

Great Rivers Behavioral Health

Administrative Service Organization

Policy Title: Monitoring of Contractors	Policy No. 4010.02
Category: Compliance	Date Adopted: 05/08/2020 Date Revised: 05/14/2021 Date Reviewed: 04/21/2021 , 5/23/2023
Reference: Washington Administrative Code Health Care Authority (HCA) contract with Great Rivers Behavioral Health ASO	

Policy:

- 1.1. Great Rivers Behavioral Health Administrative Service Organization (Great Rivers BH-ASO) shall monitor contractors and notify the Washington State Health Care Authority (HCA) of observations and information indicating that Washington State Department of Health (DOH) licensed providers may not be in compliance with licensing or certification.
- 1.2. To ensure effectiveness and cost-efficiency, Great Rivers BH-ASO limits the scope of its monitoring to Great Rivers BH-ASO's specific requirements, and limits duplicative work completed by other audits and licensing reviews.
- 1.3. Great Rivers BH-ASO requests copies of each contractor's most recent HCA/DOH licensing review, State Auditor or CPA audits, or other audit or monitoring reports. Great Rivers BH-ASO will follow-up on any identified deficiencies or required corrective action.
- 1.4. Great Rivers BH-ASO contracted providers, including substance use disorder (SUD) and Mental Health (MH) residential providers, will be audited on-site at least annually. The on-site audits will follow the "Great Rivers BH-ASO Contract Monitoring Guidelines."
- 1.5. Other subcontracts shall be monitored through a desk review at least biennially. If multiple BH-ASOs contract with the same provider(s), Great Rivers BH-ASO may accept that BH-ASO's monitoring as sufficient in meeting Great Rivers BH-ASO monitoring requirements if, in the judgment of Great Rivers BH-ASO, contract terms are comparable.
- 1.6. Great Rivers BH-ASO monitors contractors for compliance with their policies on credentialing/ recredentialing and requirements associated with any licenses or certifications that they maintain.
- 1.7. Great Rivers BH-ASO audits contractors to ensure that they have conducted excluded provider and debarment checks on all staff.
- 1.8. At the discretion of the Chief Executive Director or the Quality Management Manager, Great Rivers BH-ASO may require corrective action from contractors related to requirements that have not been met.

PROCEDURE

2.1. Provider Oversight and Monitoring

- 2.1.1 Great Rivers BH-ASO's contracted providers must 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.
- 2.1.2. Great Rivers BH-ASO conducts at least one (1) on-site visit every year to each contracted provider where State funded, or Federal Block Grant (FBG) funded treatment services are provided during the contract period of performance.
- 2.1.3. Great Rivers BH-ASO's contracted providers will cooperate with all audits and investigations performed by duly authorized representatives of the State of Washington, HCA, DOH, and Washington State Medicaid Fraud Control Unit (MFCU), 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.
- 2.1.4. Great Rivers BH-ASO's contracted providers must grant access to facilities and records within thirty (30) calendar days documenting their performance on contract requirements for the purpose of audits, investigations, and for the identification and recovery of overpayments.
- 2.1.5. If a Provider is subject to OMB Super Circular audit, Great Rivers 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.
 - 2.1.5.1. If a Provider is not subject to OMB Super Circular, the Great Rivers BH-ASO shall perform sub-recipient monitoring in compliance with federal requirements.
- 2.1.6. A fiscal review will 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.
- 2.1.7. Great Rivers BH-ASO continually monitors individual incident reports, grievances, and complaints to determine the need for an audit or an on-site visit. Great Rivers BH-ASO may assess the quality, safety, and accessibility of office sites where care is delivered against contract requirements and applicable standards.

2.2. Treatment Facility Requirements

- 2.2.1. Great Rivers BH-ASO evaluates each contracted provider's office site(s) to ensure:
 - 2.2.1.1. The office is not a personal residence.

- 2.2.1.2. The office has adequate private space for personal consultation with an individual, staff charting, and therapeutic and social activities, as appropriate.
- 2.2.1.3. The office has secure storage of active or closed confidential records.
- 2.2.1.4. The office has separate secure, locked storage of poisonous external chemicals and caustic materials.
- 2.2.1.5. The provider posts the applicable individual participant rights and Great Rivers BH-ASO rights and responsibilities in public areas.
- 2.2.1.6. Least Restrictive Alternative (LRA) rights described in 71.05.217 are prominently posted in all facilities providing LRA services.
- 2.2.1.7. Reasonable access for individuals with disabilities:
 - 2.2.1.7.1. Full and equal access to health care services and facilities;
 - 2.2.1.7.2. Reasonable modifications to policies, practices, and procedures that are necessary to make health care services available to people with disabilities, but do not result in an undue financial burden on the provider or a fundamental alteration of the provider's services; and
 - 2.2.1.7.3. Effective communication, including auxiliary aids and services, such as the provision of sign language interpreters or written materials in alternative formats.

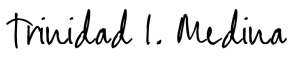
2.3. Administrative Reviews

- 2.3.1. Great Rivers BH-ASO conducts administrative reviews on an ongoing basis.
- 2.3.2. Great Rivers BH-ASO's reviews will be based on the specific delegation agreement with each contracted provider, and will address compliance with contract requirements for each delegated function including, but not limited to:
 - 2.3.2.1. Contracted providers compliance with data submission requirements established by Great Rivers BH-ASO/HCA for all services funded under the contract.
 - 2.3.2.2. Contracted providers compliance with providing updates to Great Rivers BH-ASO when an individual's funding source changes.
 - 2.3.2.3. Documentation and appropriateness of medical necessity determinations.
 - 2.3.2.4. Individual record reviews to ensure services are appropriately based on diagnosis, the treatment plan is based on the Individual's needs, and progress notes support the use of each service.
 - 2.3.2.5. 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.

- 2.3.2.6. Timeliness of service.
- 2.3.2.7. Cultural, ethnic, linguistic, disability, or age-related needs are addressed.
- 2.3.2.8. Coordination with other service providers.
- 2.3.2.9. Provider adherence to relevant practice guidelines.
- 2.3.2.10. Provider processes for reporting, tracking, and resolving grievances.
- 2.3.2.11. Provider compliance with reporting and managing critical incidents.
- 2.3.2.12. Information security.
- 2.3.2.13. Disaster recovery plans.
- 2.3.3. Great Rivers BH-ASO will conduct and/or plan for an annual fiscal review of each contracted provider receiving Federal Block Grant (FBG) funds through fee-for-service, set rate, performance based, or cost reimbursement Contracts. The annual fiscal review will ensure that:
 - 2.3.3.1. Expenditures are accounted for by revenue source.
 - 2.3.3.2. No expenditures were made for items identified in the Federal Block Grant Section.
 - 2.3.3.3. Expenditures are made only for the purposes stated in the Contract and for services that were actually provided.
- 2.3.4. Great Rivers BH-ASO will collaborate with other BH-ASOs and MCOs to monitor contracts out-of-region on behalf of BH-ASO contracts. Great Rivers BH-ASO will participate in workgroups to define core monitoring elements and tools approved by HCA that can be used across the state to monitor contacts. Great Rivers BH-ASO will establish Memorandums of Understanding (MOUs) as needed to monitor its contracted services out-of-region.

Great Rivers will monitor contractor and contractor’s subcontracts including but not limited to those areas identified in Exhibit P: BH-ASO and Provider Contractor Requirements, attached.

POLICY SIGNATURE

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10/23/2023

Trinidad Medina,
Chief Executive Director

Date

Exhibit P: BH-ASO and Provider Contractor Requirements

Per HCA CONTRACT

9.5 Provider Contractor Requirements

9.5.1 Contractor receiving GFS or FBG funds shall cooperate with the Contractor or HCA-sponsored Quality Improvement (QI) activities.

9.5.2 A means to keep records necessary to adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.

9.5.3 Contractor must provide discharge-planning services, which shall, at a minimum:

9.5.3.1 Coordinate a community-based discharge plan for each Individual served under this Contract beginning at intake. Discharge planning shall apply to all Individuals regardless of length of stay or whether they complete treatment.

9.5.3.2 Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring entity. Contact with the referral agency shall be made within the first week of residential treatment.

9.5.3.3 Establish referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities;

9.5.3.4 Coordinate, as needed, with DBHR/HCA prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the DCYF, and the Economic Services Administration including Community Service Offices (CSOs).

9.5.3.5 Coordinate services to financially-eligible Individuals who are in need of medical services.

9.5.4 Residential treatment providers must ensure that priority admission is given to the populations identified in contract.

9.5.5 Contactor must ensure Information and data sharing to support Care Coordination consistent with Contract.

9.5.6 Contactor must implement a Grievance process that complies with WAC 182-538C-110 and as described in the Grievance System Section of Contract.

9.5.7 Termination of the contract or contractor's 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.

9.5.8 Contractor must have process or facilitate process of how Individuals will be informed of their right to a Grievance or Appeal in the case of:

9.5.8.1 Denial or termination of service related to medical necessity determinations.

9.5.8.2 Failure to act upon a request for services with reasonable promptness.

9.5.9 Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives).

9.5.10 Contractor must provide Individuals access to translated information and interpreter services as described in the Materials and Information Section of this Contract.

9.5.11 Contractor must provide for adherence to established protocols for determining eligibility for services consistent with this Contract.

9.5.12 Contractor must provide for the use of Integrated Co-Occurring Disorder Screening Tool (GAIN-SS found at <https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/gain-ss>). The Contractor shall include training for staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement. A corrective action can result if the process is not implemented and maintained throughout the Contract's period of performance.

9.5.13 Contractor must provide for staff to participate in training when requested by HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.

9.5.14 Contractor must conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in Chapter 43.43 RCW and, Chapter 246-341 WAC.

9.5.15 Contractor must provide for nondiscrimination in employment and Individual services.

9.5.16 Contractor must provide for Protocols for screening for debarment and suspension of certification.

9.5.17 Contractor must identify funding sources consistent with the sanctions section of the contract, FBG reporting requirements and the rules for payer responsibility found in the table "How do providers identify the correct payer" within the Apple Health Mental Health Services Billing Guide.

9.5.18 Contractor must participate in the peer review process when requested by HCA. (42 U.S.C. 300x-53(a) and 45 C.F.R. 96.136). The MHBG and SABG Block Grant requires an annual peer review by individuals with expertise in the field of drug abuse treatment (for SABG) and

individuals with expertise in the field of mental health treatment consisting (for MHBG). At least five percent (5%) of treatment providers will be reviewed.

9.5.19 GRBH-ASO and Contractor 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 alcohol/drug abuse treatment providers for funding.

9.5.20 If the GRBH-ASO or Contractor Subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

9.5.20.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.

9.5.20.2 The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

9.5.20.3 The FBO shall report to the Contractor all referrals made to alternative providers.

9.5.20.4 The FBO shall provide Individuals with a notice of their rights.

9.5.20.5 The FBO provides Individuals with a summary of services that includes any religious activities.

9.5.20.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.

9.5.20.7 No funds may be expended for religious activities.

9.5.21 GRBH-ASO and Contractor shall respond 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).

9.5.21.1 GRBH-ASO and Contractor shall report new commitment data within twenty-four (24) hours. Commitment information under this section does not need to be re-sent if it is already in the possession of HCA. GRBH-ASO and Contractor and HCA shall be immune from liability related to the sharing of commitment information under this section (RCW 71.05.740).

9.5.22 GRBH-ASO and Contractor must ensure Delegated activities are documented and agreed upon between Contractor and Subcontractor. The document must include:

9.5.22.1 Assigned responsibilities.

9.5.22.2 Delegated activities.

9.5.22.3 A mechanism for evaluation.

9.5.22.4 Corrective action policy and procedure.

9.5.23 GRBH-ASO and Contractor must ensure that information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

9.5.24 Contractor agrees to hold harmless GRBH-ASO and HCA and their employees, and all Individuals served under the terms of the Contract in the event of non-payment by GRBH-ASO. The Contractor must further agree to indemnify and hold harmless GRBH-ASO and HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against GRBH-ASO and HCA or its employees through the intentional misconduct, negligence, or omission of the Subcontractor, its agents, officers, employees or contractors.

9.5.25 Contractor must ensure A ninety (90) day termination notice provision.

9.5.26 Contractor must ensure termination with short notice of services provided when employee or subcontractor when employee or subcontractor is excluded from participation in the Medicaid program.

9.5.27 Contractor agrees to comply with the appointment wait time standards of this Contract. The Contractor must provide for regular monitoring of timely access and BH-ASO can begin corrective action if the Contractor fails to comply with the appointment wait time standards.

9.5.28 GRBH-ASO will ensure ongoing monitoring and periodic formal review that is consistent with industry standards. Formal review will be completed no less than once every three (3) years, except as noted below, and must identify deficiencies or areas for improvement and provide for corrective action.

9.5.28.1 GRBH-ASO and Contractor shall conduct a Subcontractor review which shall include at least one (1) onsite visit every two (2) years to each Subcontractor site providing state funded or FBG funded treatment services during the period of performance of the Contract in order to monitor and document compliance with requirements of contract.

9.5.28.2 GRBH-ASO and Contractor shall ensure compliance with data submission requirements established by HCA for all services funded under the Contract.

9.5.28.3 GRBH-ASO and Contractor shall ensure compliance with updates patient funding information when the funding source changes.

9.5.28.4 GRBH-ASO and Contractor shall maintain written or electronic records of all monitoring activities and make them available to HCA upon request.

9.5.28.5 GRBH-ASO shall monitor SUD and Mental Health residential providers.

9.5.29 GRBH-ASO and Contractor 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.

9.5.29.1 GRBH-ASO shall submit a copy of the OMB audit performed by the State Auditor to the HCA Contact identified on page one of the Contract within ninety (90) days of receipt by the Contractor of the completed audit.

9.5.29.1.1 If Contractor is subject to OMB Super Circular audit, the Contractor shall provide a copy of the completed Single Audit to BH-ASO and BH-ASO will begin corrective action for any audit finding, per OMB Super Circular requirements.

9.5.29.1.2 If BH-ASO or Contractor is not subject to OMB Super Circular, the Contractor shall perform sub-recipient monitoring in compliance with federal requirements.

9.5.30 The BH-ASO and Contractor shall document and confirm in writing all single-case agreements with providers. The agreement shall include:

9.5.30.1 The description of the services;

9.5.30.2 The authorization period for the services, including the begin date and the end date for approved services;

9.5.30.3 The rate of reimbursement for the service or reference to the Contractor's fee schedule or other documents that define payment; and

9.5.30.4 Any other specifics of the negotiated rate.

9.5.31 BH-ASO or Contractor must supply documentation to the Subcontractor 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).

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

9.6 Federal Block Grant (FBG) Monitoring

9.6.1 All activities and services performed in accordance with Contract, which are not performed directly by the BH-ASO or Contractor must be subcontracted according to the terms set forth by the Community BHAB-approved MHBG project plan or SABG project plan.

9.6.2 FBG funds may not be used to pay for services provided prior to the execution of contract, 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.

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

9.6.4 BH-ASO and Contractor shall retain, on site, all Subcontracts. Upon request by HCA or BH-ASO, the BH-ASO or Contractor will immediately make available any and all copies, versions, and amendments of Subcontracts.

9.6.5 BH-ASO and Contractor shall submit Certification in writing to BH-ASO or HCA as appropriate, that Contractor or Subcontractor meets all requirements under the Contract and

that the Subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language as appropriate.

9.6.6 BH-ASO and Contractor shall ensure that its Subcontractors receive an independent audit if the Contractor or Subcontractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any state fiscal year. BH-ASO and Contractor shall submit to BH-ASO or HCA as appropriate, the data collection form and reporting package specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) days of audit reports being completed and received. BH-ASO and Contractor shall follow up with any corrective actions for all audit findings in accordance with 2 C.F.R. Part 200, Subpart F. BH-ASO and Contractor shall retain documentation of all monitoring activities; and, upon request by HCA or BH-ASO, shall immediately make all audits and/or monitoring documentation available.

9.6.7 BH-ASO and Contractor shall conduct and/or make arrangements for an annual fiscal review of each Subcontractor receiving FBG funds through fee-for-service, set rate, performance-based or cost reimbursement Subcontracts, and shall provide BH-ASO or HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:

9.6.7.1 Expenditures are accounted for by revenue source.

9.6.7.2 No expenditures were made for items identified in the Payment and Sanctions Section of this Contract.

9.6.7.3 Expenditures are made only for the purposes stated in this Contract, and for services that were actually provided.

9.7 Health Care Provider Subcontracts Delegating Administrative Functions

9.7.1 BH-ASO and Contractor shall ensure all Subcontracts that delegate Administrative Functions under the terms of Contract shall include the following additional provisions:

9.7.1.1 Clear descriptions of any Administrative Functions delegated by the Contractor in the Subcontract.

9.7.1.2 Provisions for revoking delegation or imposing sanctions if the Subcontractor's performance is inadequate.

9.7.2 BH-ASO and Contractor shall submit a list of all current delegated entities, activities delegated, and the number of Individuals assigned or served by the delegated entity annually by March 31.

9.7.3 BH-ASO, Contractor and Subcontractor providing Administrative Functions has established a conflict of interest policy that:

9.7.3.1 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 Subcontract.

9.7.3.2 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.

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