

Document Type:¹

☒ Policy & Procedure

☐ Process Guideline

Adopted: 1/1/2019

Last 4/10/2023

Reviewed:

☐ Plan

☐ System Description

Retired:

Revisions: 11/07/2019, 3/25/2022

Document Scope: (applies to Policy & Procedure only)

- 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 providers².
- The requirements herein apply to both GCBH BH-ASO and its network providers². 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.

PURPOSE: To provide guidelines, instructions, and standards for the selection and maintenance of a provider network for the Greater Columbia Behavioral Health, LLC BH-ASO (GCBH BH-ASO) in compliance with, at a minimum, the requirements of 42 CFR 438.214.

DEFINITIONS

- I. **Credentials:** Documented evidence of registration, licensure, certification, education, training, experience, or other qualifications. This term applies to a Community Mental Health Agency (CMHA), Substance Use Disorder (SUD) treatment and support programs, and the individuals employed or contracted to provide services at the CMHA.
- II. **Credentialing:** The process of assessing and validating the qualifications of a registered and/or licensed individual or agency (CMHA or SUD treatment and support program).
- III. **Privileging:** A process whereby an individual or Agency is formally granted permission to perform specific duties and job functions.
- IV. **Provider:** An individual medical or Behavioral Health Professional, Health Care Professional, hospital, skilled nursing facility, other Facility, or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.
- V. **Re-credentialing:** The process whereby the credentialing information is updated.

POLICY

- A. GCBH BH-ASO complies fully with the State Health Care Authority (HCA) contract, which specifies that GCBH BH-ASO will contract only with licensed providers who have been credentialed by the Department of Health (DOH).
- B. GCBH BH-ASO implements written policies and procedures for selection and retention of providers from the State credentialed pool of licensed and credentialed providers and practitioners in composing the GCBH BH-ASO provider network for their service area.
- C. GCBH BH-ASO terminates its contract with a provider if DOH notifies GCBH BH-ASO of a provider's failure to attain or maintain licensure or certification.

- D. GCBH BH-ASO does not contract with providers excluded from participation in Federal health care programs under either section 1128 or 1128A of the Social Security Act.
- E. GCBH BH-ASO does not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable State Law, solely on the basis of that license or certification.
- F. GCBH BH-ASO selects the provider network for delivery of services, assures adequate capacity and manages the provider network through communication processes, contract requirements and monitoring of quality of care and service delivery for the purpose of meeting the behavioral health needs of individuals served by GCBH BH-ASO.
- G. GCBH BH-ASO develops the provider network, monitors capacity and manages the network to ensure that individuals served get timely care whether provided directly by the provided network, their subcontractors, through referral, consultation or other contractual or other delegated arrangement.

PROCEDURE

- 1. GCBH BH-ASO follows the uniform credentialing and re-credentialing process established by the State, which require the State to establish a uniform credentialing and re-credentialing policy.
- 2. GCBH BH-ASO only utilizes Providers who have been credentialed consistent with GCBH BH-ASO Policy AD118 and have signed contracts or participation agreements with GCBH BH-ASO.
- 3. GCBH BH-ASO selects and retains network providers based on their ability to meet the clinical and service needs, as well as the service area needed to support the population of individuals that GCBH BH-ASO is to serve. If applicable, this includes the ability to provide crisis services twenty-four (24) hours a day, seven (7) days a week. GCBH BH-ASO shall consider the following in the selection and management of its network:
 - 3.1. Expected utilization of services
 - 3.2. Characteristics and health needs of the population
 - 3.3. Number and type of providers able to furnish services
 - 3.4. Geographic location of providers and individuals, including distance, travel time, means of transportation and whether a location is American with Disabilities Act (ADA) accessible
 - 3.5. Anticipated needs of priority populations listed in contract
 - 3.6. GCBH BH-ASO's available resources
- 4. GCBH BH-ASO shall have a crisis network with enough capacity to serve the regional service area (RSA) to include, at a minimum, the following:
 - 4.1. Designated Crisis Responder (DCR)
 - 4.2. Evaluation and Treatment (E&T) capacity to service the RSA's non-Medicaid population
 - 4.3. Psychiatric and SUD inpatient beds to serve the RSA's non-Medicaid population

- 4.4. Staff to provide mobile crisis outreach in the RSA
 - 4.5. GCBH BH-ASO shall have a non-crisis behavioral health network with enough capacity to serve the RSA's non-Medicaid population, within available resources.
 - 4.6. Within available resources, the GCBH BH-ASO will establish and maintain contracts with office-based opioid treatment providers that have obtained a waiver under the Drug Addiction Treatment Act of 2000 to practice medication-assisted opioid addiction therapy.
5. Provider selection policies and procedures, consistent with the following specifics, do not discriminate against particular practitioners that serve high-risk populations, or specialize in conditions that require costly treatment.

GCBH BH-ASO anticipates as much as possible the needs of priority populations and selects and retains providers that are able to provide services that meet their needs.

Network Evaluation and Monitoring

1. Provider network evaluation and monitoring is completed under the Auspices of the GCBH QM Process at a minimum of annually by conducting some or all of the following:
 - a. Concurrent and retrospective reviews, Clinical Record Reviews; Administrative, Fiscal, and Quality Assurance on-site or desk Monitoring Reviews, and other on-going monitoring activities to ensure the quality of care.
 - i. Federal Block Grant 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 abuse treatment (for SABG) consisting of at least five percent (5%) of treatment providers. GCBH BH-ASO and Network Providers shall participate in the peer review process when requested by HCA per 42 USC 300x-53(a), 45 CFR 96.136, and MHBG Service Provisions.
 - b. Determining contract renewals based on compliance with some or all of the following: contract requirements, submission of encounter data, utilization data, critical incident reports, corrective actions, financial audits, handling of grievances and fair hearings, and continuous quality improvement along with clinical practice standards.
 - c. Retaining and exercising the right to terminate a contract if the network provider has violated any law, regulation, rule, or ordinance applicable to services provided under the contract or if continuance of the contract poses material risk of injury or harm to any person. Denial of licensure renewal or suspension or revocation will be considered grounds for termination in accordance with the contract term.
 - i. In the event of a provider termination, a notification shall occur, and the following will commence:
 1. If a subcontract is terminated or a site closure occurs in less than 90 days, GCBH BH-ASO shall notify the HCA as soon as possible.

2. If a subcontract is terminated or site closes unexpectedly, the GCBH BH-ASO shall submit a plan within seven (7) days to the HCA that includes:
 - a. Notification to Ombuds services and individuals served at said site;
 - b. Provision of uninterrupted services; and
 - c. Any information released to the media.
- d. By contract, the network providers agree to cooperate with GCBH BH-ASO in the evaluation of the provider's performance, and to make available all information reasonably required by any such evaluation process. The Contractor shall provide access to their facilities and the records documenting contract performance, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days.

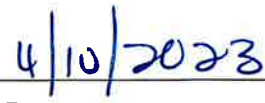
Corrective Action

1. GCBH BH-ASO shall evaluate the contractor's compliance with the provisions of this policy prior to imposing a corrective action.
2. GCBH BH-ASO shall evaluate performance data (as described above in the Network Monitoring and Evaluation Section) quarterly and/or when necessary through its QMOC.
3. GCBH BH-ASO staff will review findings for trends requiring system level intervention and report such findings to the GCBH BH-ASO Executive Board for action.
 - a. Based on this determination, corrective action may be initiated, unless otherwise agreed.
 - b. When a need for corrective action is identified during such reviews, network providers will address areas of non-compliance via their quality improvement processes and will provide evidence of sustained improvement.
4. GCBH BH-ASO shall allow contractor 30 days from receipt of corrective action letter to submit a corrective action plan.
 - a. The contractor shall have 60 days for implementation of the accepted plan, with the exceptions of any situations that pose a threat to the health or safety of any person, that pose a threat of property damage, and/or an incident has occurred that resulted in injury or death to any person and/or damage to property, for which immediate action shall be required.
5. GCBH BH-ASO shall provide general contract language in corrective action procedures in all contracts with the contractors within the GCBH BH-ASO region.
6. GCBH BH-ASO will maintain an internal process (through the QMOC) for reporting and tracking corrective actions issued by GCBH BH-ASO and corrective actions provided by the contractor.
7. Failure to meet measurements of corrective actions may result in termination of the contract if directed by the GCBH BH-ASO Executive Committee.

APPROVAL



Karen Richardson or Sindi Saunders, Co-Directors



Date