the presence of a DSM-5 substance related diagnosis and application of the ASAM criteria following an Assessment.

*Other Policies and Procedures related to this section:*

Policy 1594.00 – Utilization Management; or other related UM policies

Policy 1571.00 – Authorization for Payment of Psychiatric Inpatient services

## Section 2.5: **Tuberculosis Screening, Testing and Referral**

For services funded by Substance Abuse Block Grant (SABG) the following is available:

Tuberculosis Screening, Testing and Referral (42 U.S.C. 300x-24(a) and 45 CFR 96.127)

The Provider must directly or through arrangement with other public entities, make tuberculosis services available to each Individual receiving SABG-funded SUD treatment. The services must include tuberculosis counseling, testing, and provide for or refer Individuals with tuberculosis for appropriate medical evaluation and treatment.

When an Individual is denied admission to the tuberculosis program because of the lack of capacity, the Provider will refer the Individual to another provider of tuberculosis services.

The Provider must conduct case management activities to ensure the Individual receives tuberculosis services.

*Other Policies and Procedures related to this section:*

Policy #1590

## Section 2.6: **Provider Oversight and Monitoring**

Providers shall comply with all applicable required audits including authority to conduct a facility inspection, and the federal Office of Management and Budget (OMB) Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audits.

North Sound BH-ASO shall conduct a Provider onsite reviews when deemed necessary to each Provider site providing state funded or Federal Block Grant (FBG) funded treatment services during the period of performance of the Contract in order to monitor and document compliance with requirements of the Provider.

Providers will comply with data submission requirements established by North Sound BH-ASO/HCA for all services funded under the Contract.

Provider will provide updates when an individual's funding source changes.

North Sound BH-ASO shall monitor Substance Use Disorder (SUD) and Mental Health residential providers.

The Provider shall cooperate with all audits and investigations performed by duly authorized representatives of the state of Washington, HCA and Washington State Department of Health, Medicaid Fraud Control Division (MFCD), as well as the federal DHHS, auditors from the federal Government Accountability Office, federal Office of the Inspector General and federal Office of Management and Budget.

The Provider shall provide access to their facilities and the records documenting the performance of this Contract, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days, and access to its facilities and the records pertinent to this Contract to monitor and evaluate performance under this Contract, including, but not limited to, claims payment and the quality, cost, use, health and safety and timeliness of services. The Provider and its Subcontractors shall provide immediate access to facilities and records pertinent to the Contract for state or federal fraud investigators.

If a Provider is subject to OMB Super Circular audit, the North Sound BH-ASO shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements.

If a Provider is not subject to OMB Super Circular, the North Sound BH-ASO shall perform sub-recipient monitoring in compliance with federal requirements.

North Sound BH-ASO shall monitor the Provider's performance on an ongoing basis and subject to formal review consistent with industry standards or State Law and Regulation.

A fiscal review shall be conducted at least annually of Providers receiving Federal Block Grant funds, regardless of reimbursement methodology, to ensure expenditures are accounted for by revenue source, no expenditures were made for items identified as prohibited in the Contract, expenditures are made only for the purposes stated in this Contract and that services were actually provided.

North Sound BH-ASO has a process to ensure that the offices of all Providers meet its office-site and clinical record keeping practices standards. North Sound BH-ASO continually monitors individual complaints for all office sites to determine the need of an office site visit. North Sound BH-ASO assesses the quality, safety and accessibility of office sites where care is delivered against standards and thresholds.

This includes an assessment of:

### **Physical accessibility**

North Sound BH-ASO evaluates office sites to ensure that Individuals have safe and appropriate access to the office site. This includes, but is not limited to, ease of entry into the building, accessibility of space within the office site, and ease of access for physically disabled individuals.

### **Physical appearance**

The site visits include, but are not limited to, an evaluation of office site cleanliness, appropriateness of lighting, and individual safety.

### **Adequacy of Waiting and Clinical Room Space**

During the site visit, North Sound BH-ASO assesses waiting and clinical room spaces to ensure that the office offers appropriate accommodations to individuals. The evaluation includes, but is not limited to, appropriate seating in the waiting room areas and precautions to protect privacy.

### **Adequacy of Medical/Clinical Record-Keeping Practices**

During the site-visit, North Sound BH-ASO discusses office documentation practices with the Provider or Provider's staff. This discussion includes a review of the forms and methods used to keep the information in a consistent manner and includes how the practice ensures confidentiality of records.

### **Hours of Operation**

Provider will offer hours of operation for Individuals that are no less than the hours of operation offered to any other individual.

### **Administration & Confidentiality of Facilities**

Facilities contracted with North Sound BH-ASO must demonstrate an overall compliance with the guidelines listed below:

- Office appearance demonstrates that housekeeping and maintenance are performed appropriately on a regular basis, the waiting room is well-lit, office hours are posted, and parking area and walkways demonstrate appropriate maintenance.
- Handicapped parking is available, the building entrances are accessible with an incline ramp or flat entryway, and the restroom is handicap accessible with a bathroom grab bar.
- Basic emergency equipment is located in an easily accessible area. This includes a pocket mask and Epinephrine, plus any other medications appropriate to the practice.
- At least one CPR certified employee is available.
- Yearly OSHA training (Fire, Safety, Blood borne Pathogens, etc.) is documented for offices with 10 or more employees.
- Labeled containers, policies, and contracts evidence hazardous waste management.
- Check-in systems are confidential.
- Confidential information is discussed away from individuals. When reception areas are unprotected by sound barriers, scheduling and triage phones are best placed at another location.
- Medical records are stored away from common areas. Record rooms and/or file cabinets are preferably locked.
- A CLIA waiver is displayed when the appropriate lab work is run in the office.
- Prescription pads are not kept in clinical/evaluation rooms.
- Narcotics are locked, preferably double locked. Medication and sample access is restricted.
- System in place to ensure expired sample medications are not dispensed and injectables and emergency medication are checked monthly for outdates.
- Drug refrigerator temperatures are documented daily.
- Improvement Plans/Corrective Action Plans

When compliance is not achieved, the Provider will be required to submit a written corrective action plan (CAP) to North Sound BH-ASO within thirty (30) calendar days of notification by North Sound BH-ASO. The request for a CAP will be sent certified mail/electronic mail, return receipt requested. This improvement plan should be submitted by the Provider and must include the expected time frame for completion of activities, identified in contract.

Additional reviews are conducted at the office at six-month intervals until compliance is achieved. At each follow-up visit a full assessment is done to ensure the office meets performance standards. The information and any response made by the Provider is



included in the Provider's permanent credentials file and reported to the Credentialing Committee on the watch status report. If compliance is not attained at follow-up visits, an updated CAP will be required.

Providers who do not submit a CAP may be terminated from network participation. Any further action is conducted in accordance with the North Sound BH-ASO policy.

*Other Policies and Procedures related to this section:*

Policy #5001

Policy #1562

## Section 2.7: **Administrative Reviews**

The North Sound BH-ASO has a provision for ongoing monitoring and periodic formal review that is consistent with industry standards or State Law and Regulation. Formal review must be completed no less than once every two (2) years, except as noted below, and must identify deficiencies or areas for improvement and provide for corrective action.

The North Sound BH-ASO will ensure Providers:

- I. Comply with established data submission requirements for all services funded under the Contract.
- II. Update individual funding information when the funding source changes.

North Sound BH-ASO will monitor SUD and Mental Health residential providers.

The review will be based on the specific delegation agreement with each Provider, and shall address compliance with Contract requirements for each delegated function including, but not limited to:

- Documentation and appropriateness of medical necessity determinations.
- Individual record reviews to ensure services are appropriate based on diagnosis, and the treatment plan is based on the Individual's needs and progress notes support the use of each service.
- Ensure criminal background checks are conducted and Provider policies are consistent with the requirements in RCW 43.43 and Washington Administrative Code (WAC) 246-341.

- Timeliness of service.
- Cultural, ethnic, linguistic, disability or age-related needs are addressed.
- Coordination with other service providers.
- Provider adherence to relevant practice guidelines.
- Provider processes for reporting, tracking, and resolving grievances.
- Provider compliance with reporting and managing critical incidents.
- Information security.
- Disaster recovery plans.

North Sound BH-ASO shall conduct and/or make arrangements for an annual fiscal review of each Provider receiving FBG funds through fee-for-service, set rate, performance-based or cost reimbursement Contracts. The annual fiscal review shall ensure that:

- Expenditures are accounted for by revenue source.
- No expenditures were made for items identified in the Federal Block Grant Section.
- Expenditures are made only for the purposes stated in the Contract, and for services that were actually provided.

### **Conflict of Interest Policy**

Requires screening of employees upon hire and board members at the time of initial appointment, and annually thereafter, for conflicts of interests related to performance of services under the contract.

Prohibits employees and/or board members from participating in actions which could impact or give the appearance of impacting a personal interest or the interest of any corporate, partnership or association in which the employee or board member is directly or indirectly involved.

Prohibits access to information regarding proprietary information for other providers including, but not limited to: reimbursement rates, for any Provider that provides behavioral health services and administrative services under the Contract.

*Other Policies and Procedures related to this section:*

Policy #2001

Policy #3010

Policy #5001

## Section 2.8: **Provider Nondiscrimination**

North Sound BH-ASO will not discriminate, with respect to participation, reimbursement, or indemnification, against providers practicing within their licensed scope of practice solely on the basis of the type of license or certification they hold, however, North Sound BH-ASO is free to establish criteria and/or standards for providers' inclusion in a network of providers based on their specialties.

If North Sound BH-ASO declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision.

North Sound BH-ASO policies and procedures on provider selection and retention shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.

Consistent with North Sound BH-ASO responsibilities to HCA and individuals in/seeking services, North Sound BH-ASO is not:

- Required to contract with providers beyond the number necessary to meet the behavioral health requirements under the HCA Contract.
- Precluded from using different reimbursement amounts for different specialties or for different providers in the same specialty.
- Precluded from establishing measures that are designed to maintain quality of services and control costs.

*Other Policies and Procedures related to this section:*

Policy #1008

## Section 2.9: **Provider Education and Training**

North Sound BH-ASO shall maintain a system for keeping providers informed. North Sound BH-ASO shall inform Providers in writing regarding these requirements:

- Contracted services for Individuals/Families served under the Contract.
- 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.

- Co-Occurring Disorder Screening Tool.
- Confidentiality consistent with 71.05, 71.24 and 70.02 RCW.
- HIPAA and 42 CFR Part 2
- Coordination of care requirements.
- HCA and the North Sound BH-ASO's policies and procedures as related to the Contract.
- Data interpretation.
- Practice guidelines as described in the provisions of the Supplemental Provider Service Guide.
- Requirements for Utilization Management (UM) decision making, procedure coding, and submitting claims for contracted services.
- Care management staff who can assist in care transitions and care management activities.
- Program Integrity requirements.

Providers are expected to participate in HCA sponsored training, exceptions must be in writing and include a plan for how the required information shall be provided to staff.

*Other Policies and Procedures related to this section:*

## Section 2.10: **Grievance and Appeal System**

Providers are required to participate in North Sound BH-ASO's Grievance and Appeal Program and cooperate with North Sound BH-ASO in identifying, processing, and promptly resolving all individual complaints, grievances, or inquiries.

Providers are required to provide information on regional Ombuds services to assist individuals with the grievance and appeal process.

If an individual has a complaint regarding a Behavioral Health Agency (BHA) or service provided, the BHA will attempt to resolve the complaint in the best interest of the individual.

If an individual wishes to file a grievance with North Sound BH-ASO, the BHA will participate by providing medical records or a statement if needed. North Sound BH-ASO will have a Grievance system that includes a Grievance process, an Appeal process, and access to the Administrative Hearing process for Contracted services (WAC 182-538C-110).

North Sound BH-ASO is responsible for accepting, responding to, and resolving all crisis system grievances and non-Medicaid grievances related to the scope of work North Sound BH-ASO is contracted for and responsible to perform.

North Sound BH-ASO will have policies and procedures addressing the Grievance system, which comply with the requirements of our HCA contract. Health Care Authority (HCA) must approve, in writing, all Grievance system policies and procedures and related notices to individuals regarding the Grievance system.

Termination of a Subcontract shall not be grounds for an appeal, Administrative Hearing, or a Grievance for the Individual if similar services are immediately available in the service area.

North Sound BH-ASO shall notify individuals on how they will be informed of their right to a Grievance or Appeal in the case of:

- Denial or termination of service related to medical necessity determinations.
- Failure to act upon a request for services with reasonable promptness.

North Sound BH-ASO provides the following information regarding the Grievance system to all individuals:

- I. The toll-free numbers to file oral Grievances and Appeals.
- II. The availability of assistance in filing a Grievance or Appeal, including interpretation and translation services at no cost to the individual.
- III. The Individual's right to file Grievances and Appeals and their requirements and timeframes for filing.
- IV. The Individual's right to an Administrative Hearing, how to obtain an Administrative Hearing and representation rules at an Administrative Hearing.

**For filing or help in filing a Grievance or Appeal:**

To file an oral grievance or appeal call 1.800.684.3555

For help in filing a grievance or appeal call 1.800.684.3555 or email [grievance@nsbhaso.org](mailto:grievance@nsbhaso.org)

Individuals assigned to an Apple Health Managed Care Plan that need to file or need help filing a Grievance or Appeal should contact their Managed Care Plan or the North Sound Regional Behavioral Health Ombuds at the following:  
[nsbhombuds@communityactionskagit.org](mailto:nsbhombuds@communityactionskagit.org)

*Other Policies and Procedures related to this section:*

Policy #1001

Policy #1005

## Section 2.11: **Critical Incidents**

The Provider shall develop, implement, maintain, comply with, and monitor compliance with written policies and procedures related to all requirements of critical incident reporting.

The Provider shall report Critical Incidents within one business day in which the Provider becomes aware of the event. The report shall include:

- a) The date the Provider becomes aware of the incident;
- b) The date and time of the incident;
- c) A description of the incident;
- d) The name of the facility where the incident occurred, or a description of the incident location;
- e) The name(s) and age(s) of Individuals involved in the incident;
- f) The name(s) and title(s) of facility personnel or other staff involved;
- g) The name(s) and relationship(s), if known, of other persons involved and the nature and degree of their involvement;
- h) The Individual's location at the time of the report if known (i.e. home, jail, hospital, unknown, etc.) or actions taken by the Provider to locate the Individual;
- i) Actions planned or taken by the Provider to minimize harm resulting from the incident; and
- j) Any legally required notifications made by the Provider.

The Provider shall report Critical Incidents using the North Sound BH-ASO Incident Reporting System form located at the North Sound BH-ASO website [here](#). If you have trouble accessing the form, please call 360.416.7013.

The Provider shall submit follow-up reports using the Incident Reporting System and close the case within forty-five (45) calendar days after the Critical Incident was initially reported. A case cannot be closed until the following information is provided:

- A summary of any debriefings;

- Whether the Individual is in custody Jail, in the hospital or in the community;
- Whether the Individual is receiving services and include the types of services provided;
- If the Individual cannot be located, the steps the Provider has taken to locate the Individual, and;
- In the case of the death of an Individual, verification from official sources that includes the date, name and title of the sources. When official verification cannot be made, the Provider shall document all attempts to retrieve it.

*Other Policies and Procedures related to this section:*

Policy #1009

### Sections 2.12: **Single Case Agreements**

North Sound BH-ASO will document and confirm in writing all single-case agreements with Providers. The Agreement shall include:

- Identification of the individual;
- The description of the services;
- The authorization period for the services, including the begin date and the end date for approved services;
- The rate of reimbursement for the service or reference to the North Sound BH-ASO's fee schedule or other documents that define payment; and
- Any other specifics of the negotiated rate.

North Sound BH-ASO must supply documentation to the Provider no later than five (5) business days following the signing of the agreement. Updates to the unique contract, must include all elements (begin date, end date, rate of care or reference to fee schedule and any other specifics regarding the services or payment methods).

North Sound BH-ASO shall maintain a record of the single-case agreements for a period of six (6) years.

*Other Policies and Procedures related to this section:*

Policy #1008

## Sections 2.13: **Utilization Management**

North Sound BH-ASO maintains UM policies and protocols for all services and supports funded solely or in part through General Fund State (GFS) or Federal Block Grant (FBG) funds.

North Sound BH-ASO Behavioral Health Medical Director will provide guidance, leadership and oversight of the Utilization Management (UM) program for Contracted Services used by Individuals. The following activities may be carried out in conjunction with the administrative staff or other clinical staff, but are the responsibility of the Behavioral Health Medical Director to oversee:

- a. Processes for evaluation and referral to services.
- b. Review of consistent application of criteria for provision of services within available resources.
- c. Review of assessment and treatment services against clinical practice standards. Clinical practice standards include, but are not limited to, evidenced-based practice guidelines, culturally appropriate services, discharge planning guidelines and activities, such as, coordination of care among treating professionals.
- d. Monitor for over- and under-utilization of services, including Crisis Services.
- e. Ensure resource management and UM activities are not structured in such a way as to provide incentives for any individual or entity to deny, limit, or discontinue medically necessary behavioral health services.

UM of behavioral health services will be conducted in a systematic manner by qualified staff to ensure the appropriateness and quality of access to and delivery of behavioral health services to eligible residents of the North Sound region.

Authorization reviews will be conducted by licensed Behavioral Health Professionals with experience working with the populations and/or settings under review.

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



North Sound BH-ASO will provide education and ongoing guidance and training to individuals and providers about its UM protocols (UMP) and Level of Care Guidelines, including ASAM Criteria for SUD services for admission, continued stay and discharge criteria.

North Sound BH-ASO will consult with the requesting provider when appropriate, prior to issuing an authorization determination.

North Sound BH-ASO reviews all treatment records in accordance with state and federal law. Substance use disorder (SUD) records are reviewed in accordance with 42 CFR §2.53. Reviewers do not copy or remove any treatment records during a review.

*Other Policies and Procedures related to this section:*

Policy #1594 or related UM policies under Section 1500

## *Chapter Three*

# CREDENTIALING

### **Credentialing and Re-credentialing**

The North Sound BH-ASO arranges for delivery of accessible, behavioral health crisis services that meet the needs and improve the health and well-being of our communities.

North Sound BH-ASO's Organizational Credentialing Program meets the standards for accreditation by the National Committee for Quality Assurance (NCQA) however North Sound BH-ASO is not accredited by NCQA.

The Credentialing Program governs the credentialing function and sets forth the criteria, standards, and processes to select and retain qualified Behavioral Health Agencies to promote quality care.

The Credentialing Program includes annual evaluation and periodic revision to the policies and procedures adopted by the Credentialing Committee.

This program's policies and procedures lists the credentialing criteria and standards that determine compliance for North Sound BH-ASO network participation.

Credentialing instructions and credentialing forms for providers can be found at the North Sound BH-ASO website [here](#).

*Other Policies and Procedures related to this section:*

Policy #1026

Policy #1027

## *Chapter Four*

# DELEGATION

Delegated activities are documented and agreed upon between North Sound BH-ASO and Provider. The document must include:

- Assigned responsibilities.
- Delegated activities.
- A mechanism for evaluation.
- Corrective action policy and procedure

### **Process of Evaluating Delegate's Performance:**

North Sound BH-ASO will require routine reports and documentation as listed in the delegation grid and will use this documentation to evaluate delegates performance on an ongoing basis. In addition, North Sound BH-ASO will:

- Conduct an annual audit to ensure all delegated activities comply with applicable delegation standards,
- Provide written feedback on the results of the annual audit, and
- Require delegate to implement corrective action plans if the delegate does not fully meet delegation requirements.

If North Sound BH-ASO determines that the Provider has failed to adequately perform the delegated activities, North Sound BH-ASO may:

- Change or revoke the scope of delegation if corrective action is not adequate; and/or
- Discontinue contracting with delegate.

Ongoing performance of accredited delegates is evaluated through the routine monitoring of reports. North Sound BH-ASO reserves the right to conduct annual and ad hoc audits of documentation, processes and files in order to ensure service levels, quality and compliance with regulatory requirements.

*Other Policies and Procedures related to this section:*

## *Chapter Five*

# CHARITABLE CHOICE

North Sound BH-ASO shall ensure that the Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional Substance Use Disorder (SUD) treatment providers for funding.

If North Sound BH-ASO contracts with FBOs, North Sound BH-ASO shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

- Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
- The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
- The FBO shall report to North Sound BH-ASO all referrals made to alternative providers.
- The FBO shall provide Individuals with a notice of their rights.
- The FBO provides Individuals with a summary of services that includes any religious activities.
- Funds received from the FBO must be segregated in a manner consistent with federal Regulations.
- No funds may be expended for religious activities.

*Other Policies and Procedures related to this section:*

## *Chapter Six*

# CLAIMS AND COMPENSATION

As a contracted provider, it is important to understand how the claims process works to avoid delays in processing your claims. The following items are covered in this section for your reference:

- National Provider Identifier (NPI) HCA Enrollment Requirements
- Claim Submission
- Coordination of Benefits (COB)
- Third Party Liability (TPL)
- Timely Claim Filing
- Claim Edit Process
- Claim Review
- Claim Auditing
- Corrected Claims
- Timely Claim Processing
- Electronic Remittance Advice and Electronic Funds Transfer
- Claim Corrections
- Overpayment and Incorrect Payment
- Claim Adjustment Disputes/Reprocessing
- Billing the Individuals
- Fraud and Abuse
- Encounter Data

### **Claim Submission**

Providers are required to submit Claims to North Sound BH-ASO with appropriate documentation. Providers must follow the appropriate State billing guidelines. Providers must utilize electronic billing through North Sound BH-ASO's CIS or SFTP Folder and use current HIPAA compliant ANSI X 12N format (e.g., 837I for institutional Claims, 837P for professional Claims). Claims that do not comply with North Sound BH-ASO's electronic Claim submission requirements will be rejected.

Providers must bill North Sound BH-ASO for services with the most current and approved diagnostic and procedural coding available as of the date the service was provided, or for inpatient facility Claims, the date of discharge.

Inaccurate, incomplete, or untimely submissions and re-submissions may result in rejection of the claim.

### **National Provider Identifier (NPI)**

A valid NPI, which is enrolled with HCA as a billing or non-billing NPI, is required on all Claim submissions. Providers must report any changes in their NPI or subparts to North Sound BH-ASO as well as HCA or claims may be rejected.

#### National Provider Identifier (NPI) HCA Billing and Non-Billing Enrollment Requirements

Per federal regulation (42.C.F.R. 455.410(b)) providers who have a contract with the state's Medicaid agency or a contract with a Managed Care Organization (MCO) that serve Medicaid Clients must enroll with HCA under a Non-billing or Billing agreement. The provider's National Provider Identifier (NPI) submitted on all claims must be the NPI registered with HCA.

Effective July 1, 2019, North Sound BH-ASO will deny/reject all claims submitted for processing if billed with an NPI that is not enrolled with HCA or does not match what HCA identifies as the enrolled NPI number.

For additional information and to access the Non-Billing and Billing and servicing enrollment form, which must be used to register with HCA or to correct an NPI, visit the HCA website at <http://www.hca.wa.gov/billers-providers/apple-health-medicaid-providers/enroll-non-billing-individual-provider>.

### **EDI Claims Submission Issues**

Providers who are experiencing EDI Submission issues should work with their clearinghouse, if applicable, to resolve the issue. If the Provider/Provider's clearinghouse is unable to resolve, the Provider may call the North Sound BH-ASO's CIS Customer Service line M-F 8:00am-5:00pm at (800) 684-3555 or email us at [CIS@nsbhaso.org](mailto:CIS@nsbhaso.org) for additional support.

### **Coordination of benefits (COB) and Third-Party Liability**

Private and government carriers must be billed prior to billing North Sound BH-ASO. Provider shall make reasonable inquiry of individuals to learn if they have health insurance, benefits or Covered Services other than from North Sound BH-ASO or is entitled to payment by a third party under any other insurance or plan of any type, and

Provider shall immediately notify North Sound BH-ASO of said entitlement on the 837i transaction.

In the event that coordination of benefits occurs, Provider shall be compensated based on the state regulatory COB methodology. Primary insurance carrier payment information is required with the claim submission on the 837i.

The services and benefits available under a North Sound BH-ASO contract shall be secondary to any other coverage.

Providers shall:

- Not refuse or reduce services solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable COB rules in WAC 284-51.
- Attempt to recover any third-party resources available to Individuals and make all records pertaining to COB collections for Individuals available for audit and review.
- Pay claims for contracted services when probable third-party liability has not been established or the third-party benefits are not available to pay a claim at the time it is filed.
- Coordinate with out-of-network providers with respect to payment to ensure the cost to Individuals is no greater than it would be if the services were furnished within the network.

North Sound BH-ASO is the payer of last resort, the Provider will make every effort to determine the appropriate Third-Party payer for services rendered. North Sound BH-ASO may deny Claims when Third Party has been established and will process Claims for Covered Services when probable Third-Party Liability (TPL) has not been established or third-party benefits are not available to pay a Claim. The Provider will attempt to recover any third-party resources available and shall maintain records pertaining to TPL collections on behalf of Individuals for audit and review.

### **Sliding Fee Scale**

Under no circumstances shall the Provider deny the provision of Crisis Services, E&T services, ITA services, or SUD involuntary commitment services, to an Individual due to the Individual's ability to pay.

Providers must develop and implement a sliding fee schedule for Individuals that takes into consideration an individual's circumstances and ability to pay. The fee schedule must be reviewed and approved by North Sound BH-ASO by submitting annually to [deliverables@nsbhaso.org](mailto:deliverables@nsbhaso.org).

In developing sliding fee schedules, providers must comply with the following:

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

### **Timely Claim Filing**

Provider shall promptly submit to North Sound BH-ASO Claims for Covered Crisis Services rendered to Individuals. All Claims shall be submitted in a format acceptable to and approved by North Sound BH-ASO and shall include any and all medical records pertaining to the Claim if requested by North Sound BH-ASO or otherwise required by North Sound BH-ASO's policies or procedures. Claims must be submitted by the Provider to North Sound BH-ASO no later than the limitation stated in the provider contract or within 180 calendar days after discharge for inpatient services or the Date of Service for outpatient services. If North Sound BH-ASO is not the primary payer under coordination of benefits or third-party liability, Provider must submit Claims to North Sound BH-ASO within 180 calendar days after final determination by the primary payer. Except as otherwise provided by Law or provided by Government Program requirements, any Claims that are not submitted to North Sound BH-ASO within these timelines shall not be eligible for payment and Provider hereby waives any right to payment.

### **Coding Sources**



CPT – Current Procedural Terminology 4th Edition; an American Medical Association (AMA) maintained uniform coding system consisting of descriptive terms and codes that are used primarily to identify medical services and procedures furnished by physicians and other health care professionals. There are three types of CPT codes:

- Category I Code – Procedures/Services
- Category II Code – Performance Measurement
- Category III Code – Emerging Technology

HCPCS – HealthCare Common Procedural Coding System; a Centers for Medicare and Medicaid Services (CMS) maintained uniform coding system consisting of descriptive terms and codes that are used primarily to identify procedure, supply and durable medical equipment codes furnished by physicians and other health care professionals.

ICD-10-CM – International Classification of Diseases, 10th revision, Clinical Modification ICD-10-CM diagnosis codes are maintained by the National Center for Health Statistics, Centers for Disease Control (CDC) within the Department of Health and Human Services (HHS).

ICD-10-PCS - International Classification of Diseases, 10th revision, Procedure Coding System used to report procedures for inpatient hospital services.

### **Claim Auditing**

Provider acknowledges North Sound BH-ASO's right to conduct post-payment billing audits. Provider shall cooperate with North Sound BH-ASO's audits of Claims and payments by providing access at reasonable times to requested Claims information, all supporting medical records, Provider's charging policies, and other related data.

### **Corrected Claims**

Corrected Claims are considered new Claims for processing purposes. Corrected Claims must be submitted electronically with the appropriate fields on the 837I or 837P completed.

Corrected claims must include the correct coding to denote if the claim is Replacement of Prior Claim or Corrected Claim for an 837I or the correct Resubmission Code for an 837P. Claims submitted without the correct coding will be returned to the Provider for resubmission.

## **Timely Claim Processing**

Claims processing will be completed for contracted providers in accordance with the timeliness provisions set forth in the provider's contract. Unless the provider and North Sound BH-ASO or contracted medical group/Independent Physician Association (IPA) have agreed in writing to an alternate payment schedule, North Sound BH-ASO will process the claim for services within the minimum standards as set forth by the Office of the Insurance Commissioner (OIC) and HCA:

- Ninety-five (95%) percent of the monthly volume of "clean" claims will be adjudicated within 30 calendar days of receipt by North Sound BH-ASO. A "clean" claim has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment.
- Ninety-five (95%) percent of the monthly volume of claims shall be paid or denied within 60 calendar days of receipt by North Sound BH-ASO.
- Ninety-nine (99%) percent of all claims shall be paid or denied within 90 calendar days of receipt by North Sound BH-ASO.
- A claim is a bill for services, a line item of service, or all services for one (1) Individual within a bill.
- A clean claim is a claim that can be processed without obtaining additional information from the provider of the service or from a third party.
- The date of receipt is the date North Sound BH-ASO receives the claim or encounter from the provider.

## **Overpayments and Incorrect Payments Refund Requests**

If, as a result of retroactive review of coverage decisions or payment levels, North Sound BH-ASO determines that it has made an Overpayment to a Provider for services rendered, it will make a claim for such Overpayment.

North Sound BH-ASO may request a refund for overpayments or incorrect payments on services provided within 24 months and 30 months for COB claims from the date of the original remittance advice. If a provider does not repay or dispute the overpaid amount within 45 days of the request, North Sound BH-ASO may offset the payment amount(s) against future payments made to the provider.

If you have any questions regarding a refund request letter, please call the Claims/Fiscal Department at (360) 416-7013.

In the event the provider receives a check that is not theirs or finds an overpayment, please send the refund with a copy of the remittance advice and claim information to:

North Sound BH-ASO, LLC.  
ATTN: Claims/Fiscal  
2021 E. College Way, Suite 101  
Mount Vernon, WA 98273

## **Billing**

North Sound BH-ASO contracted providers cannot bill the Individual for any covered crisis services. The Provider is responsible for verifying eligibility and obtaining approval for those services that require prior authorization. Providers agree that under no circumstance shall an individual be liable to the Provider for any sums owed by North Sound BH-ASO to the Provider. Provider agrees to accept payment from North Sound BH-ASO as payment in full or bill the appropriate responsible party.

Providers must accept payment by North Sound BH-ASO as payment in full in accordance with 42 CFR 447.15. Balance billing is not permitted. For additional information, refer to WAC 182-502-0160 and HCA Memo #10-25.

## **Fraud and Abuse**

Failure to report instances of suspected Fraud and Abuse is a violation of the Law and subject to the penalties provided by Law. Please refer to the Compliance section of this Supplemental Provider Service Guide for more information.

## **Encounter Data**

Every contracted Provider is required to submit Encounter data to North Sound BH-ASO for all Claims. The data is used for many purposes, such as regulatory reporting, rate setting and risk adjustment, the Quality Improvement program and performance reporting.

Encounter data must be submitted in accordance with the Service Encounter Reporting Instructions (SERI) Guide, and/or its predecessor.

Encounter data must be submitted at least once per month, and within Provider contracts timely claims filing requirements in order to meet State encounter submission threshold and quality measures. Encounter data must be submitted via HIPAA compliant

transactions. Data must be submitted with Claims level detail for all non-institutional services provided. For institutional services, only those services covered by North Sound BH-ASO should be reported.

North Sound BH-ASO shall have a comprehensive automated and integrated Encounter data system capable of meeting these requirements. Providers must correct and resubmit any encounters which are rejected (non-HIPAA compliant) or denied by North Sound BH-ASO. Please see North Sound BH-ASO's Data Dictionary with the specific submission requirements available to Providers on our website at <https://nsbhaso.org/for-providers/data-dictionary>.

When Encounters are filed electronically the Provider should receive a text file acknowledgement of the 837p transmissions and a test file for your EDI and 837i files.

*Other Policies and Procedures related to this section:*

Policy #4015

### Section 6.1: **2019 Fee Schedule**

North Sound BH-ASO has established the Fee for Service rate schedule for CY 2019. The fees listed apply to all funding types, GFS, SABG, MHBG and Legislative Provisos. The 2019 Fee Schedule can be found on the North Sound BH-ASO website [here](#).

### Section 6.2: **Compensation Schedule**

The Compensation Schedule can be found on the North Sound BH-ASO website [here](#).

### Section 6.3 **Schedule of Services**

The Schedule of Services can be found on the North Sound BH-ASO website [here](#).

*Other Policies and Procedures related to this section:*

Policy #3044

Policy #3050

## *Chapter Seven*

# CULTURAL CONSIDERATIONS

North Sound BH-ASO works to ensure all individuals receive culturally appropriate care across the service continuum to reduce health disparities and improve health outcomes. Culturally appropriate care means behavioral health services are provided with cultural humility and an understanding of the individual's culture and community and informed by Historical Trauma and the resulting cycle of Adverse Childhood Experiences (ACEs). Cultural Humility is the continuous application of professional practice of self-reflection and self-critique, learning from the individuals in service, and partnership building with an awareness of the limited ability to understand the individual's worldview, culture(s) and communities.

The Culturally and Linguistically Appropriate Services in Health Care (CLAS) standards published by the US Department of Health and Human Services (HHS), Office of Minority Health (OMH) guide the activities to deliver culturally competent services. Providers will work with North Sound BH-ASO to promote CLAS standards to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

North Sound BH-ASO complies with Title VI of the Civil Rights Act, the Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973, Section 1557 of the Affordable Care Act (ACA) and other regulatory/contract requirements. Compliance ensures the provision of linguistic access and disability-related access to all Individuals, including those with Limited English Proficiency and Individuals who are deaf, hard of hearing or have speech or cognitive/intellectual impairments. Policies and procedures address how individuals and systems within the organization will effectively provide services to people of all cultures, races, ethnic backgrounds and religions as well as those with disabilities in a manner that recognizes values, affirms and respects the worth of the individuals and protects and preserves the dignity of each.

The Provider shall make reasonable accommodation for Individuals with disabilities, in accord with the Americans with Disabilities Act, for all contracted services and shall assure physical and communication barriers shall not inhibit Individuals with disabilities from obtaining contracted services.

Additional information on cultural competency and linguistic services is available at <https://www.nsbhaso.org/>.

### **Nondiscrimination of Healthcare Service Delivery**

North Sound BH-ASO requires Providers to deliver services to North Sound BH-ASO Individuals without regard to race, color, national origin, honorably discharged veteran/military status, age, religion or creed, obesity, disability or sex. This includes gender identity, sexual orientation, pregnancy and sex stereotyping. Providers must post a non-discrimination notification in a conspicuous location of their office along with translated non-English taglines in the top fifteen (15) languages spoken in the state to ensure North Sound BH-ASO Individuals understand their rights, how to access language services, and the process to file a complaint if they believe discrimination has occurred. Additionally, Providers may not limit their practices because of an Individual's medical (physical or mental) condition or the expectation for the need of frequent or high cost-care.

Should you or a North Sound BH-ASO Individual need more information you can refer to the Health and Human Services and Washington State Human Rights Commission websites for more information: <https://www.federalregister.gov/d/2016-11458> and <https://www.hum.wa.gov>.

### **North Sound BH-ASO Commitment to Culturally Appropriate Services**

North Sound BH-ASO is committed to reducing healthcare disparities. Training employees, Provider's staff, and quality monitoring are the cornerstones of successful culturally appropriate service delivery. North Sound BH-ASO Providers shall participate in efforts to promote National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Behavioral Health Care. Additional information on CLAS Standards and a Self-Assessment Checklist can be found on the North Sound BH-ASO website. An integrated quality approach intends to enhance the way people think about service delivery and program development so that cultural humility becomes a part of everyday thinking.

### **Provider and Community Training**

North Sound BH-ASO offers educational opportunities in cultural competency concepts for Providers, their staff, and Community Based Organizations.

Training modules, delivered through a variety of methods, include:

- Relias Online Learning;
- On-site culturally appropriate training delivered by experts in the field;
- Access to reference materials available through the North Sound BH-ASO website; and
- Integration of cultural humility concepts and nondiscrimination of service delivery into Provider communications.

### **Integrated Quality Improvement – Ensuring Access**

North Sound BH-ASO ensures individuals access to language services such as oral interpreting, American Sign Language (ASL), written translation and access to programs, and aids and services that are congruent with cultural norms. North Sound BH-ASO supports Individuals with disabilities and assists Individuals with Limited English Proficiency.

North Sound BH-ASO develops materials according to Plain Language Guidelines. Individuals may also request written materials in alternate languages and formats, leading to better communication, understanding and satisfaction. Online materials found on <https://www.nsbhaso.org> and information delivered in digital form meet Section 508 accessibility requirements to support persons with visual impairments.

Key information, including Appeals and Grievance forms, are also available in threshold languages on the North Sound BH-ASO website.

### **Program and Policy Review Guidelines**

North Sound BH-ASO conducts assessments at regular intervals of the following information to ensure its programs are most effectively meeting the needs of its individuals, families and providers:

- Annual collection and analysis of race, ethnicity and language data from:
  - Eligible individuals to identify significant culturally and linguistically diverse populations within the North Sound RSA
  - Revalidate data at least annually
  - Contracted Providers to assess gaps in network demographics
  - Local geographic population demographics and trends derived from publicly available sources
  - Applicable national demographics and trends derived from publicly available sources

- Network Assessment
- Identification of specific cultural and linguistic disparities found within the region's diverse populations.

### Section 7.1: **Interpreter and Translation Requirements**

North Sound BH-ASO provides oral interpreting of written information to individuals who speak any non-English language regardless of whether that language meets the threshold of a prevalent non-English language.

North Sound BH-ASO notifies individuals and families of the availability of oral interpreting services and informs them how to access oral interpreting services at no cost to them on all significant North Sound BH-ASO materials. North Sound BH-ASO serves a diverse population with specific cultural needs and preferences.

Providers are responsible for supporting access to interpreter services at no cost for Individuals with sensory impairment and/or who have Limited English Proficiency.

#### **24 Hour Access to Interpreter Services**

North Sound BH-ASO Providers must support access to telephonic interpreter services by offering a telephone with speaker capability or a telephone with a dual headset. Providers may offer individuals interpreter services if the individuals do not request them on their own. It is never permissible to ask a family member, friend or minor to interpret.

#### **Auxiliary Aids and Services**

Providers will provide services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in the benefits, programs or activities conducted by the Provider.

Auxiliary Aids and Services includes:

- Qualified interpreters onsite or through video remote interpreting (VRI), note takers, real-time computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons, videotext



displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments;

- Qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.
- Acquisition or modification of equipment or devices; and other similar services and actions

## **Documentation**

As a contracted North Sound BH-ASO Provider, your responsibilities for documenting language services/needs in the individual's medical record are as follows:

- Record the individual's language preference in a prominent location in the medical record.
- Document all requests for interpreter services.
- Document who provided the interpreter service. Information should include the interpreter's name, operator code and vendor.
- Document all counseling and treatment done using interpreter services.
- Document if an individual insists on using a family member, friend or minor as an interpreter, or refuses the use of interpreter services after notification of his or her right to have a qualified interpreter at no cost.

## **Individuals with Hearing Impairment**

North Sound BH-ASO provides a TTY/TDD connection accessible by dialing 711.

North Sound BH-ASO strongly recommends that Provider offices make available assistive listening devices for individuals who are deaf and hard of hearing. Assistive listening devices enhance the sound of the provider's voice to facilitate a better interaction.

Provider shall assure equal access for all Individuals when oral or written language creates a barrier to access for Individuals with communication barriers.

Provider shall offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.

For individuals receiving services funded by GFS, SABG, MHBG or Legislative Proviso and need interpreter and/or translation services the Provider will submit encounters to the North Sound BH-ASO for payment. For individuals receiving Apple Health Medicaid covered services the Provider must use Universal Language Services through HCA.

**Oral Information:**

The Provider shall assure that interpreter services are provided for Individuals with a preferred language other than English, free of charge. Interpreter services include the provision of interpreters for Individuals who are deaf or hearing impaired at no cost to the Individual, including American Sign Language (ASL). Interpreter services shall be provided for all interactions between such Individuals and the Provider including, but not limited to:

1. Customer service;
2. All appointments with any provider for any covered service; and
3. All steps necessary to file Grievances and Appeals.

**Written Information:**

The Provider shall provide all generally available and person-specific written materials in a language and format which may be understood by each Individual in each of the prevalent languages that are spoken by five percent (5%) or more of the population of the Regional Service Area (RSA) based on information obtained from North Sound BH-ASO/HCA.

For Individuals whose preferred language has not been translated as required in this Section, the Provider may meet the requirement of this section by doing any one of the following:

- Translating the material into the Individual's preferred reading language;
- Providing the material in an audio format in the Individual's preferred language;
- Having an interpreter read the material to the Individual in their preferred language;
- Providing the material in another alternative medium or format acceptable to the Individual. The Provider shall document the Individual's acceptance of the material in an alternative medium or format in the Individual's record; or
- Providing the material in English, if the Provider documents the Individual's preference for receiving material in English

The Provider shall ensure that all written information provided to Individuals is accurate, is not misleading, is comprehensible to its intended audience, is designed to provide the greatest degree of understanding, is written at the sixth (6th) grade reading level and fulfills other requirements of the Contract as may be applicable to the materials.

North Sound BH-ASO may make exceptions to the sixth (6th) grade reading level when, in the sole judgment of North Sound BH-ASO, the nature of the materials does not allow for a sixth (6th) grade reading level or the Individual's needs are better served by allowing a higher reading level. North Sound BH-ASO approval of exceptions to the sixth (6th) grade reading level must be in writing.

Educational materials that are not developed by the Provider are not required to meet the sixth (6th) grade reading level requirement and do not require approval.

For Individual-specific written materials, the Provider may use templates that have been pre-approved in writing by North Sound BH-ASO/HCA.

*Other Policies and Procedures related to this section:*

Policy #1515

Policy #1521

## *Chapter Eight*

# QUALITY IMPROVEMENT

North Sound BH-ASO has established a Quality Improvement (QI) Program that complies with regulatory and accreditation guidelines. The Quality Improvement Program provides structure and outlines specific activities designed to improve the care, service and health of individuals receiving services.

North Sound BH-ASO requires Providers to comply with the following core elements and standards of care and to:

- Have a Quality Improvement Program in place;
- Comply with and participate in the North Sound BH-ASO Quality Improvement Program including reporting of Access and Availability and provision of clinical records review process; and
- Allow access to North Sound BH-ASO personnel for site and clinical record review processes.

### **Clinical Records**

North Sound BH-ASO requires that clinical records are maintained in a manner that is current, detailed and organized to ensure that care rendered to Individuals is consistently documented and that necessary information is readily available in the record. All entries will be indelibly added to the Individual's record.

### **Clinical Record Keeping Practices**

Below is a list of the minimum items that are necessary in the maintenance of the Individuals clinical records:

- Each individual has a separate record.
- Clinical records are stored away from public areas and locked.
- Clinical records are available at each visit and archived records are available within twenty-four (24) hours.
- If hardcopy, pages are securely attached in the clinical record and records are organized by dividers or color-coded when thickness of the record dictates.
- If electronic, all those with access have individual passwords.
- Record keeping is monitored for Quality Improvement and HIPAA compliance.

- Records are maintained for the determined timelines and disposed per record management processes.
- There is a process for archiving clinical records and implementing improvement activities.
- Clinical records are kept confidential and there is a process for the release of clinical records.

## **Confidentiality**

Providers shall develop and implement confidentiality procedures to guard Individual protected health information, in accordance with HIPAA privacy standards and all other applicable Federal and State regulations. This should include, and is not limited to, the following:

- Ensure that medical information is released only in accordance with applicable Federal or State law in pursuant to court orders or subpoenas;
- Maintain records and information in an accurate and timely manner;
- Ensure timely access by individuals to the records and information that pertain to them;
- Abide by all Federal and State Laws regarding confidentiality and disclosure of behavioral health records or other health information;
- Clinical Records are protected from unauthorized access;
- Access to computerized confidential information is restricted; and
- Precautions are taken to prevent inadvertent or unnecessary disclosure of protected health information.

## **Quality of Provider Office Sites**

North Sound BH-ASO has a process to ensure that the offices of all Providers meet its office-site and clinical record keeping practices standards. North Sound BH-ASO monitors complaints for all office sites to determine the need of an office site visit and will conduct office site visits within sixty (60) calendar days from receipt of complaint. North Sound BH-ASO assesses the quality, safety and accessibility of office sites where care is delivered. A standard survey form is completed at the time of each visit. This form includes an assessment of:

- Physical accessibility
- Physical appearance
- Adequacy of waiting and clinical room space
- Adequacy of behavioral health treatment record keeping

## **Administration & Confidentiality of Facilities**

Facilities contracted with North Sound BH-ASO must demonstrate an overall compliance with the guidelines listed below:

- Office appearance demonstrates that housekeeping and maintenance are performed appropriately on a regular basis, the waiting room is well-lit, office hours are posted, and parking area and walkways demonstrate appropriate maintenance.
- Handicapped parking is available, the building and exam rooms are accessible with an incline ramp or flat entryway, and the restroom is handicapped accessible with a bathroom grab bar
- At least one CPR certified employee is available
- Yearly OSHA training (Fire, Safety, Blood borne Pathogens, etc.) is documented for offices with 10 or more employees.
- Labeled containers, policies, and contracts evidence hazardous waste management.
- Client check-in systems are confidential. Signatures on fee slips, separate forms, stickers or labels are possible alternative methods.
- Confidential information is discussed away from clients. When reception areas are unprotected by sound barriers, scheduling and triage phones are best placed at another location.
- Clinical records are stored away from public areas. Record rooms and/or file cabinets are locked.
- A CLIA waiver is displayed when the appropriate lab work is run in the office.
- Prescription pads are not kept in client/public rooms.
- Narcotics are locked, preferably double locked. Medication and sample access is restricted.
- System in place to ensure expired sample medications are not dispensed and injectables and emergency medication are checked monthly for outdates.
- Drug refrigerator temperatures are documented daily.

## **Improvement Plans/Corrective Action Plans**

If the Provider does not achieve the required compliance with the site review standards and/or the Clinical record keeping practices review standards, the Site Reviewer will do all of the following:

- Send a letter to the Provider that identifies the compliance issues.

- Send sample forms and other information to assist the Provider to achieve a passing score on the next review.
- Request the Provider to submit a written corrective action plan to North Sound BH-ASO within thirty (30) calendar days.
- Send notification that another review will be conducted of the office in six (6) months.

When compliance is not achieved, the Provider will be required to submit a written corrective action plan (CAP) to North Sound BH-ASO within thirty (30) calendar days of notification. The request for a CAP will be sent by email, certified mail, return receipt requested. This improvement plan should be submitted by the Provider and must include the expected time frame for completion of activities.

Additional reviews are conducted at the office at agreed upon intervals until compliance is achieved. At each follow-up visit a full assessment is done to ensure the office meets performance standards. The information and any response made by the Provider may be included in the Provider's permanent credentials file and reported to the Credentialing Committee on the watch status report. If compliance is not attained at follow-up visits, an updated CAP will be required.

Providers who do not submit a CAP may be terminated from network participation.

### **Quality Improvement Activities and Programs**

North Sound BH-ASO maintains an active Quality Improvement Program (QIP). The QIP provides structure and key processes to carry out our ongoing commitment to improvement of care and service. The goals identified are based on an evaluation of programs and services; regulatory, contractual and accreditation requirements; and strategic planning initiatives.

*Other Policies and Procedures related to this section:*

Policy #1017.00

North Sound BH-ASO Quality Management Plan

## *Chapter Nine*

# DATA SECURITY

### Section 9.1: **North Sound BH-ASO Data Security Requirements**

- **Data Transport.** When transporting HCA Confidential Information electronically, including via email, the data will be protected by:
  - Transporting the data within the (State Governmental Network) SGN or BH-ASO internal network, or;
  - Encrypting any data that will be in transit outside the SGN or BH-ASO internal network. This includes transit over the public Internet.
  
- **Protection of Data.** The BH-ASO agrees to store data on one or more of the following mediums and protect the data as described:
  - **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Workstation hard disks are protected by Whole Disk Encryption (WDE) and boot time drive locks, each requiring a passcode on startup before arriving at the login screen. Portable computers are configured to require the drive lock and encryption keys when waking up from hibernation.
  - **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users using access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, or other authentication mechanisms which provide equal or greater security such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.



- **Optical discs (CDs or DVDs) in local workstation optical disc drives.**  
Data provided by HCA on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access HCA data on optical discs must be in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  
- **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.**  
Data provided by HCA on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  
- **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
  
- **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by HCA staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized Provider staff. The BH-ASO will notify HCA staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the BH-ASO, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

- **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by HCA staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized BH-ASO staff. The BH-ASO will notify HCA staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the BH-ASO and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
  
- **Data storage on portable devices or media.**
  - HCA data shall not be stored by the BH-ASO on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:
    - Encrypt the data with a key length of at least 128 bits
    - Control access to devices with a unique user ID and password or stronger authentication method such as physical token or biometrics.
    - Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
    - Physically protect the portable device(s) and/or media by
      - Keeping them in locked storage when not in use
      - Using check-in/check-out procedures when they are shared, and
      - Taking frequent inventories
  
  - When being transported outside of a secure area, portable devices and media with confidential HCA data must be under the physical control of BH-ASO staff authorized to access that data.
  
  - Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.

- Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

- **Data Segregation.**

- HCA data must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the BH-ASO, all HCA data can be identified for return or destruction. It also aids in determining whether HCA data has or may have been compromised in the event of a security breach.
- HCA data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-HCA data. Or,
- HCA data will be stored in a logical container on electronic media, such as a partition or folder dedicated to HCA data. Or,
- HCA data will be stored in a database which will contain no non-HCA data. Or,
- HCA data will be stored within a database and will be distinguishable from non-HCA data by the value of a specific field or fields within database records. Or,
- When stored as physical paper documents, HCA data will be physically segregated from non-HCA data in a drawer, folder, or other container.
- When it is not feasible or practical to segregate HCA data from non-HCA data, then both the HCA data and the non-HCA data with which it is commingled must be protected as described in this exhibit.

- **Data Disposition.** When the contracted work has been completed or when no longer needed, data shall be returned to HCA or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, or

	Degaussing sufficiently to ensure that the data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of HCA shared data must be reported to the HCA Contact designated on the contract within one (1) business day of discovery.
- **Data shared with Sub-contractors.** If HCA data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the Provider cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the HCA Contact specified for this contract for review and approval.

## Section 9.2: **Management Information Systems**

Provider shall ensure the existence and operation of an information system within their organization. It shall have the ability to be used internally, and to collect and report data as required by North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO). This data shall be useable as management data for audit purposes and contain enough information to track termination from North Sound BH-ASO services. (42 CFR 434.53)

Provider shall notify North Sound BH-ASO of any change to their information system, at the time planning begins for implementation that will have any effect on the data submitted to or otherwise required to be collected by North Sound BH-ASO. Prior to implementing changes to production systems, Provider shall conduct testing as noted below.

Provider shall participate in the North Sound BH-ASO Consumer Information System (CIS) Workgroup and information systems policy groups when requested by North Sound BH-ASO.

Provider shall comply with North Sound BH-ASO policies and procedures regarding quality, accuracy, and data reporting.

Periodically, North Sound BH-ASO may receive requests for information from Centers for Medicare and Medicaid Services (CMS), the legislature, Health Care Authority (HCA), etc., that may not be readily available in the North Sound BH-ASO CIS and require collection of this information from Provider. Provider shall ensure that requested information is received in a manner that will allow North Sound BH-ASO to make a timely response to these inquiries.

### **North Sound BH-ASO CIS Data Dictionary**

The North Sound BH-ASO CIS Data Dictionary can be found online at: <http://www.nsbhaso.org/DataDict/>. This set of documents describes the data, format, and content that is to be electronically submitted to North Sound BH-ASO.

- Provider shall provide all applicable data as described in the North Sound BH-ASO CIS Data Dictionary.
- Provider shall participate in North Sound BH-ASO decisions related to North Sound BH-ASO CIS Data Dictionary changes.
- Provider shall implement changes made to the North Sound BH-ASO CIS Data Dictionary within the timeframe established by the North Sound BH-ASO. In the event of timelines for implementation of changes required or necessitated by

either a court order or agreement resulting from a lawsuit or legislative action North Sound BH-ASO will provide as much notice as possible of the impending changes and provide specifications for the changes as soon as they are available. Provider will implement the changes required by the timeline established in the court order, legal agreement, or legislative action.

- Provider shall implement changes to the content of national standard code sets (such as Current Procedural Terminology [CPT] Codes, Healthcare Common Procedural Coding System [HCPCS], Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization.

### Supplemental Data

- Provider will begin collecting non-encounter data submissions on January 1, 2020 as outlined in the Behavioral Health Supplemental Transaction Data Guide. These transactions include supplemental data, including additional demographic and social determinate data, as well as service episode and outcome data necessary for federal Substance Abuse and Mental Health Services Administration (SAMHSA) block grant reporting and other state reporting needs.

### Testing

Prior to the implementation of any change which affects the data submitted to North Sound BH-ASO – regardless of whether as a result of North Sound BH-ASO CIS Data Dictionary changes or Provider data quality improvement activities – testing must be conducted and successfully completed.

1. Prior to moving changes into production systems, Provider shall submit test batches of the changes to the North Sound BH-ASO CIS Test System.
2. Test batches must be generated from Provider test system and contain a variety of different scenarios related to the changes.
3. Depending on the testing being done North Sound BH-ASO will provide a standard batch report and/or detailed analysis of the test batch identifying issues, if any, to Provider.
4. Once North Sound BH-ASO approves testing of batches, Provider will be allowed to move changes into production systems. North Sound BH-ASO approval will be given after a test batch produces no errors or other mutually agreed upon amount of specific errors.

### North Sound BH-ASO CIS Data Extract

The North Sound BH-ASO CIS Data Dictionary can be found online at: <http://www.nsbhaso.org/DataDict/>. This set of documents describes the data, format, and content that is to be electronically submitted to North Sound BH-ASO.

1. Provider shall provide all applicable data as described in the North Sound BH-ASO CIS Data Dictionary.
2. Provider shall participate in North Sound BH-ASO decisions related to North Sound BH-ASO CIS Data Dictionary changes.
3. Provider shall implement changes made to the North Sound BH-ASO CIS Data Dictionary in the timeframe required by North Sound BH-ASO. In the event short timelines for implementation of changes are required or necessitated by either a court order or agreement resulting from a lawsuit or legislative action North Sound BH-ASO will provide as much notice as possible of the impending changes and provide specifications for the changes as soon as they are available. Provider will implement the changes required by the timeline established in the court order, legal agreement, or legislative action.
4. Provider shall implement changes to the content of national standard code sets (such as Current Procedural Terminology [CPT] Codes, Healthcare Common Procedural Coding System [HCPCS], Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization.

### **Timeliness**

At a minimum, Provider shall transmit data to North Sound BH-ASO CIS once per week except as noted below.

### **Emergency Services**

The provision of any emergency service shall be collected by the Provider information system and submitted to the North Sound BH-ASO within one business day from the completion of that service. Emergency services are those that would be reported via the following transactions:

1. Designated Crisis Responder (DCR) Investigation (160.02)
2. Involuntary Treatment Act (ITA) Hearing (162.02)
3. Outpatient Services (120.03) as related to a DCR Investigation or ITA Hearing.

### **Routine Data Submission**

Required data must be reported by the 5th calendar day of the close of each calendar month in which the event occurred. For example:

- An encounter that occurred in January shall be submitted by the 5th of February.
- An Authorization Request where the requested start date is in July must be submitted by the 5th of August.
- A change in a client's address that occurred in March must be reported by the 5th of April.

## **Error Resolution**

After North Sound BH-ASO processes your submitted batches, a batch report will be generated that will show each record submitted per the North Sound BH-ASO CIS Data Dictionary, if it successfully passed validation rules, and any errors that may be applicable to the record. Validation rules applied to submitted records can be found in the North Sound BH-ASO CIS Data Dictionary. This batch report will be made available in Provider 'Outbound' directory on the North Sound BH-ASO SFTP site.

Certain errors may appear in your batch reports that are not able to be corrected. Corrections to non-correctable errors are not expected to be acted upon and will not show up in other error-related reports. Some of these errors include:

- Requesting to delete a record that does not exist in the North Sound BH-ASO CIS.
- Submitting a service that is over one year old.

Provider shall make corrections in their data system for any record that errors and submit the corrected data to North Sound BH-ASO in a new batch within 10 calendar days of the batch report being generated. Provider shall maintain the originally submitted record key when submitting corrections.

### *Outstanding Errors*

Provider shall ensure sufficient resources are made available to Information System and/or Data Integrity staff to correct any errors that are present on the Outstanding Error report. The Outstanding Error report will be generated daily and will be included in the Data\_Extract.zip file in the Provider 'Outbound' directory on the North Sound BH-ASO SFTP site. Errors on the Outstanding Error report that have been outstanding for more than 10 calendar days will be an indication, in part, of non-compliance with error resolution timelines.



### *Additional Data Cleanup Reports*

North Sound BH-ASO will routinely generate additional data cleanup reports that will be provided to Provider. Provider shall go through said reports within 10 calendar days and do one of the following:

- Make corrections in Behavioral Health Agency (BHA) information system then submit corrected data to North Sound BH-ASO; or
- Notify North Sound BH-ASO IS/IT Administrator that the record(s) on the cleanup report is/are correct.

### **Business Continuity and Disaster Recovery**

Provider shall create and maintain a business continuity and disaster recovery plan (BCDRP) that ensures timely reinstatement of the consumer information system following total loss of the primary system or a substantial loss of functionality. The plan must be in written format, have an identified update process (at least annually) and a copy must be stored off site.

Provider BCDRP must address, at a minimum, the following:

- A mission or scope statement;
- An appointed Information Services Disaster Recovery Staff;
- Provisions for backup of key personnel, identified emergency procedures, and visibly listed emergency telephone numbers;
- Procedures for allowing effective communication, applications inventory and business recovery priority, and hardware and software vendor list;
- Confirmation of updated system and operations documentation;
- Process for frequent backup of systems and data;
- Off-site storage of system and data backups;
- Ability to recovery data and systems from backup files;
- Designated recovery options which may include use of a hot or cold site;
- Evidence that disaster recovery tests or drills have been performed.

### *Other Policies and Procedures related to this section:*

Policy Series 4000: Information Systems and HIPAA Policies

Policy Series 4200: Consumer Information Systems Policies

Business Continuity and Disaster Recovery (BCDR) Policy

Incident Response (IRP) Policy

## *Chapter Ten*

# Protected Health Information (PHI)

### **North Sound BH-ASO's Commitment to Privacy**

Protecting the privacy of Individuals' personal health information is a core responsibility that North Sound BH-ASO takes very seriously. North Sound BH-ASO is committed to complying with all Federal and State Laws regarding the privacy and security of Individuals' protected health information (PHI).

### **Provider Responsibilities**

North Sound BH-ASO expects that its contracted Provider will respect the privacy of North Sound BH-ASO Individuals (including North Sound BH-ASO individuals who are not in service with the Provider) and comply with all applicable laws and regulations regarding the privacy of an individuals' PHI.

### **Applicable Laws**

Providers must understand all State and Federal health care Privacy Laws applicable to their practice and organization. Currently, there is no comprehensive regulatory framework that protects all health information in the United States; instead, there is a patchwork of Laws that Providers must comply with. In general, most health care Providers are subject to various Laws and regulations pertaining to privacy of health information, including, without limitation, the following:

- Compliance with Laws:
  - a. 45 CFR Parts 160, 164 and subparts A and E of Part 164 (HIPAA) the "Health Insurance Portability and Accountability Act of 1996" and its implementing regulations;
  - b. The Health Information Technology for Economic and Clinical Health Act (HITECH)
  - c. 42 CFR Part 2 (Part 2) "confidentiality of SUD Individual Records"
  - d. 42 CFR 432.300-431.307 "State Organization and General Administration", "Safeguarding Information on Applicants and Recipients";
  - e. RCW 70.02.005 "Uniform Health Care Information Confidentiality Act"; and
  - f. RCW 70.02.230

- **State Medical Privacy Laws and Regulations.**  
Providers should be aware that HIPAA provides a floor for individual privacy but that State Laws should be followed in certain situations, especially if the State Law is more stringent than HIPAA. Providers should consult with their own legal counsel to address their specific situation.

## **Uses and Disclosures of PHI**

Workforce members will use and disclose PHI only as permitted under Policy 2522.00: Uses and Disclosures of PHI and by HIPAA, Part 2 and Washington law. Workforce members will provide additional protections for Part 2 Information, mental health information, and sexually transmitted disease information as Required by Law. See also Policy 2522.00: Uses and Disclosures of PHI.

- 1.1 Minimum Necessary.** When using, disclosing, or requesting PHI, Workforce members will make reasonable efforts to limit the use, disclosure, or request to the minimum necessary to accomplish the intended and permissible purpose of the use, disclosure, or request, to the extent required by HIPAA, Part 2, Washington law and in accordance with Policy 2509.00: Minimum Necessary. For example, it would be improper to disclose everything in an Individual's file if the recipient of the information needs only one (1) specific piece of information. A general guideline for disclosure of confidential information is to disclose only the minimum necessary, for only as long as is necessary and to only necessary recipients considering the purpose of the communication.
- 1.2 Authorization.** For any uses and disclosures of PHI not specifically permitted by law or Required by Law, Providers must obtain an authorization by the Individual or the Individual's Authorized Representative. See Policy 2521.00: Authorization.
- 1.3 No Marketing or Sale of PHI.** Providers will not engage in Marketing or Sale of PHI unless it meets an exception recognized by HIPAA and Washington law or obtains a valid authorization by or on behalf of the Individual.

## **Inadvertent Disclosures of PHI**

North Sound BH-ASO may, on occasion, inadvertently misdirect or disclose PHI pertaining to North Sound BH-ASO Individual(s) who are not the clients of the Provider. In such cases, the Provider shall return or securely destroy the PHI of the affected North

Sound BH-ASO Individual in order to protect their privacy. The Provider agrees to not further use or disclose such PHI, unless otherwise permitted by Law.

### **Written Authorizations**

Uses and disclosures of PHI that are not permitted or required under applicable Law require the valid written authorization of the Individual. Authorizations should meet the requirements of HIPAA and applicable State Law. A sample Authorization for the Use and Disclosure of Protected Health Information is included at the end of this section.

### **Privacy Rights**

Individuals are afforded various rights under HIPAA. North Sound BH-ASO Providers must allow Individuals to exercise any of the below-listed rights that apply to the Provider's practice:

- **Notice of Privacy Practices**  
Providers that are covered under HIPAA and that have a direct treatment relationship with the Individual should provide individuals with a notice of privacy practices that explains privacy rights and the process the individual should follow to exercise those rights. The Provider should obtain a written acknowledgment that the Individual received the notice of privacy practices.
- **Requests for Restrictions on Uses and Disclosures of PHI**  
Individuals may request that a health care Provider restrict its uses and disclosures of PHI. The Provider is not required to agree to any such request for restrictions.
- **Requests for Confidential Communications**  
Individuals may request that a health care Provider communicate PHI by alternative means or at alternative locations. Providers must accommodate reasonable requests by the individual.
- **Requests for Access to PHI**  
Individuals have a right to access their own PHI within a Provider's designated record set. Personal representatives of Individuals have the right to access the PHI of the subject Individual. The designated record set of a Provider includes the Individual's medical record, as well as billing and other records used to make decisions about the Individual's care or payment for care.
- **Request to Amend PHI**  
Individuals have a right to request that the Provider amend information in their designated record set.
- **Request Accounting of PHI Disclosures**

Individuals may request an accounting of disclosures of PHI made by the Provider during the preceding ten (10) year period. The list of disclosures does not need to include disclosures made for treatment, payment, or health care operations or made prior to April 14, 2003.

## **PHI Security**

Providers must implement and maintain reasonable and appropriate safeguards to protect the confidentiality, availability, and integrity of North Sound BH-ASO Individual and PHI. As more Providers implement electronic health records, Providers need to ensure that they have implemented and maintain appropriate cyber security measures. Providers should recognize that identity theft – both financial and medical -- is a rapidly growing problem and that their Individuals trust their health care. Providers are to keep their most sensitive information private and confidential.

Medical identity theft is an emerging threat in the health care industry. Medical identity theft occurs when someone uses a person's name and sometimes other parts of their identity –such as health insurance information—without the person's knowledge or consent to obtain health care services or goods. Medical identity theft frequently results in erroneous entries being put into existing medical records. Providers should be aware of this growing problem and report any suspected fraud to North Sound BH-ASO.

## **PHI Transactions and Code Sets**

North Sound BH-ASO requires the use of electronic transactions to streamline health care administrative activities. North Sound BH-ASO Providers must submit Claims and other transactions to North Sound BH-ASO using electronic formats. Certain electronic transactions in health care are subject to HIPAA's Transactions and Code Sets Rule including, but not limited to, the following:

1. Claims and Encounters
2. Member eligibility status inquiries and responses
3. Claims status inquiries and responses
4. Authorization requests and responses
5. Remittance advices

North Sound BH-ASO is committed to complying with all HIPAA and Part 2 Transaction and Code Sets standard requirements. Providers should refer to North Sound BH-ASO's website at <https://www.nsbhaso.org> for additional information regarding HIPAA standard transactions.

## **National Provider Identifier**

Provider must comply with the National Provider Identifier (NPI) Rule promulgated under HIPAA. The Provider must obtain an NPI from the National Plan and Provider Enumeration System (NPPES) for itself or for any subparts of the Provider. The Provider must report its NPI and any subparts to North Sound BH-ASO and to any other entity that requires it. Any changes in its NPI or subparts information must be reported to NPPES within thirty (30) days and should also be reported to North Sound BH-ASO within thirty (30) days of the change. Providers must use their NPI to identify it on all electronic transactions required under HIPAA and on all Claims and Encounters submitted to North Sound BH-ASO.

## **42 CFR Part 2**

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 an SUD or has been treated by a Part 2 Program.

Part 2 Program means a federally assisted program engaged in the provision of SUD diagnosis, treatment, or referral for treatment. Part 2 means those regulations at 42 CFR Part 2 related to the confidentiality of substance use treatment information.

## **Business Associate and Qualified Service Agreements**

North Sound BH-ASO will determine whether any vendor, independent contractor, or Subcontractor is a Business Associate and/or a Qualified Service Organization (QSO). The North Sound BH-ASO will not permit a Business Associate/QSO to create, receive, maintain, or transmit any PHI, including Part 2 information, unless the Business Associate QSO first provides written assurances, usually in the form of a BAA/QSO.

## **Business Associate Agreement (BAA)**

A BAA is 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. North Sound BH-ASO, at times, will be contracting both with Business Associates and as a Business Associate.

### **Qualified Service Organization or “QSO”**

A person or entity who provides services to a Part 2 Program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and has entered into a written Qualified Service Agreement (QSA) or QSOA with a Part 2 Program.

### **Additional Requirements for Delegated Providers**

Providers that are delegated for Utilization Management activities are the “business associates” of North Sound BH-ASO. Under HIPAA and 42 CFR Part 2 North Sound BH-ASO must obtain contractual assurances from all business associates that they will safeguard PHI. Delegated Providers must agree to various contractual provisions required under HIPAA’s Privacy and Security Rules.

*Other Policies and Procedures related to this section:*

Privacy Policy Series #2500

## *Chapter Eleven*

# PROGRAM INTEGRITY

### Section 11.1: **Compliance and Oversight Monitoring**

#### **Definitions**

Fraud: "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State Law. (42 CFR § 455.2)

Waste: Health care spending that can be eliminated without reducing the quality of care. Quality waste includes overuse, underuse, and ineffective use. Inefficiency waste includes redundancy, delays, and unnecessary process complexity. An example would be the attempt to obtain reimbursement for items or services where there was no intent to deceive or misrepresent, however the outcome resulted in poor or inefficient billing methods (e.g., coding) causing unnecessary costs to the Medicaid program.

Abuse: Actions that may, directly or indirectly, result in unnecessary costs to the Medicaid Program, improper payment, payment for services that fail to meet professionally recognized standards of care, or services that are medically unnecessary. Abuse involves payment for items or services when there is no legal entitlement to that payment and the Provider has not knowingly and/or intentionally misrepresented facts to obtain payment. Abuse cannot be differentiated categorically from fraud, because the distinction between "fraud" and "abuse" depends on specific facts and circumstances, intent and prior knowledge, and available evidence, among other factors.

#### **Fraud, Waste, and Abuse**

North Sound BH-ASO is dedicated to the detection, prevention, investigation, and reporting of potential health care fraud, waste, and abuse. As such, North Sound BH-ASO's Compliance program maintains a comprehensive plan, which addresses how North Sound BH-ASO will uphold and follow state and federal statutes and regulations pertaining to fraud, waste, and abuse. The plan also addresses fraud, waste and abuse prevention and detection along with and the education of appropriate employees, vendors, Providers and associates doing business with North Sound BH-ASO.



North Sound BH-ASO regards behavioral health care fraud, waste and abuse as unacceptable, unlawful, and harmful to the provision of quality health care in an efficient and affordable manner. North Sound BH-ASO has therefore implemented a plan to prevent, investigate, and report suspected health care fraud, waste and abuse in order to reduce health care cost and to promote quality behavioral health care.

North Sound BH-ASO requires all Providers to have the following safeguards in place to prevent Fraud, Waste, and Abuse:

1. A process to inform employees of the False Claims Act;
2. An administrative procedure to detect and prevent fraud, waste, and abuse outlined in the Provider compliance plan;
3. Standards of conduct that articulate the Providers commitment to comply with all North Sound BH-ASO and applicable federal and state standards;
4. The designation of a compliance officer and a compliance committee that is accountable to senior management;
5. Effective lines of communication between the compliance officer and employees;
6. Enforcement of standards through well-publicized disciplinary policies;
7. Provision for internal monitoring and auditing of services provided;
8. Provision for prompt response to detected violations, and for development of corrective action initiatives;
9. Provision of detailed information to employees regarding fraud and abuse policies and procedures and the False Claims Act and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.

### **Examples of Fraud, Waste and Abuse by a Provider**

The types of questionable Provider schemes investigated may include, but are not limited to the following:

1. A physician knowingly and willfully referring a Medicaid Individual to health care facilities in which or with which the physician has a financial relationship. (Stark Law)
2. Altering claims and/or medical record documentation in order to get a higher level of reimbursement.
3. Balance billing individuals for covered services. This includes asking the individual to pay the difference between the discounted and negotiated fees, and the Provider's usual and customary fees.
4. Billing and providing for services to individuals that are not medically necessary.
5. Billing for services, procedures and/or supplies that have not been rendered.

6. Billing under an invalid place of service in order to receive or maximize reimbursement.
7. Completing certificates of Medical Necessity for individuals not personally and professionally known by the Provider.
8. Concealing an individual's misuse of a health insurance identification card.
9. Failing to report an individual's forgery or alteration of a prescription or other medical document.
10. False coding in order to receive or maximize reimbursement.
11. Inappropriate billing of modifiers in order to receive or maximize reimbursement.
12. Inappropriately billing of a procedure that does not match the diagnosis in order to receive or maximize reimbursement.
13. Knowingly and willfully soliciting or receiving payment of kickbacks or bribes in exchange for referring Individuals.
14. Not following incident to billing guidelines in order to receive or maximize reimbursement.
15. Overutilization
16. Participating in schemes that involve collusion between a Provider and an individual that result in higher costs or charges.
17. Questionable prescribing practices.
18. Unbundling services in order to get more reimbursement, which involves separating a procedure into parts and charging for each part rather than using a single global code.
19. Upcoding, which is when a Provider does not bill the correct code for the service rendered, and instead uses a code for a like services that costs more.
20. Using the adjustment payment process to generate fraudulent payments.

### **Examples of Fraud, Waste, and Abuse by an Individual**

The types of questionable Individual schemes investigated may include, but are not limited to, the following:

- Benefit sharing with persons not entitled to the individual's benefits.
- Conspiracy to defraud Medicaid, North Sound BH-ASO or other provider of services.
- Doctor shopping, which occurs when an Individual consults a number of Providers for the purpose of inappropriately obtaining services.
- Falsifying documentation in order to get services approved.
- Forgery related to health care.

- Prescription diversion, which occurs when an individual obtains a prescription from a Provider for a condition that they do not suffer from and the individual sells the medication to someone else.

### **Federal False Claims Act**

The False Claims Act is a Federal statute that covers fraud involving any Federally funded contract or program. The act establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent Claim to the U.S. Government for payment.

The term “knowing” is defined to mean that a person with respect to information:

1. Has actual knowledge of falsity of information in the Claim;
  - a. Acts in deliberate ignorance of the truth or falsity of the information in a Claim; or Acts in reckless disregard of the truth or falsity of the information in a Claim.

The act does not require proof of a specific intent to defraud the U.S. Government. Instead, health care Providers can be prosecuted for a wide variety of conduct that leads to the submission of fraudulent Claims to the Government, such as knowingly making false statements, falsifying records, double-billing for items or services, submitting bills for services never performed or items never furnished or otherwise causing a false Claim to be submitted.

### **Washington State False Claims Act**

In 2012, the State of Washington passed the Washington State Medicaid Fraud False Claims Act (“Washington Medicaid FCA”), its own version of the federal False Claims Act (“FCA”). The Washington Medicaid FCA allows private individuals who know about Medicaid fraud to bring a qui tam case against a person or entity for submitting or causing the submission of false claims to the State. As its title indicates, the Washington Medicaid FCA only applies to fraud against Washington’s Medicaid Program, called Apple Health.

Like the federal FCA, the Washington Medicaid FCA offers financial rewards to whistleblowers for bringing an action on behalf of the State. If the State decides to intervene in a case, the whistleblower may receive 15-25% of the recovery. If the State does not intervene and the whistleblower pursues the case on their own, they may receive 25-30% of the recovery.

## **Deficit Reduction Act**

On February 8, 2006, the Deficit Reduction Act (“DRA”) was signed into Law, which became effective on January 1, 2007. The DRA aims to cut fraud, waste and abuse from the Medicare and Medicaid programs.

Health care entities like North Sound BH-ASO who receive or pay out at least \$5 million dollars in Medicaid funds per year must comply with the DRA. As a Provider doing business with North Sound BH-ASO, Providers and their staff have the same obligation to report any actual or suspected violation of Medicare/Medicaid funds either by fraud, waste or abuse. Entities must have written policies that inform employees, Providers, and agents of the following:

1. The Federal False Claims Act and state Laws pertaining to submitting false claims;
2. How Providers will detect and prevent fraud, waste, and abuse;
3. Employee protection rights as a whistleblower.

The Federal False Claims Act and the Medicaid False Claims Act have Qui Tam language commonly referred to as “whistleblower” provisions. These provisions encourage employees (current or former) and others to report instances of fraud, waste or abuse to the government. The government may then proceed to file a lawsuit against the organization/individual accused of violating the False Claims acts. The whistleblower may also file a lawsuit independently. Cases found in favor of the government will result in the whistleblower receiving a portion of the amount awarded to the government.

Whistleblower protections state that employees who have been discharged, demoted, suspended, threatened, harassed or otherwise discriminated against due to their role in disclosing or reporting a false claim are entitled to all relief necessary to make the employee whole including:

- Employment reinstatement at the same level of seniority;
- Two times the amount of back pay plus interest;
- Compensation for special damages incurred by the employee as a result of the employer’s inappropriate actions.

Affected entities who fail to comply with the Law will be at risk of forfeiting all Medicaid payments until compliance is met.

## **Review of Provider Claims and Claims System**

North Sound BH-ASO fiscal/claims staff are trained to recognize unusual billing practices and to detect fraud, waste and abuse. If the Fiscal/Claims staff suspects fraudulent, abusive or wasteful billing practices, the billing practice is documented and reported to the Compliance Officer.

The Claims payment system utilizes system edits and flags to validate those elements of Claims that are billed in accordance with standardized billing practices; ensure that Claims are processed accurately and ensure that payments reflect the service performed as authorized.

North Sound BH-ASO performs auditing to ensure the accuracy of data input into the Claims system. The Fiscal/Claims department conducts regular audits to identify system issues or errors. If errors are identified, they are corrected, and a thorough review of system edits is conducted to detect and locate the source of the errors.

### **Investigation and Post-payment Recovery Activities**

The terms expressed in this section of this Supplemental Provider Service Guide (SPSG) are incorporated into the Provider and are intended to supplement, rather than diminish, any and all other rights and remedies that may be available to North Sound BH-ASO under the Provider Agreement or at Law or equity. In the event of any inconsistency between the terms expressed here and any terms expressed in the Provider Agreement, the parties agree that North Sound BH-ASO shall, in its sole discretion, exercise the terms that are expressed in the Provider Agreement, the terms that are expressed here, its rights under Law and equity, or some combination thereof.

Provider will provide North Sound BH-ASO, HCA, and other governmental agencies and their representatives or agents, access to examine, audit, and copy any and all records deemed necessary to determine compliance with the terms of the Provider Agreement, including for the purpose of investigating potential fraud, waste and abuse. Documents and records must be readily accessible at the location where the Provider provides services. The Provider shall assist the auditing agency during the review, including the provision of records. Auditable documents and records include, but are not limited to, medical charts; billing records; financial records; any record related to services rendered, quality, appropriateness, and timeliness of service; any record relevant to an administrative, civil or criminal investigation or prosecution; and coordination of benefits information. Production of auditable documents and records must be provided in a timely manner, as requested by North Sound BH-ASO and without charge to North Sound BH-ASO. In the event North Sound BH-ASO identifies fraud, waste or abuse, the Provider agrees to repay funds or North Sound BH-ASO may seek recoupment.

If a North Sound BH-ASO auditor is denied access to Provider's records, all of the Claims for which the Provider received payment from North Sound BH-ASO is immediately due and owing. If the Provider fails to provide all requested documentation for any Claim, the entire amount of the paid Claim is immediately due and owing. North Sound BH-ASO may offset such amounts against any amounts owed by North Sound BH-ASO to the Provider. Claims for which Provider fails to furnish supporting documentation during the audit process are not reimbursable and are subject to recoupment.

### **Information on Persons Convicted of Crimes and Reporting**

The North Sound BH-ASO will not contract with any Provider that is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or federal department or agency from participating in transactions. The Provider shall immediately notify North Sound BH-ASO should the Provider become debarred. North Sound BH-ASO may immediately terminate the Provider contract by giving written notice as detailed in the contract. North Sound BH-ASO will provide the following information to HCA in any instance in which a Provider contract is terminated:

- Individual provider/entities' name;
- Individual provider/entities NPI number;
- Source of termination;
- Nature of the termination; and
- Legal action against the individual/entities

Along with notifying North Sound BH-ASO, the Provider will investigate and disclose to HCA, at contract execution or renewal, and upon request of HCA, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.

North Sound BH-ASO requires each contracted Provider to conduct monthly exclusionary checks to determine if an employed individual is excluded from participation in Federal and State programs. Each Provider must submit the Exclusion Attestation Form found at the North Sound BH-ASO website and found in Forms and Reports in this document and notify North Sound BH-ASO of any excluded employed individual that was identified. North Sound BH-ASO will not provide payment for any services provided by an excluded individual. North Sound BH-ASO may recoup payments for any services that were provided by an excluded individual.

## **Provider Training**

All providers are required to conduct or participate in annual Compliance Fraud, Waste, and Abuse training as outlined in the North Sound BH-ASO Program Integrity Plan. Each contracted Provider is required to submit the annual Compliance Training Attestation found [here](#), indicating all Provider staff have participated in and been assessed on Compliance Fraud, Waste, and Abuse by November 30<sup>th</sup>. North Sound BH-ASO provides the recommended training via the attestation sheet. If a Provider wishes to utilize their own training materials, then they must send them to [compliance\\_officer@nsbhaso.org](mailto:compliance_officer@nsbhaso.org) for approval.

When North Sound BH-ASO identifies through an audit or other means a situation with a Provider (e.g., coding, billing) that is either inappropriate or deficient, North Sound BH-ASO may determine that a Provider education visit is appropriate.

## **Reporting Fraud, Waste and Abuse**

North Sound BH-ASO Providers have a responsibility to raise questions about business ethics and regulatory compliance, to report incidents of potential non-compliance and to report suspected fraud and abuse identified during performing work responsibilities to North Sound BH-ASO Compliance Officer.

A Provider employee may report any potential fraud or abuse to their supervisors who must then report the suspected misconduct to their agency's Compliance Officer, who in turn reports to North Sound BH-ASO Compliance Officer.

A report may be made by individuals, BHA providers or their employees, or North Sound BH-ASO employees to the North Sound BH-ASO Compliance Officer using one of the following options:

- In person, to North Sound BH-ASO Compliance Officer;
- Faxing a report to North Sound BH-ASO Compliance Officer at 360.899.4754;
- Anonymously and confidentially calling the North Sound BH-ASO Compliance Hotline at (360) 416-7013 Extension 617 or (800) 684-3555 Extension 617;
- By E-mail to Compliance Officer at [compliance\\_officer@nsbhaso.org](mailto:compliance_officer@nsbhaso.org); or
- Mailing a written concern or report to:

Compliance Officer  
North Sound Behavioral Health Administrative Services  
Organization

North Sound BH-ASO Supplemental Provider Guide

2021 E. College Way, Suite 101  
Mt. Vernon, WA 98273  
(Please identify as Confidential on outside of envelope)

You may also report cases of fraud, waste or abuse using one of the below options. You have the right to have your concerns reported anonymously without fear of retaliation.

Remember to include the following information when reporting:

- Nature of complaint.
- The names of individuals and/or entity involved in suspected fraud and/or abuse including address, phone number, and any other identifying information.

*Other Policies and Procedures related to this section:*

Policy #2001



## *Chapter Twelve*

# ADVANCE DIRECTIVE

Mental Health Advance Directives are a written choice for mental health care. Under Washington State Law, RCW 71.32, Provider policy and procedure must be in compliance with the law.

The Provider shall inform all individuals seeking mental health services and individuals with a history of frequent crisis system utilization of their right to a Mental Health Advance Directive (MHAD) and shall provide technical assistance to those who express an interest in developing and maintaining a MHAD.

Providers shall maintain current copies of any Mental Health Advance Directives Individual's record. Under no circumstances may any Provider refuse to treat an individual or otherwise discriminate against them because the individual has completed a Mental Health Advance Directive.

Providers shall inform individuals that complaints concerning noncompliance with a MHAD should be referred to the Department of Health.

*Other Policies and Procedures related to this section:*

## *Chapter Thirteen*

# OMBUDS

North Sound BH-ASO will provide a regional behavioral health Ombuds as described in RCW 71.24.

Contracting for Ombuds services shall include the following provisions:

1. Separation of personnel functions (e.g., hiring, salary and benefits determination, supervision, accountability and performance evaluations) Independent decision making to include all activities, findings, recommendations and reports.
2. Is responsive to the age and demographic character of the region and assists and advocates for Individuals with resolving grievances at the lowest possible level.
3. Independent from contracted Service Providers.
4. Receives Individual, family member, and other interested party Grievances.
5. Is accessible to Individuals, including a toll-free, independent phone line for access.
6. Is able to access service sites and records relating to the Individual with appropriate releases so that it can reach out to Individuals and provide assistance with the grievance process.
7. Receive training and adheres to confidentiality consistent with the Contract and Chapters 71.05, 71.24, and 70.02 RCW.
8. Continue to be available to advocate and assist the Individuals through the Grievance and Administrative Hearing processes.
9. Involve other persons, at the Individual's request.
10. Coordinates and collaborates with allied systems' advocacy and Ombuds services to improve the effectiveness of advocacy and to reduce duplication of effort for shared individuals.
11. Prepare reports and formalized recommendations at least biennially to the North Sound BH-ASO Internal Quality Management Committee and annually to the North Sound BH-ASO Advisory Board and Board of Directors.
12. North Sound BH-ASO will audit the Ombuds program on an annual basis.

*Other Policies and Procedures related to this section:*

Policy #1029.00

## *Chapter Fourteen*

# FAMILY YOUTH SYSTEM PARTNER ROUNDTABLE

Family Youth System Partner Roundtables (FYSPRT) are intended to influence child serving systems and to promote proactive changes that will improve access to, and the quality of, services for families and youth with complex behavioral health challenges and the outcomes they experience. The regional FYSPRT is called North Sound Youth and Family Coalition (YFC). YFC provides a forum for regional information exchange and problem solving, as well as an opportunity for identifying and addressing barriers to providing comprehensive behavioral health services and supports to children and youth.

Consistent with the FYSPRT Manual and Resource Guide, the North Sound BH-ASO will develop, promote and support the regional FYSPRT by providing administrative and staff support for the performance of work as defined in the HCA Contract.

North Sound YFC has a tri-lead structure wherein youth, family, and system partners are recruited by North Sound BH-ASO staff to create agendas, facilitate meetings, identify and promote leadership opportunities for youth and families, and guide the development of the group. Members may be youth who have accessed behavioral health services, family members, or system partners who work in organizations that serve children, youth, and families. YFC aims for 51% of its members to identify as either youth or family partners.

As the convener, North Sound BH-ASO is responsible for outreach, engagement, and recruitment of both tri-leads and members, onboarding and activating tri-leads in their roles, and providing all of the support YFC needs in order to reach its goals.

YFC's organizational documents, including the charter, strategic plan, annual plan, meeting agendas, and meeting minutes are all posted on the website: <https://nsyfc.org/>.

*Other Policies and Procedures related to this section:*

## *Chapter Fifteen*

# FEDERAL BLOCK GRANT

All activities and services shall be performed in accordance with the Contract and according to the terms set forth by the North Sound BH-ASO Behavioral Health Advisory Board-approved Mental Health Block Grant (MHBG) project plan and Substance Abuse Block Grant (SABG) project plan.

Federal Block Grant (FBG) funds may not be used to pay for services provided prior to the execution of the contracts, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.

Federal Award Identification for Subrecipients (reference 2 CFR 200.331)  
Mental Health Block Grant CFDA #93.958; FAIN #B09SM010056  
Substance Abuse Block Grant CFDA #93.959; FAIN #B08TI0056

FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump sum contracts shall be based on reasonable costs.

North Sound BH-ASO shall conduct and/or make arrangements for an annual fiscal review of each Provider receiving FBG funds through fee-for-service, set rate, performance-based or cost reimbursement contracts. The annual fiscal review shall ensure that:

- Expenditures are accounted for by revenue source.
- No expenditures were made for items identified below
  - The Provider's administrative costs associated with salaries and benefits at the Provider's organization level.
  - Inpatient mental health services.
  - Construction and/or renovation.
  - Capital assets or the accumulation of operating reserve accounts.
  - Equipment costs over \$5,000.
  - Cash payments to Individuals.

The Provider shall provide MHBG services to promote recovery for an adult with a SMI and resiliency for Serious Emotional Disturbance (SED) children in accordance with

federal and state requirements. SABG funds shall be used to provide services to priority populations.

The Provider shall ensure that FBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described below:

Benefits	Services	Use MHBG	Use Medicaid
Individual is not a Medicaid recipient	Any type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not allowed under Medicaid	Yes	No

The Provider and its Subcontractors shall not charge or accept additional fees from any individual, relative, or any other person, for FBG services provided under this Contract other than those specifically authorized by North Sound BH-ASO. In the event the Provider or its Subcontractor charges or accepts prohibited fees, North Sound BH-ASO shall have the right to assert a claim against the Provider or its Subcontractors on behalf of the individual, per Chapter 74.09 RCW. Any violation of this provision shall be deemed a material breach of the Contract.

North Sound BH-ASO shall reduce the amount paid to providers by any sliding fee schedule amounts collected from Individuals in accordance with Policy.

The Provider shall notify North Sound BH-ASO when Federal Block Grant funded PPW and IUID services are at 90% capacity.

Upon request by North Sound BH-ASO/HCA, the Provider shall attend or send a representative to the Washington State Behavioral Health Advisory Committee meetings to discuss priorities for future FBG supported services.

FBG requires annual peer reviews by individuals with expertise in the field of mental health treatment (for MHBG) and by individuals with expertise in the field of drug use treatment (for SABG) consisting of at least five percent (5%) of treatment providers. North Sound BH-ASO and Providers shall participate in a peer review process when requested HCA (42 U.S.C. 300x- 53 (a) and 45 C.F.R. 96.136, MHBG Service Provisions).

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the Federal Drug Administration (FDA)- approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

The Provider shall submit regional MHBG and SABG Final Reports annually for services provided in the prior state fiscal year. Reports must be provided on the current templates. See Reports Section for Federal Block Grant Annual Progress Reports.

Federal Block Grant expenditures shall be reported monthly on the MHBG Expenditure Report, SABG expenditure report and the A-19.

*Other Policies and Procedures related to this section:*

Policy #1574

Policy #1590

Policy #1532

## Section 15.1: **Program for Assistance in Transition from Homelessness (PATH)**

PATH is a homeless outreach program in Snohomish County. A SAMHSA Grant designed to engage and enroll individuals who are homeless in PATH to quickly re-house individuals and families to minimize trauma and dislocation, promote access to and effective utilization of mainstream programs and optimize self-sufficiency among individuals and families experiencing homelessness. Federal Award Identification for Subrecipients 2 CFR 200.331

PATH FAIN: X06SM083702-01

PATH CFDA: 93.150

Eligibility:

- Adults over the age of 18 who is homeless or at imminent risk of homelessness with a diagnosable and persistent mental or emotional impairment that seriously limits the individual's major life activities, and also individuals who have Co-Occurring Substance Use Disorders.

Priority Populations:

- Special consideration to services for veterans, and strongly encourage to work closely with entities that demonstrate effectiveness in serving homeless veterans
- Services for the chronic homeless population

Outreach efforts focused on individuals who are homeless or chronically homeless.

Services:

PATH services and activities must be consistent with PL 101-645 Title V, Subtitle B and the Intended Use Plan (IUP) submitted by the Provider of PATH services. Services shall be culturally competent, professional, effective and provided in the least intrusive manner in locations where PATH eligible individuals may be found and served. PATH enrolled individuals and families are screened for benefits, to include but limited to the following:

- Services include, but not limited to emergency, psychiatric, medical, residential, employment and community support services;
- Housing and resources;
- Veterans' services;
- SSI/SSDI or other disability and financial benefits;
- American Indian benefits;
- Economic services;
- Medical services;
- Substance Use Disorder treatment; and
- Vocational rehabilitation services.

Provider must provide services and activities described in the approved IUP. It shall be the basis for PATH services. Services will:

- Be culturally competent, professional and effective;
- Provided in the least restrictive manner in locations where PATH eligible individuals may be found and served;
- Number of individuals identified on the IUP are served;
- Achieve or exceed national PATH Government Performance and Results Act (GPRA) performance measures in delivery and cost;
- Maintain staffing levels as described in the IUP;

- Entered into HMIS

Provider may not exclude individuals from mental health services due to the existence or suspicion of a Substance Use Disorder. Nor have a policy excluding individuals from Substance Use Disorder services due to the existence or suspicion of a mental illness. The Provider may not expend more than 20% of PATH funds for housing services and the Provider shall not have a policy excluding individuals from any of the following:

- Mental health services due to the existence or suspicion of a Substance Use Disorder; and
- Substance Use Disorder services due to the existence or suspicion of a Mental Illness.

PATH funds may be used only for expenses clearly related and necessary to carry out the Provider's IUP, approved services and activities. No payments shall be made to support emergency shelters, construction of housing facilities, inpatient psychiatric or substance use treatment or to make any cash payments to intended recipients of mental health or substance use services.

## **PATHFINDER**

Is a specific grant-funded pilot under the State-Targeted Response to the Opioid Use Disorder (OUD), individuals with OUD re-entering the community from juvenile and adult correctional facilities, homeless with OUD, individuals with OUD living in rural/frontier communities and tribal communities. Individuals with OUD who are at risk of overdose. The Provider will ensure PATHFINDER peer project meets the following goals:

- i. Conduct outreach and establish connections with local emergency rooms;
- ii. Conduct outreach to individuals in locations that are not meant for habitation;
- iii. Connect to mainstream resources; and
- iv. Connect with OUD Treatment.

PATHFINDER services are paid on performance as outlined in the contract. Federal Award Identification for Subrecipients (SOR II Grant) 2 CFR 200.331

Peer Pathfinder FAIN: H79T1083286

Peer Pathfinder CFDA: 93.788

*Other Policies and Procedures related to this section:*

Policy #1590



## *Chapter Sixteen*

# CLINICAL PRACTICE GUIDELINES

North Sound BH-ASO, under the oversight of the Behavioral Health Medical Director, has adopted behavioral health practice guidelines known to be effective in improving outcomes. Our Clinical Practice Guideline Policy is based on the following:

- Valid and reliable clinical scientific evidence;
- In the absence of scientific evidence, professional standards; or
- In the absence of scientific evidence and professional standards, a consensus of Health Care Professionals in the particular field.

North Sound BH-ASO has adopted guidelines from recognized sources that develop or promote evidence-based clinical practice guidelines such as the American Psychiatric Association (APA) or the American Academy of Child and Adolescent Psychiatry (AACAP), National Institute of Health Centers, or Substance Abuse Mental Health Services Administration (SAMHSA).

The guidelines:

- Consider the needs of Individuals and support them and their family involvement in care plans.
- Should be used as a resource for Crisis Planning and Risk Assessments.
- Are adopted in consultation with contracting Behavioral Health Professionals within the state of Washington.

North Sound BH-ASO has included its Behavioral Health Medical Director in the evaluation of emerging technologies for the treatment of behavioral health conditions and related decisions. North Sound BH-ASO has also had a Child or Adolescent Psychiatrist available for consultation related to other emerging technologies for the treatment of behavioral health conditions in children and youth. The North Sound BH-ASO Provider Network is encouraged to utilize guidelines from recognized sources that develop or promote evidence-based clinical practice. It is recommended that Providers utilize the practice guidelines from recognized sources as a training and supervision tool for direct service clinical staff.

*Other Policies and Procedures related to this section:*

Policy #1508

## *Chapter Seventeen*

# CARE COORDINATION

As appropriate to the terms of their contract, the Provider shall develop and implement protocols that promote coordination, continuity, and quality of care that address the following:

- Care for Individuals in alternative settings such as homeless shelters, permanent supported housing, nursing homes or group homes.
- Strategies to reduce unnecessary crisis system utilization.
- Care transitions and sharing of information among jails, prisons, hospitals, residential treatment centers, detoxification and sobering centers, homeless shelters and service providers for Individuals with complex behavioral health and medical needs.
- 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.

To promote quality of care, the Provider shall coordinate with External Entities, as appropriate to the population they serve, including, but not limited to:

- Family Youth System Partner Roundtable (FYSPRT);
- Apple Health Managed Care Organizations;
- Tribal entities;
- Community Health Clinics, Federally Qualified Health Centers (FQHCs), and Rural Health Centers (RHC);
- The Criminal Justice system (courts, jails, law enforcement, public defenders, Department of Corrections, juvenile justice system);
- State and federal agencies and local partners that manage access to housing;
- Education systems, to assist in planning for local school district threat assessment process;
- First Responders.

The Provider shall contact North Sound BH-ASO's clinical team to coordinate the transfer of Individual information, including initial assessments and care plans, with MCO's, other BH-ASOs, and Tribes and non-Tribal IHCPs, as needed when an Individual moves between regions or gains or loses Medicaid eligibility resulting in a significant change in services, to reduce duplication of services and unnecessary delays in service

provision.

The Provider shall participate in disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by North Sound BH-ASO, county, or local public health jurisdiction. The Provider shall attend state- sponsored training and participate in emergency/disaster preparedness planning when requested by North Sound BH-ASO, 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.

*Other Policies and Procedures related to this section:*

Policy #1517

Policy #1536

Policy #1560

Policy #1595

Policy #1597

### Section 17.1: **Tribal Coordination**

The North Sound BH-ASO has a long-standing relationship with the North Sound Region Tribes. It is a relationship based on trust and respect. Our work with the local Tribes is a partnership working to create a culture that provides equity in services and opportunities to partner on reducing barriers to treatment. The North Sound BH-ASO and its Provider Network will work participate in the development of and follow the HCA-Tribal "Protocols for Coordination of Crisis Services" as they are developed with each Tribe.

*Other Policies and Procedures related to this section:*

Policy #6003

Protocols for Coordination of Crisis Services

### Section 17.2: **Planning for Termination of Services**

Providers will plan for the termination of services with all individuals exiting services to ensure individuals and families have what they need to support ongoing recovery. Comprehensive termination of services plans:

- Begin at the intake appointment and apply to all Individuals regardless of length of stay or whether they complete treatment.
- Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring and referral entities.
- Establish referral relationships as appropriate to meet the ongoing needs of individuals and families including behavioral health services accepting health coverage that an individual or family might acquire during the episode of care, volunteer and vocational services, housing services, educational services, food access, primary healthcare, and other resources;
- Coordinate, as needed, with prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the Division of Children and Families (DCYF), and the Economic Services Administration including Community Service Offices (CSOs).

### **Evaluation & Treatment Facility Discharge Planners**

E&T Discharge Planners shall be provided within the identified resources in the Provider Contract. North Sound BH-ASO shall pay the Provider upon receipt and acceptance by North Sound BH-ASO of verification that an E&T Discharge Planner position has been fully staffed by an individual whose sole function is the E&T Discharge Planner role, as described in Policy.

Each E&T location shall have a designated E&T Discharge Planner. The E&T Discharge Planner shall develop and coordinate discharge plans that are: complex, multi system, mixed funding, and specific to Individuals that would otherwise be transferred to a state hospital. The plan shall track the Individual's progress upon discharge for no less than thirty (30) days after discharge from the E&T facility.

The Provider shall submit to North Sound BH-ASO the E&T Discharge Planner's reports that track the total number of all discharges from their E&T location and differentiate between those that were deemed complex and those that were deemed standard. The report is due the fifteenth (10th) of the month following the month being reported using the template found [here](#).

*Other Policies and Procedures related to this section:*

## *Chapter Eighteen*

# CRISIS SERVICES

North Sound BH-ASO has developed a regional crisis system responsive to individuals who present with a need for Crisis Services in the Regional Service Area (RSA). Crisis means a behavioral health crisis, defined as a turning point, or a time, a stage, or an event, whose outcome includes a distinct possibility of an undesirable outcome. Crisis Services provide evaluation and short-term treatment and other services to Individuals 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.

### **Crisis System Operational Requirements**

Crisis System General Requirements:

1. North Sound BH-ASO maintains a regional behavioral health crisis system that meets the following general requirements:
  - a. Crisis Services will be available to all individuals who present with a need for Crisis Services in Snohomish, Island, Skagit, San Juan and Whatcom Counties.
  - b. Crisis Services will be provided in accordance with Chapters 71.05 Revised Code of Washington (RCW) and 71.34 RCW.
  - c. Involuntary Treatment Act (ITA) services will include all services and administrative functions required for the evaluation of involuntary detention or involuntary treatment of Individuals in accordance with Chapter 71.05 RCW, RCW 71.24.300 and RCW 71.34.
2. Crisis Services will be delivered in a manner that is consistent with the following:
  - 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 Washington Administrative Code (WAC) 246-341-0915.
  - b. Provide solution-focused, person-centered and recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization or out of home placement.
  - c. Coordinate closely with the regional Managed Care Organizations (MCOs), community court system First Responders, criminal justice system, inpatient/residential service providers, and outpatient behavioral health providers to operate a seamless crisis system and acute care system that is connected to the full continuum of health services.

- 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. North Sound BH-ASO establishes staffing requirements for all of its contracted crisis services providers in accordance with WAC 246-341. These include the requirement that each staff member working with an individual receiving crisis services must:
- a. Be clinically supervised by a mental health professional (MHP) or licensed by the Department of Health (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) years' experience in the direct treatment of individuals who have a behavioral health condition):
    - i. a Psychiatrist;
    - ii. a Physician;
    - iii. a Physician Assistant; or
    - iv. an Advanced Registered Nurse Practitioner (ARNP) who has prescriptive authority.
4. North Sound BH-ASO complies with Designated Crisis Responder (DCR) qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and will incorporate the statewide DCR Protocols, listed on the Health Care Authority (HCA) website, into the practice of their DCRs.
5. North Sound BH-ASO contracts with Behavioral Health Agencies (BHA) to have clinicians available twenty-four (24) hours a day, seven (7) days a week who have expertise in behavioral health issues pertaining to children and families.
6. North Sound BH-ASO ensures that there is at least one (1) certified Substance Use Disorder Professional (SUDP) with experience conducting behavioral health crisis support for consultation by phone or on site during regular business hours.
7. North Sound BH-ASO ensures that there is at least one (1) certified Peer Counselor (CPC) with experience conducting behavioral health crisis support for consultation by phone or on site during regular Business Hours.

Telephone crisis support services will be provided in accordance with WAC 246-341-0905 and crisis outreach services will be provided in accordance with WAC 246-341-0910.

### Crisis System Services

- North Sound BH-ASO shall make the following crisis services available to all individuals in the Regional Service Area (RSA):
  - Crisis Triage and Intervention to determine the urgency of the needs and identify the supports and services necessary to meet those needs. Dispatch mobile crisis or connect the individual to services. For individuals enrolled with an MCO, assist in connecting the individual with current or prior service providers.
  - Voluntary Crisis Outreach will be provided to individuals in a community setting and in accordance with WAC 246-341-0910.
  - Behavioral Health ITA services shall be provided in accordance with WAC 246-341-0810. North Sound BH-ASO shall reimburse the county for court costs associated with ITA and shall provide for evaluation and treatment services as ordered by the court for individuals who are not eligible for Medicaid. Individuals who are not eligible for Medicaid may be billed directly for services in accordance with North Sound BH-ASO policy.
  - Services provided in Involuntary Treatment facilities such as Evaluation and Treatment Facilities and Secure Withdrawal Management and Stabilization facility, must be licensed and certified by DOH. These facilities must have adequate staff to provide a safe and secure environment for the staff, Individuals and the community. The facilities will provide evaluation and treatment such as to provide positive results and limit the duration of involuntary treatment until the person can be discharged back to their home community to continue their treatment without the loss of their civil liberties. The treatment shall be evidence-based practices to include Pharmacological services, psycho-social classes, withdrawal management as needed, discharge planning, and warm handoff to secondary treatment including any less restrictive alternative care ordered by the court.
  - Substance Use Disorder (SUD) Crisis Services including short-term stabilization, a general assessment of the individual's condition, an interview 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. Service may or may not lead to ongoing treatment.
- Secure Withdrawal Management and Stabilization services provided in a facility licensed by DOH and certified by HCA to provide evaluation and treatment services to individuals detained by a Designated Crisis Responder (DCR).. Appropriate care for persons with a history of SUD who have been found to meet criteria for involuntary treatment includes: Evaluation and assessment, provide by a certified Substance Use Disorder Professional (SUDP) acute or subacute detoxification 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 and meets the rules provided in WAC 246-341-1104 Secure Withdrawal Management and Stabilization facilities.

### **Filing of an Unavailable Detention Facilities Report**

The Provider shall ensure that its DCRs report to HCA, North Sound BH-ASO, and VOA when it is determined that an Individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700, or 71.34.710 and there are no beds available at the Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization facility, psychiatric unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the Individual.

When the DCR determines that an Individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities report to HCA, North Sound BH-ASO, and VOA within 24 hours.

The report shall include the following:

- The date and time the investigation was completed;
- A list of facilities that refused to admit the individual;
- Information sufficient to identify the Individual, including name and age or date of birth;
- The identity of the responsible BH-ASO and MCO, if applicable;
- The county in which the individual met detention criteria; and
- Other reporting elements deemed necessary or supportive by HCA.

When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment is conducted each day by the DCR or Mental Health



Professional (MHP) employed by the crisis provider to verify that the person continues to require involuntary treatment. If a bed is still not available, the DCR sends a new Unavailable Detention Facilities Report (No Bed Report) to HCA and the DCR or MHP works to develop a safety plan to help the person meet their health and safety needs. The DCR continues to work to find an involuntary treatment bed.

The Contractor must attempt to engage the Individual in appropriate services for which the Individual is eligible and report back within seven (7) calendar days to HCA. The Contractor may contact the Individual's MCO to ensure services are provided.

The Contractor shall implement a plan to provide evaluation and treatment services to the Individual, which may include the development of LRAs to involuntary treatment, or relapse prevention programs reasonably calculated to reduce demand for evaluation and treatment.

HCA may initiate corrective action to ensure an adequate plan is implemented. An adequate plan may include development of LRAs to Involuntary Commitment, such as crisis triage, crisis diversion, voluntary treatment, or relapse prevention programs reasonably calculated to reduce demand for evaluation and treatment.

North Sound BH-ASO shall make available the following non-crisis services to Individuals who meet eligibility requirements defined in Policy but who do not qualify for Medicaid, when medically necessary, and based on available resources:

- Crisis Stabilization Services, includes short-term face-to-face assistance with life skills training and understanding of medication effects and follow up services. Services are provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual experiencing a behavioral health crisis. Crisis stabilization is often referred to as hospital diversion, typically managed by specific programs, apart from initial/emergent Stabilization Services, and available twenty-four (24) hours a day, seven (7) days a week.
- 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.

*Other Policies and Procedures related to this section:*

Policy Series #1700

## *Chapter Nineteen*

# STATE FUNDED SPECIALIZED PROGRAMS

### Section 19.1: **Assisted Outpatient Treatment**

Funds received to support Assisted Outpatient Treatment (AOT) is a State Legislative Proviso. AOT is an order for Less Restrictive Alternative Treatment for up to ninety days from the date of judgment and does not include inpatient treatment.

The target population for this funding is individuals discharging from Western State Hospital.

*Other Policies and Procedures related to this section:*

Policy 1561 Revocation of LR\_CR Orders

Policy 1562 Monitoring of Court Order Outpatient Treatment

### Section 19.2: **Dedicated Marijuana Account**

Dedicated Marijuana Account (DMA) funds are to be provided within the identified resources in the HCA contract with the North Sound BH-ASO.

- DMA Funding can provide:
- Outpatient and residential SUD treatment for youth and children;
- PPW case management, housing supports and residential treatment program;
- Contracts for specialized fetal alcohol services;
- Youth drug courts; and
- Programs that support intervention, treatment, and recovery support services for middle school and high school aged students.

DMA funds shall be used to fund Substance Use Disorder treatment services for youth living at or below two hundred and twenty percent (220%) of the federal poverty level, without insurance coverage or who are seeking services independent of their parent/guardian;

DMA funds may be used for development, implementation, maintenance, and evaluation of programs that support intervention, treatment, and recovery support services for middle school and high school aged students.

All new programs and services must direct at least eighty-five percent (85%) of funding to evidence-based or research-based programs and practices that produce objectively measurable results and are expected to be cost beneficial.

Up to fifteen percent (15%) of the funds appropriated for new programs and new services may be used to provide support to proven and tested practices, emerging best practices or promising practices.

The North Sound BH-ASO contracts with the five (5) counties to provide school-based intervention and prevention within the school district using evidence based/promising practices.

*Other Policies and Procedures related to this section:*

### Section 19.3: **Jail Transition Services**

The North Sound BH-ASO contracts for Jail Transition Services to individuals in local county and city jails who have a mental health condition and need transition services once released from custody.

Individuals in jail are not eligible of Medicaid nor can Medicaid covered services be provided while in custody.

An individual who qualifies for jail transition services will be seen while in jail and for a period of time once released. The County/Provider will do their best effort to help the individual transition into ongoing services upon release.

North Sound BH-ASO contracts with the five (5) local counties to provide Jail Transition Services. The funding for this program is a State legislative proviso.

*Other Policies and Procedures related to this section:*

Section 19.4: **Juvenile Court Treatment**

North Sound BH-ASO contracts with Snohomish County Superior Court for Juvenile Court Treatment Program. The funding is a State Funded Legislative Proviso. The funding is intended to provide behavioral health treatment services to juvenile offenders who are under the supervision of a juvenile court.

The target population is nonviolent, substance abusing felony and non-felony Juvenile offenders.

*Other Policies and Procedures related to this section:*

Section 20.9 of this guide

Section 19.5: **Peer Bridgers**

The Peer Bridger Program is intended to serve those who are currently at Western State Hospital (WSH), Eastern State Hospital (ESH) or community hospitals with long-term inpatient mental health beds and have had a lengthy hospitalization or a history of frequent, multiple hospitalizations. Participation in the program is voluntary. The Peer Bridgers will attempt to engage individuals in planning their discharge. Hospital staff and the BH-ASO Hospital Liaisons will help the Peer Bridgers identify potential participants.

The Peer Bridgers transition from spending time on social supports and begin offering assistance with independent living skills, coping skills and community adjustment skills. The hand-off between the Peer Bridger and the community behavioral health provider who is providing mental health services will be gradual and based on the participant's needs and their person-centered plan. The anticipated duration of in-community Peer Bridger services is one hundred twenty days with extensions granted by the BH-ASO on a case-by-case basis.

The Peer Bridger is not a case manager, discharge planner or a crisis worker. However, the Peer Bridger can bring the participant's perspective into the provision of those services.

*Other Policies and Procedures related to this section:*

Policy # 1596

Section 19.6: **Housing and Recovery Through Peer Services (HARPS)**

The HARPS program will build from the Permanent Options for Recovery-Centered Housing (PORCH) project. PORCH is designed to transform service delivery by promoting sustainable access to evidence based Permanent Supportive Housing. PORCH provides individuals with meaningful choice and control of housing and support services, utilizes Peer Housing Specialist, reduces homelessness and supports the recovery and resiliency of individuals with serious mental illness.

Through HARPS, individuals exiting State Hospitals and Residential Treatment facilities will be assisted in transitioning into permanent supportive housing, receive peer services, and provide opportunities to integrate mental health and substance use services.

Peer Services required in HARPS are based on the Permanent Options for Recovery-Centered Housing (PORCH) model. It is designed to transform service delivery by promoting sustainable access to permanent Supportive Housing. This model provides meaningful choice and control over housing and support services, utilizing Certified Peer Counselors.

*Other Policies and Procedures related to this section:*

See Section 20.12 of this Guide

Section 19.7: **Crisis Triage**

Crisis Stabilization Services are provided to non-Medicaid individuals in the North Sound region as funding resources allow and subject to medical necessity review.

Stabilization Services are provided to individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual and the mental health professional (MHP) (such as, facilities licensed by the Department of Health [DOH] or certified by the Division of Behavioral Health and Recovery [DBHR]) as either Crisis Stabilization or Crisis Triage facility.

Stabilization services shall include short-term face-to-face assistance with life skills training and understanding of medication effects. This service includes, a) follow-up to crisis services; and b) other individuals determined by an MHP to need additional

stabilization services. Stabilization services may be provided prior to an intake evaluation.

North Sound BH-ASO supports both youth and adult individuals in accessing medically necessary (per WAC 182-500-0070) residential WM services as assistance in the process of withdrawal from psychoactive substances in a safe and effective manner. North Sound BH-ASO supports WM services that include three (3) necessary components: evaluation, stabilization and motivating individual readiness to engage in SUD treatment services. North Sound BH-ASO maintains a contract for a medically monitored withdrawal management (WM) facility within the North Sound Regional Service Area (RSA) that are available to assess and accept individuals 24-hours a day and 7 days per week. This WM facility is ASAM 3.7WM Medically Monitored Inpatient WM (also known as acute detox). Individuals must meet the ASAM criteria for placement at the designated level of care, as well as medical necessity.

#### Section 19.8: **Trueblood Misdemeanor Diversion Funds**

These are funds for non-Medicaid costs associated with serving individuals in crisis triage, outpatient restoration, Forensic PATH, Forensic HARPS, or other programs that divert individuals with behavioral health disorders from the criminal justice system. North Sound BH-ASO contracts with several entities to provide Care Coordination to Individuals who are named on the HCA Referral List, also known as the "high utilizer list," in the Trueblood, et al., v. Department of Social and Health Services Settlement Agreement.

HCA provides the HCA Referral List to the North Sound BH-ASO monthly and provides this as a resource to contracted agencies to support connecting Individuals with behavioral health needs and current or prior criminal justice involvement receive Care Coordination. North Sound BH-ASO will report semi-annually, using the Semi-Annual Trueblood Misdemeanor Diversion Fund Report template. Reports must be submitted to HCA by January 31, for the reporting period of July through December of the previous year, and by July 31, for the reporting period of January through June of the current year.

*Other Policies and Procedures related to this section:*

Policy # 1574

Policy # 1594

Policy # 1701

## *Chapter Twenty*

# STATEMENTS OF WORK

### Section 20.1: **Behavioral Health Outpatient Services Statement of Work**

Within available General Fund-State (GFS) resources behavioral health services may be authorized on a limited basis.

Based on medical necessity criteria the Provider may provide non-crisis behavioral health services to individuals who meet the following non-crisis priority populations:

- Are Uninsured;
  - Have insurance, but are unable to pay the co-pay or deductible for services;
  - Are using excessive Crisis Services due to inability to access non-crisis behavioral health services; and
  - Have more than five (5) visits over a six (6) months to the emergency department, detox facility, or a sobering center due to a Substance Use Disorder (SUD).
- **Behavioral Health Services:**
    - Assessment:
    - Brief Intervention Treatment:
    - Case Management:
    - Day Support:
    - Engagement and Referral:
    - Evidence Based/Wraparound Services
    - Family Treatment:
    - Group Treatment:
    - High Intensity Treatment:
    - Individual Treatment Services:
    - Inpatient Psychiatric Services
    - Intake Evaluation:
    - Intensive Inpatient Residential Treatment Services
    - Interim Services:
    - Long Term Care Residential
    - Medication Management:
    - Medication Monitoring:
    - Mental Health Services provided in Residential Settings:
    - Opioid Treatment Programs (OTP)/Medication Assisted Treatment (MAT)

Peer Support:  
Psychological Assessment:  
Recovery House Residential Treatment (SUD)  
Rehabilitation Case Management  
Special Population Evaluation:  
TB Screening/Skin Test  
Therapeutic Psycho-education:  
Withdrawal Management-Acute  
Withdrawal Management-Sub-Acute

Within available General Fund-State (GFS) resources the following services may be authorized on a limited basis. Medical necessity does not apply to the following:

- **Other Services**

Alcohol/Drug Information School  
Childcare  
Community Outreach-Substance Abuse Block Grant (SABG) priority populations  
PPW and IUID  
Continuing Education and Training  
PPW Housing Support Services  
Recovery Support Services  
Sobering Services  
Therapeutic Interventions for Children  
Transportation

- **Pharmaceutical Products**

Prescription drug products based on medical necessity with coverage determined by HCA FFS formulary

*Other Policies and Procedures related to this section:*



Section 20.2: **Crisis**

Section 20.2.1: **Toll-Free Crisis Line**

**A. BEHAVIORAL HEALTH SUPPORT SERVICES**

Provider shall provide or purchase age, linguistic and culturally competent community behavioral health services for all individuals in the North Sound RSA requiring a crisis response.

**1. TOLL FREE CRISIS LINE PROGRAM**

- a. North Sound BH-ASO contracts with Volunteers of America (VOA) to operate an integrated, coordinated, and seamless Crisis line serving the North Sound RSA. Crisis lines often the first means of contact to an individual in crisis.
- b. VOA's Crisis Line provides services for individuals for whom services require a crisis response. These services may include de-escalation and referral, to include contacting the Designated Crisis Responder (DCR), voluntary outreach teams, and will meet all requirements under WAC 246-341-0900 and WAC 246-341-0905.
- c. VOA ensures the availability of behavioral health crisis services on a 24-hour, 7 days per week basis.
- d. VOA is responsible for coordinating and cooperating with other providers, such as mobile crisis outreach programs and other stabilization services in North Sound ASO's network.
- e. Provider shall assure the availability of a 24/7 crisis hotline staffed supervised by a licensed Mental Health Professionals (MHP). Additional staffing requirements for Crisis line services are included in North Sound BH-ASO 1700 policy series.

Section 20.2.2: **Mobile Crisis Outreach Statement of Work**

**I. PURPOSE**

Mobile Crisis Outreach is designed to provide early intervention services to those experiencing a behavioral health crisis or who are believed to be suffering from significant behavioral health symptoms. Mobile Crisis Outreach crisis services includes access to the full continuum of Crisis Intervention to include all components of the Involuntary Treatment Act (ITA) services. Crisis Intervention services and ITA services will

be provided in accordance with WAC 246-341, and Chapters 71.05 RCW, 71.24 RCW and 71.34 RCW

Crisis outreach service designed to provide means providing evaluation and short-term treatment and other services to individuals 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. These individuals may be referred via themselves, family, friends, law enforcement, emergency medical services, or others and prompt attempts will be made to engage them in order to reduce the likelihood of the need for more intense interventions.

- A. Crisis Outreach is designed to provide proactive and/or early intervention to those experiencing a behavioral health crisis or who are believed to be suffering from significant behavioral health symptoms. The outreach is intended to provide intervention and to assess, engage, stabilize and make appropriate linkage to community treatment and support resources.
- B. Program Outcomes should include diversion from jail, emergency departments and inpatient psychiatric facilities and active engagement with available community resources. Additionally, address community concerns about those who have apparent unmet needs and actively partner with community members (e.g., law enforcement, emergency departments, homeless outreach programs, shelters and general community members) to address potentially problematic situations and facilitate continuity of care.
- C. Target Population
  - 1. Individual's families or others that identify an individual who is experiencing acute psychological distress or serious disruption in cognitive, volitional, psychological and/or neurophysiologic functioning, or a person exhibiting dangerous or significantly unusual behavior which is of concern to the community, including: family, friends, law enforcement, emergency medical services and/or others.
- D. Responsibilities
  - 1. Teams will be staffed and available for outreach and consultation.
  - 2. Teams will be made up of staff available to work on the full continuum of crisis outreach services, including ITA services.
  - 3. Teams will be staffed by Mental Health Professionals (MHP), Substance Use Disorder Professional (SUDPs) and Certified Peer Counselors.
  - 4. The expectation is to stabilize the individual until the crisis has resolved or they have been referred to other services.

5. The priority is to provide face-to-face outreach in the community rather than in the office.

E. Objectives

Crisis Outreach is a service provision of the Integrated Crisis Response System (ICRS) and is delivered in accordance with WAC 246-341, North Sound BH-ASO Supplemental Provider Service Guide, policies and Substance Abuse and Mental Health Services Administration (SAMHSA) principles.

The intervention is intended to refer to a full continuum of services and provide services in a variety of community settings, such as:

1. Assess the individual within their current setting;
2. Provide access to available resources to include financial and basic needs;
3. Facilitate linkage to treatment services and community-based support;
4. Coordinate with available collateral resources (e.g., shelters/housing, law enforcement);
5. Integrate fully within the regional crisis response system;
6. Provide the least restrictive clinically appropriate intervention; and
7. Minimize use of more restrictive settings (e.g., jails and hospitals).

F. Performance Measures

An evaluation of trending data regarding outreaches will reflect efforts to increase outreaches into the community and deliver Medicaid encounters.

1. Peer Counselors are encouraged to be involved or consulted on each case or the absence of this will be clearly noted in the chart.
2. Respond to Volunteers of America (VOA) referrals for outreach within 10 minutes (90%).
3. Perform emergent response in 2 hours or less (95%).
4. Perform urgent response within 24 hours (95%).
5. Maintain a Medicaid Service Encounter H2011 rate of 80%.
6. Engagement as needed for emergent and urgent cases, until there has been a disposition or reason as to why not. This will include facilitating linkage to treatment services, Care Coordination/Case Management supports, or other community-based support (90%).
7. Call in disposition plan to VOA Crisis and Triage line for ongoing coordination (100%)
8. Provide adequate documentation per WAC 246-341

- G. Reporting:  
Provider is responsible for timely submission of data for H2011 encounters to North Sound BH-ASO

## II. **Law Enforcement -Priority**

- A. Primary responsibility for provision of crisis outreach services for individuals at risk of or in a behavioral health crisis referred by law enforcement and in partnership with law enforcement.
  - 1. Provides services in community at individual's preferred location whenever safely possible.
  - 2. Engages and assesses individuals to determine appropriate intervention and follow up; utilize least restrictive intervention options appropriate to the individual's need; facilitate referral to more restrictive options when appropriate for safety of individual and community.
  - 3. Works collaboratively with other treatment providers and social service agencies to facilitate resolution of current crisis, mitigation of future crises, continuity of care.
- B. Takes referrals directly from law enforcement/ and or VOA and responds or coordinates response by other staff; target response time of outreach within 30 minutes of referral.

### Section 20.2.3: **Designated Crisis Responder Statement of Work**

North Sound BH-ASO or its member counties will designate DCRs to perform the duties of involuntary investigation and detention in accordance with the requirements of RCW Chapters 71.05, 71.34 and current DCR protocols.

North Sound BH-ASO is contracted with Snohomish County Human Services to provide full complement of ITA services in Snohomish County and Compass Health to provide full complement of ITA services in Skagit, Island, Whatcom and San Juan to provide services in accordance with the designation noted above.

Mental Health Professionals (MHPs) designated to perform these duties will have the necessary training required to perform these duties as DCRs. In addition to MHP requirements, DCRs complete HCA DCR bootcamp trainings, agency training to understand RCWs and DCR protocols.

RCW 71.05 provides for persons suffering from behavioral health disorders to be involuntarily committed for treatment and sets forth that procedures and services be integrated with RCW Chapter 71.24.

RCW 71.34 establishes behavioral health services for minors, protects minors against needless hospitalization, enables treatment decisions to be made with sound professional judgment, and ensures minors' parents/guardians are given an opportunity to participate in treatment decisions.

### **CORE CRISIS SERVICES**

1. Provider must provide crisis behavioral health services to individuals, including Tribal Members, who are within North Sound BH-ASO's Service Area and are experiencing a behavioral health crisis in accordance with Crisis Services-General (WAC 246-341-0900).
2. Crisis services are intended to stabilize an individual in crisis to prevent further Deterioration. To provide immediate treatment and intervention in a location best suited to meet the needs of the individual and provide treatment services in the least restrictive environment available.
3. The services must be available 24-hours a day, 7 days a week.
4. There must be sufficient staffing of Designated Crisis Responders (DCR), to respond to requests for crisis services. Staffing levels are monitored by the DCR providers, who review daily caseloads and dispatch times. This data is also monitored by North Sound BH-ASO to look at trends. Providers and North Sound BH-ASO work collaboratively to monitor sufficient staffing in the region for these capacity programs.
5. Crisis services must be provided regardless of the individual's ability to pay.

### **INVOLUNTARY TREATMENT ACT SERVICES**

1. Provider must provide access to all components of the Involuntary Treatment Act (ITA) to individuals who have mental health and substance use disorders in accordance with State laws (RCW 71.05 and 71.34) and WAC 246-341-0810, and without regard to ability to pay.
2. Provider must incorporate the statewide protocols for DCRs or its successor into the practice of DCRs. DCR protocols are incorporated by reference.
3. Provider shall response in a full and timely manner to law enforcement inquiries regarding an Individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).

4. Provider shall be responsible for coordinating and cooperating with other providers in North Sound BH-ASO's crisis service network.
5. Provider shall be responsible for representing involuntary services education to communities and stakeholders upon request.
6. Provider may be responsible for ITA court liaison services and will need to be familiar, in that capacity, with the court process and coordination that comes with that function and the court that they are working with. They will work closely with the county prosecutor in this role.
7. Provider shall be responsible for providing timely data submission to North Sound BH-ASO, required by contract.

#### 20.2.4: **Crisis Triage and Stabilization Statement of Work**

Crisis Triage and Stabilization facilities are an asset to the community in providing a diversion and low-cost alternative to hospital emergency department utilization, incarceration and recidivism in the criminal justice system.

Individuals admitted to Crisis Triage and Stabilization facilities are at risk of hospitalization or being booked into jail. The facilities shall be a place where individuals can stabilize and be linked to ongoing services.

Staffing shall be oriented in a strength-based recovery model and able to assist individuals in their ongoing recovery. The facility will be a safe milieu where individuals can stabilize and begin the engagement in community resources to further their recovery.

##### Target Population:

Non-Medicaid individuals who are in need of crisis stabilization services and/or sub-acute withdrawal management services.

Services for sub-acute stabilization will be available 24 hours a day, 7 days a week for individuals 18 years of age or older experiencing sub-acute withdrawal management that meet admission criteria for the Triage Center.

Services will be available 24 hours a day, 7 days a week for individuals 18 years of age or older experiencing a mental health crisis that meet admission criteria.

An individual whose severity and/or acuity of the behavior or situation do not appear to meet the criteria for either emergency services.

The individual, family members, neighbors, law enforcement, or other professionals believe a brief substance use disorder assessment and intervention is warranted. This may include people who are isolating themselves in their homes, living in cars or on the streets, engaging in high risk or unusual behavior that could be attributed to a substance use disorder.

Services:

Withdrawal Management

Services are required for the care and/or treatment of individuals intoxicated or incapacitated by alcohol or other drugs while the person recovers from the transitory effects of acute or chronic intoxication or withdrawal from alcohol or other drugs. Services are provided in facilities with 16 beds or less and exclude room and board. Services include:

- a. Screening and withdrawal management; and
- b. Counseling of persons admitted to a program within a certified facility, regarding their illness in order to stimulate motivation to obtain further treatment, and referral of individuals who have completed withdrawal management to other appropriate substance use disorder service providers

Stabilization Services:

Services provided to individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home, another home-like setting, or a setting which provides safety for the individual and the substance use disorder professional. Services shall include short-term (less than two weeks per episode) face-to-face assistance with life skills training and understanding of medication effects. This service includes:

- a. Follow up to crisis outreach services; and
- b. Other individuals determined by a mental health professional to need additional stabilization services. Stabilization services may be provided prior to an intake evaluation for mental health services

Contractor shall provide crisis services and stabilization services 24 hours-7 days a week.

Stabilization services shall be provided in accordance with encounter reporting instructions with services being provided for 24 hours or more.

Staff will attempt to evaluate, stabilize and prevent further deterioration in mental health status and begin a discharge plan.

North Sound BH-ASO can provide care coordination on case-by-case basis when non-Medicaid individual are discharged from Western State Hospital (WSH) or a Community Hospitals.

Provider shall make every attempt to ensure individuals discharging from the facility have a follow up contact with the center within three (3) days of discharge. This can be in person or by telephone.

Services will be in compliance with WAC 246-341.

Facility and Staffing:

- Contractor shall comply with all licensing and certification requirements for the facility under WAC 246-337 and 246-341 or any successor.
- Provider shall provide sufficient staffing to operate the facility to maximum capacity, 24 hours a day/7 day a week.
- Provider shall have medical consultation provided by an MD, PA, or ARNP available 24 hours a day, 7 days a week for consultation with Nurses and/or other staff as appropriate.

Provider shall ensure all staff is awake and alert during their shift and periodically assessing all individual's status and safety.

*Other Policies and Procedures related to this section:*

Policy Series #1700



Section 20.3 **Designated Marijuana Account Services Statement of Work**

**1. Purpose**

The purpose of this contract is to ensure tax revenue from the sale of marijuana and cannabis products is used for healthcare, research and substance use disorder (SUD) prevention.

**2. Program:**

- A. 25% of spending must be for either evidence-based or research-based programs, or for promising programs as listed below:

**Evidence-Based & Research-Based Programs**

1. Adolescent Community Reinforcement Approach (ACRA);
2. Motivational Enhancement Therapy/Cognitive Behavioral Therapy (MET/CBT);
3. Motivational Interviewing (MI);
4. Cognitive Behavioral Therapy (CBT);
5. Functional Family Therapy (FFT);
6. Multidimensional Family Therapy (MDFT);
7. Multi-Systemic Therapy (MST) for substance abusing juvenile offenders;
8. Contingency Management (CM);
9. Family Behavior Therapy (FBT); and
10. Family Support Network (FSN) for Adolescent Cannabis Users.

**Promising Programs:**

1. Adolescent Cannabis Check Up (ACCU);
2. Brief Intervention (BI);
3. Brief Strategic Family Therapy (BFST);
4. Chestnut-Bloomington Outpatient Program (CBOP);
5. Culturally Informed and Flexible Family-Based Treatment for Adolescents (CIFTA) for Hispanic Youth;
6. Community Reinforcement and Family Training (CRAFT);
7. Dialectical Behavioral Therapy for substance use disorder (DBT-SUD);
8. Motivational Enhancement Therapy (MET);
9. Motivational Enhancement Therapy/Cognitive Behavioral Therapy Aftercare (MET/CBT-A);
10. Multi-Systemic Therapy (MST); and
11. Seeking Safety for Adolescents (SSA).

- B. 75% of spending must be to implement and maintain programs and practices aimed at preventing or reducing maladaptive substance use, substance-use disorders, and substance dependence.

*Other Policies and Procedures related to this section:*

Section 20.4: **Evaluation and Treatment Services Statement of Work**

**A. PURPOSE STATEMENT**

Provider must provide adequate staffing and appropriate treatment services as outlined below and in compliance with laws and regulations governing the operation of an Evaluation and Treatment (E&T) facilities. The framework for identifying specific E&T Services and performance obligations are included in this Guide and provider contracts.

**1. EVALUATION AND TREATMENT SERVICES**

Provider shall furnish the necessary personnel and services and do all things necessary for the performance of the work set forth herein in accordance with North Sound Behavioral Health Administrative Services Organization (BH-ASO) contract.

The facilities will provide evaluation and treatment such as to provide positive results and limit the duration of involuntary treatment until the person can be discharged back to their home community to continue their treatment without the loss of their civil liberties. The treatment shall be evidence based practices to include Pharmacological services, psycho-social classes, withdrawal management as needed, discharge planning, and warm handoff to secondary treatment including any less restrictive alternative care ordered by the court.

Evaluation and Treatment services may include facilities licensed as a Secure Withdrawal Management Facility that provides evaluation and treatment to individual detained for substance use disorder (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 a SUDP; acute or subacute withdrawal management services; SUD treatment; and discharge assistance provided by SUDPs, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to LRA as appropriate for the Individual in accordance with WAC 246-341-1104.

**2. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS**

All services provided under this Agreement shall be in accordance with the following, where applicable. Where there is conflict between current or any successors or additional State or Federal regulations, the more restrictive standard shall apply.

- a. RCW 71.05, RCW 71.24

b. WAC 246-337

**3. INVOLUNTARY TREATMENT ACT (ITA) COORDINATION**

Provider shall provide support and timely information to the Behavioral Health professionals and the Prosecutor's Office in the form of consultation, testimony, records and reports at ITA proceedings for specific individuals. Provider shall provide the Behavioral Health Professionals, the Prosecutors office and the Court with prior notice of release of detained persons. Provider specifically understands that all information and records in connection with performance of services pursuant to the Adult ITA, RCW 71.05 and the Community Mental Health Act, RCW 71.24, are strictly confidential and may only be released in accordance with the exceptions provided by state and federal law.

**4. RESIDENTIAL TREATMENT FACILITY (RTF)**

The Evaluation and Treatment Centers shall be operated as a certified RTF by Department of Health (DOH). The Evaluation and Treatment facilities shall be utilized by residents of the North Sound Region, and other State residents in accordance with State law and the terms in North Sound BH-ASO Agreements.

Services, at a minimum, shall meet requirements under section WAC 246-341-1100 to include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses and other Health Professionals. Discharge planning involving the individual, family, significant others shall begin at admission, so as to ensure continuity of behavioral health care. Nursing care includes but is not limited to, performing routine blood draws, monitoring vital signs, providing injections, administering medications, observing behaviors and presentation of symptoms of mental illness.

**5. SERVICES**

Provider shall provide evaluation and treatment services to adults or children (if facility is licensed to provide youth evaluation and treatment) with behavioral health conditions held under involuntary detention in accordance with RCW 71.05 and WAC 246-341.

These services will be provided in an environment using a trauma informed care approach designed to support safety and confidentiality for individuals who pose an actual or imminent danger to self, others, or property due to a

mental illness. Provider will be able to demonstrate a universal principle and commitment to nonviolence and the creation of a trauma informed culture.

**a. Eligibility**

North Sound BH-ASO funded E&T services are provided to individuals who meet eligibility requirements as outlined in Policy 1597.00 and 3045.00.

E&T facilities shall maintain a no decline policy for referrals for admission by a DCR and maintain policies that protect the health and safety of their guests to include appropriateness of placement for individuals with a sexual violent history or pending felony charges.

**b. Facilities Certification and Maintenance Services**

The RTF shall be certified as an RTF (Inpatient Component) by the Department of Health (DOH), HCA and any other state required facility certification or licensure.

- i. Provider shall provide services in the RTF, which will be certified as an RTF and operated in accordance with the standards of WAC 246-337 and 246-337. It will be Provider's responsibility to establish certification or licensure. Provider shall comply with and meet all state and local health, fire and safety codes and regulations.

**c. Program Components**

Services shall be in accordance with WAC 246-337 and RCW 71.05 and 71.24.

- i. A 24 hour per day, seven (7) days per week, 365 days per year including all legal holidays, 16 bed unit.
- ii. Evaluation, treatment and recovery support provided by or under the direction of licensed psychiatrists, nurses and other Mental Health Professionals as well as Peer Support staff and discharge planners.
- iii. Involuntary Treatment Act services.
- iv. Discharge planning involving the individual, family, and significant others to ensure continuity of care and services and provide adequate support in making the transition from crisis to wellness.

- v. Meet Washington State Licensing and certification standards for operating an E & T.
- vi. Ensure services will meet the requirements delineated in WAC 246-341, and WAC 246-337, or its successors, and be based on the best and promising practices of recovery published by SAMHSA.
- vii. Utilize a recovery oriented model of care and team approach that focuses on individual's personal needs as well as strengths, talents and capabilities that can be utilized to achieve wellness post discharge.
- viii. Support, training and supervision of Peer Support and paraprofessional staff.
- ix. Directly provide all medically necessary rehabilitation services.
- x. Individuals will be detained initially for a 120-hour period by a DCR and, if indicated, will be committed by a Superior Court Judge or Commissioner for a 14-day period, including any subsequent period pending 90-day judicial proceedings. Individuals shall also be detained pursuant to RCW 71.05 on a non-emergency basis when ordered by superior court. Other admissions will occur when Individuals are revoked from a Less Restrictive Court Order or Conditional Release under RCW 71.05.340 and WAC 246-341.
- xi. All referrals will be documented including name, date, referral source, and disposition.
- xii. Evaluation: Each admitted individual shall be provided with an intake assessment in accordance with WAC requirements. Evaluation and treatment components shall include physical examination, psychosocial assessment, and mental status examination. Treatment services shall include:
  - a. An individual treatment and discharge plan as required by WAC 246-341 and 246-337. If individuals are enrolled in outpatient services, the therapist, case manager or other appropriate professional will be contacted upon admission and involved in the development of the discharge plan. If individuals are eligible for North Sound BH-ASO outpatient services, an intake assessment shall occur prior to discharge

or an intake appointment scheduled upon discharge.

- b. A structured, daily program of activities and services.
- c. Behavioral health treatment, including individual, group, and family therapy to be available at a minimum of five hours per day.
- d. Related ancillary services and activities, to include socialization and recreational activities and exercise.
- e. Medications, medication evaluation and monitoring, and health education.
- f. Mental health related laboratory services, as required.
- g. Routine medical service within the limits of medical resources available on the involuntary unit to include nursing assessments. Individuals requiring medical treatment in excess of what is available at the E&T will be transferred to an appropriate hospital for treatment.
- h. Services to address the needs of those individuals who have special needs, such as the hearing impaired, cultural and linguistic, developmentally disabled, head injured, elderly, and those with alcohol and substance use problems.
- i. The capability of detaining persons dangerous to themselves and others with use of calming spaces and following WAC procedures.
- j. The right to the least restrictive alternative to maintain health and safety when detaining persons dangerous to themselves or others as established in North Sound BH-ASO policies and in accordance with WAC requirements.
- k. Individuals shall be discharged from the E&T with appropriate transportation arrangements provided.
- l. Any individual who is allowed to convert to a voluntary status during the involuntary

admission shall legally consent to and follow all conditions applied to involuntary individuals.

- m. Individuals converting to voluntary status shall have the right to request discharge at any time and if discharged will have transportation arrangements provided.
- n. Provider must at a minimum offer a substance use disorder assessment by a CDP/CDPT within ten (10) business days of an Enrollee request.

**d. Court Evaluation and Testimony**

Court may be held within the E&T. Provider shall provide the following for Court Evaluation and Testimony:

- i. Provide and coordination of the legal documents in a timely manner pertaining to the involuntary detention of individuals as required by counties' Superior Court systems.
- ii. As requested, provide records and court testimony at probable cause hearings or trials by other professional staff employed at the E&T. These records and testimony shall be provided, as needed, pertaining to the individual's mental health status during detention at the E&T.
- iii. Provide support to the DCRs, County Prosecutor's office, and State Attorney General's office in the form of consultation, live and telephonic testimony, records, and reports, where required, at ITA proceedings for specific individuals. When necessary for judicial proceedings, Provider shall promptly supply a certified copy of all medical and psychological records and make available, if necessary, a records custodian capable of testifying in order to introduce medical and psychological records per RCW 5.45.020 and the civil rules of Washington State Superior Court.
- iv. Accompany and provide support for individuals during court proceedings away from facility.
- v. Arrange for transportation.
- vi. Provider shall collaborate and facilitate the evaluation and expert witness testimony for court purposes by a licensed physician, psychiatrist, or licensed psychologist. Treating physician records and testimony shall be provided when necessary per RCW 71.05.



- vii. Initial screening and evaluation (and court testimony as needed) for court hearings will be done by the Designated Crisis Responder staff. A court hearing room is located in the E&T where court hearings and non-jury trials shall occur.

**e. Personnel**

Provider shall provide staffing in the number, quality and appropriate backgrounds, and licensure needed to assure compliance with state law. Provider shall designate a person to be the individual in charge of the E&T for the following purposes and responsibilities:

- i. All decisions concerning medical or psychiatric treatment.
- ii. Physician with responsibility for treatment.
- iii. Explanation of rights to refuse medical treatment 24 hours prior to hearings and documentation of such.
- iv. Compliance with rights notifications to persons admitted and ensuring rights afforded under statute and law to persons admitted.
- v. All transfers and/or referrals to appropriate facilities for alcohol or medical treatment after admission.
- vi. Temporary releases under RCW 71.05. When transported off site, individuals are to be in the custody and care of an E&T staff and/or other mental health agency staff at all times. This includes residential facility screening visits by individuals who are ready for discharge and are considering placement at such facilities, or for medical appointments. At no time shall individuals be given temporary passes from the facility.
- vii. To complete requirements that less restrictive alternatives be considered and to provide research of less restrictive alternatives to involuntary hospitalization and discharge planning.
- viii. Determining and coordinating with the DCR for conditional releases and/or releases to less restrictive alternative to inpatient treatment.
- ix. Unconditional releases, including transportation and other assistance to released individuals.
- x. Notification under RCW 71.05.

**f. Training and Education of Staff**

An employee trained in cardiopulmonary resuscitation and emergency first-aid will be present at all times.

- i. Provider shall establish a training plan for each staff, including temporary or on-call staff. Training shall include a planned documented orientation for each new employee and an ongoing program of in-service training for all staff designed to maintain and update competencies needed to perform assigned duties.
- ii. Orientation and in-service education plans shall be maintained, and attendance documented in each employee's personnel record.
- iii. Training for all staff shall meet WAC and 246-337 requirements. At a minimum, all staff will receive mandatory training in the following:
  - a. Managing assaultive behavior and limited use of seclusion and restraints per WAC and medical/ethical standards.
  - b. Nursing assessment review requirements for all licensed nurses.
  - c. Individual civil rights and ITA due process procedures.
  - d. Confidentiality of records/information.
  - e. Notification requirements.

**g. Designated Crisis Responders (DCRs)**

DCRs will be responsible for the following in comport with North Sound BH-ASO Policy and Procedure:

- i. Screening decisions concerning whether a person should be excluded from the facility as a Level III sex offender, an offender with mental illness, or in need of medical treatment at another facility prior to admission.
- ii. Decisions on initial detention, provisional acceptance, and admission at the E&T.
- iii. Decisions on commencement of 14-day petitions under RCW 71.05 with concurrence of Provider.
- iv. Decisions on commencement of 90-day petitions under RCW 71.05 with the concurrence of Provider.

**h. Peer Counselors**

Provider shall hire the staffing sufficient to provide adequate coverage of peer support services at the E&T. Peer Counselors shall be integrated into the treatment team. Utilizing peer supports, individuals receiving services from the E&T will have an opportunity to learn alongside employees that have similar life experiences and are recovering from mental illness or have a history of trauma.

The E&T is an environment for individuals to discover their strengths and be supported in their transition into wellness. Within the context of mutually responsible relationships, and with the help, support, and experiential knowledge of peer support staff, individuals can achieve wellness.

Provider shall provide support, training and supervision of peer counselors.

Peer Counselors shall provide services that comport with WAC 246-341-0920 and include the following, as indicated:

- i. Participate in the admission/welcoming process
- ii. Promote recovery, wellness, and healthy lifestyle
- iii. Reduce identifiable behavioral health and physical health risks
- iv. Support the individual in building skills that enable whole health improvement
- v. Providing health support and coaching interventions about daily health choices
- vi. Participate in discharge planning
- vii. Provide follow up within three (3) days of discharge
- viii. Conduct groups, and
- ix. Provide individual support on the development of a Wellness Recovery Action Plan (WRAP)

**i. Discharge Planning**

Provider shall begin discharge planning within 24 hours of admission. Engagement shall begin immediately with the identification of natural supports, community behavioral health provider, primary care provider, Managed Care Organization (MCO) and other resources beneficial to the individual's recovery. The discharge plan shall be strength based,

person centered and goal driven. Provider shall ensure the following elements are addressed in the discharge plan:

- i. Safe housing
- ii. Coordination with supports, natural, familial and community providers
- iii. Coordination with the individual's Managed Care Organization (MCO) to ensure continuity of outpatient services following discharge
- iv. Risk assessment
- v. Wellness Recovery Action Plan (WRAP)
- vi. Scheduled appointments

**j. Complex E&T Discharge Planner**

The Provider shall have a designated E&T Discharge Planner staff member. The primary role of this person will include developing and coordinating discharge plans that are: complex, multi system, mixed funding, and specific to Enrollees that would otherwise be transferred to the state hospitals and tracking the individuals progress upon discharge for no less than 30 days after discharge from the E&T facility. The E&T Discharge Planner will track the total number of all discharges from their E&T location and differentiate between those that were deemed complex and those that were deemed standard.

**1. PRIMARY DISCHARGE PLANNER JOB RESPONSIBILITIES**

- a. In collaboration with the treatment team, identify appropriate complex Individuals to receive these services;
- b. Work primarily with the complex Individuals that are on the Western State Hospital (WSH) list;
- c. Through a thorough assessment identify barriers to discharging to the community;
- d. Work closely with established outpatient providers to provide continuity of care.
- e. Prepare a treatment plan for discharge to the community which incorporates solutions to the identified barriers;
- f. Engage Individuals through groups and individual work about relapse prevention and engagement in services;
- g. Use motivational interviewing and other appropriate Evidenced-based Practices
- h. (EBP) to make progress on treatment plan goals;

- i. Once the Individual has discharged, in collaboration with other assigned service providers, implement a plan for appropriate follow up in the community to keep Individual from being readmitted;
- j. Develop a meaningful relapse prevention plan with Individual; and
- k. Offer assistance and supervision to the other clinicians.

**k. Restraint Monitoring/Usage**

Provider shall assess the usage of restraints and work with Recovery Innovations, or any subsequent consultant North Sound BH-ASO and Provider decide upon, to explore the development of a culture in the E&T that is “no force” and trauma informed.

*Other Policies and Procedures related to this section:*

Policy #:1571.00

Section 20.5: **Jail Transition Services Statement of Work**

**A. PURPOSE STATEMENT**

Jail Services funding is provided by the Washington Legislature to provide mental health services for offenders with mental illness while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health services upon release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.

Primary responsibility for direct mental health services and medications for individuals while they are in jail is the responsibility of the county or local jail. Services provided with this funding are intended to facilitate safe transition into community services. To that end, the funding provided through this Contract shall supplement, and not supplant, local or other funding or in-kind resources being used for these purposes that were in effect in April 2005. This restriction does not apply to services previously provided by North Sound BH-ASO savings, which can no longer be used to provide non-Medicaid services.

**B. TARGET POPULATION**

Identify individuals within the jail community and provide transition services to those individuals with mental illness to expedite, facilitate and coordinate their return to the community.

Identify and accept referrals for intake of individuals for jail transition services who are not enrolled in community mental health services but who meet priority populations as defined in RCW 71.24.035(5)(b). Provider shall conduct mental health needs assessments for these individuals and provide transition services prior to, and when necessary, upon their release from jail.

Develop an MOU with local Community Service Offices (CSO) toward the facilitation of expedited application or reinstatement of medical assistance for individuals in jails, prisons, or Institute for Mental Diseases (IMD). Provider shall assist individuals with mental illness in completing and submitting applications for medical assistance to the local in person assistor prior to release from jail.

Individual's chart must contain notes of services provided through jail services programming. Individual's chart must make note, in a clearly recognizable manner, of when Jail Services began and when they ended.

**C. SERVICES**

Coordinate with local law enforcement and jail personnel including development or maintenance of Memoranda of Understandings (MOU) with local county and city jails

in Provider's service area which detail a referral process for individuals with mental illness who are incarcerated and need mental health services.

MOU must identify the process and procedures to be implemented when the local jails contract the placement of offenders in other jurisdictions, such as, tribal jails or those in other counties. MOU must detail a referral process for persons who are incarcerated and have been diagnosed with a mental illness or identified as in need of mental health services. It must also include a process to include services to offenders placed out of jurisdiction contract facilities.

Pre-release services shall include within the available resources:

- a. Mental health screening for individuals who display behavior consistent with a need for such screening 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 the priority populations as defined in Chapter 71.24 RCW;
- c. Coordinating the submission of prior authorization with the MCOs or the fee for service Medicaid program.
- d. Assisting Individuals in completing and submitting an application for medical assistance prior to release from jail.
- e. Other prudent pre-release (including pre-trial) case management and transition planning.

Provision of direct mental health services will be given to individuals who are in jails that have no mental health staff.

Implement intensive post-release outreach to ensure best possible outcome and appointments for mental health and other services (i.e., substance use) engagement with mental health services to stabilize individual in the community.

If Provider has provided the jail services above, Provider may use the Jail Coordination Services funds provided to facilitate any of the following activities if there are sufficient resources:

- a. Daily cross-reference between new bookings and North Sound BH-ASO database to identify newly booked persons known to the North Sound BH-ASO.
- b. Development of individual alternative service plans (alternative to the jail) for submission to the courts.
- c. Inter-local Agreements with juvenile detention facilities.

- d. Provision of up to a seven (7) day supply of medications prescribed for the treatment of mental health symptoms following the release from jail.
- e. Training to local law enforcement and jail services personnel.

**D. ENCOUNTER DATA REPORTING**

Services provided under this contract must be reported in accordance with North Sound BH-ASO's data dictionary. Each encounter must be described as an item that is found in North Sound BH-ASO's data dictionary. Also, an individual record is established for each individual receiving service and the elements contained in the client record include all of the elements contained in a client record in North Sound BH-ASO's CIS system.

*Other Policies and Procedures related to this section:*



Section 20.6: **Juvenile Treatment Services Statement of Work**

**1. PURPOSE STATEMENT**

The purpose of this Contract is to offer non-violent juvenile offenders treatment and education alternatives to criminal prosecution through the Snohomish County Juvenile Drug Court.

**2. TARGET POPULATION**

The target population shall be nonviolent, substance abusing felony and non-felony juvenile offenders.

**3. SERVICES**

The Provider shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below. The Provider shall maintain a Juvenile Drug Court (JDC) and provide the following for each participant:

- a. A substance use disorder assessment using the GAIN-I assessment tool.
- b. Behavioral health disorder treatment and counseling as appropriate which may include, but is not limited to, Evidence-Based Practices such as Functional Family Therapy and Aggression Replacement Training.
- c. A comprehensive case management plan which is individually tailored, culturally competent, developmentally and gender appropriate and which include educational goals that draw on the strengths and address the needs of the participant.
- d. Drug testing, scheduled and at random, to support the treatment plan and monitor compliance.
- e. Tracking of attendance and completion of activities, and imposing appropriate incentives for compliance and sanctions for lack of compliance.
- f. Engagement of the community to broaden the support structure and better ensure success, such as referrals to mentors, support group, pro-social activities, etc.

**A. REPORTING REQUIREMENTS**

The Provider shall provide the following:

- a. Monthly report accompanying each invoice which documents performance of Section 3a, 3b, 3c, and 3f of the Work Elements above.
- b. Quarterly reports, due by the 15<sup>th</sup> of month after quarters end on forms provided by North Sound BH-ASO that include:

- c. Participant levels, including: number of participants terminated for drug use, for new charges, for other reasons, and number of graduates/completions.
- d. Drug test information, including: number of UAs.
- e. Number of sanctions and incentives handed out by the Judge.
- f. Percentage of participants and their families involved in best and promising practices, including Functional Family Therapy, Aggression Replacement Therapy, etc.
- g. Percentage of participants working on education and/or employment goals.
- h. Recidivism rate (conviction-free at six months and at one year following graduation).
- i. Percentage of graduates who continue with optional aftercare services.

*Other Policies and Procedures related to this section:*

Section 20.7: **Mental Health Services in a Residential Setting**

A specialized form of rehabilitation service (non-hospital/non-Institution for Mental Diseases [IMD]) that offers a sub-acute psychiatric management environment. Individuals receiving this service present with severe impairment in psychosocial functioning or have apparent mental illness symptoms with an unclear etiology due to their mental illness. Treatment for these individuals cannot be safely provided in a less restrictive environment and they do not meet hospital admission criteria. Individuals in this service require a different level of service than High Intensity Services. The Mental Health Care Provider is sited at the residential location (i.e., boarding homes, supported housing, cluster housing, single room occupancy [SRO] apartments) for extended hours to provide direct mental health care to an individual.

Therapeutic interventions both in individual and group format may include medication management and monitoring, stabilization and cognitive and behavioral interventions designed with the intent to stabilize the individual and return them to more independent and less restrictive treatment. The treatment is not for the purpose of providing custodial care or respite for the family, nor is it for the sole purpose of increasing social activity or used as a substitute for other community-based resources. This service is billable on a daily rate. In order to bill the daily rate for associated costs for these services, a minimum of eight (8) hours of service must be provided. This service does not include the costs for room and board, custodial care and medical services and differs for other services in the terms of location and duration.

*Other Policies and Procedures related to this section:*

Section 20.8: **Ombuds Services Statement of Work**

PURPOSE

Ombuds, when requested, assist, investigate and advocate on behalf of Individuals, family members, and other interested parties while working to resolve any grievance regarding behavioral health services for service recipients. The Ombuds is to be responsive to the age and demographic character of the region and assist and advocate for individuals and/or families with resolving grievances at the lowest possible level. Ombuds services shall be in keeping with Chapter 71.24 RCW. The Ombuds receives grievances from individuals, family members and other interested parties.

North Sound BH-ASO shall assure:

- A. The Ombuds shall have a separation of personnel functions (e.g., hiring, salary and benefits determination, supervision, accountability and performance evaluations) from the BH-ASO.
- B. That the Ombuds shall have Independent decision making to include all activities, findings, recommendations and reports  
That the Ombuds Is able to access service sites and records relating to the Individuals with appropriate releases so that it can reach out to Individuals, and provide assistance with the grievance process
- C. That the Ombuds will be independent from Contracted Services providers.
- D. Receive training and adheres to confidentiality consistent with this Contract and Chapters 71.05, 71.24, and 70.02 RCW.
- E. Participates in state trainings as required.

Ombuds have access to North Sound BH-ASO and all subcontractors regarding:

- i. The quality of care provided to individuals receiving publicly funded behavioral health services;
  - ii. The degree to which services are service recipient focused/directed;
  - iii. North Sound BH-ASO quality management activities;
  - iv. The extent of development of alternatives to hospitalizations, cross-system coordination and range of treatment options; and
- F. Ombuds shall have the authority to enter into a North Sound BH-ASO facility for purposes of outreach, fact finding, assessing systemic customer service issues, and to resolve individual grievances or systemic issues related to the contracted services, provided that reasonable time, notice, and confidentiality requirements

are met.

- G. Ombuds shall have access to North Sound BH-ASO personnel for purposes of outreach, fact-finding, assessing systemic service issues, and to resolve individual grievances or systemic issues related to the contracted services, provided that reasonable time, notice, and confidentiality requirements are met.
- H. Ombuds have the ability to perform their duties free of retaliation and demonstrate effective intervention on behalf of Ombuds should retaliation issues arise.
- I. Is accessible to Individuals, including a toll-free, independent phone line for access.

## PROCEDURE

- A. The Ombuds staff will receive training and adheres to confidentiality consistent with this Contract and Chapters 71.05, 71.24, and 70.02 RCW.
- B. The Ombuds staff will continue to be available to advocate and assist the Individual through the Grievance and Administrative Hearing processes.
- C. The Ombuds shall assure equal access for all individuals when oral and written language creates a barrier to access for individuals with communication barriers.
- D. The Ombuds staff will involve other persons, at the Individual's request.
- E. The Ombuds staff coordinates and collaborates with MCOs and allied systems to improve the effectiveness of advocacy and to reduce duplication of effort for shared Individuals.
- F. Ombuds submit semi-annual reports and formalized recommendations for broad distribution to at least the following stakeholders:
  - i. North Sound BH-ASO Administrator/Governing Board/Advisory Board
  - ii. Local individual/family advocate groups
  - iii. Service Area behavioral health advisory boards
  - iv. Public behavioral health providers
  - v. HCA
  - vi. Managed Care Organizations

- G. North Sound BH-ASO and all subcontractors shall consider Ombuds findings and reports in good faith. North Sound BH-ASO and subcontractors shall demonstrate how Ombuds reports, recommendations and findings are analyzed, and how decisions are made regarding follow-up activities and interventions, as well as demonstrate how issues are addressed and incorporated into ongoing operations, including but not limited to, contracting activities and other management decisions.

*Other Policies and Procedures related to this section:*

Policy#: 1029.00

Section 20.9: **Opiate Dependency Outreach Statement of Work**

**PURPOSE**

To provide outreach services to individuals who use opioid drugs intravenously, in order to facilitate access to and admission into substance use disorder (SUD) treatment services.

**TARGET POPULATION**

Individuals who experienced an opiate overdose reversal.  
Individuals admitted to the hospital due to opioid overdose.  
Individuals referred by law enforcement and other first responders.

WA-STR CFDA #93-788 addresses the Opiate Epidemic by increasing treatment and prevention activities, such as Opiate Outreach Services.

**SERVICES**

Employ one (1) Full Time Equivalency (FTE) Opiate Outreach Worker who will:

- a. Provide outreach, coordination and liaison services to individuals who use opioids intravenously;
- b. Screen and determine the individual's needs;
- c. Assist with access to services to meet individual needs as identified such as housing, medical, food, mental health care, and clothing;
- d. Assist in access to or coordination of buprenorphine and other medication assisted treatment as indicated;
- e. Facilitate access to and coordinate SUD assessment and treatment services; and
- f. Resume supportive contact when individual relapses or falls out of treatment services, as needed.

The outreach services will:

- a. Increase individual engagement in SUD treatment services;
- b. Decrease time to enter SUD treatment services; and
- c. Lower the barrier to accessing medication assisted treatment and SUD treatment services.

**MONTHLY REPORTING**

Complete the Opiate Outreach Report and submit with each monthly invoice

*Other Policies and Procedures related to this section:*

Section 20.10: **Program for Assertive Community Treatment (PACT)**  
**Statement of Work**

**A. REQUIRED SERVICES**

Provider must provide the following required services to individuals in the Service Area: recovery-based service delivery, comprehensive mental health assessments, individualized treatment planning, service coordination, crisis assessment and intervention services, symptom assessment and management, medication prescription, administration, monitoring and documentation, dual diagnosis and substance use services, work related services, activities to daily living services, social and/or interpersonal and leisure-time skill training, supported employment services, peer support and wellness recovery services, support services, education support and consultation with individual's families and other major supports, individual medical record maintenance, consumer's rights and grievance procedures, culturally linguistically and appropriate services (CLAS), performance and improvement, program evaluation and stakeholder advisory committee.

In providing PACT services in the North Sound Regional Service Area, Provider shall mutually develop and routinely review policies and procedures that address how the availability of resources for these services is determined, including how decisions are made to deny services due to insufficient resources. Other Services are to be provided in accordance with the specific requirements outlined for the service and in accordance with the Washington State PACT Program Standards, a link provided at the bottom of this document.

**1. COMPREHENSIVE MENTAL HEALTH ASSESSMENTS**

- a. Provider must initiate and complete a comprehensive assessment within 30 days of an individual's acceptance into the PACT.
- b. Each part of the assessment must be completed by a PACT team member with the skill and knowledge in the area being assessed.
- c. The assessment must include, but is not limited to, the following: a client interview/self-report, family members and other significant parties, written summaries where applicable, such as; law enforcement, courts, outpatient/inpatient services and other community services/supports the individual may be engaged.

In collaboration with the individual, the comprehensive assessment shall include an evaluation in the following areas and in accordance with Exhibit K, Washington State PACT Program Standards:



- a. Psychiatric History, Mental Status and Diagnosis;
- b. Physical Health;
- c. Use of Drugs and/or Alcohol;
- d. Education and Employment;
- e. Social Development and Functioning;
- f. Activities of Daily Living (ADL); and
- g. Family Structure and Relationships.

The service coordinator and team members will be assigned in collaboration with the psychiatric subscriber by the first treatment planning meeting or 30 days after admission, whichever is first.

## **2. INDIVIDUALIZED TREATMENT RECOVERY PLANNING**

The treatment plan shall be developed in collaboration with the individual and the family/significant parties or guardian, when feasible and appropriate. The treatment plan shall be developed in accordance with Exhibit K, Washington State PACT Program Standards.

The treatment plan shall:

- a. Identify individual challenges/problems;
- b. Identify individual strengths;
- c. Include measurable goals;
- d. Be specific in approaches and interventions necessary for the individual to meet his/her goals; and
- e. Focus on achieving the maximum level of recovery.

The following key areas shall be addressed in every individual's treatment plan.

- a. Psychiatric illness/symptom reduction;
- b. Housing;
- c. Transportation;
- d. Health and Dental care;
- e. Income;
- f. Drug and/or alcohol treatment;
- g. Activities of Daily Living;
- h. Daily structure and employment; and
- i. Family and social relationships.

Individual Treatment Team (ITT) is responsible to ensure the individual is actively engaged in the development of his/her recovery-oriented treatment and goals. The treatment plan will be reviewed at the request of the individual, when significant change occurs in individual's condition/goals or 180 days, whichever occurs first.

- a. Be developed collaboratively with the individual and other people identified by the individual. The treatment plan should be in language and terminology that is understandable to individuals, their family and include goals that are measurable;
- b. Address age, cultural, or disability issues of the individual;
- c. Include measurable goals for progress toward rehabilitation, recovery and reintegration into the mainstream of social, daily living, employment and educational choices, involving other systems when appropriate;
- d. Document shall be reviewed and signed by the individual. The plan must also be reviewed, signed/acknowledged by the service coordinator, ITT members, team leader, psychiatric prescriber and all PACT team members.
- e. Document review and update at least every 180 days or more often at the request of the individual and/or as the need arises.

### **3. SERVICE COORDINATION**

PACT Team shall operate as a continuous and integrated treatment service. The team shall have the capacity to provide comprehensive treatment, rehabilitation and support services as a self-contained service unit. Each individual shall be assigned a service coordinator who will coordinate and monitor the activities of the ITT and full PACT team. The responsibility of the Service Coordinator is to ensure the individual's wishes, rights and preferences are honored. Service Coordinator will provide individual supportive counseling, working with the client to write their treatment plan, offer choice in the treatment plan and advocate for the individual to ensure changes are immediate to address the needs in a timely manner.

### **4. CRISIS ASSESSMENT**

Crisis assessment and intervention shall be provided 24 hours per day, 7 days per week by PACT team prior to engaging Integrated Crisis Response System (ICRS) in the North Sound; PACT team shall be the first responder. These services will include telephone and face-to-face contact. Mental Health Professionals (MHP) who are experienced in crisis intervention procedures shall be available on-call for crisis intervention responding by telephone or face-to-face contact. The goal of these crisis services is to maintain PACT

participants living independently in the community, teach crisis self-management skills and reduce psychiatric hospitalization.

## **5. SYMPTOM ASSESSMENT AND MANAGEMENT**

This shall include, but is not limited to, the following:

- a. Ongoing comprehensive assessment of individual's mental illness symptoms, accurate diagnosis, and client's response to treatment;
- b. Psycho-education regarding mental illness and the effects and side effects of prescribed medications, when appropriate;
- c. Symptom management efforts to help each individual identify/target the symptoms and occurrence patterns of his/her mental illness and develop methods (internal, behavioral, or adaptive) to help lessen the effects;
- d. Individual supportive therapy;
- e. Psychotherapy; and
- f. Substantial psychological support to clients, both on a planned and as needed basis, to help accomplish their personal goals, to cope with the stressors for day-to-day living and recovery.

## **6. MEDICAL PRESCRIPTION, ADMINISTRATION, MONITORING AND DOCUMENTATION**

PACT team psychiatric prescriber shall:

- a. Establish an individual clinical relationship with each individual;
- b. Assess each individual's mental illness symptoms and provide verbal and written information about their particular mental illness. Verbal and written information to be provided in a cultural and educational format acceptable and understood by the individual;
- c. Make an accurate diagnosis based on the comprehensive assessment which dictates an evidence-based medication pathway that the psychiatric prescriber will follow;
- d. Provide education about medication, benefits and risks and obtain informed consent. Education to be provided in a cultural and educational format acceptable and understood by the individual;
- e. Assess and document the client's mental illness symptoms and behavior in response to medication and shall monitor and document medication side effects; and
- f. Provide psychotherapy.

All PACT team members shall assess and document individual's mental illness symptoms and behavior in response to medication and shall monitor medication side effects.

PACT team shall establish medication policies and procedures.

#### **7. DUAL DIAGNOSIS SUBSTANCE USE SERVICES**

Provision of a stage-based treatment model that is non-confrontational, considers interactions of mental illness and substance use, and has client-determined goals. This shall include, but is not limited to, individual and group interventions in:

- a. Engagement;
- b. Assessment;
- c. Motivational enhancement;
- d. Active treatment; and
- e. Continuous relapse prevention.

#### **8. WORK RELATED SERVICES**

Work-related services to help individual's value, find and maintain meaningful employment in community-based job sites and involve job development and coordination with employers.

#### **9. ACTIVITIES OF DAILY LIVING SERVICES**

Services to support activities of daily living in community-based settings include individualized assessment, problem solving, sufficient side-by-side assistance and support, skill training, ongoing supervision (e.g., prompts, assignments, monitoring and encouragement) and environmental adaptations to assist individuals to gain and use the skills needed to accomplish daily living tasks.

#### **10. SOCIAL/INTERPERSONAL RELATIONSHIP AND LEISURE-TIME SKILL TRAINING**

Services to support social/interpersonal relationships and leisure-time skill training include supportive individual therapy, social-skill teaching and assertiveness training, planning, structuring and prompting of social and leisure-time activities to structure individuals' time, increase their social experiences, and provide individuals with opportunities to practice social skills and receive feedback and support.

**11. PEER SUPPORT AND WELLNESS RECOVERY SERVICES**

Services shall validate an individual's experience to guide and encourage and to take responsibility for and actively participate in their own recovery as outlined in SAMHSA's 10 Fundamental Components of Recovery. In addition, services to help individuals identify, understand and combat stigma and discrimination against mental illness and develop strategies to reduce clients' self-imposed stigma. Services and strategies include, but are not limited to, Peer Counseling, Wellness Recovery and Action Plan (WRAP) and Illness Management and Recovery Services (IMR).

**12. SUPPORT SERVICES**

Support services and/or direct assistance to ensure that clients obtain the basic necessities of daily life. Support services are not limited and should be tailored to individual need and/or request.

**13. EDUCATION, SUPPORT AND CONSULTATION TO INDIVIDUAL'S FAMILIES AND OTHER MAJOR SUPPORTS**

Services provided under this category to individual's families and other major supports are with individual agreement and consent.

**14. INDIVIDUAL MEDICAL RECORD**

PACT team shall maintain a treatment record for each PACT participant. The treatment record is a confidential document that is complete, accurate and contains up-to-date information relevant to the individual's care and treatment.

**15. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES (CLAS)**

PACT team will ensure that individuals receive from all staff members, effective, understandable and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language. Provider and subcontractors shall adhere to the CLAS guidelines.

**16. PERFORMANCE IMPROVEMENT AND PROGRAM EVALUATION**

PACT team shall have a performance improvement and program evaluation plan. The Performance Improvement and Program Evaluation Plan will include all elements listed in Washington State PACT Program Standards to be submitted to North Sound BH-ASO for approval within 30 days of the execution of this agreement. The Performance Improvement and Program Evaluation Plan shall include recommendations from PACT Stakeholder Advisory Committee.

Provider shall meet Washington State PACT Standards as the fidelity standard for this evidence-based practice. Provider shall complete a fidelity compliance checklist supplied by North Sound BH-ASO or HCA every 90 days. When Provider or subcontractors become aware that PACT is not meeting Washington State PACT fidelity Standard, it shall notify PACT Stakeholder Advisory Committee and North Sound BH-ASO in writing of the deficiency within 14 days. Within 30 days after the notice of deficiency, Provider shall submit a plan to correct the deficiency and bring PACT into compliance with State Standards, to PACT Advisory Committee and North Sound BH-ASO.

Provider shall participate in audits by North Sound BH-ASO, HCA and/or any Providers hired to evaluate compliance with fidelity standards.

## **17. POLICIES AND PROCEDURES**

PACT will in collaboration with North Sound BH-ASO develop and maintain Policies and Procedures specific to PACT team and services. The following 10 content areas requiring Policies and Procedures are identified in Washington State PACT Program Standards and listed below:

- a. Admission and Discharge;
- b. Personnel/Staff Competencies, Orientation/Training;
- c. Program Operations, Coverage, Staff Communication/Supervision;
- d. Assessment and Treatment Planning;
- e. Core Services;
- f. Medical Records Management;
- g. Advance Directive;
- h. Individual Rights/Grievance Procedures;
- i. Culturally and Linguistically Appropriate Services;
- j. Performance Improvement and Program Evaluation; and
- k. Stakeholder Advisory Committee.

## **18. ESSB 6032 Enhancement Funds**

PACT will have two (2) FTE staff to the Team to serve individuals with Forensic issues. There will be one (1) FTE assigned to the Snohomish County PACT Team and one (1) FTE assigned to the Skagit County PACT Team. This staff shall have experience working with individuals with a forensic/legal/criminal background and the issues these individuals may encounter. The staff will address housing, employment, and other day to day issues that arise. The

staff will also serve as liaison for clients to the legal and probation/parole system.

WA-PACT Standards:

<https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/program-assertive-community-treatment-pact>

*Other Policies and Procedures related to this section:*

Policy# 1563.00, 1563.01, 1563.02

Section 20.11: **Peer Bridger Program Statement of Work**

**PURPOSE**

The Peer Bridger Program is intended to serve those program participants who are currently at Western or Eastern State Hospital (WSH or ESH) and have had a lengthy hospitalization or a history of frequent, multiple hospitalizations. Program participants will be voluntary. The Peer Bridgers will attempt to engage individuals who may in the past, have not wanted to engage with hospital staff in planning their discharge. Other program participants may be individuals whose symptoms, or medical condition, or other issues have posed significant barriers to leaving the hospital. Hospital staff and the North Sound BH-ASO Hospital Liaisons will help the Peer Bridgers identify potential participants for engagement and discharge planning activities.

The role of the Peer Bridger is to offer peer support services to participants in state hospitals prior to discharge and after their return to their communities. The Peer Bridger develops a relationship of trust with the participant. In developing this trust, the Peer Bridger may function as a role model, peer support, mentor, teacher, advocate and ally as he or she communicates hope and encouragement. Nationally, the time-frame for developing a peer relationship with the potential program participant and the Peer Bridger is two (2) to three (3) months prior to the actual hospital discharge.

The in-community post-discharge transition period is the most intensive and critical stage of the program in order that the participant is not re-hospitalized and experiences being back in the community as a positive change. The Peer Bridger will transition from spending significant amounts of time on social support and begin teaching independent living skills, coping skills and community adjustment skills. During this time, it is critical the Peer Bridger maintain the relationship with the participant, even though the participant will be enrolled in outpatient services. The hand-off between the Peer Bridger and the community mental health provider will be gradual. The anticipated duration of in-community Peer Bridger services is 120 days, with extensions granted by the North Sound BH-ASO on a case-by-case basis.

The Peer Bridger is not a case manager. The Peer Bridger is not a crisis worker. However, the Peer Bridger can bring the participant's perspective into all those services, adding the value of recovery to all related activities. The participant can receive crisis services and individual clinical support services through the North Sound BH-ASO's provider network.



At any given time, the individual Peer Bridger will be working with 6-12 program participants. Prior to hospital discharge, the majority of the work will be inside the state hospitals; post-discharge the work activities for discharged individuals will be in the community. Initially, the bridging work will be in the state hospitals, but after the first participant discharge, work will be split between the hospital and the community. At all times, the Peer Bridger should keep the “pipeline open” (i.e., engaging and interacting with new potential program participants at the state hospital).

If demand for Peer Bridger services is so great that a North Sound BH-ASO’s Peer Bridger program develops a waiting list, the North Sound BH-ASO should consult with Health Care Authority (HCA) to identify strategies for either program growth or alleviating the waitlist.

## **PEER BRIDGER PROGRAM SERVICES AND ACTIVITIES**

### **1. Program Activities:**

- a. The Peer Bridger or Peer Bridger team will:
  - i. Participate in statewide HCA Peer Bridger Orientation training.
  - ii. Participate in Peer Bridger training provided by HCA.
  - iii. Participate in required North Sound BH-ASO training, including orientation to community resources with the North Sound BH-ASO’s hospital liaisons and other staff. Identify recovery resources for their respective North Sound BH-ASO. The Peer Bridgers may coordinate resource inventory with the Housing and Recovery Through Peer Support (HARPS) team. This activity will be a joint project with the North Sound BH-ASO HARPS team.
  - iv. Participate in ESH or WSH 32-hour Orientation.

### **2. Hospital based activities will include:**

- a. After the initial period of employee orientation and HCA’s introductory training, the Peer Bridger will work directly with participants and potential participants at least three (3) days per week at the state hospital.
- b. After participants are discharged back into the community the balance of time spent between the community and the state hospital will be adjusted to be responsive to both participants in the hospital and participants in the community.

After completing the hospital orientation, the Peer Bridger will be at the state hospital at least one (1) day per week.

- c. In conjunction with the North Sound BH-ASO Hospital Liaisons and designated State Hospital Peer Bridger Liaison, the Peer Bridger will work to engage identified potential participants who have been unable to be discharged. These individuals may:
  - i. Have been on the hospital "ready to discharge list" for more than one (1) year; and/or
  - ii. Are individuals with multiple state hospitalizations or involuntary hospitalizations; and/or
  - iii. Are individuals with hospital stays of over one (1) year; and/or
  - iv. Are individuals whom hospital staff and/or the North Sound BH-ASO Hospital Liaison have not been able to engage in their own discharge planning.
  
- d. The Peer Bridger will facilitate engagement activities with individuals. Examples of the Peer Bridger engagement activities may include:
  - i. Spending time on the ward interacting with potential participants.
  - ii. Developing a trusting peer relationship with participants through:
    - 1) Promoting a sense of self-direction and self-advocacy when working with participants;
    - 2) Sharing their experiences in recovery with participants;
    - 3) Helping build motivation through sharing the strengths and challenges of their own illness;
    - 4) Considering the participant's medical issues and helping plan wellness habits they can pursue; and
    - 5) Helping the participant plan how they will do the things the hospital and its staff currently do for the participant.
  - iii. Educating participants about resources in their home community.
  - iv. Provide education to hospital staff on recovery, peer support and recovery supports.

Carry the participant and recovery perspective to team meetings and hospital staff and help the participant process and understand team thinking and team decisions.
  - v. The Peer Bridger will assist the participant in finding housing in the

community as part of the discharge plan.

- 1) This assistance will include coordinating with the participant and hospital social work staff, Home and Community Services (HCS) workers, the North Sound BH-ASO's Hospital Liaison and with Behavioral Health Agencies (BHA) housing coordinators.
  - 2) The Peer Bridger will coordinate activities with HARPS Peers and leverage off the HARPs project in finding post-discharge housing options.
- vi. If the participant requires Adult Family Home (AFH) level of care or some other type of structured setting, the Peer Bridger will coordinate efforts with the HCS worker assigned to the hospital, the discharge team and the North Sound BH-ASO's Hospital Liaison.
- vii. Assessing the living situation for the participant should be strengths-based and respect the participant's choice. In instances where the hospital discharge team's perception of the need for structured living differs from that of the participant, the Peer Bridger should advocate on the behalf of the individual.
- e. The Peer Bridger will assist with the participant in developing a discharge plan.
- i. Upon request of the participant, function as a member of the participant's hospital discharge team.
  - ii. The Peer Bridger will frame the discharge as a positive outcome to the participant and focus on long-term placement issues.
  - iii. Identify participant perceived barriers to discharge, such as fear of change, and work with the participant to work through those barriers and ensure the participant they will be supported throughout the process.
  - iv. Coordinate with North Sound BH-ASO Hospital Liaison, hospital discharge worker in identifying recovery-based housing resources.
  - v. In coordination with the Liaison and the hospital team, the Peer Bridger will facilitate transportation back to their community.
  - vi. The Peer Bridger, alone or in conjunction with other Peer Bridgers, will conduct weekly hospital-based engagement groups for any individual willing to participate in the groups. The groups will:

- 1) Provide a safe forum for participants and potential participants to talk about recovery, receive support and encouragement and share their feelings about leaving the hospital.
- 2) Peer Bridgers will use these weekly groups to model recovery skills and take the opportunity to share the vision of the Peer Bridger program, with the promise of peer support after returning to the community.

**3. Community-based post-discharge activities will include:**

- a. The Peer Bridger will work with the participant in the community for an average of 120 days after the participant leaves the hospital. The frequency and duration of services will be determined by the participant's needs, what service level is required to help the individual stay safely in the community and the caseload prioritization of the Peer Bridger.

Peer Bridger services should only be decreased when the participant is actively engaged in receiving mental health treatment and peer services from a mental health treatment agency.

- b. Peer Bridger services greater than 120 days post-discharge should be approved by the North Sound BH-ASO on a case-by-case basis.
- c. If the participant is on a Less Restrictive Alternative (LRA) or Conditional Release (CR) Order, the Peer Bridger will explain to the participant what it means to be on a LR or CR.
- d. The Peer Bridger will facilitate a "warm hand-off" to the community mental health provider chosen by the participant. Examples of activities the warm hand-off could include are:
  - i. Being present with the participant and offering support during the participant's first appointment and at intake evaluation at the mental health agency.
  - ii. Helping the participant complete the necessary paperwork for enrolling in mental health services.
  - iii. Participating in treatment activities at the mental health agency with the participant, if requested by the participant.
  - iv. The Peer Bridger can offer to sit in and function as an advocate during appointments with the primary clinician, prescriber, etc.
  - v. The Peer Bridger can serve as a strengths-based advocate and resource in developing the treatment plan with the participant

and mental health agency.

- vi. The Peer Bridger can assist the participant in scheduling and attending appointments with allied care providers, such as primary care clinics.
- e. The Peer Bridger should assist the participant in developing a practical crisis plan with the participant's mental health service provider.

The plan should assist the participant with identifying strengths and ensuring the elements of the plan are meaningful to the participant. During the first 120 days' post-discharge, the Peer Bridger should be 1 of the resources on the crisis plan.

- f. The Peer Bridger should connect the participant with natural support resources and the local recovery community.
  - i. Through modeling, the Peer Bridger should help the participant develop the skills to facilitate trust-based relationships that foster hope for positive change and empowerment.
  - ii. The Peer Bridger should help the participant identify and engage with a range of community-based supports.
  - iii. The Peer Bridger should help the participant develop strategies for maintaining wellness and support.
  - iv. The Peer Bridger should help the participant develop skills to support meaningful relationships and friendships.
- g. The Peer Bridger should assist the participant in developing a new life structure, including developing and refining skills for daily living. Examples would include:
  - i. The Peer Bridger should offer a structure or schedule for Peer Bridger activities based on the participant's recovery goals. Activities could include:
    - 1) Scheduling regular activities with the participant. Activities could include regular visits going to coffee shops, etc.
    - 2) A method for the participant to contact the Peer Bridger when the participant feels the need for added support.
    - 3) How to contact the Peer Bridger or other team members if there is a crisis.
  - ii. The Peer Bridger should help the participant develop the skills to schedule, track and attend appointments with the mental health provider, primary care doctors, etc.

- iii. The Peer Bridger should connect the participant to support groups and initially attend meetings, as allowed, with the participant at the participant's request during the 120 days of in-community support.
- iv. The Peer Bridger should assist the participant in identifying areas of community living skills in which the participant may have a need. Examples could include:
  - 1) How to use local transit.
  - 2) How to open a checking account and if participant has a payee, how to work effectively with the payee service.
  - 3) How to understand any benefits or entitlements the participant may receive, including the reporting requirements for keeping those benefits.
  - 4) How to budget and live within the budget.
  - 5) Help with menu planning, meal preparation and shopping and utilizing food banks.
  - 6) Getting comfortable with leisure activities such as going to movies, visiting museums, visiting art galleries, libraries and malls.
  - 7) Finding a church or faith home if the participant wishes.
  - 8) Connecting with self-help or 12-step groups, if the participant wishes.
  - 9) Learning to maintain housing standards.
- h. The Peer Bridger should help the participant develop skills for self-advocacy, so the participant can play an active role in defining his or her treatment plan and communicating clearly with professionals such as psychiatric prescribers, primary care doctors, etc.

Help people prepare for appointment and identify questions they may want to ask or items they would like to communicate to the care provider.

- i. The Peer Bridger should explore supported employment with the participant. The Peer Bridger should address:
  - i. Employment goals and how they relate to recovery.
  - ii. The availability of additional training and education to help the participant become employable.
  - iii. The array of employment programs and supported employment opportunities available within the North Sound BH-ASO.

**4. General Program Activities:**

- a. Demonstrate recovery is possible to co-workers and model recovery, through professionalism, etc. Spreading recovery principles through North Sound BH-ASO and state hospitals acting as change agent.
- b. Participate in HCA sponsored Peer Bridger training activities.
- c. Coordinate activities with the North Sound BH-ASO Hospital Liaison.
- d. Participate in monthly, statewide Peer Bridger Program support conference calls.
- e. Attend and participate in bi-monthly Peer Bridger team coordination meetings. Meetings will be scheduled at both ESH and WSH for Peer Bridgers in the respective hospital catchment areas.
- f. Participate in hospital training and other HCA and North Sound BH-ASO trainings.
- g. Complete Peer Bridger Tracking logs monthly and submit logs to North Sound BH-ASO.
- h. Meet the documentation requirements of the state hospital and their employer.

**5. Principles and Core Values Outcomes of the Peer Bridger Program:**

- a. The Peer Bridger will facilitate linkage to a broad range of community-based services and natural supports.
- b. The Peer Bridger will promote choice of treatment provider, when more than one (1) community treatment agency is available.
- c. The Peer Bridger will demonstrate and teach effective goal setting and communication skills with treatment providers and the members of the community.
- d. The Peer Bridger will assist the participant in finding access to housing and privacy.
- e. The Peer Bridger will provide peer services in a manner that is flexible and recovery-focused.
- f. The Peer Bridger will assist in formulating recovery goals based on the participant's strengths and interests, as well as, action steps to achieve those goals.
- g. The Peer Bridger will demonstrate the core values of providing peer support:
  - i. Building empowering relationships;
  - ii. Promoting personal responsibility;

- iii. Building individual resilience;
- iv. Establishing meaningful social roles;
- v. Developing natural supports;
- vi. Supporting freedom of choice; and
- vii. Redefining crises as learning opportunities.

**6. The Peer Bridger Job Description must contain the following elements:**

a. Required Qualifications

- i. Lived experience of mental health recovery and the willingness to share his/her own experiences as appropriate.
- ii. Confidence in his/her own wellness.
- iii. Passion and enthusiasm for peer support the recovery possibilities for everybody.
- iv. Ability to work flexible hours.
- v. Valid Washington Driver's license.
- vi. Ability to meet timely documentation requirements.
- vii. Ability to work in a cooperative and collaborative manner as a team member with program participants
- viii. Strong written and verbal communication skills.
- ix. General office and computer experience.
- x. Washington Certified Peer Specialist with at least two (2) years' experience working as a peer.

b. Desired Qualifications

- i. At least two (2) years' experience working as a peer specialist.
- ii. Ability and experience working with people from diverse cultures.
- iii. Experience with state hospital system.
- iv. Ability to form trusting and reciprocal relationships.

**7. Principal Duties and Responsibilities:**

- a. Be mindful of the ethics, boundary, power and control issues unique to Peer Specialists.
- b. Intentionally share their Recovery Story as appropriate to assist service recipients, providing hope and help in changing patterns and behaviors.
- c. Set mutually acceptable boundaries with the program participants.



- d. Be able to assist participants with constructing their own wellness or recovery plan.
- e. Working with participants from a strengths-based perspective and communicating that strengths-based perspective to others.

*Other Policies and Procedures related to this section:*

Section 20.12: **Housing and Recovery Through Peer Services (HARPS)**

**1. Statement of Work.** The Contractor must provide for the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth herein.

1.1. In the original budget for this project, three (3) supportive housing pilot projects were funded to assist individual's transition from institutional settings into permanent supportive housing, provide the basis for supportive housing services, and provide integration opportunities between substance use treatment services and BH ASOs. Each Team consists of:

1.1.1. 1 FTE MA Professional or Housing Case Manager/Supervisor as long as clinical supervision by an MHP is provided

1.1.2. 2 FTE Certified Peer Counselors

1.1.3. 20% Benefits

1.1.4. 15% Administration

1.1.5. Total Team Costs: \$190,440

1.2. Payments for deliverables can be prorated for understaffed teams.

**2. Principles of Evidence-based Permanent Supportive Housing.**

Permanent Supportive Housing (PSH) is decent, safe, and affordable community-based housing that provides tenants with the rights of tenancy under state and local landlord-tenant laws and is linked to voluntary and flexible support and services designed to meet tenants' needs and preferences. PSH makes housing affordable to someone on SSI, (either through rental assistance or housing development). It provides sufficient wraparound supports to allow people with significant support needs to remain in the housing they have chosen.

Dimensions of PSH EBP include:

2.1. Choice in housing and living arrangements

2.2. Functional separation of housing and services

2.3. Decent, safe, and affordable housing

2.4. Community integration and rights of tenancy

2.5. Access to housing and privacy

2.6. Flexible, voluntary, and Recovery-focused services

- 2.7. Even though HARPS will not require high fidelity PSH EBP, we encourage sites to become familiar with the dimensions of PSH EBP. A link to the SAMHSA PSH toolkit can be found at <http://store.samhsa.gov/product/Permanent-Supportive-Housing-Evidence-Based-Practices-EBP-KIT/SMA10-4510>.
- 2.7.1. HARPS fidelity reviews will be encouraged through the learning collaborative/incentive fidelity review process.

### **3. HARPS Priority Populations:**

- 3.1. Individuals who are not eligible for Medicaid through the Foundational Community Supports Supportive Housing Services and who are experiencing a serious mental illness, substance use disorder or Co-Occurring disorder (Mental Illness & Substance Abuse Disorder)
  - 3.1.1. Who are released from or at risk of entering:
    - 3.1.1.1. Psychiatric Inpatient settings
    - 3.1.1.2. Substance Use Treatment Inpatient settings
    - 3.1.1.3. Who are Homeless/At Risk of homelessness
    - 3.1.1.4. Broad definition of homeless (couch surfing included)

### **4. Peer Services.**

- 4.1. The HARPs program will build from the Permanent Options for Recovery-Centered Housing (PORCH) project. PORCH is designed to transform service delivery by promoting sustainable access to evidence based Permanent Supportive Housing. PORCH provides consumers with meaningful choice and control of housing and support services, utilizes Peer Housing Specialists, reduces homelessness and supports the Recovery and resiliency of individuals with serious mental illness. <https://www.dshs.wa.gov/sesa/rda/research-reports/permanent-options-recovery-centered-housing>.
- 4.2. SAMPLE Job Description: Peer Support Specialist II
  - 4.2.1. Principal Duties and Responsibilities

Provide peer counseling and support with an emphasis on enhancing access to and retention in permanent supported housing. Draw on common experiences as a peer, to validate clients' experiences and to provide empowerment, guidance and encouragement to clients to take responsibility and actively participate in their own recovery. Serve as a

mentor to clients to promote hope and empowerment. Provide education and advocacy around understanding culture-wide stigma and discrimination against people with mental illness and develop strategies to eliminate stigma and support client participation in consumer self-help programs and consumer advocacy organizations that promote recovery. Teach symptom-management techniques and promote personal growth and development by assisting clients to cope with internal and external stresses. Coordinate services with other Mental Health and allied providers.

#### 4.2.2. Housing

Assist participants to find and maintain a safe and affordable place to live, apartment hunting, finding a roommate, landlord negotiations, cleaning, furnishing and decorating, and procuring necessities (telephone, furniture, utility hook-up). Identify the type and location of housing with an exploration of access to natural supports and the avoidance of triggers (such as a neighborhood where drug dealing is prolific if the participant has a history of substance use). Provide practical help and supports such as:

- mentoring,
- teaching self-advocacy,
- coordination of services,
- side-by-side individualized support,
- problem solving,
- direct assistance and supervision to help clients obtain the necessities of daily living including:
  - medical and dental health care;
- legal and advocacy services;
- accessing financial support such as government benefits and entitlements (SSI, SSDI, veterans' benefits);
- accessing housing subsidies (HUD Section 8);
- money-management services (e.g., payee services, budgeting, managing credit score, financial wellness); and
- use of public transportation.

#### 4.2.3. Landlord Outreach and Engagement

Recruit and cultivate relationships with landlords and property management agencies, leading to more housing options for HARPS Participants. Make use of printed materials and in-person events, such

as landlord organization or rental housing association meetings, to educate landlords and property managers about the benefits of working with supportive housing providers, individuals with treated behavioral health conditions, subsidies, housing quality and safety standards, and the Department of Commerce's Landlord Mitigation Program.

<https://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program/>

#### 4.2.4. Employment

Assist with referrals to job training and supported employment services provided by Foundational Community Supports (FCS) or Division of Vocational Rehabilitation (DVR) or other supports. Perform mentoring, problem solving, encouragement and support on and off the job site. Provide work-related supportive services, such as assistance securing necessary clothing and grooming supplies, wake-up calls, and assistance with navigating public transportation.

#### 4.2.5. Activities of Daily Living Services

Provide ongoing assessment, goal setting, problem solving, side-by-side services, skill teaching, support (prompts, assignments, encouragement), and environmental adaptations to assist clients with activities of daily living. Assist and teach/support clients to organize and perform household activities, including house cleaning and laundry. Assist and teach/support clients with personal hygiene and grooming tasks. Provide nutrition education and assistance with meal planning, grocery shopping, and food preparation. Ensure that clients have adequate financial support (help to gain employment and apply for entitlements). Teach money-management skills (budgeting and paying bills) and assist clients in accessing financial services (e.g., professional financial counseling, emergency loan services, and managing their credit score). Help clients to access reliable transportation (obtain a driver's license and car and car insurance, arrange for cabs, use public transportation, and find rides). Assist and teach/support clients to have and effectively use a personal primary care physician, dentist, and other medical specialists as required.

#### 4.2.6. Social and Interpersonal Relationships and Leisure Time

Provide side-by-side support, coaching and encouragement to help clients socialize (going with a client to community activities, including activities offered by consumer-run peer support organizations) and

developing natural supports. Assist clients to plan and carry out leisure time activities on evenings, weekends, and holidays. Organize and lead individual and group social and recreational activities to help clients structure their time, increase social experiences, and provide opportunities to practice social skills.

4.2.7. Education, Experience, and Knowledge Required

Two of the FTEs must be Peer Counselors certified by the state or complete certification within six months of hire. The certified peer counselors must have good oral and written communication skills. Must have a strong commitment to the right and the ability of each person to live in normal community residences; work in competitive market-wage jobs; and have access to helpful, adequate, competent, and continuous supports and services in the community of their choice. It is essential the peer specialist have skills and competence to establish supportive trusting relationships with persons living with severe and persistent mental illnesses and/or substance use disorder and respect for clients' rights and personal preferences in treatment is essential.

## 5. HARPS Housing Bridge Subsidy

- 5.1. HCA will issue quarterly State General Fund payments of (\$81,500 to Great Rivers BH ASO, Greater Columbia BH ASO, Catholic Charities, CVAB, Thurston-Mason BH ASO and North Sound BH ASO) (\$125,000 to King County BH ASO, Salish BH ASO, Spokane BH ASO, and Greater Lakes Mental Health) to the contractor to utilize as short-term bridge subsidies for HARPS eligible individuals. These funds will be intended for individuals with serious mental illness but can be used for the SUD population once the funds in section 5.2 are exhausted. Housing subsidies are encouraged to be available to individuals in the region that meet eligibility as defined in Section 3 of this document.
- 5.2. HCA will issue one-time State General Fund payment of \$100,000 to the contractor to utilize as short-term bridge subsidy for HARPS SUD only eligible individuals. (Additional SUD HARPS subsidy funds are a direct result of ESB 5476 (2021)). Housing subsidies are encouraged to be available to individuals in the region that meet eligibility as defined in Section 3 of this document.

- 5.3. Contractor may use 5% of the quarterly payment for administrative expenses which are not reimbursed through any other source. The administrative costs can include staff and staff expenses relevant to issuing subsidies in a manner consistent with the HARPS Housing Bridge Subsidy Guidelines below.
- 5.4. Any unspent subsidy funds will be returned to the Health Care Authority at the end of the state fiscal year, June 30th.

## **6. HARPS Housing Bridge Subsidy Guidelines.**

HARPS programs are encouraged to have Housing Subsidy policies in place to address appeals and denials and the following guidelines:

- 6.1. The budget for the HARPS Housing Bridge Subsidy is short-term funding to help reduce barriers and increase access to housing. Individuals exiting detox, 30, 60, and 90-day inpatient substance use disorder treatment facilities, residential treatment facilities, state hospitals, E&T's, local psychiatric hospitals and other inpatient behavioral healthcare settings could receive up to 3 months of housing 'bridge' subsidy.
- 6.2. HARPS Bridge Subsidies are temporary in nature and should be combined with other funding streams, whenever possible, to leverage resources to assist individuals in obtaining and maintaining a permanent residence. HARPS teams are encouraged to work with Dept. of Commerce and the long-term housing subsidies available through the Community Behavioral Health Rental Assistance (CBRA) program.
- 6.3. HARPS Bridge subsidies are estimated at \$500 per person for 3 months (This estimation was developed for budget purposes only and regions may adjust as needed to meet Fair Market Rental Housing rates as long as the contractor stays within contracted amount. Allowable expenses for HARPS Housing Bridge Subsidy:
  - 6.3.1. Monthly rent and utilities, and any combination of first and last months' rent for up to three (3) months. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.
  - 6.3.2. Rental and/or utility arrears for up to three months. Rental and/or utility arrears may be paid if the payment enables the household to remain in the housing unit for which the arrears are being paid or move to another unit. The HARPS bridge subsidy may be used to bring the program participant out of default for the debt and the HARPS

Peer Specialist will assist the participant to make payment arrangements to pay off the remaining balances.

- 6.3.3. Security deposits and utility deposits for a household moving into a new unit.
  - 6.3.4. HARPS rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with housing, including project- or tenant-based housing.
  - 6.3.5. Application fees, background and credit check fees for rental housing.
  - 6.3.6. Lot rent for RV or manufactured home.
  - 6.3.7. Costs of parking spaces when connected to a unit.
  - 6.3.8. Landlord incentives (provided there are written policies and/or procedures explaining what constitutes landlord incentives, how they are determined, and who has approval and review responsibilities).
  - 6.3.9. Reasonable storage costs.
  - 6.3.10. Reasonable moving costs such as truck rental and hiring a moving company.
  - 6.3.11. Hotel/Motel expenses for up to 30 days if unsheltered households are actively engaged in housing search and no other shelter option is available.
  - 6.3.12. Temporary absences. If a household must be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days or re-hospitalized), HARPS may pay for the households rent for up to 60 days. While a household is temporarily absent, he or she may continue to receive HARPS services.
  - 6.3.13. Rental payments to Oxford houses or Recovery Residences on the Recovery Residence Registry located at <https://hca-tableau.watech.wa.gov/t/51/views/ResidenceOxfordHouseLocations/Dashboard?isGuestRedirectFromVizportal=y&:embed=y>
- 6.4. HARPS Reporting. A monthly report format (see separately attached Excel Spreadsheet "HARPS Subsidy Log, which includes a worksheet for tracking Landlord Outreach and Engagement) will be submitted to DBHR HARPS Program Manager or DBHR SH/SE Behavioral Health Program Administrator by the 15th of the following month through secure (encrypted) email to the DBHR HARPS Program Manager.



**7. HARPS Housing Services Guidelines. HARPS programs are encouraged to have Housing Service policies in place to address appeals and denials and the following guidelines:**

- 7.1. Housing and Recovery through Peer Services (HARPS) teams' caseload Size. The case mix must be such that the HARPS Teams can manage and have flexibility to be able to provide the intensity of services required for each individual, according to the Medical Necessity of each individual. It is estimated that 20% of individuals accessing HARPS Housing Bridge Subsidy Funding will receive supportive housing services from HARPS teams each year. This assumes that each team will support an active caseload of 50 individuals at any one time and assumes turnover of thirty five percent (35%) per year.
- 7.2. HARPS Housing Specialists must have the capacity to provide multiple contacts per week with individuals exiting or recently discharged from inpatient behavioral healthcare settings, making changes in a living situation or employment, or having significant ongoing problems in maintaining housing. These multiple contacts may be as frequent as two to three times per day, seven days per week, and depend on individual need and a mutually agreed upon plan between individuals and program staff. Many, if not all, staff must share responsibility for addressing the needs of all individuals requiring frequent contact.
- 7.3. HARPS Teams must have the capacity to rapidly increase service intensity and frequency to an individual when his or her status requires it or if an individual requests it.
- 7.4. HARPS Teams must have a response contact time of no later than two calendar days:
  - 7.4.1. Upon discharge from a behavioral healthcare inpatient setting, such as an Evaluation & Treatment Center, Residential Treatment Center, Detox, or State Psychiatric Hospital.
- 7.5. Operating as a continuous supportive housing service, HARPS Teams must have the capability to provide support services related to obtaining and maintaining housing. This will include direct contact with landlords on behalf of the participant. Services must minimally include the following:
  - 7.5.1. Hospital Liaison Coordination. The BH ASO's hospital liaison must actively coordinate the transition of individuals from

behavioral healthcare inpatient treatment center discharge to the HARPS Team in the community of residence in order to minimize gaps in outpatient health care, and housing.

- 7.5.2. Service Coordination. Service coordination must incorporate and demonstrate basic recovery values. The individual will have choice of his or her housing options, will be expected to take the primary role in their personal Housing Plan development, and will play an active role in finding housing and decision-making.
- 7.5.3. Crisis Assessment and Intervention Coordination. Behavioral Health Crisis assessment and intervention must be available 24-hours per day, seven days per week through the BH ASO's crisis system. Services must be coordinated with the assigned Care Coordinator. These services include telephone and face-to-face contact.
- 7.6. Supportive Housing Services should include the following, as determined by medical necessity:
  - 7.6.1. Supportive Housing Services. Assess housing needs, seek out and explain the housing options in the area, and resources to obtain housing. Educate the individual on factors used by landlords to screen out potential tenants. Mitigate negative screening factors by working with the individual and landlord/property manager to clarify or explain factors that could prevent the individual from obtaining housing. Ongoing support for both the individual and landlord/property manager to resolve any issues that might arise while the individual is occupying the rental.
    - 7.6.1.1. Each HARPS Participant will be assigned a Peers Specialist or Housing Specialist who assist in locating housing, and resources to secure housing, as well as maintain housing. The primary responsibilities of the Peer Specialist are to work with the individual to find, obtain and maintain housing to promote recovery, locate and secure resources related to housing and utilities, offer information regarding options and choices in the types of housing and living

arrangements, and advocate for the individual's tenancy needs, rights (including ADA Accommodations), and preferences to support housing stability. Service coordination also includes coordination with community resources, including Consumer self-help and advocacy organizations that promote recovery.

- 7.6.1.2. Each individual receiving HARPS Services must have an individualized, strengths-based housing plan that includes action steps for when housing related issues occur. As with the treatment planning process, the individual will take the lead role in setting goals and developing the housing plan.
- 7.6.2. Housing Search and Placement. Includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- 7.6.3. Housing Stability. Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of individuals exiting or at risk of entering inpatient behavioral healthcare settings and helping them obtain housing stability. Services and activities may include developing, securing, and coordinating services including:
  - 7.6.3.1. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance
  - 7.6.3.2. Referrals to Foundational Community Supports (FCS) supportive housing and supported employment services
  - 7.6.3.3. Seeking out and assistance applying for long-term housing subsidies
  - 7.6.3.4. Affordable Care Act activities that are specifically linked to the household's stability plan;

- 7.6.3.5. Activities related to accessing Work Source employment services;
  - 7.6.3.6. Referrals to vocational and educational support services such as Division of Vocational Rehabilitation (DVR)
  - 7.6.3.7. Monitoring and evaluating household progress;
  - 7.6.3.8. Assuring that households' rights are protected; and
  - 7.6.3.9. Applying for government benefits and assistance including using the evidence-based practice SSI/SSDI through SSI/SSDI Outreach, Access, and Recovery (SOAR)
- 7.7. Education Services Linkage. Supported education related services are for individuals whose high school, college or vocational education could not start or was interrupted and made educational goals a part of their recovery (treatment) plan. Services include providing support to applying for schooling and financial aid, enrolling and participating in educational activities or linking to supported employment/supported education services.
- 7.8. Vocational Services Linkage. These services may include work-related services to help individuals value, find, and maintain meaningful employment in community-based job sites as well as job development and coordination with employers. These activities should also be part of the individual's recovery (treatment) plan or linkage to supported employment.
- 7.9. Activities of Daily Living Services. Services to support activities of daily living in community-based settings include individualized assessment, problem solving, skills training/practice, sufficient side-by-side assistance and support, modeling, ongoing supervision (e.g. prompts, assignments, monitoring, encouragement), environmental adaptations to assist to gain or use the skills required to access services, and provide direct assistance when necessary to ensure that individuals obtain the basic necessities of daily life.
- 7.10. Social and Community Integration Skills Training. Social and community integration skills training serve to support social/interpersonal relationships and leisure-time skill training and include supportive individual therapy (e.g., problem solving, role-

playing, modeling, and support); social-skill teaching and assertiveness training; planning, structuring, and prompting of social and leisure-time activities; side-by-side support and coaching; and organizing individual and group social and recreational activities to structure individuals' time, increase their social experiences, and provide them with opportunities to practice social skills, build a social support network and receive feedback and support.

7.11. Peer Support Services. These include services to validate individuals' experiences and to inform, guide and encourage individuals to take responsibility for and actively participate in their own recovery, as well as services to help individuals identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce individuals' self-imposed stigma. Peer Support and Wellness Recovery Services include:

- 7.11.1. Promote self-determination; and
- 7.11.2. Model and teach advocating for one's self
- 7.11.3. Encourage and reinforce choice and decision-making.
- 7.11.4. Introduction and referral to individual self-help programs and advocacy organizations that promote recovery.
- 7.11.5. "Sharing the journey" (a phrase often used to describe individuals' sharing of their recovery experience with other peers). Utilizing one's personal experiences as information and a teaching tool about recovery.
- 7.11.6. The Peer Specialist will serve as a consultant to the Treatment team to support a culture of recovery in which each individual's point of view and preferences are recognized, understood, respected and integrated into treatment, rehabilitation, support, vocational and community activities.

7.12. Substance Use Disorder Treatment Linkage. If clinically indicated, the HARPS Team may refer the individual to a DBHR-licensed SUD treatment program.

8. HARPS Teams will not suggest or provide Medication Prescription, Administration, Monitoring and Documentation.

9. The HARPS Team should work with the Treatment Team:

- 9.1. Establish a peer relationship with each participant.

- 9.2. Assess each individual's housing needs and provide verbal and written information about housing status. The physician or psychiatric Advanced Registered Nurse Practitioner (ARNP) will review that information with the individual, HARPS Team members and, as appropriate, with the individual's family members or significant others.
- 9.3. HARPS Team Members can provide direct observation, available collateral information from the family and significant others as part of the comprehensive assessment.
- 9.4. In collaboration with the individual, assess, discuss and document the individual's housing needs and behavior in response to medication and monitor and document medication side effects. Review observations with the individual and Treatment Team.
- 9.5. HARPS Team Members must participate in the HARPS Monthly Administrative Conference Call. This call occurs on the last Monday of each month from 10 AM to 11 AM.

Section 20.13: **Substance Use Disorder (SUD) Residential Statements of Work**

Section 20.13.1: **SUD Residential Adult Intensive Inpatient Statement of Work**

**I. Purpose**

The Provider shall provide adult SUD residential treatment within available resources in the form of Intensive Inpatient services designed from a recovery and resiliency perspective that will enable residents to live in the community with minimal dependence on public safety and acute care resources.

**II. PROGRAM DESCRIPTION**

1. General Program Requirement

a. The Provider shall provide access to services as follows:

- (1) The Provider shall ensure that treatment services are not denied to any individual solely on the basis of that individual's drug(s) of choice.
- (2) The Provider shall accept and make the necessary adjustments to continue treatment for any clinically-appropriate client actively taking an opiate substitution medication.
- (3) The Provider shall not have policies or procedures in place that deny treatment services to any individual solely on the basis that the client is taking prescribed medication(s). However, the Provider reserves the right to deny admission to any individual when the Provider determines that the individual is beyond the scope of the Provider's ability to safely or adequately treat.
- (4) The Provider shall ensure that access to treatment services is not denied solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (5) Services shall be provided according to all of the following values:
  - (a) Cultural, linguistic and disability competent
  - (b) Oriented toward promoting recovery and resiliency
  - (c) Appropriate to the age and developmental stage of the resident
  - (d) Preference for the most independent living setting
- (6) The Provider shall provide adult SUD residential services within the identified levels of care as defined in the WAC 246-341 and as described by ASAM. Services shall be provided in accordance with the Department of Health regulations as stated in WAC 246-337 or its successor for a Residential Treatment Facilities (RTF).

- (7) Intensive Inpatient services provide a concentrated program of SUD treatment, individual and group counseling, education, relapse prevention and related recovery activities, including room and board, in a twenty-four-hour-a-day supervised facility in accordance with WAC 246-341. This level of SUD treatment satisfies the level of intensity in ASAM Level 3.5.
- b. Priority Populations
  - (1) Non-Medicaid funded individuals
  - (2) Per the Substance Abuse Block Grant (SABG) requirements, North Sound Behavioral Health Administrative Organization (North Sound BH-ASO) and the Provider shall prioritize treatment admissions according to the following priority categories:
    - (a) Women who are pregnant and injecting drugs
    - (b) Women who are pregnant with SUDs
    - (c) Individuals who are injecting drugs
2. Access to Services
  - a. Eligibility
    - (1) Adult 18 years or older
    - (2) Resides in North Sound regional county: Island, San Juan, Skagit, Snohomish, and Whatcom.
    - (3) Diagnosed per DSM-5 criteria for Substance Use Disorder (SUD)
    - (4) Meets specific ASAM placement criteria for residential level of care.
    - (5) The individual's needs cannot be more appropriately met by any other formal or informal system of support.
    - (6) Has been authorized by North Sound BH-ASO for this level of care.
      - (a) The initial authorization for North Sound regional residents for residential services shall be procured by the community-based assessor or outpatient provider after verifying bed availability with Provider.
      - (b) The Provider shall ensure there is an authorization in place prior to admitting the individual into the program.
      - (c) North Sound BH-ASO shall not reimburse SUD residential services without documented authorization.
3. Treatment
  - a. The Provider shall provide services according to individual need, and to each resident and his or her family or support system, in order to help the individual, achieve recovery and resiliency through mutually negotiated goals of treatment.
  - b. The Provider shall ensure residents have a voice in developing their Individual Service Plan (ISP).
  - c. The Provider shall ensure significant others, as identified by the resident, are involved in the service plan development and implementation.



- d. The Provider shall ensure treatment goals are written in words understood by the resident.
  - e. The Provider shall ensure documentation related to progress toward treatment goals includes the resident's views on his or her progress.
  - f. The Provider shall provide each resident the necessary personal items; i.e., soap, toothbrush, toothpaste, and sanitary items from the funds included in the daily bed rate.
4. Clinical Records and Documentation
- a. The Provider shall ensure that residential facility staff maintains individual clinical records and individualized clinical documentation.
  - b. Contain release of information forms (ROI) for care coordinating.
  - c. Include referrals to community support services.
  - d. An ISP is developed within five days of placement.
    - (1) Personalized to the individual's unique treatment needs as identified on the SUD assessment.
    - (2) The ISP is written in clear, straightforward language that is understandable to the individual and family (e.g., does not contain references, abbreviations and/or technical language that the individual may not understand or be familiar with)
    - (3) Initiated with at least one goal identified by the individual during the initial assessment or at the first service session following the assessment.
    - (4) Document at least weekly ISP reviews and progress towards goals and/or objectives.
    - (5) Includes individual needs identified in the diagnostic and periodic reviews, addressing:
      - (a) All substance use needing treatment, including tobacco, if necessary;
      - (b) Resident's bio-psychosocial identified needs and concerns;
      - (c) Age, cultural and/or disability issues relevant to treatment;
      - (d) Estimated dates or conditions for completion of each treatment goal;
      - (e) Contains measurable goals or objectives or both, and interventions/approaches; and
      - (f) The interventions listed are aligned with the identified objective.
    - (6) Documents are approved by a substance use disorder professional (SUDP) if the staff member developing the plan is not a SUDP.
    - (7) Documents that the plan was updated to reflect any changes in the individual's treatment needs, status, ASAM dimensions, and progress towards goals, or as requested by the individual.
    - (8) Demonstrates the resident's participation in the development of the plan and that plan was mutually agreed upon with copy provided to resident.
    - (9) The ISP is strength-based

- (10) If the ISP includes assignments of work to an individual, the assignment of work must be therapeutic in value.
- e. Daily documentation of progress notes
- (1) Progress notes must include the date, time, duration, participant names, and a brief summary of the session with the treatment goal, objection or intervention the session addressed, and the name of the staff person who provided it.
- (a) Progress notes document:
- (i) Significant changes in the resident's clinical and health status;
  - (ii) Implementation of interventions listed on ISP and progress towards meeting goals and objectives.
  - (iii) Coordination and communication with outside providers;
  - (iv) Medical appointments; and
  - (v) Contacts with family identified by the resident.
- (2) Progress notes are documented in a timely manner and before any subsequent scheduled appointments of the same type of service session or group type occur or documentation as to why this did not occur.
- (a) Provider must document at minimum one daily service encounter.
- (i) A service encounter consists of: individual sessions, group sessions, or other therapeutic interaction addressing ISP goals, objectives, or interventions.
- (b) Provider must document at least a minimum weekly individual session.
- f. Continuing Stay Criteria
- (1) Continued stay assessments are person-centered based upon the resident's individual treatment needs and progress in residential treatment.
- (2) Continued stay eligibility criteria are:
- (a) The resident meets the ASAM placement criteria for the requested residential level of care.
  - (b) The resident has demonstrated progress toward achieving treatment goals during the initial authorization period.
  - (c) The resident's needs cannot be more appropriately met by any other formal or informal system or support.
- (3) The Provider shall request a continuation of an individual's stay by completing and forwarding the required written and electronic documentation to North Sound BH-ASO no later than five working days before expiration of initial authorization. Failure to provide complete information within this timeline may result in a rejection of the continuing stay request.
- (a) The required written documentation must include:

- (i) Updated ASAM evaluation by each dimension;
  - (ii) Requested number of days for continuing stay with goals to be accomplished; and
  - (iii) Brief description of resident's progress on ISP goals, additional goals and interventions added, projected treatment goals, and, the individualized reason and need for continued stay at the residential level of care.
- (4) North Sound BH-ASO shall make a decision on the continuing stay request and notify the Provider of disposition within two working days of receiving the continuing stay request submittal.
- (a) If it is determined that the resident does not meet continuing stay eligibility criteria, the resident and/or resident's family (if legal guardian) may appeal the disposition.
- g. Discharge planning includes documentation to support the reason for discharge (planned or unplanned) in the clinical record.
- (a) The Provider collaboratively developed discharging planning with individual.
  - (b) Discharge planning initiated during the first week of treatment.
  - (c) Planned discharges identifies the Continuing Care Plan and recommendations by the Provider to assist in the successful transition to the next level of care:
    - (i) SUD Outpatient is established with a set appointment date & time for the individual to return.
    - (ii) Other follow up services both recommended and secured including, but not limited to: housing, transportation, mental health services, education,
    - (iii) employment assistance, medical, dental, legal, other resources or services in the discharge plan to meet the needs of the individual.
    - (iv) Continuing Care Plan provided to individual/family and/or legal guardian.
5. Planned Leave
- a. The Provider shall allow a resident to leave the facility for the purposes of obtaining medical treatment not available at the center, conducting personal business, visiting with family members or significant others and for other reasons that may be beneficial to the resident's treatment program. The outpatient program shall be informed of the need for a planned leave.
  - b. If a resident shall be absent from the Provider's facility on approved planned leave for more than 72 hours, the following applies:
    - (1) Residential staff must notify North Sound BH-ASO and indicate the total number of days the resident will be absent and the reason for the absence.

- (2) Notification for planned absence shall occur prior to leave.
  - (3) Staff shall complete and submit Residential Absence Authorization form.
  - (4) The North Sound BH-ASO will review the planned leave request, determine if the SUD residential bed should remain open for the resident, and if so, approve payment for the bed days. North Sound BH-ASO will forward a copy of the approved absence authorization to the Provider within three business days.
  - (5) All planned leaves must be consistent with the resident's Individual Service Plan (ISP).
- c. Residential staff shall be responsible for providing ongoing case management at all times during a resident's planned leave, including crisis intervention and stabilization, until the individual has returned to the residential bed.
  - d. Residential staff shall be responsible for linking the resident to appropriate services if the resident will not be returning to facility developed in collaboration with the outpatient treatment facility that made the bed placement.
6. Unplanned Leave
- a. The Provider may maintain a benefit for 24 hours without requesting North Sound BH-ASO's absence authorization for a resident's unplanned voluntary exit should the individual's return remain a possibility.
    - (1) The termination date is the date of exit if the person does not return to the program.
  - b. If the Provider wants to maintain the benefit beyond 24 hours following a resident's unplanned, voluntary exit from the program, the following applies:
    - (1) Residential staff shall complete and submit to North Sound BH-ASO the Residential Absence Authorization form documenting the total number of days requested and reason(s) for the request.
    - (2) The North Sound BH-ASO will review the absence authorization request and notify the residential facility of the disposition.
    - (3) The North Sound BH-ASO will authorize a benefit for maximum of 72 hours from the date of the resident's unplanned, voluntary exit from the program.
7. Termination and Discharge
- a. SUD residential benefit will terminate under the following circumstances:
    - (1) The North Sound BH-ASO authorization period expires;
    - (2) The resident permanently exits the program prior to the expiration date of the authorization period;
    - (3) The resident dies;
    - (4) The resident gains enough resources during the benefit to be treated as a private-pay client; or

- (5) Provider discharges resident to ensure the safety of other residents and staff.
- b. A terminated benefit is payable to the date of termination.
  - (1) For the required terminations above, the date of the termination is the date of the event, unless otherwise specified.
  - (2) When a required termination is not submitted or is submitted with an incorrect effective date, payment for the benefit beyond the correct effective date may be recouped by North Sound BH-ASO.

Section 20.13.2: **SUD Residential Youth Intensive Inpatient Statement of Work**

**I. PURPOSE**

The Provider shall provide youth SUD residential treatment within available resources in the form of Intensive Inpatient services designed from a recovery and resiliency perspective that will enable residents to live in the community with minimal dependence on public safety and acute care resources.

**II. PROGRAM DESCRIPTION**

1. General Program Requirement
  - a. The Provider shall provide access to services as follows:
    - (1) The Provider shall ensure that treatment services are not denied to any individual solely on the basis of that individual's drug(s) of choice.
    - (2) The Provider shall accept and make the necessary adjustments to continue treatment for any clinically-appropriate client actively taking an opiate substitution medication.
    - (3) The Provider shall not have policies or procedures in place that deny treatment services to any individual solely on the basis that the client is taking prescribed medication(s). However, the Provider reserves the right to deny admission to any individual when the Provider determines that the individual is beyond the scope of the Provider's ability to safely or adequately treat.
    - (4) The Provider shall ensure that access to treatment services is not denied solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
    - (5) Services shall be provided according to all of the following values:
      - (a) Cultural, linguistic and disability competent
      - (b) Oriented toward promoting recovery and resiliency

- (c) Appropriate to the age and developmental stage of the resident
- (d) Preference for the most independent living setting
- (6) The Provider shall provide youth SUD residential services within the identified levels of care as defined in the WAC 246-341 and as described by ASAM. Services shall be provided in accordance with the Department of Health regulations as stated in WAC 246-337 or its successor for a Residential Treatment Facilities (RTF).
- (7) Intensive Inpatient services provide a concentrated program of SUD treatment, individual and group counseling, education, relapse prevention and related recovery activities, including room and board, in a twenty-four-hour-a-day supervised facility in accordance with WAC 246-341. This level of SUD treatment satisfies the level of intensity in ASAM Level 3.5.
- b. Priority Populations
  - (1) Medicaid funded individuals
  - (2) Per the Substance Abuse Block Grant (SABG) requirements, North Sound Behavioral Health Administrative Organization (North Sound BH-ASO) and the Provider shall prioritize treatment admissions according to the following priority categories:
    - (a) Women who are pregnant and injecting drugs
    - (b) Women who are pregnant with SUDs
    - (c) Individuals who are injecting drugs
- 2. Access to Services
  - a. Eligibility
    - (1) Youth 17 years or younger
    - (2) Resides in North Sound regional county: Island, San Juan, Skagit, Snohomish, and Whatcom.
    - (3) Diagnosed per DSM-5 criteria for Substance Use Disorder (SUD)
    - (4) Meets specific ASAM placement criteria for residential level of care.
    - (5) The individual's needs cannot be more appropriately met by any other formal or informal system of support.
    - (6) Has been authorized by North Sound BH-ASO for this level of care.
      - (a) The initial authorization for North Sound regional residents for residential services shall be procured by the community-based assessor or outpatient provider after verifying bed availability with Provider.
      - (b) The Provider shall ensure there is an authorization in place prior to admitting the individual into the program.
      - (c) North Sound BH-ASO shall not reimburse SUD residential services without documented authorization.
- 3. Treatment

- a. The Provider shall provide services according to individual need, and to each resident and his or her family or support system, in order to help the individual achieve recovery and resiliency through mutually negotiated goals of treatment.
  - b. The Provider shall ensure residents have a voice in developing their Individual Service Plan (ISP).
  - c. The Provider shall ensure family, as identified by the resident, are involved in the service plan development and implementation.
  - d. The Provider shall ensure treatment goals are written in words understood by the resident.
  - e. The Provider shall ensure documentation related to progress toward treatment goals includes the resident's views on his or her progress.
  - f. The Provider shall provide each resident the necessary personal items; i.e., soap, toothbrush, toothpaste, and sanitary items from the funds included in the daily bed rate.
  - g. Treatment provided is consistent with ASAM 3.5 level of care appropriate for youth.
4. Clinical Records and Documentation
- a. The Provider shall ensure that residential facility staff maintains individual clinical records and individualized clinical documentation.
  - b. Contain release of information forms (ROI) for care coordinating.
  - c. Include referrals to community support services.
  - d. An ISP is developed within five days of admission.
    - (1) Personalized to the individual's unique treatment needs as identified on the SUD assessment.
    - (2) The ISP is written in clear, straightforward language that is understandable to the individual and family (e.g., does not contain references, abbreviations and/or technical language that the individual may not understand or be familiar with)
    - (3) Initiated with at least one goal identified by the individual during the initial assessment or at the first service session following the assessment.
    - (4) The Provider must conduct a minimum of weekly face to face individual sessions.
    - (5) Includes individual needs identified in the diagnostic and periodic reviews, addressing:
      - (a) All substance use needing treatment, including tobacco, if necessary;
      - (b) Resident's bio-psychosocial identified needs and concerns;
      - (c) Age, cultural and/or disability issues relevant to treatment;
      - (d) Estimated dates or conditions for completion of each treatment goal;

- (e) Contains measurable goals or objectives or both, and interventions/approaches; and
- (f) The interventions listed are aligned with the identified objective.
- (6) Documents are approved by a chemical dependency professional (CDP) if the staff member developing the plan is not a CDP.
- (7) Documents that the plan was updated to reflect any changes in the individual's treatment needs, status, ASAM dimensions, and progress towards goals, or as requested by the individual.
- (8) Demonstrates the resident's participation in the development of the plan and that plan was mutually agreed upon with copy provided to resident.
- (9) The ISP is strength-based
- (10) If the ISP includes assignments of work to an individual, the assignment of work must be therapeutic in value.
- e. Daily documentation of progress notes
  - (1) Progress notes must include the date, time, duration, participant names, and a brief summary of the session with the treatment goal, objection or intervention the session addressed, and the name of the staff person who provided it.
    - (a) Progress notes document:
      - (i) Significant changes in the resident's clinical and health status;
      - (ii) Implementation of interventions listed on ISP and progress towards meeting goals and objectives.
      - (iii) Coordination and communication with outside providers;
      - (iv) Medical appointments; and
      - (v) Contacts with family identified by the resident.
    - (2) Progress notes are documented in a timely manner and before any subsequent scheduled appointments of the same type of service session or group type occur or documentation as to why this did not occur.
      - (a) Provider must document at minimum one daily service encounter.
        - (i) A service encounter consists of: individual sessions, group sessions, or other therapeutic interaction addressing ISP goals, objectives, or interventions.
      - (b) Provider must document at least a minimum weekly individual session.
- f. Continuing Stay Criteria
  - (1) Continued stay assessments are person-centered based upon the resident's individual treatment needs and progress in residential treatment.
  - (2) Continued stay eligibility criteria are:
    - (a) The resident meets the ASAM placement criteria for the requested residential level of care.



- (b) The resident has demonstrated progress toward achieving treatment goals during the initial authorization period.
- (c) The resident's needs cannot be more appropriately met by any other formal or informal system or support.
- (3) The Provider shall request a continuation of an individual's stay by completing and forwarding the required written and electronic documentation to North Sound BH-ASO no later than five working days before expiration of initial authorization. Failure to provide complete information within this timeline may result in a rejection of the continuing stay request.
  - (a) The required written documentation must include:
    - (i) Updated ASAM evaluation by each dimension;
    - (ii) Requested number of days for continuing stay with goals to be accomplished; and
    - (iii) Brief description of resident's progress on ISP goals, additional goals and interventions added, projected treatment goals, and, the individualized reason and need for continued stay at the residential level of care.
  - (4) North Sound BH-ASO shall make a decision on the continuing stay request and notify the Provider of disposition within two working days of receiving the continuing stay request submittal.
    - (a) If it is determined that the resident does not meet continuing stay eligibility criteria, the resident and/or resident's family (if legal guardian) may appeal the disposition.
- g. Discharge planning includes documentation to supports the reason for discharge (planned or unplanned) in the clinical record.
  - (a) The Provider collaboratively developed discharging planning with individual.
  - (b) Discharge planning initiated during the first week of treatment.
  - (c) Planned discharges identifies the Continuing Care Plan and recommendations by the Provider to assist in the successful transition to the next level of care:
    - (i) SUD Outpatient is established with a set appointment date & time for the individual to return.
    - (ii) Other follow up services both recommended and secured including, but not limited to: housing, transportation, mental health services, education, employment assistance, medical, dental, legal, other resources or services in the discharge plan to meet the needs of the individual.

(iii) Continuing Care Plan provided to individual/family and/or legal guardian.

5. Planned Leave

- a. The Provider shall allow a resident to leave the facility for the purposes of obtaining medical treatment not available at the center, conducting personal business, visiting with family members or significant others and for other reasons that may be beneficial to the resident's treatment program. The outpatient program shall be informed of the need for a planned leave.
- b. If a resident shall be absent from the Provider's facility on approved planned leave for more than 72 hours, the following applies:
  - (1) Residential staff must notify North Sound BH-ASO and indicate the total number of days the resident will be absent and the reason for the absence.
  - (2) Notification for planned absence shall occur prior to leave.
  - (3) Staff shall complete and submit Residential Absence Authorization form.
  - (4) The North Sound BH-ASO will review the planned leave request, determine if the SUD residential bed should remain open for the resident, and if so, approve payment for the bed days. North Sound BH-ASO will forward a copy of the approved absence authorization to the Provider within three business days.
  - (5) All planned leaves must be consistent with the resident's Individual Service Plan (ISP).
- c. Residential staff shall be responsible for providing ongoing case management at all times during a resident's planned leave, including crisis intervention and stabilization, until the individual has returned to the residential bed.
- d. Residential staff shall be responsible for linking the resident to appropriate services if the resident will not be returning to facility developed in collaboration with the outpatient treatment facility that made the bed placement.

6. Unplanned Leave

- a. The Provider may maintain a benefit for 24 hours without requesting North Sound BH-ASO's absence authorization for a resident's unplanned voluntary exit should the individual's return remain a possibility.
  - (1) The termination date is the date of exit if the person does not return to the program.
- b. If the Provider wants to maintain the benefit beyond 24 hours following a resident's unplanned, voluntary exit from the program, the following applies:
  - (1) Residential staff shall complete and submit to North Sound BH-ASO the Residential Absence Authorization form documenting the total number of days requested and reason(s) for the request.

- (2) The North Sound BH-ASO will review the absence authorization request and notify the residential facility of the disposition.
  - (3) The North Sound BH-ASO will authorize a benefit for maximum of 72 hours from the date of the resident's unplanned, voluntary exit from the program.
7. Termination and Discharge
- a. SUD residential benefit will terminate under the following circumstances:
    - (1) The North Sound BH-ASO authorization period expires;
    - (2) The resident permanently exits the program prior to the expiration date of the authorization period;
    - (3) The resident dies;
    - (4) The resident gains enough resources during the benefit to be treated as a private-pay client; or
    - (5) Provider discharges resident to ensure the safety of other residents and staff.
  - b. A terminated benefit is payable to the date of termination.
    - (1) For the required terminations above, the date of the termination is the date of the event, unless otherwise specified.
    - (2) When a required termination is not submitted or is submitted with an incorrect effective date, payment for the benefit beyond the correct effective date may be recouped by North Sound BH-ASO.

Section 20.13.3: **SUD Residential Adult Long-Term Residential Statement of Work**

**I. PURPOSE**

The Provider shall provide adult SUD residential treatment within available resources in the form of Long-term residential services designed from a recovery and resiliency perspective that will enable residents to live in the community with minimal dependence on public safety and acute care resources.

**II. PROGRAM DESCRIPTION**

1. General Program Requirement
  - a. The Provider shall provide access to services as follows:
    - (1) The Provider shall ensure that treatment services are not denied to any individual solely on the basis of that individual's drug(s) of choice.
    - (2) The Provider shall accept and make the necessary adjustments to continue treatment for any clinically-appropriate client actively taking an opiate substitution medication.

- (3) The Provider shall not have policies or procedures in place that deny treatment services to any individual solely on the basis that the client is taking prescribed medication(s). However, the Provider reserves the right to deny admission to any individual when the Provider determines that the individual is beyond the scope of the Provider's ability to safely or adequately treat.
  - (4) The Provider shall ensure that access to treatment services is not denied solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
  - (5) Services shall be provided according to all of the following values:
    - (a) Cultural, linguistic and disability competent
    - (b) Oriented toward promoting recovery and resiliency
    - (c) Appropriate to the age and developmental stage of the resident
    - (d) Preference for the most independent living setting
  - (6) The Provider shall provide adult SUD residential services within the identified levels of care as defined in the WAC 246-341 and as described by ASAM. Services shall be provided in accordance with the Department of Health regulations as stated in WAC 246-337 or its successor for a Residential Treatment Facilities (RTF).
  - (7) Long-term treatment services are substance use disorder residential treatment services that provide a program for an individual needing consistent structure over a longer period of time to develop and maintain abstinence, develop recovery skills, and to improve overall health while in a supervised facility in accordance with WAC 246-341. This level of SUD treatment satisfies the level of intensity in ASAM Level 3.3.
- b. Priority Populations
- (1) Non-Medicaid funded individuals
  - (2) Per the Substance Abuse Block Grant (SABG) requirements, North Sound Behavioral Health Administrative Organization (North Sound BH-ASO) and the Provider shall prioritize treatment admissions according to the following priority categories:
    - (a) Women who are pregnant and injecting drugs
    - (b) Women who are pregnant with SUDs
    - (c) Individuals who are injecting drugs
2. Access to Services
- a. Eligibility
    - (1) Adult, 18 years or older
    - (2) Resides in North Sound regional county: Island, San Juan, Skagit, Snohomish, and Whatcom.

- (3) Diagnosed per DSM-5 criteria for Substance Use Disorder (SUD)
  - (4) Meets specific ASAM placement criteria for residential level of care
  - (5) The individual's needs cannot be more appropriately met by any other formal or informal system of support.
  - (6) Has been authorized by North Sound BH-ASO for this level of care.
    - (a) The initial authorization for North Sound regional residents for residential services shall be procured by the community-based assessor or outpatient provider after verifying bed availability with Provider.
    - (b) The Provider shall ensure there is an authorization in place prior to admitting the individual into the program.
    - (c) North Sound BH-ASO shall not reimburse SUD residential services without documented authorization.
3. Treatment
- a. The Provider shall provide services according to individual need, and to each resident and his or her family or support system, in order to help the individual, achieve recovery and resiliency through mutually negotiated goals of treatment.
  - b. The Provider shall ensure residents have a voice in developing their Individual Service Plan (ISP).
  - c. The Provider shall ensure significant others, as identified by the resident, are involved in the service plan development and implementation.
  - d. The Provider shall ensure treatment goals are written in words understood by the resident.
  - e. The Provider shall ensure documentation related to progress toward treatment goals includes the resident's views on his or her progress.
  - f. The Provider shall provide each resident the necessary personal items; i.e., soap, toothbrush, toothpaste, and sanitary items from the funds included in the daily bed rate.
  - g. Treatment provided is consistent with ASAM 3.3 level of care appropriate for adult.
4. Clinical Records and Documentation
- a. The Provider shall ensure that residential facility staff maintains individual clinical records and individualized clinical documentation.
  - b. Contain release of information forms (ROI) for care coordinating.
  - c. Include referrals to community support services.
  - d. An ISP is developed within five days of admission.
    - (1) Personalized to the individual's unique treatment needs as identified on the SUD assessment.
    - (2) The ISP is written in clear, straightforward language that is understandable to the individual and family (e.g., does not contain references,

- abbreviations and/or technical language that the individual may not understand or be familiar with)
- (3) Initiated with at least one goal identified by the individual during the initial assessment or at the first service session following the assessment.
  - (4) Document at least every two weeks ISP reviews and progress towards goals and/or objectives.
  - (5) Includes individual needs identified in the diagnostic and periodic reviews, addressing:
    - (a) All substance use needing treatment, including tobacco, if necessary;
    - (b) Resident's bio-psychosocial identified needs and concerns;
    - (c) Age, cultural and/or disability issues relevant to treatment;
    - (d) Estimated dates or conditions for completion of each treatment goal;
    - (e) Contains measurable goals or objectives or both, and interventions/approaches; and
    - (f) The interventions listed are aligned with the identified objective.
  - (6) Documents are approved by a chemical dependency professional (CDP) if the staff member developing the plan is not a CDP.
  - (7) Documents that the plan was updated to reflect any changes in the individual's treatment needs, status, ASAM dimensions, and progress towards goals, or as requested by the individual.
  - (8) Demonstrates the resident's participation in the development of the plan and that plan was mutually agreed upon with copy provided to resident.
  - (9) The ISP is strength-based
  - (10) If the ISP includes assignments of work to an individual, the assignment of work must be therapeutic in value.
- a. Daily documentation of progress notes
- (1) Progress notes must include the date, time, duration, participant names, and a brief summary of the session with the treatment goal, objection or intervention the session addressed, and the name of the staff person who provided it.
    - (a) Progress notes document:
      - (i) Significant changes in the resident's clinical and health status;
      - (ii) Implementation of interventions listed on ISP and progress towards meeting goals and objectives.
      - (iii) Coordination and communication with outside providers;
      - (iv) Medical appointments; and
      - (v) Contacts with family identified by the resident.
  - (2) Progress notes are documented in a timely manner and before any subsequent scheduled appointments of the same type of service session or group type occur or documentation as to why this did not occur.

- (a) Provider must document at minimum one daily service encounter.
  - (i) A service encounter consists of: individual sessions, group sessions, or other therapeutic interaction addressing ISP goals, objectives, or interventions.
- b. Continuing Stay Criteria
  - (1) Continued stay assessments are person-centered based upon the resident's individual treatment needs and progress in residential treatment.
  - (2) Continued stay eligibility criteria are:
    - (a) The resident meets the ASAM placement criteria for the requested residential level of care.
    - (b) The resident has demonstrated progress toward achieving treatment goals during the initial authorization period.
    - (c) The resident's needs cannot be more appropriately met by any other formal or informal system or support.
  - (3) The Provider shall request a continuation of an individual's stay by completing and forwarding the required written and electronic documentation to North Sound BH-ASO no later than five working days before expiration of initial authorization. Failure to provide complete information within this timeline may result in a rejection of the continuing stay request.
    - (a) The required written documentation must include:
      - (i) Updated ASAM evaluation by each dimension;
      - (ii) Requested number of days for continuing stay with goals to be accomplished; and
      - (iii) Brief description of resident's progress on ISP goals, additional goals and interventions added, projected treatment goals, and, the individualized reason and need for continued stay at the residential level of care.
  - (4) North Sound BH-ASO shall make a decision on the continuing stay request and notify the Provider of disposition within two working days of receiving the continuing stay request submittal.
    - (a) If it is determined that the resident does not meet continuing stay eligibility criteria, the resident and/or resident's family (if legal guardian) may appeal the disposition.
- c. Discharge planning includes documentation to supports the reason for discharge (planned or unplanned) in the clinical record.
  - (a) The Provider collaboratively developed discharging planning with individual.
  - (b) Discharge planning initiated during the first week of treatment.

- (c) Planned discharges identifies the Continuing Care Plan and recommendations by the Provider to assist in the successful transition to the next level of care:
  - (i) SUD Outpatient is established with a set appointment date & time for the individual to return.
  - (ii) Other follow up services both recommended and secured including, but not limited to: housing, transportation, mental health services, education, employment assistance, medical, dental, legal, other resources or services in the discharge plan to meet the needs of the individual.
  - (iii) Continuing Care Plan provided to individual/family and/or legal guardian.
- 8. Planned Leave
  - a. The Provider shall allow a resident to leave the facility for the purposes of obtaining medical treatment not available at the center, conducting personal business, visiting with family members or significant others and for other reasons that may be beneficial to the resident's treatment program. The outpatient program shall be informed of the need for a planned leave.
  - b. If a resident shall be absent from the Provider's facility on approved planned leave for more than 72 hours, the following applies:
    - (1) Residential staff must notify North Sound BH-ASO and indicate the total number of days the resident will be absent and the reason for the absence.
    - (2) Notification for planned absence shall occur prior to leave.
    - (3) Staff shall complete and submit Residential Absence Authorization form.
    - (4) The North Sound BH-ASO will review the planned leave request, determine if the SUD residential bed should remain open for the resident, and if so, approve payment for the bed days. North Sound BH-ASO will forward a copy of the approved absence authorization to the Provider within three business days.
    - (5) All planned leaves must be consistent with the resident's Individual Service Plan (ISP).
  - c. Residential staff shall be responsible for providing ongoing case management at all times during a resident's planned leave, including crisis intervention and stabilization, until the individual has returned to the residential bed.
  - d. Residential staff shall be responsible for linking the resident to appropriate services if the resident will not be returning to facility developed in collaboration with the outpatient treatment facility that made the bed placement.
- 9. Unplanned Leave



- a. The Provider may maintain a benefit for 24 hours without requesting North Sound BH-ASO's absence authorization for a resident's unplanned voluntary exit should the individual's return remain a possibility.
    - (1) The termination date is the date of exit if the person does not return to the program.
  - b. If the Provider wants to maintain the benefit beyond 24 hours following a resident's unplanned, voluntary exit from the program, the following applies:
    - (1) Residential staff shall complete and submit to North Sound BH-ASO the Residential Absence Authorization form documenting the total number of days requested and reason(s) for the request.
    - (2) The North Sound BH-ASO will review the absence authorization request and notify the residential facility of the disposition.
    - (3) The North Sound BH-ASO will authorize a benefit for maximum of 72 hours from the date of the resident's unplanned, voluntary exit from the program.
10. Termination and Discharge
- a. SUD residential benefit will terminate under the following circumstances:
    - (1) The North Sound BH-ASO authorization period expires;
    - (2) The resident permanently exits the program prior to the expiration date of the authorization period;
    - (3) The resident dies;
    - (4) The resident gains enough resources during the benefit to be treated as a private-pay client; or
    - (5) Provider discharges resident to ensure the safety of other residents and staff.
  - b. A terminated benefit is payable to the date of termination.
    - (1) For the required terminations above, the date of the termination is the date of the event, unless otherwise specified.
    - (2) When a required termination is not submitted or is submitted with an incorrect effective date, payment for the benefit beyond the correct effective date may be recouped by North Sound BH-ASO.

Section 20.13.4: **SUD Residential Pregnant and Parenting Women (PPW) Residential Services Statement of Work**

**I. WORK STATEMENT**

The Provider shall provide adult SUD residential treatment within available resources in the form of residential services designed from a recovery and resiliency

perspective that will enable residents to live in the community with minimal dependence on public safety and acute care resources.

## **II. PROGRAM DESCRIPTION**

### 1. General Program Requirement

#### a. The Provider shall provide access to services as follows:

- (1) The Provider shall ensure that treatment services are not denied to any individual solely on the basis of that individual's drug(s) of choice.
- (2) The Provider shall accept and make the necessary adjustments to continue treatment for any clinically-appropriate client actively taking an opiate substitution medication.
- (3) The Provider shall not have policies or procedures in place that deny treatment services to any individual solely on the basis that the client is taking prescribed medication(s). However, the Provider reserves the right to deny admission to any individual when the Provider determines that the individual is beyond the scope of the Provider's ability to safely or adequately treat.
- (4) The Provider shall ensure that access to treatment services is not denied solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (5) Services shall be provided according to all of the following values:
  - (a) Cultural, linguistic and disability competent
  - (b) Oriented toward promoting recovery and resiliency
  - (c) Appropriate to the age and developmental stage of the resident
  - (d) Preference for the most independent living setting
- (6) The Provider shall provide adult SUD residential services within the identified levels of care as defined in the WAC 246-431 and as described by ASAM. Services shall be provided in accordance with the Department of Health regulations as stated in WAC 246-337 or its successor for a Residential Treatment Facilities (RTF).
- (7) Pregnant and Parenting Women (PPW) residential services are licensed, facility-based services that provide an enhanced curriculum for high risk pregnant and parenting women that include linkages to prenatal and postpartum care and assurance of ongoing pediatric care for newborns, infants and children. Services may include a focus on domestic violence, childhood sexual abuse, child abuse prevention, mental health issues, employment skills and education, linkages to pre- and post-natal medical care, legal advocacy and safe affordable housing. The service as described satisfies the level of intensity in ASAM Level 3.5 and 3.3.

- b. Priority Populations
  - (1) Medicaid funded individuals
  - (2) Per the Substance Abuse Block Grant (SABG) requirements, North Sound Behavioral Health Administrative Organization (North Sound BH-ASO) and the Provider shall prioritize treatment admissions according to the following priority categories:
    - (a) Women who are pregnant and injecting drugs
    - (b) Women who are pregnant with SUDs
    - (c) Individuals who are injecting drugs
- 2. Access to Services
  - a. Eligibility
    - (1) Adult, 18 years or older
    - (2) Resides in North Sound regional county: Island, San Juan, Skagit, Snohomish, and Whatcom.
    - (3) Diagnosed per DSM-5 criteria for Substance Use Disorder (SUD)
    - (4) Meets specific ASAM placement criteria for residential level of care
    - (5) The individual's needs cannot be more appropriately met by any other formal or informal system of support.
    - (6) Has been authorized by North Sound BH-ASO for this level of care.
      - (a) The initial authorization for North Sound regional residents for residential services shall be procured by the community-based assessor or outpatient provider after verifying bed availability with Provider.
      - (b) The Provider shall ensure there is an authorization in place prior to admitting the individual into the program.
      - (c) North Sound BH-ASO shall not reimburse SUD residential services without documented authorization.
- 3. Pregnant and Parenting Women (PPW) Services
  - a. The Provider shall:
    - (1) Provide an opportunity for a resident's clinical individual and group services to be provided by someone of the same gender.
    - (2) Provide residential family support to residents participating in the treatment program to ensure a successful completion and shall include:
      - (a) Crisis and anger management;
      - (b) Treatment and program rules compliance;
      - (c) Medication and medical emergency management;
      - (d) Situational parenting support and education and care of children;
      - (e) Family management skills; and
      - (f) Behavioral management.
    - (3) Provide the following case management and social services to pregnant, postpartum, parenting women:

- (a) Orientation to facility and treatment;
  - (b) Assistance to access public medical, financial, social services benefits;
  - (c) Applications, appointments, transportation for housing, medical, mental health, support services;
  - (d) Interface with criminal and juvenile justice system;
  - (e) Interface with child welfare services;
  - (f) Eating disorders, sexual assault, domestic violence, childhood abuse, family dysfunction (these may be referred out);
  - (g) Discharge planning that ensures continuity of care and includes local Community Service Office (CSO) and continuing care as applicable; and
  - (h) Parenting education and support services.
- (4) Provide the following medical and health services to pregnant, postpartum, parenting women:
- (a) Nursing assessments including, but not limited to, TB and immunizations;
  - (b) Labor and delivery plans for pregnant residents;
  - (c) Medical Stabilization/Triage;
  - (d) Daily health assessments;
  - (e) Health crisis management;
  - (f) Medication procurement, disbursement, monitoring;
  - (g) Primary physician arrangement and recommended follow-up lab work;
  - (h) At least ten hours of education regarding child and adult nutrition, pregnancy, labor & delivery, lactation, HIV/AIDS, birth control, exercise, smoking, sexually transmitted disease, FASD; and
  - (i) Dental services by referral.
- (5) Provide the following mental health services to pregnant, postpartum, parenting women:
- (a) Assessment/referral;
  - (b) Follow-up; and
  - (c) Interface with mental health professionals.
- (6) Coordinate a re-entry preparation for residents who have under gone treatment and may include:
- (a) Basic adult education/GED preparation;
  - (b) College readiness;
  - (c) Job skill assessment;
  - (d) Employment plans;
  - (e) Job readiness - resume writing, clothing, appropriate behavior;
  - (f) Community resource utilization;
  - (g) Coordination with CSO Case Manager for Work First Requirements.
4. Therapeutic Interventions for Children (TIC)

- a. Therapeutic Interventions for Children (TIC) are services to promote the health and welfare of children accompanying parents participating in a substance use program. Services include developmental assessment using recognized, standardized instruments; play therapy; behavioral modification; individual counseling; self-esteem building; and family intervention to modify parenting behavior and/or the child's environment to assure age-appropriate developmental expectations and interactions.

The Provider shall:

- (1) Ensure that the required staff functions and qualifications are met.
- (2) Offer TIC services a minimum of four hours per day, including staffing time, five days per week. The services shall maintain a ratio of one staff person for every three children under 24 months, and one staff person for every five children over 24 months.
- (3) Ensure the SUD residential facility is licensed as a childcare center by the Department of Children, Youth and Families (DCYF) and shall post a current copy of the license. In the event licensure is not possible, the Provider shall comply with each of the components of childcare related to the selected standards for an acceptable child care program incorporated in WAC 170-295 or its successor.
- (4) Develop and document an initial individualized parenting education plan within fourteen days of admission. The plan shall be based on length of stay, parent's ability to engage in education, the child's needs, and the parent's goals. The plan shall be developed in conjunction with the parent and include the parent's goals.
- (5) Provide or arrange for an initial health assessment by a licensed health care provider for each child within two weeks of admission or as recommended by the well-baby schedule.
- (6) Provide or arrange for a standardized developmental assessment for each child within two weeks of admission that includes gross motor, fine motor, social, self-help, and communication/language skills. The assessment shall be administered by an individual trained in the method and use of the standardized assessment instrument.
- (7) Based on information obtained through initial assessments and observations, establish goals and objectives for the child's development and progress while in the childcare program.
- (8) Coordinate with Child Protective Services (CPS), when involved, regarding their goals and objectives for the child and parent while in treatment.

## 5. Treatment

- a. The Provider shall provide services according to individual need, and to each resident and his or her family or support system, in order to help the

- individual achieve recovery and resiliency through mutually negotiated goals of treatment.
- b. The Provider shall ensure residents have a voice in developing their Individual Service Plan (ISP).
  - c. The Provider shall ensure significant others, as identified by the resident, are involved in the service plan development and implementation.
  - d. The Provider shall ensure treatment goals are written in words understood by the resident.
  - e. The Provider shall ensure documentation related to progress toward treatment goals includes the resident's views on his or her progress.
  - f. The Provider shall provide each resident the necessary personal items; i.e., soap, toothbrush, toothpaste, and sanitary items from the funds included in the daily bed rate.
6. Clinical Records and Documentation
- a. The Provider shall ensure that residential facility staff maintains individual clinical records and individualized clinical documentation.
  - b. Contain release of information forms (ROI) for care coordinating.
  - c. Include referrals to community support services.
  - d. An ISP is developed within five days of admission.
    - (1) Personalized to the individual's unique treatment needs as identified on the SUD assessment.
    - (2) The ISP is written in clear, straightforward language that is understandable to the individual and family (e.g., does not contain references, abbreviations and/or technical language that the individual may not understand or be familiar with)
    - (3) Initiated with at least one goal identified by the individual during the initial assessment or at the first service session following the assessment.
    - (4) Document ISP reviews and progress towards goals and/or objectives every two weeks for ASAM level 3.3 or weekly for ASAM level 3.5.
    - (5) Includes individual needs identified in the diagnostic and periodic reviews, addressing:
      - (a) All substance use needing treatment, including tobacco, if necessary;
      - (b) Resident's bio-psychosocial identified needs and concerns;
      - (c) Age, cultural and/or disability issues relevant to treatment;
      - (d) Estimated dates or conditions for completion of each treatment goal;
      - (e) Contains measurable goals or objectives or both, and interventions/approaches; and
      - (f) The interventions listed are aligned with the identified objective.
    - (6) Documents are approved by a chemical dependency professional (CDP) if the staff member developing the plan is not a CDP.

- (7) Documents that the plan was updated to reflect any changes in the individual's treatment needs, status, ASAM dimensions, and progress towards goals, or as requested by the individual.
  - (8) Demonstrates the resident's participation in the development of the plan and that plan was mutually agreed upon with copy provided to resident.
  - (9) The ISP is strength-based
  - (10) If the ISP includes assignments of work to an individual, the assignment of work must be therapeutic in value.
- c. Daily documentation of progress notes
- (1) Progress notes must include the date, time, duration, participant names, and a brief summary of the session with the treatment goal, objection or intervention the session addressed, and the name of the staff person who provided it.
    - (a) Progress notes document:
      - (i) Significant changes in the resident's clinical and health status;
      - (ii) Implementation of interventions listed on ISP and progress towards meeting goals and objectives.
      - (iii) Coordination and communication with outside providers;
      - (iv) Medical appointments; and
      - (v) Contacts with family identified by the resident.
  - (2) Progress notes are documented in a timely manner and before any subsequent scheduled appointments of the same type of service session or group type occur or documentation as to why this did not occur.
    - (a) Provider must document at minimum one daily service encounter.
      - (i) A service encounter consists of individual sessions, group sessions, or other therapeutic interaction addressing ISP goals, objectives, or interventions.
- d. Continuing Stay Criteria
- (1) Continued stay assessments are person-centered based upon the resident's individual treatment needs and progress in residential treatment.
  - (2) Continued stay eligibility criteria are:
    - (a) The resident meets the ASAM placement criteria for the requested residential level of care.
    - (b) The resident has demonstrated progress toward achieving treatment goals during the initial authorization period.
    - (c) The resident's needs cannot be more appropriately met by any other formal or informal system or support.
  - (3) The Provider shall request a continuation of an individual's stay by completing and forwarding the required written and electronic

documentation to North Sound BH-ASO no later than five working days before expiration of initial authorization. Failure to provide complete information within this timeline may result in a rejection of the continuing stay request.

- (a) The required written documentation must include:
  - (i) Updated ASAM evaluation by each dimension;
  - (ii) Requested number of days for continuing stay with goals to be accomplished; and
  - (iii) Brief description of resident's progress on ISP goals, additional goals and interventions added, projected treatment goals, and, the individualized reason and need for continued stay at the residential level of care.
- (4) North Sound BH-ASO shall make a decision on the continuing stay request and notify the Provider of disposition within two working days of receiving the continuing stay request submittal.
  - (a) If it is determined that the resident does not meet continuing stay eligibility criteria, the resident and/or resident's family (if legal guardian) may appeal the disposition.
- e. Discharge planning includes documentation to supports the reason for discharge (planned or unplanned) in the clinical record.
  - (a) The Provider collaboratively developed discharging planning with individual.
  - (b) Discharge planning initiated during the first week of treatment.
  - (c) Planned discharges identifies the Continuing Care Plan and recommendations by the Provider to assist in the successful transition to the next level of care:
    - (i) SUD Outpatient is established with a set appointment date & time for the individual to return.
    - (ii) Other follow up services both recommended and secured including, but not limited to: housing, transportation, mental health services, education, employment assistance, medical, dental, legal, other resources or services in the discharge plan to meet the needs of the individual.
    - (iii) Continuing Care Plan provided to individual/family and/or legal guardian.

#### 11. Planned Leave

- a. The Provider shall allow a resident to leave the facility for the purposes of obtaining medical treatment not available at the center, conducting personal business, visiting with family members or significant others and for other



reasons that may be beneficial to the resident's treatment program. The outpatient program shall be informed of the need for a planned leave.

- b. If a resident shall be absent from the Provider's facility on approved planned leave for more than 72 hours, the following applies:
  - (1) Residential staff must notify North Sound BH-ASO and indicate the total number of days the resident will be absent and the reason for the absence.
  - (2) Notification for planned absence shall occur prior to leave.
  - (3) Staff shall complete and submit Residential Absence Authorization form.
  - (4) The North Sound BH-ASO will review the planned leave request, determine if the SUD residential bed should remain open for the resident, and if so, approve payment for the bed days. North Sound BH-ASO will forward a copy of the approved absence authorization to the Provider within three business days.
  - (5) All planned leaves must be consistent with the resident's Individual Service Plan (ISP).
- c. Residential staff shall be responsible for providing ongoing case management at all times during a resident's planned leave, including crisis intervention and stabilization, until the individual has returned to the residential bed.
- d. Residential staff shall be responsible for linking the resident to appropriate services if the resident will not be returning to facility developed in collaboration with the outpatient treatment facility that made the bed placement.

## 12. Unplanned Leave

- a. The Provider may maintain a benefit for 24 hours without requesting North Sound BH-ASO's absence authorization for a resident's unplanned voluntary exit should the individual's return remain a possibility.
  - (1) The termination date is the date of exit if the person does not return to the program.
- b. If the Provider wants to maintain the benefit beyond 24 hours following a resident's unplanned, voluntary exit from the program, the following applies:
  - (1) Residential staff shall complete and submit to North Sound BH-ASO the Residential Absence Authorization form documenting the total number of days requested and reason(s) for the request.
  - (2) The North Sound BH-ASO will review the absence authorization request and notify the residential facility of the disposition.
  - (3) The North Sound BH-ASO will authorize a benefit for maximum of 72 hours from the date of the resident's unplanned, voluntary exit from the program.

## 13. Termination and Discharge

- a. SUD residential benefit will terminate under the following circumstances:

- (1) The North Sound BH-ASO authorization period expires;
  - (2) The resident permanently exits the program prior to the expiration date of the authorization period;
  - (3) The resident dies;
  - (4) The resident gains enough resources during the benefit to be treated as a private-pay client; or
  - (5) Provider discharges resident to ensure the safety of other residents and staff.
- b. A terminated benefit is payable to the date of termination.
- (1) For the required terminations above, the date of the termination is the date of the event, unless otherwise specified.
  - (2) When a required termination is not submitted or is submitted with an incorrect effective date, payment for the benefit beyond the correct effective date may be recouped by North Sound BH-ASO.

### **Pregnant and Parenting Women (PPW) Housing Support**

The Provider shall provide housing support services for women who are pregnant, post-partum, or parenting, and their children, in drug and alcohol-free residences for up to 18 months. Housing Support Services are classified as support services rather than treatment services.

Provider must provide adequate staffing and appropriate treatment services for Pregnant, Post-Partum, or Parenting Women (PPW) as outlined below and in compliance with laws and regulations governing the operation of a PPW Center.

### **SERVICES**

The Provider shall provide the following support services: five (5) days per week, to pregnant and post-partum women, and their children, who reside in drug and alcohol-free residences providing housing to infants and children. The goal is to help women move into transitional or permanent housing:

- a. Maintain a case file for each individual receiving housing support services in a drug and alcohol-free residence, which shall include, at a minimum:
  - i. Name and copy of driver's license or identification card of each woman in housing support services for 24 hours or longer;

- ii. Date of intake and date of discharge;
  - iii. Pregnant or post-partum status of the woman, and documentation of other eligibility requirements, including financial eligibility;
  - iv. Names and ages of all children in housing support services with the individual; and
  - v. Case notes for items b. and c. below.
- b. Support services and assistance with finding transitional or permanent housing: The Provider shall:
- i. Provide a minimum of five (5) contacts for goal-oriented or problem solving per month with each individual; and
  - ii. Meet for at least three (3) individual face-to-face contacts per month to:
    - a) Monitor participation in outpatient substance use treatment; and
    - b) Monitor for substance use.
- c. Facilitate contact and appointments for community resources for pre- and post-natal medical care, financial assistance, social services, vocational, childcare needs, and permanent housing services.
- i. Identify needs through systematic collection of data to determine current status and needs in financial, environmental, psychosocial, developmental, educational, behavioral, emotional, and mobility areas.
  - ii. Develop a service plan with each woman to determine the resources available to meet the identified needs in a coordinated and integrated manner.
  - iii. Provide advocacy activities with community service providers to assist the women in achieving the goals of a service plan, particularly when resources are inadequate, or the service delivery system is non-responsive.
  - iv. The Provider shall have a childcare and child development plan with each parenting individual addressing the needs of both parents and children in residence. The childcare and child development plan should include an assessment of the family's needs, a description of childcare that is offered on-site and/or

- resources that are available to women and their children in the community; how to access childcare through state and local agencies; and any provisions that are made within the transitional housing facility or facilities to meet the needs of the children in residence.
- v. For Providers with their own housing, the Provider shall assist in developing and maintaining house rules and responsibilities for the residents to encourage group compatibility and to assist the residents in learning the skills necessary to transition to other community living arrangements. The Provider may conduct weekly group meetings to discuss house management, including residents' rights and responsibilities and to problem solve any conflicts that arise in group living.
  - vi. Establish working agreements with community case management agencies, maternity support service agencies, therapeutic and other childcare agencies and approved outpatient treatment services to ensure access to such services while women are in housing support services. The agreements must be specific as to the services involved and the procedures for access.
  - vii. Maintain a central log that documents the five (5) monthly contacts, including three (3) face-to-face contacts.
  - viii. Establish and adopt screening protocols for referral to necessary medical evaluation and care.
  - ix. Provide physical safety information and/or training to women and their children while in transitional housing.
  - x. Organize central access to important medical information on the women and their children in the event of medical emergencies, apart from individual records.
- d. The Provider may use up to \$250 per individual to assist them in moving into their own housing. These funds are from the maximum consideration in this Contract and are not over and above the maximum consideration amount. The funds may be used to purchase household goods, infant or child supplies, bus passes, deposits and/or fees and rent. Expenditures shall follow written guidelines and procedures on the use of this funding, as developed by the Provider, and include the following:
- i. Individuals may not be given cash;
  - ii. The funds shall be used for individuals who have been making progress in their service plan and who are cooperative with the

transitional housing program;

- iii. Expenditures must be in accord with the individual service plan; and
- iv. The individual must move into her own independent housing.

e. Transporting Children

When transporting children, the Provider shall:

- i. Maintain a motor vehicle in a safe operating condition;
- ii. Ensure the driver has a valid Washington driver's license;
- iii. Carry liability and medical insurance;
- iv. Comply with the requirements for safely transporting children in a motor vehicle based on the child's age, height and weight as set forth in RCW 46.61.687;
- v. Ensure the driver secures, or causes to be secured, any child under 18 years of age in a seat safety belt or approved child restraint system;
- vi. Ensure the driver and any adult passenger riding in either the front or rear seat wear a seat safety belt;
- vii. Ensure staff or driver does not leave the child unattended in the vehicle;
- viii. Ensure the driver or staff supervising the child in the motor vehicle has current first aid and cardiopulmonary resuscitation (CPR) training;
- ix. Ensure the number of passengers does not exceed the seating capacity of the motor vehicle; and
- x. Ensure a minimum of one (1) staff person, other than the driver, is present in the motor vehicle when:
  - a) Seven (7) or more preschool age and younger children are present; or
  - Staff-to-child ratio guidelines requires a second person

Section 20.13.5: **SUD Residential Adult Recovery House Statement of Work**

**I. PURPOSE**

The Provider shall provide adult SUD residential treatment within available resources in the form of Recovery House services designed from a recovery and resiliency perspective that will enable residents to live in the community with minimal dependence on public safety and acute care resources.

## **II. PROGRAM DESCRIPTION**

### 1. General Program Requirement

#### a. The Provider shall provide access to services as follows:

- (1) The Provider shall ensure that treatment services are not denied to any individual solely on the basis of that individual's drug(s) of choice.
- (2) The Provider shall accept and make the necessary adjustments to continue treatment for any clinically-appropriate client actively taking an opiate substitution medication.
- (3) The Provider shall not have policies or procedures in place that deny treatment services to any individual solely on the basis that the client is taking prescribed medication(s). However, the Provider reserves the right to deny admission to any individual when the Provider determines that the individual is beyond the scope of the Provider's ability to safely or adequately treat.
- (4) The Provider shall ensure that access to treatment services is not denied solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (5) Services shall be provided according to all of the following values:
  - (a) Cultural, linguistic and disability competent
  - (b) Oriented toward promoting recovery and resiliency
  - (c) Appropriate to the age and developmental stage of the resident
  - (d) Preference for the most independent living setting
- (6) The Provider shall provide adult SUD residential services within the identified levels of care as defined in the WAC 246-341 and as described by ASAM. Services shall be provided in accordance with the Department of Health regulations as stated in WAC 246-337 or its successor for a Residential Treatment Facilities (RTF).
- (7) Recovery house services are substance use disorder residential treatment services that provide a program of care and treatment with social, vocational, and recreational activities to aid in individual adjustment to abstinence, relapse prevention, recovery skills development, and to aid in job training, employment, or participating in other types of community services while in a supervised facility in accordance with WAC 246-341. This level of SUD treatment satisfies the level of intensity in ASAM Level 3.1.

#### b. Priority Populations

- (1) Non-Medicaid funded individuals Per the Substance Abuse Block Grant (SABG) requirements, North Sound Behavioral Health Administrative

Organization (North Sound BH-ASO) and the Provider shall prioritize treatment admissions according to the following priority categories:

- (a) Women who are pregnant and injecting drugs
- (b) Women who are pregnant with SUDs
- (c) Individuals who are injecting drugs

2. Access to Services

a. Eligibility

- (1) Adult, 18 years or older
- (2) Resides in North Sound regional county: Island, San Juan, Skagit, Snohomish, and Whatcom.
- (3) Diagnosed per DSM-5 criteria for Substance Use Disorder (SUD)
- (4) Meets specific ASAM placement criteria for residential level of care
- (5) The individual's needs cannot be more appropriately met by any other formal or informal system of support.
- (6) Has been authorized by North Sound BH-ASO for this level of care.
  - (a) The initial authorization for North Sound regional residents for residential services shall be procured by the community-based assessor or outpatient provider after verifying bed availability with Provider.
  - (b) The Provider shall ensure there is an authorization in place prior to admitting the individual into the program.
  - (c) North Sound BH-ASO shall not reimburse SUD residential services without documented authorization.

3. Treatment

- a. The Provider shall provide services according to individual need, and to each resident and his or her family or support system, in order to help the individual, achieve recovery and resiliency through mutually negotiated goals of treatment.
- b. The Provider shall ensure residents have a voice in developing their Individual Service Plan (ISP).
- c. The Provider shall ensure significant others, as identified by the resident, are involved in the service plan development and implementation.
- d. The Provider shall ensure treatment goals are written in words understood by the resident.
- e. The Provider shall ensure documentation related to progress toward treatment goals includes the resident's views on his or her progress.
- f. The Provider shall provide each resident the necessary personal items; i.e., soap, toothbrush, toothpaste, and sanitary items from the funds included in the daily bed rate.
- g. Treatment provided is consistent with ASAM 3.1 level of care appropriate for adult.

4. Clinical Records and Documentation
  - a. The Provider shall ensure that residential facility staff maintains individual clinical records and individualized clinical documentation.
  - b. Contain release of information forms (ROI) for care coordinating.
  - c. Include referrals to community support services.
  - d. An ISP is developed within five days of admission.
    - (1) Personalized to the individual's unique treatment needs as identified on the SUD assessment.
    - (2) The ISP is written in clear, straightforward language that is understandable to the individual and family (e.g., does not contain references, abbreviations and/or technical language that the individual may not understand or be familiar with)
    - (3) Initiated with at least one goal identified by the individual during the initial assessment or at the first service session following the assessment.
    - (4) Document at least monthly ISP reviews and progress towards goals and/or objectives.
    - (5) Includes individual needs identified in the diagnostic and periodic reviews, addressing:
      - (a) All substance use needing treatment, including tobacco, if necessary;
      - (b) Resident's bio-psychosocial identified needs and concerns;
      - (c) Age, cultural and/or disability issues relevant to treatment;
      - (d) Estimated dates or conditions for completion of each treatment goal;
      - (e) Contains measurable goals or objectives or both, and interventions/approaches; and
      - (f) The interventions listed are aligned with the identified objective.
    - (6) Documents are approved by a substance use disorder professional (SUDP) if the staff member developing the plan is not a SUDP.
    - (7) Documents that the plan was updated to reflect any changes in the individual's treatment needs, status, ASAM dimensions, and progress towards goals, or as requested by the individual.
    - (8) Demonstrates the resident's participation in the development of the plan and that plan was mutually agreed upon with copy provided to resident.
    - (9) The ISP is strength-based
    - (10) If the ISP includes assignments of work to an individual, the assignment of work must be therapeutic in value.
  - e. Daily documentation of progress notes
    - (1) Progress notes must include the date, time, duration, participant names, and a brief summary of the session with the treatment goal, objection or intervention the session addressed, and the name of the staff person who provided it.



- (a) Progress notes document:
  - (i) Significant changes in the resident's clinical and health status;
  - (ii) Implementation of interventions listed on ISP and progress towards meeting goals and objectives.
  - (iii) Coordination and communication with outside providers;
  - (iv) Medical appointments; and
  - (v) Contacts with family identified by the resident.
- (2) Progress notes are documented in a timely manner and before any subsequent scheduled appointments of the same type of service session or group type occur or documentation as to why this did not occur.
  - (a) Provider must document at minimum one daily service encounter.
    - (i) A service encounter consists of: individual sessions, group sessions, or other therapeutic interaction addressing ISP goals, objectives, or interventions.
- f. Continuing Stay Criteria
  - (1) Continued stay assessments are person-centered based upon the resident's individual treatment needs and progress in residential treatment.
  - (2) Continued stay eligibility criteria are:
    - (a) The resident meets the ASAM placement criteria for the requested residential level of care.
    - (b) The resident has demonstrated progress toward achieving treatment goals during the initial authorization period.
    - (c) The resident's needs cannot be more appropriately met by any other formal or informal system or support.
  - (3) The Provider shall request a continuation of an individual's stay by completing and forwarding the required written and electronic documentation to North Sound BH-ASO no later than five working days before expiration of initial authorization. Failure to provide complete information within this timeline may result in a rejection of the continuing stay request.
    - (a) The required written documentation must include:
      - (i) Updated ASAM evaluation by each dimension;
      - (ii) Requested number of days for continuing stay with goals to be accomplished; and
      - (iii) Brief description of resident's progress on ISP goals, additional goals and interventions added, projected treatment goals, and, the individualized reason and need for continued stay at the residential level of care.

- (4) North Sound BH-ASO shall make a decision on the continuing stay request and notify the Provider of disposition within two working days of receiving the continuing stay request submittal.
  - (a) If it is determined that the resident does not meet continuing stay eligibility criteria, the resident and/or resident's family (if legal guardian) may appeal the disposition.
- g. Discharge planning includes documentation to supports the reason for discharge (planned or unplanned) in the clinical record.
  - (a) The Provider collaboratively developed discharging planning with individual.
  - (b) Discharge planning initiated during the first week of treatment.
  - (c) Planned discharges identifies the Continuing Care Plan and recommendations by the Provider to assist in the successful transition to the next level of care:
    - (i) SUD Outpatient is established with a set appointment date & time for the individual to return.
    - (ii) Other follow up services both recommended and secured including, but not limited to: housing, transportation, mental health services, education, employment assistance, medical, dental, legal, other resources or services in the discharge plan to meet the needs of the individual.
    - (iii) Continuing Care Plan provided to individual/family and/or legal guardian.
- 5. Planned Leave
  - a. The Provider shall allow a resident to leave the facility for the purposes of obtaining medical treatment not available at the center, conducting personal business, visiting with family members or significant others and for other reasons that may be beneficial to the resident's treatment program. The outpatient program shall be informed of the need for a planned leave.
  - b. If a resident shall be absent from the Provider's facility on approved planned leave for more than 72 hours, the following applies:
    - (1) Residential staff must notify North Sound BH-ASO and indicate the total number of days the resident will be absent and the reason for the absence.
    - (2) Notification for planned absence shall occur prior to leave.
    - (3) Staff shall complete and submit Residential Absence Authorization form.
    - (4) The North Sound BH-ASO will review the planned leave request, determine if the SUD residential bed should remain open for the resident, and if so, approve payment for the bed days. North Sound BH-ASO will forward a copy of the approved absence authorization to the Provider within three business days.

- (5) All planned leaves must be consistent with the resident's Individual Service Plan (ISP).
  - c. Residential staff shall be responsible for providing ongoing case management at all times during a resident's planned leave, including crisis intervention and stabilization, until the individual has returned to the residential bed.
  - d. Residential staff shall be responsible for linking the resident to appropriate services if the resident will not be returning to facility developed in collaboration with the outpatient treatment facility that made the bed placement.
6. Unplanned Leave
- a. The Provider may maintain a benefit for 24 hours without requesting North Sound BH-ASO's absence authorization for a resident's unplanned voluntary exit should the individual's return remain a possibility.
    - (1) The termination date is the date of exit if the person does not return to the program.
  - b. If the Provider wants to maintain the benefit beyond 24 hours following a resident's unplanned, voluntary exit from the program, the following applies:
    - (1) Residential staff shall complete and submit to North Sound BH-ASO the Residential Absence Authorization form documenting the total number of days requested and reason(s) for the request.
    - (2) The North Sound BH-ASO will review the absence authorization request and notify the residential facility of the disposition.
    - (3) The North Sound BH-ASO will authorize a benefit for maximum of 72 hours from the date of the resident's unplanned, voluntary exit from the program.
7. Termination and Discharge
- a. SUD residential benefit will terminate under the following circumstances:
    - (1) The North Sound BH-ASO authorization period expires;
    - (2) The resident permanently exits the program prior to the expiration date of the authorization period;
    - (3) The resident dies;
    - (4) The resident gains enough resources during the benefit to be treated as a private-pay client; or
    - (5) Provider discharges resident to ensure the safety of other residents and staff.
  - b. A terminated benefit is payable to the date of termination.
    - (1) For the required terminations above, the date of the termination is the date of the event, unless otherwise specified.

- (2) When a required termination is not submitted or is submitted with an incorrect effective date, payment for the benefit beyond the correct effective date may be recouped by North Sound BH-ASO.

Section 20.13.6: **SUD Residential Youth Recovery House Statement of Work**

**I. PURPOSE**

The Provider shall provide youth SUD residential treatment within available resources in the form of Recovery House services designed from a recovery and resiliency perspective that will enable residents to live in the community with minimal dependence on public safety and acute care resources.

**II. PROGRAM DESCRIPTION**

1. General Program Requirement

a. The Provider shall provide access to services as follows:

- (1) The Provider shall ensure that treatment services are not denied to any individual solely on the basis of that individual's drug(s) of choice.
- (2) The Provider shall accept and make the necessary adjustments to continue treatment for any clinically-appropriate client actively taking an opiate substitution medication.
- (3) The Provider shall not have policies or procedures in place that deny treatment services to any individual solely on the basis that the client is taking prescribed medication(s). However, the Provider reserves the right to deny admission to any individual when the Provider determines that the individual is beyond the scope of the Provider's ability to safely or adequately treat.
- (4) The Provider shall ensure that access to treatment services is not denied solely on the basis that a client is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.
- (5) Services shall be provided according to all of the following values:
  - (a) Cultural, linguistic and disability competent
  - (b) Oriented toward promoting recovery and resiliency
  - (c) Appropriate to the age and developmental stage of the resident
  - (d) Preference for the most independent living setting
- (6) The Provider shall provide youth SUD residential services within the identified levels of care as defined in the WAC 246-12 and as described by ASAM. Services shall be provided in accordance with the Department of

Health regulations as stated in WAC 246-337 or its successor for a Residential Treatment Facilities (RTF).

- (7) Recovery house services are substance use disorder residential treatment services that provide a program of care and treatment with social, vocational, and recreational activities to aid in individual adjustment to abstinence, relapse prevention, recovery skills development, and to aid in job training, employment, or participating in other types of community services while in a supervised facility in accordance with WAC 246-12. This level of SUD treatment satisfies the level of intensity in ASAM Level 3.1.

b. Priority Populations

- (1) Per the Substance Abuse Block Grant (SABG) requirements, North Sound Behavioral Health Administrative Organization (North Sound BH-ASO) and the Provider shall prioritize treatment admissions according to the following priority categories:
  - (a) Women who are pregnant and injecting drugs
  - (b) Women who are pregnant with SUDs
  - (c) Individuals who are injecting drugs

2. Access to Services

a. Eligibility

- (1) Youth 17 years or younger
- (2) Resides in North Sound regional county: Island, San Juan, Skagit, Snohomish, and Whatcom.
- (3) Diagnosed per DSM-5 criteria for Substance Use Disorder (SUD)
- (4) Meets specific ASAM placement criteria for residential level of care.
- (5) The individual's needs cannot be more appropriately met by any other formal or informal system of support.
- (6) Has been authorized by North Sound BH-ASO for this level of care.
  - (a) The initial authorization for North Sound regional residents for residential services shall be procured by the community-based assessor or outpatient provider after verifying bed availability with Provider.
  - (b) The Provider shall ensure there is an authorization in place prior to admitting the individual into the program.
  - (c) North Sound BH-ASO shall not reimburse SUD residential services without documented authorization.

3. Treatment

- a. The Provider shall provide services according to individual need, and to each resident and his or her family or support system, in order to help the individual, achieve recovery and resiliency through mutually negotiated goals of treatment.

- b. The Provider shall ensure residents have a voice in developing their Individual Service Plan (ISP).
  - c. The Provider shall ensure family, as identified by the resident, are involved in the service plan development and implementation.
  - d. The Provider shall ensure treatment goals are written in words understood by the resident.
  - e. The Provider shall ensure documentation related to progress toward treatment goals includes the resident's views on his or her progress.
  - f. The Provider shall provide each resident the necessary personal items; i.e., soap, toothbrush, toothpaste, and sanitary items from the funds included in the daily bed rate.
  - g. Treatment provided is consistent with ASAM 3.1 level of care appropriate for youth.
4. Clinical Records and Documentation
- a. The Provider shall ensure that residential facility staff maintains individual clinical records and individualized clinical documentation.
  - b. Contain release of information forms (ROI) for care coordinating.
  - c. Include referrals to community support services.
  - d. An ISP is developed within five days of admission.
    - (1) Personalized to the individual's unique treatment needs as identified on the SUD assessment.
    - (2) The ISP is written in clear, straightforward language that is understandable to the individual and family (e.g., does not contain references, abbreviations and/or technical language that the individual may not understand or be familiar with)
    - (3) Initiated with at least one goal identified by the individual during the initial assessment or at the first service session following the assessment.
    - (4) Document monthly ISP reviews and progress towards goals and/or objectives.
    - (5) Includes individual needs identified in the diagnostic and periodic reviews, addressing:
      - (a) All substance use needing treatment, including tobacco, if necessary;
      - (b) Resident's bio-psychosocial identified needs and concerns;
      - (c) Age, cultural and/or disability issues relevant to treatment;
      - (d) Estimated dates or conditions for completion of each treatment goal;
      - (e) Contains measurable goals or objectives or both, and interventions/approaches; and
      - (f) The interventions listed are aligned with the identified objective.
    - (6) Documents are approved by a substance use disorder professional (SUDP) if the staff member developing the plan is not a SUDP.

- (7) Documents that the plan was updated to reflect any changes in the individual's treatment needs, status, ASAM dimensions, and progress towards goals, or as requested by the individual.
  - (8) Demonstrates the resident's participation in the development of the plan and that plan was mutually agreed upon with copy provided to resident.
  - (9) The ISP is strength-based.
  - (10) If the ISP includes assignments of work to an individual, the assignment of work must be therapeutic in value.
- e. Daily documentation of progress notes
- (1) Progress notes must include the date, time, duration, participant names, and a brief summary of the session with the treatment goal, objection or intervention the session addressed, and the name of the staff person who provided it.
    - (a) Progress notes document:
      - (i) Significant changes in the resident's clinical and health status;
      - (ii) Implementation of interventions listed on ISP and progress towards meeting goals and objectives.
      - (iii) Coordination and communication with outside providers;
      - (iv) Medical appointments; and
      - (v) Contacts with family identified by the resident.
  - (2) Progress notes are documented in a timely manner and before any subsequent scheduled appointments of the same type of service session or group type occur or documentation as to why this did not occur.
    - (a) Provider must document at minimum one daily service encounter.
      - (i) A service encounter consists of: individual sessions, group sessions, or other therapeutic interaction addressing ISP goals, objectives, or interventions.
- f. Continuing Stay Criteria
- (1) Continued stay assessments are person-centered based upon the resident's individual treatment needs and progress in residential treatment.
  - (2) Continued stay eligibility criteria are:
    - (a) The resident meets the ASAM placement criteria for the requested residential level of care.
    - (b) The resident has demonstrated progress toward achieving treatment goals during the initial authorization period.
    - (c) The resident's needs cannot be more appropriately met by any other formal or informal system or support.
  - (3) The Provider shall request a continuation of an individual's stay by completing and forwarding the required written and electronic

documentation to North Sound BH-ASO no later than five working days before expiration of initial authorization. Failure to provide complete information within this timeline may result in a rejection of the continuing stay request.

- (a) The required written documentation must include:
  - (i) Updated ASAM evaluation by each dimension;
  - (ii) Requested number of days for continuing stay with goals to be accomplished; and
  - (iii) Brief description of resident's progress on ISP goals, additional goals and interventions added, projected treatment goals, and, the individualized reason and need for continued stay at the residential level of care.
- (4) North Sound BH-ASO shall make a decision on the continuing stay request and notify the Provider of disposition within two working days of receiving the continuing stay request submittal.
  - (a) If it is determined that the resident does not meet continuing stay eligibility criteria, the resident and/or resident's family (if legal guardian) may appeal the disposition.
- g. Discharge planning includes documentation to supports the reason for discharge (planned or unplanned) in the clinical record.
  - (a) The Provider collaboratively developed discharging planning with individual.
  - (b) Discharge planning initiated during the first week of treatment.
  - (c) Planned discharges identifies the Continuing Care Plan and recommendations by the Provider to assist in the successful transition to the next level of care:
    - (i) SUD Outpatient is established with a set appointment date & time for the individual to return.
    - (ii) Other follow up services both recommended and secured including, but not limited to: housing, transportation, mental health services, education, employment assistance, medical, dental, legal, other resources or services in the discharge plan to meet the needs of the individual.
    - (iii) Continuing Care Plan provided to individual/family and/or legal guardian.
- 5. Planned Leave
  - a. The Provider shall allow a resident to leave the facility for the purposes of obtaining medical treatment not available at the center, conducting personal business, visiting with family members or significant others and for other



- reasons that may be beneficial to the resident's treatment program. The outpatient program shall be informed of the need for a planned leave.
- b. If a resident shall be absent from the Provider's facility on approved planned leave for more than 72 hours, the following applies:
    - (1) Residential staff must notify North Sound BH-ASO and indicate the total number of days the resident will be absent and the reason for the absence.
    - (2) Notification for planned absence shall occur prior to leave.
    - (3) Staff shall complete and submit Residential Absence Authorization form.
    - (4) The North Sound BH-ASO will review the planned leave request, determine if the SUD residential bed should remain open for the resident, and if so, approve payment for the bed days. North Sound BH-ASO will forward a copy of the approved absence authorization to the Provider within three business days.
    - (5) All planned leaves must be consistent with the resident's Individual Service Plan (ISP).
  - c. Residential staff shall be responsible for providing ongoing case management at all times during a resident's planned leave, including crisis intervention and stabilization, until the individual has returned to the residential bed.
  - d. Residential staff shall be responsible for linking the resident to appropriate services if the resident will not be returning to facility developed in collaboration with the outpatient treatment facility that made the bed placement.
6. Unplanned Leave
- a. The Provider may maintain a benefit for 24 hours without requesting North Sound BH-ASO's absence authorization for a resident's unplanned voluntary exit should the individual's return remain a possibility.
    - (1) The termination date is the date of exit if the person does not return to the program.
  - b. If the Provider wants to maintain the benefit beyond 24 hours following a resident's unplanned, voluntary exit from the program, the following applies:
    - (1) Residential staff shall complete and submit to North Sound BH-ASO the Residential Absence Authorization form documenting the total number of days requested and reason(s) for the request.
    - (2) The North Sound BH-ASO will review the absence authorization request and notify the residential facility of the disposition.
    - (3) The North Sound BH-ASO will authorize a benefit for maximum of 72 hours from the date of the resident's unplanned, voluntary exit from the program.
7. Termination and Discharge
- a. SUD residential benefit will terminate under the following circumstances:

- (1) The North Sound BH-ASO authorization period expires;
  - (2) The resident permanently exits the program prior to the expiration date of the authorization period;
  - (3) The resident dies;
  - (4) The resident gains enough resources during the benefit to be treated as a private-pay client; or
  - (5) Provider discharges resident to ensure the safety of other residents and staff.
- b. A terminated benefit is payable to the date of termination.
- (1) For the required terminations above, the date of the termination is the date of the event, unless otherwise specified.
  - (2) When a required termination is not submitted or is submitted with an incorrect effective date, payment for the benefit beyond the correct effective date may be recouped by North Sound BH-ASO.

*Other Policies and Procedures related to this section:*