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Revisions: \_\_\_\_\_

**Document Scope:** (applies to Policy & Procedure only)

- X The requirements herein apply only to the GCBH BH-ASO Central Office and its functions.
- The requirements herein apply, verbatim, to GCBH BH-ASO and its network providers<sup>2</sup>.
- The requirements herein apply both to GCBH BH-ASO and its network providers<sup>2</sup>. Additionally, network providers must have internal documents outlining their processes for implementing the requirements, insofar as they relate to actions for which network providers are responsible.

**DEFINITIONS:**

- I. **American Indian/Alaska Native (AI/AN):** Any individual defined at 25 U.S.C. § 1603(13), § 1603(28), or § 1679(a), or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12. This means the Individual is a member of a Tribe or resides in an urban center and meets one or more of the following criteria:
  - a. Is a member of a tribe, band, or other organized group of Indians, including those tribes, bands, or groups terminated since 1940 and those recognized now or in the future by the state in which they reside, or who is descendant, in the first or second degree, of any such member;
  - b. Is an Eskimo or Aleut or other Alaska Native;
  - c. Is considered by the Secretary of the Interior to be an Indian for any purpose; or
  - d. Is determined to be an Indian under regulations issued by the Secretary.
  - e. The term AI/AN also includes an Individual who is considered by the Secretary of the Interior to be an Indian for any purpose or is considered by the Secretary of Health and Human Services to be an Indian for purposes of eligibility for Indian health care services, including as a California Indian, Eskimo, Aleut, or other Alaska Native.
  
- II. **Cultural Humility:** The continuous application in professional practice of self-reflection and self-critique, learning from patients, and partnership building, with an awareness of the limited ability to understand the patient’s worldview, culture(s), and communities.
  
- III. **Culturally Appropriate Care:** Health care services provided with Cultural Humility and an understanding of the patient’s culture and community and informed by

Historical Trauma and the resulting cycle of Adverse Childhood Experiences (ACEs).

- IV. Fee-for-Service Medicaid (FFS) Program: The state Medicaid program, which pays for services furnished to Medicaid patients in accordance with the Medicaid State Plan's FFS methodology.
- V. Health Disparities: Preventable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health that are experienced by socially disadvantaged populations.
- VI. Historical Trauma: Situations where a community experienced traumatic events, the events generated high levels of collective distress, and the events were perpetuated by outsiders with a destructive or genocidal intent.
- VII. Indian Health Care Providers (IHCP): The Indian Health Service and/or any Tribe, Tribal organization, or Urban Indian Health Program (UIHP) that provides Medicaid-reimbursable services.
- VIII. Indian Health Service: The federal agency in the Department of Health and Human Services (DSHS), including contracted Tribal health programs, entrusted with the responsibility to assist eligible AI/ANs with health care services.
- IX. Non-Tribal Indian Health Care Provider (IHCP): An Indian Health Care Provider that is not operated by a Tribe, including the Indian Health Service and an Urban Indian Health Program.
- X. Protocols for Coordination with Tribes and non-Tribal IHCPs: The protocols that HCA and a Tribe or non-Tribal IHCP develop and agree on, with input from the Contractor, for the coordination of crisis services (including involuntary commitment assessment), care coordination, and discharge and transition planning. Development of Protocols for Coordination with Tribes and non-Tribal IHCPs.
- XI. Tribal Organization: The recognized governing body of any Tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by one or more federally recognized Tribes, or whose governing body is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities.
- XII. Tribe: Any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or group or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

- XIII. Urban Indian Health Program (UIHP): A nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, that is operating a facility delivering health care.

**POLICY:**

- A. GCBH BH-ASO values collaborative partnerships with the Tribes and non-Tribal Indian Health Care Providers (IHCPs) in the Greater Columbia Regional Service Area (RSA). GCBH BH-ASO and its network providers will comply with the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Greater Columbia RSA.
- B. GCBH BH-ASO will comply with the HCA requirements regarding contracts with IHCPs.
- C. GCBH BH-ASO will provide the following services for American Indian/Alaska Native (AI/AN) Individuals in the Fee-for-Service (FFS) Medicaid Program who have opted out of Medicaid managed care, in coordination with the Individual's IHCP, if applicable:
- a. Crisis services and related coordination of care;
  - b. Involuntary commitment evaluation services; and
  - c. Services related to inpatient discharge and transitions of care.
  - d. Assistance in identifying services and resources for Individuals with voluntary admission.
  - e. When individuals being discharged or diverted from state hospitals are placed in a long-term care setting, GCBH BH-ASO will coordinate with Tribal governments and/or IHCPs for AI/AN Individuals, when GCBH BH-ASO has knowledge that the Individual is AI/AN and receives health care services from a Tribe and/or IHCP in Washington State.
- D. GCBH BH-ASO will coordinate the transfer of Individual information, including initial assessments and care plans with Tribes and non-Tribal IHCPs, as needed when Individuals move between regions or gains or loses Medicaid eligibility, to reduce duplication of services and unnecessary delays in service provision.
- E. GCBH BH-ASO will attend state-sponsored training and participate in emergency/disaster preparedness planning when requested by HCA and Tribes in the region and provide Disaster Outreach and post-Disaster Outreach in the event of a disaster/emergency.
- F. GCBH BH-ASO will comply with the Tribal Designated Crisis Responder (DCR) requirements identified in Section III of this policy.

## **1. Contracts with Indian Health Care Providers (IHCP)**

- a. GCBH BH-ASO will coordinate with and pay all IHCPs enrolled with the HCA who provide a service to an Individual under the HCA BH-ASO contract with GCBH BH-ASO regardless of the IHCP's decision whether to contract with GCBH BH-ASO.
- b. If, at any time during the term of the HCA BH-ASO contract with GCBH BH-ASO, an IHCP submits a written request to GCBH BH-ASO at 101 N. Edison, Kennewick WA. 99336 that the IHCP's intent to enter into a contract with GCBH BH-ASO, GCBH BH-ASO will negotiate in good faith with the IHCP. GCBH BH-ASO will offer and negotiate contracts in good faith to all IHCPs, including any tribal care coordination or related services. To be offered in good faith, GCBH BH-ASO will offer contract terms comparable to terms that it offers to a similarly-situated non-IHCP provider, except for terms that would not be applicable to an IHCP, such as by virtue of the types of services that an IHCP provides. GCBH BH-ASO will provide verification of such offers on request for the HCA to verify compliance with this provision.
  - i. GCBH BH-ASO's contract with the IHCP must reference the IHCP's ability to submit complaints to the HCA for resolution and for the HCA to facilitate resolution directly with GCBH BH-ASO.
- c. Any contracts with an IHCP must be consistent with the laws and regulations that are applicable to an IHCP.
- d. In the event that the GCBH BH-ASO and the IHCP fail to reach an agreement on a contract within ninety (90) calendar days from the date of the IHCP's written request, the IHCP may request HCA assistance in facilitating resolution. Executive leadership of GCBH BH-ASO must attend this meeting in person and be permitted to have legal counsel present.
- e. GCBH BH-ASO will include a reference in any contract between GCBH BH-ASO and an IHCP to the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Greater Columbia RSA.

## **2. Development of Protocols for Coordination with Tribes and non-Tribal IHCPs**

- a. GCBH BH-ASO will participate in meetings with Tribes and non-Tribal IHCPs, facilitated by HCA, to develop the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the GCBH BH-ASO regional Service Area. Until these protocols are completed and agreed upon for each Tribe or non-Tribal IHCP, GCBH BH-ASO will use the most recent annual plan for providing crisis and ITA evaluations on Tribal Lands that was agreed upon by GCBH BH-ASO and the Tribe.

- b. HCA in partnership with GCBH BH-ASO through the convened meetings will develop and revise protocols for the coordination of crisis services (including involuntary commitment assessment), care coordination, and discharge and transient planning as part of HCA's government-to-government relationship with each of the Tribes under chapter 43.376 RCW and various federal requirements and as part of HCA's meet-and-confer relationship with each non-Tribal IHCP under HCA policy. These protocols will include a procedure and timeframe for evaluation the protocols' efficacy and reviewing or modifying the protocols to the satisfaction of all parties. These protocols may be jointly developed with more than one Tribe and/or non-Tribal IHCPs in a Regional Service Area. With respect to crisis and involuntary commitment assessment services, these protocols will include at a minimum a description of the procedures or processes for:
- i. Designated Crisis Responders to access Tribal lands to provide services, including crisis response and involuntary commitment assessment;
  - ii. Providing services on Tribal lands in the evening, holidays, or weekends if different than during business hours;
  - iii. Notifying Tribal authorities when crisis services are provided on tribal land, especially on weekends or holidays or after business hours, including who is notified and timeframes for the notification.
  - iv. How Designated Crisis Responders will coordinate with Tribal mental health and/or substance use disorder providers and others identified in the protocols, including coordination and debriefing with any Tribal mental health or substance use disorder providers after a crisis service has been provided.
  - v. When a Designated Crisis Responders determines whether to detain or not for involuntary commitment; and
  - vi. If ITA evaluations cannot be conducted on Tribal land, how and by whom individuals will be transported to non-Tribal lands for involuntary commitment assessment and detention and/or to a licensed Evaluation and Treatment facility.
- c. HCA will provide GCBH BH-ASO a copy of each set of protocols applicable to the GCBH BH-ASO Regional Service Area as soon as they are agreed upon by the Tribe or non-Tribal IHCP.



### **3. Tribal Designated Crisis Responders**

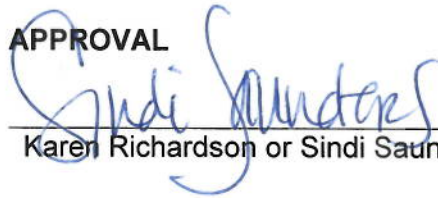
- a. As GCBH BH-ASO has authority to designate DCR's, and upon request, GCBH BH-ASO will assist and designate at least one person from each Tribe within the GCBH BH-ASO Regional Service Area as a Tribal Designated Crisis Responder, subject to the following requirements:
  - i. The potential Tribal DCR must meet all the requirements as a Designated Crisis Responder in accordance with RCW 71.05.020, 71.24.025 and 71.34.020;
  - ii. The request for designation of a potential Tribal DCR person must be made in writing to GCBH BH-ASO from the Tribal Authority;
  - iii. As GCBH BH-ASO Regional Service Area includes only one Tribe, there is no need for Tribes to elect to share Tribal DCR's;
  - iv. The decision-making authority of the DCR must be independent of GCBH BH-ASO administration and the Tribal Authority.
- b. GCBH BH-ASO will enable any Tribal DCR to shadow with and receive on the job training from a DCR employed by a DCR agency that is contracted with GCBH BH-ASO.
- c. GCBH BH-ASO will actively engage and include Tribal DCRs in the regional work on the Crisis Services collaborate groups, trainings, and policy impacts within their RSA and as provided to other DCR service providers.
- d. In the event that GCBH BH-ASO and the Tribal Authority are unable to reach agreement on a methodology to designate a Tribal DCR, including hiring, funding and operational processes, written documentation will be provided to HCA's office of Tribal Affairs and will be submitted to [HCABHASO@hca.wa.gov](mailto:HCABHASO@hca.wa.gov).
  - i. Documentation must include names of those participating in the planning discussions from both parties and barriers or issues that remain unresolved.
  - ii. HCA will work with both parties to attempt to resolve issues and provide technical assistance where needed. This may include a facilitated executive level meeting between both parties.

### **4. Monitoring**

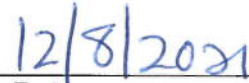
- a. GCBH BH-ASO will coordinate with Tribes and non-Tribal IHCPs in the Greater Columbia RSA to review any issues with compliance with the Protocols for Coordination with Tribes and non-Tribal IHCPs as needed.

- b. GCBH BH-ASO will fully engage in working towards resolving any issues with Tribes or IHCPs in the Greater Columbia RSA as needed.
- c. GCBH BH-ASO will update this policy when there are any changes in requirements by HCA.

**APPROVAL**



\_\_\_\_\_  
Karen Richardson or Sindi Saunders, Co-Directors



\_\_\_\_\_  
Date