



October 30, 2015

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Department of Social and Health Services
Division of Behavioral Health and Recovery
PO BOX 45330
Olympia, WA 98504-5330
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Re: Behavioral Health Organization Detailed Plan Request

Dear Ms. Thompson,

Optum is pleased to respond to the Behavioral Health Organization Detailed Plan Request, issued by the State of Washington, Department of Social & Health Services (DSHS). Since 2009, Optum has contracted with the State of Washington to serve as the RSN for Pierce County, coordinating mental health care for approximately 209,000 individuals per month.

We appreciate the opportunity to partner with DSHS during the Behavioral Health Integration and welcome this opportunity to demonstrate our compliance with the contractual elements of 2SSB 6312 and federal regulations related to Medicaid managed care contracting.

Optum Pierce RSN fully supports the integration of the Mental Health and Substance Use Disorder systems of care. We welcome the opportunity to support the adults and youth who will be entrusted to our care as of April 1, 2016, and we look forward to empowering them as they work through their addiction challenges.

On behalf of the team who prepared our response and Optum as a whole, thank you for the opportunity to respond to this Detailed Plan Request. We believe that you will find the enclosed proposal responsive to the needs of DSHS and we would be pleased to discuss any questions that you might have regarding our response. Should you have questions, I have provided my contact information below.

Sincerely,

A handwritten signature in black ink that reads 'Bea Dixon'.

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STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)
OPTUM'S RESPONSE TO REQUEST FOR DETAILED PLANS TO
ESTABLISH A BEHAVIORAL HEALTH ORGANIZATION

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I. GENERAL AND OVERALL TRANSITION PLAN

INTRODUCTION:

Optum Pierce Regional Support Network (RSN) for Pierce County. As the RSN, we coordinate mental health care for approximately 209,000 Medicaid covered lives a month through a network of inpatient, outpatient, residential treatment providers, evaluation and treatment centers, a certified crisis stabilization unit and specialized mobile crisis teams covering Pierce County. In collaboration with a broad array of Pierce County stakeholders, we have made major improvements in the local mental health delivery system. We also serve as the Lead Entity of the Health Home program, contracting with 24 provider agencies to serve as Care Coordination Organizations and serving 18,000 beneficiaries in four Health Home areas throughout the State.

Optum Pierce RSN fully supports the integration of the Mental Health and Substance Use Disorder systems of care. We welcome the opportunity to support the adults and youth who will be entrusted to our care as of April 1, 2016, and we look forward to empowering them as they work through their addiction challenges. Because behavioral health disorders are very complex conditions, we will partner with our network providers to ensure that both the capacity and the functional systems are in place to enable us to meet the multiple needs of our current and future consumers. Furthermore, we understand that integration is more than simply providing mental health and substance use services. Integration means that 1) all facets of our work must reflect the values of whole health, collaborative care, as well as the understanding that outcomes will be everyone's responsibility, and 2) we must re-tool our infrastructure, such as our administrative processes, workforce development, policies and procedures, data integration and reporting, as well as the way we conceptualize clinical practices to develop our core integrated capabilities.

A. Advancing our shared vision

1. Becoming a Behavioral Health Organization (BHO) will allow us to more effectively challenge the 'wall' of mental illness/addiction disorders' shame and stigma that often keeps consumers from seeking treatment. We will work with our stakeholders and community leaders to broaden the community's understanding and knowledge so that individuals with those conditions feel comfortable seeking treatment and take advantage of their opportunity to experience hope, compassion and empowerment.

Action: We are preparing communication tools for stakeholders and consumers that convey a broad-based recognition of the fact that 1) those disorders have biological, social and genetic origins, and 2) people are resilient and they can and do recover.

2. Mental health and substance abuse services will, as budget permits, be broadly available across our region and accessible to all population groups to ensure equitable services and supports.

Action: Today Optum Pierce RSN is, in partnership with our provider network, a leader in mental health care delivery. We developed a full array of services that offers individuals with mental health diagnoses a continuum of restorative services. This continuum, however, does not consist solely of contractually mandated services, such as



outpatient, inpatient and residential modalities. Rather, we systematically analyzed the gaps in our system of care and created a number of innovative programs using Community Reinvestment Funds to broaden the array of the recovery-oriented community-based services available to our consumers. Just a few examples include: the *Peer Bridger program* that connects individuals discharging from an inpatient setting with community-based resources; the *Community Re-Entry program* that supports the reintegration into the community of individuals who had 5 or more arrests in the past year; *Peers in Emergency Rooms* rely on their engagement skills to divert people from unnecessary psychiatric hospitalizations; and the *Felony Mental Health Court* that diverts people from incarceration. We are committed to adopt a similar approach when designing a care continuum for individuals with substance use or co-occurring disorders. We will offer the mandated services (outpatient, residential, detoxification, opioid treatment) to youth and adults who use, abuse or are dependent on addictive substances, AND, over time, we will also look for opportunities to creatively fill existing gaps in the service array.

3. There will be no “wrong” door. Consumers will have access to the components of integrated care whether they enter through the Mental Health or Chemical Dependency door.

Action: We are actively working with the leadership and staff of County government, with safety net, mental health, substance abuse and primary care providers, and with consumers to design and implement a seamless system of care. We have formal communication processes with the Pierce County executive office, with consumer groups and advisory bodies during which we explore ways in which we can form a unified system that will fully support our consumers. We are exploring a common language and working to build a shared understanding of integrated behavioral-health-capable services. Provider workgroups have been formed to explore topics such as: the use of common routine screening methods and restorative tools; the care coordination function that requires information sharing across providers; and the reliance on joint outcome measures.

4. A Recovery and Resiliency focus across the entire delivery system will be critical for achieving good outcomes. We are committed to supporting every individual receiving services through our network in achieving the four dimensions of recovery, namely:

1. Health: Being able to make informed, healthy choices that support physical and emotional wellbeing
2. Home: Having a stable and safe place to live
3. Purpose: Engaging in meaningful daily activities, such as a job or school, volunteering caring for one’s family or being creative. Working for independence, income and resources to participate in society.
4. Community: Building relationships and social networks that provide support.

Action: All our communication materials will convey the philosophy and spirit of recovery and resiliency. Furthermore, Optum staff recently went through an advanced level of training on recovery principles. It strengthened our ability to communicate these principles

throughout our network. Finally, peer services and recognition of their value will be critical. In our RSN network, we currently have 200 peers employed. Our plan is to fold peer services into the BHO network as soon as the State authorizes this modality for the SUD system.

5. Overall health and wellness is embraced as a shared community responsibility.

Action: We want to maximize consumers' social relationships and their access to social determinants of health (housing, employment, education) as well as their access to healthcare services. We also want to ensure parity across our system. When building our system of care, we will be mindful of system barriers that continue to be entrenched and will require effort to overcome, such as:

- The silos of care that separate medical, long-term care and social supports;
- Process barriers, like poor communication among providers, lack of flexibility in scheduling appointments, feeling rushed in provider visits;
- Barriers to active self-management, like depression, financial difficulties, poor communication with physician/clinician, pain, lack of family support;
- Environmental barriers, like lack of transportation to appointments, lack of disabled parking spaces, etc.

6. A “whole health” approach is needed to assist our consumers in reaching the wellness outcomes they desire.

Action: We are accelerating the systems integration needed to enhance the health outcomes of underserved populations. In our mental health system, a mobile van travels to different mental health centers to provide primary care support to individuals with disabling mental conditions. We expect our providers to document interventions that ensure that every person has an ongoing relationship with a personal physician and that care is coordinated or integrated across all elements of the healthcare system. We will have the same expectations from our SUD providers.

B. We are retooling our organization's broader infrastructure, including our administrative processes, workforce development and service practices, in order to become a BHO.

1. Retooling our contracting and credentialing processes

Optum Pierce BHO will ensure that when contracting with future SUD providers all provisions mentioned in RCW 43.20A.894 will be met. We do not plan to contract with individual practitioners, only with agencies that are licensed or certified by the State of WA Optum.

Pierce BHO will contract with SUD providers who:

- Agree that meeting enrollees' behavioral health care needs will be a shared responsibility of contracted service providers in the BHO network;
- Have demonstrated commitment and experience in serving low income populations;

- Have demonstrated commitment and experience serving persons with chemical dependency or co-occurring disorders;
- Have demonstrated commitment to, and experience with partnerships with county and municipal criminal justice systems, housing services and other critical support services necessary to achieve the outcomes established in RCW 43.20A.895, 70.320.020, and 71.36.025.

Like our current mental health providers, new SUD providers will complete an application form that will prompt for the above commitments as well as gather routine information on licensure/certification status, accreditation, Medicaid ID information, general professional liability and legal status. They will be requested to submit a list of their staff (positions and credentials), their quality management plan, their agency complaint and grievance procedure, their critical incident notification form, their MIS disaster plan, their ADA facilities plan and compliance review, and policies regarding payment. We will examine their service location and the profile of services. To make sure that any agency we choose provides a safe environment with high-quality treatment we will include a malpractice questionnaire in the application packet.

Although the State of WA credentials and re-credentials agencies, we will monitor all our contracted providers for ongoing compliance with the said credentialing terms. An agency will be denied participation in our network if that provider cannot meet the requirements of our credentialing standards or the requirements stipulated in our contract.

As a BHO, we will continue to conduct extensive annual onsite assessments with administrative, clinical, data validation, financial, federal block grant, personnel, client rights, practice guidelines, performance measures and ADA components of the review. We will continue to follow all applicable requirements of the Prepaid Inpatient Health Plan (PIHP) and State Mental Health (SMH) agreements with the Department of Social and Health Services (DSHS). Our policy on credentialing and re-credentialing has always fully complied with the applicable requirements of the Washington State Department of Social and Health Services (DSHS) current Prepaid Inpatient Health Plan (PIHP) as well as regulatory requirements as outlined in: *WAC 388-865-0229(2)(c), 388-865-0235(5), 388-865-0265(2), 388-865-0265(3), 388.865.0284, 388.877, 388-76, 388-79, 388-78A, 246-325, 388-865-0150, 388-865-0260, 388-865-0405; RCW 48.43, 18.57, 18.71, 18.83, 18.79, 43.43.830, 70.02, 71.05, 71.24, 71.34; 42 CFR 438, 42 CFR § 438.214, 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act), Title XIX Contract and Federal Waiver, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act or any successors.*

For more detailed information about our credentialing and contracting processes, see Plans III and IV

2. Retooling our quality management and performance improvement processes

Optum Pierce RSN currently has a robust quality management and performance improvement program that can easily be adapted to support the future functions of integrated care. The program complies with the requirements listed in *WAC 388-865-0280* and with our current PIHP and State Contracts with DSHS. Our QM leadership is fully informed of the Washington State Quality Management Strategy and complies with the set standards.

Both the *Quality Assurance/Performance Improvement Program Description* and *Work Plan* will continue to serve as key guiding documents. However, when we become a BHO, they will include a description of our integration objectives, quality and safety of clinical care of integrated services to be achieved, time frames, planned monitoring and planned evaluation of the program itself.

Participation of both MH and SUD providers in the systematic formulation of integrated care services will be critical to ensure quality throughout our expanded network. Therefore:

- We expect all our providers to be active members of the Optum BHO Quality Assurance and Performance Committee (QA/PI). The QA/PI Committee will be responsible for oversight of the quality improvement processes. It will approve all annual core documents to determine the overall effectiveness of the integrated system of care;
- In collaboration with the MH and SUD providers, we will create an annual *Work Plan* that outlines specific key metrics and activities, focusing on prioritized aspects of clinical integrated care and services;
- Standards and metrics regarding the quality of services (including higher use of evidence-based, research-based, and promising practices) will be clearly stipulated in the contracts with the providers in the Optum network. These measures will be aligned with the critical outcomes that will be identified in our future BHO contract with the State.
- Providers will be required to create, maintain and annually update their own Quality Assurance/Management Plan, one that complies with WAC 388-865-0280-0284 and reflects the integration dimensions listed in the Optum BHO QA/PI work plan.

For more information on our Quality Management, processes see Plan VIII.

3. Retooling our accountability processes:

The Optum Pierce BHO will assume full managerial and clinical accountability, ensuring the optimal functioning of an integrated system of care. We will collect, analyze and display information regarding:

- The capacity to manage all resources and services, including financial and cost information and compliance with statutes, regulations and agreements;
- Performance indicators of an integrated care system;
- Quality and intensity of services provided throughout the network, including data on the use of evidence based practices and practice guidelines that support integration;
- Incorporation of feedback from consumers, family members, allied service systems, community providers, Ombuds and quality review teams.

Targeted improvement activities will include:

- Performance measures that are objective, measurable, and based on current knowledge/best practice including those defined by DSHS in the agreement with the BHO;
- As is required in WAC 388-865-0280, an analysis of consumer care covering a representative sample of at least ten percent (10%) of consumers or five hundred (500) consumers, whichever is smaller;
- Efficient use of human resources; and,

- Efficient business practices.

For more information on accountability, processes see Plans VI, VII, VIII and X.

4. Retooling our network capacity

Optum Pierce BHO is committed to continuing our successful efforts to establish and maintain a network of providers that will meet the needs of consumers and families. We are in the process of defining that network, taking into consideration a wide number of variables, such as:

- A sufficient numbers of providers to serve the anticipated numbers of enrollees,
- The right mix of providers, taking into consideration:
 - Age groups
 - Geographical distribution (based on geo-mapping results)
 - Specialty population (i.e. diverse cultural backgrounds, DOC offenders, drug court services)
 - Priority populations (pregnant women, parenting persons, IV drug users)
 - Various levels of care needed to support individuals (outpatient, detox, residential)
 - Specialty services (i.e. Medication Assisted Treatment, Opioid Substitution Treatment)

Providers in our network will have written agreements that ensure the provisions of adequate access to all services covered under our DSHS contract. They will be contractually obligated to maintain an agreed-upon service capacity and, at a minimum, maintain the ability to adjust the number and mix of professionals to meet access standards.

Our Provider Relations Unit will have primary responsibility for ensuring the maintenance of a network of behavioral health providers that is capable of providing care in compliance with all state and federal regulations and the Washington State Prepaid Inpatient Health Plan (PIHP) and State contracts. They will project future needs and identify any network deficiencies or gaps that could result in disparity of services and reduction in access to services.

Optum Pierce BHO will monitor contracting behavioral health providers' application of Eligibility, Access to Care and Access to Medically Necessary Services based on standards established by DSHS. This process will meet the applicable requirements of the Washington State Department of Social and Health Services (DSHS), current Prepaid Inpatient Health Plan (PIHP) contract as well as regulatory requirements outlined in: *WAC 388-865; RCW 70.02, 71.05, 71.24, 71.34; 4; 2 CFR §438, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act or any successors.*

Our contractual language with providers clearly defines medical necessity as being those requested services that are reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening conditions in the person. It also states that the person must be determined to have a behavioral health condition covered by the State.

Optum BHO will ensure that all behavioral health providers have a clear understanding of the Access to Care standards. Policies will describe eligibility requirements for authorization of services. They will list the criteria an individual must meet before being considered for a level of

care assignment as well as the period of authorization. They also will describe the functional impairment, covered diagnosis, supports and environment as well as minimal modalities to be provided.

Statements of Work will define the services to be provided by the agency. Each statement of work will have specified contract terms showing population services, service requirements, goals and objectives, deliverables, contract start/end dates, and payments. Changes to the Statement of Work continue to require a written Amendment signed and dated by both parties.

For more details on network development and delivery, see Plan IV.

5. Retooling our service practices

Our ultimate goal is to create a network that provides fully integrated services. In this context:

- MH and CD resources would be truly shared and allocated across the entire network
- MH and CD providers would be equally involved in the approach to individual care
- Providers would personally communicate on a regular basis to address specific client treatment/support issues
- Consumer information would be equally accessible and used by all providers to inform care;
- There would be only 1 treatment plan for each consumer and everyone would have access to that document
- Consumers would be supported by one team.

Because Washington Administrative Codes do not currently support the above practices, our new BHO network anticipates having to grow its effectiveness through continuous quality improvement. Therefore, we project that our integration capabilities will be modest initially. Nevertheless, there are a number of actions we can take to get us closer to our stated goal of integration. For example:

- Our Optum office and all the providers in our network will operate under a written vision, mission and goal statement that communicates to all staff and stakeholders the goal of becoming an integrated behavioral health system;
- Agency/Office environments will create a welcoming atmosphere and communicate that mental health and substance use issues are routinely supported within the setting;
- The program will welcome individuals with mental and substance use conditions without discrimination, in all admission areas and waiting areas;
- Providers will have ‘no wrong door’ access policies and procedures that emphasize welcoming and engaging all individuals and families with behavioral health needs from the moment of initial contact;
- Providers will have functional policies for facilitating routine (non-emergent) access to behavioral health assessments and interventions for all individuals who need “same-day” care;
- Providers will use evidence-based screening processes to direct a person to the needed supports;
- Care plans will list all the relevant behavioral health issues in the plan;



- For each behavioral health issue, clinical staff will identify an individualized intervention, ensuring coordination and collaboration with other providers when indicated;
- Individuals will be supported by peer specialists, as indicated.

Additionally, because substance use disorders are complex conditions, we will ensure that care coordination is viewed as a critical component in achieving the desired wellness outcomes. Providers will implement policies and procedures for documentation of care coordination and collaborative service planning for clients with behavioral health issues who receive services from different providers. They will also be required to schedule care coordination meetings that address the needs of individuals with complex issues who use significant levels of service in multiple settings.

Furthermore, self-care will be at the center of our clinical services. We are exploring the use of tools that promote and measure client engagement. The end goal ultimately is to support a person in taking “ownership” of his/her change plan.

As a BHO, we support the cultural shift envisioned by the State, namely moving away from focusing exclusively on individual person outcomes to population-based care. For example, we are considering examining supports that can be provided to individuals with depression and to frequent utilizers of services. We are awaiting further directions from the State, anticipating that population-based care initiatives will eventually tie in directly to our future quality improvement efforts.

For more detailed information on service practices, see Plans II and III.

6. Retooling our workforce

We are currently developing a plan of integrated competency development for our Optum and provider staff. Trainings will be provided in 2016 on various topics, including:

- Cross training of MH and SUD staff
- Practice of ‘Whole Health’ Care
- Practice of person-centered care
- Practice of care coordination
- Privacy rules
- Medication Assisted Treatment
- Grievance process
- Trainings specific to Optum staff, such as levels of care and authorizations
- Avatar training
- And more

For more detailed information on workforce development, see Plan V.

7. Retooling our data reporting capabilities

The State identified a set of data elements that are required for collection from the BHO. We are familiarizing ourselves with data element definitions and with the new reporting structures. We

have a plan with timelines to fold the required data elements into our existing network software (Avatar), to make the software available to the SUD providers, and to train providers on how to use it.

For more detailed information on data reporting, see Plan XIII.

C. We are looking beyond 2016, already envisioning full integration with primary care.

Optum Pierce BHO is committed to promoting access to good health care to all children, youth and adults in our network. We have already laid the foundations that will enable us to reach this goal:

- Memorandum of Understanding (MOU): Optum Pierce RSN/BHO established signed *MOUs* with allied partners, including MCOs/health plans, as necessary to ensure continuity of care for those individuals funded by the RSN/BHO. *MOUs* detail the respective roles and accountabilities of Optum Pierce RSN/BHO and the allied partners in coordination of care and preferred methods of communication. *MOUs* are edited over time to accommodate new technologies and more efficient methods of communication;
- Optum Pierce RSN/BHO has a partnership with Multicare Hospital System supporting a Mobile Integrated Healthcare Clinic that supports the medical needs of the disabled population in its network. The van travels to each mental health agency in the Pierce RSN. The staff provide physical and behavioral health care services to individuals with significant behavioral challenges who do not have a primary care provider;
- We are in conversations with the MCOs that are operating in our State, learning about their network of providers, discovering what support services they are offering to their enrollees, and dialoging about ways in which we can collaborate around the care of individuals.

Our experience as a Lead Entity for the Health Home program brought to the forefront the importance of helping people bridge the gap between their needs and the health system's fragmented mix of multiple sectors and providers. This fragmentation is at the root of poor communication patterns, such as lack of information at the time of a doctor visit, lack of understanding of doctor's instructions, lack of understanding of the purpose of newly prescribed medications. Fragmentation also results in poly-pharmacy issues, conflicting advice, duplication of services, excess utilization of acute services (particularly of emergency rooms), etc.

We learned that care coordination can help bridge this gap and relying on the service model of the Health Home program, we developed an infrastructure within our RSN operations that serves as a foundation for future integration work. Below is a list of methods that are currently used at our RSN level to facilitate and improve coordination among behavioral health care, primary care (PCPs) and specialty providers. All contracted agencies in the Optum Pierce BHO network will be required to follow policies and procedures that incorporate these methods. They are:

- Signed Releases of Information: Providers attempt to obtain a signed *Authorization for Release of Information* (ROI) as soon as it is clinically appropriate during the intake evaluation process or as early as possible in the treatment episode to allow communication with PCPs and other health care providers;

- Referral for Care: If the individual and/or network provider identifies needs for additional services and supports for health care, the provider makes appropriate referrals and provides assistance in access and linkage;
- Referral to PCPs: Providers make referrals to PCPs when an individual is in need of medical care. This process includes assistance in locating a PCP for individuals who do not currently have one. They assist individuals in scheduling appointments as necessary;
- Sharing of Information during ongoing treatment: communication with PCPs occur at intake and on an ongoing basis as indicated;
- Providing Consultation: Providers offer consultation on enrolled individuals when requested to PCPs and documents these activities in the clinical record. Such consultation occurs only with the individual's consent unless allowed by HIPAA or RCW 71.05.390 and RCW 71.05.630;
- Outreach During Significant Events: Providers attempt outreach to PCPs (which may include phone contact) when clinically indicated, and, with appropriate signed releases, during critical events that may occur with the shared enrollee;
- Primary Care Physician Contact for Children and Youth: Optum providers contact the individual's PCP for children and adolescents through age 12 when clinically indicated and when consent is provided by the parents or legal guardians or by the individuals over age 13;
- Optum Pierce providers are responsible for obtaining signed Releases of Information to determine if an EPSDT screening has been completed by the individual's PCP, documenting their request for the results of the primary care provider's screening, and reviewing the findings, especially those that indicate the need for mental health or chemical dependency services.
- Appointment for Physical Exam: If an individual has not had a physical exam by a PCP in the past year, providers recommend that the individual make an appointment with a PCP and document in the clinical record that the recommendation was made.

Optum Pierce RSN/BHO does and will monitor care coordination through on-site reviews to ensure that documentation of care coordination activities is evident in individuals' clinical records and that communication occurs within the scope of the release of information provided by the individual.

For more information on Coordination with Primary Care Systems and MCOs, see Plans II, IV, VIII.

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate to the general and overall planning for the transition from RSN to BHO.

Line item	Authority	Description	Responses to be addressed
3	RCW 43.20A.894	Behavioral health organizations - contracting process. From Response to	Address each requirement of these provisions. Specifically, describe how you will use provider reimbursement methods that incentivize improved performance with contractually required client

Line item	Authority	Description	Responses to be addressed
		<p>Questions: The reference to Apple Health coordination is referring to an expectation that you include in your provider contracts incentives for clients outcomes that are shared between the BHO and the MCOs who provide health services.</p>	<p>outcomes, integration of behavioral and primary care services at the clinical level, and improved care coordination for individuals with complex care needs (address Apple Health coordination).</p>

Optum Pierce RSN ensures that all provisions pertaining to the contracting process listed in RCW 43.20A.894 are met. As a BHO, we will apply the same principles and methods to guarantee adherence to the stipulated requirements. Our current contracting process consists of the following actions, all of which will be applied when contracting with future SUD providers:

1. Provider application:

- New providers must complete an application form that prompts for information on licensure/certification status, accreditation, Medicaid ID information, general professional liability, and legal status;
- They are requested to submit a list of their staff (positions and credentials), their quality management plan, their agency complaint and grievance procedure, their critical incident notification form, their MIS quality control and disaster plan, their ADA facilities plan and compliance review, and policies regarding payment;
- We examine their service location and the profile of services;
- To make sure that any provider with whom we contract provides a safe environment with high-quality treatment, we include a malpractice questionnaire in the application packet;
- Application for inclusion in our network is not considered until all the information listed above has been received in full;
- Optum Pierce RSN/BHO contracts with providers who:
 - Have demonstrated commitment and experience in serving low income populations;
 - Have demonstrated commitment and experience serving persons who have mental illness, chemical dependency, or co-occurring disorders;
 - Have demonstrated commitment to and experience with partnerships with county and municipal criminal justice systems, housing services, and other critical support services necessary to achieve the outcomes established in RCW 43.20A.895, 70.320.020, and 71.36.025;
 - Recognize that meeting enrollees' physical and behavioral health care needs is a shared responsibility of contracted service providers;



- We are giving consideration to past and current performance, as well as participation in other state or federal behavioral health programs, in the evaluation of applicants to our provider network.
- Contracted providers also must have the ability to meet requirements established by DBHR - Department of Behavioral Health and Recovery.

2. Credentialing and re-credentialing:

- We do not contract, nor do we plan to contract, with individual practitioners. We contract with agencies that are licensed or certified by the State of WA;
- Although the State of WA credentials and re-credentials the agencies, we monitor them for ongoing compliance with credentialing terms. We do so initially when a provider joins the network, then annually during the clinical and administrative on-site reviews. We collect documents such as licenses, certificates, copies of reviews from other organizations, Board of Director minutes, proof of insurance, policies and procedures, and quality management plans. As the BHO, we will continue to conduct extensive on-site assessments with administrative, clinical, data validation, financial, federal block grant, personnel, client rights, practice guidelines, performance measures and ADA components of the review. Providers are asked to submit an updated Practitioner Report that lists the credentials, license and practice specialties of their clinical staff;
- Future SUD providers in our network will be held to the same credentialing review process, adhering also to the requirements currently stipulated in WAC 388-877B;
- We retain copies of certification and licenses of contractor and subcontractor providers in our credentialing and re-credentialing files;
- We follow all applicable requirements of the Prepaid Inpatient Health Plan (PIHP) and State Mental Health (SMH) agreements with DSHS. Our policy on credentialing and re-credentialing meets the applicable requirements of the Washington State Department of Social and Health Services (DSHS) current Prepaid Inpatient Health Plan (PIHP) as well as regulatory requirements as outlined in: *WAC 388-865-0229(2)(c), 388-865-0235(5), 388-865-0265(2), 388-865-0265(3), 388.865.0284, 388.877, 388-76, 388-79, 388-78A, 246-325, 388-865-0150, 388-865-0260, 388-865-0405; RCW 48.43, 18.57, 18.71, 18.83, 18.79, 43.43.830, 70.02, 71.05, 71.24, 71.34; 42 CFR 438, 42 CFR § 438.214, 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act), Title XIX Contract and Federal Waiver, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act or any successors;*
- An agency will be denied participation in our network if that provider cannot meet the requirements in our credentialing/credentialing standards or the requirements stipulated in our DSHS contracts.
- Optum Pierce BHO provider contracts will require providers to notify the BHO immediately if the provider's DSHS/ DBHR Behavioral Health Agency (BHA) license, DSHS DBHR mental health and/or substance use disorder (SUD) / chemical dependency certification(s), and/or applicable DOH licenses are suspended, terminated and/or other licensing conditions or actions are taken against the provider. Currently, Optum Pierce RSN has similar language in its contracted mental health provider contracts.

3. Provision (b): Quality Standards - quality management and performance improvement

The Terms and Conditions in our service provider contract requires that providers in our network will not only maintain internal policies and procedures that emphasize Quality Assurance with measurable outcomes but also that they will participate, as requested by Optum RSN/BHO, in system development, implementation and on-going process of quality improvement, program monitoring and utilization reviews. Providers are requested to participate in Optum RSN/BHO Quality Assurance and Performance Committee (QA/PI) that meets monthly and in quarterly subcommittee meetings as appropriate.

Current and future providers must maintain and update their Quality Assurance/Management Plan annually in compliance with WAC 388-865-0280 and 0284. They must submit the plan to Optum RSN/BHO within 30 calendar days of signing their contract. Their plan must meet the requirements of the RSN/BHO and DSHS. The contract also requires that providers will cooperate with quality review activities and provide access to their facilities, personnel and records. They are required to provide unencumbered access to the Quality Review Team (QRT) and other quality review activities as needed, in compliance with WAC 388-865-0282. Providers must cooperate with announced or unannounced quality/administrative review activities by DSHS, Office of the State Auditor, the US Department of Health & Human Services (DHHS), Centers for Medicare and Medicaid Services (CMS) and/or the Comptroller General.

In order to perform quality improvement activities, Optum Pierce RSN/BHO clarifies in the contract with providers that Optum staff will have access to information and records, including billing and reimbursement claims, within seven (7) calendar days from the date the request is made, except that in the case of an audit by Optum RSN/BHO such access will be given at the time of the audit.

The RSN/BHO Quality Management and Performance Improvement functions meet the applicable requirements of the Washington State Department of Social and Health Services (DSHS) as well as regulatory requirements as outlined in: current DSHS Prepaid Inpatient Health Plan (PIHP) Contract between the State of Washington and Optum Pierce RSN; *RCW 70.02, 71.05, 71.24, and 71.3442; 240 CFR, 42 CFR 438, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act* or any successors.

Our QA/PI Committee consists of a number of community stakeholders, including contracted providers. Together they create an annual *Work Plan* that outlines specific key metrics and activities that focus on prioritized aspects of clinical care and service. Standards and metrics regarding the quality of services (including higher use of evidence-based, research-based, and promising practices) are clearly stipulated in the contracts with the providers in the Optum network. The *QA/PI Program Description and Work Plan* complies with the requirements listed in *WAC 388-865-0280* and in the current PIHP Contract, including but not limited to collaboration with DSHS on the Washington State Quality Management Strategy, development of assessment tools, and compliance with set standards.

Our *Quality Assurance/Performance Improvement (QA/PI) Program Description and Work Plan* serve as the key guiding documents for the QA/PI Program that address both Title XIX and state-funded programs. The QA/PI Committee is responsible for oversight of the quality improvement processes and approves all annual core documents to determine the overall effectiveness of the regional system of care.

The *QA/PI Program Description and Work Plan* include the following:

- Yearly objectives, program scope, and yearly planned projects or activities;
- Quality and safety of clinical care and quality of service to be achieved;
- The time frame within which each activity is to be achieved;
- Quality monitoring methods to be employed for each activity;
- The person responsible for each activity;
- Planned monitoring of previously identified issues, including tracking of data; and
- Planned evaluation of the QA/PI program.

All providers in our network are and will be included in the formulation of the plan and will be kept involved in the achievement of key metrics and activities related to the provision of quality services.

4. Provision (c): Accountability

Optum Pierce RSN has adopted procedures to ensure that Quality Management activities are effectively and efficiently carried out with clear management and clinical accountability, including methods to:

- Collect, analyze and display information regarding:
- The capacity to manage resources and services, including financial and cost information and compliance with statutes, regulations and agreements;
- System performance indicators;
- Quality and intensity of services including data on the use of evidence based practices and practice guidelines; and
- Incorporation of feedback from consumers, allied service systems, community providers, Ombuds and quality review teams.

Targeted improvement activities include:

- Performance measures that are objective, measurable, and based on current knowledge/best practice including at least those defined by DSHS in the agreement with the RSN;
- As is required in WAC 388-865-0280, an analysis of consumer care covering a representative sample of at least ten percent (10%) of consumers or five hundred (500) consumers, whichever is smaller;
- Efficient use of human resources; and,
- Efficient business practices.

Providers are informed at the time of contracting of the role they will play in achieving results and participating in improvement activities.

5. Provision (d): Network of appropriate providers to provide adequate services

Optum Pierce RSN/BHO is committed to establish and maintain a network of providers that will meet the needs of consumers and families.

Optum Pierce RSN/BHO has developed and will maintain a network of contracted mental health care and chemical dependency providers that are sufficient in number, mix, and geographical distribution with a wide range of specialties and levels of care to meet the needs of individuals

and families enrolled in behavioral health services and the anticipated number of enrollees in its service area.

Optum Pierce RSN/BHO's Provider Relations Unit has primary responsibility for developing, managing, and monitoring the adequacy of the provider network, and will work continuously to maintain a network of behavioral health providers capable of providing care in compliance with all state and federal statutes and regulations, and the current PIHP contract and current DSHS State contracts, including disparity of services/ access and the existence of possible wait lists.

Optum Pierce RSN/BHO will maintain a network of behavioral health care providers supported by written agreements, which provide adequate access to all services covered under the contract. Optum Pierce RSN/BHO Provider Relations' personnel does and will continue to monitor the status of the network, projecting future needs and identifying any network deficiencies or gaps and providing requested reports to the DBHR office in a timely fashion.

Providers are contractually obligated to maintain service capacity, at a minimum to maintain the ability to adjust the number and mix of professionals to meet access standards. The contracted provider must notify Optum RSN/BHO of any changes in capacity that result in not being able to meet any of the access standards described in their contract. Events that could affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the provider being unable to provide timely, medically necessary services. If any of the events described does occur, the contractor must submit a plan to Optum RSN/BHO that includes at least:

- Notification to Ombuds services;
- Crisis services plan;
- Client/consumer notification plan;
- Plan for provision of uninterrupted services;
- Any information released to the media.

6. Provision (e): Medically necessary services available to clients

Optum Pierce RSN/BHO will apply and monitor contracting behavioral health providers' application of Eligibility, Access to Care and Access to Medically Necessary Services, following standards established by DSHS. Our process meets the applicable requirements of the Washington State Department of Social and Health Services, current DSHS PIHP contract, as well as regulatory requirements as outlined in: *WAC 388-865; RCW 70.02, 71.05, 71.24, 71.34; 4; 2 CFR §438, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act* or any successors.

Optum Pierce RSN/BHO provider contracts clearly define "medical necessity" as being those requested services that are reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening conditions in the person. Our provider contracts clearly state that the person must be determined to have a behavioral health condition covered by the State.

Optum RSN/BHO ensures that all behavioral health providers have a clear understanding of the Access to Care standards. New contracted providers will be trained in the Access to Care Standards as part of the new provider orientation that Optum Pierce BHO will provide. Optum Pierce RSN/BHO policies describe eligibility requirements for authorization of services for all ages. They list the criteria an individual must meet before being considered for a level of care

assignment and the goal & period of authorization. These policies describe the functional impairment, covered diagnosis, supports and environment as well as minimal modalities to be provided.

Furthermore, our contractual Statements of Work define the services that will be provided by the provider. Each Statement of Work has a specified contract term, showing population services, service requirements, goals and objectives, deliverables, contract start/end dates, and payments. Changes to the Statement of Work must be made by a written Amendment signed and dated by both parties.

7. Provision (f): Reimbursement methods that incentivize improved performance

For mental health services, Optum Pierce RSN has implemented Pay for Performance (P4P) measures in provider contracts to improve the quality of care. These measures incentivize providers to meet outlined goals by providing an additional financial incentive for meeting the goal. Optum defines the goal by reviewing its data and then uses a measure from the “Statistical Benchmarks for Process Measures of Quality of Care for Mental and Substance Use Disorders” to set the specific goal eligible for a financial incentive.

The State has identified client outcomes to include: “Improved health status; increased participation in employment and education; reduced involvement with the criminal justice system; enhanced safety and access to treatment for forensic patients; reduction in avoidable utilization of and costs associated with hospital, emergency room, and crisis services; increased housing stability; improved quality of life, including measures of recovery and resilience; and decreased population level disparities in access to treatment and treatment outcomes.” As a BHO, Optum will align its incentive programs with the State’s Improvement strategy for the behavioral health system.

To promote integration of behavioral health and primary care, Optum Pierce RSN has partnered (and contracted) with Multicare Health System to provide a Mobile Integrated Health Clinic (MIHC) on wheels. The MIHC provides primary care to individuals on Medicaid who are not receiving primary care. The MIHC van makes scheduled rounds to Optum Pierce RSN contracted provider Community Mental Health Agency (CMHA) sites to make primary care services accessible to mental health consumers.

Optum Pierce RSN provided a reimbursement incentive to our CMHAs to collect the medical condition (AXIS III) on all of its mental health consumers and to link them to MIHC services if the consumer did not have a primary care provider.

Optum Pierce intends to continue the MIHC program as a BHO, expanding to include sites where SUD services are provided.

We also will consider implementing a Pay for Performance (P4P) measure or measures regarding integration of primary care and behavioral health services at a future date when baseline data has been established for the BHO network.

To promote improved care coordination for individuals with complex care needs through integration of behavioral health and primary care, Optum is working on identification of possible performance data that can be captured and measured. A P4P measure or measures may be developed and implemented at a later date.

8. Provision (g): Standards related to financial integrity

Optum Pierce closely reviews our contracted provider's revenue and expense (R&E) reports, which are submitted to us before we submit and certify Optum's R&E Report to DSHS.

When contracted providers submit an annual independent financial audit and other financial reports to Optum Pierce RSN, we closely review these documents. We ask the contracted provider questions as appropriate.

Optum Pierce RSN/BHO conducts periodic reviews of its contracted providers. These reviews include an annual fiscal monitoring review to ensure that contracted providers spend, document and report reimbursements received from Optum appropriately (such as per applicable federal and state laws and regulations, DSHS contract requirements, Optum contract requirements and Optum policies and procedures). These on-site annual fiscal reviews include a review of the contracted providers accounting and financial statements, ledgers, invoices, receipts and other documents as appropriate, policies and procedures, manuals, processes, and interviews with appropriate staff.

Optum's contracts clearly articulate Optum's right to review a contracted provider's financial and related records as appropriate to the situation. Our provider contracts allow us to terminate a provider's contract under a number of circumstances, such as fraud or abuse.

9. Provision (h): Mechanisms for monitoring performance under the contract:

Optum Pierce RSN/BHO does and will collect and measure, at a minimum the following:

- Access to care
- Regional performance measures
- Service authorizations
- Utilization management data
- Inpatient re-admissions
- Consumer satisfaction
- Grievances, appeals and fair hearings
- Critical incidents
- Practice guidelines
- Patient safety measures
- Core document completion

This extensive array of data enables us to detect both over- and under-utilization trends as well as problematic areas in service delivery. We have instituted criteria/thresholds for optimal performance, which are shared with the provider at contracting time. Optum staff routinely processes the data to analyze trends. For example, utilization reports are generated and monitored on a daily, monthly, quarterly and annual basis to detect trends toward under-utilization, over-utilization or inappropriate utilization of services.

Based on review of trends the Optum Pierce RSN/BHO QA/PI Committee may request further investigation, based on continuous quality improvement methods.

Optum staff meets individually with contracted providers on a monthly basis. These month-end meetings allow for a timely sharing successes and opportunities for growth in their system of care.

As mentioned above, Optum Pierce RSN/BHO provider contracts require providers to cooperate with Quality Review Activities and to provide access to their facilities, personnel and records.

Furthermore, the contract with each provider highlights that Optum Pierce RSN/BHO reserves the right to revoke a contract, impose corrective action and/or take other remedial actions against a provider for non-compliance with the Contract, such as the Terms and Conditions and/or Statement of Work, including but not limited to the provider's failure to submit reports by the due date to Optum RSN/BHO in the medium, format and a level of quality required, or the provider's failure to give Optum the required advance written notification of a change in service capacity, including a decrease in service capacity.

Depending upon the contract compliance concern, corrective action, progressive sanctions and/or remedial action may include, but are not limited to one or more of the following:

- The provider will immediately remedy the non-compliance and demonstrate compliance to the satisfaction of Optum RSN/BHO
- The Provider will develop a written corrective action plan that must be submitted within fourteen (14) calendar days to Optum for approval. (For any financial audit findings, the provider shall also submit a copy of any Management Letter within thirty (30) calendar days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received).
- Withholding up to five (5) percent (%) of the next total monthly contract payment related to a Statement of Work, or the entire provider contract, and each total monthly payment thereafter until the corrective action has achieved resolution. Optum RSN/BHO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
- Termination of the provider's statement of Work where there are contract compliance problems, and/or the entire contract.

Our provider contract also allows for a contractual relationship between Optum and a provider to be terminated by mutual agreement, for convenience, or in the event of a material breach. Optum RSN/BHO may also immediately terminate a contract if it determines, in its sole discretion, that the health, safety and or welfare of consumers may be jeopardized by the continuation of this contract. In addition to its termination rights, Optum RSN/BHO also has the right to revoke any functions or activities delegated to the provider or impose other sanctions if in its sole judgment the RSN determines that the provider's performance is inadequate.

10. Provision (i): Mechanisms to maintain the decision-making independence of designated mental health and chemical dependency professionals

Optum Pierce RSN/BHO does and will have a role in the designation process of DMHPs/DCDSs. We ensure that individuals qualify as Mental Health Professionals (DMHPS), per *WAC 388-865-0150*, or as designated chemical dependency specialist, per *WAC 388-810-030*, that they have the skills necessary to perform the evaluation and decision-making processes associated with a detainment, and are designated to perform these duties. Optum Pierce RSN/BHO's determination is based on review of the individual's qualifications and experience.

Optum Pierce RSN/BHO may also terminate an individual's DMHP/DCDS status for reasons including, but not limited to violation of employment policies of the contracted agency; the

inability to perform the duties of a DMHP/DCDS; or evidence that the individual is not carrying out his/her duties as a DMHP/DCDS according to state statute.

However, to maintain the decision-making independence of DMHPs/DCDSs, these individuals are employed by a contracted provider and not by Optum Pierce RSN/BHO. The contracted provider requests formal designation of an employee as a DMHP/DCDS by submitting a formal letter to Optum Pierce RSN/BHO and, when approved, provides the direct oversight and supervision of that individual DMHP/DCDS.

11. Provision (j): Public funds and employee rights

Provider contracts specify that public funds appropriated by the legislature may not be used to promote or deter, encourage, or discourage employees from exercising their rights under Title 29, chapter 7, subchapter II, United States Code or chapter 41.56 RCW.

For Mental Health services, Optum has implemented Pay for Performance (P4P) measures in Provider contracts to improve the quality of care. These measures incentivize providers to meet outlined goals by providing an additional financial incentive for meeting the goal. Optum defines the goal by reviewing its data and then uses a measure from the “Statistical Benchmarks for Process Measures of Quality of Care for Mental and Substance Use Disorders” to set the specific goal eligible for a financial incentive.

The State has identified client outcomes to include: “Improved health status; increased participation in employment and education; reduced involvement with the criminal justice system; enhanced safety and access to treatment for forensic patients; reduction in avoidable utilization of and costs associated with hospital, emergency room, and crisis services; increased housing stability; improved quality of life, including measures of recovery and resilience; and decreased population level disparities in access to treatment and treatment outcomes.” As a BHO, Optum will align its incentive programs with the State’s improvement strategy for the behavioral health system.

Line item	Authority	Description	Responses to be addressed
50	RCW 70.96A.410	<p>Opiate substitution treatment - program certification by department, department duties - definition of opiate substitution treatment.</p> <p>From response to questions: Medication Assisted Treatment (MAT) is not called out as a state plan service, it is provided as part of our outpatient continuum of care. The contract requires that the BHO provide access to this service either by direct contract or coordinated referral process to a HCA</p>	<p>NEW Describe your use of Medication Assisted Treatment Therapies.</p>

Line item	Authority	Description	Responses to be addressed
		<p>provider. MAT like some other residential and outpatient services are specialized and therefore more limited. It is expected the BHO will manage the medically necessary care with other services and monitor continued need for MAT until a transition can be facilitated or is no longer needed. Generally, it is expected that the BHO play a role in working with local government and medical providers to develop resources that will address the SUD needs of the individuals in the region. This service has been called out consistently in legislative priorities.</p>	

The current network of Medication-Assisted Treatment (MAT) programs in Pierce County for substance use disorders (SUD) is expanding. For decades, the Tacoma Pierce County Health Department (TPCHD) has provided Opiate Substitution Treatment and prescribed methadone to the residents of Pierce County and neighboring counties where OST is not available. TPCHD is currently licensed to serve 1,000 individuals.

Good Samaritan Behavioral Health currently refers appropriate clients in their outpatient programs to Dr. Murphy from Allenmore for MAT. Northwest Center for Integrated Health (NWCIH) provides primary care, mental health and substance use disorder services currently in the Puyallup area. In their outpatient SUD program, appropriate clients may be prescribed Suboxone or Vivitrol. The physician at NWCIH has oversight of additional physicians who can also prescribe Vivitrol and Suboxone. NWCIH is currently opening a second clinic in the north Tacoma area and will offer MAT at both locations.

Line item	Authority	Description	Responses to be addressed	Cross Referenced
160	RCW 71.24.100	Joint agreements of county authorities - required provisions.	If the proposed Behavioral Health Organization involves more than one county, provide a copy of the required agreement that meets the requirements of this section.	I-General and Overall

Not Applicable to the Optum Pierce Behavioral Health Organization

Line item	Authority	Description	Responses to be addressed	Cross Referenced
161	RCW 71.24.110	Joint agreements of county authorities - permissive provisions.	If the proposed Behavioral Health Organization involves more than one county, provide a copy of the required agreement that addresses this section.	I-General and Overall

Not Applicable to the Optum Pierce Behavioral Health Organization

WORK PLAN:

Project Plan Key (STATUS Column)

- Complete
- On track to be completed on time
- Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
IMPLEMENTATION MANAGEMENT					
Create Optum Pierce Implementation Team to oversee integration					
Assign responsibility for each major area (quality, clinical, network, IT, provider relations, consumer outreach, training, communication, business operations)	●	7-Apr-15	2 weeks	21-Apr-15	21-Apr-15
Evaluate need for additional staffing resources to support implementation of integration plan	●	3-Mar-15	2 months	30-Jun-15	15-Jun-15
Establish regular internal meeting schedule	●	24-Mar-15	1 day	24-Mar-15	24-Mar-15
Establish schedule for regular updates of all Optum Pierce staff	●	24-Mar-15	1 day	24-Mar-15	24-Mar-15
Establish regular meetings with Craig Herman and designees	●	3-Mar-15	1 day	24-Mar-15	24-Mar-14
Establish contact with MH and SU providers					
Establish contact lists	●	3-Mar-15	1 week	10-Mar-15	10-Mar-

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
					15
Host introductory meeting for all SUD providers	●	3-Mar-15	3 hours	3-Mar-15	3-Mar-15
Host introductory meeting for all SUD and MH providers to explain process/changes	●	4-Mar-15	3 hours	4-Mar-15	4-Mar-15
Establish regular meetings with BHO Provider group	●	16-Mar-15	ongoing	April 1, 2016	
Establish provider workgroups charged with advising Optum Team on policy, clinical, IT and other matters related to integration	●	7-Apr-15	ongoing	1-Apr-16	
Survey SUD provider agencies to assess capacity, programs and population served.	●	16-Mar-15	2 weeks	31-Mar-15	15-Apr-15
Meet on an individual basis with each provider	●	1-Apr-15	2 months	30-Jun-15	20-Aug-15
Assess possibility of incorporating MAT into services	●	1-Apr-15	8 months	1-Nov-15	
HR Recruiting					
Based on staffing pattern, recruit and hire staff needed to support implementation planning	●	30-Apr-15	2 weeks	Jan 1, 2016	
Based on staffing pattern, recruit and hire staff needed to support BHO functions	●	1-Feb-16	2.5 months	16-Apr-16	
BHO CERTIFICATION AND CONTRACTING					
Review state requirements					
Identify current service elements or state requirements that could negatively impact outcomes	●	1-Mar-15	ongoing	1-Apr-16	
Initiate ongoing conversations with DSHS to maximize creation of high quality BHO services	●	26-Mar-15	ongoing	31-Jan-16	
Review state requirements for each Level of Care to identify any issues related to provider	●	7-Apr-15	ongoing	31-Oct-15	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
network enrollment, credentialing, etc.					
DSHS contracting process					
Q & A Period for plan request (RFI)	●	1-Jul-15	4 weeks	1-Aug-15	31-Aug-15
Prepare materials for submission of detail plan request (RFI) to DSHS	●	1-Jul-15	4 months	31-Oct-15	
Review and sign proposed DSHS contract	●	1-Mar-16	1 month	1-Apr-16	
Network Development					
Identify network needs: outpatient and inpatient CD services	●	1-Oct-15	1 month	1-Nov-15	
Define BHO network, including priority populations	●	1-Nov-15	1 month	1-Dec-15	
Provider contracting process					
Develop boilerplate contracts	●	1-Jan-16	2 months	1-Feb-16	
Distribute network provider applications, credentialing forms and other materials	●	1-Jan-16	3 months	1-Mar-16	
Submit contracts to providers for review	●	1 Jan-16	1 month	1-Feb-16	
Contracts submitted to providers for signature - executed contracts by March 15, 2016	●	15-Feb-16	1 month	15-Mar-16	
Set up administration process for CJTA structure	●	1-Feb-16	2 months	1-Apr-16	
Licensing/Credentialing review					
Prepare for BHO licensing/credentialing review	●	1-Jan-16	3 months	1-Apr-16	
Monitor rate calculation at the state level	●	7-Apr-15	6 months	1-Oct-15	
Create a financial structure model	●	7-Apr-15	3 months	30-Jun-15	
Confirm/revise Budget Forecast	●	1-Jan-16	3 months	1-Mar-16	
Establish DSHS Reporting requirements	●	1-Jan-16	3 months	1-Mar-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Finalize Finance Policies and Procedures	●	1-Jan-16	3 months	1-Mar-16	
Implement Provider Payment structure	●	1-Jan-16	3 months	1-Mar-16	
SERVICE DELIVERY DESIGN					
BHO service needs assessment					
Create list of all publicly funded SU agencies/workforce count in Pierce County and State facilities (detox centers, residential long-term centers, Oxford Houses, Outpatient)	●	16-Mar-15	6 weeks	30-Apr-15	15-May-15
Based on survey results (see above) and list of facilities create system array of services and identify gaps in care and capacity issues	●	16-Mar-15	6 months	1-Nov-15	
Implement new provider services as indicated	●	1-Jan-16	4 months	1-Apr-16	
Update geo-mapping	●	1-May-15	ongoing	1-Apr-16	
Clinical					
Create a service delivery model	●	7-Apr-15	7 months	31-Oct-15	1-Sep-15
Adopt a common Screening tool for MH and SU providers (also, see related training needs)	●	1-May-15	6 months	31-Oct-15	
Adopt time efficient assessment tools	●	1-May-15	6 months	31-Oct-15	
Operationalize care coordination service delivery throughout the BHO network, including but not limited to individuals with very high needs (also, see related training needs under Work Force Development)	●	1-May-15	6 months	31-Oct-15	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Operationalize a person-centered approach throughout the BHO network, including strong role for peer staff. (also, see related training needs under Recovery and Resiliency)	●	1-May-15	6 months	31-Oct-15	
Operationalize a whole-person approach throughout the BHO network, with special emphasis on medical needs of individuals (also, see related training needs under Work Force Development)	●	1-May-15	6 months	31-Oct-15	
Integrate MAT into treatment design and operations (see also training and assessment of current service provision)	●	1-May-15	6 months	31-Oct-15	
Identify impact of integration on Crisis Service system and implement needed changes for a centralized integrated crisis system	●	1-May-15	6 months	31-Oct-15	
Identify impact of integration on Children Service System and implement needed changes for a centralized integrated crisis system	●	1-May-15	6 months	31-Oct-15	
Meet with managed care plans to maximize integration with medical providers	●	1-Oct-15	6 months	1-Apr-16	
Draft policies for all clinical operations	●	1-Dec-15	2 months	31-Jan-16	
Collect stakeholder feedback on draft policies	●	1-Jan-16	1 month	28-Feb-16	
Develop workflows for all clinical operations	●	1-Nov-15	3 months	28-Feb-16	
Finalize policies for all clinical operations	●	1-Mar-16	1 month	1-Apr-16	
Review and adjust After-Hours protocol (ProtoCall)	●	1-Feb-16	2 months	1-Apr-16	
Re-script front desk messages	●	1-Feb-16	2 months	1-Apr-16	
Ensure transition of clinical information as CD enrollees	●	1-Mar-16	1 month	1-Apr-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
move to BHO; define authorization status					
Operationalize service provisions to DOC clientele	●	Jan 1 2016	3 months	1-Apr-16	
QUALITY					
General					
Monitor WAC changes made by DSHS	●	1-Jun-15	10 months	31-Mar-16	
Form BHO QA/PI Committees	●	1-Feb-16	2 months	31-Mar-16	
Adjust QA/PI Program Description to reflect change to BHO	●	1-Oct-15	2 months	31-Dec-15	
Develop 2016 BHO QA/PI Work plan for the BHO	●	1-Nov-15	2 months	31-Dec-15	
Revise QA/PI Policies/Procedures	●	1-Oct-15	3 months	28-Dec-15	
Integrate new Access to Care standards into BHO operations	●	1-Oct-15	3 months	28-Dec-15	
Adjust Appeal and Grievance Work Flows	●	1-Oct-15	3 months	28-Dec-15	
Train all BHO Staff on Cultural Competency	●	1-Apr-16	1 month	30-Apr-16	
American Indian/Alaskan Native competencies	●	1-Apr-16	1 month	30-Apr-16	
Identify BHO service outcomes and performance measures	●	1-Jun-15	3 months	1-Apr-16	
Create performance review structure	●	31-Dec-15	3 months	1-Apr-16	
Develop audit tools	●	31-Dec-15	3 months	1-Apr-16	
Identify external reviews, expectations for quality credentialing	●	1-May-15	ongoing	1-Apr-16	
Adjust CD standards to comply with 2016 EQRO requirements	●	1-Jan-16	3 months	1-Apr-16	
Committees and governing boards					

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Establish BHO Governing Board	●	1-Feb-15	1 month	1-Mar-15	1-Mar-15
Establish BHO Advisory Board	●	1-Mar-15	4 months	1-Jul-15	1-Jul-15
Establish BHO QRT	●	1-Oct-15	4 months	1-Jan-16	
Compliance					
Adjust Compliance Plan to reflect change to BHO status	●	1-Feb-16	2 months	1-Apr-16	
Adjust Fraud Prevention and Detection Plan to reflect change to BHO status	●	1-Feb-16	2 months	1-Apr-16	
Develop clear guidelines on privacy rules (also, see training under Work Force development)	●	1-Jan-16	2 months	1-Mar-16	
Conduct Compliance Training for XXX?	●	1-Feb-16	2 months	1-Apr-16	
RECOVERY AND RESILIENCY					
Common mission and values					
Train provider network to develop a common understanding of recovery principles and practice	●	1-Mar-15	ongoing	1-Apr-16	
Peer staffing					
Encourage hiring of more peer staff throughout the BHO network	●	1-Mar-15	1 month	1-Dec-15	
Consumer materials/outreach					
Develop consumer/family-centered materials and process to describe system change and impact	●	1-Jan-16	3 months	1-Apr-16	
Host one or more forums for consumers and family members to respond to questions	●	1-Jan-16	3 months	1-Apr-16	
Develop Educational Materials for consumers	●	1-Jan-16	3 months	1-Apr-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Have all consumer materials approved by appropriate Corporate committees; submit for approval to XXX (DSHS?)	●	1-Jan-16	3 months	1-Apr-16	
Develop BHO System brochure for consumers (front office)	●	1-Jan-16	3 months	1-Apr-16	
Work with Ombuds to adjust Consumer rights brochures	●	1-Jan-16	3 months	1-Apr-16	
Contract/Letter of Intent to add Ombuds for CD to Statement of Work	●	1-Jan-16	3 months	1-Apr-16	
COMMITTEES & GOVERNANCE					
Adjust Family and Consumer Subcommittee to reflect change to BHO status	●	1-Jan-16	3 months	1-Apr-16	
Transition FYSPRT into BHO operations	●	1-Aug-15	2 months	1-Oct-15	30-Sep-15
WORKFORCE DEVELOPMENT					
Identify staff qualifications needed to provide services throughout BHO network	●	1-Sep-15	4 months	31-Dec-15	
Offer cross-training to BHO staff on SUD, MH and Co-occurring disorder presentations, including DMHPs	●	1-Jan-16	3 months	31-Mar-16	
Offer cross-training opportunities to Optum staff on SUD- clinical and system	●	1-Jul-15	ongoing	31-Mar-16	
Provide training for all existing Optum staff on new programs/expectations/changes	●	1-Apr-15	ongoing	1-Apr-16	
Provide training throughout the BHO network on the practice of care coordination	●	1-Apr-15	ongoing	1-Apr-16	
Provide training throughout the BHO network on the practice of whole person care	●	1-Apr-15	ongoing	1-Apr-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Provide training throughout the BHO network on MAT	●	1-Mar-16	1 month	1-Apr-16	
Provide training throughout the BHO network on privacy rules	●	1-Mar-16	1 month	1-Apr-16	
Hold 2-week orientation training for newly hired Optum staff	●	1-Mar-16	2 weeks	1-Apr-16	
Have all trainings approved by appropriate corporate committees	●	1-Jan-16	3 months	31-Mar-16	
Seek CEU credits for clinical trainings (must be submitted to QA 100 days in advance)	●	1-Jan-16	3 months	31-Mar-16	
Ensure all contractors have trained staff on Marty Smith law, Suicide, Compliance.	●	1-Jan-16	3 months	31-Mar-16	
Ensure all contractors have supervisors complete mandatory trainings prior to April 1, 2016	●	1-Jan-16	3 months	31-Mar-16	
COMMUNICATION - MATERIALS					
Update Optum Network brochure	●	1-Jan-16	3 months	31-Mar-16	
Send materials to interpreters for required languages	●	1-Jan-16	2 months	1-Apr-16	
Prepare/distribute news release highlighting improvements to system and impact of integrated MH/SU care	●	1-Feb-16	1 month	1-Apr-16	
Inform all Medicaid enrollees of changes to BHO network	●	1-Feb-16	1 month	1-Apr-16	
Add elements to current RSN website to transform into BHO Website	●	1-Jul-15	ongoing	1-Apr-16	
Distribute or web upload the provider directory	●	1-Feb-16	2 months	1-Apr-16	
Inform/Communicate changes to local tribes and American Indian/Alaskan Native organizations	●	1-Feb-16	2 months	1-Apr-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
EXTERNAL NETWORK					
General					
Strengthen role of Ombuds to support BHO functions	●	1-Apr-15	ongoing	1-Apr-16	
Stakeholders					
Finalize MOU with Pierce County	●	1-Apr-15	3 months	30-Jun-15	
Meet with Sheriff/city police/EMS/First Responders to describe crisis system changes or others if needed, especially around SU detainment and MH detainment laws.	●	1-Feb-16	2 months`	1-Apr-16	
Establish collaboration with Pierce County ACH to provide support to BHO with respect to the social determinants of health	●	1-Aug-15	ongoing	1-Apr-16	
Establish collaborative sharing / Inter region transfer agreements with MCO's in areas where there is not a BHO	●	1-Jan-16	3 months	1-Apr-16	
Extend invitations to Tribal Leaders to serve on Optum Pierce Behavioral Health Advisory Board	●	1-Jan-16	3 months	1-Apr-16	
Meet with School System	●	1-Feb-16	2 months`	1-Apr-16	
INFORMATION TECHNOLOGY					
Assess SU Providers' expansion needs to enable them to use Avatar					
Review SU Providers' hardware and network capabilities	●	1-Apr-15	3 months	30-Jun-15	Aug-15
Assess SU Providers' software use for current operations	●	1-Apr-15	1 month	30-Jun-15	Aug-15
Develop Avatar Network solutions for SU providers in collaboration with Netsmart	●	1-May-15	ongoing	31-Mar-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
BHO data collection and reporting					
Participate in state workgroup to define BHO data collection elements	●	3-Apr-15	Ongoing	Dec-15	
Work with Netsmart to meet State reporting requirements	●	3-Apr-15	Ongoing	Dec-15	
Develop BHO specifications for utilization of Netsmart Avatar (SUD agencies)	●	3-Apr-15	Ongoing	Dec-15	
Netsmart/Avatar Implementation					
Build Netsmart databases	●	1-Oct-15	Ongoing	28-Feb-16	
Ensure that Provider Directory is available in MSO Avatar	●	1-Oct-15	Ongoing	28-Feb-16	
Offer on-site training on Avatar applications	●	1-Oct-15	Ongoing	1-Mar-16	
Start Avatar go-live activities	●	1-Oct-15	Ongoing	1-Apr-16	
Go-Live with Avatar	●	1-Oct-15	Ongoing	1-Apr-16	
Offer billing training using Avatar applications	●	1-Oct-15	Ongoing	1-May-16	
Ensure transition of clinical information as CD enrollees move to BHO; define authorization status	●	1-Oct-15	Ongoing	1-Apr-16	
BUSINESS OPERATIONS					
General					
Complete data mapping & business rule definition	●	1-Oct-15	Ongoing	1-Apr-16	
Create load program specific to DBHR specifications	●	1-Oct-15	Ongoing	1-Apr-16	
Update business policies and procedures	●	1-Oct-15	Ongoing	1-Apr-16	
Receive & Load first production eligibility file	●	1-Oct-15	Ongoing	1-Apr-16	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Facilities					
Evaluate need for new site	●	1-Mar-15	ongoing	1-Apr-16	1-Sep-15
Remodel/furniture/telephone/related changes as required	●	1-Mar-15	ongoing	1-Apr-16	1-Sep-15
Toll Free Number Established	●	1-Feb-16	2 months	1-Apr-16	
Local number established	●	1-Feb-16	2 months	1-Apr-16	
Develop Business Continuity and Disaster Recovery Plans - general	●	1-Feb-16	2 months	1-Apr-16	
Develop Business Continuity and Disaster Recovery Plans - IT related	●	1-Feb-16	2 months	1-Apr-16	
POST BHO INTEGRATION					
Meet with hospital/medical providers within 3 months of implementation to identify potential issues before they fully materialize.	●	1-Jun-16	1 month	30-Jun-16	
Meet with stakeholders within first 3 months of implementation to identify potential issues before they fully materialize	●	1-Jun-16	1 month	30-Jun-16	
Hold public forum/stakeholder meeting at month 6 to discuss impact of program change	●	1-Sep-16	1 month	1-Sep-16	

II. TRANSITION AND COORDINATION OF SERVICES PLAN

INTRODUCTION:

In preparation for becoming a Behavioral Health Organization, the Optum Pierce Regional Support Network hosted two half-day events with the currently contracted substance use disorder treatment providers. The goals of these events were to discuss the upcoming changes as well as to begin an open dialogue between the current RSN and the County's contracted substance use disorder treatment providers. The second of the two meetings included the currently contracted mental health treatment providers with the intent of bringing both sides of the integrated system together to identify areas to focus on in the transition planning phase. Both sides agreed to meet monthly with the RSN as the facilitator to collaborate on the integration/ system transformation plan. In order to incorporate consumer voice in the work, Optum invited member of the Behavioral Health Advisory Board and the National Alliance for Mental Illness (NAMI) to attend the monthly BHO meetings.

Additionally, the RSN Executive Director and the Senior Director of Operations began meeting with each of the currently contracted SUD provider agencies individually to establish working relationships as well as begin to identify information technology needs for the transition. As a result, the Optum Pierce RSN has mapped the current resources for both mental health and substance use disorder treatment in Pierce County.

During the monthly BHO meetings, multidisciplinary workgroups were formed to address different elements of the upcoming transition. Each workgroup has representatives from both the substance use disorder provider network and the mental health provider network. The work products are reviewed with multiple stakeholders including the Optum Pierce RSN Behavioral Health Advisory Board, the Consumer and Family Advisory committee, consumers in the participating agencies and other stakeholder groups. The first two workgroups to have completed their work have been the System Design Workgroup and the Clinical Design workgroup. These teams have set the tone for the integration by agreeing to a "No Wrong Door" philosophy and a plan to adopt care coordination philosophies from the WA Health Home work.

Another form of collaboration that is helping to ease the transition for both consumers and providers has come from the County, which has agreed to allow the current managers who oversee the substance use disorder treatment providers to collaborate with Optum Pierce in the design of the future workflows. Pierce County staff have been instrumental in sharing current contract language, workflows, audit tools, and similar information with the BHO implementation team at Optum Pierce.

In the months leading up to the April 1, 2016 go-live date, the RSN staff, with the support of the stakeholder groups described above and in consultation with the state, will be working to ensure that all systems, from finance and information technology to clinical, quality and compliance are ready to serve the whole spectrum of individuals with behavioral health needs in Pierce County.

The transition work encompasses many aspects of the care. The team identified a number of questions and areas that relate to this plan but will be covered in greater details in other plans including:

- Provide a detailed analysis of delivery system, including the plan for ensuring an adequate network of providers to include care for priority populations, show consideration of Medicaid



expansion populations and share a list of contracted providers/ anticipated contracted providers (Question line item #273). **See Plan IV – Network Analysis and Development Plan**

- Describe the plan for notifying enrollees, providers, stakeholders and allied systems of changes related to BHO Integration (Question line item #245). **See Plan III – Communication and Stakeholder Plan.**
- Describe how to include the input of and collaborate with individuals with lived experience in designing the services (Question line item # 151). **See Plan III – Communication and Stakeholder Plan.**

Transitional work encompasses attention to a number of service components, elicited by the following questions:

- Describing the discharge coordination plans for individuals on a 90 and 180 day commitment for mental health disorders in order to meet the 2018 standards (Question line item # 124);
- Defining plans for ensuring compliance with involuntary commitment (Question line item # 27);
- Provisions for inpatient treatment for minors (Question line item #23);
- Describing the Medication Assisted Treatment (MAT) services available before and after the integration (Question line item #50);
- Describe coordinating, assessing and monitoring intensive community services and coordinate with inpatient/residential resources for minors (Question line item #234);

During this transition phase we are also focusing on collaboration with correctional and healthcare entities in our community:

- Provisions for providing SUD services to those who are in the criminal justice system (Question line item #48);
- Ensuring timely evaluation (within 72 hours of release) for individuals identified as at risk for substance use disorder who are being released from correctional facilities (Question line item # 29);
- Share the current agreements with Jails and plans for future agreements (Question line item # 174);
- Describe how you plan to meet the contract provision to coordinate services with the health care providers, provide agreements/ proposed agreements (Question line item #280).
- Define the process for collaborating with fully integrated areas that do not have a BHO counterpart (Question line item #187);

And last, we want to ensure that all consumers in our network are informed of the Ombuds functions:

- Describe the plan for ensuring that a the Ombudsman will meet the needs of individual who are receiving/ seeking substance use disorder treatment (Question line item #175);

Included below are the specific answers to each of these questions as they relate to the transition from RSN to BHO.

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
124	RCW 71.05.365	Involuntary commitment- Individualized discharge plan (effective July 1, 2018)	Describe your current process for discharge planning and describe how you would propose transitioning that process to meet the requirement to work with the hospital to develop an individualized discharge plan and arrange for a transition to the community in accordance with the person's individualized discharge plan within twenty-one days of the determination by July 1, 2018.

Current Discharge Planning Process and Proposed Transition Plan

Upon a consumer's admission to a hospital, an Optum Pierce RSN Care Manager or an Optum Pierce RSN contracted mental health care provider is to provide the inpatient unit with any available information regarding the individual's treatment history, in addition to any available information related to payment resources and coverage.

- Under the direction of the Optum Pierce RSN Medical Director and/or Clinical Manager, Discharge Coordinators check the State Hospital inpatient databases daily to monitor transfers from local facilities to WSH.
- Optum Pierce RSN Discharge Coordinators also carry out the following duties:
 - Respond to state hospital census alert notifications by expediting discharges from the state psychiatric hospital using alternative community resources and mental health services.
 - Contact inpatient staff within three (3) working days of a voluntary or involuntary admission.
 - Should the individual already be receiving services with a Community Mental Health Agency (CMHA) provider prior to hospital admission, the Discharge Coordinator monitors to ensure that the community mental health care provider makes contact with inpatient staff within the three-day timeframe.
 - Participate actively during the individual's hospital stay to assist with discharge planning and arrange follow-up services for all individuals who meet medical eligibility criteria and Access to Care standards.
 - For individuals who are Tribal Members or who receive mental health services from a Tribal or Urban Indian Health Program, the Discharge Coordinator is to make efforts to notify the Tribal Authority or Recognized American Indian Organizations (RAIO), if the individual or legal guardian gives consent.
 - In such cases, the Discharge Coordinator is to coordinate with the Tribal Authority or RAIO on discharge planning and transition of the individual back to the community
 - If the individual chooses to be served only by Tribal Mental Health Services, the Discharge Coordinator is not required to refer the individual to a Community Mental Health Agency.



- Coordinate an Acute Care meeting with state hospital staff, providers and crisis team members on an as-needed basis.
- Maintain daily contact with hospital Social Workers.
- Designate a specific network CMHA as primarily responsible for providing outpatient and residential services post-discharge. In the event an individual does not have a specialized need and does not specify an individual choice, a CMHA rotation schedule is used to determine the CMHA provider.
 - The CMHA may utilize Rehabilitation Case Management as a covered service. This service is provided by or under the supervision of a Mental Health Professional and may include:
 - Assessment for discharge or admission to community mental health care;
 - Integrated mental health treatment planning;
 - Resource identification and linkage to mental health rehabilitative services; and
 - Collaborative development of individualized services that promote continuity of mental health care.
- Work with each individual to reconnect with the individual's prior CMHA provider when appropriate.
- If no CMHA has previously served the individual, the Discharge Coordinator is to help arrange services with the CMHA selected by the individual and appropriate to the individual's need. In the event an individual does have a specialized need and does not specify an individual choice a CMHA rotation schedule is used to determine the CMHA provider.
- Ensure the CMHA's compliance with providing follow-up services, which are to be available within five (5) calendar days.
- Ensure the CMHA's compliance with requirements that an additional follow-up service be made available within 30 days of discharge.
- Work with community facilities and acute mental health care providers to maintain individuals in their facilities, and with community providers to increase available support services to expedite pending discharges.
- Meet weekly with the Optum Pierce RSN Medical Director and/or Clinical Manager to discuss individuals who are experiencing barriers to discharge.

For those individuals who leave hospital stays (including Western State Hospital) on a Less Restrictive Alternative (LRA) or Conditional Release (CR) order, Pierce RSN requires that in order to provide LRA services to individuals providers must be licensed to provide the psychiatric and medical service components of community support services and be certified by DSHS to provide involuntary treatment services.

Optum Pierce RSN requires certified outpatient mental health care providers to:

- Maintain a current list of individuals on LRAs and CRs from psychiatric hospitals who are enrolled in their services;
- Upon admission, advise individuals of their rights under CR or LRA, as specified in *RCW 71.05 or 71.34* and *WAC 388-877A-0195(a)*, or its successor, and document that notification in the clinical record;

- Maintain a copy of the LRA or CR court order and any subsequent modifications in the individual's clinical record; incorporate the conditions of the LRA or CR in the person's individual service plan and include a plan for transition to voluntary treatment;
- Ensure that the individual receives psychiatric treatment including medication management for the assessment and prescription of psychotropic medications. Such services are to be provided:
 - At least weekly during the fourteen-day period;
 - Monthly during the 90-day and 180-day periods of involuntary treatment, unless the physician determines a different schedule and documents the rationale for such.
- Maintain written procedures for:
 - Managing assaultive and/or self-destructive patient behavior, and provide training to staff on these and other appropriate interventions;
 - Referring individuals to an inpatient evaluation and treatment facility for admission on a 7 day-a-week, 24-hour-a-day basis;
 - In relation to individuals requiring involuntary detention, contacting the Designated Mental Health Professional (DMHP) regarding revocation and/or extension of LRA and transporting individuals.
- Document and coordinate services for those individuals on 90-day or 180-day period of involuntary treatment:
 - Document in the clinical record a review of the individual's progress with his or her treatment plan and compliance with the conditions of the CR/LRA, for each month of service, or more often when clinically indicated
- Coordinate ongoing services with contracted crisis services and DMHPs by completing the Optum Pierce RSN *CR/LRA 30-Day Review Form* (or a summary progress note containing the elements on the form) for each individual on LRA or CR during each month of service. This documentation is available upon request by Optum Pierce RSN and the crisis services provider.
- In compliance with *WAC 388-865-0245(2)*, immediately report to contracted crisis service providers and DMHPs by telephone and fax an updated *30-Day Review* for each individual failing to adhere to conditions of the LRA or CR, or when substantial deterioration in functioning occurs which may require more intensive services to stabilize the condition.
- Inform contracted crisis service providers and DMHPs by telephone of individuals under CR/LRA who are transfers from out-of-county and enrolled in services.

Optum Pierce RSN requires contracted crisis providers/DMHPs to:

- Monitor the compliance of individuals in the RSN service area under CR/LRA by reviewing the *30 Day Review Forms* or progress notes completed by provider agencies and maintaining a centralized tracking log that documents key dates and receipt of provider review forms related to CR/LRA;
- Notify mental health care providers of individuals leaving a Washington State Hospital on CR or LRA and confirm intake appointment and receipt of CR/LRA documents;



- Provide technical assistance to providers serving individuals under CR/LRA who are out of compliance with the requirements of their CR/LRA in order to address treatment barriers and maintain compliance to avoid an involuntary return to an inpatient facility;
- In compliance with *WAC 388-865-0245(2)*, perform periodic evaluations of each committed person and make recommendations to the court, when necessary, to revoke or extend an individual's CR/LRA;
- Coordinate with the Optum Pierce RSN Discharge Coordinators and relevant RSN-contracted providers regarding discharge planning for individuals under CR/LRA from a Washington psychiatric inpatient facility.

Line item	Authority	Description	Responses to be addressed
27	RCW 70.96A.140	Involuntary Commitment	Describe your program for involuntary commitment, including all agreements and arrangements in-place or planned with all entities with a required role in the involuntary commitment process.

Involuntary Commitment: Agreements and Arrangements

The Optum Pierce County BHO contracted providers will be expected to:

- A. Provide services to identify, evaluate, and place chemically dependent individuals for involuntary commitment, in accordance with RCW 70.96A.120-140. Services shall be performed by a certified Chemical Dependency Professional who is authorized by the Optum Pierce BHO QA/PI process to be a Designated Chemical Dependency Specialist.
- B. Pursuant to the requirements of RCW 70.96A.120, involuntary commitment services shall include the assumption of protective custody by the Designated Chemical Dependency Specialist, and transfer of an individual to an approved treatment facility.
- C. The Optum Pierce BHO contracted providers will be required to arrange for secure patient transportation by coordinating with the Metropolitan Development Council, which is the agency currently contracted to provide secure transport to and from chemical dependency treatment for all individuals committed under RCW 70.96A.140.
- D. Involuntary commitment service components shall include, but shall not be limited to, telephone intake screening; case finding and investigation; patient contact; assumption of protective custody; evaluation; affidavits and corroboration of facts to establish the legal threshold of involuntary commitment; court interface; negotiation of voluntary treatment contracts; case management and work with placement waiting list patients; and coordinating with the Metropolitan Development Council for secure patient transport to treatment.
- E. The Optum Pierce BHO contracted providers will be required to employ an additional CDP/CDPT to expand interim care to clients until admission to Pioneer Center North or Pioneer Center East. The expansion of interim care services will include an increase in case management efforts and further support for family members. The CDP/CDPT will also make frequent contacts with clients to increase the likelihood of admission to treatment.

Involuntary Commitment Transportation

- A. The Optum Pierce BHO contracted providers will be required to provide secure transport to and from substance use disorder treatment for all individuals committed pursuant to RCW 70.96A.140. The Contractor is entitled to receive reimbursement for the transportation costs of court committed individuals, and if necessary, one escort.
- B. All claims to the BHO for recovery of transportation costs must be separately identified on the Contractor’s monthly claim for reimbursement, and include documentation required to substantiate the claims. Transportation cost reimbursement is a specific budgeted contract amount.

Line item	Authority	Description	Responses to be addressed
23	RCW 70.96A.097	Review of admission and inpatient treatment of minors - determination of medical necessity - department review - minor declines necessary treatment - at-risk youth petition - costs - public funds.	How will you assure an independent review occurs for minors admitted under the provisions of 70.96A.245 that meets these requirements? This requirement will be delegated to the BHO by the Department.

Review of Admission and Inpatient Treatment of Minors

In accordance with RCW 70.96A.245 and RCW70.96A.97, Optum Pierce RSN is establishing mechanisms which will maximize access to, and use of age and culturally competent substance use services, and which ensure that eligible individuals receive appropriate levels of care. This includes authorization and concurrent review procedures for specific covered levels of services in accordance with American Society of Addiction Medicine (ASAM) including community support services, residential services and inpatient evaluation and treatment services.

In accordance with RCW 70.96A.245, a parent or guardian can bring his/ her minor child to a certified treatment program to request evaluation of the minor to determine whether the minor is in need of outpatient/inpatient chemical dependency treatment. The minor is not required to give consent for admission, evaluation and treatment if the parent or guardian is the person who brings him/her to the program. Evaluations must be performed by an appropriately trained professional defined as a Chemical Dependency Professional or a physician within 24 hours unless the professional determines that more time is needed to appropriately assess the individual. If it is determined that the minor meets the medical necessity for inpatient treatment, the minor can be held for the treatment.

Optum Pierce BHO will use Washington State Access to Care Standards and ASAM Level of Care for all SUD services that require prior authorization. The information contained in the intake evaluation and other initial documents that are provided to the BHO Care Management staff is reviewed to determine medical necessity and compliance with both the Access to Care standards and ASAM.

Optum requires prior authorization of all levels of services, including stabilization, except for intake evaluations and crisis services.



- Optum Pierce RSN has formal agreements with inpatient service providers for mental health and is establishing similar formal agreements with inpatient substance use disorder treatment providers regarding referrals, admissions, and discharge protocols which will become effective if we are named the BHO. A request for admission to an inpatient unit is made telephonically, and the individual's clinical condition is discussed; when the presenting conditions are related to CD, the requesting Chemical Dependency professional will speak with an Optum Care Manager who also is a Chemical Dependency Professional.
- The authorization is based on determination of the individual's clinical need as defined by the ASAM level of care criteria and a finding that the individual cannot be safely managed in a less restrictive environment.
- The individual's eligibility is verified, and the Care Manager documents the clinical information provided as well as the rationale for approving the request.
- In accordance with RCW70.96A.97, the length of time for which an inpatient stay is initially authorized depends upon the clinical condition of the individual; however, typically an admission is approved for seven (7) - fourteen (14) days.
- All admissions of children and adolescents to inpatient levels of care require independent review by the Optum Pierce BHO Medical Director or Board Certified Medical Director designee.
- If the Care Manager cannot justify the admission based on the clinical information provided, the Chemical Dependency Professional has the right to request that an Optum Licensed, Board Certified Psychiatrist review the documentation. If the authorization request cannot be resolved through this review, the Care Manager offers the requestor telephonic consultation with the on-call Psychiatrist to further discuss the need for admission.
- On-call psychiatric coverage from Optum Pierce BHO is available twenty-four (24) hours a day, seven (7) days a week. Reviews are held within two (2) hours of the request. Only a psychiatrist is able to deny payment for inpatient services.
- Optum Pierce BHO staff provide on-site training at all identified admitting community hospitals, as well as for crisis response teams, to ensure that staff responsible for communicating with BHO Care Managers understand the process for authorizing inpatient admissions.

Concurrent Review of Services (Continuing Stay Authorizations)

As the BHO, Optum Pierce will continue the same process for concurrent review that we have developed over the last six (6) years as RSN.

Inpatient Concurrent Review: Optum (CDP) Care Managers review the individual's current clinical functioning, and assess whether:

- An inpatient unit continues to be the least restrictive environment appropriate for the individual at the present time;
- The individual's clinical condition is improving; if not, that appropriate changes in the plan of care are being implemented;
- Care is provided within the framework of Clinical Practice Guidelines, when appropriate;
- The individual and/or the individual's family is participating in care and discharge planning;

- Discharge planning has been implemented and a provider of follow-up care has been identified.
- The length of approval given at the time of a concurrent review may be up to but no longer than fourteen (14) days. As with the initial authorization, if the Care Manager cannot approve a concurrent care request, the case is referred to the Optum Pierce RSN Medical Director, who is a board certified psychiatrist, for a Peer Review discussion with the facility and treating physician.
- If the reviews described above result in a decision that the minor no longer meets medical necessity, the BHO Care Manager staff will immediately notify the parents and professional in charge of the treatment of the minor and the child will be released into the minor will be released into parent custody within 24 hours of notification. If the parent disagrees with the decision, the minor will stay in care until the second judicial day after notification in order to give the parent the opportunity to file an at risk youth petition.

Line item	Authority	Description	Responses to be addressed
50	RCW 70.96A.410	Opiate substitution treatment - program certification by department, department duties - definition of opiate substitution treatment.	Describe your use of Medication Assisted Therapies

The current network of Medication-Assisted Treatment (MAT) programs in Pierce County for substance use disorders (SUD) is expanding. For decades, the Tacoma Pierce County Health Department (TPCHD) has provided Opiate Substitution Treatment and prescribed methadone to the residents of Pierce County. TPCHD is currently licensed to serve 1,000 individuals.

Good Samaritan Behavioral Health currently refers appropriate clients in their outpatient programs to Allenmore for MAT. Northwest Center for Integrated Health (NWCIH) provides primary care, mental health, and substance use disorder services currently in the Puyallup area. In their outpatient SUD program, appropriate clients may be prescribed Suboxone or Vivitrol. The physician at NWCIH has oversight of additional physicians who can also prescribe Vivitrol and Suboxone. NWCIH is currently opening a second clinic in the north Tacoma area and will offer MAT at both locations.

Optum Pierce BHO will continue to broaden access to MAT throughout its network.

Line item	Authority	Description	Responses to be addressed
234	RCW 71.34.780	Minor's failure to adhere to outpatient conditions - deterioration of minor's functioning - transport to inpatient facility - order of apprehension and detention - revocation of	Describe how you will coordinate, assess and monitor intensive community services and coordinate with inpatient/residential resources.

Line item	Authority	Description	Responses to be addressed
		alternative treatment or conditional release - hearings.	

As the BHO, Optum Pierce will continue our current practices related to the coordination, assessment and monitoring of intensive community services as well as our coordination with inpatient/residential resources. An overview of those practices is provided below.

An individual may be ordered to a Less Restrictive Alternative outpatient order. Individuals on less restrictive orders are assigned a case manager who shall work with the individual throughout the 90- or 180-day order.

- The DMHP may, at the end of the court order, evaluate whether the individual continues to require treatment or should be released from the order.
- In addition, at any time during treatment, the individual may be released from court-ordered treatment if the individual is determined to no longer need services. The DMHP must advise the court if the individual is to be released from treatment.
- Optum Pierce RSN/BHO monitors provider agencies with compliance regarding CR and LRA requirements through the clinical and administrative on-site review process.

Optum Pierce RSN delegates responsibility for implementation of the Involuntary Treatment Act (ITA) to its contracted network providers including ITA court-related services. Only DMHPs may make involuntary evaluation and treatment determinations, as specified in the Optum Pierce RSN/BHO Policy titled, *Designated Mental Health Professionals*.

Optum Pierce RSN/BHO requires provider agencies to inform the RSN/BHO of the need for single bed certification and provide the necessary documentation, in accord with procedures established by the DSHS in WAC 388-865-0526, and published in a document titled, *Community Psychiatric Inpatient Instructions and Requirements*.

Optum Pierce RSN Care Managers and Discharge Planners work in cooperation with providers and DMHPs to coordinate the discharge of individuals from inpatient psychiatric units on Conditional Release (CR) or a Less Restrictive Alternative (LRA) court order. Providers are further required to:

- Keep a list of all individuals on CR or LRAs;
- Provide a copy of individual rights and responsibilities to the individual; and
- Monitor each individual's progress in accordance with the conditions of the court order.

Individuals may be detained for 14 days or until clear, for an extension beyond 14 days pending placement or imminent stability, or on a civil commitment for 90 days if not cleared after a 14-day extension. Request for an involuntary evaluation may be received from a variety of parties such as family members, coworkers, neighbors, police, professionals, or others who have first-hand information about the individual's behavior. The DMHP is required by law to judge the reliability and credibility of the party requesting the evaluation.

The DMHP is to advise the individual of his or her civil rights including the right to remain silent and the right to an attorney. Options for evaluation and treatment include:

- 72-Hour Detention- If the individual is determined to have a mental disorder which causes him or her to be imminently gravely disabled or dangerous, if he/she refuses voluntary care and if there are no less-restrictive alternatives, the DMHP may sign legal papers to detain the individual for up to 72 hours for evaluation and treatment.
 - 14-Day Detention and Probable Cause Hearing: Once admitted, the individual is to be evaluated by a physician and another mental health professional within the first 24 hours.
 - If the facility determines that further care is necessary, the physician and mental health professional are to file a petition requesting up to 14 days further treatment.
 - The Prosecuting Attorney is to have witnesses at court or available by phone, and the defense counsel is to represent the individual, who is present at the hearing and who can cross-examine witnesses.
 - If further care is not indicated, the individual may be discharged, or, if the individual agrees to voluntary treatment, no hearing will be held. Additional 14-, 90-, or 180-Day Detentions.
 - The Commissioner may order up to 14 days further inpatient treatment, may dismiss the case and discharge the patient, or may order 90 days of less restrictive care on an outpatient basis.
 - When the treating staff feels the acute symptoms have subsided and the individual has stabilized, they may discharge the individual prior to the end of the order.
 - If care is needed beyond the 14 days, another petition may be filed requesting up to 90 days treatment.
 - The individual may demand a jury trial at this point in the process and the state's burden of proof shifts from probable cause to "clear, cogent and convincing," which offers more protection for the individual from inappropriate long-term commitment.
 - All long-term inpatient care takes place at a CLIP facility
 - Subsequent commitments for 180 days of inpatient or outpatient care also require a court hearing.
- Summons- When no imminent danger exists, but other grounds, such as grave disability, are present, the DMHP may go to court directly and request that the judge determine whether cause exists to detain the individual for 72 hours on a non-emergent basis. This procedure is referred to as a *Summons*. The individual is given 24 hours to respond to the order, after which he may be involuntarily detained.
- Parent Initiated Treatment- In accordance with RCW 71.34.375, If a parent or guardian, for the purpose of mental health treatment or evaluation, brings his or her minor child to an evaluation and treatment facility, a hospital emergency room, an inpatient facility licensed under chapter 72.23 RCW, or an inpatient facility licensed under chapter 70.41 or 71.12 RCW operating inpatient psychiatric beds for minors, the facility is required to promptly provide written and verbal notice of all statutorily available treatment options.
 - If the child is under the age of 18, the parent, guardian or authorized individual may bring the child to any mental health facility or hospital and request that a mental health evaluation be provided. This evaluation cannot take longer than 72 hours.

Consent of the child is not required for either an outpatient or inpatient evaluation, or recommended inpatient treatment.

- If it is determined the child has a mental disorder, and there is medical need for inpatient treatment, the parent or guardian may request that the child be held for treatment. If the inpatient program believes the child needs treatment for more than 7 days, the Department of Social and Health Services (DSHS) must then review the need for treatment. The child has the right to petition the Superior Court for release from the facility after the 7 days.
- After the DSHS review, if DSHS determines that the child no longer needs inpatient treatment, the parent or guardian must be immediately notified and the child will be released within 24 hours. In this case, if the parent or guardian and facility both believe it is medically necessary for the child to remain in inpatient treatment, the facility will hold the child until the 2nd judicial day following the DSHS review. This will allow the parent or guardian time to file an at-risk youth petition (RCW 13.32A.191) by calling the Division of Children and Family Services Intake Line or by going to their local Juvenile Court. If DSHS determines that the child needs outpatient treatment and the child declines such treatment, the refusal shall be grounds for the parent or guardian to file an at-risk youth petition. 11.3.3. A "probable cause" hearing is held before a Superior Court Commissioner.

An individual may be ordered to a Less Restrictive Alternative outpatient order. Individuals on less restrictive orders are assigned a case manager who shall work with the individual throughout the 90- or 180-day order.

If, during the period of the LRA, a professional person in charge of an outpatient treatment program or a DMHP determines that a minor is failing to adhere to the conditions of the LRA or CR, or that there is substantial deterioration in the minor's functioning, the DMHP may order that the minor be taken into custody and transported to an inpatient evaluation and treatment facility.

- The DMHP shall file an order of apprehension and detention and serve it upon the minor.
- The DMHP will notify the minor's parent and the minor's attorney, if any, of the detention.
- The minor will be informed of the right to a hearing and the right to representation by an attorney.

A petition for revocation of the LRA/CR will be filed by the DMHP and will address the behavior of the minor indicating violation of the conditions or deterioration of routing functioning and a recommendation of disposition. The court will determine whether the minor should be returned to inpatient treatment or the conditions of release should be modified.

- The DMHP may, at the end of the court order, evaluate whether the individual continues to require treatment or should be released from the order.
- Also, at any time during treatment, the individual may be released from court-ordered treatment if the individual is determined to no longer need services. The DMHP must advise the court if the individual is to be released from treatment.

Optum Pierce RSN/BHO monitors provider agencies with compliance regarding CR and LRA requirements through the clinical and administrative on-site review process.

Line item	Authority	Description	Responses to be addressed
29	RCW 70.96A.142	Evaluation by designated chemical dependency specialist - when required - required notifications.	Describe how you will assure that required evaluations and notifications are performed. Include all agreements and arrangements in-place or planned with all entities with shared responsibility for administration, i.e., CDPs, jails, courts, and Department of Corrections.

In the future, all outpatient providers of substance use disorder treatment will be contractually required to give post correctional follow up assessment appointments within 72 hours of release. The future work flow will involve the following steps:

1. The correctional facility will ask the person which agency he/ she would like to follow up with;
2. Then the correctional facility will facilitate the person calling the agency to make a follow up assessment appointment for no later than 72 hours post release (the correctional facility may choose to make this call on behalf of the individual);
3. All future contracts with SUD providers in Pierce County will also require agencies to make outreach calls to any person who has scheduled a post correctional assessment but fails to show for the scheduled follow up. The assigned CD assessment provider will make up to 3 attempts to contact and engage the individual in rescheduling the intake assessment;
4. The contracted SUD treatment providers will be required in future contracts to notify the DCDS when any person under DOC supervision and court ordered treatment is in violation of that order.

Line item	Authority	Description	Responses to be addressed
48	RCW 70.96A.350	Criminal Justice Treatment account	Describe how you will ensure substance use disorder treatment services are provided to persons enrolled in substance use disorder treatment under the criminal justice treatment account. Describe how you will develop your local plan in conjunction with the stakeholder groups described in this section and as described in the draft PIHP contract.

Pierce County is currently allocated biennial funding from the Criminal Justice Treatment Account which is then sub-contracted out to Pierce County Alliance (PCA) and Pioneer Human Service who provide the services. Pierce County Alliance has been providing treatment services under the Criminal Justice Treatment Account for twelve (12) years and Pioneer Human Services for nine (9) years.

Ensuring SUD Treatment Using CJTA funds

In accordance with the County's Criminal Justice Plan, Pierce County Alliance shall provide alcohol and other drug treatment and treatment support services per RCW 70.96A to the following individuals:



1. Individuals with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges, and
2. Non-violent offenders within a drug court program as defined in RCW 70.96A.055 and RCW 2.28.170.

Pierce County Alliance is authorized to provide (or reimburse) any of the following services:

1. Withdrawal/Intoxication Management services (Detoxification);
2. Outpatient treatment;
3. Opiate substitution treatment;
4. Case management;
5. Intensive inpatient;
6. Long term care;
7. Recovery house;
8. Involuntary residential treatment services; and
9. Screening tests (UA screen/breathalyzer testing), limited to no more than eight (8) tests per month for each patient.

Pierce County Alliance shall use no more than ten percent (10%) of the total CJTA funds for treatment support services which are transportation and childcare services.

In addition, Pierce County and King County partnered in March 2006 and opened the doors to the Co-Occurring Residential Program (CORP), currently under a County contract with Pioneer Human Services. The co-ed facility is located in King County and is designed to serve individuals with an addiction or a substance abuse problem, that if not treated would result in addiction, against whom a prosecuting attorney in Washington State has filed charges, and non-violent offenders within a drug court program as defined in RCW 70.96A.055 and RCW 2.28.170. Individuals using CORP are criminally involved, have a co-occurring substance and mental disorder, and an emergent medical condition and/or a history of multiple admissions and premature discharges from other residential or inpatient programs. The average length of stay in the program is sixty (60) days.

Developing Future Plans

The Pierce County CJTA plan was and will continue to be developed by key stakeholders including a BHO Coordinator, Pierce County Alliance, the Drug Court Judge, and staff from Pierce County Prosecutor's Office and Department of Assigned Council.

Optum Pierce BHO is fully informed of the legal intent that supports the Criminal Justice Treatment Account. We understand that moneys in this account may be expended solely for a) substance abuse treatment and treatment support services for offenders with an addiction or a substance abuse problem that , if not treated would result in addiction, against whom charges are filed by the prosecuting attorney; b) the provision of drug and alcohol treatment services and treatment support services for nonviolent offenders with the drug court program; and c) the administrative and overhead costs associated with the operation of a drug court. We also understand that although the BHO will administer the funds, priorities and decisions for the

expending of these funds will be defined by a local CJTA Board consisting of community stakeholders.

We met with Pierce County Alliance, a SUD provider that currently manages the CJTA funds. Through this provider we acquired a full understanding of the current mechanisms of dispensation of these funds. We are also fully informed of the current priorities defined by the CJTA Board.

In summary, we have built the necessary linkages with the county and are well-positioned and prepared to administer the funds once we become a BHO.

Line item	Authority	Description	Responses to be addressed
174	RCW 71.24.340	Behavioral Health Organizations- agreements with city and county jails	Provide copies of any agreements with jails or plans for agreements with jails.

Behavioral Health Organizations agreements with City and County Jails

We have MOUs with 15 law enforcement agencies in Pierce County.

Of these, Optum Pierce RSN has MOUs with the following police departments that also have jails: Buckley Police Department and Jail, Fife Police Department and Jail, Puyallup Police Department and Jail, Puyallup Tribal Police Department and Jail. Our MOU with the Fife Police Department and Jail is provided in Attachment Iia-e. This MOU addresses the topic of assisting individuals in jail obtain Medicaid for the first time, or obtain reinstatement of Medicaid, ideally immediately upon release from jail.

Optum Pierce RSN contracts with the Pierce County Sheriff’s Department for Jail Support Services. Because we have a contract with the Pierce County Sheriff’s Department for Jail Transition services, we do not have an MOU. We have instituted a quick notification system that allows the staff to identify individuals who are in the mental health system within one day of booking.

Further, Optum Pierce RSN contracts with Greater Lakes Mental Healthcare for Jail Transition Services and Community Re-Entry Services at the Pierce County Jail. Both programs seek to engage individual inmates with mental health challenges and to connect them with services upon release. Optum Pierce RSN also has a Felony Mental Health Court. Participants in this program are supported by a FACT team.

Optum also has an internal Allied Systems Coordination Plan (ASCP) for collaborating with law enforcement agencies / jails that have decided not to sign a MOU with Optum. This document also addresses how we will work with Greater Lakes Mental Healthcare if an individual is in another jail in Pierce County and needs assistance in applying for or applying for reinstatement onto Medicaid.

Also, Optum contracts with Greater Lakes to provide a Medicaid Eligibility Specialist to assist staff from other Optum contracted providers who may be serving an individual, including one



that may be in jail, who needs assistance in applying for or applying for reinstatement onto Medicaid.

Line item	Authority	Description	Responses to be addressed
280	42 CFR 438.208(b)(1, 2, & 3)	Primary Care and coordination of health care services	Fully describe how you will coordinate services with the health care system in compliance with this provision, the PIHP contract and good practice. Provide agreements, proposed agreements and policies and procedures.

Optum Pierce BHO will work to coordinate behavioral health services with the health care system, as appropriate, to an individual’s needs.

Optum Pierce BHO’s efforts in primary care coordination of health care services will include three key areas:

- Individuals served by the BHO having an ongoing source of primary care appropriate to his or her needs, whether the source of primary care is a person or an organization formally designated as primarily responsible for coordinating the health care services furnished to individual
- Coordination of the behavioral health services provided to individuals by Optum Pierce BHO contracted providers with other managed care organizations (e.g., Apple Health Plans, Apple Health Plan contracted providers, etc.) and other systems of care
- Optum Pierce BHO’s sharing, as appropriate, with other managed care organizations that serve the individual with special health care needs the results of identification and assessment of that individual’s needs to coordinate care and prevent duplication of those activities

Optum Pierce RSN/BHO is committed to ensuring that timely communication and coordination of care occurs among Optum Pierce BHO’s contracted providers with primary care providers and other health care providers in order to facilitate an enhancement of the quality of care received by Medicaid individuals.

Further, Optum Pierce RSN/BHO recognizes that complex needs may occur with enrollees entrusted to its care, and that in order to achieve an effective plan of care coordination and support recovery and resiliency, a plan among multiple providers must occur.

Agreements, Policies and Procedures

Optum intends to pursue a variety of methods to facilitate and improve coordination among behavioral health care providers, Primary Care Providers (PCPs) and other health care providers. These include:

- Signed Releases of Information: Optum Pierce RSN/BHO’s contracted behavioral health care providers will attempt to obtain a signed *Authorization for Release of Information* (ROI) as soon as it is clinically appropriate during the intake evaluation process or as early as possible in the treatment episode so that they can communicate with PCPs and other health care providers serving the consumer. This practice allows for cooperative service planning, crisis planning, facilitating safe prescribing of medications and other information sharing to support an individual’s recovery. The attempt to obtain the ROI is documented in the individual’s clinical record;

- Referral for Care: If the individual and/or network provider identifies needs for additional services and supports for health care, the contracted behavioral healthcare provider makes appropriate referrals and provides assistance in access and linkage. Referrals and assistance are documented in an individual's clinical record;
- Memorandum of Understanding (MOU): Optum Pierce RSN/BHO established signed *MOUs* with allied partners, including MCOs/health plans, as necessary to ensure continuity of care for those individuals funded by the RSN/BHO. Because *MOUs* can detail the respective roles and accountabilities of Optum Pierce RSN/BHO and the allied partners in coordination of care and preferred methods of communication. *MOUs* are edited over time *MOUs* can be updated to accommodate new technologies and more efficient methods of communication (Attachment II f and II g – Optum WHH – DSHS-HCS Region 3 MOU -contains an example of a Memorandum of Understanding currently in place between Optum Washington Health Home and DSHS regarding care coordination. We are in the process of exploring the interest of various stakeholders and their level of readiness to execute Memoranda of Understanding with us regarding coordination of care with Optum Pierce BHO.)
- Optum Pierce RSN/BHO has a partnership with Multicare Hospital System (see Attachment II h) supporting a Mobile Integrated Healthcare Clinic that supports the medical needs of the disabled population in its network. The van travels to each mental health agency in the Pierce RSN. The staff provide physical and behavioral health care services to individuals with significant behavioral challenges who do not have a primary care provider;
- Optum Pierce RSN/BHO will use the *PreManage* tool (created by Collective Medical Technology) that notifies providers in real-time that an enrollee accessed the emergency room or is being hospitalized. As a result, contracted providers will be able to ensure coordinated care more seamlessly.
- Referral to PCPs: Optum Pierce RSN/BHO contracted providers will make referrals to PCPs when an individual is in need of medical care. This process includes assistance in locating a PCP for individuals who do not currently have one. Optum Pierce RSN/BHO providers will assist individuals in scheduling appointments as necessary;
- Develop or edit existing Optum Pierce BHO policy & procedures so:
 - That if an individual who is Medicaid-eligible does not have a PCP, the Optum contracted provider shall refer the individual to someone who can provide them with info needed/assist them enroll onto Medicaid
 - That if an individual with Medicaid does not have a PCP, the Optum contracted provider shall assist the individual in obtaining a PCP of the individual's own choice
 - That if an individual identifies a need for other services, such as special health care needs, the Optum contracted provider shall provide appropriate linkages to ensure the individual can obtain such services and the Optum contracted provider will coordinate services if appropriate
 - The Optum contracted provider shall coordinate services with other Optum contracted providers or other systems as appropriate to ensure mental health, SUD treatment, medical, and other goals in individual's treatment plan are achieved
- Referral to Emergency Rooms: Optum Pierce RSN behavioral health contracted providers will refer individuals to an emergency room when they have a medical condition that needs immediate attention or is potentially life-threatening. In such cases, the provider will contact



the emergency room as soon as possible, describe the situation, and ensure that the individual reaches the emergency room safely. Optum Pierce RSN/BHO contracted providers are also to respond to requests for information from a hospital emergency room treating an individual and receive referrals from the emergency room;

- Sharing of Information during Ongoing Treatment: communication with PCPs will occur at intake and on an ongoing basis as indicated;
- Providing Consultation: Behavioral Health contracted providers will provide consultation on enrolled individuals when requested to PCPs and documents these activities in the clinical record. Such consultation occurs only with the individual's consent unless allowed by HIPAA or RCW 71.05.390 and RCW 71.05.630.
- Outreach During Significant Events: Contracted providers will attempt outreach to PCPs (which may include phone contact) when clinically indicated, and with appropriate signed releases, during critical events that may occur with the shared enrollee.
- Primary Care Physician Contact for Children and Youth: Optum Pierce RSN/BHO contracted providers will contact the individual's PCP for children and adolescents through age 12 when clinically indicated and when consent is provided by the parents or legal guardians or by the individuals over age 13.
- Optum Pierce RSN/BHO contracted providers are responsible for obtaining signed Releases of Information to determine if an EPSDT screening has been completed by the individual's PCP, documenting their request for the results of the primary care provider's screening, and reviewing the findings, especially those that indicate the need for mental health or chemical dependency services.
- Appointment for Physical Exam: If an individual has not had a physical exam by a PCP in the past year, Optum Pierce RSN/BHO contracted providers will recommend that the individual make an appointment with a PCP and document in the clinical record that the recommendation was made.
- Documentation of Communication: Optum Pierce RSN/BHO contracted providers will document in the individual's clinical record all communication (by telephone or in writing) with PCPs or other health care providers (i.e., physician assistants, nurses, physical and occupational therapists, dentists).
- Monitoring Care Coordination: Optum Pierce RSN/BHO will monitor care coordination through on-site reviews to ensure that documentation of care coordination activities is evident in individuals' clinical records and that communication occurs within the scope of the release of information provided by the individual.
- If the individual has complex medical needs, the Optum Pierce BHO contracted provider must ensure that coordination for those with complex medical needs is tracked through the individual's person-centered treatment plan and progress notes.
- The Optum Pierce BHO contracted provider must ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team.
- All Optum Pierce BHO contracted providers will be required to follow Optum Pierce BHO Policies and Procedures pertaining to coordination with primary care physicians, emergency rooms, and other health care providers. Their adherence to these policies will be monitored during annual reviews on randomly selected records.

Line item	Authority	Description	Responses to be addressed
187	RCW 71.24.845	Behavioral health organizations - Transfers between organizations.	Discuss how your transfer process to ensure a seamless and safe transition in services, including the sharing of information. Discuss how your transfer process will work with a region that is fully integrated and is not managed by a BHO.

Transfer Process

Optum Pierce BHO plans to continue to adhere to the Inter RSN Transfer Agreement that all RSN's have agreed to adhere to. We will leverage the same process when collaborating with a fully integrated area.

In fully integrated areas, our BHO will seek to develop MOU's that meet similar guidelines to the Inter RSN Transfer Agreements. We already have collaborative sharing agreements and practices with all of the Managed Care Organizations who serve residents of Pierce County and regularly collaborate on shared consumers. We will work to develop relationships with additional MCOs who cover fully integrated regions. As a part of our BHO planning and implementation plan, the current RSN is reaching out to develop agreements with each of the MCOs that will serve the fully integrated areas which will no longer have RSN administrative oversight post April 1, 2016.

The Optum Pierce Regional Support Network currently has notification procedures established with each of the Managed Care Organizations (MCO) that serve the Pierce County region. In these agreements, Optum Pierce agrees to the following plan:

When Care Managers complete a hospital authorization or Care Management staff are notified of the detention of an individual; they immediately:

1. Check Provider one for Medicaid eligibility and Medicaid type;
2. Should the individual be covered by a Apple Health plan administered by an MCO, the Care Manager or Discharge Coordinator processing the detention or authorization should contact the designated contact person for each plan to provide notification of hospitalization,
3. For hospitalizations that occur after hours, the on-call Care Manager evenings and weekends should check P1 upon hospitalization and contact the corresponding MCO on the next business day to notify the care coordinator of the hospitalization.

For fully integrated areas which may be served by MCO's that the Optum Pierce Behavioral Health Organization is not already coordinating with, we plan to reach out to those MCO's and establish notification, care coordination and transfer of care (when necessary) agreements.

Line item	Authority	Description	Responses to be addressed
175	RCW 71.24.350	Mental Health Ombuds office	Describe plans to provide behavioral health Ombuds services that will meet the needs of those who access both the mental health and substance use disorder treatment services.



Optum Pierce RSN contracts with the Tacoma Area Coalition of Individuals with Disabilities (TACID) for Mental Health Ombuds Services. The current Ombuds program at TACID is independent of Optum Pierce RSN and independent from TACID's other programs.

It is the intention of Optum to continue to contract with TACID to provide Optum Pierce BHO's Behavioral Health Ombuds Services effective April 1, 2016. The ombudsman will be contracted to maximize the use of consumer advocates in her work by partnering with certified peer counselors and other peer advocates at contracted agencies in the delivery of trainings, in investigating and advocating for consumers who file grievances, conducting consumer surveys and other projects.

WORK PLAN:

Project Plan Key (STATUS Column)
<ul style="list-style-type: none"> ● Complete ● On track to be completed on time ● Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Introductory meetings with all SUD providers	●	March 2015	2 months	April 2015	April 8, 2015
Monthly meetings with BHO MH and SUD Providers	●	May 2015	ongoing	Ongoing	
Provider workgroups to advise RSN on policy, clinical, IT and other matters	●	August 2015	ongoing	April 1, 2016	
Define and operationalize how current SUD clients will be authorized for services on April 1, 2016	●	January 2016	2 months	March 31, 2016	
Inpatient treatment for minors: communicate the changes; ensure deliver network meets needs; identify gaps and plan to fill; coordinate with primary care	●	January 2016	2 months	February 2016	
Define acceptance of priority populations for approved treatment	●	December 2015	2 months	January 2016	
Ensure compliance with involuntary commitment RCWs; define agreements current and future to meet standards	●	October 2015	2 months	November 2015	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Ensure evaluation by CDP w/in 72 hours of release from DOC/jail	●	January 2016	2 months	February 2016	
Administer patient financial responsibility for non-Medicaid services	●	December 2015	3 months	February 2016	
Ensure SUD services are provided to individuals in CJTA account	●	September 2015	4 months	January 2016	
Ensure access to Medication Assisted Treatment	●	September 2015	5 months	January 2016	
Clarify process for involuntary commitment for 90/180 days	●	September 2015	2 months	October 2015	
Involve people with lived experience in SUD services	●	November 2015	5 months	January 2016	
Ensure agreements with Jails and Ombuds reflect status change to BHO	●	November 2015	3 months	Feb 2016	

III. COMMUNICATIONS AND STAKEHOLDER PLAN

INTRODUCTION:

The Optum Pierce RSN has a core value of collaborating in partnership with our stakeholders. As a way of emphasizing this value, we host an annual event with all our stakeholders, called the Community Conversation, during which all allied service providers, current and potential contracted agencies and any interested community members are invited to attend. This is one way in which the RSN is working proactively to identify best practices in the system as well as to collectively problem solve issues that arise. For example, from the 2015 Community Conversation, a collaborative group emerged that consists of representatives from each of the major hospital systems in the area, current mental health treatment providers and Optum Pierce Regional Support Network. The group is already working to identify gaps in the current system of care and to propose solutions that will improve the safety net in the community. In October 2015, this group will invite representatives from current SUD providers to join in the discussion as well.

Our main communication efforts at this point in time focus on supporting the Substance Use Disorder providers who are currently under contract with Pierce County:

- We hosted introductory meetings in March and April 2015;
- We have been holding monthly meetings with all providers since May 2015, during which they receive updates, provide feedback and ask questions;
- We conducted a survey, asking questions about current services provided, populations served and volume of individuals served each month. This survey also asked providers to identify areas of need or known gaps in the current system so that the RSN could have a sense of the needs that providers were aware of in the community. The results of this survey were mapped out to illustrate the service array in the current system as well as the identified areas of need.
- We visited every SUD provider agency in person;
- Multidisciplinary work groups, consisting of both MH providers and SUD providers, are currently working together to propose a System Design and Clinical Re-Design options.

The communication and stakeholder input work encompasses many aspects of care. The team identified a number of specific questions and areas in the Detailed Plan that relate directly to this plan narrative. Answers to those questions can be found below. They are:

- Describe the plan for notifying enrollees, providers, stakeholders and allied systems of changes related to BHO Integration (Question line item #245);
- Describe how to include the input of and collaborate with individuals with lived experience in designing the services (Question line item # 151);
- Ensure that advisory board membership incorporates representation of new stakeholder group (Question line item #47);
- Describe the plan for ensuring that a the Ombudsman will meet the needs of individual who are receiving/ seeking substance use disorder treatment (Question line item #175);

Looking beyond April 1, 2016, in order to continue to solicit feedback post BHO implementation about how the changes are working, as well as to identify and quickly solve problems that arise, the Optum Pierce BHO Executive Team plans to host two additional public forums in 2016. The

first is planned for 3 months after the April 1, 2016 go-live date for the BHO. This will be similar to the standard Community Conversations of the past but with a special emphasis on hearing feedback about the integration. The second community forum is planned for 6 months after the April 1, 2016 go-live date and will include the follow ups from the first forum as well as request continued feedback about the system change work. These forums will be in addition to the community outreach work that is already done by members of the Optum Pierce Regional Support Network.

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
245	42 CFR 422.208, 42 CFR 422.210, 42 CFR 431.230, 42 CFR 438(10)(f), 42 CFR 438.10(f)(3), 42 CFR 438.10(f)(6), SMD	Information requirements - enrollees.	Describe how you will notify and provide information regarding changes from BHO Integration to enrollees, providers and allied systems with whom you coordinate care.

Notifying and Providing Information to Stakeholders

As shared during a recent DBHR meeting, DSHS and HCA will do an initial communication to all enrollees about the change from a fee-for-service modality for SUD to managed care. DSHS will produce and post an updated benefits book and BHOs will be required to provide it to enrollees at the time individuals seek services. Enrollees will receive an auto-generated letter when they become eligible for Medicaid that informs them of their benefits and rights. We have created a preliminary plan for communicating with enrollees, providers and stakeholders, intent on describing the steps and timelines needed to ensure that providers, enrollees and other stakeholders have a working knowledge of this information. See Attachment IIIA for our Communication Plan.

The communication plan addresses Optum Pierce BHO Contracted Providers by category: MH Only, SUD Only, MH/SUD, and other unique categories.

The communication plan also addresses Optum Pierce BHO Enrollees: individuals who have only been Optum MH enrollees in the past; individuals who have only been PCCC SUD service recipients in the past; and Medicaid enrollees (those with no past history with either the public MH or SUD treatment system).

In order to communicate changes, including rights to consumers, we are working to update our Consumer handbook, webpage, and all related brochures and documents to incorporate the SUD services, provider contact information and timelines. These handbooks will be distributed to all

consumers who seek services at any provider as well as through the Tacoma Area Coalition of Individuals with Disabilities (TACID). Additionally, we are working with the current Ombudsman for the mental health services to expand her coverage to include SUD services. Once this is finalized, the QA/PI unit will work with her to update the brochures that she distributes to include these additional services, priorities and timelines.

Line item	Authority	Description	Responses to be addressed
151	RCW 71.24.015 (2)	Legislative intent and policy.	Describe how you will involve persons with lived behavioral health experience, their families and advocates in designing and implementing behavioral health services in compliance with this section.

Our plan addresses how we will educate our local stakeholders on the process to access SUD services and how it has changed for coordination of care and referrals.

Taking into consideration that the Pierce County Community continues to grow, we will use our website and any other communication tools (i.e. monthly newsletters to Peers, monthly Health Home newsletter, etc.) to reach out to a strong representation of stakeholders. Our current stakeholders include:

- All contracted and non-contracted CD providers in Pierce County (PC)
- Franciscan Health Care System (primacy care, ER, CD, other)
- Multicare Health Care System (primacy care, ER, CD, other)
- Community Health Care (an FQHC)
- Independent primary care practices
- PC Executive
- PC Sheriff Dept. & Jail
- PC Courts
- PC Community Connections
- Tacoma PD
- Law Enforcement
- EMS
- Community Hospitals
- ERs
- LTC Facilities AFHs, ALFs, NHs
- DSHS DCFS
- DSHS JJRA
- DSHS ESA CSO
- DSHS HCS
- City Community Service Depts.
- YMCAs
- YWCAs
- Faith Communities
- Children's Admin Contracted Agencies
- JJRA Contracted Agencies
- DOC Contracted Agencies
- Law Enforcement
- Homeless Shelters
- Homeless Coalitions
- Food Banks
- Housing Authorities
- NAMI
- CD Advocacy / Support Groups
- MH Advocacy / Support

As the BHO, we will continue to seek input about service needs, priorities, gaps and barriers from community stakeholders. Stakeholders include, but are not limited to, individuals enrolled in services, family members and advocates, organizations representing persons with disabilities, and tribal authorities.

In all discussions with stakeholders, Optum Pierce BHO will emphasize the importance of involving individuals and families enrolled in services in helping plan and coordinate services in a way that is effective and sensitive from their perspectives. For example, service recipients and family members are currently being invited to attend meetings to give input about Optum Pierce BHO system design. We will continue to solicit input after April 2016 as a way of addressing concerns related to integration.

A concerted effort will be made to recruit individuals receiving substance use services. Optum Pierce RSN/BHO has in place multiple methods for stakeholder communication including:

1. Stakeholder Participation in BHO Boards and Committees. Optum Pierce BHO invites feedback from a variety of stakeholders through participation on the following boards, committees and subcommittees that meet monthly or quarterly and are held at various sites: The Governing Board; The Behavioral Health Advisory Board; The Quality Assurance/Performance Improvement (QA/PI) Committee; The Consumer & Family Advisory Subcommittee; The Cultural Competency Subcommittee; The Quality Review Team, and the Pierce Regional FYSPT.
2. We will build stronger partnerships with peer run organizations and partner with them to recruit and invite recipients of service to consistently participate in community meetings and forums. *Speak Outs* and other Public Forums such as Community Conversations are designed to seek and include
3. Input about service needs and priorities from community stakeholders in a solution focused manner.
4. Peer Support Specialists/Family Support Specialists in the Optum Pierce BHO's Recovery & Resiliency Unit will continue to be tasked with outreach and contact with stakeholders to both communicate updated information about the BHO and to gather input from individuals receiving services in the MH and/or SUD systems.
5. Optum Pierce BHO will also continue using Consumer Satisfaction Surveys which are distributed once per year at provider sites with locked drop boxes to collect finalized surveys at each site. QA/PI staff present survey results to the Optum Pierce RSN/BHO QA/PI Committee on an annual basis, and ask for recommendations of any actions to take based on results.
6. Stakeholders are encouraged to call the toll-free number at any time if they have questions, comments, or concerns. Optum BHO staff will answer customer service lines via both local and toll free numbers to respond to service requests, inquiries, and complaints from 8:00 a.m. until 6:00 p.m. Monday through Friday, and respond to service requests, other inquiries or complaints and assist consumers, family members and stakeholders in a manner that resolves the inquiry, including the ability to respond to those with limited English proficiency or the hearing impaired



- 7. The Ombuds is required to communicate this feedback to Optum Pierce BHO through regular reports to the Quality Assurance/Performance Improvement Committee and semi-annual reports to the Optum Pierce BHO Behavioral Health Advisory Board.

Line item	Authority	Description	Responses to be addressed
47	RCW 70.96A.300	Counties may create alcoholism and other drug addiction board - generally.	Address advisory board membership in compliance with Exhibit F, BHO Advisory Board Membership.

Advisory Board

This year, the advisory group that serves the RSN changed its name and membership to incorporate the integration work. The new group is called the Behavioral Health Advisory Board and now includes members who have knowledge of the substance use disorder system through both direct service and lived experience. There are current efforts to expand the consumer and family advisory committee to include more individuals with lived experience in substance use disorder treatment.

Although the Advisory Board will only officially begin to function as a BHO Advisory Board as of April 1, 2016, our existing Board already meets the stipulated requirements:

- We currently have nine (9) Board members, seven of whom (or 78%) of the memberships are persons, parents or legal guardians of persons, with lived experience and/or self identifies as a person in recovery from a behavioral health disorder, including substance use disorder.
- We have Law Enforcement representation.
- The Board has 2 elected officials, a chair and a co-chair
- Members represent the geographic and demographic mix of service population. The Board consists of one (1) member who represents a minority group. Active efforts are underway to expand minority representation. We have reached out to a number of minority community groups in Pierce County.
- Our by-laws state that a Board member shall not be allowed to serve more than three consecutive terms, a term being defined as having a three year limit. However, Board members shall serve until their successors are appointed, and their term of office shall begin at the close of the meeting at which they are appointed. Officers shall be: Chairperson and Vice-chairperson elected by the membership. Officers shall serve for a term of one (1) year or until their successors are elected and their term of office shall begin at the close of the meeting at which they were elected.
- We do not have employees, managers or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the contractor.
- Our current Board membership includes a person who sits on the Pierce County Human Resources Advisory Board. We, however, are soliciting interest among Pierce County employees to join our Board in order to ensure additional county representation.
- One Board member has a relative who received services from the PACT team in the past. We are soliciting interest among PACT beneficiaries to join our Board in order to ensure broader consumer representation.

The current Advisory Board membership provides us with knowledge, understanding and strategic thinking regarding the formation of a behavioral health network in our County that meets the needs of the population we are and will be serving. They encourage and support the exploration of new ideas that enhance consumer satisfaction and outcomes. Optum Pierce RSN/BHO is and will share Quality Management outcomes to the Advisory Board on an ongoing basis. Board members are and will be integral to the selection of regional performance measures. We anticipate that the Board members will continue to act as a valuable resource once the BHO is formed.

Although the Advisory Board already meets the BHO requirements, we will continue to seek additional membership in order to strengthen community participation and involvement. Flyers inviting membership are currently being distributed throughout the Pierce County Community; We are also in active conversation with the Puyallup Tribe and have invited them to participate as members of the Advisory Board.

Line item	Authority	Description	Responses to be addressed
175	RCW 71.24.350	Mental health Ombuds office.	Describe plans to provide behavioral health Ombuds services that will meet the needs of those who access both the mental health and substance use disorder treatment services.

Optum Pierce RSN contracts with the Tacoma Area Coalition of Individuals with Disabilities (TACID) for Mental Health Ombuds Services. The current Ombuds program at TACID is independent of Optum Pierce RSN and independent from TACID's other programs.

We will contract with TACID to provide Optum Pierce BHO's Behavioral Health Ombuds Services effective April 1, 2016. The ombudsman will be contracted to maximize the use of consumer advocates in her work by partnering with certified peer counselors and other peer advocates at contracted agencies in the delivery of trainings, in investigating and advocating for consumers who file grievances, conducting consumer surveys and other projects.

WORK PLAN:

Project Plan Key (STATUS Column)
<ul style="list-style-type: none"> ● Complete ● On track to be completed on time ● Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Communicate updates about HHO to NAMI, MH Providers, SUD providers, BHAB, Consumer and Family Groups, Optum staff	●	September 2015	8 months	April 1, 2016	

Survey all current SUD providers about their services	•	July 2015	4 months	October 2015	September 28, 2015
Update Consumer Handbook	•	December 2015	4 months	March 31, 2016	

IV. NETWORK ANALYSIS AND DEVELOPMENT PLAN

INTRODUCTION:

The Optum Pierce RSN recognizes that network assessment, analysis, development and contracting are essential components of the work to transition from an RSN to a BHO. Because this work is central to the success of the future BHO, the assessment phase started the day that the RSN received confirmation that Pierce County was not going to become an early adopter region. Within 24 hours of this announcement, our CEO met with County leaders to begin planning the dual mission of outreach to the currently contracted SUD providers and the analysis of the current system of care for Pierce County residents who need substance use disorder treatment services.

As of October, 2015, the Optum Pierce Regional Support Network has already taken multiple steps toward network mapping, engaging current network providers for both SUD and mental health in dialogue about current gaps in addition to future system needs and outreach to current providers with the goal of establishing partnerships with those who are already serving the County's residents. Early efforts included establishing contact lists of current providers and setting up meetings between Optum Pierce RSN senior leaders and the senior leaders of the County's currently contracted substance use providers. We also hosted a two-day event that brought the leaders of the SUD services together with Optum, and then added in the currently contracted mental health providers for a system-wide dialogue. Through these efforts, Optum has sought to be transparent about the plans, timelines and next steps with all system partners and potential future system partners.

Following the two meetings events, the BHO Implementation team responded to the request of those in attendance to host monthly meetings that bring together leaders from SUD and mental health agencies. This has already begun to foster improved relationships and partnerships between the leaders in each system. Members who come to the monthly meetings had an opportunity to serve on the multi-system design teams of the Systems Design work group and the Clinical Design workgroup. These workgroups include representatives from each sector of the provider groups--SUD, mental health, children's services—and provided leadership in developing the vision for the future of the integrated system. Once the vision was established, the Clinical Design work group was tasked with creating concrete tools to fulfill the shared values of "no wrong door," warm handoffs between system partners, and care coordination for those who need support in navigating the system.

Creating a map of the current system of care required a multi-pronged approach. The Executive Director and Senior Director of Operations for the Optum Pierce RSN met with each of the currently contracted providers to discuss services offered and to begin the dialogue regarding each provider's readiness for the upcoming changes. Additionally, the RSN Executive Team requested current service usage/ cost information from the state. In order to give us the most complete view of the current array and volume of services being consumed in the current system, we sent all currently contracted (with the County) SUD leaders a survey. In this confidential survey, providers were asked to identify the services provided, the volume of services currently providing as well as capacity, and population serving. The responses to each of these inquiries were mapped by population served, geographical area and capacity. This enabled leaders to identify potential system gaps. In response to potential gaps, the Optum Pierce RSN will engage

in outreach to potential future contractors who may be interested in applying to become a provider in the new system of care.

Implementation Plan

Our BHO Implementation Plan describes additional future steps such as: educating potential contracted providers about the process for applying to join the network; selecting the providers that will best meet the needs of the system of care, while ensuring that the array is sufficient to meet all of the identified needs; ensuring capacity to address needs of the priority populations; and updating our geo-mapping to determine if there are geographical gaps to fill. The final steps in preparing for our April 2016 implementation will involve developing standard SUD contracts and Statements of Work for the new contracted providers and finally, offering contracts to those providers who will make up the SUD services of the new Optum pierce BHO.

Following the April 1, 2016 start date, the Optum Pierce BHO leaders will include the new SUD providers in the monthly practice of month end reviews. This is a monthly meeting that the current RSN has with the leaders of each organization to look at data, current volume, performance against goals and contract deliverables, and to solve any issues that arise on either side of the contract. This gives agencies and the RSN an avenue for quick feedback and problem solving on a regular basis. Currently contracted mental health providers report that they value this time. In the early phases of implementation, we also see this as a way to quickly identify areas of needed additional support or technical assistance.

Through these efforts, we feel confident that there will be a robust network to serve the substance use disorder treatment needs of the residents of Pierce County on April 1, 2016 and across the contract period. With the support of stakeholders, advisory boards and other system partners, we also anticipate continued growth as we strive to continuously improve the services offered in response to emerging community needs.

Network Analysis and Development Planning

The Network Analysis and Development planning for the BHO involves several areas. The team identified the following specific questions and areas that relate directly to this plan including:

- Describing the system of care for the full continuum of care for substance use disorder treatment (Question line item #19);
- Providing a detailed analysis of delivery system, including the plan for ensuring an adequate network of providers to include care for priority populations, show consideration of Medicaid expansion populations and share a list of contracted providers/ anticipated contracted providers (Question line item #273);
- Contracting with Substance Use Disorder treatment providers, describing services offered (Question line item #287);
- Describing the documentation BHO is prepared to submit to DSHS on a periodic basis to demonstrate the adequacy of the network (Question line item #279).
- Describing how the BHO will offer contracts to managed care systems to promote access to both substance use disorder and mental health treatment for individuals who have medical co-morbidities (Question line item #5);
- Describing sub-contractual relationships and delegation (Question line item #290);

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
273	42 CFR 438.206(b) (1)	Delivery network.	<ol style="list-style-type: none"> 1. Provide a detailed analysis of your delivery network that demonstrates that the network: <ol style="list-style-type: none"> a. Is or will be supported by written agreements. b. Is sufficient to provide adequate access to all services covered under the contracts, and, if it is not sufficient, provides a plan to correct the deficiency. Consider the time and distance standards in the draft PIHP contract attached. c. Considers anticipated Medicaid enrollment, expected utilization, provider requirements (number and type), provider capacity, and location and physical access to providers. Include how language and cultural considerations will be addressed. d. Includes providers who can meet the needs of pregnant women, as identified in the contracts as a special healthcare need, with a Substance Use Disorder diagnosis. e. Includes providers who can address the needs of individuals who have either been referred through the Department of Corrections, Drug Courts or identified through activities funded by the Criminal Justice Treatment Account. 2. Provide a list of contracted or anticipated contracted providers and the services they will provide, based on the state plan modalities and state funded priority services as described in the draft contracts and supplemental SUD Service descriptions. 3. Describe the documentation and provide a sample format that you would be prepared to submit to DSHS on a periodic basis to demonstrate the sufficiency of your network.

And:

Line item	Authority	Description	Responses to be addressed
19	RCW 70.96A.080	Comprehensive program of treatment.	<p>(1) Describe your system of care for substance use disorder treatment. Include specifically how it will include a full continuum of care, in accordance with ASAM levels of care as described in the PIHP Draft Contract that includes withdrawal management, residential treatment and outpatient treatment for youth, pregnant and parenting women, and adults. (2) Describe how you will fund the services and incorporate and coordinate with public and private resources. (3) Describe how you will address emerging substance use disorder challenges, such as new trends in opiate, methamphetamine or marijuana use and treatment.</p>



1. Analysis of Network Delivery Design

When we began to formulating our future BHO network we remained rooted in our goal to ‘design for care’, meaning we envision a system of care that is person-centered, that meets various needs of the people entrusted to our care. To achieve this goal we took into consideration a number of variables:

1. Provider standards

At the time of application for inclusion in network future providers will submit a list of their staff (positions and credentials), their quality management plan, their agency complaint and grievance procedure, their critical incident notification form, their MIS disaster plan, their ADA facilities plan and compliance reviews.

We will contract with providers who:

- Have demonstrated commitment and experience in serving low income populations;
- Have demonstrated commitment and experience serving persons who have mental illness, chemical dependency, or co-occurring disorders;
- Have demonstrated commitment to and experience with partnerships with county and municipal criminal justice systems, housing services, and other critical support services necessary to achieve the outcomes established in RCW 43.20A.895, 70.320.020, and 71.36.025.

To ensure that providers offer a safe environment with high-quality treatment we will include a malpractice questionnaire into their application packet.

We will be giving consideration to past and current performance as well as to participation in other state or federal behavioral programs as a contractor.

We do not plan to contract with individual practitioners but rather with agencies that are licensed or certified by the State of Washington.

Optum Pierce BHO will have fully-executed, written provider contracts with SUD providers. An example of a provider contract with a mental health agency can be found in Attachment IVa Sample Optum Pierce RSN – Terms and Conditions and Attachment IVb – Sample Pierce RSN Adult Outpatient mental health Statement of Work.

2. Service location

In 2012, concerned about accessibility of services, we created a geomap of the Medicaid population in our county. Pierce County is a large county covering 1,806 square miles, comprised of both urban and rural areas. Our geomap ‘Medicaid Accessibility Analysis’ displayed the residences of all covered lives in Pierce County. It also showed the location of currently contracted providers, including their satellite offices, major hospitals in the region, residential treatment facilities and correctional facilities. This exercise allowed us to analyze and thus correct existing accessibility challenges. We wanted to ensure adherence to the required standard driving times, namely less than 30 minutes for rural residents and public transportation standards not to exceed 90 minutes for urban residents. Since 2012, mental health providers have continued to expand their geographic service coverage. For example, Greater Lakes Mental

Health Services opened a satellite office in East Pierce County and will shortly open one in South Pierce. Multicare opened up a satellite office in West Pierce County.

During the upcoming months and prior to becoming a BHO we will refresh our geomapping data. The steady population growth, as well as the recent Medicaid Expansion trends, warrant an update of our accessibility data. These findings will further guide our network design decisions.

3. Population profiles

We evaluate service capacity and accessibility taking into consideration a number of different population groups:

- Age (children, youth, adults, elderly)
- Ethnicity (Caucasian, African-American, Asian or Pacific Islander, American Indian, and Native Hawaiian)
- Hispanic Origin
- Gender (male, female, transgender)

4. Service types

We will ensure that the Pierce BHO network is able to provide all the following services:

- Adult Outpatient (including Intensive Outpatient Services)
- Youth Outpatient
- Acute Detoxification
- Residential
- Outpatient services for Pregnant Parenting Women
- Outpatient services for Department of Correction adults
- Drug Court
- Opioid substitution services
- Needle exchange services

5. Provider capacity

Optum Pierce RSN conducted a capacity survey of the SUD providers in the region, examining utilization data such as volume of patients served, wait lists and related data.

We also created a readiness review tool that allows us to assess what the capabilities are of these providers to perform the necessary managed care functions, such as utilization and quality management.

6. Service data

Optum Pierce closely monitors the following data elements:

- Utilization by service and provider, as well as Medicaid enrollment forecasts.

7. Health trends

Opiates

We monitor health trends as part of our ongoing evaluation of network sufficiency. Recently, Pierce County has reported an increase in opiate use. For example, Pierce County Community Connections reports that over 60% of individuals admitted to Tacoma Detoxification Center are using opioids. Data in the SCOPE system indeed indicates that the percentage of individuals using heroin and admitted for detoxification services in Pierce increased from 25% in FY2012 to 50% in FY2015. See table below.

Heroin as Primary Substance Abused Upon SUD Treatment Admission into Detox in Pierce County

Time Period	Count of SUD Treatment Admissions into Detox for Heroin as Primary Substance Abused	Total Count of SUD Treatment Admissions into Detox	% of SUD Treatment Admissions into Detox for "Heroin" as Primary Substance Abused (Out of Total SUD Treatment Admissions into Detox)
July 2014 – June 2015	455	907	50%
July 2013 – June 2014	461	1,039	44%
July 2012 – June 2013	298	994	30%
July 2011 – June 2012	244	991	25%

Methamphetamines

SCOPE data indicates that meth is the drug of choice for 20% to 25% of the individuals who seek outpatient SUD services. Providers report that methamphetamine abuse has remained high among pregnant/postpartum/parenting women for a number of years.

Marijuana

86% of youth presenting for outpatient SUD services report using marijuana. Some professionals expect that number to increase as a result of the WA initiative that passed two years ago and legalized marijuana.

2. List of Contracted or Anticipated Providers

Based on the above variables we will be with the following SUD providers in our region:

		Youth	Adult	Location	Specialty
Outpatient SUD	MDC	Yes	Yes	Various	
	Pioneer		Yes	Tacoma	Criminal justice
	Consejo	Yes	Yes	Tacoma	Hispanic
	Pierce County Alliance		Yes	Tacoma	Criminal justice DOC clientele

		Youth	Adult	Location	Specialty
					Drug Court
	Multicare behavioral health		yes	various	Includes MAT services
	Asian Counseling	yes	yes	South Pierce	Asian
	Foundation for multicultural solutions	Yes	Yes	Tacoma	Hispanic
	Gig Harbor Counseling	Yes	Yes	Gig Harbor	
	SeaMar	Yes	Yes	East Pierce	Various Including PPW
	Northwest Center for integrated health		Yes	East Pierce	Includes MAT services
Residential	Prosperity Wellness		Yes	East Pierce	Female only
	SeaMar		Yes	Tacoma	
Detoxification	MDC		Yes	Tacoma	
	Prosperity Wellness		Yes	East Pierce	Female only
Opioid substitution treatment and outreach	Tacoma/Pierce Department of Health		Yes	Tacoma	Methadone clinic
	Point Defiance Needle Exchange Program		Yes	Tacoma	

See Attachment IVc PCCC Currently Contracted SUD Providers for a list of SUD providers who are currently under contract with Pierce County.

We are continuing to analyze our community's needs and anticipate doing so after the April 1 implementation date of the BHO. Interviews of the SUD providers and data reports appear to indicate that additional detoxification services will be needed in the future.

Also, although a number of providers are currently providing Medication-Assistant Treatment services we anticipate having to expand this modality to address the growing needs.

Specialty Populations/Services

Optum Pierce BHO is committed to meet the needs of specialty populations such as:

1. Pregnant and Parenting Women

The services for Pregnant and Parenting Women will offer a full continuum of care, in accordance with WAC 388-877 and WAC 388-877B. They will include:

- Gender specific assessment and treatment services;
- Referral of parent for primary medical care, and therapeutic interventions for pregnant, postpartum, or parenting persons which may address issues of relationships, sexual and physical abuse, and parenting skills;
- Childcare while pregnant, postpartum and parenting persons are receiving services;
- Referral of children in custody of parenting persons in treatment for primary pediatric care, including immunizations;
- When necessary, provision of, or referral to other service agencies for, therapeutic interventions for children in custody of parenting persons in treatment which may, among other things, address their developmental needs, issues of sexual and physical abuse, and neglect;
- Parenting persons actively using substantial amounts of alcohol or other substances will be assessed as priority for placement in a detoxification facility, an inpatient/residential treatment program, or involuntary treatment services;
- Establishing working linkages and referral agreements with community agencies to ensure proper primary pediatric care for children in the custody of parenting persons in treatment. The Contractor shall ensure that case management and transportation to health and treatment services are made available; and
- Offering outpatient treatment services in accordance with an individualized service plan which addresses the specific issues noted in the assessment and is appropriate for chemically dependent parenting persons.

2. Department of Corrections' offenders

As stipulated in the recent Interagency Agreement between DSHS and DOC, Optum Pierce BHO will ensure that outpatient services are provided to DOC offenders. Three of the current providers within the community have already developed expertise in this area. We are awaiting further instructions about the required service interventions from DSHS.

3. Criminal Justice Treatment Account

Optum Pierce BHO is fully informed of the legal intent that supports the Criminal Justice Treatment Account. We understand that moneys in this account may be expended solely for a) substance abuse treatment and treatment support services for offenders with an addiction or a substance abuse problem that, if not treated would result in addiction, against whom charges are filed by the prosecuting attorney; b) the provision of drug and alcohol treatment services and treatment support services for nonviolent offenders with the drug court program; and c) the administrative and overhead costs associated with the operation of a drug court. We also understand that although the BHO will administer the funds, priorities and decisions for the expending of these funds will be defined by a local CJTA Board consisting of community stakeholders.

We met with Pierce County Alliance, a SUD provider that currently manages the CJTA funds. Through this provider we acquired a full understanding of the current mechanisms of

dispensation of these funds. We are also fully informed of the current priorities defined by the CJTA Board. In sum, we are well-positioned and prepared to administer the funds once we become a BHO.

4. Drug Court

Optum Pierce BHO will continue to support the activities of the Adult Drug Court in Pierce County. These services are currently provided by the Pierce County Alliance, a SUD provider in the region. We will include this provider into the BHO network.

Levels of Care

The SUD provider network described above can provide the following levels of care, as identified by ASAM:

- OTP – Level 1: Opiate Treatment Program
- Level 1: Outpatient for youth, adults, and a Pregnant Parenting Women (PPW)
- Level 2.1: Intensive Outpatient for youth, adults, and PPW
- Level 3.5: High Intensity Residential (Adults) / Medium Intensity Residential (Youth)
- Level 3.2: Acute (16 bed capacity, 2 beds may be used for youth) and Sub-Acute Withdrawal Management Programs (4 bed capacity, adults)

Funding for Services

Optum Pierce BHO will rely on the following funding sources to support the above services, using the Funding Source Matrix provided by DBHR in June of 2015:

- Medicaid
- State funds
- SAPT grants (federal block grants)
- CJTA
- Drug Court funds

Line item	Authority	Description	Responses to be addressed
279	42 CFR 438.207 (b & c)	Documentation of adequate capacity and services.	Describe the documentation that you would be prepared to submit to DSHS on a periodic basis to demonstrate the sufficiency of your network.

Submission of documentation of BHO Provider Network to DSHS/DBHR

Optum Pierce BHO will submit documentation:

- At the time of the initial BHO contract
- Annually thereafter, and
- Whenever there is a significant change in BHO network capacity
- We propose to include the following information:
- Name of the Optum Pierce BHO contracted providers,



- Mental health and/or substance use disorder service(s), preventative, primary and specialty services offered by each contracted provider, and
- Geographic location(s) where DBHR-certified the contracted provider to provide the service(s)
- Capacity of each entity

We will also identify any challenges in the number, mix and/or geographic distribution of the providers / services in the network, if any exist, and what actions are being taken to address the matter. See Attachment IVd BHO Network Description: Providers, Services and Network Sufficiency.

Line item	Authority	Description	Responses to be addressed
287	42 CFR 438.12(a)(2), 42 CFR 438.214	Contracts with providers.	Provide a list of contracted or anticipated contracted providers and the services they will provide.

Optum Pierce RSN currently contracts with a number of mental health provider organizations throughout Pierce County. A list can be found in Attachment IVe Currently Contracted Optum Pierce RSN Mental Health Providers.

As mentioned above we are contracting with SUD providers who are currently under contract with Pierce County.

Line item	Authority	Description	Responses to be addressed
5	RCW 43.20A.896	Behavioral health organizations - access to chemical dependency and mental health professionals.	Describe how you will comply with the requirement to offer contracts to managed health care systems or primary care practice settings to promote access to the services of chemical dependency professionals and mental health professionals for the purposes of integrating such services into primary care settings for individuals with behavioral health and medical comorbidities. Provide a list of existing contracting arrangements and a description of planned efforts to promote clinical integration.

As discussed during various state meetings and with the State’s Adult Task Force, MCOs and/or Primary Care Settings serving Pierce County residents do not currently employ chemical dependency professionals who could support integration services, nor will they be able to access this resource in the near future due to a severe workforce shortage with respect to this discipline. However if, during the contract period, that organizations in Pierce County do develop that capacity, we will collaborate with the organization(s) to promote clinical integration.

Line item	Authority	Description	Responses to be addressed
280	42 CFR 438.208(b)	Primary care and coordination of health	Fully describe how you will coordinate services with the health care system in compliance with this provision, the PIHP contract and good practice. Provide agreements,

	(1, 2, & 3)	care services.	proposed agreements and policies and procedures.
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Optum Pierce BHO is fully committed to coordinating behavioral health services with the health care system. Ensuring that individuals with behavioral health and medical co-morbidities have their services integrated is an important goal.

As an RSN we have already identified and implemented a number of strategies to put this level of integration into practice. For example:

- MultiCare Health System, one of our contracted providers, operates a mobile integrated health clinic that drives to the different mental health agencies in our network on a weekly basis. For individuals to qualify for an appointment in this program, they must be eligible for RSN services. The staff consists of an ARNP and other nursing staff. Optum funds and supports the use of peers to provide information and support. Multicare also has mental health staff co-located at their primary care clinics to better serve and reach out to individuals who are eligible for RSN services.
- Greater Lakes Mental Health Services, another contracted provider, also has mental health staff co-located at a number of primary clinics in Pierce County.
- Optum Pierce WA also serves as a Health home lead entity in 22 Washington counties. In that capacity we contracted with 24 Care Coordination Organizations, providing care coordination services to individuals with 1 or 2 chronic conditions, including medical, mental health and chemical dependency challenges.

Going forward, our focus on integration with primary care will focus on three key areas:

- We will require that our network providers identify and document an ongoing source of primary care for each individual served. The primary care provider must be appropriate to the individual's needs, whether the source of primary care is a person or an organization formally designated as primarily responsible for coordinating the health care services furnished to individual;
- We will put into operations an array of coordination functions of the behavioral health services with managed care organizations (e.g., Apple Health Plans, Apple Health Plan contracted providers, etc.);
- Optum Pierce BHO will explore the feasibility of sharing, as appropriate, health care information with other managed care organizations to improve coordination and collaboration.

To facilitate access to primary care services we are exploring a number of methods/options:

- Signed Releases of Information Optum Pierce BHO's behavioral health care providers are required to obtain a signed *Authorization for Release of Information* (ROI) as soon as it is clinically appropriate during the intake evaluation process or as early as possible in the treatment episode so that they can communicate with PCPs and other health care providers. This practice allows for cooperative service planning, crisis planning, facilitating safe prescribing of medications and other information sharing to support an individual's recovery. The attempt to obtain the ROI is documented in the individual's clinical record;
- Referral for Care: If the individual and/or network provider identifies needs for additional services and supports for health care, the behavioral healthcare provider makes appropriate



referrals and provides assistance in access and linkage. Referrals and assistance are documented in an individual's clinical record;

- Memorandum of Understanding (MOU): Optum Pierce RSN/BHO established signed *MOUs* with allied partners, including MCOs/health plans, as necessary to ensure continuity of care for those individuals funded by the RSN/BHO. These *MOUs* detail the respective roles and accountabilities of Optum Pierce RSN/BHO and the allied partners in coordination of care and preferred methods of communication. *MOUs* are edited over time and are updated to accommodate new technologies and more efficient methods of communication. We are in the process of exploring the interest of various stakeholders and their level of readiness to execute Memoranda of Understanding with us regarding coordination of care with Optum Pierce BHO. Examples of current MOUs are provided in Attachments IIf, IIg and IIh.
- Optum Pierce RSN/BHO has a partnership with Multicare Hospital System supporting a Mobile Integrated Healthcare Clinic that supports the medical needs of the disabled population in its network. The van travels to each mental health agency in the Pierce RSN. The staff provide physical and behavioral health care services to individuals with significant behavioral challenges who do not have a primary care provider;
- Optum Pierce RSN/BHO will use the *PreManage* tool (created by Collective Medical Technology) that notifies providers in real-time that an enrollee accessed the emergency room or is being hospitalized. As a result, providers will be able to ensure coordinated care more seamlessly.
- Referral to PCPs: Optum Pierce RSN/BHO providers will make referrals to PCPs when an individual is in need of medical care. This process includes assistance in locating a PCP for individuals who do not currently have one. Optum Pierce RSN/BHO providers will assist individuals in scheduling appointments as necessary;
- Develop or edit existing Optum Pierce RSN policy & procedures so:
 - That if an individual who is Medicaid-eligible does not have a PCP, the Optum contracted provider shall refer the individual to someone who can provide them with information needed and/or assist them to enroll onto Medicaid
 - If an individual with Medicaid does not have a PCP, the Optum contracted provider shall assist the individual in obtaining a PCP of the individual's own choice
 - If an individual identifies a need for other services, such as special health care needs, the Optum contracted provider shall provide appropriate linkages to ensure the individual can obtain such services and the Optum contracted provider will coordinate services if appropriate
 - The Optum contracted provider shall coordinate services with other Optum-contracted providers or other systems as appropriate to ensure mental health, SUD treatment, medical, and other goals in individual's treatment plan are achieved
- Referral to Emergency Rooms: Optum Pierce RSN behavioral health providers will refer individuals to an emergency room when they have a medical condition that needs immediate attention or is potentially life-threatening. In such cases, the provider will contact the emergency room as soon as possible, describe the situation, and ensure that the individual reaches the emergency room safely. Optum Pierce RSN/BHO providers are also to respond to requests for information from a hospital emergency room treating an individual and receive referrals from the emergency room;



- **Sharing of Information during Ongoing Treatment:** communication with PCPs will occur at intake and on an ongoing basis as indicated;
- **Providing Consultation:** Behavioral Health providers will provide consultation on enrolled individuals when requested to PCPs and documents these activities in the clinical record. Such consultation occurs only with the individual's consent unless allowed by HIPAA or RCW 71.05.390 and RCW 71.05.630.
- **Outreach During Significant Events:** Providers will attempt outreach to PCPs (which may include phone contact) when clinically indicated, and with appropriate signed releases, during critical events that may occur with the shared enrollee.
- **Primary Care Physician Contact for Children and Youth:** Optum Pierce RSN/BHO providers will contact the individual's PCP for children and adolescents through age 12 when clinically indicated and when consent is provided by the parents or legal guardians or by the individuals over age 13.
- **Optum Pierce RSN/BHO providers are responsible for obtaining signed Releases of Information to determine if an EPSDT screening has been completed by the individual's PCP, documenting their request for the results of the primary care provider's screening, and reviewing the findings, especially those that indicate the need for mental health or chemical dependency services.**
- **Appointment for Physical Exam:** If an individual has not had a physical exam by a PCP in the past year, Optum Pierce RSN/BHO providers will recommend that the individual make an appointment with a PCP and document in the clinical record that the recommendation was made.
- **Documentation of Communication:** Optum Pierce RSN/BHO providers will document in the individual's clinical record all communication (by telephone or in writing) with PCPs or other health care providers (i.e., physician assistants, nurses, physical and occupational therapists, dentists).
- **Monitoring Care Coordination:** Optum Pierce RSN/BHO will monitor care coordination through on-site reviews to ensure that documentation of care coordination activities is evident in individuals' clinical records and that communication occurs within the scope of the release of information provided by the individual.
- **If the individual has complex medical needs, the Optum Pierce BHO provider must ensure that coordination for those with complex medical needs is tracked through the individual's person-centered treatment plan and progress notes.**
- **The Optum Pierce BHO provider must ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team.**

All Optum Pierce BHO providers will be required to follow Optum Pierce BHO Policies and Procedures pertaining to coordination with primary care physicians, emergency rooms, and other health care providers. Their adherence to these policies will be monitored during annual reviews on randomly selected records.

Line item	Authority	Description	Responses to be addressed
290	42 CFR 438.6(l), 42 CFR 438.230(a), 42 CFR 438.230(b) (1, 2, & 3), SMM 2087.4	Subcontractual relationships and delegation.	Provide sample subcontracts and/or delegation agreements. Provide policies and procedures for subcontracting and delegation that address these regulatory requirements and specifically address how subcontracted/delegated entities are evaluated and monitored. Provide the most recent monitoring reports for three entities. Describe in detail your current and planned subcontracting/delegation activities for substance use disorder treatment services.

Please see following attachments pertaining to sub-contractual relationships and delegation:

- Attachment IVf Sample Optum Pierce RSN Terms and Conditions
- Attachment IVg Sample Optum Pierce RSN Adult and Older Adult Outpatient Mental Health Services Statement of Work
- Attachment VIIIb and VIIIc Most recent Optum Pierce RSN Monitoring Reports for two providers:
 - Greater Lakes Recovery Center 2014 Annual Agency Review Report FINAL
 - Recovery Innovations 2014 Annual Agency Review Report FINAL
- Attachment IVi-m Optum Pierce RSN Policies & Procedures:
 - Attachment IVi Provider Credentialing and Re-Credentialing (Pierce RSN AD 03)
 - Attachment IVj Network Adequacy (Pierce RSN AD 11)
 - Attachment IVk Compliance – Fraud & Abuse (Pierce RSN AD 01)
 - Attachment IVl Provider Training (Pierce RSN AD 13)
 - Attachment IVm Administrative and Clinical Reviews (Pierce RSN QA 08)

Our current and planned subcontracting activities for SUD providers is as follows:

Below is an outline of Optum Pierce’s current and planned SUD provider activities.

1. Optum Pierce RSN has held “Monthly BHO” Meetings with our currently contracted RSN providers and SUD providers in Pierce County to provide BHO updates since March 2015.
2. We review DSHS BHO documents as they are released / updated, including the BHO RFI, draft DSHS – BHO Contract.
3. Since the beginning of 2015, Optum Pierce has been gathering information about SUD treatment services in Pierce County. Information about SUD provider organizations’ current services, programs, licenses & certifications, reimbursement / funding, service locations, staffing levels is being obtained via a variety of methods, including:
 - a. Provider meetings
 - b. Site visits to SUD provider service locations

- c. Past and current copies of Pierce County Community Connections SUD Provider Contracts and Amendments
 - d. Past and current copies of DSHS – Pierce County Community Connections Contracts and Amendments
 - e. Budget and funding documents regarding past and current funding for SUD treatment services in Pierce County
 - f. Past and current mix of SUD services provided by SUD provider organizations in Pierce County
4. After Optum Pierce finishes gathering the above mentioned information and data, as well as other information, we will complete our analysis and determine our provider network
 5. Revise and finalize Optum Provider Application as appropriate for the provider selection process used
 6. Revise and finalize Optum Provider Contracts
 7. Meet with Prospective BHO Providers as appropriate
 8. Receive Completed Optum BHO Provider Applications with all required documents
 9. Review and approve Optum BHO Provider Applications
 10. Issue Optum BHO Provider Contracts for signature
 11. Receive fully executed Optum BHO Provider Contracts
 12. Revise, Finalize and Issue Optum Pierce Policies and Procedures
 13. Schedule and Provide Basic Optum Pierce Orientation and Training to Newly Contracted Providers / Existing Providers with New Contracted Programs
 14. Schedule and Provider Optum Pierce Behavioral Health Coordination Provider Training
 15. Schedule Month End Review Meetings with Newly Contracted Optum Pierce BHO Providers

WORK PLAN:

Project Plan Key (STATUS Column)

- Complete
- On track to be completed on time
- Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Assess need for MAT services	●	September 2015	4 months	December 2015	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Identify network needs – full spectrum of SUD and integrated care system	●	September 2015	3 months	November 2015	
Define BHO network, ensuring priority populations are served within timelines	●	September 2015	4 months	December 2015	
Distribute network provider applicants, application and credentialing forms	●	December 2015	2 months	January 2016	
Based on survey results, create system array to identify gaps in care and capacity issues	●	September 2015	4 months	December 2015	
Update geomapping	●	November 2015	2 months	December 2015	
Implement new provider services as identified through gap analysis	●	November 2015	2 months	December 2015	
Meet with managed care plans to maximize integration with medical services	●	November 2015	3 months	January 2016	
Develop boilerplate contracts and submit for review.	●	January 2016	2 months	February 2016	

V. STAFFING AND WORKFORCE ANALYSIS AND DEVELOPMENT PLAN

NARRATIVE

Optum Pierce BHO staffing and training

In order to be ready for an April 1, 2016 go live date for the proposed BHO, the Optum Pierce Regional Support Network Executive team began an analysis of additional Optum staffing needs prior to this date. This process included researching the credentialing requirements for staff at the BHO level and at the provider level. Please see Attachment Va for our organizational chart. The RSN Executive team currently is developing the recruitment and training timeline, which calls for bringing on staff in two distinct phases: Phase One is the planning/ preparation for BHO staffing additions and Phase Two is the hiring and training of the team.

We anticipate hiring nine additional staff:

- Two (2) Care Managers
- One (1) Discharge Coordinator
- Two (2) Quality Analysts
- One (1) Provider Relations Specialist
- One (1) Business Analyst
- One (1) Data Analyst
- One (1) Accounting Specialist

To meet the workforce development requirements of existing and new staff, the RSN Executive Team is creating a training plan and schedule. Needs and topics identified to date include but are not limited to: Co-occurring disorder treatment, ASAM Levels of Care, new programs and providers in the network, new deliverables, updated workflows, timelines for SUD authorizations/ reviews and identification of priority populations.

Future BHO Workforce Challenges

In considering the workforce needs of our future provider network, Optum Pierce RSN sent each of the SUD providers who are currently contracted with Pierce County—as well as those mental health provider agencies currently contracted with Optum Pierce RSN—a workforce survey. This survey asked about current staffing levels and work force types that were difficult to fill, leaving gaps in agency staff.

The results of this survey were compiled into an aggregate view and shared during a joint MH and SUD Provider Meeting. Providers shared ideas and suggestions to help solve for difficulties hiring and retaining the staff identified in the survey as most critically needed: mental health professionals, medication prescribers and dually licensed mental health/chemical dependency providers. Shortages of these provider types in the state remain a challenge for the emerging integration work. The group agreed that work to develop the expertise within existing staff as well as collaborating with graduate schools to ensure that the new graduates are prepared to enter a changing workforce are necessary components of the plan.



Training Plan for Providers

We plan on offering a number of trainings to the entire network of providers, including but not limited to such topics as:

- Orientation to Optum Pierce BHO
- Orientation to managed care and utilization management
- Compliance Training including prevention of fraud, waste and abuse
- Identification and reporting of fraud, waste, abuse and whistleblowing
- Grievances/complaints/critical reporting requirements and timelines
- Cross-trainings as needed on SUD, mental health and co-occurring disorder presentations
- Practice of Care Coordination
- Practice of Whole Person Care
- Practice of Recovery and Resiliency
- Introduction to Medication Assisted Treatment
- Privacy Rules
- Cultural Competency

The RSN level QA/PI committee identified training needs for the currently contracted mental health providers, including the Designated Mental Health Professionals (DMHP's) in: collaboration with SUD providers, an introduction to medication assisted treatment (MAT), refresher on whole person care approaches and training on system innovations that have been developed by the BHO implementation group's work groups (including a welcome screen and care coordination services).

In addition, Optum Pierce IT staff will provide onsite AVATAR training and ongoing technical support to the new SUD providers, making it possible for them to report accurate and timely data required by contract.

The Optum Pierce RSN will give contracted agency staff free access to the *Relias* network for a rich array of CEU and other learning opportunities.

A key area of workforce development supported by the Optum Pierce RSN and contractors is the training, hiring and support of peer support specialists. As the BHO, we intend to advocate for the inclusion of and ability to code for the peers employed by substance use disorder treatment providers. Peers have been an invaluable resource to the residents of Pierce County with respect to mental health treatment and have much to offer the SUD treatment providers. There is great support for this type of advocacy among the SUD providers in Pierce County at this time. In order to support the ongoing training of peer support specialists, Optum Pierce RSN is currently offering and will continue to offer mental health certified peer counselor training, Whole Health Action Management (WHAM), and advanced certified peer counselor trainings to the peer wellness coaches across the system of care. The Optum Pierce RSN and contractors will advocate at state and national levels for the ability to employ SUD peers in similar ways.

In order to ensure that all staff have not only the needed training, but also have supervisors who are knowledgeable about these areas, the RSN Executive Team will support the QA/ PI manager in monitoring that all supervisors employed in the BHO provider network have completed all mandatory training prior to the April 1, 2016 go-live date.

WORK PLAN:
Project Plan Key (STATUS Column)

- Complete
- On track to be completed on time
- Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Evaluate additional Optum staffing needs (BHO – phase 1)	●	May 2015	6 months	October 2015	October 5, 2015
Create recruitment plan and hire additional staff (BHO – phase 2)	●	December 2015	4 months	March 2016	
Identify training needs for current RSN staff, MH provider staff	●	November 2015	2 months	December 2015	
Plan to conduct trainings across BHO network – topics: see below*	●	December 2015	5 months	March 31, 2016	
Encourage hiring of peers as allowed by State modalities	●	July 2015	Ongoing	Ongoing	
Identify staff credentials needed for MH and SUD authorization, contract oversight at BHO level	●	October 2015	1 month	November 2015	
Identify staff credentials needed for provider line MH and SUD clinicians	●	October 2015	1 month	November 2015	
Offer CEU cross-training to BHO staff on SUD, COD, etc.	●	December 2015	4 months	March 31, 2016	
Provide training to BHO staff on new programs, deliverables, time lines and expectations	●	February 2016	2 months	March 31, 2016	
Ensure all supervisors of contracted agencies have completed mandatory trainings prior to 4/1/16	●	March 2016	1 month	April 1, 2016	

*Cultural Competence, Privacy, Critical Incident Reporting, Grievances and Complaints, Whole-Person Care, MAT, Avatar system, Compliance, Clinical System Innovations (welcome screen, warm handoffs, authorization requests), Recovery and Resiliency Principles and Practices.

VI. ADMINISTRATIVE AND FINANCIAL PLAN

INTRODUCTION:

The Administrative and Financial Plan includes a number of components, which make a multiphase approach to the transition necessary. Through a three-phased approach, the Optum Pierce Executive Team has been able to gain a system wide view of the administrative and reimbursement structures and to determine what enhancements must be made in order to operate as a BHO and to integrate payment for SUD and mental health services.

The first phase of this work consisted of defining the scope of the current contracts provisions as defined in RCW 43.20A.894, including researching the costs of current service provided and developing a clear picture of the different funding sources used to pay for the array of services offered. Phase Two involved evaluating our administrative functions, establishing a proposed master budget based on rate forecasts provided by the state, and reviewing new reporting requirements for SUD services, including the SAPT (Substance Abuse Prevention Treatment) Block Grant. Phase Three will culminate in evaluating our administrative functions, finalizing the master budget to reflect contractual funding versus forecasted dollar amounts, and—prior to the April 1, 2016 go-live date—training the new/prospective contracted agency leaders in administrative responsibilities such as encounter submissions, billing processes and reimbursement timelines.

A key step that the Optum Pierce RSN Executive team took in Phase One was to consult with the County to learn about the current costs for all levels of SUD care that are provided to Pierce County residents. Through this inquiry, the team learned that the County only had oversight of a portion of the services that were being authorized. To fill in the gaps of the needed information, the Senior Director of Operations for the Optum Pierce RSN contacted the State. The Executive Team also sent a survey to each of the County-contracted providers of all levels of SUD services requesting that they share the approximate dollar amount of the reimbursement they were earning for services they are providing to Pierce County residents. With these data points, the Optum Finance and Operations team was able to create a rough estimate of the total spend for Pierce County residents.

In Phase Two, the Finance and Operations team took the budget estimates provided by the state, compared them with the deliverables and care requirements—including priority populations, criminal justice account services and other services that would be integrated into the current system of care—and built a preliminary master budget. This helped the BHO implementation team see where there were opportunities to consider pay for performance (P4P) as well as identify potential gaps that needed to be addressed prior to provider contracting.

The BHO implementation team is preparing now to enter Phase Three. This phase involves evaluating our administrative functions, finalizing the master budget, finalizing provider reimbursement methods, and planning for training of the new/prospective contracted agency administrative leaders. The payment structure under the BHO will be somewhat different for SUD providers than the straight fee-for-service model that they have used in the past. Optum Pierce BHO uses encounter data versus a claims process, new providers must be oriented to these new processes. The Finance and Information Technology (IT) teams are working to develop the needed training and timelines to ensure that all new contracted providers are fully trained prior to the April 1, 2016 go-live date. Additionally, the IT and Finance teams will be readily available to

contracted providers to provide refresher courses and technical assistance throughout the duration of the providers' contracts with the BHO.

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
3	RCW 43.20A.894	Behavioral health organizations - contracting process.	Address each requirement of the RCW provisions. Specifically, describe how you will use provider reimbursement methods that incentivize improved performance with contractually required client outcomes, integration of behavioral and primary care services at the clinical level, and improved care coordination for individuals with complex care needs (address Apple Health coordination).

Today, Optum Pierce RSN ensures that all administrative provisions pertaining to the contracting process listed in RCW 43.20A.894 are being met. As a BHO, we will apply the same principles and methods to guarantee adherence to the stipulated requirements. Our current contracting process consists of the following actions, all of which will apply when contracting with future SUD providers:

1. Provider application

- New providers must complete an application form that prompts for information on licensure/certification status, accreditation, Medicaid ID information, general professional liability, and legal status;
- Providers are requested to submit a list of their staff (positions and credentials), their quality management plan, their agency complaint and grievance procedure, their critical incident notification form, their MIS disaster plan, their ADA facilities plan and compliance review, and policies regarding payment;
- We examine their service location and the profile of services;
- To make sure that any provider we choose provides a safe environment with high-quality treatment we include a malpractice questionnaire in the application packet;
- Application for inclusion in our network is not considered until all the information listed above has been received in full;
- We contract with providers who:
 - Have demonstrated commitment and experience in serving low income populations;
 - Have demonstrated commitment and experience serving persons who have mental illness, chemical dependency, or co-occurring disorders;
 - Have demonstrated commitment to and experience with partnerships with county and municipal criminal justice systems, housing services, and other critical support services necessary to achieve the outcomes established in RCW 43.20A.895, 70.320.020, and 71.36.025;

- Recognize that meeting enrollees' physical and behavioral health care needs is a shared responsibility of contracted service providers;
 - We are giving consideration to past and current performance as well as participation in other state or federal behavioral health programs as a contractor.
 - Contracted providers also must have the ability to meet requirements established by DSHS/DBHR.
2. Credentialing and re-credentialing
- We do not contract nor do we plan on contracting with individual practitioners, but rather with agencies that are licensed or certified by the State of WA;
 - Although the State of WA credentials and re-credentials the agencies, we monitor them for ongoing compliance with credentialing terms. We do so initially upon providers joining the network, then annually during the clinical and administrative on-site reviews. We collect documents such as licenses, certificates, copies of reviews from other organizations, Board of Director minutes, proof of insurance, policies and procedures, quality management plans, etc. The RSN, soon to become the BHO, conducts and will continue to conduct extensive on-site assessments with administrative, clinical, data validation, financial and federal block grant personnel. Items reviewed include client rights, practice guidelines, performance measures and ADA (Americans with Disabilities Act) compliance. Providers are asked to submit an updated Practitioner Report that lists the credentials, license and practice specialties of their clinical staff;
 - Future SUD providers in our network will be held to the same credentialing review process, and adherence to the requirements currently stipulated in WAC 388-877B;
 - We retain copies of certifications and licenses of contractors and subcontractor providers in our credentialing and re-credentialing files;
 - We follow all applicable requirements of the Prepaid Inpatient Health Plan (PIHP) and State Mental Health (SMH) agreements with DSHS. Our policy on credentialing and re-credentialing meets the applicable requirements of the Washington State Department of Social and Health Services (DSHS) current Prepaid Inpatient Health Plan (PIHP) as well as regulatory requirements as outlined in: *WAC 388-865-0229(2)(c), 388-865-0235(5), 388-865-0265(2), 388-865-0265(3), 388.865.0284, 388.877, 388-76, 388-79, 388-78A, 246-325, 388-865-0150, 388-865-0260, 388-865-0405; RCW 48.43, 18.57, 18.71, 18.83, 18.79, 43.43.830, 70.02, 71.05, 71.24, 71.34; 42 CFR 438, 42 CFR § 438.214, 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act), Title XIX Contract and Federal Waiver, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act or any successors;*
 - An agency will be denied participation in our network if the provider cannot meet the requirements in our credentialing/re-credentialing standards or the requirements stipulated in our DSHS contracts.
 - Optum Pierce BHO provider contracts will require providers to notify the BHO immediately if the provider's DSHS/ DBHR Behavioral Health Agency (BHA) license, DSHS/DBHR mental health and/or substance use disorder (SUD) / chemical dependency certification(s), and/or applicable DOH licenses are suspended, terminated and/or other licensing conditions or actions are taken against the provider. Currently, Optum Pierce RSN has similar language in its contracted mental health provider contracts.

3. Provision (b): Quality Standards - quality management and performance improvement

The Terms and Conditions of our service provider contracts require providers in our network to maintain internal policies and procedures that emphasize Quality Assurance with measurable outcomes and the providers participation, as requested by Optum RSN/BHO, in system development, implementation and on-going improvement of quality, program monitoring and utilization reviews. Providers are requested to participate in Optum RSN/BHO Quality Assurance and Performance Committee (QA/PI) that meets monthly and in quarterly subcommittee meetings as appropriate.

Current and future providers must maintain and update their Quality Assurance/Management Plan annually in compliance with WAC 388-865-0280 and 0284. They must submit the plan to Optum RSN/BHO within 30 calendar days of signing their contract. Their plan must meet the requirements of the RSN/BHO and DSHS. The contract also requires that providers will cooperate with quality review activities and provide access to their facilities, personnel and records. They are requested to provide unencumbered access to the Quality Review Team (QRT) and other quality review activities as needed, in compliance with WAC 388-865-0282. Providers must cooperate with announced or unannounced quality/administrative review activities by DSHS, Office of the State Auditor, the US Department of Health & Human Services (DHHS), Centers for Medicare and Medicaid Services (CMS) and/or the Comptroller General.

In order to perform quality improvement activities, Optum Pierce RSN/BHO clarifies in the contract with providers that Optum staff will have access to information and records, including billing and reimbursement claims, within seven (7) calendar days from the date the request is made, except that in the case of an audit by Optum RSN/BHO such access will be given at the time of the audit.

The RSN/BHO Quality Management and Performance Improvement functions meet the applicable requirements of the Washington State Department of Social and Health Services (DSHS) as well as regulatory requirements as outlined in: current DSHS Prepaid Inpatient Health Plan (PIHP) Contract between the State of Washington and Optum Pierce RSN; *RCW 70.02, 71.05, 71.24, and 71.3442; 240 CFR, 42 CFR 438, Federal 1915 (b) Mental Health Waiver, Medicaid State plan*, other provisions of *Title XIX of the Social Security Act* or any successors.

Our QA/PI Committee consists of a number of community stakeholders, including contracted providers. Together they create an annual *Work Plan* that outlines specific key metrics and activities that focus on prioritized aspects of clinical care and service. Standards and metrics regarding the quality of services (including higher use of evidence-based, research-based, and promising practices) are clearly stipulated in the contracts with the providers in the Optum network. The *QA/PI Program Description and Work Plan* complies with the requirements listed in *WAC 388-865-0280* and in the current PIHP Contract, including but not limited to collaboration with DSHS on the Washington State Quality Management Strategy, development of assessment tools, and compliance with set standards.

Our *Quality Assurance/Performance Improvement (QA/PI) Program Description and Work Plan* serve as the key guiding documents for the QA/PI Program that address both Title XIX and state-funded programs. The QA/PI Committee is responsible for oversight of the quality improvement processes and approves all annual core documents to determine the overall effectiveness of the regional system of care.

The *QA/PI Program Description and Work Plan* include the following:

- Yearly objectives, program scope, and yearly planned projects or activities;
- Quality and safety of clinical care and quality of service to be achieved;
- The time frame within which each activity is to be achieved;
- Quality monitoring methods to be employed for each activity;
- The person responsible for each activity;
- Planned monitoring of previously identified issues, including tracking of data; and
- Planned evaluation of the QA/PI program.

All providers in our network are and will be included in the formulation of the plan and will be kept involved in the achievement of key metrics and activities related to the provision of quality services.

4. Provision (c): Accountability

The Optum Pierce RSN/BHO adopts procedures to ensure that Quality Management activities are effectively and efficiently carried out with clear management and clinical accountability, including methods to:

- Collect, analyze and display information regarding:
- The capacity to manage resources and services, including financial and cost information and compliance with statutes, regulations and agreements;
- System performance indicators;
- Quality and intensity of services including data on the use of evidence based practices and practice guidelines; and
- Incorporation of feedback from consumers, allied service systems, community providers, Ombuds and quality review teams.

Targeted improvement activities include:

- Performance measures that are objective, measurable, and based on current knowledge/best practice including at least those defined by DSHS in the agreement with the RSN;
- As is required in WAC 388-865-0280, an analysis of consumer care covering a representative sample of at least ten percent (10%) of consumers or five hundred (500) consumers, whichever is smaller;
- Efficient use of human resources; and,
- Efficient business practices.

Providers are informed at the time of contracting of the role they will play in achieving results and participating in improvement activities.

5. Provision (d): Network of appropriate providers to provide adequate services

Optum Pierce RSN/BHO is committed to establish and maintain a network of providers that will meet the needs of consumers and families.

Optum Pierce RSN/BHO has developed and will maintain a network of contracted mental health care and chemical dependency providers that are sufficient in number, mix, and geographical distribution with a wide range of specialties and levels of care to meet the needs of individuals

and families enrolled in behavioral health services and the anticipated number of enrollees in its service area.

Optum Pierce RSN/BHO's Provider Relations Unit has primary responsibility for developing, managing, and monitoring the adequacy of the provider network, and will work continuously to maintain a network of behavioral health providers capable of providing care in compliance with all state and federal statutes and regulations, and the current PIHP contract and current DSHS State contracts, including disparity of services/ access and the existence of possible wait lists.

Optum Pierce RSN/BHO will maintain a network of behavioral health care providers supported by written agreements, which provide adequate access to all services covered under the contract. Optum Pierce RSN/BHO Provider Relations' personnel does and will monitor the status of the network, projecting future needs and identifying any network deficiencies or gaps and providing requested reports to the DSHS-Division of Behavioral Health & Recovery (DBHR) office in a timely fashion.

Providers are contractually obligated to maintain service capacity, at a minimum to maintain the ability to adjust the number and mix of professionals to meet access standards. The contracted provider must notify Optum RSN/BHO of any changes in capacity that result in not being able to meet any of the access standards described in their contract. Events that could affect capacity include decrease in the number of frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the provider being unable to provide timely, medically necessary services. If any of the events described did occur, the contractor must submit a plan to Optum RSN/BHO that includes at least:

- Notification to Ombuds services;
- Crisis services plan;
- Client/consumer notification plan;
- Plan for provision of uninterrupted services;
- Any information released to the media.

6. Provision (e): Medically necessary services available to clients

Optum Pierce RSN/BHO will apply and monitor contracting behavioral health providers' application of Eligibility, Access to Care and Access to Medically Necessary Services, following standards established by DSHS. Its processes meet the applicable requirements of the Washington State Department of Social and Health Services (DSHS), current DSHS PIHP contract, as well as regulatory requirements as outlined in: *WAC 388-865; RCW 70.02, 71.05, 71.24, 71.34; 4; 2 CFR §438, Federal 1915 (b) Mental Health Waiver, Medicaid State plan, other provisions of Title XIX of the Social Security Act* or any successors.

Optum Pierce RSN/BHO provider contracts clearly define "medical necessity" as being those requested services that are reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening conditions in the person. Our provider contracts will clearly state that the person must be determined to have a behavioral health condition covered by the State.

Optum RSN/BHO ensures that all behavioral health providers have a clear understanding of the Access to Care standards. New contracted providers will be trained in the Access to Care Standards as part of the new provider orientation that Optum Pierce BHO will provide. Optum Pierce RSN/BHO policies describe eligibility requirements for authorization of services for all

ages. They list the criteria an individual must meet before being considered for a level of care assignment and the goal & period of authorization. These policies describe the functional Impairment, covered diagnosis, supports and environment as well as minimal modalities to be provided.

Furthermore, Optum Pierce statements of work define the services that will be provided by the provider. Each statement of work has a specified contract term, showing population services, service requirements, goals and objectives, deliverables, contract start/end dates, and payments. Changes to the Statement of Work must be made by a written Amendment signed and dated by both parties.

7. Provision (f): Reimbursement methods that incentivize improved performance

For mental health services, Optum Pierce RSN has implemented Pay for Performance (P4P) measures in provider contracts to improve the quality of care. These measures incentivize Providers to meet outlined goals by providing an additional financial incentive for meeting the goal. Optum defines the goal by reviewing its data and then uses a measure from the “Statistical Benchmarks for Process Measures of Quality of Care for Mental and Substance Use Disorders” to set the specific goal eligible for a financial incentive.

The State has identified client outcomes to include: “Improved health status; increased participation in employment and education; reduced involvement with the criminal justice system; enhanced safety and access to treatment for forensic patients; reduction in avoidable utilization of and costs associated with hospital, emergency room, and crisis services; increased housing stability; improved quality of life, including measures of recovery and resilience; and decreased population level disparities in access to treatment and treatment outcomes.” As a BHO, Optum will align its incentive programs with the State’s Improvement strategy for the behavioral health system.

Incenting Integration of Behavioral Health and Primary Care

To promote integration of behavioral health and primary care, Optum Pierce RSN has partnered (and contracted) with MultiCare Health System to provide a Mobile Integrated Health Clinic (MIHC) on wheels. The MIHC provides primary care to individuals on Medicaid who are not receiving primary care. The MIHC van makes scheduled rounds to Optum Pierce RSN contracted provider Community Mental Health Agency (CMHA) sites to make primary care services accessible to mental health consumers.

Optum Pierce RSN provided a reimbursement incentive to our CMHAs to collect the medical condition (AXIS III) on all of its mental health consumers and to link them to MIHC services if the consumer did not have a primary care provider. Optum Pierce intends to continue the MIHC program as a BHO.

We will evaluate the feasibility of a Pay for Performance (P4P) measure or measures regarding integration of primary care and behavioral health services can be implemented at a future date when baseline data has been established for the BHO network.

Incenting Care Coordination for Those With Complex Needs

To promote improved care coordination for individuals with complex care needs through integration of behavioral health and primary care, again Optum is trying to identify possible

performance data that can be captured and measured. During the upcoming contract period, we will evaluate how a P4P measure or measures can be developed and implemented.

8. Provision (g): Standards related to financial integrity

Providers are required to submit semi-annual financial reports of Revenue and Expenditures (R&E) to Optum Pierce. The provider reports are reviewed, and information is clarified before all data is aggregated, submitted and certified to DSHS.

Providers submit annual audited financial statements to Optum Pierce RSN. The financial statements are reviewed and information is clarified if appropriate. Optum Pierce RSN/BHO conducts on-site annual fiscal monitoring of contracted providers. Discussions occur with the financial staff and supporting documents, policies and procedures are reviewed. Optum Pierce RSN/BHO uses these on-site reviews as a training opportunity as well, and will clarify information for providers as appropriate.

Optum's contracts clearly articulate Optum's right to review a contracted provider's financial and related records as appropriate to the situation. Our provider contracts allow us to terminate a provider's contract under a number of circumstances, such as fraud or abuse.

9. Provision (h): Mechanisms for monitoring performance under the contract:

Optum Pierce RSN/BHO does and will collect and measure, at a minimum the following:

- Access to Care
- Regional Performance measures
- Service authorizations
- Utilization management data
- Inpatient re-admissions
- Consumer satisfaction
- Grievances, appeals and fair hearings
- Critical incident
- Practice guidelines
- Patient safety measures
- Core document completion

This extensive array of data enables us to detect both over- and under-utilization trends as well as problematic areas in service delivery. We have instituted criteria/thresholds for optimal performance, which are shared with the provider at contracting time. Optum staff routinely processes the data to analyze trends. For example, utilization reports are generated and monitored on a daily, monthly, quarterly and annual basis to detect trends toward under-utilization, over-utilization or inappropriate utilization of services.

Based on review of trends the Optum Pierce RSN/BHO QA/PI Committee may request further investigation, based on Continuous Quality improvement methods.

Optum staff meets individually with contracted providers on a monthly basis. These month-end meetings allow for a timely sharing of successes and opportunities for growth in their system of care.



As mentioned above, Optum Pierce RSN/BHO provider contracts require providers to cooperate with Quality Review Activities and to provide access to their facilities, personnel and records.

Furthermore, the contract with each provider highlights that Optum Pierce RSN/BHO reserves the right to revoke a contract, impose corrective action and/or take other remedial actions against a provider for non-compliance with the Contract, such as the Terms and Conditions and/or Statement of Work, including but not limited to the provider's failure to submit reports by the due date to Optum RSN/BHO in the medium, format and a level of quality required, or the provider's failure to give Optum the required advance written notification of a change in service capacity, including a decrease in service capacity.

Depending upon the contract compliance concern, corrective action, progressive sanctions and/or remedial action may include, but are not limited to one or more of the following:

- The provider will immediately remedy the non-compliance and demonstrate compliance to the satisfaction of Optum RSN/BHO
- The Provider will develop a written corrective action plan that must be submitted within fourteen (14) calendar days to Optum for approval. (For any financial statement audit findings, the provider shall also submit a copy of any Management Letter within thirty (30) calendar days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received).
- Withholding up to five (5) percent (%) of the next total monthly contract payment related to a Statement of Work, or the entire provider contract, and each total monthly payment thereafter until the corrective action has achieved resolution. Optum RSN/BHO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
- Termination of the provider's statement of Work where there are contract compliance problems, and/or the entire contract.

Our provider contract also allows that a contractual relationship between Optum and a provider to be terminated by mutual agreement, for convenience or in the event of a material breach. Optum RSN/BHO may also immediately terminate a contract if it determines, in its sole discretion, that the health, safety and or welfare of consumers may be jeopardized by the continuation of this contract. In addition to its termination rights, Optum RSN/BHO also has the right to revoke any functions or activities delegated to the provider or impose other sanctions if in its sole judgment the RSN determines that the provider's performance is inadequate.

10. Provision (i): Mechanisms to maintain the decision-making independence of designated mental health and chemical dependency professionals

Optum Pierce RSN/BHO does and will have a role in the designation process of DMHPs/DCDSs. We ensure that individuals qualify as Mental Health Professionals (DMHPS), per WAC 388-865-0150, or as designated chemical dependency specialist, per WAC 388-810-030, that they have the skills necessary to perform the evaluation and decision-making processes associated with a detainment, and are designated to perform these duties. Optum Pierce RSN/BHO's determination is based on review of the individual's qualifications and experience.

Optum Pierce RSN/BHO may also terminate an individual's DMHP/DCDS status for reasons including, but not limited to violation of employment policies of the contracted agency; the

inability to perform the duties of a DMHP/DCDS; or evidence that the individual is not carrying out his/her duties as a DMHP/DCDS according to state statute.

However, to maintain the decision-making independence of DMHPs/DCDSs, these individuals are employed by a contracted provider and not by Optum Pierce RSN/BHO. The contracted provider requests formal designation of an employee as a DMHP/DCDS by submitting a formal letter to Optum Pierce RSN/BHO and, when approved, provides the direct oversight and supervision of that individual DMHP/DCDS.

11. Provision (j): Public funds and employee rights

Provider contracts specify that public funds appropriated by the legislature may not be used to promote or deter, encourage, or discourage employees from exercising their rights under Title 29, chapter 7, subchapter II, United States Code or chapter 41.56 RCW.

Line item	Authority	Description	Responses to be addressed
37	RCW 70.96A.180	Payment for treatment - Financial ability of patients.	Describe how will you administer patient financial responsibility for non-Medicaid services

Optum Pierce BHO’s ability to reimburse for treatment for non-Medicaid SUD services will be dependent upon the availability of DSHS/ DBHR funding.

We are considering the draft provider contract language below regarding “patient financial eligibility”:

Patient Financial Eligibility

- A. Subject to available funds, services may be provided to indigent and low-income patients
 - 1. **Indigent patients are defined as** those receiving a DSHS income assistance grant (e.g., TANF, SSI). They are considered to have no income and may be treated at no charge.
 - 2. **Low-income patients are defined as** those individuals whose gross household monthly income does not exceed the monthly income determined by two hundred twenty percent (220%) of the current Federal Poverty Guidelines (FPG), with adjustment for family size. Low-income patients are eligible to receive services partially supported by funds under this contract and may not be charged full fee.
- B. The provider shall ensure that all persons applying for services supported by available non-Medicaid funds are screened for financial eligibility. Documentation of income is required prior to services being rendered. The provider shall complete and have on record, for each individual applying for services, the income screening form supplied by Optum Pierce BHO. If the provider chooses to use its own form, prior Optum Pierce BHO approval is required. In addition, an inquiry regarding each individual's continued financial eligibility shall be conducted no less than once each month and documented in individual patient records.
- C. The provider shall ensure that all low-income persons provided services supported by non-Medicaid funds are referred to the Washington Health Benefit Exchange (WHBE) <http://www.wahealthplanfinder.org> to apply for Medicaid or another qualified health plan. Medicaid funds shall be maximized. If an individual is ineligible for Medicaid, documentation of ineligibility shall be maintained in the individual patient record.

Funds and Fee Requirements and Restrictions

As a BHO, Optum Pierce RSN will continue the same policies related to administering patient responsibility for non-Medicaid services that are currently in place:

A. Fee charges for low-income patients

1. The provider shall charge a fee to all patients receiving assessment and outpatient treatment services who are determined through a financial screening to be low-income. The current Optum Pierce BHO sliding fee schedule will be used to determine the appropriate fees. The minimum fee per counseling visit is \$2.00; the maximum fee per service visit is the reimbursement cost of the service provided
2. If the Contractor determines that the imposition of a fee on an individual will preclude the low-income eligible patient from continuing treatment, the fee requirement may be waived by the Optum Pierce BHO.

B. Medicaid eligible patients are not charged any fees for any reason including, but not limited to the following services:

- 1) Screening;
- 2) Brief risk intervention therapy;
- 3) Assessments;
- 4) Individual sessions;
- 5) Group sessions;
- 6) Case management; and
- 7) Urinalysis testing.

C. Additional Remuneration Prohibited

The provider shall not charge or accept additional fees from any patient, relative, or any other person for service provided under this other than those specifically authorized by Optum Pierce BHO. In the event the provider charges or accepts prohibited fees, Optum Pierce BHO and DSHS shall have the right to assert a claim against the provider on behalf of the patient.

WORK PLAN:

Project Plan Key (STATUS Column)

- Complete
- On track to be completed on time
- Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Adjust processes to meet DSHS requirements	●	October 2015	5 months	February 2016	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Update and finalize finance policies and procedures	●	November 2015	4 months	February 2016	
Implement payment structure	●	February 2016	2 months	March 2016	
In collaboration with IT, offer billing training using Avatar	●	February 2016	2 months	March 2016	

VII. UTILIZATION MANAGEMENT PLAN

INTRODUCTION:

Optum Pierce RSN is a Managed Behavioral Health Care Organization established to create a system of care in Pierce County that would enable the delivery of clinically appropriate, medically necessary and recovery-oriented mental health services to county residents. The primary goal of our Utilization Management/Resource Management Plan (UM Plan) is to ensure that all consumers seeking mental health services receive timely and appropriate care. We anticipate building on our existing UM structure to ensure that all consumers seeking substance use services also have access to quality treatment services and supports.

Our UM Program consists of a continuum of processes associated with utilization management and coordination of care. These processes include:

- Direction of consumers to appropriate available resources, including Title XIX and State funded non-Medicaid services
- Triage and referral of requests for service
- Urgent prior-authorization and concurrent review authorization determinations.
- Non-urgent prior-authorization and post-service review authorization determinations.
- Care Coordination for high risk individuals as well as those with multi-system involvement and those who are part of certain specified populations
- Liaison and discharge assistance with community and State inpatient facilities
- Denial determinations
- Appeal determinations
- Independent and state-mandated external reviews.
- Monitoring of relevant UM metrics and data and coordination of opportunities for improvement with the Quality Assurance/Performance Improvement (QA/PI) program

The Centers for Medicare & Medicaid Services (CMS), National Committee for Quality Assurance (NCQA) and Utilization Review Accreditation Commission (URAC) standards, as well as Employee Retirement Income Security Act (ERISA) regulations, serve as guidelines for establishing determination timeline requirements, for defining the appropriately qualified behavioral healthcare professionals who should be involved in making determinations, and for establishing the processes by which relevant clinical information is gathered in a consistent manner. These standards also serve as guidelines for ensuring that consumers are informed of the clinical rationale for actions and informed of their rights to appeal actions. Contractual requirements and state regulations are followed when they are more restrictive than Optum's corporate policies and procedures.

In preparing to integrate substance use disorder treatment and mental health treatment, the Optum Pierce Regional Support Network enlisted the cooperation and support of the existing manager of SUD contracts for Pierce County. Through these discussions, it became clear that not only would SUD providers need to learn about managed care in general, but they would also need to become more aware of how their services fit into a utilization management context. To address this identified need, our monthly meetings with all of the currently contracted mental

health providers and the County-contracted SUD providers over the past six months have included introductions to utilization management and managed care.

We are in the process of formulating our utilization management plan to ensure that the parameters for service authorizations and concurrent reviews of SUD services are in compliance with the current guidelines for substance use disorder treatment. We are, however, awaiting the publication of the administrative BHO WACs, scheduled to appear in November/December of 2015, to finalize our UM plan.

In updating the utilization management plan and the level of care documents at the BHO level as well as training providers who are new to managed care about utilization management, we maintain our commitment to ensuring that the right care is offered to individuals based on their clinical need, at the right time by appropriately qualified staff.

REQUIRED RESPONSES:

The team identified the following specific questions that relate directly to this plan, and they are addressed in the sections that follow.

Line item	Authority	Description	Responses to be addressed
24	RCW 70.96A.100	Acceptance for approved treatment.	Describe your utilization management system and how you will ensure substance use disorder treatment services are provided to Medicaid enrollees for whom they are medically necessary. Include a process for determining when and how much treatment is offered for other non-Medicaid populations based on the state's priorities.

AND:

Line item	Authority	Description	Responses to be addressed
284	42 CFR 438.210(b)(1, 2, & 3)	Authorization of services.	Describe your utilization management system and how it will be modified to provide all utilization management activities, including authorization of services, for substance use disorder services.

The overall goal of the Utilization Management/Resource Management Plan (UM Plan) at Optum Pierce BHO will be to ensure that all individuals seeking Substance Use services receive timely and appropriate care. Services are provided through the use of a contracted network of Substance Use Disorder Agencies.

The purpose of the UM Plan is to ensure that clinically appropriate services are provided in a cost efficient manner, based on the individual needs of the person. Services should be of the highest quality within available resources, sufficient but not excessive, and take into account the person's age, culture, language, and strengths. Services are provided in a manner consistent with the Recovery Model. The Recovery Model embodies the values referred to in the RCW 70.96A.100 of seeking to engage individuals on a voluntary basis whenever possible.

Acceptance for Treatment

In accordance with *WAC 388-865-0225*, Optum Pierce BHO will establish mechanisms which will maximize access to, and use of age- and culturally competent behavioral health services, and which ensure that eligible individuals receive appropriate levels of care.

In accordance with *WAC 388-865-0229(1)*, Optum Pierce BHO will develop and implement formal agreements with outpatient and residential treatment providers, which describe processes for referral, admission and discharge from the programs. Through meetings with each of the substance use disorder treatment providers who are currently contracted with Pierce County, Optum Pierce BHO will work to establish the same types of formal agreements with the agencies who will serve the future population of the BHO.

Ensuring Service Provision and Medical Necessity

The following services will be delivered by Optum Pierce RSN/BHO providers, per *WAC 388-865-0230*:

- Detoxification Services (withdrawal Management)
 - Medically managed (acute)
 - Clinically managed (sub-acute)
- Substance Use Disorder treatment including Medication Assisted Treatment services;
- Outpatient treatment services;
- Intensive outpatient treatment services;
- Residential services.

Acceptance Into Treatment

In accordance with *WAC 388-865-0230(3)*, *RCW 71.24.025*, Optum Pierce BHO substance use disorder providers will complete screenings and intake evaluations for persons with Substance Use challenges. These services will not be subject to prior authorization

In compliance with good clinical practice, as well as with Washington State regulations outlined in *WAC 388-865-225(3)*, crisis services will not require prior authorization either. Pierce County residents in crisis, regardless of the nature of the crisis, will be able:

- Call the local Optum Pierce RSN/BHO number; or,
- Call the Behavioral Health Crisis Line for Pierce County residents; or
- Call the Warm Line.

For all other services, authorizations must be requested and must be approved prior to the start of services for a designated period of time.

Optum Pierce BHO will use *Washington State Access to Care Standards* for mental health services and for SUD services. ASAM levels of care will also be taken into consideration for authorization of SUD services. Furthermore, the information contained in the intake evaluation and other initial documents will be reviewed to determine medical necessity.

Initial Authorization for Outpatient Care

- Routine Substance Use Disorder services are defined as those services that are intended to stabilize, sustain and facilitate recovery of the individual in a setting where evaluation and treatment services are provided to individuals on a regular basis.
- Online submission of the information required to support authorization of outpatient services is required of all network providers.
- Through the Management Information System (MIS), contracted Substance Use Disorder care providers will upload or enter the data required to support prior authorization and concurrent review requests.
- The required data is gathered through an intake evaluation completed by a Chemical Dependency Professional (CDP).
- For most outpatient services, the initial authorization will be approved by the Optum Pierce BHO Care Manager (CDP) based on medical necessity, eligibility requirements, ASAM level of care criteria and compliance with the Access to Care standards.
- Authorizations will typically be granted for up to six (6) months.
- Substance Use Disorder Agencies will be notified electronically within one (1) working day of each authorization decision.

Concurrent Authorizations of Outpatient Services

Requests for the continuation of outpatient services will be submitted by the substance use disorder care provider, updating the information provided at the time services were initiated. In addition, care providers will be asked to document that:

- The individual's clinical condition is improving, or if not, that appropriate changes in the plan of care are being implemented;
- Care is provided within the framework of *Clinical Practice Guidelines*, when appropriate;
- The individual and/or the individual's family is participating in care and discharge planning, and recovery goals are being addressed;
- Discharge planning has been implemented and a provider of follow-up care has been identified;
- Services of a Certified Peer Counselor or Parent Partner when appropriate, have been discussed with the individual and initiated if requested;
- Permission has been requested to share information with the individual's primary care provider and information has been shared if permission was granted.
- At the time of concurrent review, up to 180 days of continuing service may be authorized depending on the intensity of the service(s) being provided.

Initial Authorization for Services in a Residential Setting

Residential services provide active treatment in freestanding facilities through specialized programming with observation and supervision 24 hours a day.

- Requests for authorization for Residential Treatment placements will require supporting documentation that the individual needs assistance and monitoring in activities of daily living and is at minimal risk for dangerous behaviors in the community. Information to be provided in support of the request for services will include a plan of care with recovery-oriented goals

and clinical information documenting the ASAM criteria that supports the need for a residential living environment.

- The request will be reviewed and discussed with the referent within two (2) business days of receipt.
- The review will consider whether Access to Care Standards, Level of Care, ASAM criteria and medical necessity criteria have been met, as well as the expected goals and outcomes expressed by the individual, and evidence of initial planning for community re-entry.

Concurrent Authorizations in Residential Settings

The type of facility to which the individual will have been admitted as well as the expected outcomes of care will determine the length of initial authorization and frequency of concurrent reviews:

- Concurrent reviews will be conducted by an Optum Pierce BHO Care Manager.
- Reviews may include discussions with the individual, facility staff, case managers and family as appropriate.
- Reviews will focus on the individual's progress in care and discharge planning.
- The Optum Pierce Care Manager will require a review of the individual's recovery goals and support needs.

Initial Authorization for Inpatient Level of Care

As mentioned previously, until the BHO Administrative WACs are published, we rely on current mental health WACs and RCWs to finalize our Utilization Management plan. This is particularly the case when formulating an authorization process for inpatient level of care. Our current processes involve the following elements:

- Optum Pierce RSN/BHO has (and will have) formal agreements with inpatient service providers regarding referrals, admissions and discharge protocols, per *WAC 388-865-0229(1)*. A request for admission to an inpatient unit is made telephonically, and the individual's clinical condition is discussed by the requesting clinical staff with an Optum Care Manager. Optum BHO will use Washington State Access to Care Standards and ASAM Level of Care criteria for all services that require prior authorization. The information contained in the intake evaluation and other initial documents will be reviewed to determine medical.
- The authorization will be based on determination of the individual's clinical need as defined by the ASAM level of care criteria and a finding that the individual cannot be safely managed in a less restrictive environment.
- The individual's eligibility will be verified, and the Care Manager will document the clinical information provided as well as the rationale for approving the request.
- The length of time for which an inpatient stay will initially be authorized depends upon the clinical condition of the individual. Typically, a voluntary admission is approved for seven (7) days.
- All admissions of adolescents to inpatient levels of care require independent review by the Optum Pierce RSN/BHO Medical Director or board certified MD designee.

- Optum Pierce BHO staff will continue to provide on-site training at all identified admitting community hospitals, as well as for crisis response teams, to ensure that staff responsible for communicating with BHO Care Managers understand the process for authorizing inpatient admissions.

Concurrent Authorizations of Inpatient Services

Optum Care Managers will review the individual's current clinical functioning, and assess whether:

- An inpatient unit continues to be the least restrictive environment appropriate for the individual at the present time;
- The individual's clinical condition is improving or, if not, that appropriate changes in the plan of care are being implemented;
- Care is provided within the framework of Clinical Practice Guidelines, as appropriate;
- The individual and/or the individual's family is participating in care and discharge planning;
- Discharge planning has been implemented and a provider of follow-up care has been identified.
- The length of approval given at the time of a concurrent review may be up to four (4) days. As with the initial authorization, if the Care Manager cannot approve a concurrent care request, the case is referred to the Optum Pierce RSN/BHO Medical Director, who is a board certified psychiatrist, for a Peer Review discussion with the facility and treating physician.

Discharge Criteria

For all levels of care, discharge criteria will apply to an individual whenever:

- The plan of care goals have been achieved or a determination was made that maximum benefits has been provided at this level of care;
- A discharge plan, developed in partnership with the consumer, is being implemented;
- The individual is no longer benefiting from care and services;
- The individual requests termination of care and services;
- The individual is no longer participating in care and services, has not responded to engagement efforts within the last sixty (60) days, and imminent risk issues are not present;
- The individual's Substance Use Disorder treatment needs can be met through other services available within their natural support network;
- The individual moves out of the area assigned to their current RSN/BHO/PIHP;
- The individual's whereabouts are unknown and reasonable efforts to contact the individual has been unsuccessful;
- The individual is deceased.

Authorizing Treatment for Priority Populations

The Utilization Management Plan of Optum Pierce BHO will ensure that priority populations as defined by WACs will receive the required services.

1. Admission of Priority Populations

- A. All patients eligible for publicly supported services will be offered services on a first come, first served basis. However, access to services will be given first to persons within the following categories in ranked order:
1. Pregnant females:
 - a) Pregnant injecting drug
 - b) Pregnant substance abusers
 2. Injecting Drug Users (IDUs)/Intra-venous Drug User (IVDU)
 3. Parenting persons with dependent child(ren)
 4. Additional priority categories include, in no particular order:
 - a) Postpartum females;
 - b) Parenting individuals involved with any Children's Administration (CA) division, including Child Protective Service (CPS);
 - c) Patients transitioning from inpatient/residential care to outpatient care;
 - d) Offenders as defined in RCW 70.96A.350
2. Pregnant, Postpartum, and Parenting Persons Referrals
- A. The Optum Pierce RSN/BHO contracted providers will be expected to refer pregnant, postpartum, and parenting persons seeking outpatient treatment to pregnant, postpartum, and parenting persons outpatient programs.
1. Postpartum women include women up to one (1) year after pregnancy completion regardless of pregnancy outcome or placement of children
 2. Parenting persons with dependent child (ren). Parenting persons are defined as men or women who are parenting children under the age of six (6), including those attempting to gain custody of children supervised by DSHS, DCFS. An assessment shall include a review of the gestational age of the fetus for pregnant women, mother's age, living arrangements and family support data.
- B. When an assessment indicates a pregnant female is actively using substantial amounts of alcohol or other substances, in any stage of pregnancy, she shall be identified as priority for placement in an inpatient/residential treatment program.
- C. When an assessment indicates a postpartum or parenting person requires inpatient/residential services, a placement shall be arranged with a BHO provider.
- D. Pregnant, Post-Partum, and Parenting Persons are eligible to receive outpatient services under these admission standards while awaiting entry into inpatient/residential treatment.
3. Injecting drug users
- Regardless of Medicaid enrollment status, all male and non-pregnant IDUs shall be assessed within fourteen (14) days after service has been requested by the individual, and, if identified through assessment to be eligible and appropriate, shall be admitted into treatment services within fourteen (14) days after request for service. If treatment capacity is unavailable, the provider agency will begin interim services within forty-eight (48) hours after an individual requests treatment services. The Substance Use Provider shall provide interim services for the lesser of a maximum of one-hundred twenty (120) days or placement in treatment.
4. Mandatory Time Standards (current standards but subject to change in new Administrative BHO WACs)

- A. The Optum Pierce RSN/BHO contracted providers will be expected to assist individuals who cannot be assessed or admitted to treatment in a timely manner, due to limited treatment capacity, in obtaining county-funded services from another appropriate provider.
- B. The Optum Pierce RSN/BHO contracted providers will be expected to meet the following mandatory time standards for individuals identified for service priority in the Admission Priority Populations as follows:
 1. Pregnant females shall be assessed within forty-eight (48) hours of referral or request for services, and, if identified through assessment to be eligible and appropriate for outpatient care, shall be admitted into outpatient treatment services within seven (7) days after the assessment has been completed. If capacity for treatment services is not available, the Contractor shall begin interim services within forty-eight (48) hours after pregnant female requests or is referred for services.
 2. Male and non-pregnant IDUs shall be assessed within fourteen (14) days after service has been requested by the individual, and if identified through assessment to be eligible and appropriate, shall be admitted into treatment services within fourteen (14) days after request for service. If treatment capacity is unavailable, the Contractor shall begin interim services within forty-eight (48) hours after an individual requests treatment services. The Contractor shall provide interim services for the lesser of a maximum of one-hundred twenty (120) days or placement in treatment.
 3. For individuals in the other priority categories listed in Admission Priority Populations, Interim Services must begin upon request for services when comprehensive services are not readily available and the individuals have declined referrals to other appropriate treatment agencies.

Utilization Reporting

Our comprehensive information system supports uniform and inclusive analysis and reporting. OptumHealth Pierce RSN utilizes powerful statistical and analytical tools, and the expertise of a highly skilled staff that will deliver consolidated reporting services and multiple-format report outputs.

Reports are generated on a daily, monthly, quarterly and annual basis to detect any trends toward under-utilization, over-utilization or inappropriate utilization inpatient and outpatient services. When a trend is detected, the Clinical Manager, Quality Manager and Medical Director investigate the reasons for the trend and consider clinical interventions to help reduce inappropriate use of high-cost services.

Utilization and cost reporting is used to track the availability of Title XIX and state resources throughout the contract period of performance.

Customer Reporting

Our customer reporting allows delivery of timely, accurate and meaningful information to stakeholders and providers to facilitate good decisions and positive outcomes.

Adverse determinations (denials), expedited and standard appeals, and retrospective reviews are tracked in a database. The database serves as a reference point for internal and external audits. The database tracks and trends the following data:

- The percentage of clinical versus administrative actions
- Expedited and Standard Appeals
- Compliance with turnaround timeline requirements for actions and for Urgent and Non-Urgent Appeals
- The percentage of Urgent and Non-Urgent Appeals overturned
- The turnaround times for post-service reviews

Clinical and Service Performance Monitors are tracked and reported. Trended data are reviewed, indicators in need of improvement are identified and action plans are implemented when necessary.

Our Consumer Satisfaction Survey evaluates satisfaction with the Utilization Management process. Results are currently and will continue to be reported to the Quality Assurance/Performance Improvement Committee and compared against OptumHealth Pierce RSN's national results as well as across different customers in a given region. An analysis of each consumer survey is conducted and an appropriate action plan is put into place, if needed. The existing Quality Assurance/Performance Improvement Committee will be expanded to include BHO contracted SUD providers once the network contracts are in place.

An Inter-Rater Reliability evaluation is performed on a regular basis, and includes Medical Directors, Care Managers and Peer Reviewers. Responses are recorded and then reviewed for similarities and differences. Supervisors address areas of difference, and the evaluation is repeated if a pattern of discrepancies is identified.

Annual evaluation of utilization management activities

The Utilization Management Plan is currently and will continue to be reviewed annually and updated as necessary. Endorsement of the UM Plan occurs on an annual basis through the QA/PI Committee and Utilization Management Subcommittee and recommendations are made to the Executive Director.

Utilization management activities include analysis of annual enrollee and clinician satisfaction survey results and review by the existing UM Subcommittee which will be expanded to include representatives from SUD providers as appropriate. Trends are noted at the Care Management unit meetings and changes are made to improve quality and performance or proposed changes are recommended to the Utilization Management Subcommittee for review. Relevant input from committee consumers, Health Plan(s), clinicians and consumers is used to make evaluations and recommendations for the following year.

Line item	Authority	Description	Responses to be addressed
23	RCW 70.96A.097	Review of admission and inpatient treatment of minors - determination of medical necessity -	How will you assure an independent review occurs for minors admitted under the provisions of 70.96A.245 that meets these requirements? This requirement will be delegated to the RSN/BHO by the Department.

Line item	Authority	Description	Responses to be addressed
		department review - minor declines necessary treatment - at-risk youth petition - costs - public funds.	

In accordance with RCW 70.96A.245, a parent or guardian can bring his/ her minor child to a certified treatment program to request evaluation of the minor to determine whether the minor is in need of inpatient/outpatient treatment. The minor is not required to give consent for admission, evaluation and treatment if the parent is the person who brings him/her to the program. Evaluations must be performed by an appropriately trained professional or a physician within 24 hours unless the professional determines that more time is needed to appropriately assess the individual.

Optum Pierce BHO will use Washington State Access to Care Standards and ASAM Level of Care for all services that require prior authorization. The information contained in the intake evaluation and other initial documents is reviewed to determine medical necessity and compliance with both the Access to Care standards and ASAM criteria.

Optum BHO will require prior authorization of all levels of services, except for intake evaluations and crisis services:

- Optum Pierce BHO will have formal agreements with youth inpatient/residential service providers regarding referrals, admissions and discharge protocols. A request for admission to an inpatient/residential unit will be made telephonically, and the youth’s clinical condition will be discussed by the requesting Chemical Dependency Professional (CDP) and an Optum Care Manager (a Chemical Dependency Professional).
- The authorization will be based on determination of the individual’s clinical need as defined by the ASAM level of care criteria and a finding that the individual cannot be safely managed in a less restrictive environment.
- The individual’s eligibility will be verified, and the Care Manager will document the clinical information provided as well as the rationale for approving the request.
- In accordance with RCW 70.96A.97, the length of time for which an inpatient/residential stay is initially authorized will depend upon the clinical condition of the individual; however, typically an admission is approved for seven (7) to fourteen (14) days.
- All admissions of children and adolescents to inpatient/residential levels of care will require independent review by the Optum Pierce BHO Medical Director or Board Certified Medical Director designee.
- Optum Pierce BHO staff will provide on-site training at all identified admitting inpatient/residential providers to ensure that staff responsible for communicating with BHO Care Managers understand the process for authorizing youth admissions.

Concurrent Review of Services

Optum BHO Care Managers will review the individual's current clinical functioning, and assess whether:

- An inpatient/residential unit continues to be the least restrictive environment appropriate for the individual at the present time;
- The individual's clinical condition is improving; if not, that appropriate changes in the plan of care are being implemented;
- Care is provided within the framework of Clinical Practice Guidelines, when appropriate;
- The individual and/or the individual's family is participating in care and discharge planning;
- Discharge planning has been implemented and a provider of follow-up care has been identified.
- The length of approval given at the time of a concurrent review may be up to but no longer than fourteen (14) days. As with the initial authorization, if the Care Manager cannot approve a concurrent care request, the case is referred to the Optum Pierce RSN Medical Director, who is a board certified psychiatrist, for a peer review discussion with the facility and treating physician.

If the reviews described above result in a decision that the minor no longer meets medical necessity, the RSN/BHO Care Manager staff will immediately notify the parents and professional in charge of the treatment of the minor and the minor will be released into parent custody within 24 hours of notification. If the parent disagrees with the decision, the minor will stay in care until the second judicial day after notification in order to give the parent the opportunity to file an at-risk youth petition.

Line item	Authority	Description	Responses to be addressed
158	RCW 71.24.055	Children's mental health services - children's access to care standards and benefit package.	Based on the WISE Capacity Expansion document attached as Exhibit G. As of April 1, 2016, what caseload capacity will the BHO have to provide WISE? What is the plan for the BHO to meet the FY16 June 30, 2016 WISE monthly capacity goal?

The RSN currently has capacity to serve up to 120 unique families through the WISE program. Our targeted capacity is set at 270.

In order to ensure that all families who would benefit from WISE services are aware of the program, we have hosted a community education event, discussed potential referrals from agencies without WISE capabilities during QA/PI Committee meetings and are working to re-create a Family, Youth and System Partner Round Table (FYSPRT) in Pierce County. Through these outreach efforts, we plan to increase the referrals to WISE.

Line item	Authority	Description	Responses to be addressed
231	RCW 71.34.750	Petition for one hundred eighty-day commitment -	(1) Describe how you coordinate with the CLIP administration. (2) Describe the process for identifying alternatives to commitment.

Line item	Authority	Description	Responses to be addressed
		hearing - requirements - findings by court - commitment order - release - successive commitments.	

Admission to Children’s Long Term Inpatient Treatment (CLIP)

Our present process for referrals for CLIP placement for children with mental health needs will be adapted to review requests for services for children who have substance use disorders. Referrals for CLIP placement are first reviewed by the Optum Pierce RSN Care Manager with lead child specialist responsibilities. Appropriate referrals are then discussed at the cross-system Systems Collaboration with the Shared Children Review Committee (SCSC). The Optum Pierce RSN Medical Director, a Care Manager and a Parent Partner participate in the SCSC.

Approved referrals for CLIP are coordinated by the Care Manager with Lead Child Specialist. The current DSHS form is to be used for gathering information, requiring that the findings of an intake evaluation (which documents compliance with Access to Care standards) be presented at the same time as the request. The team is to make its final recommendation within three (3) working days. If the team concurs with the request, Optum Pierce RSN forwards its recommendation and rationale to the DSHS CLIP Committee.

If the team cannot support the request of the provider/family, Optum Pierce RSN notifies them and provides recommended community-based mental health care alternatives. Optum staff offer to meet with the Child/Family team to review this decision and discuss the recommended community-based services.

Even though a child may be approved for admission (or Court-ordered) to a CLIP, a bed may not be immediately available. If no bed is available, the Optum Pierce RSN Discharge Coordinator and Care Manager with Lead Child Specialist Responsibilities continue to work with the hospital treatment team and the child/family team to build a strong community placement option and plan. As appropriate, the FAST team is involved. In some cases, the intensive, comprehensive community-based services may meet the needs of the child and family and a CLIP placement may no longer be required.

If the child no longer requires CLIP-level services, the child/family wraparound team led by Catholic Community Services requests that the court release the child from the CLIP placement order. The community support and service plan is implemented.

The Optum Pierce RSN Care Manager with Lead Child Specialist Responsibilities stays involved with the child/family team and service providers to support the ongoing delivery of the community-based services and supports and to monitor the child’s progress and additional service needs.

The process for coordination between Optum Pierce RSN and the CLIP Administration has been formalized in Attachment VIIa Memorandum of Understanding (MOU).

- CLIP related highlights of the MOU:

- Section A.3.B. says, “Both agencies will support service delivery to the child and family in the least restrictive, in the most normative setting that allows for the safety of the child, family and community.”
- Both agencies agree to support CARC (Children’s Alternative Resource Committee) in gate keeping resource-intensive services, such as CLIP. In addition, both agencies agree to have a liaison to the CARC.

Optum Pierce RSN and the Division of Children and Family Services (DCFS) Region 3 also have a MOU. This MOU also formalizes processes related to CLIP.

- Section A.3.B. of the Optum Pierce RSN – DCFS Region 3 MOU clearly states the values of the two agencies to identify the most appropriate, least restrictive treatment setting for a child or adolescent.

Line item	Authority	Description	Responses to be addressed
274	42 CFR 438.206(b)(3)	Second opinion.	Provide information on how enrollees obtain a second opinion for all behavioral health services.

The Optum Pierce RSN requires (and will continue to require as a BHO) that providers follow our care management Policy CM-20, Second Opinion, to inform all individuals in services or those with legal custody of an individual in services about the right to a second opinion at intake assessment, and at any time dissatisfaction, disagreement, or concern about a clinical decision regarding their treatment is expressed.

Information regarding the right to a second opinion is provided to consumers at the intake assessment through provision of the Washington State Medicaid Benefits Booklet and/or the Optum Pierce RSN Consumer and Family Handbook by Optum Pierce RSN/BHO network providers.

A request for a second opinion regarding any clinical decision may be submitted to the Optum Pierce RSN/BHO either verbally or in writing to the attention of an Optum Pierce RSN/BHO Care Manager or the Optum Pierce RSN/BHO Quality Analyst with grievance responsibilities. The second opinion is offered as expeditiously as the consumer’s mental health condition requires and no later than thirty (30) calendar days from the request unless the consumer requests that the second opinion be postponed to a date more than 30 days later. Second opinions are rendered by MHPs or CDPs qualified to review and treat the condition in question. The involved MHP or CDP is an individual whose educational degree and experience is equal to or higher than the MHP or CDP who yielded the original opinion.

Optum Pierce RSN/BHO Care Managers arrange for second opinions with a MHP or CDP within its contracted provider network at no cost to the individual in services. Requests for second opinions outside of the Optum Pierce RSN/BHO provider network will be considered only in the event that the services requested are not available within the contracted provider network within thirty (30) days. If a qualified MHP or CDP is not currently available within the network, Optum Pierce RSN/BHO must provide or pay for a second opinion provided by a qualified MHP or CDP outside the network at no cost to the individual in services.

The Care Manager receiving a request for a second opinion ensures that the treating agency has an appropriate Release of Information signed for the exchange of information as part of the

referral process. The treating provider shall make available to the MHP or CDP responsible for the second opinion the most recent bio-psycho-social assessment, treatment plan, medication regimen (if any) and progress notes.

The Second Opinion Policy requires that all second opinions be documented in writing and made available to the individual, custodial parent or legal guardian, Optum Pierce RSN/BHO and the treating Optum Pierce RSN/BHO contracted network provider, and are included in the individual's clinical record.

If the second opinion recommends a medically necessary covered treatment, diagnostic test, or service that is unavailable within Optum Pierce RSN/BHO's provider network and an equivalent network service or package of services does not meet the needs of the consumer, then that treatment, diagnostic test or service will be arranged (with the consumer's consent). The treating MHP or CDP provides the individual with information about their right to file a grievance and/or to request a change of MHP/CDP or network provider when explaining the outcome of the second opinion. Optum maintains a log of requests for second opinions including the reason(s) for the request, involved network provider, involved MHP or CDP and the outcome. The Second Opinion Request Log is reviewed by the RSN/BHO as an indicator of network planning needs.

Line item	Authority	Description	Responses to be addressed
275	42 CFR 438.206(b)(3)	Out-of-network services.	Provide information on how enrollees can receive medically necessary out-of-network SUD services when those services are not obtainable within your network or not obtainable within the timeframes specified in the contract.

As specified in the Optum Pierce RSN/BHO administrative policy *AP-21, Out of Network Policy*, when a contracted agency is unable to meet an individual's medically necessary behavioral health needs at their agency or the services are not available within Optum Pierce RSN/BHO access timeframes, the agency immediately informs an Optum Pierce RSN/BHO Care Manager and attempts to match the individual's needs with other behavioral health care providers within the Optum Pierce RSN/BHO. If the agency is unable to find an appropriate behavioral health care provider within the Optum Pierce RSN/BHO, the BHO will arrange a subcontract for out-of-network services.

The agency notifies the Optum Pierce RSN/BHO Care Manager by telephone, fax or letter of their intent to send an individual in services for treatment outside of their agency. The Care Manager reviews the request with the Optum Pierce RSN/BHO Medical Director. The review verifies the individual's Medicaid eligibility and medical necessity as defined in the Washington State Access to Care Standards, and evaluates whether the Optum Pierce RSN/BHO network can meet the need within the access timeframes. The decision of this request is verbally communicated to the individual requesting services, his/her legal guardian, if any, and/or the agency making the request, followed by a written Notice, within 24 hours for an urgent or emergent need and within 7 calendar days for those with a routine need.

If the out-of-network mental health care provider recommends a particular treatment, diagnostic test, or service covered by Optum Pierce RSN/BHO, and it is determined to be medically necessary and a covered service utilizing Optum Pierce RSN/BHO's criteria, then that treatment,

diagnostic test or service will be provided at no cost to the individual. Individuals referred to subcontracted behavioral health care providers or out-of-network providers remain in open status with the referring agency.

Agencies serving individuals who receive subcontracted or out-of-network behavioral health care get updates at a minimum every and keep the Optum Pierce RSN/BHO Care Manager informed of the status of the individual's ongoing care.

Referrals to behavioral health care providers outside the state of Washington must be approved by Optum Pierce RSN/BHO. These referrals are only approved if it is found that there is no appropriate behavioral health care provider available within the region and state. When an individual requires a behavioral health service that is not available within the state, a request is submitted to an Optum Pierce RSN/BHO Care Manager.

The request for an out-of-state behavioral health care provider will be reviewed by the Care Manager in conjunction with Optum Pierce RSN/BHO Medical Director based on medical necessity and the individual's current symptoms. The Care Manager and Medical Director will determine whether a qualified MHP, CDP or an equivalent service is available within the Optum Pierce RSN/BHO or within the state before considering if an out-of-state referral is appropriate and the final determination is rendered. Optum Pierce RSN/BHO may request a second opinion. Medically necessary behavioral health care services is only be rendered by out of state MHPs or CDPs who are qualified to review and treat the particular behavioral health condition identified in the request.

The criteria for out-of-state approval are:

1. The individual is enrolled in Medicaid with a behavioral health benefit
2. The individual has had an assessment by an MHP, CDP.
3. The contracted agency certifies that the treatment requested for the individual is medically necessary, is not available from that agency, and that they are not aware of its availability within the network or the state.

Contracted agencies continue to work with the individual, monitor the out-of-state care the individual is receiving, and report updates to the Optum Pierce RSN/BHO Care Manager. Copies of current Medicaid exclusion checks for staff at the out-of-state treatment agency are obtained prior to permitting the individual in services to obtain services.

Notices of Determination are rendered within the usual time limits of 24 hours for those in urgent or emergent need and within 14 calendar days for those with routine needs. The Care Manager tracks all subcontracted, out-of-network and out-of-state treatment provided on the appropriate Care Management Unit data spreadsheet.

WORK PLAN:

<p>Project Plan Key (STATUS Column)</p> <ul style="list-style-type: none"> ● Complete ● On track to be completed on time ● Future task
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Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Review levels of care to identify any issues related to provider network	●	December 2015	4 months	March 2016	
Operationalize care coordination services delivery throughout BHO – including but not limited to individuals with high needs	●	September 2015	7 months	March 2016	
Identify additional workforce needs to meet gap in current staffing mix to meet standards of credentialing providers who can review and authorize.	●	November 2015	2 months	December 2015	
Ensure current staff are trained on priority populations, timelines, etc	●	January 2015	3 months	March 2016	
Update UM plan to encompass new types of authorizations and timelines for concurrent reviews	●	January 2016	3 months	March 2016	
Oct 1 – Go-Live with FYSPRT to identify needs of youth and families in Pierce County and to increase referrals of children to WISE	●	October 1, 2015	Ongoing	Ongoing	

VIII. QUALITY ASSURANCE PLAN

INTRODUCTION:

Quality Assurance/ Performance Improvement (QA/PI) provides a central tenet for the way the Optum Pierce RSN/BHO conducts all operations. The Optum Pierce RSN/BHO is committed to a process of continuous quality improvement. Clinical quality analysts partner with stakeholders to identify key indicators for successful operations, design rigorous methods of monitoring the impact of behavioral health services on consumers, youth and families, and constantly look for opportunities to improve outcomes. In keeping with this strong commitment, Optum's QA/PI Manager and her team of analysts began reviewing the Washington Administrative Code (WAC), Revised Code of Washington (RCW) and Code of Federal Regulations (CFR) in March 2015. This review considered the state requirements regarding following elements: licensing, levels of care, timelines for access to services, defined priority populations, outcome targets for the integrated system of care, and the required service array in the provider network.

The Optum Pierce RSN/BHO's QA/PI team works closely with Pierce County's Contract Oversight Manager who monitors quality outcomes from the substance use disorder treatment providers contracted to provide Medicaid services to those who meet the access to care standards. The Contract Oversight Manager graciously shared copies of Pierce County's current review tools, contract terms and policies with the RSN. This important exchange of information and open relationship lays a foundation for a smooth handoff between the County and the BHO.

The Optum Pierce RSN/BHO implementation plan calls for the following steps to be accomplished between now and April 1, 2016:

November 2015	Partnership with stakeholders from behavioral health organizations and consumer and family organizations to draft Policies and Procedures that align with recent changes in WACs, RCWs, CFRs and contracts.
December 2015	Development of an integrated behavioral health performance review tool and review schedule for 2016/2017 to ensure that timely reviews are completed for all contractors, including agencies that are located outside of Pierce County. Continue discussions with the current mental health ombudsman to expand the role to include services to those who are seeking substance use disorder treatment. Once this letter of intent or preliminary contract is in place, the QA/PI team will work with the ombudsman to update consumer rights brochures and materials that are given to consumers.
January 2016	QA/PI Clinical Quality Analysts will partner with stakeholders and others from Optum to develop a training plan to ensure all current and prospective contractors have clear information on the expectations and standards of the new BHO.
February 2016	QA/PI committee will invite representatives of prospective Substance Use Disorder (SUD) contractors and consumer groups to start attending QA/PI committee meetings. The committee

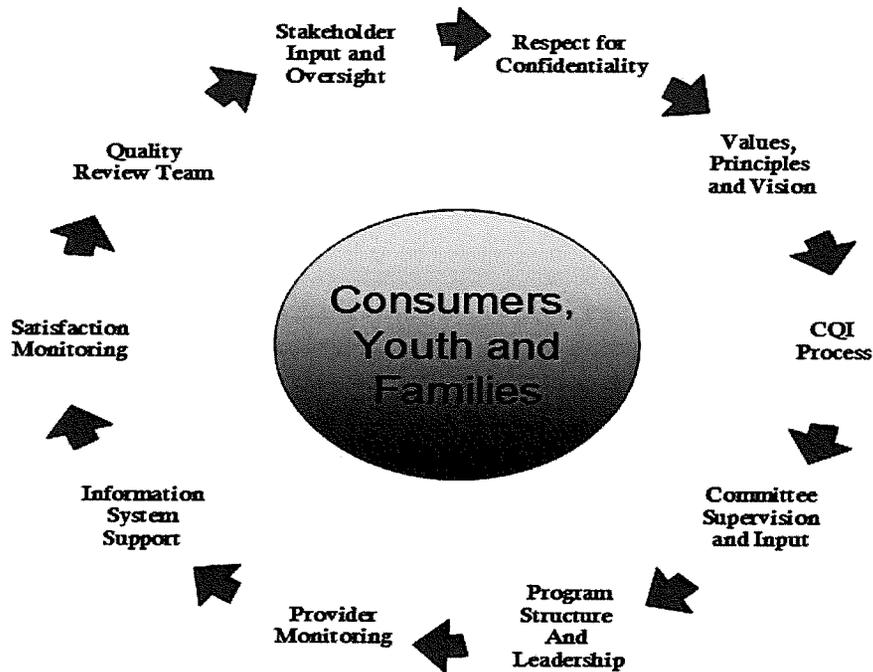
will prioritize topics for a Substance Use Disorder Performance Improvement Project to present to Washington State for approval to use in the April EQRO review.

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
292	42 CFR 438.240(a) (1 & 2), 42 CFR 438.240(b) (2, 3 & 4), 42 CFR 438.240(c) and (4), SMM 2091.7	Quality assessment and performance improvement program.	(1) Describe your plan for quality assessment and a performance improvement program that will assess the implementation of substance use disorder treatment services that meets the standards in the attached contracts. Include the quality structure and planned measurements and activities. (2) Provide a plan to correct any deficiencies identified. (3) Provide the name of the quality manager.

Plan for a Quality Assessment and Performance Improvement Program



At the Center of All Quality Assurance/Performance Improvement Efforts are the Consumers, Youth and Families we Serve.

The new Optum Pierce BHO, similar to the current Optum Pierce RSN, will continually monitor multiple areas of our performance; our impact on individuals in services, youth and families and on providers; and constantly look for ways to improve. The core goal of our QA/PI program is simple, clear and straightforward: greater levels of recovery and improved resiliency for consumers, youth and families. To increase recovery and resiliency, Optum Pierce BHO will implement a comprehensive QA/PI program that provides the framework for continuous monitoring and evaluation of all aspects of the delivery of mental health and substance abuse disorder services.

The QA/PI program will partner with contractors, stakeholders and the community to continue to promote recovery and resiliency in the following ways:

- Communication with individuals in services, youth, families and other stakeholders and facilitates a current and accurate understanding of needs in the system. Grievances are defined as any expression of dissatisfaction, viewed as an opportunity to improve systems, and are welcomed by the QA/PI and other staff. As the new Optum Pierce BHO, we will continue to seek to empower individuals and families to live in their communities with health & wellness, dignity, security, and hope.
- Performance measurement focuses on indicators of recovery and resiliency in addition to monitoring clinical and administrative oversight functions. Therefore, interventions to improve quality will center on efforts to increase recovery of adults and build resiliency in youth and families. These performance measures are further demonstrated by specific metrics outlined in the QA/PI Work Plan.
- Individual and Family Involvement in Planning and Goal Setting: Individuals and Family Members (as appropriate) are involved in development of an Individualized Service Plan and recovery and resiliency goals. Individual and family involvement is monitored through audits of clinical records at all provider sites and feedback from consumers and family members through a variety of communication avenues.
- Systems are improved through Performance Improvement Projects. The Performance Improvement Project process is built upon our values of Recovery and Resiliency. Individuals in services, family members, advocates and behavioral health professionals work together to identify systems in need of change, gather and study related data, develop resolutions with an emphasis on recovery and resiliency, then follow and monitor the implementation of solutions to ensure effectiveness and efficiencies and make adjustments as needed.
- The QA/PI process provides the mechanism by which barriers to delivering optimal behavioral health care and services can be identified, opportunities prioritized, and interventions implemented and evaluated for their effectiveness in improving performance. The QA/PI Manager and Executive Director are charged with the effective implementation of this process.

One purpose of the QA/PI Program is to implement within the organization policies and procedures that ensure the highest quality of care for individuals receiving treatment. The QA/PI Program provides a system for objective and systematic monitoring and evaluation of the quality, appropriateness, efficiency and effectiveness of clinical care and member service delivery.

The QA/PI Program has been developed to incorporate Continuous Quality Improvement (CQI) supported by the Program Description, Work Plan and Annual Evaluation. This process allows

us to determine what we intend to accomplish and measure the impact of any changes that are made. Through focused attention on tracking, trending, periodic monitoring and analysis of care and service, the QA/PI Program and its associated activities is reviewed and updated to be consistent with current business needs and the needs of the individuals in services. Associated activities include:

- Annual QA/PI Work Plan
 - QA/PI activities are implemented in accordance with an Annual QA/PI Work Plan, under the oversight of the QA/PI Committee. The Work Plan is reviewed and approved by the QA/PI Committee. All clinical QA/PI Activities are developed and implemented with continuous and substantial involvement of practicing mental health clinicians, individuals in services, family members and advocates, under the direction of the QA/PI Manager and agreement by the Medical Director.
- Data Collection and Analysis
 - Opportunities for improvement are continuously identified and addressed through a systematic process. Recognized important aspects of care and service are routinely monitored, and our performance is evaluated against appropriate benchmarks or performance goals. Data is collected through a number of sources, including the our Management Information System, consumer and provider satisfaction surveys, Geo-Access® analysis, grievances from individuals in services, community complaints, Clinical and Administrative Review Site Visits, QRT and Ombuds reports, and credentialing information.
- Barrier Analysis
 - When quality of care or services does not meet the expected standards, a barrier analysis is conducted to assess the reasons for the identified deficiencies. Techniques used to determine the barriers or root causes for the results may include the collection of additional data, stratification of the data, or analysis of subgroup data in order to drill down sufficiently to understand the reasons for the results. Common techniques of QA/PI such as brainstorming, cause-and-effect diagramming, identification of key factors, and others are used to identify barriers to improvement. Citations from literature that contain information about barriers to performance that have already been identified may also be used.
- Interventions
 - In accordance with the barrier analysis, opportunities for improvement are identified and prioritized focusing on variables that can result in improved performance. Appropriate interventions are deliberated, selected and implemented to overcome the barriers. Interventions are recommended by the QA/PI Committee and QA/PI subcommittees.
- Evaluation of Effectiveness
 - All interventions and corrective actions are followed by re-assessment or remeasurement to evaluate the effectiveness of the intervention. Trends are identified and analyzed to determine their significance. Causal links between the interventions and the results that are observed are examined. Interventions that influenced the outcome, with differentiation of those that were most influential, are identified

including any intervening or confounding factors that may have contributed to any changes that occurred.

- Communication of Results
 - Results of QA/PI Program activities are communicated to internal staff, and externally to individuals in services, youth and families; DSHS; providers and other stakeholders as appropriate.
- Provider Involvement
 - Provider involvement is an important aspect of our QA/PI process. We obtain and incorporate input and representation from providers in a number of ways at various levels of our structure. Foremost in this process is our Provider Operations Management meeting, comprised of CEOs and lead directors/managers from contracted providers, consumer organizations and Ombuds/QRT. Input is also exchanged at the QA/PI Committee level with Quality Representatives participating from all contracted provider and consumer organizations. Individuals in services, their families, allied professionals and others are additionally invited to participate in the monthly QA/PI Committee meetings. Other QA/PI groups such as the Consumer and Family Advisory, Cultural Competency and Prescribers Advisory subcommittees provide additional opportunities for communication, input, review and strategizing based on key documents and data reports.

The scope of the QA/PI Program will continue to encompass all segments of the Optum Pierce BHO, including voluntary consent, customer service, care management, care coordination, network management, credentialing, recovery and resiliency, provider relations, and information technology. The population affected includes all consumers, youth and families accessing behavioral health services at all levels of care, including emergency assessment/crisis intervention, inpatient care, residential treatment and outpatient services. Aspects of service and care are measured against established performance goals. Key monitors are measured and trended on a quarterly and/or annual basis. The QA/PI Committee analyzes the performance to identify and follow-up on areas of opportunity. We continually identify opportunities for improvement and use the following criteria to prioritize opportunities:

- Aspects of care occurring most frequently or affecting large numbers of individuals in services
- Diagnoses associated with high rates of morbidity or disability if not treated in accordance with accepted community standards
- Issues identified from local demographic and epidemiological data
- Stakeholder expectations
- Regulatory requirements
- Availability of data
- Ability to impact the problem
- Available resources
- Critical incidents

Specific aspects of service and care monitored through the QA/PI Program are listed in the QA/PI Work Plan. QA/PI activities are and will be imbedded in all our core processes. Services

provided to consumers, youth and families are implemented at a local level, and QA/PI monitors this action to assure that the needs of consumers and families are met now and in the future. Specific metrics are established in the QA/PI work plan, which are updated throughout the year to reflect progress on QA/PI activities at all levels of the RSN/BHO.

Data trends and corrective actions are reported in regional quarterly reports and/or in the Annual QA/PI Program Evaluation. If a contractor does not meet a performance goal, we analyze barriers and opportunities for improvement and implement actions to improve performance and meet the goal by an established date. The QA/PI Committee annually prioritizes activities, endorses or re-endorses policies and procedures and continually encourages all contractors to demonstrate ongoing system improvement and positive outcomes for consumers and families

As the Optum Pierce BHO we also will continue to monitor provider and facility adherence to quality standards via monthly data reviews, site visits and ongoing review of complaints, adverse events and sanctions and limitations on licensure. We will conduct site reviews according to the Policy: QA-08 Site Visits: Clinical and Administrative Review Including Annual Review of Providers. Reviews of providers are conducted at least annually. Providers are notified in writing at least one (1) week prior to a site visit about the purpose of the review and arrange a convenient time and date. The site visit protocol is comprehensive and integrated and at minimum includes:

- Desk top review of Policies & Procedures, Quality Management Plan and other key documents
- Administrative Review (Medicaid Exclusions Check, Grievance Log, Critical Incident Log, Supervision Records and others)
- Personnel Record Review
- Clinical Record Review
- Finance Review
- Data Integrity Review
- Billing/Encounter Data Review

We will continue to expand our collaboration with providers, consumer groups and allied professionals and to provide Level of Care (LOC) Guidelines, Best Practice Guidelines, Evidence-Based Practices and Emerging Best Practices as tools to assist providers in determining the appropriate type and level of care for consumers. LOC Guidelines guide utilization management determinations by standardizing utilization management decisions regarding the most appropriate and available level of care needed to treat a consumer's presenting problems. Best Practice Guidelines, Evidence-Based Practices and Emerging Best Practices establish practice standards for the effective treatment of most recent version of DSM diagnostic categories. The LOC Guidelines are developed by our local clinical staff and corporate credentialed clinicians and are based on their shared knowledge of sound clinical practice, as well as published research. Best Practice Guidelines, Evidence-Based Practices and Emerging Best Practices are adopted from external, nationally recognized organizations such as the American Psychiatric Association and the Academy of Adult and Adolescent Psychiatry. Guidelines are reviewed at least annually and updated as necessary to reflect information revealed through published scientific findings, clinical practice and clinician input as solicited by our committees. LOC Guidelines, Best Practice Guidelines, Evidence-Based Practices and Emerging Best Practices are available to all contractors, facilities, consumers, families,

advocates and the general public. Most are on our website. We also make these documents available on paper by request for clinicians, individuals in services and others.

An assessment of consumer satisfaction is compiled annually through the CSQ-8 tool. This assessment is based on a mailed survey of a random sample of individuals who received services through our provider network as well as surveys deposited by individuals in services into locked boxes at provider sites on an ongoing basis. Results are analyzed at least annually in the QA/PI Committee. As opportunities to improve satisfaction are identified and prioritized, interventions are implemented and analyzed for their effectiveness and the need for further action.

The Optum Pierce RSN and future BHO takes care of the training needs of its staff. Necessary mandatory training is provided on an all-staff and unit specific level to enable each person to perform their jobs effectively. Topics covered in the training program include, but are not limited to:

- Confidentiality (HIPAA and other Federal and State Regulations)
- Regulatory requirements (e.g. Washington Administrative Code, Revised Code of Washington, Code of Federal Regulations, 1915 Waiver)
- Orientation to job-specific functions and applicable policies and procedures
- Level of Care Guidelines
- Mandatory All-Staff Competency Updates addressing topics such as changes in policies and procedures and regulatory requirements
- Clinical Competency Updates for clinical staff addressing topics such as psychopharmacology, new technologies in the behavioral health industry and clinical topics that are identified as necessary to keep staff members current in the profession.

As specified in the policy titled AD-05 Stakeholder Communications, Optum Pierce RSN/BHO will engage in a variety of communication methods to gather input from stakeholders and to communicate program information and changes. These include:

1. Speak Outs and other Public Forums
2. Quality Boards and Committees including:
 - a. Governing Board
 - b. Behavioral Health Advisory Board
 - c. Quality Assurance/Performance Improvement Committee
 - d. Consumer and Family Advisory Subcommittee
 - e. Cultural Competency Subcommittee
 - f. Quality Review Team
3. Ombuds
4. Outreach by Peer Counselors/Parent Partners in our Recovery & Resiliency Unit
5. Written program information
6. Participation in Community-Wide Health Fairs and other public events designed to offer information about resources in the community
7. Provider Relations communications
8. Our Website
9. Working Relationships with Allied Delivery Systems including, but not limited to:
 - a. Courts and criminal justice
 - b. K-12 schools

- c. Western State Hospital
- d. Children's Administration field office in Pierce County
- e. Housing services
- f. Employment services
- g. County law enforcement
- h. Puyallup Tribe and Kwawatchee Counseling Services
- i. Pierce County Aging and Long Term Care Program
- j. Pierce County Juvenile Court and Detention Services
- k. Pierce County Mental Health Services Program
- l. Pierce County Developmental Disabilities Program and DD providers
- m. Health plans serving Apple Health members
- n. Pierce County Sheriff's Department

10. Consumer Satisfaction Surveys

We will continue to track, trend, and analyze adverse clinical safety occurrences, such as critical incidents and clinical quality of care complaints related to both inpatient evaluation and treatment facilities and outpatient network providers.

Our comprehensive policies and procedures address the management of critical incidents and clinical quality of care complaints to reduce clinical risk.

To facilitate the provision of seamless, continuous and appropriate care, we strive to coordinate a consumer's care throughout the continuum of behavioral health services, as well as with medical care. Towards this end, we implement policies and procedure which address following up with physical health and other providers as well as consumers for appropriate information sharing in an effective, confidential and timely manner across all levels of care. We ensure that consumers receive timely access to with appropriate mental health and substance use disorder clinicians. This process is monitored via data reports, regular meetings with each provider's management team, QA/PI Committee's analysis of data, Utilization Management and annual administrative and clinical reviews of each agency.

As Optum Pierce BHO, we will continue to monitor continuity and coordination of treatment services with general medical care by collaborating with relevant medical delivery systems and physicians to:

- Exchange necessary information for treatment purposes
- Achieve timely access for appropriate treatment and follow-up for individuals with coexisting medical and behavioral disorders.

We will continue to work with our stakeholders and committees to identify and prioritize opportunities for improvement. We ensure consumer input into all aspects of our QA/PI Program through the use of consumer, family members and advocates at all levels of the program, and especially through the Consumer and Family Advisory Subcommittee.

QA/PI Program Expansion as the BHO

The QA/PI Program encompasses all segments of the Optum Pierce RSN. In the future , the BHO, will expand to incorporate all segments of the SUD and mental health systems including voluntary treatment of individuals, customer service, care management, care coordination, network management, credentialing, recovery and resiliency, provider relations, information technology and QA/PI. The population affected will include all consumers, youth and families

accessing behavioral health services at all levels of care, including emergency assessment/crisis intervention, residential treatment and outpatient services. Aspects of service and care will be measured against established performance goals. Key monitors will be measured and trended on a quarterly and/or annual basis. The QA/PI Committee analyzes performance reports to identify and follow-up on areas of opportunity.

In order to add in the oversight of Substance Use Disorder Treatment providers, the current On-Site monitoring tools (Attachment VIIIa Onsite Monitoring Tool) that are used by Pierce County will be used to inform the new monitoring audit tools for yearly audits following the April 1, 2016 start date.

QA/PI Program Structure

A. Governing Body

As we transition to BHO status, oversight of our QA/PI Program will continue to be provided through a committee structure that is accountable to the Optum Pierce BHO Executive Leadership.

B. Medical Oversight

Physician oversight, direction and involvement play an essential role in the QA/PI process, and ensure that clinical activities are planned and developed within that framework. Our Medical Director is the designated senior mental healthcare practitioner advising aspects of the QA/PI Program related to clinical care and safety, is accountable for providing leadership for, and is actively involved in the implementation of, the QA/PI Program.

C. QA/PI Program

The QA/PI Program covers all our QA/PI processes. Participation and input from our own staff, network providers, individuals in services, families, advocates and allied professionals contribute to the QA/PI Program. Our Medical Director and Executive Director have substantial involvement in the QA/PI Program along with other staff. Subcommittees such as the Consumer and Family Advisory Subcommittee provide a focused venue for the sharing of ideas, problem solving and consensus building. Subcommittees additionally work on finalizing projects scheduled for presentation at the QA/PI meeting.

D. Quality Committees

The following committees support the Regional QA/PI Program and will continue to form the QA/PI Committee Structure.

Local Committees

QA/PI Committee

A. Role/Purpose: The QA/PI Committee's purpose is to outline a strategic and systematic approach toward monitoring and improving the quality of care for individuals who residing in our service area and are receiving services that we are funding. Our QA/PI program structure serves an integrating function, planning effective and efficient services, quality assurance monitoring, and quality improvement activities to achieve improved outcomes as a

result of mental health care and services for individuals in services. The QA/PI Committee is responsible for the implementation of the QA/PI and Utilization Management (UM) Work Plan with the mission to improve the behavioral health and well-being of the consumers/youth and families it serves by ensuring that all individuals in services and families receive high quality mental health care which is focused on recovery for adults and resiliency for youth and families so that they can achieve their personal goals and live, work, and participate in their community.

- B. Structure/Relation to Organization:** The Optum Pierce BHO Governing Board is ultimately responsible for overseeing the Optum Pierce BHO. The Executive Director has direct oversight responsibility for all functions of the Optum Pierce BHO and reports directly to the Governing Board.

The Behavioral Health Advisory Board was established to assist the Governing Board in providing feedback on the Optum Pierce BHO. The mission of the Behavioral Health Advisory Board is to assist and advise the Governing Board in creating an efficient and quality community behavioral health program, which will help people experiencing mental illness and substance abuse disorders to maintain a respected and productive position in the community. The Behavioral Health Advisory Board, made up of at least 51% consumers and family members, also provides assistance and advice to the Optum Pierce BHO, based on priorities board members establish on an ongoing basis. Board members review and provide input on Optum Pierce BHO key documents such as the QA/PI Work Plan, allocation of federal block grant dollars and strategic direction of the BHO.

The QA/PI Committee is ultimately responsible for assuring compliance with federal and State requirements, continuous improvement in quality of care, and utilization of resources as specified in contractual relationships with DSHS. The following subcommittees currently report to the QA/PI Committee:

- Consumer and Family Subcommittee
- Utilization Management Subcommittee
- Cultural Competency Subcommittee

In the future, a Prescribers Advisory Subcommittee will be revived and added to the mix.

- C. Chair:** The QA/PI Manager chairs the QA/PI Committee.
- D. Authority:** The QA/PI Committee reports to the Executive Director of the Optum Pierce BHO and has full authority to implement all actions related to the QA/PI Program.
- E. Endorsement:** The QA/PI Committee has the ability to voice support or a lack of support for proposed action by the Optum Pierce BHO; however, it should be noted that decisions for action are made by the BHO Governing Board and Executive Director.
- F. Function/Key Responsibilities:** The QA/PI Committee is responsible for directing the activities of the Optum Pierce BHO Quality Assurance/Performance Improvement Program.

It is actively involved in reviewing, analyzing and enhancing the QA/PI Program, implementing needed actions, and ensuring follow-up to those actions.

The committee acquires active participation and input from individuals in services and families, providers, representatives from Ombuds services and Quality Review Team, consumer organizations, representatives from allied service providers and other key stakeholders. All network providers are expected to actively participate in the QA/PI process by contributing input through committee meetings, responding to surveys, attending clinician forum meetings, cooperating with site audits, participating in quality improvement projects, and applying QA/PI concepts to their own agencies policies, procedures and practices.

G. Key responsibilities include:

- Creation of annual QA/PI Program Descriptions, QA/PI UM Work Plans and Annual Evaluations
- Oversight of three Performance Improvement Projects
- Review QA/PI studies on a regular basis
- Assign staff to specific QA/PI initiatives and track progress on action plans; review the results and evaluate the effectiveness of action plans
- Disseminate findings of quality improvement activities as appropriate to Optum Pierce BHO staff, consumers and families, providers, DSHS and other stakeholders
- Conduct thorough systematic data collection of identified measures and indicators
- Establish performance goals for trended indicators
- Review and compare quarterly indicators and performance data and recommend actions to improve outcomes
- Provide the quarterly QA/PI reports to external stakeholders
- Assure confidentiality of all QA/PI process related information when that information relates to peer review, individual performance, or professional conduct
- Assist with developing clinical data warehouse queries related to practice guideline measurements and other clinical metrics
- Maintenance of QA/PI Committee structure
- Dedicate time during each meeting for public input from any person who is attending the meeting.

H. Legal Responsibilities: QA/PI participants sign a copy of the Optum Pierce current RSN and future BHO's Confidentiality, Conflict Of Interest & Compliance Agreement.

I. Frequency of Meetings: Meetings occur 10 times per year.

J. Membership: In addition to the Chairperson, the membership of the QA/PI Committee is comprised of:

- An Executive Director, Clinical Manager or Quality Manager from each contracted network contractor (maximum of two representatives due to space limitations)



- Representatives from consumer and family organizations such as NAMI, A Common Voice, TACID. With the addition of responsibility for substance use disorder services, we will put a special focus on encouraging participation from AA or NA as well as other SUD support groups and advocacy organization
- The Behavioral Health Ombuds
- Chair of the Quality Review Team
- Individuals in services
- Family members
- Allied service system providers such as Western State Hospital, St. Joe's Hospital, DVR, Home & Community Services,
- Optum Pierce BHO Clinical Manager
- Optum Pierce BHO Recovery & Resiliency Manager
- Optum Pierce Senior Director of Operations or designee
- Other Optum Pierce BHO staff as needed

Consumer and Family Advisory Subcommittee

- A. **Structure/Relation to Organization:** The Consumer and Family Advisory Subcommittee reports to the QA/PI Committee.
- B. **Chair:** Recovery & Resiliency Manager or Designee and a Quality Analyst
- C. **Function/Key Responsibilities:**
- 1) Reviews and provides input into applicable consumer information and educational materials;
 - 2) Provides feedback and input in at least the following areas:
 - a. Quality Improvement Projects
 - b. Consumer and Family Satisfaction Surveys
 - c. Level of Care Guidelines
 - d. Clinical Practice Guidelines
 - e. Preventive Health efforts
 - 3) The Consumer and Family Advisory Subcommittee maintains clear and accurate minutes, which are completed within a reasonable time frame.
- D. **Frequency of Meetings:** Meetings occur quarterly or more often when needed
- E. **Membership:** In addition to the Chairpersons, the membership of the Consumer and Family Advisory Subcommittee is comprised of:
- Consumer organization representatives
 - Family organization representatives
 - NAMI Representative
 - Mental Health Advisory Board consumer/family representative
 - Representative of Certified Peer Counselors employed in the provider network

- Ombuds and Quality Review Team Representatives
- Optum Pierce BHO QA/PI Manager
- Optum Pierce BHO Clinical Manager
- Representative from the Optum Pierce BHO IT staff

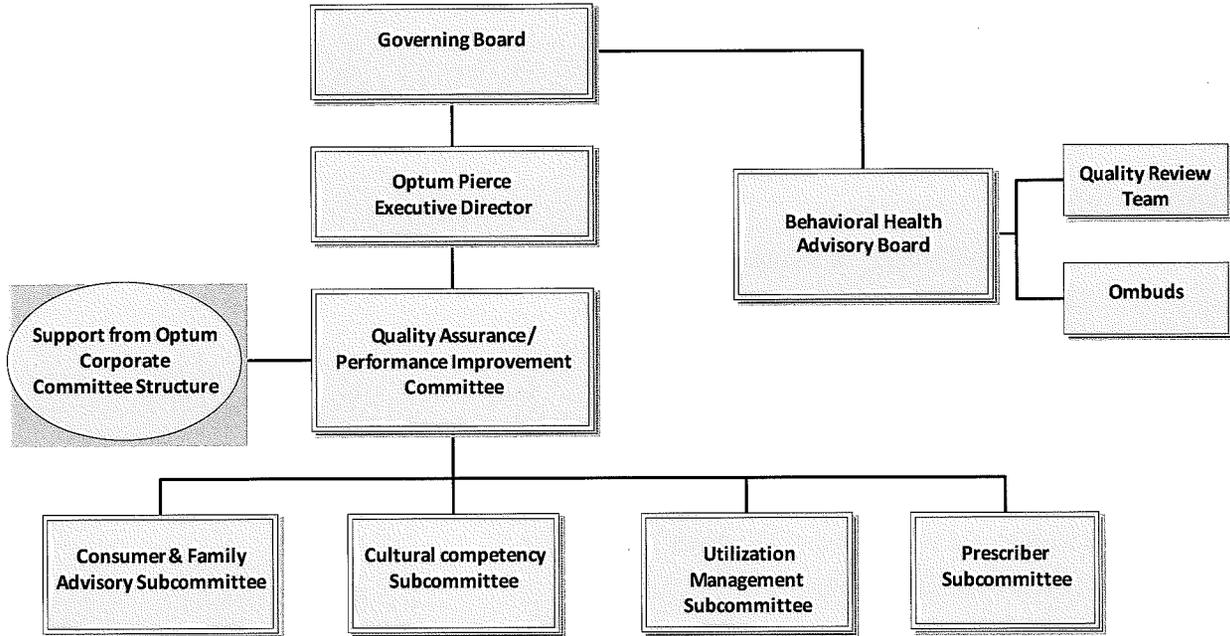
Cultural Competency Subcommittee

- A. **Role/Purpose:** The Cultural Competency Subcommittee reviews and recommends standards of practice and outcomes related to cultural competence, and reviews access to service data, monitoring data and complaint and grievance data to identify trends and make recommendation for quality improvement initiatives as they relate to culturally competent services.
- B. **Structure relation to the Organization:** The Cultural Competency Subcommittee reports to the QA/PI Committee.
- C. **Chair:** Care Manager Representative and Quality Analyst
- D. **Functions/Key Responsibilities:**
- Ensure that staffing at all levels is representative of the community
 - Ensure cultural factors are integrated into the clinical assessment
 - Ensure that treatment plans and interventions are culturally appropriate
 - Sponsor one Cultural Competency Training per year
- E. **Frequency of Meetings:** Quarterly or more frequently when needed
- F. **Membership:** In addition to the Chairperson, other members include:
- Representatives from consumer organizations
 - Representative from a family organization
 - A Behavioral Health Advisory Board member
 - Representatives from providers that serve specialty populations,
 - Providers from allied service systems
 - Optum Pierce BHO QA/PI Manager
 - Optum Pierce BHO Clinical Manager
 - Optum Pierce BHO IT staff
 - Optum Pierce Recovery & Resiliency Manager
 - Representatives from community based ethnic and minority organizations

Utilization Management Subcommittee

- A. **Role/Purpose:** The Utilization Management Subcommittee functions as a workgroup designed to assure that utilization of mental health services and resources are consistent with the service needs of consumers, within evidence based practice standards and provided in an effective, cost efficient manner.
- B. **Structure/Relationship to Organization:** The Utilization Management Subcommittee reports to the Pierce BHO Chief Executive Officer and the QA/PI Committee.
- C. **Chair:** Clinical Manager
- D. **Function/Key Responsibilities:**
- Reviews, communicates and implements policies and procedures for utilization management to continually monitor and evaluate the adequacy and appropriateness of the delivery of behavioral health services.
 - Reviews timeliness of medical necessity determinations for treatment, continued stays and services rendered.
 - Monitors over/under utilization, identifying outliers, and evaluating trends of service delivery for quality and outcome improvement opportunities.
 - Reviews utilization and monitors triggers – Crisis bed utilization, crisis services over utilization, inpatient readmission rates, intensive service authorizations, residential utilization, service over/under utilization, consumers with co-occurring disorders identified at intake, prescriber utilization.
- E. **Frequency of Meetings** – Monthly
- F. **Membership** – In addition to the chair, membership includes the following Optum Pierce staff:
- QA/PI Manager
 - Senior Director of Operations
 - Care management staff
 - Finance staff as needed

The structure of the QA/PI Program is pictured below.



Planned Measurements and Activities

The Optum Pierce BHO will participate in measurement and performance improvement activities as required by DSHS. At a minimum, measurement, monitoring and performance improvement activities will focus on:

- Underutilization and overutilization of services
- Assessment of the quality and appropriateness of care furnished to individuals in services with special behavioral health care needs
- Collaboration with the state in the completion of site visit protocols provided by DSHS
- Practice guidelines
- Compliance with regulatory requirements, adherence to quality outcomes, and timeliness of, and access to, services provided by the Contractor.
- The Contractor shall, upon request provide evidence of how external quality review findings, agency audits, Contract monitoring activities and consumer Grievances are used to identify and correct problems and to improve care and services to Enrollees.
- Encounter Data Validation (EDV) Reports.
- 3 Performance Improvement Projects
- Core Performance Measures from the measures identified through the HB1519/SB5732 process. Core Performance Measure #1: Psychiatric Hospitalization Readmission Rate and #2: Mental Health Treatment Penetration. Substance Use Disorder Penetration Rates are expected to be added in the near future.
- Regional Performance Measures with the following priority areas:
 - Access and Availability
 - Care Coordination and Continuity
 - Effectiveness of Care



- Quality of Care
 - Hope, Recovery, and Resiliency
 - Empowerment and Shared Decision Making
 - Self-Direction
 - Cultural Competency
 - Health and Safety Measures
 - Consumer Health Status and Functioning
 - Community Integration and Peer Support
 - Quality of Life and Outcomes
 - Promising and Evidence-Based Practices
 - Provider effectiveness and satisfaction
 - Integrated Programs and Systems Integration
- Evidence/Research-Based Practices
 - At a minimum, 17 percent of the children/youth enrolled in treatment services will receive an Evidence/Research Based Practice by March 31, 2016.

Plans to Correct Deficiencies

- In the event we or any of our network providers do not provide ready access to any information or facilities for the EQRO monitoring review during the scheduled time, we, as the RSN would have been responsible for any costs for re-scheduling the EQRO Contractor to return and finish its review
- Performance accountability for this measure is built upon the EDV Reporting. If, during any measurement, the Contractor fails to meet performance expectations, the Contract shall enter a succession of administrative phases until all deficiencies have been mitigated.
- The first measurement point in which the Contractor fails to meet performance expectations will trigger the Corrective Action Phase in accordance with the Remedial Actions section.
- If the Contractor fails to complete corrective action and meet improvement rates, DSHS may take action under the provision of the Remedial Actions section.

Line item	Authority	Description	Responses to be addressed
4	RCW 43.20A.895	Adult Behavioral Health System - Improvement Strategy	Address the requirements of these provisions. Specifically, describe how you will address performance improvement in compliance with the PIHP Contract for those measures included in that contract.

Optum will fully participate and support the goals of DSHS in the implementation, update and evaluation of the DBHR improvement strategies. The adult behavioral health system improvement strategy will include, at minimum, the following RCW 43.20A.895 and PIHP contract required elements:

- An assessment of the capacity of the Optum Pierce BHO network to provide evidence-based, research-based, and promising practices;
- Identification, development, and increased use of evidence-based, research-based, and promising practices;
- Use of a transparent quality management system, including analysis of current system capacity to implement outcomes reporting and implementation of baseline and improvement targets for each outcome measure; assured through our broad-based inclusion of members, families, advocacy organizations, providers and the general public of Pierce County as described in our QA/PI program described in the previous section
- Identification and phased implementation of service delivery, financing, or other strategies that will promote improvement of the behavioral health system and incentivize the medical care, behavioral health, and long-term care service delivery systems to achieve the improvements and collaborate across systems. The Optum Pierce BHO will support DSHS by submitting required outcome data and performance measures, as we have done effectively in our role as the Pierce RSN; and
- Partnership with DSHS to promote workforce capacity, efficiency, stability, diversity and safety.
- As the Pierce BHO, we will continue to use DSHS approved inventory of evidence-based, research-based and promising practices for prevention and intervention services.

Line item	Authority	Description	Responses to be addressed
277	42 CFR 438.206)c) ((1)(i, ii, iii, iv, v, & vi)	Timely access.	Describe how you will assure and monitor timely access to care. Consider the Access standards in the draft PIHP contract attached for Routine, Urgent and Emergent.

Contracted behavioral health care providers ensure timely access to behavioral health services according to the following standards:

- Access to an intake assessment within 10 working days of initial request;
- Offer of routine behavioral health services within 14 calendar days of a determination of eligibility of services:
- Routine behavioral health services are defined as those services that are intended to stabilize, sustain, and facilitate recovery of the individual in a setting where evaluation and treatment services are provided to individuals on a regular basis;
- A total of 28 calendar days from the initial request for services to the date of the first routine appointment following the intake assessment is the expected timeframe for quality monitoring purposes.
- Access to urgent care for eligible individuals delivered within twenty-four (24) hours from the time of request from any source/referral;
- Access to emergent care for eligible individuals delivered within two (2) hours of request by any source/referral.

The Optum Pierce RSN previously used a geomapping exercise to point out areas of Pierce County in need of mental health services. Currently contracted agencies used the maps to plan



service delivery in the underserved areas. The same process will be used to ensure adequate coverage of substance use disorders services.

Line item	Authority	Description	Responses to be addressed
25	RCW 70.96A.110	Voluntary treatment of individuals with a substance use disorder.	Describe how you will document compliance with these requirements by any organization directly providing services to clients.

Voluntary Treatment of Individuals with a Substance Use Disorder

Optum Pierce BHO’s QA/PI Program will encompass a monitoring of all service functions, including voluntary consent of individuals, customer service, care management, care coordination, network management, credentialing, recovery and resiliency, provider relations, information technology. The population affected will include all consumers, youth and families accessing behavioral health services at all levels of care, including emergency assessment/crisis intervention, residential treatment and outpatient services. Aspects of service and care will be measured against established performance goals. Key monitors will be measured and trended on a quarterly and/or annual basis. The QA/PI Committee analyzes performance reports to identify and follow-up on areas of opportunity.

As mentioned earlier in order to add in the oversight of Substance Use Disorder Treatment providers, the current On-Site monitoring tools that are used by Pierce will be used to inform the new monitoring audit tools for yearly audits following the April 1, 2016 start date. By using this tool, Optum Pierce BHO will be able to continually ensure that individuals have consented to receiving SUD services. See Attachment VIIIb Optum Pierce Provider Monitoring Report GLRC and Attachment VIIIc Optum Pierce Provider Monitoring Report RI for examples of our monitoring reports.

WORK PLAN:

Project Plan Key (STATUS Column)
<ul style="list-style-type: none"> ● Complete ● On track to be completed on time ● Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
BHO QA preparation work. See below. *	●	March 2015	9 months	December 2015	
Close collaboration with SUD Contract Oversight Manager in Pierce County	●	March 2015	Ongoing	Ongoing	
QA/PI Review and update all policies and procedures **	●	November 2015	6 months	March 2016	

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Assess current system of care to identify areas that will need to be updated prior to April 1, 2016	●	November 2015	6 months	March 2016	
Invite future contracted agencies to join the BHO QA/PI Committee and help prepare their agencies for membership in Committee	●	December 2015	5 months	March 2016	
Create BHO QA/PI performance review structure for the expanded number of reviews***	●	December 2015	5 months	March 2016	
Develop a training plan to ensure that contracted agencies are informed of standards and expectations	●	December 2015	2 months	January 2016	
Expand role of current MH Ombuds to expand support of SUD consumers	●	October 2015	2 months	November 2015	

* Review of State requirements for licensing, levels of care, timelines for access to care, outcome targets for the system of care, provider network.

** Working with clinical manager to update workflows for UM team, update QA/PI work plan to incorporate changes needed to meet standards in new PIHP contract.

*** Consider action of how to ensure reviews of contractor's out-of-area. Develop audit tools, in consultation with the state and current county contract oversight manager.

X. GRIEVANCE SYSTEM PLAN

INTRODUCTION:

Grievances are highly valued in the current Optum Pierce RSN and will continue to be held in high regard in the BHO. Grievances symbolize an expression of the consumer and their family's voice. All contractors are expected to treat all expressions of dissatisfaction as grievances in which they partner with consumers to resolve. Grievances provide an opportunity to identify areas that are critical in systems improvements, allow us to conduct an analysis of the larger system, and develop new answers for win-win solutions.

The first steps Optum took regarding the grievance system involved a thorough assessment of the current system against the new and emerging requirements. The answers to the questions below show that this assessment, along with previous external quality review organization (EQRO) audit feedback showed us that the current system meets the current WAC's and RCW's. However, we are aware that the state is in the process of updating the language associated with due process and notices of action (NOA's). Once we receive the final versions of these standards, we will partner with stakeholders to update our policies, distribute and train on the new information and ensure compliance through our yearly audits of contracted providers.

Bringing in new contracted providers to the system requires a robust development and training plan in order to ensure that all prospective providers are aware of the expectations and timelines associated with grievances. Our work plan at the end of section shows the timelines we have established for tasks such as updating the appeal and grievance workflows, ensuring all supervisors at our contracted agencies receive mandatory trainings prior to April 1, 2016, and strengthening the role of the ombudsman to support consumers of SUD services.

REQUIRED RESPONSES:

The team identified the following specific questions and areas that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
175	RCW 71.24.350	Mental health Ombuds office.	Describe plans to provide behavioral health Ombuds services that will meet the needs of those who access both the mental health and substance use disorder treatment services.

Optum Pierce RSN/BHO/RSN/BHO/BHO contracts with the Tacoma Area Coalition of Individuals with Disabilities (TACID) for Mental Health Ombuds Services. The current Ombuds program at TACID is independent of Optum Pierce RSN/BHO/BHO and independent from TACID's other programs.

It is the intention of Optum to contract with TACID to provide Optum Pierce RSN/BHO/BHO's Behavioral Health Ombuds Services and effective April 1, 2016. The ombudsman will be contracted to maximize the use of consumer advocates in her work by partnering with certified peer counselors and other peer advocates at contracted agencies in the delivery of trainings, in investigating and advocating for consumers who file grievances, conducting consumer surveys and other projects.

Optum provides a comprehensive assessment of our compliance with all State and Federal Grievance System requirements, regulatory and contractual. The assessment and deficiencies are identified after the below chart with a detailed work plan to be completed no later than April 1, 2016.

Line item	Authority	Description	Responses to be addressed
296	42 CFR 438.228,42 CFR 438.402(a),42 CFR 438.400(b), 42 CFR 438.406(a)	Grievance system - general requirements. The response may disregard the reference to 42 CFR 431.213(h) which is not applicable.	Provide a comprehensive assessment of your current compliance with all State and Federal Grievance System requirements, regulatory and contractual. For any deficiencies identified, provide a detailed work plan to correct the deficiencies to be completed no later than April 1, 2016.
298	42 CFR 431.201	Grievance system - service authorization.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
299	42 CFR 438.210(b)(3)	Grievance system - service authorization process.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
306	42 CFR 438.41442 CFR 438.10(g)(1)	Grievance system - information to providers and subcontractors.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
307	42 CFR 438.416	Grievance system - record keeping and reporting.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
322	42 CFR 431.200(b) 42 CFR 431.220(5)42 CFR 438.41442 CFR 438.10(g)(1)	Grievance system - state fair hearing process - notification of state procedures.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.

Line item	Authority	Description	Responses to be addressed
324	42 CFR 438.400	Grievance system - grievance - definition.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
325	42 CFR 438.402(b)(3)(i), 42 CFR 438.402(b)(1)(i), 42 CFR 438.402(b)(3)(i)	Grievance system - grievance process - procedures and authority to file.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
326	42 CFR 438.408(a), 42 CFR 438.408(b)(1), 42 CFR 438.408(d)(1)	Grievance system - grievance process - disposition and notification.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.

Optum provides a comprehensive assessment of our compliance with all State and Federal Grievance System requirements, regulatory and contractual. The assessment and deficiencies are identified in Attachment Xa Grievance System Appendix. *All related tasks are expected to be completed no later than April 1, 2016.*

Line 296. Grievance System General Requirements:

The Optum Pierce RSN/BHO/BHO is currently compliant with 42 CFR 438.56(f)(2); 42 CFR 438.210(b)(3); 42 CFR 438.210(c); 42 CFR 431.200(b); 42 CFR 431.206; 42 CFR 438.404(a, b & c); 42 CFR 438.10(c & d); 42 CFR 438.404(c); 42 CFR 431.211; § 431.213; § 431.214; 42 CFR 438.404(c)(2)-(d)(1); 42 CFR 438.404(c)(3 & 4). 42 CFR 438.210(d)(2); 42 CFR 438.404(c)(6); 42 CFR 438.404(c)(5); 42 CFR 438.10(g)(1); 42 CFR 438.416; 42 CFR 438.400(b); 42 CFR 438.406(b); 42 CFR 438.408(a)-(e); 42 CFR 438.420(b, c, & d); 42 CFR 438.402(b)(2), 42 CFR 431.230(b); 42 CFR 438.424(b); 42 CFR 438.410(a)-(d)

Optum Pierce RSN/BHO/BHO will incorporate all new DBHR definitions, contract terms and WAC changes into policies and procedures prior to April 1, 2016. The changes will include but not be limited to:

- 1) 431.201 definitions and those established by DBHR in the Due Process Document
- 2) Add 42 CFR 438.52(b)(2)(ii) B-E to the Optum Pierce RSN/BHO/BHO Policies and Procedures prior to January 1, 2016

Line 298. Service Authorizations:

A service authorization request means a managed care enrollee's request for the provision of a service. Other important terms include:

Suspension: A decision to temporarily stop providing a previously authorized Title XIX-covered behavioral health service.

Termination: A decision to stop providing a previously authorized Title XIX-covered behavioral health service. Termination does not include the end of a specific treatment program with an established end date initially identified in the person's individual service plan and agreed to in writing by the person receiving services or their legal guardian

The above definitions from the Code for Federal Regulations for service authorization request will be added to the Optum Pierce RSN/BHO/BHO Policy on Notices of Action prior to Jan. 1, 2015.

Line 299. Denial of payment for a service:

Clinical Care Managers at the Optum Pierce RSN/BHO/RSN/BHO/BHO authorize all outpatient and inpatient services with the exception of services for crisis and intakes. The authorizations cover a particular level of care and CPT code. The management information system (MIS) denies services that fall outside of the boundaries for the authorization of the specific level of care, timeline and/or financial eligibility. The Optum Pierce RSN/BHO/RSN/BHO/BHO uses a modified fee for service process in which payment is based upon the amount of service submitted. (No claims are used.)

On the inpatient level, hospitals contract with Washington State for the provision of medical services. While Washington State provides the Medicaid payment for inpatient services, RSN/BHOs/RSN/BHO/BHOs authorize the payment of care for individuals who reside within their assigned areas. The Optum Pierce RSN/BHO/RSN/BHO/BHO denies payment for the inpatient services if the Washington State Access to Care standards is not met, if the individual is not a resident of Pierce County or are not Medicaid eligible. Additionally, the MIS denies services that fall outside of the boundaries of the authorization, timeline or financial eligibility.

Line 322. Notification of State Hearing Processes:

The Optum Pierce RSN/BHO/RSN/BHO/BHO Policy on "Consumer Right to a Fair Hearing" states "The Optum Pierce RSN/BHO/BHO and its contracted behavioral health care providers share information with RSN/BHO/BHO-funded individuals about their rights to a State Fair Hearing and the procedures for requesting a hearing." A copy of the Medicaid Consumer Rights is given to individuals at the time of application for Medicaid, publically available online at the DSHS and RSN/BHO/BHO websites, given by providers upon request for behavioral health services, and by the RSN/BHO/BHO any time an action is given or an adverse determination is given.

Line 324. Grievance Definition:

For Title XIX consumers, grievance means a formal expression of dissatisfaction about any matter other than an "Action" as defined in the Pierce RSN/BHO/BHO policy entitled, "CR-02C: Grievance System - Notice of Action". For State-funded consumers, grievance means a formal expression of dissatisfaction about any matter.

Definitions used in 42 CFR 438.400 and in DBHR's Due Process Document are or will be referenced in Optum's Consumer Rights' Policy and Procedures prior to April 1, 2015.

Line 325. Grievance System Process-Procedures and Authority to File.

Grievance System processes are described in the following Optum’s Consumer Rights’ Policies and Procedures: Consumer Rights and Responsibilities, Grievance System Grievance Process, Grievance System Enrollee Right to Appeal, Grievance System Notice of Action, Grievance System Consumer Right to a Fair Hearing, Ombuds Service, Advance Directives, and Community Education Anti Stigma. An analysis of the completeness of the Policies and Procedures in light of the WAC can be found in Attachment Xa Grievance System Appendix.

Line 326. Grievance System Disposition and Notification.

The terms cited in 42 CFR 438.408 (a, b-1, and d-1) are covered in Optum’s Consumer Rights’ Policies and Procedures. The terms include:

(a) *Basic rule.* The MCO or PIHP must dispose of each grievance and resolve each appeal, and provide notice, as expeditiously as the enrollee’s health condition requires, within State-established timeframes that may not exceed the timeframes specified in this section.

(b) *Specific timeframes—(1) Standard disposition of grievances.* For standard disposition of a grievance and notice to the affected parties, the timeframe is established by the State but may not exceed 90 days from the day the MCO or PIHP receives the grievance.

(d) *Format of notice—(1) Grievances.* The State must establish the method MCOs and PIHPs will use to notify an enrollee of the disposition of a grievance.

Line 306. Information provided to Providers and Subcontractors.

A complete copy of Optum Pierce’s RSN/BHO/RSN/BHO/BHO Policies and Procedures related to Grievances is given to RSN/BHO providers and contractors by the Provider Relations Unit at the time of network application.

Line 307. Grievance System Record Keeping:

The Optum Pierce RSN/BHO is compliant with Section 8 of the PIHP contract requirements. Optum maintains records, analyzes data related to grievances and processes it with relevant committees such as the QA/PI Committee and Behavioral Health Advisory Board and the Consumer and Family Advisory Committee.

Line item	Authority	Description	Responses to be addressed
297	42 CFR 431.201, 42 CFR 438.400(b), 42 CFR 438.52(b)(2)(ii), 42 CFR 438.56(f)(2)	Grievance system - action.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
300	42 CFR 438.210(c), 42 CFR 431.200(b), 42 CFR 431.206, 42 CFR 438.404(a, b & c),	Grievance system - notice of action.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.

Line item	Authority	Description	Responses to be addressed
	42 CFR 438.10(c & d)		
301	42 CFR 438.404(c), 42 CFR 431.211, 42 CFR 431.213, 42 CFR 431.214, 42 CFR 483.12(a)(5)(ii)	Grievance system - notice of action - timeframes - termination, suspension or reduction of services.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
302	42 CFR 438.404(c)(2)	Grievance system - notice of action - timeframes - denial of payment.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
303	42 CFR 438.210(c), 42 CFR 438.210(d)(1), 42 CFR 438.404(c)(3 & 4)	Grievance system - notice of action - timeframes - denial of standard authorization.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
304	42 CFR 438.210(d)(2), 42 CFR 438.404(c)(6)	Grievance system - notice of action - timeframes - denial of expedited authorization.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
305	42 CFR 438.404(c)(5)	Grievance system - notice of action - timeframes - untimely authorization.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.

Line 297. Grievance System: Action.

The Optum Pierce RSN/BHO/RSN/BHO/BHO includes concepts, specific definitions and directions for grievances, appeals, actions, notices of action, timeframes, denials and expedited decisions in Consumer Rights Policies and Procedures.

Any items that do not match the recent or upcoming WACs or RCWs will be updated prior to April 1st. Updates will match the details included in the CFRs, RCWs and WACS.

The Due Process Document includes the following definitions:

Action: May only be taken by a RSN/BHO/BHO. An Action, for a Medicaid covered individual, consists of any of the following:

- The denial or limited authorization of a requested service, including the type or level of service;
- The reduction, suspension, or termination of a previously authorized service;
- The denial in whole, or in part, of payment for a service.
- The failure to provide services in a timely manner as defined by the state.
- The failure of a RSN/BHO/BHO or its contracted behavioral health agency to act within the grievance
 - Timeframes as provided in WAC.

Administrative Hearing: Is a proceeding before an administrative law judge that gives an individual an individual an opportunity to be heard in disputes about DSHS programs and services.

Appeal: Is an oral or written request made by an individual or their authorized representative for the RSN/BHO/BHO to review an *action*.

Appeal Process: Is one of the processes included in the grievance system that allows an individual to appeal an *action* made by the RSN/BHO/BHO and communicated through a *notice of action*.

Authorized Representative: A person authorized by an individual to assist with the grievance, appeal or Fair Hearing. Authorization must be in writing, but may be as simple as: “____ has my permission to help me with my grievance.”

Expedited Appeal Process: Is the process, which allows an individual, in certain instances, to file an appeal that will be reviewed by the RSN/BHO/BHO/RSN/BHO/BHO more quickly than a standard appeal.

Exhaustion: the individual may not request an Administrative Hearing until the grievance and appeal process have been completed.

Grievance: Any expression of dissatisfaction by an individual with RSN/BHO/BHO related services. Grievances are reported without regard to the ease of resolution.

Grievance Process: Is the process used to resolve grievances. The grievance process requires letters of acknowledgement and resolution, as well as procedures for expediting grievances. The RSN/BHO/BHO is responsible for meeting grievance process requirements, but may delegate responsibilities to CMHAs by contract.

Grievance System: Consists of the processes within a RSN/BHO/BHO/RSN/BHO/BHO, which allows individuals applying for, eligible for, or receiving services may express dissatisfaction about services. The grievance system must include all of the following components:

- A grievance process.
- An appeal process.
- Access to the DSHS administrative hearing process.

Individual: A person meeting the criteria for a consumer under WAC 388-865-0150. This definition includes a parent of a child under 13 who is receiving services, or a parent of a child under 18 who is involved with the treatment team. It does not include parents of adult children, other family members or any other individual unless they are an authorized representative.

Notice of Action (NOA): Is the written notice that a RSN/BHO/BHO/RSN/BHO/BHO provides to an individual, receiving Medicaid services, to communicate an *action*. [Note: The RSN/BHO/BHO/RSN/BHO/BHO cannot delegate making determinations regarding actions or issuing or NOAs to a provider agency.] The NOA must include all of the elements listed below:

- The action taken by the RSN/BHO/BHO/RSN/BHO/BHO.
- The reason for the action and a citation of the rule or rules being implemented.
- The individual's right to file an appeal with the RSN/BHO/BHO/RSN/BHO/BHO and the required timeframes if the individual does not agree with the decision or action.
- The circumstances under which an expedited resolution is available and how it can be requested.

The individual's right to receive behavioral health services while an appeal is pending, how to make the request for continued services, and notification that the individual may be liable for the cost of the services received while the appeal is pending if the appeal decision upholds the action.

Out of Network Policy

If an individual who is Medicaid-eligible requires medically necessary behavioral health services that are not available through the Optum Pierce RSN/BHO/BHO provider network, or are not available within Optum Pierce RSN/BHO/BHO access timeframes, or there is not a behavioral health care provider with the appropriate training and experience within the Optum Pierce RSN/BHO/BHO provider network, Optum Pierce RSN/BHO/BHO shall pay for services outside its network until the network is able to provide them. Providers outside the Optum Pierce RSN/BHO/BHO must meet all state and federal requirements and enter into a contract for services with Optum Pierce RSN/BHO/BHO or one of its subcontracted behavioral health agencies.

Network Adequacy Policy

The Optum Pierce RSN/BHO/BHO monitors the status of the network, projecting future needs and identifying any network deficiencies or gaps.

Optum Pierce RSN/BHO/BHO maintains a network of behavioral health care providers supported by written agreements, which provide adequate access to all services covered under the contract.

Tools for identifying trends include:

- Analysis of current and projected enrollee and consumer needs;
- Medicaid and state-funded enrollment (current and projected) and penetration rate;
- Analysis by age group (0-17, 18-20, 21-59, 60+);
- Analysis by gender;
- Analysis by race/ethnicity;
- Analysis by primary language.
- Review of behavioral health care provider input through monthly meetings as well as month end meetings individually with providers;

- Review of individual and family input through the Quality Review Team, Ombuds, and QA/PI Committees;
- Review of grievance trends and analysis;
- Review of annual consumer satisfaction survey trends and analysis;
- Review of critical incidents involving access to services concerns;
- Analysis of current and projected network capacity;
- Numbers and types of behavioral health care providers available to deliver contracted Medicaid services (including individual clinician licenses, specialists and cultural/linguistic capacity);
- Geographic location of providers and Medicaid consumers;
- GeoAccess reports verify the adequacy of the network and map the membership to the contracted providers.
- Travel time analysis from Community Behavioral Health Agencies;
- Review of other data sources (medical record reviews, grievances) regarding pertinent issues (such as means of transportation, physical access for consumers with disabilities);
- Access data analysis and review: timeliness for routine service requests, timeliness for urgent service requests, timeliness for emergent service requests
- Other access indicators, from medical record reviews, grievances and other data sources.
- Provide access to and support a “behavioral health home” for all Medicaid enrollees/consumers;
- Ensure that Medicaid enrollees/consumers have access equal to, or better than, community norms;
- Ensure that services are accessible to enrollees/consumers in terms of timeliness, amount, duration and scope;
- Provide Washington State Plan-covered services within designated time and distance limits according to DSHS standards;
- Meet the unique cultural and linguistic needs of all enrollees/consumers;
- Maintain the ability to adjust the number, mix and geographic distribution of behavioral health care providers to meet access and distance standards as the population of enrollees/consumers shifts within the service area;
- Maintain the ability to shift reimbursement amounts for different specialties to meet access and distance standards;
- Adhere to the principles of Recovery & Resiliency.
- In accordance with WAC 388-865-0260(3), if more than five hundred (500) persons in the total population in an RSN/BHO/BHO geographic area report in the U.S. census that they belong to racial/ethnic groups as defined in WAC 388-865-0150, the RSN/BHO/BHO is to contract or otherwise establish a working relationship with the required specialists to:
 - Provide all or part of the care and services for these populations; or
 - Supervise or provide consultation to staff members providing care and services to these populations.

Line 300. Notice of Action:

The Optum Pierce RSN/BHO/BHO Notice of Action Policy confirms that as required by CFR, WAC and PIHP contract, the Optum Pierce RSN/BHO/BHO ensures that all Medicaid enrollees receiving behavioral health services receive NOAs in response to Actions made by the Optum Pierce RSN/BHO/BHO and the right to appeal such Actions. Medicaid enrollees receive notice of the right to appeal when a request for prior authorization of a service is denied and when previously authorized services are reduced, suspended or terminated. Copies of the enrollees NOAs are sent to the provider agency selected by the enrollee for Behavioral Health Services. Provider agencies are required by policy to review the written NOA and an enclosed copy of consumer rights with individuals in their services, provide Ombuds information and respond to questions.

The requirements of 42 CFR 438.404 are addressed later in this document and the RSN/BHO/BHO found to be compliant.

Line 301. Notice of Action Timeframes- Termination, suspension or reduction of services:

In Optum's Notice of Action Policy notices are required for a Denial or Limitation of a request for standard authorization of a *Title XIX*-covered service:

Optum Pierce RSN/BHO/BHO is to provide the notice as expeditiously as the enrollee's health condition requires, not exceeding fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to 14 calendar days if: The individual requesting services or the Optum Pierce RSN/BHO/BHO's mental health care provider requests an extension; or

The Optum Pierce RSN/BHO/BHO justifies a need for an extension and how the extension is in the enrolled individual's best interest. The Optum Pierce RSN/BHO/BHO is to provide written notice of the reason to extend the timeframe and is to inform the individual requesting services of the right to file a grievance if he or she disagrees with that decision.

Line 302. Notice of Action-Timeframes and Denial of Payment:

The Optum Pierce RSN/BHO/RSN/BHO/BHO "Notice of Action Policy" stipulates: Notices required for denial of payment are to occur at the time of any Action affecting payment.

Line 303. Notice of Action-Timeframes and Denial of Standard Authorization:

The Optum Pierce /RSN/BHO/RSN/BHO/BHO Notice of Action Policy states:

The Optum Pierce RSN/BHO/RSN/BHO/BHO and its contracted mental health care providers explain the Action appeal process to all Medicaid enrollees or their custodial parent or legal guardian at the time of assessment and intake in a manner that is understandable to the enrollee. This may include the use of qualified sign language interpreters for those enrollees with hearing impairments, oral explanations designed for enrollees with visual impairments, individuals who cannot read or who have a developmental disability, and/or explanations in languages other than English.

Copies of all notices and forms provided to enrollees requesting or receiving services are placed in the enrollee's clinical record, thereby documenting provision. Forms, which are mailed, are to be mailed in a manner that documents receipt.

Line 304. Notice of Action-Timeframes and Denial of Expedited Authorization:

Time frames were previously described in the section parallel to 42 CFR 438.404(c) and following pages. **42 CFR 438.210(d) (1) reads** (d) *Timeframe for decisions*. Each MCO, PIHP, or PAHP contract must provide for the following decisions and notices: (1) *Standard authorization decisions*. For standard authorization decisions, provide notice as expeditiously as the enrollee’s health condition requires and within State-established timeframes that may not exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days, if— (i) The enrollee, or the provider, requests extension; or (ii) The MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee’s interest.

Line 305. Notice of Action-Timeframes and Denial of Standard Authorization:

Time frames were previously described in the section parallel to 42 CFR 438.404(c) and following pages. **42 CFR 438.210(d)(1) reads** (d) *Timeframe for decisions*. Each MCO, PIHP, or PAHP contract must provide for the following decisions and notices: (1) *Standard authorization decisions*. For standard authorization decisions, provide notice as expeditiously as the enrollee’s health condition requires and within State-established timeframes that may not exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days, if— (i) The enrollee, or the provider, requests extension; or (ii) The MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee’s interest.

Line item	Authority	Description	Responses to be addressed
308	42 CFR 438.400(b)	Grievance system - appeal.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
309	42 CFR 438.402(b)(1)	Grievance system - authority to file.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
310	42 CFR 438.402(b)(2)	Grievance system - timing.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
311	42 CFR 438.402(b)(3)(ii), 42 CFR 438.406(b)	Grievance system - appeal process - procedures.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is

Line item	Authority	Description	Responses to be addressed
			addressed in your response.
312	42 CFR 438.408(a), 42 CFR 438.408(b)(2), 42 CFR 438.408(c)	Grievance system - appeal process - resolution and notification.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
313	42 CFR 438.408(d)(2)(i), 42 CFR 438.408(e)	Grievance system - appeal process - format and content of resolution notice.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
314	42 CFR 438.420(b, c, & d), 42 CFR 438.402(b)(2), 42 CFR 438.404(c)(1), 42 CFR 431.230(b)	Grievance system - appeal and state fair hearing process - continuation of benefits.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
315	42 CFR 438.424(a)	Grievance system - appeal and state fair hearing process - effectuation when services were not furnished.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
316	42 CFR 438.424(b)	Grievance system - appeal and state fair hearing process - effectuation when services were furnished.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
317	42 CFR 438.410(a)	Grievance system - expedited appeals process – general.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
318	42 CFR 438.402(b)(3)(ii)	Grievance system - expedited appeals process – authority to file.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.

Line item	Authority	Description	Responses to be addressed
319	42 CFR 438.406(b)(2)	Grievance system - expedited appeals process – procedures.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
320	42 CFR 438.408(a)42 CFR 438.408(b)(3)42 CFR 438.408(c), 42 CFR 438.408(d)(2)(ii)	Grievance system - expedited appeal process - resolution and notification.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
321	42 CFR 438.410(b)	Grievance system - expedited appeal process - punitive action.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.
323	42 CFR 438.408(f)(2)	Grievance system - state fair hearing - parties.	Answer as part of the response to the requirement with the description: <u>Grievance system - general requirements.</u> Provide a specific reference here to where this specific requirement is addressed in your response.

Line 309. Grievance System-Authority to File:

As found in Optum’s Grievance System and Grievance System Consumer Right to a Fair Hearing policies, Medicaid enrollees have the right to file a grievance and may request a state fair hearing. .

Line 310. Grievance System-Timing. (Medicaid System>Enrollee’s Right to Appeal)

Optum’s Policy states that individuals, enrolled persons, or representatives on behalf of the enrollee with the enrollee’s written permission, may initiate an appeal or expedited appeal verbally or in writing. Requests for standard appeals that are initially received orally must be followed by a signed written request by the enrollee or representative within seven (7) days. Requests for expedited appeals are not expected to be followed by a written request.

Appeals generally must be initiated within 45 calendar days of the receipt of the Optum Pierce RSN/BHO *Notice of Action*. Appeals must be initiated within 10 calendar days of the receipt of the Pierce RSN/BHO *Notice of Action* for enrollees to request that their previously enrolled persons, or representatives on behalf of the enrollee with the enrollee’s written permission, may initiate an appeal or expedited appeal verbally or in writing. Requests for standard appeals that are initially received orally must be followed by a signed written request by the enrollee or

representative within seven (7) days. Requests for expedited appeals are not expected to be followed by a written request.

Line 311. Grievance System: Appeal Process Procedures:

The Appeal Policy additionally states: Enrolled persons, or representatives on behalf of the enrollee with the enrollee's written permission, may initiate an appeal or expedited appeal verbally or in writing. Requests for standard appeals that are initially received orally must be followed by a signed written request by the enrollee or representative within seven (7) days. Requests for expedited appeals are not expected to be followed by a written request.

Line 312. Grievance System: Appeal process-resolution and notification

The Appeal Policy reads "The Optum Pierce RSN/BHO makes a decision on an enrolled individual's request for an expedited appeal and provides notice as expeditiously as the enrollee's mental health condition requires, within three (3) working days or sooner based on the medical necessity of the enrollee. The Optum Pierce RSN/BHO also makes reasonable efforts to provide verbal notification."

Line 313.

Optum's policy entitled "Grievance System: Medicaid Enrollee's Right to Appeal" includes the following language:

The Optum Pierce RSN/BHO mails a written notice of resolution as expeditiously as the enrollee's mental health condition requires, but not exceeding 45 days after receipt of the oral or written request for appeal. The Optum Pierce RSN/BHO may extend the prescribed timeframes for resolution of appeals up to fourteen (14) days if: the enrollee requests the extension; or the Optum Pierce RSN/BHO shows to the satisfaction of the applicable state agency that there is a need for additional information and the Optum Pierce RSN/BHO explains how the delay is in the enrollee's best interest.

Notice of Resolution for Expedited and Standard Appeals 5.1. The Notice of Resolution includes: The reason for the decision; the results of the resolution process; the date it was completed; the process and available supports if the enrollee or provider has any concerns about retaliation; the right to request a Fair Hearing at any time if the enrollee believes there has been a violation of the Washington Administrative Code.

For appeals regarding denial of services that are resolved in favor of the enrollee, the Notice of Resolution includes: Information about how the enrollee may obtain services; Supports available to assist in obtaining services; Information that enrollees must initiate services within sixty (60) days.

For appeals not resolved wholly in favor of the enrollee, the Notice also includes: The right to request a state Fair Hearing; The process for requesting a Fair Hearing; The right to request the continuance of benefits while the hearing is pending; How to make the request; Notice for any circumstances in which the enrollee may be asked to pay for the cost of those benefits if the hearing decision upholds the original Action. When enrollees or providers have concerns about retaliation they are to be offered assistance by the Optum Pierce RSN/BHO. Optum Pierce RSN/BHO sends a Notice of Action to the enrollee about their right to request a Fair Hearing if Optum Pierce RSN/BHO fails to meet the timeline for disposition or extension of the appeal.

Line 314. Grievance System-Appeal and State Fair Hearing Process.

The Optum Pierce RSN/BHO/BHO Enrollee Right to Appeal Policy states:

The Optum Pierce RSN/BHO continues the enrollee's services/benefits if all of the following apply: The enrollee or the provider files the appeal on or before the later of the following: Within 10 calendar days of receipt of the Optum Pierce RSN/BHO's Notice of Action, which for actions involving services previously authorized, must be delivered by a method that certifies receipt and assures delivery within three (3) calendar days of the intended effective date of the Optum Pierce RSN/BHO's proposed Action, or the intended effective date of Optum Pierce RSN/BHO's proposed Action.

The appeal involves the termination, suspension or reduction of a previously authorized course of treatment.

Services were requested by an authorized community mental health agency; the enrollee requests a continuation of services/benefits; and the period covered by the original authorization has not expired at the time of the request for continuation of benefits. If, at the enrollee's request, the Optum Pierce RSN/BHO continues or reinstates the enrollee's services while the appeal is pending, the services must be continued until one of the following occurs: The enrollee withdraws the appeal; 10 days pass after the Optum Pierce RSN/BHO mails the Notice of Resolution of an appeal and the resolution is not in favor of the enrollee, unless the enrollee requests a Fair Hearing (with continuation of services until the DSHS Fair Hearing decision is reached); or The State Office of Administrative Hearings (OAH) issues a Fair Hearing decision adverse to the enrollee. Enrollees who request continuation of benefits are to be notified that if the final resolution of the appeal is adverse to the enrollee (i.e. the Optum Pierce RSN/BHO action is upheld), the Optum Pierce RSN/BHO may request the enrollee to reimburse the cost of the services furnished to the enrollee while the appeal was pending. If the Optum Pierce RSN/BHO fails to meet the timelines concerning any appeal, the services that are the subject of the appeal will be provided. The Optum Pierce RSN/BHO will pay the community mental health agency to provide these services.

If the Optum Pierce RSN/BHO or the State Administrative Hearing Officer reverses a decision to deny, limit, or delay services that were not furnished while the appeal was pending, the Optum Pierce RSN/BHO is to authorize and the community mental health agency is to provide the disputed services promptly, and as expeditiously as the enrollee's mental health condition requires. If the Optum Pierce RSN/BHO or the State Administrative Hearing Officer reverses a decision to deny authorization of services, and the enrollee received the disputed services while the appeal was pending, the Optum Pierce RSN/BHO is to pay for those services. If the final resolution of the appeal upholds the Optum Pierce RSN/BHO Action, the Optum Pierce RSN/BHO may recover the amount paid for the services provided to the enrollee while the appeal was pending to the extent that they were provided solely because of the requirement for continuation of services and in accordance with 42 CFR 431.230(b).

Line 315. Grievance System-Appeal and State Fair Hearing Process-Effectuation When Services Were Not Furnished:

Optum's appeal policy specifies:

If the Optum Pierce RSN/BHO or the State Administrative Hearing Officer reverses a decision to deny, limit, or delay services that were not furnished while the appeal was pending, the Optum Pierce RSN/BHO is to authorize and the community mental health agency is to provide the

disputed services promptly, and as expeditiously as the enrollee's mental health condition requires.

Line 316. Grievance System-Appeal and State Fair Hearing Process-Effectuation When Services Were Furnished.

Optum's appeal policy states:

If the Optum Pierce RSN/BHO or the State Administrative Hearing Officer reverses a decision to deny authorization of services, and the enrollee received the disputed services while the appeal was pending, the Optum Pierce RSN/BHO is to pay for those services.

If the final resolution of the appeal upholds the Optum Pierce RSN/BHO Action, the Optum Pierce RSN/BHO may recover the amount paid for the services provided to the enrollee while the appeal was pending to the extent that they were provided solely because of the requirement for continuation of services and in accordance with 42 CFR 431.230(b).

Line 317. Expedited appeals process-general:

A section of Optum's Enrollee Right to Appeal Policy deals with expedited appeals. The policy states:

Expedited appeals may be requested when the enrollee, provider or other representative believes that taking the time for a standard resolution could seriously jeopardize the enrollee's life, mental health, or ability to attain, maintain, or regain maximum function.

3.2. Enrolled individuals, providers, or other representatives may contact the Ombuds Service for assistance or may initiate an expedited appeal verbally or in writing with an Optum Pierce RSN/BHO Grievance Coordinator.

Line 318. Grievance System-Expedited Appeals-Authority to File.

The Appeals policy describes the authority to file in the following section:

Expedited appeals may be requested when the enrollee, provider or other representative believes that taking the time for a standard resolution could seriously jeopardize the enrollee's life, mental health, or ability to attain, maintain, or regain maximum function. Enrolled individuals, providers, or other representatives may contact the Ombuds Service for assistance or may initiate an expedited appeal verbally or in writing with an Optum Pierce RSN/BHO Grievance Coordinator. Ombuds Services are available to provide advocacy, assistance, and investigation throughout the appeals process. Ombuds Services works to assist the consumer or representative with appeals through the Optum Pierce RSN/BHO appeals and expedited appeals processes. The Optum Pierce RSN/BHO Quality Assurance staff assists callers and provides follow-up with the appeals process. The Medicaid enrollee may also have assistance from his or her provider or anyone of his or her choice throughout the process. Parties to an appeal may include the enrolled individual and his or her representative, or the legal representative of a deceased enrollee's estate.

Line 319. Grievance System-Expedited Appeals-Procedures:

The 42 CFR 438.406(b)(2) allows individuals in services 20 to 90 days following receipt of a Notice of Action to file an appeal. Optum's policy calls for enrolled persons, or representatives on behalf of the enrollee with the enrollee's written permission, may initiate an appeal or expedited appeal verbally or in writing. Requests for standard appeals that are initially received

orally must be followed by a signed written request by the enrollee or representative within seven (7) days. Requests for expedited appeals are not expected to be followed by a written request. Appeals generally must be initiated within 45 calendar days of the receipt of the Optum Pierce RSN/BHO *Notice of Action*. Appeals must be initiated within 10 calendar days of the receipt of the Pierce RSN/BHO *Notice of Action* for enrollees to request that their previously authorized services continue or be reinstated during the appeals process.

Line 320. Grievance System-Expedited Appeals-Resolution and Notification:

Optum's policy states: The Optum Pierce RSN/BHO makes a decision on an enrolled individual's request for an expedited appeal and provides notice as expeditiously as the enrollee's mental health condition requires, within three (3) working days or sooner based on the medical necessity of the enrollee. The Optum Pierce RSN/BHO also makes reasonable efforts to provide verbal notification. The Optum Pierce RSN/BHO may extend the prescribed timeframes for resolution of an expedited appeal by up to 14 days if: The enrolled individual requests the extension; or The Optum Pierce RSN/BHO shows to the satisfaction of the applicable state agency that there is a need for additional information; and . The Optum Pierce RSN/BHO explains how the delay is in the enrollee's best interest.

Line 321. Grievance System-Expedited Appeals-Punitive Action

The Enrollee's Right to Appeal Policy states:

When enrollees or providers have concerns about retaliation they are to be offered assistance by the Optum Pierce RSN/BHO. The Optum Pierce RSN/BHO ensures that retaliation or punitive action is not taken against an enrollee or provider who requests an expedited resolution or supports an enrollee's appeal.

Line 322. Grievance System-State Fair Hearing Process-Notification of State Hearing Procedures:

The Consumer Right to a Fair Hearing Policy reads:

Consumers and their representatives have the right to request the Department of Social and Health Services (DSHS) pre-hearing and administrative hearing processes as described in *WAC 388-02* when: A consumer believes there has been a violation of the DSHS rules; The Optum Pierce RSN/BHO or contracted mental health care providers violate timeframe requirements for a grievance or the Optum Pierce RSN/BHO violates timeframe requirements for an appeal or expedited appeal; A Medicaid enrollee does not receive a favorable disposition from an appeal to the Pierce RSN/BHO; and/or a consumer does not receive a favorable disposition of a grievance to the Optum Pierce RSN/BHO. Medicaid enrollees or their representative may also request an expedited Fair Hearing when the enrollee or representative believes that taking the time for standard resolution would jeopardize the enrollee's ability to maintain or regain maximum functioning.

Line 323 Grievance System-State Fair Hearing Process-Parties:

In the Optum Pierce RSN/BHO/BHO policy on Enrollee Right to a Fair Hearing:

In Fair Hearings that involve appeals, parties to the Fair Hearing include the Optum Pierce RSN/BHO/RSN/BHO/BHO, the consumer, and the consumer's representative or the representative of a deceased consumer's estate.

WORK PLAN:
Project Plan Key (STATUS Column)

- Complete
- On track to be completed on time
- Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Adjust appeal and grievance work flows	●	October 2015	3 months	December 2015	
Ensure all contractors have supervisors complete mandatory trainings prior to April 1, 2016	●	January 2016	3 months	March 2016	
Strengthen role of Ombuds to support RSN/BHO/BHO	●	January 2016	3 months	March 2016	
Provide training to SUD providers on grievances/complaints/critical incident reporting requirements and timelines	●	January 2016	3 months	March 2016	

XI. TRIBAL COMMUNICATION AND COORDINATION AND COMMUNICATION PLAN

INTRODUCTION

Optum Pierce RSN/BHO recognizes the importance of engaging with the Puyallup Tribe. We support their 4,000 enrolled members and partner with many of their human services programs.

Currently Optum Pierce RSN does not have a provider contract with a tribal mental health agency. We have been told that the Tribe does not intend to enter into a contractual agreement with Optum Pierce RSN. Rather, they are seeking a simple joint agreement for the coordination and provision of crisis services. Therefore, the Puyallup Tribe and Optum Pierce RSN have engaged in a number of conversations over the past years in the effort to come to agreement about crisis support services. In the Spring of 2015, we met again and were able to jointly craft a draft *Crisis Services Coordination Plan*. Another joint meeting to further discuss the draft proposal is scheduled for the last week of October 2015. With the help of State Tribal Liaison staff, Optum Pierce RSN is looking forward to anchoring the proposed plan into a signed agreement with the Tribe. The most current version of the proposed plan with signature from Optum has been previously sent to David Johnson at DBHR in May 2015.

As outlined below, the draft plan identifies priority services that are of interest to the Tribe, including crisis services, voluntary and involuntary inpatient psychiatric services, and inpatient psychiatric discharge planning services. In the plan, we also developed a number of coordination guidelines for those services describing how to access the services, how services are authorized, the role of DMHPs, debriefings to be conducted post discharge, and similar topics.

In addition, we are extending an invitation to the Puyallup Tribe to participate as a member of the RSN Advisory Board that will be expanded to a BHO Advisory Board if we are selected to continue serving Pierce County. This is another step in our ongoing efforts to strengthen communication and coordination with the Tribe and involve them in the operations of the BHO.

As required by state contract, Optum Pierce RSN will submit the Tribal Coordination Plan and Progress Report for the Behavioral Health Organization to DBHR on or before March 1, 2016. The report will highlight the following elements:

1. Goals/Objectives
2. Activities
3. Expected Outcome
4. Lead Staff and Target Date
5. Status Update for the Fiscal Year

REQUIRED RESPONSES:

The team identified the following specific question and area that relate directly to this plan.

Line item	Authority	Description	Responses to be addressed
169	RCW 71.24.300 (1, 2, 3, 4,	Behavioral health organization - inclusion of tribal	(1) How will the BHO allow for the inclusion of the tribal authority to be represented as a party to the behavioral health organization?

Line item	Authority	Description	Responses to be addressed
	& 5)	authorization - roles and responsibilities.	(2) Provide a work plan for the implementation of the American Indian Addendum, Exhibit E to the DPR. (3) Address how you will assure that AI/AN enrollees have equal access to behavioral health services. (4) Describe how you will provide culturally competent services to AI/AN. (5) How will the BHO provide for a continuation and/or transition of this practice to assure access to these services by tribal members? (6) Address coordination with Tribal providers and provide any written agreements.

During these past months, Optum RSN and the Puyallup Tribe Leadership met a number of times to craft a Crisis Services Coordination Plan. We have a draft proposal of such a plan but no signed agreement yet at this point. The State Tribal Liaison will meet with us in October 2015 to help finalize the document. In addition to completing the Crisis Services Coordination Plan, we are extending the Tribe an invitation to participate on the RSN Advisory Board that will be expanded to a BHO Advisory Board if we are selected to continue serving Pierce County. This is another step in our ongoing efforts to strengthen communication and coordination with the Tribe and involve them in the operations of the BHO.

The purpose of the Crisis Services Coordination Plan is to define access to and the provision of culturally competent crisis, Involuntary Treatment Act (ITA) evaluation, voluntary inpatient authorization and discharge planning services to Tribal members and on Tribal lands within the Department of Social & Health Service (DSHS) contracted service area of Optum Pierce Regional Support Network (RSN). The plan outlines details for providing crisis, ITA evaluation, voluntary inpatient authorization and discharge planning services on Tribal Lands within the RSN.

The priority services identified by the Tribe that are linked to this plan include:

A. Crisis Services

With the following descriptors:

Crisis Services are a system of voluntary and involuntary short-term emergency mental health services provided by professional crisis responders and certified peers available 24-hours a day/7 days a week/365 days a year to any individual in the Optum Pierce Service Area (Pierce County) who report they are experiencing a mental health crisis by calling 1-800-576-7764. Crisis services are aimed at effectively and safely resolving an individual's crisis as rapidly as possible using the least restrictive available intervention and environment based on medical necessity.

Crisis Services include:

1. Centralized Crisis Line (1-800-576-7764)
2. Peer operated Warm Line (1-877-780-5222)

3. Mobile Outreach Crisis Team
4. Specialized Children's Mobile Outreach Crisis Team
5. Involuntary Treatment Act Services in accordance with RCW 71.05, RCW 71.24.300 and RCW 71.34
6. Recovery Response Center—Crisis Triage and Stabilization Services
7. Crisis Stabilization Beds

B. Voluntary and Involuntary Inpatient Psychiatric Services

With the following descriptors:

Inpatient psychiatric services will be authorized after other appropriate less restrictive alternatives have been ruled out for the individual in the current situation. Individuals who meet medical necessity and Level of Care criteria for inpatient psychiatric services - whether voluntarily or involuntarily - will be admitted to either an inpatient psychiatric unit within a community hospital or a Freestanding Evaluation and Treatment (E&T) facility. The admission criteria, service expectations and discharge planning are outlined in the Optum Pierce RSN Level of Care Guidelines.

1. Voluntary Inpatient Psychiatric Services

Optum Pierce RSN must provide to requesting hospitals, certification and authorization or denial for all inpatient hospital psychiatric admissions for individuals who are Medicaid eligible or other individuals eligible for publicly funded inpatient psychiatric services who reside within Optum Pierce RSN service region. A request for admission to an inpatient psychiatric unit is made telephonically. The individual's clinical condition is discussed with an Optum Care Manager who is available 24-hours a day/7 days a week/365 days a year to provide prior authorization. Whenever possible, the Mental Health Professional who has conducted the evaluation of the individual should be the one requesting authorization. All calls requesting certification and authorization of voluntary inpatient psychiatric are responded to within two (2) hours. Determination of certification and authorization or denial for psychiatric inpatient care will be made within twelve (12) hours of the initial call.

2. Involuntary Inpatient Psychiatric Admissions

Involuntary admissions occur in accordance with the Involuntary Treatment Act (ITA) RCW chapters 71.05, 71.24 and 71.34. Only individuals thirteen (13) years of age and older may be subject to the provisions of these laws. Optum Pierce RSN delegates responsibility for implementation of the ITA to its contracted network providers including ITA court related services. Crisis services become Involuntary Treatment Act Services when a Designated Mental Health Professional (DMHP) determines an individual must be evaluated for involuntary treatment. Only a Designated Mental Health Professional (DMHP) may make involuntary evaluation and treatment determinations and is independent of the Optum Pierce RSN administration. ITA services continue until the end of the involuntary commitment.

C. Inpatient Psychiatric Discharge Planning Services

With the following descriptors:



Discharge planning is initiated within twenty-four (24) hours of admission and continues throughout the course of the hospital stay until the appointment with the individual's provider or assigned provider within five (5) days post hospitalization. Discharge coordination will include at minimum one (1) visit to the person by a Peer Bridger during their hospital stay; coordination throughout the admission in treatment and discharge planning with the individual, when appropriate family members, hospital staff and Social Workers and the involved or receiving outpatient provider. Optum Pierce RSN Care Managers provide support and oversight throughout the discharge planning process.

In the Plan, we developed the following service coordination guidelines:

A. Crisis & ITA Services

1. All Crisis and ITA Services are accessed by calling the Optum Pierce Centralized Crisis Line (1-800-576-7764) including services provided on Tribal lands.
2. For Emergent Care, face-to-face crisis outreach interventions will be conducted within two (2) hours of the request by Crisis Line Specialists in order to provide support to the individual and determine critical needs and functional strengths. The provision of services will occur within twenty-four (24) hours for Urgent Care. If it is determined that a DMHP evaluation is needed, the evaluation will occur within six (6) hours of the request.
3. Mobile Outreach Crisis Team (MOCT) service providers including Designated Mental Health Professionals (DMHP) have the authority as designated by the Puyallup Tribe to enter Tribal lands 24-hours a day/7 days a week/365 days a year to provide requested crisis and ITA services to any individual experiencing a mental health crisis without prior notification to Puyallup Tribal Authorities.
4. In the event the DMHP cannot conduct a requested evaluation on Tribal Land due to safety or medical reasons, the DMHP will request the individual be transported to the nearest community hospital Emergency Department where the DMHP will conduct the evaluation. Appropriate transportation (i.e. ambulance, police, family, etc.) will be jointly determined by the requester and the DMHP.
5. When an individual is detained under a 72-hour ITA commitment petition and there are no involuntary Evaluation & Treatment (E&T) beds or any other involuntary inpatient psychiatric beds available in or out of county, the individual will be served at the Optum Pierce Recovery Response Center on a Single Bed Certification under the authority of the Emergency Rule WAC 388-865-0526 or its successor.
6. Mobile Outreach Crisis Teams will provide next business day notification of the crisis intervention outcomes to the individual's existing mental health provider or community-based program to facilitate the coordination of services.
7. Whether or not crisis services are provided on Tribal land Mobile Outreach Crisis Team service providers including DMHP will attempt to identify Puyallup Tribal Members through self-identification. As soon as clinically appropriate, an attempt will be made to obtain a signed Release of Information (ROI) if the individual wants MOCT to notify Kawachee Counseling Center

of the event for the purpose of care coordination and follow-up services. Once a signed ROI is obtained notification and care coordination with Kawachee Counseling Center will begin the next business day.

8. A face-to-face debriefing of all Kawachee Counseling Center requests for a DMHP evaluation no matter the outcome will be offered within 72 business hours of the known outcome of the event. Participants in the debriefing will include but not be limited to the Kawachee mental health counselor requesting the DMHP evaluation and their supervisor, DMHP who conducted the evaluation and their supervisor, Optum Pierce RSN Clinical Manager or designee and when possible the individual DMHP evaluated.

B. Voluntary Psychiatric Hospital Authorization

1. To request prior authorization for voluntary psychiatric hospitalization for individuals who have Medicaid or are Medicaid eligible, individuals may call Optum Pierce RSN 253.292.4200 or 1.866.673.6256, then Press 1 in the offered menu.
2. The individual must be medically cleared prior to voluntary psychiatric inpatient authorization approval and acceptance/admission into a psychiatric inpatient facility.
3. When a voluntary psychiatric authorization request is initiated by a Kawachee Counseling Center Mental Health Professional, the Optum Pierce RSN Care Manager will convey disposition and assist with the coordination of care the next business day.
4. A face-to-face debriefing of all Kawachee Counseling Center requests for voluntary psychiatric inpatient service authorization no matter the outcome will be offered within 72 business hours of the known outcome of the event. Participants in the debriefing will include but not be limited to the Kawachee mental health counselor requesting the authorization and their supervisor, involved Optum Pierce RSN Care Manager, Optum Pierce RSN Clinical Manager or designee and when possible the individual seeking inpatient psychiatric services.
5. We have procedures that explain appeal processes for when a voluntary psychiatric inpatient authorization was denied.

C. Inpatient Psychiatric Discharge Planning Services

1. Discharge planning services are initiated within twenty-four (24) hours of admission. Peer Bridgers will assist all individuals to reconnect to Kawachee Counseling Center or other outpatient mental health services and other formal and informal supports identified in person-centered treatment plans (PCTPs). Upon admission, the E&T assigned Social Worker will begin working on discharge planning with the individual, the Peer Bridger, Outpatient Provider and Optum Care Manager.
2. Peer Bridger discharge coordination will include a visit to the person during their stay in the hospital, coordination with the Social Workers on site and an appointment scheduled with their provider or assigned provider within five (5) days post hospitalization. Peer Bridgers will ensure the individual has

transportation and receives a reminder call for their follow-up appointment with their provider.

3. When an individual is receiving outpatient services from Kawachee Counseling Center and is admitted to an Optum Pierce Evaluation & Treatment (E&T) facility the E & T assigned Social Worker will begin working on discharge planning with the individual, the Peer Bridger and Kawachee Counseling Center designee in order to facilitate discharge as soon as a less-restrictive plan for treatment can be safely implemented.
4. For individuals receiving outpatient services at Kawachee Counseling Center, assigned Kawachee Mental Health Professionals will actively participate in treatment and discharge planning that promotes rapid and successful reintegration back into the community from any hospitalization. Coordinate with E&T Social Workers and Peer Bridgers to provide an outpatient service within five (5) days of inpatient discharge.

D. Outpatient Services

1. If a tribal member is referred to or presents from non-crisis services and the individual or their legal representative consents, the provider agency will notify the tribal authority to assist in treatment planning and service provision for the person. If the person chooses to be served only by the tribal mental health service, referral to a contracted network Community Mental Health Agency will not be required.
2. The plan is currently being reviewed by the Tribe. We are awaiting their input and feedback to finalize the agreement. We expect that the plan will be signed by both parties within six months of the BHO contract execution.

In addition, we committed to:

1. Recruit and maintain Ethnic Minority Mental Health Specialists – Native American from the Puyallup Tribe will be used as specialists for consults whenever possible.
2. Guarantee that we will not implement fees or policies that would create a charge, deduction, copayment or other similar charges on American Indians and Alaska Natives for services provided.
3. Invite one tribal leader to serve on the Optum Pierce Behavioral Health Advisory Board other Optum Pierce RSN Committees and Subcommittees.
4. Share information about the BHO to the tribe on an ongoing basis: we will be sending mailings to enrollees in the new BHO. For those individuals who are self-identified as AI/AN, Optum Pierce BHO will target mailings to those individuals to ensure they are aware of the BHO and what opportunities those changes mean for them.
5. Require cultural competency training at the provider level that includes topics pertaining to AI/AN populations.
6. Guarantee that if we determine through utilization review or other methods, like complaints or grievances, that AI/AN individuals are encountering challenges in accessing BHO services from a particular contracted provider, we will investigate the situation.

WORK PLAN

Project Plan Key (STATUS Column)

- Complete
- On track to be completed on time
- Future task

Implementation Task	Status	Start Date	Duration	Target End Date	Actual End Date
Draft a coordination and communication plan with the Puyallup Tribe	●	April 1, 2015	3 months	June 30, 2015	June 27, 2015
Joined by Tribal Liaison, finalize service agreement for signature	●	October 20, 2015	6 months	March 2016	
Ensure that all QM materials and review tools reflect cultural competency pertaining to the tribe; invite tribe to participate in creating the materials	●	Jan 2015	3 months	March 30, 2015	
Provide training to BHO providers in competencies with respect to tribal culture	●	Feb 2015	2 months	March 30, 2015	
Inform/Communicate changes to local tribe regarding change to BHO	●	Jan 2015	3 months	March 30, 2015	
Invite Tribal Leadership to become members of the BHO Advisory Board	●	Nov 2015	2 months	December 2015	
Meet with Tribal stakeholders within 3 months post implementation of BHO to identify possible challenges.	●	April 2016	3 months	June 2016	

XIII. BEHAVIORAL HEALTH DATA CONSOLIDATION PROJECT PLAN

The Behavioral Health Data Consolidation project has identified the draft set of data elements required for collection from the BHOs. Many of the data elements have standing definitions in current data dictionaries or reporting instructions and this is indicated in the attached Tables. Reporting rules and definitions and values for new elements, will be developed with the RSN/BHO representatives between July 1 – September 11, 2015 either through the SERI workgroup or the BHDC data group.

Optum Pierce RSN is a data driven operation. Data is used in all aspects of the organization as a primary tool in the operational, performance and decision process.

- Provider Relations (contracts, monitoring etc.)
- Finance (income, payments, performance payments, financial analysis)
- Care Management (authorizations, utilization management, outcomes)
- Quality Assurance and Project Improvement. (data the basis of these activities)
- Administrative (total system performance and direction)

To assist in these efforts a set of reporting data is published on a monthly basis. The reports are very current as all agency data has to be received at the RSN by the 8th working day of the following month.

- Operational Reports
- Utilization Management Reports
- QA/PI Reports

On a daily basis, there are routine reports that:

- Agency Notification by 8 am of all jail booking in the last 24 hours of individuals with a mental health issue
- Notification to Peer Bridger's of all hospitalization in the last 24 hours for follow-up the same day and connections to services
- Various reports that support the authorization process including one for monitoring the 24 hour turnaround of all authorizations
- Daily statewide census of all Pierce County residents hospitalized
- There are many more

A very robust system is required in order to be able to achieve the recipient of this data that is complete, timely, accurate and. That system is described in #2.

1. Provide your plan and timeline to collect and report on the data elements contained in Table 1 (Non-Provider One data elements) and Table 2 (Provider One data elements).

Please see Attachment XIIIa Project Plan for a project plan that outlines the timeline and task for implementation of this system. Go live for this system is April 2016.

2. Describe your plan to assess and ensure the provider agencies in your network (or subcontractors) are able to submit client and service data that meets the BHO reporting requirements (as specified in table below).

The data system depicted in Attachment XIIIb Data Collection Process is currently in use for the RSN and its contracted agencies and will be expanded to include all contracted agencies (MH and SUD) of the BHO.

That system is a Netsmart (NTST) system that includes both agency operational software (both practice management and electronic health record) and software for the Managed Service Organization. It was specifically designed for the Washington Behavioral Health market and has been in use since 2003. It is cloud base and hosted by NTST. It is self-contained system that makes it very secure and allows for the rapid exchanged of data between the BHO and the agencies. New data is transferred to the BHO from the agency every hour.

It currently has all the data elements required for RSN submission to DSHS whether it is thru Provider One or CIS. That system is being upgraded now to collect and transmit the new BHO data requirements.

Each new contracted agency will be supplied a NTST Avatar PM/CWS database that can be used to operate their agency and/or to report to the BHO there will be “no” initial or continuing cost for the use of that software.

3. Describe your plan to assess and ensure the provider agencies in your network (or subcontractors) are able to submit client and service data that meets the BHO reporting requirements (as specified in table below).

a. Describe any barriers your substance use disorder treatment agencies have in meeting the data collection and transmission requirements?

Several agencies (MH and SUD) within our area already are familiar with and utilize the Avatar data system. Barriers for these agencies will be minimal. Agencies without prior database (practice management/electronic health record) will experience the largest barriers. We intend to provide these agencies with the necessary software at no charge, training, go-live support and on-going support post-go-live. It may be a challenge to some agencies as that have never used software to operate their agency and manage their business, do billing, reporting, QA and UM. It is these agencies that offer the greatest challenge.

b. How are your communicating the data reporting requirements?

Our MIS Policy and Procedure Manual (Attachment XIIIc MIS P&P Table of Contents will be expanded to include SUD services. It contains all modalities, the codes that are associated with those modalities and business rules around them. A non-encounter data dictionary, an authorization summary with codes and services for the authorization and other material make up this manual. This manual will be used to train new agencies coming on board. Trainings will begin as part of the go-live process starting in February 2016.

Prior to the February 2016 trainings, there are monthly BHO provider meetings. This manual and material will be reviewed to prepare the agencies for implementation and managed care needs.

c. Describe technical assistance or other support you are providing to substance use disorder treatment agencies?

In addition to the software/operational support already described, we will visit all new agencies and discuss their in-house IT network. A suggested review document and IT policy and procedures will be reviewed. This will be complete by January 2016. This will give them enough time to bring their agencies IT network up to standards. Ongoing support will be provided from within our IT/IS team to the agencies.

d. the IT systems/EHRs used by the provider agencies in your network to collect and submit client and services information?

Only one SUD agency today utilizes a complete practice management/EHR system. They currently report to the RSN. The remainder of the agencies do not have a fully featured operational data system.

Each of those agencies will be supplied a NTST Avatar PM/CWS database that can be used to operate their agency and/or to report to the BHO there will be “no” initial or continuing cost for the use of that software.

4. Document your plan to collect client and services data from the substance use residential providers located throughout the state?

Optum BHO plans to implement contractual arrangements with BHOs and or residential providers outside our region. The contractual requirements would require these out-of-region providers to submit data elements just like any other service provider, which could include paper data collection forms, electronic forms or submission of supplemental files that are accepted into our systems for inclusion with the State data sets that are generated. BHO's are collaborating to set up processes that will facilitate the data flow and information across statewide utilization.

5. Document your systems capacity to collect, store, and submit funding source information associated with a person and service, in order to meet block grant reporting requirements.

We are able to collect and store funding source information within our current system. Submission of that information may take additional programming depending on the requirements from the State. At this time, the funding source submission requirement has been dropped from submission requirements. We strongly urge that due to the high Medicaid churn, retroactive eligibility etc. that DSHS continues to determine funding when they pull the data for their use as they have done for years.

6. Describe how will you ensure that encounters are submitted within 30 days after the close of the month of service?

The agency has 8 business days to submit their encounters from the end of the prior month into Avatar. Those encounters then proceed to the BHO system within 1 hour of that original submission. Once in the BHO system encounters are ready for reporting, based on a bi-weekly submission schedule that will start on 4/1/16, those encounters are produced on an 837 for ProviderOne submission.

Non-crisis services are paid on a modified fee for service basis, which encourages timely, complete and accurate data reporting. If services are not received in 8 business days, it will affect an agencies cash flow.

Monthly reports are run analyzing the timeliness and completeness of data submission by agencies. At a minimum annual encounter data validation audits are performed. If a 95% threshold is not met, the agency is put into corrective action.

Table 1 – Data Elements Not Collected through Provider One

This list has been modified several times and is now replaced by “Behavioral Health Data Store (BHD) Data Dictionary for BHO’s.”

This document is not yet finalized. This puts us at great risk in being able to meet the very aggressive time for implementation.

In order to mitigate our risk and continue development, we reviewed the state document analyzing the items to be finalized. Generally the solution was intuitive based on the document and our history of the State’s direction. We modified the document for the state pointing out the issue and suggested solutions. We will continue our development based on those changes.

Table 2 – Data Elements Collected through Provider One

ProviderOne Data Elements	
ADMISSION_SOURCE_LKPCD	INDCTR_OPTION_CODE
ADMISSION_SOURCE_NAME	INPATIENT_SERVICE_TYPE
AMOUNT_CLAIM_CHARGE	ITA_INDICATOR
AMT_HEADER_ALLOWED	LINE_ALLOWED_AMT
AMT_HEADER_BILLED	LINE_BILLED_AMT
AMT_HEADER_MEDICARE_COST_AV	LINE_BILLED_UNITS
AMT_HEADER_PAID	LINE_PAD_AMT
AMT_HEADER_TPL_COST_AVOIDANCE	LINE_TPL_COST_AVOID_AMT
AMT_MEDICARE	META_GROUP_CODE
AMT_RECIPIENT	META_GROUP_DATA_VALUE1
AMT_REIMBURSEMENT	ORIGINAL_EIMBURSED_AMT
AMT_TOTAL_COMPUTED_RECIP_PMT	PATIENT_ACCOUNT_NUMBER
AUTH_AGENCY_NUMBER	PATIENT_COMM_SRVC_OFF_LKPCD
AUTH_DATE	PATIENT_MMIS_ID (PIC)
AUTH_SERVICE	PATIENT_STAUS_LKPCD
AUTH_SERVICE_LEVEL	PAY_ORDER_DATE
BLNG_NATIONAL_PRVDR_IDNTFR	PAY_SOURCE
BLNG_PRVDR_LCTN_IDNTFR	PROVIDER_ID
BLNG_PRVDR_LEGACY_ID	PRVDR_COUNTY_CODE
CLAIM_CHARGE	PRVDR_POSTAL_CODE
CLAIM_ID	RECIPIENT_AID_CATEGORY (RAC)
CLAIM_LINE_TCN	REVENUE_SOURCE
CLAIM_TYPE_CID	SERVICE_DAYS
CSO_REGION	SERVICE_LOCATION
CTZNSHP_STATUS_LKPCD	SERVICE_MODIFIER
DATE_PAID	SERVICE_PROVIDER_TYPE
DENIAL_REASON_CODE_1	SERVICE_UNITS
DENIAL_REASON_CODE_2	TCN_DATE
DIAGNOSIS	TCN_ORIGINAL
DIAGNOSIS_RELATED_GROUP (DRG)	TRANSACTION_CONTROL_NUMBER (TCN)

**Memorandum of Understanding
between
the City of Fife Police Department
the
The City of Fife Jail
and
OptumHealth Pierce Regional Support Network (RSN)**

This Memorandum of Understanding (hereinafter referred to as "MOU"), is made and entered into by the **City of Fife Police Department** (hereinafter referred to as "FPD"), the **City of Fife Jail** and **OptumHealth Pierce Regional Support Network (RSN)** (hereinafter referred to as "OptumHealth PRSN").

1.0. Purpose

- 1.1.** The purpose of this MOU is to define the roles and responsibilities between the **FPD, the City of Fife Jail and OptumHealth PRSN** to accomplish the following:
 - 1.1.1.** Coordinate communication and resource allocation with law enforcement personnel in the City of Fife for individuals needing the assistance of the crisis mental health services (e.g., evaluation and treatment (E&T), crisis triage, mobile outreach crisis triage (MOCT));
 - 1.1.2.** Coordinate mental health services for persons whom have been arrested and who's criminal case is pending and/or are incarcerated in the local jail or other facility utilized by the **FPD** (i.e., inmates);
 - 1.1.3.** Increase awareness about mental health issues among law enforcement personnel and the City of Fife community;
 - 1.1.4.** Enhance coordination between law enforcement and mental health provider organizations for emergency and disaster planning and response.
- 1.2.** The parties agree that it is to the benefit of the general public and consumers of mental health services that law enforcement professionals continually enhance their knowledge, skills and understanding of mental health issues, the needs of persons with mental illness, and developments in the public mental health systems.
- 1.3.** The parties agree that it is to the benefit of the RSN staff and the staff working in the mental health system of care in Pierce County to continually enhance their knowledge and understanding of the criminal justice system in order to better meet the needs of individuals with mental health issues who have interactions with the law enforcement, jail and court systems.

- 1.4. The parties agree that it is important that the staff of the RSN; the staff of the mental health provider organizations and law enforcement personnel have a solid working relationship in order to better assist individuals with mental illness to be treated with respect, honor their rights, and to navigate the legal and public mental health systems.

2.0. Background

2.1. FPD, and the City of Fife jail

The **Fife Police Department (PPD)** serves the City of Fife in Pierce County, Washington. The **FPD** mission statement; "We are committed to partner with our community to create a safe city by providing the highest level of services." The Core Values of the Department being "respect, integrity, fairness, and service."

The **FPD** is organized into several units: Patrol Unit, Investigation Unit, and Communications, Vehicle Inspection and Corrections Unit.

The **FPD HQ, and Jail** are located at: Public Safety Building,
3737 Pacific Highway E, Fife, WA 98424.

The jail is a 34 bed facility for males only and is utilized by the City of Fife and through contracts with these Pierce and South King County Cities.
King County: Federal Way; Algona; Black Diamond; Des Moines; Pacific;
Milton: Normandy Park
Pierce County: Milton; Steilacoom; Bonney Lake; Roy; Ruston; Eatonville

2.2. OptumHealth PRSN

OptumHealth Pierce Regional Support Network (RSN) is the Regional Support Network in Pierce County, Washington. The RSN office is located at 3315 S. 23rd Street, Suite 310, Tacoma, WA 98405.

OptumHealth PRSN contracts with the Washington State Department of Social and Health Services to serve as a Pre-paid Inpatient Health Plan (PIHP) and to manage community mental health services in Pierce County.

In turn, **OptumHealth PRSN** contracts with local Community Mental Health Agencies (CMHA) for the provision of mental health services to eligible persons in Pierce County.

3.0. Role & Responsibilities of the Parties

3.1. The parties voluntarily agree to the following roles:

3.1.1. FPD:

3.1.1.1. Contact the **OptumHealth PRSN's** Crisis Line, operated by ProtoCall, when there is a person in need of mobile outreach crisis triage (MOCT), or other crisis mental health services; Coordinate with ProtoCall staff regarding the best service option(s) in order to help maximize the use of limited public mental health resources.

3.1.1.2. Communicate, Cooperate and Coordinate with **OptumHealth PRSN** and its contracted providers for persons arrested in Fife whether they are incarcerated in Fife or the **FPD** incarcerates the individual at the **Pierce County Jail**, or contracts the placement of the offender with another agency (city or county or state).

3.1.1.3. Follow referral protocol in Attachment A (The referral protocol in Attachment A describes the referral process for persons who are incarcerated by **FPD** and have been diagnosed with a mental illness or identified as in need of mental health service(s).)

3.1.1.4. Follow referral protocol in Attachment B (The protocol in Attachment B is for coordinating with OptumHealth PRSN contracted providers for pre-release services.)

Pre-release services may include:

3.1.1.4.1. 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;

3.1.1.4.2. 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;

3.1.1.4.3. Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration; and

3.1.1.4.4. Other prudent pre-release (including pre-trial) case management and transition planning.

3.1.1.5 Optumhealth Pierce RSN shall coordinate with local law enforcement and jail personnel. This shall include the development or maintenance of Memoranda of Understanding with local county and city jails in the Pierce County Service Area.

3.2.1 OptumHealth PRSN:

3.2.1.1 Per **OptumHealth Pierce RSN's** contracts with the Washington State Department of Social and Health Services (DSHS), **OptumHealth PRSN** holds contracts for the provision of Jail Services with mental health provider organizations in Pierce County. **OptumHealth PRSN**, or its designee (e.g., contracted Mental Health provider organization(s)), collect information relating to an inmate's mental health status, treatment needs, or mental health service history, and financial status for DSHS benefits.

3.2.1.2 **OptumHealth PRSN**, or its designees, will work cooperatively with the **FPD** in order to coordinate options for mental health services for persons covered under its contracts with Washington DSHS.

3.2.1.3. **OptumHealth PRSN**, or its designees, will work cooperatively with the **FPD** to raise awareness about mental health issues and the local public mental health system.

3.2.1.4. **OptumHealth PRSN** does not provide direct mental health services to individuals with mental health issues. As such, it is not a first responder in an emergency or disaster situation. The RSN does have various responsibilities related to emergency preparedness planning and response in its contractual relationship with DSHS.

3.3. Mutual Role & Responsibilities of the Parties

FPD and OptumHealth PRSN agree to the following:

- 3.3.1.** Maintain internal policies and procedures related to inmate/mental health consumer confidentiality that comply with applicable state and federal statutes, rules, regulations and guidelines.
- 3.3.2.** Not request or disclose more information than the minimum necessary to perform the functions described in this MOU and its Attachments, in accordance with 45 Code of Federal Regulations (CFR) 164.502(b).
- 3.3.3.** Handle all Protected Health Information and other confidential information with sufficient safeguards from unauthorized disclosure to meet federal and state confidentiality and privacy requirements as set fourth in the Health Insurance Portability & Accountability Act (HIPAA), the Revised Code of Washington (RCW), and the Washington Administrative Code (WAC).
- 3.3.4.** Protect all collected information, records, and data from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, RCW 70.02 through 71.05 and HIPAA. The parties shall have a process in place to ensure that all staff and subcontractors providing services under this MOU understand and comply with confidentiality for publicly funded mental health services.
- 3.3.5.** Ensure that access to confidential inmate/mental health consumer information is restricted to persons who are subject to standards comparable to **FPD** or **OptumHealth PRSN**.
- 3.3.6.** Require staff providing services under this MOU to receive training on confidentiality policies and procedures, and to remain current on confidentiality policies and procedures.
- 3.3.7.** Have representatives meet, when needed, to address areas for further collaboration or areas of concern while working within existing available financial and personnel resources.

4.0. Relationship of the Parties

- 4.1.** No agent or employee of the identified parties shall be deemed an agent or employee of the other party.

- 4.2. Each party will solely and entirely be responsible for the acts of its agents, employees, interns, or volunteers.
- 4.3. This MOU is executed for the benefit of the parties and the public. It is not intended, nor may it be construed, to create any third party beneficiaries.

5.0. Miscellaneous

- 5.1. FPD does not warrant or guarantee actions by other agencies of the City of Fife.
- 5.2. **OptumHealth PRSN** cannot obligate organizations in which it has contractual relationships beyond the scope of those arms-length contractual relationships. **OptumHealth PRSN** does not warrant or guarantee actions by providers and other contractors.

6.0. Hold Harmless

- 6.1. Regardless of any verbal statements made prior to or following signature on this MOU, nothing in this MOU is intended to establish a legally binding agreement between the parties.
- 6.2. The parties to this MOU will hold one another, including their employees, interns and volunteers, harmless for failure to perform any of the roles in section 3 of this document, including termination of this MOU with or without advance notice.
- 6.3. There shall be no remedy available to one party for failure by the other party, or a third party, to perform any role in section 3 of this document.

7.0. Communication

7.1. Primary contact persons:

Unless otherwise stated in this MOU, the following will be the primary contacts for this MOU:

FPD

Brad Blackburn, Chief of Fife Police Department may be contacted at 253-922-6635 and/or at bblackburn@cityoffife.org

OptumHealth PRSN

Julie Youngblood, Care Manager may be contacted at (253) 292-4232 or at Julie.Youngblood@optumhealth.com

OptumHealth PRSN

James F. Kenney, Allied Systems Relations Liaison, may be contacted at 253-292- 4197 or James.kenney@optumhealth.com.

7.2. **Meetings.** The parties agree to meet to have representatives meet to discuss the topics in this MOU at least once during 2010, and as needed.

8.0. Dispute Resolution

8.1. All disputes occurring between the parties of this MOU shall be resolved through informal negotiation between the parties.

8.2. Failure to resolve disputes may result in the termination of the MOU.

9.0. Term and Amendment

9.1. The term of this MOU is from the date both parties have signed through September 30, 2011.

9.2. The term of this MOU may be extended by mutual agreement of the parties using a written and signed addendum.

9.3. Each party retains the right to terminate this MOU at any time.

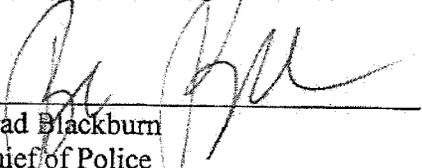
9.4. This MOU may be amended at any time by written agreement signed by both parties.

10.0. Entire MOU

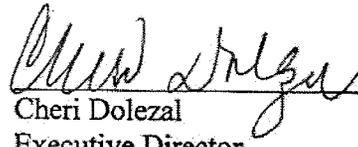
10.1. This MOU contains all the terms and conditions agreed to by the parties.

10.2. No other understanding, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by the dates and signatures hereinunder affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute the MOU on behalf of the party entering this MOU.



Brad Blackburn
Chief of Police
Police Department



Cheri Dolezal
Executive Director
OptumHealth Pierce RSN

City of Fife
3737 Pacific Highway E.
Fife, WA 98424

OptumHealth Public Sector
3315 South 23rd Street, Suite 310
Tacoma, WA 98405

General Phone:
(253) 922-6635
FAX:
(253) 926-5435-3362

General Phone:
(253) 292 - 4200
FAX:
(253) 292 - 4219

Date: 1/20/10

Date: 1/21/11

Memorandum of Understanding

Jail Transition Services (JTS)

Attachment A

Protocol for Referral to Jail Transition Services (JTS)

- If an individual is incarcerated at the City of Fife Jail and has a known diagnosis of mental illness, a history of being involved with the mental health system, or is exhibiting behavior consistent with the need for a mental health screening based upon the observations of the Corrections staff or directed by the appropriate legal system personnel that a contracted representative from a Community Mental Health agency shall conduct an initial mental health screening.
- CMHA Jail Transition Services (JTS) staff will cross reference jail bookings on a daily basis in order to ascertain whether an individual is already involved in the mental health system and whether the individual is already being served by OptumHealth PRSN and a CMHA in Pierce County
- If City of Fife Jail Corrections staff, pursuant to 45 C.F.R. 164.512(k)(5) and RCW 70.02.050, identify that an individual is already served by a CMHA or other mental health provider, the Corrections staff will inform the applicable CMHA Jail Transitions Staff team representative that the individual has been incarcerated at the City of Fife Jail and that the CMHA will need to make arrangements to provide Jail Transition Services at the City of Fife Jail to the individual. The Jail Transition Staff from the respective CMHA will need to ensure that a Transition Plan is developed; a Jail diversion Plan is developed for the involved Court system and that the plan includes ongoing support and service plan options and opportunities are included in the planning for post release from incarceration.
- If the individual is not immediately identified as being involved with mental health services at a local CMHA and has been identified by the Corrections staff or other Police Department and/or Court personnel as meeting the definition of a priority population as defined in chapter 71.24 of the State of Washington RCW City of Fife Corrections staff may contact Protocall and as needed the MOCT Crisis intervention services in order to provide mental health care to the incarcerated individual and to protect the health and safety of the individual, other inmates and the City of Puyallup Corrections staff.
- CMHA JTS staff will discuss with the City of Fife Corrections Staff the means and mechanisms of communication in order to facilitate continuity of care and to explore options for face-to-face meetings with the incarcerated individual.
- If it is identified that the individual is involved with mental health services in another county, it is the responsibility of City of Fife Corrections staff to determine where the individual is a resident; to communicate that information

with OptumHealth PRSN and to the appropriate mental health provider to initiate communication and facilitate supports and transition services,

- If the individual is charged for a felony offense, the DOC community corrections officer may be involved in the Jail Transition Services in the development of a Transition plan, and Jail Diversion plan and with ongoing follow-up process and procedures with the Court and the CMHA. The individual may be monitored by a court care manager, or other involved agency, upon release from the Prison setting.
- If the individual is charged for a misdemeanor case, some form of community supervision is typically required. The mental health court may be involved. A mental health court case manager may monitor the individual in the community. This process must be coordinated with the CMHA designated Jail Transition Services Staff.
- If an individual needs additional services from a CMHA, prior to release or upon release, the individual may select a CMHA of her/his choice in Pierce County. The individual will be informed of all available CMHA choices in the OptumHealth PRSN network.
- Information and support will be provided to facilitate an expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration. This will occur through working relationships, Memorandums of Understanding, and/or Letters of Agreement developed with various agencies and organizations (e.g., Washington State DOC).
- City of Fife Corrections staff and/or DOC personnel will make a determination if the individual is eligible for the DOC Housing Voucher program.
- CMHA JTS staff will provide Basic Case Management (information and community resources) to assist with transitioning and release planning.
- Referral information will be sent to the appropriate CMHA per the request of the individual. The individual will also be provided with copies of the referral information and documentation.
- OptumHealth PRSN expects that the CMHA representative will make face-to-face contact with the individual who is incarcerated at the City of Fife Jail *prior to release* to engage the individual when *adequate notice* (a minimum of twenty-four (24) hours notice) of release is made to the CMHA.
- OptumHealth PRSN will work with the City of Fife Corrections staff and/or DOC staff to provide community resource information on an ongoing basis in order to assist those individuals whom may have mental health issues that they are dealing with, but do not meet the Level of Care Guidelines to access services through a CMHA.

Memorandum of Understanding

Jail Transition Services (JTS)

Attachment B

Protocol for Jail Pre-Release Services

- Mental Health Screening for individuals who display behavior consistent with a need for such screening or who have been referred by City of Fife corrections staff, or other officers of the court, shall be completed by designated contractors of OptumHealth PRSN, and/or CMHA Jail Transition Services staff.
- Mental health intake assessments for individuals identified during the mental health screening as a member of the priority populations defined in chapter 71.24 RCW will be conducted by identified and/or contracted Mental Health Professional (MHP) or representatives of a CMHA within twenty-four (24) hours.
- Facilitation by responsible parties/organizations of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
- Other prudent pre-release (including pre-trial) case management and transition planning.
- OptumHealth PRSN and/or its designee(s) will coordinate services with local law enforcement and jail personnel.
- Provide information regarding community resources (e.g., health care, mental health, housing, financial, consumer resources) to the individual in the process of creating a transition plan.
- Facilitate and/or identify if the individual is eligible for the DOC three month housing subsidy.
- Provide referral information (as appropriate) to community based program(s) that may best meet the need of the individual upon their release from jail or prison.
- For all consumers enrolled in PACT, the individual who is incarcerated at the City of Fife Jail will be seen by a PACT representative within twenty-four (24) hours of notice. (Important note: As a general practice, PACT representatives do not make visits to individuals during their incarceration.)
- To develop an individual transition plan prior to release from City of Fife Jail, the transition plan should include at a minimum:
 - Housing
 - Financial
 - Food
 - Ongoing medical and mental health care plan
 - Community resource options (e.g., Tacoma Area Coalition for Individuals with Disabilities (TACID), Rose House (Mental Health Clubhouse), CMHA, Community Health Clinic)

- For jail personnel to facilitate communication with the CMHA and/or relevant parties with regards to release date and time and to provide at the minimum twenty-four (24) hours notice of pending release from jail. Every effort will be made for the release to occur during the Monday through Friday 9 a.m. – 5 p.m. time period in order to provide the opportunity for the CMHA staff to meet with the individual upon release from the jail setting.

**Memorandum of Understanding
between
The City of Fife Police Department
and
The City of Fife Jail,
and
OptumHealth Pierce Regional Support Network (RSN)

Amendment #1**

The parties agree to the following:

I. AMENDMENT:

- A. Effective upon signature of both parties, **Section 9.1** of the Memorandum of Understanding (MOU) referenced above is amended to extend the MOU term and to read as follows:

“The term of this MOU is from the date both parties have signed through September 30, 2013.”

II. ENTIRE STATEMENT OF AGREEMENT

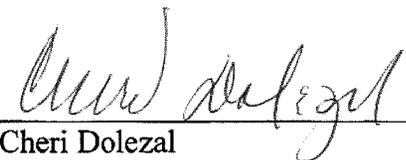
- A. No other Sections of this MOU are amended by this writing.
- B. This amendment is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties sign their mutual agreement to Amendment #1.



Brad Blackburn
Chief of Police
City of Fife Police Department
3737 Pacific Highway East
Fife, WA 98424

Date: 05/17/11



Cheri Dolezal
Executive Director
OptumHealth Pierce RSN
3315 South 23rd Street, Suite 310
Tacoma, WA 98405

Date: May 11, 2011

Amendment #2

**Memorandum of Understanding
Between
The City of Fife Police Department
And
The City of Fife of Jail,
And
OptumHealth Pierce Regional Support Network (RSN)**

The Parties agree to the following:

I. AMENDMENT:

A. Effective upon signature of both parties:

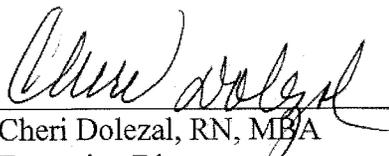
1. Section 9.1 of the Memorandum of Understanding (MOU) reference above is amended to extend the MOU term and to read as follows:

“The term of this MOU is from the date both parties have signed through December 31, 2015.”

II. ENTIRE MEMORANDUM OF UNDERSTANDING:

- A. No other Sections of this MOU are amended, revised or changed by this writing.
- B. This Amendment is effective upon signature of both Parties.

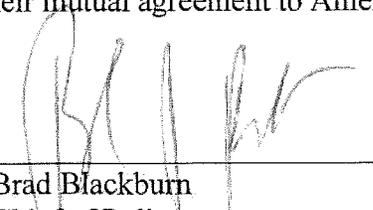
IN WITNESS WHEREOF, the Parties sign their mutual agreement to Amendment #2.



Cheri Dolezal, RN, MBA
Executive Director
OptumHealth Pierce RSN
3315 South 23rd Street
Suite 310
Tacoma, WA 98405

Date

8/14/2013



Brad Blackburn
Chief of Police
City of Fife Police Department
3737 Pacific Highway East
Fife, WA 98424

Date

09/17/13



Amendment #3

**Memorandum of Understanding
Between
The City of Fife Police Department,
And
Optum Pierce Regional Support Network (RSN) /
Behavioral Health Organization (BHO)**

The Parties agree to the following:

I. AMENDMENT:

A. Effective upon signature of both parties:

- 1. Section 9.1 of the Memorandum of Understanding (MOU) reference above is amended to extend the MOU term and to read as follows:

“The term of this MOU is from the date both parties have signed through December 31, 2018.”

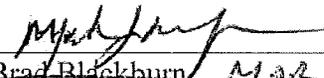
- 2. All references to “Optum Health Pierce Regional Support Network (RSN)” in the original MOU are replaced by “Optum Pierce Regional Support Network RSN / Optum Behavioral Health Organization (BHO)”.

II. ENTIRE MEMORANDUM OF UNDERSTANDING:

- A. No other Sections of this MOU are amended, revised or changed by this writing.
- B. This Amendment is effective upon signature of both Parties.

IN WITNESS WHEREOF, the Parties sign their mutual agreement to Amendment #3.


 Cheri Dolezal, RN, MBA
 CEO - Optum Specialty
 Networks Washington
 3315 South 23rd Street, Suite 310
 Tacoma, WA 98405


~~Brad Blackburn~~ **MARK MEARS**
 Chief of Police
 City of Fife Police Department
 3737 Pacific Highway East
 Fife, WA 98424

8/25/2015
Date

9-03-2015
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OPTUM WASHINGTON HEALTH HOME (HEALTH HOME LEAD ENTITY)
AND REGION 3 HOME AND COMMUNITY SERVICES**

The Memorandum of Understanding ("MOU") is between United Behavioral Health operating as Optum Washington Health Home contracted with the Washington State Health Care Authority to provide Health Home services and the identified Home and Community Services Regional Administration.

Home and Community Services within the Department of Social and Health Services/Aging and Long Term Services Administration (AL TSA) is responsible for administering and authorizing long term services and supports for eligible Medicaid beneficiaries (herein after referred to as HCS).

PURPOSE

This memorandum delineates the roles and responsibilities of the Health Home Lead Entity and HCS related to the provision of services to beneficiaries receiving health home services with the recognition that some individuals are served by Optum Washington Health Home.

This memorandum demonstrates a shared commitment by the Health Home Lead Entity and HCS to the cooperative method of coordinating services delivery to and for those individuals receiving services from multiple systems of care.

Recognizing that individuals covered by and this MOU may need special services and supports, Optum Washington Health Home and HCS Region 3 agree to work together in order to provide service coordination for those individuals.

BACKGROUND

A. Health Home Lead Entity

The Optum Washington Health Home contracts with the Washington State Health Care Authority (HCA) to serve as a Health Home Lead Entity. This program was created to implement portions of the federal Affordable Care Act. This effort is a partnership between HCA and DSHS and provides health home services to eligible beneficiaries in its designated coverage area/s. See Addendum Health Home Lead Entity Coverage Areas.

A Health Home is a coordinated, person-centered system of care. An individual who is eligible and assigned by HCA for health home services can receive coordinated care services across medical, mental health and drug and/or alcohol addiction treatment as well as long term services and supports. Optum Washington Health Home may provide or contract with Care Coordination organizations (CCOs) to coordinate the care of individuals assigned to the health home. The Optum Washington Health Home selects

the CCO that is most qualified to coordinate the individual's care based upon his/her needs.

B. DSHS ALTSA HCS Region 3 (Authorizing Entity)

HCS is a division of DSHS ALTSA

HCS promotes, plans, develops and authorizes Medicaid funded long-term services and supports for persons with functional disabilities and older adults.

HCS determines eligibility and authorizes long-term services and supports (LTTS) to eligible beneficiaries some of whom may also be eligible to receive health home services.

Roles and Responsibilities

The Parties voluntarily agree to the following roles:

1. Optum Washington Health Home
As a Health Home will provide:
 - Comprehensive care management including review of PRISM risk scores for high-cost, high-risk health care needs and utilization pattern.
 - Care coordination and health promotion across systems of care
 - Comprehensive transitional care from inpatient to other settings, including appropriate follow-up
 - Individual and family support, which includes authorized representatives
 - Referral to community and social support services, if relevant
 - The use of health information technology to link services as feasible and appropriate
 - Referral of individuals to Region 3 HCS for HCS service eligibility determination/services based upon a screening of potential need.
 - A copy of a beneficiary's Health Action Plan for individuals who receive Medicaid funded long term services and supports
 - Notification to the HCS Region via letter or email of any changes to the geographic areas served by Optum Washington Health Home.

2. DSHS ALTSA HCS Region 3
 - Through established HCS procedures, HCS Region 3 determines financial and functional eligibility for Medicaid long term services and supports.
 - HCS provides case management of long term services and supports which includes qualification of providers paid under Medicaid and authorization of services.

3. Mutual Roles and Responsibilities of the Parties

a. The Parties agree to:

i. Sharing Protected Health Information

The parties agree that information shared under this MOU is shared for the purpose of coordination of treatment, authorized services and/or health care operations. The parties also agree not to use or disclose protected health information other than as permitted or required by this MOU, HIPAA, the Health Information Technology for Economic and Clinical Health Act (HITECH) and any other applicable federal or state privacy regulations. The parties shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e) and other applicable state and federal laws and regulations, as amended from time to time. In addition, any data sharing shall be conducted under the requirements of HCA as specified in the Qualified Health Home Client Service Contract.

ii. Referrals between the Lead Entity Name and the Authorizing Entity

The Authorizing Entity is responsible for authorizing services on behalf of fee-for-service Beneficiaries for medically necessary health services. Optum Washington Health Home as lead entity through its contracted care coordination organizations (“CCO”), may conduct assessments and request services on behalf of Beneficiaries for Authorizing Entity’s review and approval. The Authorizing Entity has the responsibility to review and approve or disapprove covered benefits for Beneficiaries following utilization guidelines under the terms and conditions required by their administration.

iii. Coordination of Care and Care Transitions

The Authorizing Entity and Optum Washington Health Home have the responsibility to assure that Beneficiaries who have multiple needs and make frequent use of the systems of care are provided with quality coordinated care. The Authorizing Entity and Optum Washington Health Home and their respective designees (e.g., care managers, contractors, provider networks) will collaborate on coordination of care for Beneficiaries.

RELATIONSHIP OF THE PARTIES

- a. Optum Washington Health Home and DSHS ALTSA Region 3 are independent parties.
- b. No agent or employee of the identified Parties shall be deemed as an agent or employee of the other Party.

- c. Each Party will solely and entirely be responsible for the acts of its agents, employees, interns or volunteers.
- d. This MOU is executed for the benefits of the Parties and the public. It is not intended, nor may it be construed, to create any third-party beneficiaries. This is not a contract.

HOLD HARMLESS

1. Regardless of any verbal statements made prior to or following signature on this MOU, nothing in this MOU is intended to establish a legally binding MOU between the parties.
2. The parties of this MOU will hold one another including their contractors, employees, interns, and volunteers harmless for failure to perform any of the roles identified above, including termination of this MOU with or without advance notice.
3. There shall be no remedy available to one party for failure to perform any role identified above by the other party, or a third party.

COMMUNICATION

1. Primary contact persons:

The names and titles and contact information for current primary contacts for each Party will be shared via letter or email between the Parties. Updates to contact information will be shared via letter or email.

DISPUTE RESOLUTION

1. All disputes occurring between the parties of this MOU shall be resolved through informal negotiation between the parties of the MOU. A guiding principle for resolving disputes is that resolution should be sought at the lowest level and only progress up the hierarchy when satisfactory resolution has not been achieved.
2. Failure to resolve disputes may result in termination of the MOU.

TERM AND TERMINATION

1. The effective date of this MOU will be upon the final signature of the parties to this MOU and it shall remain in effect until it is terminated in accordance with the terms of this MOU.
2. Any of the parties to this MOU may withdraw and terminate their participation from this MOU for any reason and at any time. Thirty (30) days written notice is preferred but not required. Such notice and other correspondence related to this MOU should be sent to the contacts and addresses listed below:

Optum Washington Health Home:
Cheri Dolezal, RN, MBA, Executive Director
Todd Erik Henry, JD, Provider Relations
3315 South 23rd Street, Suite 310
Tacoma, WA 98405

HCS Region 3:
Tara Fairfield, EdD, Regional Administrator
1949 South State Street
Tacoma, WA 98405

AMENDMENT

This MOU may be amended at any time by written amendment to the MOU and signature of all the parties.

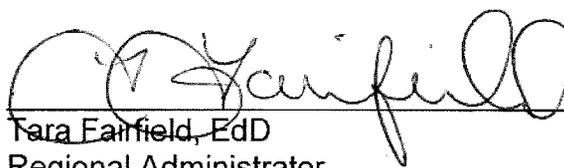
IN WITNESS WHEREOF, the parties here to have caused this MOU to be executed by the dates and signatures herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute the MOU on behalf of the party entering this MOU.



Cheri Dolezal, RN, MBA
Health Home Lead Entity Administrator

9/19/2013
Date

Optum Washington Health Home
3315 South 23rd Street, Suite 310
Tacoma, WA 98405



Tara Fairfield, EdD
Regional Administrator

10/4/13
Date

Home and Community Services
1949 South State Street
Tacoma, WA 98405

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OPTUM WASHINGTON HEALTH HOME (LEAD ENTITY)
AND REGION 1 HOME AND COMMUNITY SERVICES**

**Addendum
Health Home Lead Entity Coverage Areas**

Area 1	Area 4	Area 5	Area 7
Clallam	Pierce	Clark	Asotin
Grays Harbor		Cowlitz	Benton
Jefferson		Klickitat	Columbia
Kitsap		Skamania	Franklin
Lewis		Wahkiakum	Garfield
Mason			Kittitas
Pacific			Walla Walla
Thurston			Yakima

**MEMORANDUM OF UNDERSTANDING BETWEEN OPTUMHEALTH PIERCE
RSN AND THE
DSHS DIVISION OF CHILDREN AND FAMILY SERVICES, REGION 5
January 2010**

This is a Memorandum of Understanding between OptumHealth Pierce RSN (PRSN) and the Children's Administration (CA), Division of Children and Family Services (DCFS). The intent of this agreement is to create a structured service delivery system that delivers timely and appropriate mental health services to children receiving services from DCFS.

A. Values

1. The mission of the Children's Administration is first to protect abused and neglected children, to support the efforts of families to care for and parent their own children safely, and to provide quality care and permanent families for children in partnership with parents and kin, Tribes, foster parents and communities.
2. The mission of OptumHealth PRSN is to provide children and adolescents with serious emotional disturbances, and their families with recovery-oriented mental health services in the least restrictive environment possible, to prevent out of home placements, and increase child/adolescent and family stability and functioning.
3. DCFS and OptumHealth PRSN agree to the following working values to support the missions of both DCFS and OptumHealth PRSN:
 - a. Both agencies will support child and family interventions that are culturally relevant and community based.
 - b. Both agencies will support service delivery to the child and family in the least restrictive, most normative setting that allows for safety of the child, family, and community.
 - c. Both agencies will work collaboratively among all child-serving systems, demonstrating clear communication and responsiveness to each system's concerns.
 - d. Both agencies will support using intensive in-home mental health interventions to avoid psychiatric placements.
 - e. Both agencies understand that for mutually served children, DCFS is responsible to provide a safe and secure living environment for children in non-psychiatric settings, OptumHealth PRSN is responsible to provide the mental health services including placement in mental health facilities when required.

B. Referral of Children for Mental Health Services

1. Shared Children

- a. Shared Children will be defined as “children being served by both OptumHealth PRSN and DCFS in which both child serving systems are providing services to the family to offer the least restrictive intervention that will provide for child safety and meet the identified clinical needs of the child and family”.
- b. OptumHealth PRSN and DCFS, along with other child serving systems in Pierce County, will deliver collaborative case planning and service provision to children identified as “Shared Children”.

2. DCFS responsibilities

- a. DCFS will determine eligibility for all children/youth referred for services to DCFS by the mental health system.
- b. As part of the Child Health and Education Tracking requirements, DCFS will screen all children entering care, 13 months to 18 years for mental health concerns. Children screened as needing a mental health assessment will be referred to an OptumHealth PRSN provider for additional assessment to determine medical necessity and eligibility for mental health services.
- c. A DCFS social worker, birth parent, or foster/relative caregiver can initiate mental health services for DCFS clients. A referral is initiated by calling an OptumHealth PRSN provider and requesting an intake appointment. The referrer must have the child's name, date of birth, and Medicaid number if available upon request for services.
- d. DCFS social workers will actively participate with OptumHealth PRSN providers in the mental health assessment and treatment planning process for all shared children.
- e. DCFS will authorize, within available resources, appropriate non-mental health services for shared children to increase stability and safety in the family home and community.
- f. DCFS-involved children with EPSDT recommendations for mental health treatment will be referred to OptumHealth PRSN services through the local mental health agency for additional

assessment to determine medical necessity and eligibility for mental health services.

- g. DCFS will participate actively in the treatment and discharge planning for dependent children hospitalized in acute psychiatric inpatient facilities or placed in Children's Long-term inpatient programs. If the discharge plan includes out of home placement, DCFS is responsible for securing a placement once a child is determined to be ready for discharge.

3. OptumHealth PRSN responsibilities

- a. For each individual referral by DCFS, an OptumHealth PRSN provider will offer an intake within 10 working days of the social worker's request unless one has been provided in the last 12 months that establishes medical necessity based upon the Access to Care standards. Youth over 13 years old must be informed of their rights and agree to sign for, and participate in, services.
- b. If the client qualifies for services, unless the individual requests a later appointment date or the scheduled clinician is unexpectedly unavailable, the assigned provider will see the individual for routine mental health services within 28 days of their screening.
- c. For individuals who meet eligibility criteria, an OptumHealth PRSN provider will develop a crisis and individual service/treatment plan that outlines mental health services to be provided.
- d. The OptumHealth PRSN provider agency will provide DCFS the crisis and service/treatment plan for each child served by DCFS.
- e. When a referred child or youth is denied services by OptumHealth PRSN, DCFS will be provided a written explanation for the denial with a description of the appeal process.
- f. OptumHealth PRSN Crisis Services providers will provide crisis mental health services 24-hours a day, 7 days a week, 365 days a year to Pierce County children/adolescents and their families who are experiencing a behavioral health crisis and involvement with the crisis system has been initiated.

C. Provision of Mental Health Services

1. Non-Crisis Communication Process

- a. Upon request of either party, direct service staff will participate in an interagency staffing for "shared children". This will allow for collaborative treatment and case planning, safety planning, and collaborative problem solving.
- b. OptumHealth PRSN and DCFS agree to respond to a meeting request in a timely and responsive manner.

2. Crisis Communication Process

- a. OptumHealth PRSN and DCFS will both provide crisis response services when needed for "shared children".
 - b. OptumHealth PRSN and DCFS will both agree to crisis response services that include:
 - i. Participation in emergency staffings within 24 hours of the meeting request.
 - ii. Each agency attempting contact with the assigned DCFS social worker or OptumHealth care manager.
 - iii. Providing on-going emergency response contact information if the assigned social worker or care manager is unknown or unavailable:
 - DCFS-
 - i. Daytime CPS intake (253) 983-6100
 - ii. After hours CPS intake 1-800-562-5624
 - OptumHealth PRSN – Crisis Line – 1-800-576-7764
3. Whenever a dependent child/youth is at risk of requiring acute care hospitalization or crisis intervention, DCFS will work with the assigned staff in the local mental health center in the development of a crisis intervention/hospital diversion plan. Such plan may include actions each party will take in case the child/youth's behavior escalates. The plan will include:
- a. Mental health supports
 - b. Supports to the child's caregiver
 - c. Involvement of other agencies/support services

D. Joint Responsibilities

1. Training

- a. OptumHealth PRSN and DCFS will jointly identify opportunities for each agency to increase their working knowledge of each system. Both agree to coordinate training opportunities for staff to increase knowledge of Children's Administration and community mental health services, within available resources.
- b. Children's Cross Agency System Training (CAST): OptumHealth PRSN or designee and DCFS will participate in the coordination of community training twice yearly, within available resources. The training goals include increased community understanding of various systems that support the work of DCFS and community mental health. Those systems include: mental health and crisis/involuntary treatment services, child welfare, special education, public assistance, public health, Puyallup Tribe, developmental disabilities, drug and alcohol, and juvenile justice. The training will include information regarding the eligibility criteria for each system, each systems range of available programs, how to advocate for your client in the various child-serving systems, and resource contacts.

2. Children's Alternative Resources Committee (CARC)

- a. DCFS and OptumHealth PRSN agree to support the Children's Alternative Resources Committee (CARC) in gate keeping resource intensive services such as Children's Long-term Inpatient Programs (CLIP) and providing cross-system consultation for cross system complex interventions. See Attachment A for CLIP Referral Protocol.
- b. Both agencies will identify an agency liaison to the CARC to support participation, planning, and coordination for the committee.

3. Information Sharing

- a. DCFS and OptumHealth PRSN agree to honor confidentiality regarding sharing of consumer/client names and clinical information in accordance with RCW and WAC requirements. This shall include the use of release of information forms as indicated.
- b. OptumHealth PRSN and DCFS agree to collaborate on joint quality assurance projects, as needed.

4. Data Sharing

- a. DCFS and OptumHealth PRSN and their providers agree to meet quarterly, or as needed, to address continuous quality improvement issues, cross-system coordination, and joint training needs.
- b. Outcome data for shared funding programs such as Family Assessment Stabilization Team (FAST) will be reviewed twice a year.

E. Dispute Resolution

- 1. All disputes occurring between the parties of this MOU shall be resolved through informal negotiation between the parties.

F. Review and Amendments

- 1. The parties will review the Agreement at least every two years. The Agreement will remain in effect until a new agreement is signed. The Agreement may be reviewed at any time at the request of one of the parties.
- 2. Either party may submit to the other party an amendment to this Agreement. The amendments shall be accepted when both parties sign the amended Agreement.
- 3. The OptumHealth PRSN contact person regarding this Agreement is the Provider Relations Liaison. The DCFS contact person regarding this Agreement is the DCFS Area Administrator for Centralized Services.

OptumHealth Regional Support Network:

Cheri Dolezal Date: 1-10-2010
Cheri Dolezal, Administrator OptumHealth Regional Support Network

DSHS Children's Administration Region 5

Nancy Sutton Date: 1/13/10
Nancy Sutton, Region 5 Administrator, DSHS Children's Administration

Memorandum of Understanding

Children's Long-term Inpatient Program (CLIP)

Attachment A

Protocol for Referral to CLIP

- **The following procedures will be followed when a CLIP referral packet for voluntary treatment is received by OptumHealth PRSN:**
 - 1.1. When a child is identified as potentially needing long-term inpatient services in a CLIP program, the OptumHealth PRSN Children's Care Manager will make an initial review of the packet materials. All referrals must include the findings of a mental health intake evaluation.
 - 1.2. DCFS referrals
 - 1.2.1. The DCFS social worker will be involved in the referral to CLIP for any child receiving services from DCFS and will be invited to all staffings, as would a parent or legal guardian, in which CLIP treatment is being considered. These staffings will review the mental health status and behavior of the child. The staffings will also review the abilities of the immediate and extended family to care for the child and what supports are needed to enable them to provide a safe and nurturing environment for the child.
 - 1.3. All referrals to CLIP will include the goals for mental health treatment in CLIP and the transition and discharge plan when those goals have been achieved. The transition and discharge plan will include recovery and resiliency oriented community-based mental health care, supports to the child and child's proposed caregiver, safety/crisis plan, and involvement with other agencies and support services.
 - 1.4. Completed referral packets will be discussed at the cross-system Children's Alternative Resources Committee (CARC) meetings, which will be facilitated by an OptumHealth PRSN staff member.
 - 1.5. The CARC will make its final recommendation at the conclusion of the meeting.
 - 1.6. The recommendations and rationale of the CARC will be forwarded to the CLIP Administration by an OptumHealth Care Manager when a CLIP referral has been approved.
 - 1.6.1. Rejection of referral
 - 1.6.1.1. If the referral is rejected, the OptumHealth Care Manager will notify the referent and provide the recommended recovery and resiliency oriented mental health care and community alternatives. The CARC will offer to meet with the referent to review the decision and discuss the recommended recovery and resiliency oriented community-based services.
 - 1.6.2. Approval of referral

1.6.2.1. If the CARC recommends admission of a child to a CLIP program, the committee will forward the completed application to the CLIP Administration in order to access statewide inpatient resources.

1.6.2.2. The OptumHealth Care Manager will ensure that all required CLIP application materials are submitted prior to CLIP Administration consideration of the CARC's recommendation.

1.7. When a child is approved for admission (or Court-ordered) to a CLIP, and there is not a bed immediately available, the following must occur:

1.7.1. The OptumHealth Care Manager will continue to work with the child/family team to build a strong community placement option and plan of care.

1.7.2. As appropriate, the Pierce FAST team will be involved.

1.8. When a child is approved for admission (or Court-ordered) to a CLIP and it is determined that the child no longer requires CLIP-level services, the following must occur:

1.8.1. A community support and service plan must be implemented.

1.8.2. The OptumHealth Care Manager will continue to stay involved with the child/family team and service providers to support the ongoing delivery of community-services and supports and to monitor the child's progress and additional service needs.

1.8.3. The OptumHealth Care Manager will coordinate with the CLIP Coordinator regarding the status of the CLIP application.

2.0 Dispute Resolution

2.1. If any individual disagrees with the formal CARC decision that a child does or does not need admission to a CLIP program, that individual may appeal the decision. OptumHealth PRSN will utilize its standard procedures for review of appeals. Appeals will also be in accordance with the existing local cross system protocols for children served by DSHS.

2.2. If the appellant is not satisfied with the outcome of their appeal s/he may appeal to the CLIP Administration in accord with the CLIP Policies and Procedures. Any appeal to the CLIP Administration must represent the perspectives of both OptumHealth PRSN and the appellant.

• The following procedures will be followed when a CLIP referral packet for involuntary treatment is received by OptumHealth PRSN:

1.1. For adolescents detained involuntarily in an acute psychiatric setting, CLIP Administration will notify OptumHealth PRSN and a OptumHealth Care Manager will coordinate with the inpatient facility and evaluate the potential for less restrictive services.

1.2. The adolescent's name is placed on the waiting list based upon the date of their 180-day order.

1.3. OptumHealth PRSN will share the community and/or family recommendations for CLIP program assignment for committed adolescents with the Placement Team.

OPTUM WASHINGTON HEALTH HOME

MEMORANDUM OF UNDERSTANDING

(AREA 4 COMMUNITY HOSPITAL)

This Memorandum of Understanding (MOU) is between MultiCare Health System's hospitals (Allenmore Hospital, Auburn Medical Center, Good Samaritan Hospital, Mary Bridge Children's Hospital, and Tacoma General Hospital) ("Provider) and United Behavioral Health operating as "Optum Washington Health Home" ("Optum WHH").

The purpose of this MOU is to facilitate cooperation and support for chronic care beneficiary members of the Optum WHH, a Health Home as described in the Affordable Care Act of 2010.

This MOU will ensure continuity of care for Optum WHH beneficiaries, access to providers for timely follow up on discharge, proper coordination of care services and related services to reduce readmissions.

It is agreed that Optum WHH will:

- Serve as the Lead Entity for the Optum WHH.
- Provide administrative services for the Health Home, including providing a toll-free phone line with customer service staff to respond to questions regarding Optum WHH enrollment, disenrollment and how to access services.
- Contract with Care Coordination Organizations (CCOs) to provide ongoing coordination of all assigned Optum WHH beneficiaries.
- Refer assigned beneficiaries to an appropriate CCO using the PRISM system as guidance or another equivalent system.
- Maintain a list of CCOs and their assigned beneficiaries.
- Collect and report all beneficiary encounters to the Washington State Health Care Authority (HCA).
- Collect, analyze and report financial, health status and performance data of the Optum WHH to HCA.

It is agreed that Provider will:

- Promptly notify Optum WHH of any admission of a Health Home beneficiary to the hospital or someone accessing the emergency department (ED).
- Provide appropriate level of care services for qualified Health Home recipients who are beneficiary members of the Optum WHH.
- Inform qualified Medicaid recipient clients who are not members of a Health Home of the availability of the Optum WHH program; new referrals can be processed through an electronic form direct to the HCA.

- Collaborate with Optum WHH to provide ongoing wellness promotion, as appropriate to their needs for beneficiaries.
- Coordinate with Optum WHH to provide transitional care and follow-up to beneficiaries and their families.

It is agreed by the Parties that:

- Communication will be maintained between the Parties and that the most appropriate method of communication will be used for the information to be shared. This includes communication between Provider and CCOs of the Optum WHH.
- Should an issue arise that is not reflected in this MOU, the Parties will communicate by appropriate means to resolve issues, if possible, so as to best support the beneficiary.
- Applicable federal and state patient/beneficiary confidentiality and privacy laws, including HIPAA and the HITECH Act, will be followed.
- Data sharing, referral protocols and other processes that may be established between the Parties will also comply with applicable federal and state confidentiality and privacy laws.

No agent or employee of the identified Parties shall be deemed an agent or employee of the other Party. Each Party will solely and entirely be responsible for the acts of its agents, employees, interns, or volunteers.

Optum WHH cannot obligate organizations in which it has contractual relationships beyond the scope of those arms-length contractual relationships.

This MOU is executed for the benefit of the Parties and the public. It is not intended, nor may it be construed, to create any third-party beneficiaries. This is not a contract. Regardless of any verbal statements made prior to or following signature on this MOU, nothing in this MOU is intended to establish a legally binding agreement between the Parties.

The Parties to this MOU will hold one another, including their employees, interns and volunteers, harmless for failure to perform any of the functions described within this MOU including termination of this MOU with or without advance notice.

There will be no remedy available to one Party for failure by the other party, or a third-party, to perform any role described within the expectations of the MOU.

The effective date of this MOU is July 1, 2013, or upon the final signature of the Parties to this MOU, whichever date is earlier. This MOU is of indefinite duration. Either party to this MOU may withdraw from and terminate their participation from this MOU for any reason and at any time. Thirty (30) days written notice is preferred but not required.

Optum Pierce BHO Communications Plan (Updated October 2015)

Each of the Events/Activities Identified in the table below is an opportunity for Optum Pierce RSN or Optum Pierce BHO to notify and provide information about BHO integration to individuals (also called consumers or enrollees), providers and allied systems that Optum Pierce coordinates care

Target Date	Stakeholder Group	Event / Activity
January 2015 - February 2015	Optum Pierce RSN Contracted Providers	<p>Monthly "Provider Operations Meeting" (Updates about BHO discussed during meetings)</p> <p>Note: Provider Operations Meetings were replaced with Monthly BHO Meetings in March 2015</p>
January 2015 - February 2015	Optum Pierce RSN Contracted Providers	"Month End Review" Meetings with Individual Contracted Mental Health Providers
January 2015 - December 2016	Consumers (enrollees) and their families, consumer advocates, Ombuds, Tribes, Optum Pierce contracted providers	<p>Optum Pierce RSN Consumer and Family Stakeholder Subcommittee</p> <p>Send emails to this subcommittee distribution list; emails contain documents on topics discussed at meeting but are too long to distribute in hardcopy form, or sent as follow-up to requests for additional information at meetings</p>
January 2015 - December 2016	Optum Pierce RSN Contracted Providers	<p>Ad Hoc Emails with Information Updates</p> <p>(Information updates may include updates about state plans about Full Integration and Behavioral Health Integration as well as local BHO planning developments)</p>
January 2015 - December 2016	<p>Any possible stakeholder organization: Examples include consumer (enrollee) advocacy groups, community groups and organizations, contracted providers; primacy and specialty medical care, hospital, behavioral health, human services, and allied systems providers that coordinate care with Optum Pierce and its contracted RSN mental health providers and its contracted health home Care Coordination Organization providers; law enforcement agencies and jails; courts; local, county, and state government elected and appointed officials; local, county and state agencies</p>	Optum Pierce presentations, including updates about BHO developments / updates

Optum Pierce BHO Communications Plan (Updated October 2015)

Each of the Events/Activities Identified in the table below is an opportunity for Optum Pierce RSN or Optum Pierce BHO to notify and provide information about BHO integration to individuals (also called consumers or enrollees), providers and allied systems that Optum Pierce coordinates care

Target Date	Stakeholder Group	Event / Activity
January 2015 - December 2016	Mental Health Peers (who are also consumers / enrollees)	<p>Regular Optum Pierce Emails to Mental Health Peers (2 to 3 Times per Month)</p> <p>This is an email distribution list that was established to share information of interest to mental health peers in Pierce County.</p> <p>This email distribution list currently contains over 700 email addresses. All persons on the list have requested to be on the email distribution list. Over 500 of these email addresses are of individuals who have self-identified as mental health peers. Many of these individuals are certified (mental health) peer support counselors. Other individuals include family members of peers as well as individuals who work in the behavioral health field in Pierce County.</p>
January 2015 - December 2016	<p>Consumers (enrollees) and their families, consumer advocates, representatives of provider organizations (e.g., health system, provider organization) that Optum does not contract with but coordinates care, representatives of allied systems (e.g., law enforcement, housing, employment) that Optum coordinates care, community stakeholders, community leaders</p> <p>Note: Meeting guests include the public, including Optum Pierce contracted providers</p>	Optum Pierce Behavioral Health Advisory Board
January 2015 - December 2016	<p>Consumers (enrollees) and their Families, Consumer Advocates, Ombuds, Optum Pierce Contracted Providers, Provider Organizations Optum Coordinates Care, Allied System Providers Optum Coordinates Care, Tribes, DSHS</p>	Optum Pierce Quality Assurance / Performance Improvement Committee
January 2015 - December 2016	Pierce County Judicial System (Judges/Commissioners, Court Administrators, County Prosecutor's Office, Department of Assigned Counsel, Etc.)	Optum Pierce Ad Hoc Meetings as appropriate to discuss Issues as they arise or other developments (such as BHO)
January 2015 - December 2016	All Pierce County Stakeholders	<p>Current: Preparations in Pierce County for Establishment of an "Accountable Community of Health" led by Tacoma-Pierce County Health Department</p> <p>(Optum Pierce currently participates on "Monthly</p>

Optum Pierce BHO Communications Plan (Updated October 2015)

Each of the Events/Activities Identified in the table below is an opportunity for Optum Pierce RSN or Optum Pierce BHO to notify and provide information about BHO integration to individuals (also called consumers or enrollees), providers and allied systems that Optum Pierce coordinates care

Target Date	Stakeholder Group	Event / Activity
		<p>Steering Committee Meeting” and various “Work Groups” (e.g., Creating Governing Board Work Group, Creating Mission Statement Work Group) to help plan and establish an ACH.)</p> <p>Optum Pierce BHO intends to participate on a Pierce County ACH when it is established at some future date.</p>
January 2015 - December 2016	Law Enforcement & Jails in Pierce County	<p>Monthly “Jail Transition Services / Jail to Community Re-Entry Services Program” Meetings that include Law Enforcement and Jail staff, Optum Contracted Providers, and other stakeholders</p> <p>Ad Hoc Meetings as appropriate to discuss issues as they arise or other developments (such as BHO)</p>
January 2015 - December 2016	<p>Primary and specialty medical care providers that Optum Pierce coordinates care, allied health care providers that Optum coordinates care, allied system providers that Optum coordinates care, community hospitals that Optum coordinates care, behavioral health providers, human services organizations, county government, consumers and their families of the above mentioned services</p>	<p>Optum Pierce participates in various community initiatives led by various community stakeholders, such as those mentioned in the stakeholder column to the left, to resolve general health issues, and especially those with special attention on behavioral health</p>
March 4, 2015	SUD Providers in Pierce County, Pierce County Community Connections	Initial Optum Pierce Meeting with SUD Providers in Pierce County (Half Day Meeting)
March 5, 2015	SUD Providers in Pierce County, Optum Pierce RSN Contracted Providers, Pierce County Community Connections	Initial Optum Pierce Meeting between SUD Providers in Pierce County and Optum Pierce RSN Contracted Providers (Half Day Meeting)
March 2015 - December 2016	<p>Optum Pierce RSN Contracted Providers, SUD Providers in Pierce County, Pierce County Community Connections, Pierce County Courts, Tacoma – Pierce Health Department, Pierce County Executives, Local and County Elected Officials, Health Systems of hospital and primary and specialty care providers (e.g., Franciscan Health System, MultiCare Health System), Independent Medical Providers, Allied Health Care</p>	Optum Pierce Meetings with Community Stakeholders (Individuals, Organizations and Groups) regarding BHO Developments

Optum Pierce BHO Communications Plan (Updated October 2015)

Each of the Events/Activities Identified in the table below is an opportunity for Optum Pierce RSN or Optum Pierce BHO to notify and provide information about BHO integration to individuals (also called consumers or enrollees), providers and allied systems that Optum Pierce coordinates care

Target Date	Stakeholder Group	Event / Activity
	Providers, Allied System Providers (e.g., Housing Authorities, Homeless Shelters), Law Enforcement & Jails, Emergency Medical Services, DSHS (DBHR, HCS, DDA, DCFS, CSOs, DVR, etc.), DOC, HCA, Apple Health Plans, State Legislators, Behavioral Health Consumers / Advocates	
April 2015 - December 2016	SUD Providers in Pierce County and Optum Pierce RSN Contracted Providers	Monthly BHO Meeting (Optum Meeting with Optum Pierce RSN Providers and SUD Providers in Pierce County plus Pierce County Community Connections
June 2015 - To be determined	Optum Pierce RSN contracted providers, SUD providers in Pierce County, Pierce County Community Connections, other stakeholders	Work Groups that provide input to Optum Pierce regarding implementation of Optum Pierce BHO model; group recommendations are reported at Monthly BHO Meetings when ready
April 2015 – July 2016 (or later)	SUD Providers in Pierce County	Optum Pierce Site Visits to SUD Providers in Pierce County
June 18, 2015	<p>Optum Pierce RSN Contracted Providers, SUD Providers in Pierce County, Optum Washington Health Home Care Coordination Organizations (CCOs) located in Pierce County, Pierce County Community Connections, Pierce County Courts, Health Systems of hospital and primary and specialty medical care providers (e.g., Franciscan Health System, MultiCare Health System), Independent Medical Providers, Allied Health Care Providers, Allied System Providers (e.g., Housing Authorities, Homeless Shelters) Law Enforcement & Jails, Courts, Emergency Medical Services, DSHS (DBHR, HCA, DDA, DCFS, CSOs, DVR, etc.), DOC, HCA, Apple Health Plans, State Legislators, Ombuds, NAMI, Behavioral Health Consumers / Advocates</p> <p>(Optum Pierce RSN coordinates care with most of the organizations invited to this event)</p>	<p style="text-align: center;">Optum Pierce Annual Community Conversation</p> <p>(Focus of the day was health integration and behavioral health integration reforms coming in Washington State. BHO and other changes in Washington State communicated and discussed.)</p> <p style="text-align: center;">(All Day Meeting)</p>

Optum Pierce BHO Communications Plan (Updated October 2015)

Each of the Events/Activities Identified in the table below is an opportunity for Optum Pierce RSN or Optum Pierce BHO to notify and provide information about BHO integration to individuals (also called consumers or enrollees), providers and allied systems that Optum Pierce coordinates care

Target Date	Stakeholder Group	Event / Activity
March 2015 - December 2016	Optum Pierce RSN Contracted Providers, SUD Providers in Pierce County, Pierce County Community Connections, Pierce County Courts, Health Systems of hospital and primary and specialty care providers (e.g., Franciscan Health System, MultiCare Health System), Independent Medical Providers, Allied Health Care Providers, Allied System Providers (e.g., Housing Authorities, Homeless Shelters) Law Enforcement & Jails, Courts, Emergency Medical Services, DSHS (DBHR, HCA, DDA, DCFS, CSOs, DVR, etc.), DOC, HCA, Apple Health Plans, State Legislators, Ombuds, NAMI, Behavioral Health Consumers / Advocates	Optum Pierce Meetings with Community Stakeholders (Individuals, Organizations and Groups) regarding BHO Developments as appropriate
December 17, 2015	Police Chiefs and Police Departments & Jails in Pierce County	Executive Director to Present Updates about Optum in Pierce County, including BHO Update
January 2016 - December 2016	Consumers & their Families, Consumer Advocates, Medicaid Enrollees, Medicaid-Eligible Individuals, General Public, Community Stakeholders, Mental Health Providers, SUD Providers, Primary Care & Specialty Care Medical Providers, Community Hospitals, Allied System Providers, Media, Law Enforcement & Jails, Pierce County Community Connections, County Courts, County Executives, City and County Elected Officials, State Legislators, Current Optum Pierce Contracted Providers, Prospective Optum Pierce Contracted Providers, Apple Health Plans	Optum Pierce Website Updates about BHO Developments
February 2016 - March 2016	Individuals (enrollees) currently receiving mental health services authorized by Optum Pierce RSN Individuals (enrollees) who have received services authorized by Optum Pierce RSN within the past year	Notify / inform individuals currently receiving mental health services through Optum Pierce RSN that Optum Pierce RSN is now Optum Pierce BHO and what this means for them Notify / inform individuals who recently received mental health services through Optum Pierce RSN of the fact that Optum Pierce RSN is now Optum Pierce BHO and what this means for them

Optum Pierce BHO Communications Plan (Updated October 2015)

Each of the Events/Activities Identified in the table below is an opportunity for Optum Pierce RSN or Optum Pierce BHO to notify and provide information about BHO integration to individuals (also called consumers or enrollees), providers and allied systems that Optum Pierce coordinates care

Target Date	Stakeholder Group	Event / Activity
<p>February 2016 - March 2016</p>	<p>Individuals (enrollees) currently receiving various SUD services authorized by Pierce County Community Connections</p> <p>Individuals (enrollees) who have received SUD services authorized by Pierce County Community Connections past year</p>	<p>Notify / inform individuals currently receiving various SUD services authorized by Pierce County Community Connections with term date after April 1 of the transition process to Optum Pierce BHO and that this means for them</p> <p>Notify / inform individuals who recently various SUD services from Pierce County Community Connections that Optum BHO will now be the administrator of the public behavioral health system in Pierce County effective April 1 and what this means to them</p>
<p>February 2016 - April 2016</p>	<p>Individuals receiving Medicaid in Pierce County (enrollees)</p>	<p>Notify / inform Medicaid enrollees in Pierce County about changes effective April 1, 2016, including:</p> <ul style="list-style-type: none"> - Optum Pierce BHO in Pierce County behavioral health services available to Medicaid enrollees through Optum Pierce BHO about future role of Pierce County Community Connections - where to obtain additional information
<p>January 2016 - December 2016</p>	<p>Individuals (enrollees) receiving mental health and/or SUD services and their families, Optum contracted behavioral health providers (or soon to be contracted behavioral health providers), Pierce County Community Connections SUD Program, primary and specialty care medical providers and hospitals that coordinate care with Optum Pierce behavioral health providers, allied systems (e.g., DVR, HCS, DDA, Pierce County AAA, housing authorities, homeless shelters, DOC, drug courts, mental health court, juvenile court, law enforcement & jails), Apple Health Plans, Ombuds, consumer advocates, consumer advocacy organizations (e.g., NAMI)</p>	<p>Optum Pierce Website Updates General Updates about BHO developments / transition Information about what the change / transition to a BHO means for individuals who are currently receiving SUD services</p> <ul style="list-style-type: none"> - What the change / transition means for persons who have had a history of mental health and/or SUD treatment means <p>What the change / transition means for mental health and SUD treatment providers Post a listing of BHO provider network and updates as they occur</p> <ul style="list-style-type: none"> • News Releases <p>Emails to various Optum Pierce contracted providers, stakeholders and others as appropriate about updates</p> <ul style="list-style-type: none"> • Meetings with Various Community Stakeholders to Provide BHO Updates as Applicable to the Stakeholder / Stakeholder Group <p>Develop and distribute Optum Pierce BHO Consumer Handbook Develop and distribute various Optum Pierce BHO brochures and fliers for consumers and their families as appropriate</p>

OPTUM PIERCE RSN TERMS AND CONDITIONS

THIS CONTRACT is between United Behavioral Health (“UBH”), operating as Optum Pierce RSN (hereinafter referred to as “Optum PRSN”) and the undersigned “Contractor”. This Contract will become effective upon the date set forth on the Signature Page. This Contract is defined as a performance based contract, a purchasing system with a formal structure for defining and quantifying costs and quality. Optum PRSN has specified the desired outcomes and will permit the Contractor to decide how best to achieve the desired outcomes.

1. DEFINITIONS

- 1.1. Amendment:** This Contract, or any term or condition, may be modified only by a written amendment signed by both Parties. Only personnel authorized to bind each of the Parties shall sign an Amendment.
- 1.2. Behavioral Health Agency (“BHA”):** An agency that is licensed by Washington State Department of Social and Health Services to provide mental health services and contracted with Optum Pierce RSN to provide services under this Contract.
- 1.3. Community Mental Health Agency (“CMHA”):** An agency that is licensed under Chapter 388-865 WAC by Washington State Department of Social and Health Services (DSHS) to provide mental health services and contracted with Optum PRSN to provide services covered under this Contract.
- 1.4. Consumer:** A person, who has applied for, is eligible for, or who has received mental health services. For a child under the age of thirteen (13), or for a child age thirteen (13) or older, whose parents or legal representatives are involved in the treatment plan, the definition of Consumer includes parents or legal representatives.
- 1.5. Contract:** This document or Contract consists of a Signature Page, Budget Summary, Terms and Conditions, one or more Statements of Work, Deliverables Table, Attachments, Exhibits, Appendices, Amendments, Addendums, Modifications, and/or Supplements; and other related documents by Optum PRSN.
- 1.6. Contractor:** The Party that contracts under this Contract with Optum Pierce RSN / United Behavioral Health to provide services.
- 1.7. Covered Services:** Services that meet the terms and conditions for coverage for the Consumer under this Contract, including such conditions as Medically Necessary and proper authorization, and accordance with DSHS – Optum PRSN Pre-paid Inpatient Health Plan (PIHP) and State Mental Health (SMH) contracts, Optum PRSN Policies and Procedures Manual, and applicable state and federal laws, rules, and regulations.
- 1.8. Day:** Means calendar day unless otherwise indicated.
- 1.9. Deliverable:** An item(s) that is required for submission to Optum PRSN and/or DSHS and that are due by a particular date or on a regular occurring schedule.

- 1.10. Department of Social and Health Services (“DSHS”):** The Washington State Department of Social and Health Services and its employees and authorized agents. DSHS includes the Aging and Disability Services Administration (ADSA), Division of Behavioral Health and Recovery (DBHR).
- 1.11. Division of Behavioral Health and Recovery (“DBHR”):** DSHS has designated DBHR as the state mental health authority to administer the State Mental Health and Medicaid funded mental health programs as authorized by RCW 71.05, 71.24, and 71.34.
- 1.12. Evidence Based Practice:** A program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.
- 1.13. Fraud and Abuse:** 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 and includes any act that constitutes fraud under applicable state or federal laws, rules, and regulations. Abuse means Contractor actions that are inconsistent with sound fiscal business or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.
- 1.14. Medicaid:** A Medical Assistance Program providing health coverage benefits for low income persons pursuant to applicable state and federal laws, rules, and regulations.
- 1.15. Medicaid Funds** means funds provided by the Centers for Medicare and Medicaid Services (CMS) Authority under Title XIX of the Social Security Act.
- 1.16. Medical Necessity or Medically Necessary:** A requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, and there is no more equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. “Course of treatment” may include mere observation or, where appropriate, no treatment at all.

Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual’s impairment(s) and corresponding need(s) must be the result of a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize, or prevent deterioration of functioning resulting from the presence of a mental illness. The individual is expected to benefit from the intervention. Any other formal or informal system or support cannot address the individual’s unmet need.

- 1.17. Mental Health Care Provider (“MHCP”):** The individual with primary responsibility for implementing an individualized service plan for mental health rehabilitation services.

1.18. Mental Health Professional (“MHP”):

- 1.18.1.** A psychiatrist, psychologist, psychiatric nurse, or social worker as defined in Chapters 71.05 and 71.34 RCW;
- 1.18.2.** A person with a master’s degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two (2) years of experience in providing direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a mental health professional;
- 1.18.3.** A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986;
- 1.18.4.** A person who had an approved waiver to perform the duties of a mental health professional that was requested by the regional support network and granted by the mental health division prior to July 1, 2001; or
- 1.18.5.** A person who has been granted a time-limited exception of the minimum requirements of a mental health professional by DSHS consistent with WAC 388-865-0265

1.19. Peer Support Counselor: A self-identified Consumer in recovery, as described in WAC 388-865-0150, that has completed a formal Peer Counselor training program and has obtained Washington State Department of Health (DOH) certification as an Agency Affiliated Counselor. Washington State’s Medicaid Plan allows for the billing of Peer Support Services provided by Peer Support Counselors who have been certified through the DOH, and the services are provided under the consultation and supervision of a mental health professional (MHP) who understands rehabilitation and recovery. Contractor defines the roles, responsibilities and activities of Peer Support Counselors who are employed by them, ensuring they are in alignment with RCW, WAC, and other requirements. For purposes of this Contract, including its Statements of Work, a “Peer Support Counselor” refers to someone who meets the above definition. For purposes of this Contract, a “Peer Support Counselor” is intended to include Certified Peer Support Specialists, Certified Family Support Specialists, Peer Support Specialists and/or Family Support Specialists.

1.20. Personal Information: Means information identifiable to any person, including, but not limited to, information that relates to a person’s name, date of birth, gender, social security numbers, driver license numbers, other identifying numbers, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, and any financial identifiers.

1.21. Pre-Paid Inpatient Health Plan (“PIHP”): Means an entity that: Provides medical services to Enrollees under contract with DSHS, and on the basis of prepaid capitation payments, other payment arrangements that do not use State plan payment rates; Provides arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for Enrollee; and Does not have a comprehensive risk contract.

- 1.22. **Promising Practice:** A practice that, based on preliminary information, potential for becoming a research-based or consensus-based practice.
- 1.23. **Request for Service:** The point in time when services are sought and an appointment is scheduled through a telephone call, walk-in, or written request for services from a Consumer or the person authorized to consent to treatment for that Consumer. For purposes of this Contract, an Early Periodic Screening Diagnosis and Treatment (EPSDT) referral is only a Request for Services when the Consumer or the person authorized to consent to treatment for that Consumer has confirmed that they are requesting services, and an appointment must be scheduled.
- 1.24. **Subcontract:** Any separate contract (“Subcontract”) between Contractor and an individual or an entity (“Subcontractor”) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform for Optum PRSN pursuant to this Contract.
- 1.25. **Terms and Conditions:** The provisions contained within this Contract which govern the contractual relationship between Optum PRSN and the Contractor.
- 1.26. **Working Day:** Any day, Monday through Friday, except for a holiday recognized by the U.S. federal government.

2. CONTRACT

- 2.1. **Contract Number.** Contractor agrees to use the Contract Number printed on this Contract on all written correspondence, communications, reports, vouchers, invoices, and other communications with Optum PRSN concerning this Contract.
- 2.2. **Entire Contract.** This Contract is the complete expression of the terms hereto, and any oral representations or understanding between the Parties not incorporated herein are excluded. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.
- 2.3. **Relationship of the Parties.** The relationship between Optum PRSN and Contractor is solely that of independent contractors. Nothing in this Contract or otherwise shall be construed or deemed to create any other legal relationship, including but not limited to one of employment, agency, joint venture, or partnership.
- 2.4. **Rules of Construction.** In the event of any conflict between this Contract and any other Contract, controlling document, or any applicable state or federal laws, rules, and regulations relating to the subject matter hereof, the terms, except as otherwise expressly stated herein, shall first be read together to the extent possible. Otherwise, the terms that afford the greater protections to first Optum PRSN, and then second to this Contract, shall prevail over the conflicting term, to the extent permitted by and in accordance with

and subject to applicable statutes, rules, and regulations. The remainder of the Contract shall otherwise remain without invalidating or deleting the remainder of the conflicting provision or the Contract.

2.5. Severability. Should any provision of this Contract violate the law or be held invalid or unenforceable as written by a court of competent jurisdiction, then said provision along with the remainder of this Contract shall nonetheless be enforceable to the extent allowable under applicable law. First, said provision will be modified to the extent permitted so as to comply with applicable law. Otherwise, said provision shall be deemed void to the extent of such prohibition without invalidating the remainder of this Contract. The waiver of strict compliance or performance of any of the terms or conditions of this Contract, including the Optum Pierce RSN Policies & Procedures Manual, any breach thereof shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition thereof.

2.6. Survivability. Upon any termination or expiration of this Contract, the provisions herein which contemplates performance or observance subsequent to termination or expiration, including without limitation sections pertaining to: Confidentiality; Concern for Health & Safety; Data; Finance; Inspection & Monitoring Cooperation, Payment Terms for the Last Month of Service; Insurance Provisions for Potential Claims through their Statute of Limitations, including tolling; Material Breach; Modification Contingent on Reduction of Funds to Optum PRSN; Ownership of Material; Records; and Termination for Default shall survive and remain of full force and effect between the Parties.

3. ADMINISTRATION

3.1. Business Accountability. Contractor shall establish and maintain adequate internal control systems and standards that apply to the entire operation of the Contractor's organization.

3.2. Certified Peer Support Counselors / Peer Support Counselors – Reporting Number Employed to Optum Pierce RSN. Contractor shall report the total number of Certified Peer Support Counselors (also called Peer Support Counselors) employed by its organization on a monthly basis to Optum Pierce RSN as described in the Deliverables Table to this Contract. See definition of in Section 1.18 of these Terms and Conditions If this is not included in the Deliverables Table for a particular Contractor, then it is not applicable to that Contractor.

3.3. Collaboration with Optum PRSN. Contractor shall collaborate with Optum PRSN; Contractors in the Optum PRSN network; allied system providers/agencies (e.g., tribal, state, county and local agencies); and other stakeholders for the benefit of Consumers and the Pierce County Public Mental Health System. The Contractor shall participate, as requested by Optum PRSN, in forums, training, work groups, committees, and subcommittees as appropriate for Contractors.

3.4. Emergency Disaster Recovery Plans. Contractor shall develop and maintain a disaster plan to ensure continuation of services and consistency in providing care to RSN consumers. The plan shall address both natural and human-made disasters. The most current version of this document shall be submitted to Optum Pierce RSN per the Deliverables Table in this Contract, and upon request by Optum Pierce RSN.

Additionally, Contractor shall submit to Optum Pierce RSN on an annual basis an updated Provider Emergency Contact Form with the name, title and various contact information for the primary person (and if applicable, secondary contact person) that Optum Pierce RSN should contact in the event of an emergency disaster situation either at Contractor's organization, at Optum Pierce RSN and/or in Pierce County.

3.5. Eligibility and Authorization of Services. Contractor is responsible for obtaining proper authorization from Optum PRSN for Covered Services provided to Consumers. These requirements are described in the Optum Pierce RSN Policies and Procedures Manual and the Optum PRSN MIS Policies and Procedures Manual.

3.6. Eligibility of Medicaid Contractor. Contractor must be eligible for participation in Washington State's Medicaid-funded mental health programs to receive Medicaid funds under this Contract.

3.7. Employee Standards. Contractor must comply with the agency staff requirements for the services provided in Chapter 388-877A WAC and the hiring practices and related sections of Chapter 388-877 WAC. Contractor is prohibited from employing or utilizing any person to provide services who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse of either an adult or minor and/or exploitation of a minor. Contractor shall have policies and procedures to require a criminal history background check through the Washington State Patrol (WSP), consistent with the standards in RCW 43.43.830, prior to each new hire/placement for employees, students and volunteers. The policies and procedures shall require new background checks for all current employees upon hire, volunteers and interns prior to placement, when indicated. Evidence of a satisfactory background check shall be maintained in Contractor's personnel files and subject to review by Optum PRSN. Failure of the Contractor to comply with this section may result in corrective action, including immediate termination of this Contract.

3.8. Home Visits by Staff. Every Mental Health Professional or Peer Support Counselor who engages in home visits to Consumers or potential Consumers shall be provided by the Contractor with a wireless telephone or comparable device for the purpose of emergency communication. Documentation of this shall be available to Optum PRSN upon request. Further, ensure that a staff member responding to a crisis is able to be accompanied by a second trained individual when services are provided in the individual's home or other nonpublic location. Documentation of this shall be available to Optum PRSN upon request.

3.9. Inspection & Monitoring Cooperation. Contractor shall permit the State of Washington and its agencies, Optum PRSN and its designated representatives, and the DSHS designated External Review Organization (EQRO) to access its facilities and all

records, including medical records and financial statements related to this Contract and/or services performed under this Contract, upon reasonable advance notice, to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this and previous Contracts with Optum PRSN, compliance with federal Office of Management & Budget (OMB) circulars, Washington State Auditor Office (SAO) requirements, and state and federal grant requirements for monitoring. Contractor will correct areas of deficiency identified by Optum PRSN or DSHS.

- 3.10. Name, Symbol and Service Mark.** During the term of this Contract, Optum PRSN shall have the right to use Contractor's name to make public reference to Contractor as a participating provider in the Optum PRSN Provider Network.
- 3.11. Optum Pierce RSN Policies & Procedures Manual and Optum Pierce RSN Management Information System (MIS) Policies and Procedures Manual.** Optum PRSN may change or modify from time to time policies and procedures which are adopted by Optum PRSN after a thirty (30) day review by network providers per Optum PRSN policy. The Contractor agrees to follow these policies, procedures, and requirements as a condition of Optum PRSN accepting Contractor as an Optum PRSN Network Provider under this Contract.
- 3.12. Treatment of Property.** All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.
- 3.13. Ownership of Material.** Material created by the Contractor and paid for by DSHS as part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USC 101. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract but is not created for or paid for by DSHS is owned by Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 3.14. Practitioner Qualifications.** Contractor is obligated to track and document clinical practitioner qualifications in accordance with Chapter 388-877 WAC. Contractor shall assess and document the qualifications of its direct service staff at the time of hire and on an annual basis as required by the Optum Pierce RSN Policies and Procedures Manual. A copy of Contractor's policies and procedures to access staff qualifications shall be available upon request to Optum PRSN.
- 3.15. Training.** Contractor shall participate in training when requested by Optum PRSN and/or DSHS. Contractor shall participate in Optum PRSN and DSHS offered training

on the implementation of Evidence-Based Practices (EBPs) and Promising Practices. Exception Requests from Contractor addressed to Optum PRSN and DSHS asking for an exception to participate in required training must be in writing and include a plan for how the required information will be provided to Contractor or Contractor's employees. Exception Requests must be forwarded to Optum PRSN within five (5) calendar days of Contractor's receipt of training invitation. Optum PRSN may decline the request, or Optum PRSN may decide to determine if an exception will be made, or if an alternative training time can be arranged. A written response will be forwarded to Contractor once a decision has been made.

- 3.16.** Contractor shall provide annual training for all of its community mental health staff, psychiatric prescribers and Peer Support Counselors who work directly with Consumers. This training shall be provided on safety and violence prevention topics as described in RCW 49.19.030, and cultural competence.
- 3.17. Other.** Nothing in this Contract is intended to interfere with Contractor's relationship with Consumers as clients or patients of Contractor, or with Optum PRSN's ability to administer its quality improvement, utilization management, utilization review, and other programs that are part of the Optum PRSN.

4. CAPACITY

- 4.1. Changes in Capacity.** A significant change in Optum PRSN provider network is defined as the termination or addition of a Contract with an entity that provides mental health services or the closing of a Contractor site that is providing services under this Contract. The Contractor must notify Optum PRSN forty-five (45) days prior to terminating any of its Subcontracts with entities that provide direct client services, including congregate care facilities, or entering into new Subcontracts with entities that provide direct services. This notification must occur prior to any public announcement of this change. If either the Contractor or its Subcontractor terminates a Contract to perform services under this Contract in less than forty-five (45) days or a site closure occurs in less than forty-five (45) days, the Contractor must notify Optum PRSN as soon as possible prior to a public announcement. The Contractor shall notify Optum PRSN of any other changes in capacity that result in the Contractor being unable to meet any of the Access Standards as required in this Contract. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, Medically Necessary services. If any of the events described in this section occur, the Contractor must submit a plan to Optum PRSN that includes at least:

- 4.1.1.** Notification to Ombuds services
- 4.1.2.** Crisis services plan
- 4.1.3.** Client / Consumer notification plan
- 4.1.4.** Plan for provision of uninterrupted services
- 4.1.5.** Any information released to the media.

- 4.2. **Maintaining Service Capacity.** At a minimum the Contractor, if a CMHA, shall maintain the ability to adjust the number and mix of Mental Health Care Providers (MHCPs) to meet Access Standards as the population of Consumers needing mental health services shifts within Pierce County.
- 4.3. **Consumer Requests for Information.** The Contractor, if a CMHA, shall provide upon the Consumer's request:
 - 4.3.1. Identification of individual MHCPs who are not accepting new Consumers.
 - 4.3.2. CMHA licensure, certification and accreditation status.
 - 4.3.3. Information that includes but is not limited to, education, licensure, registration, and Board certification and/or-certification of Mental Health Professionals and MHCPs.
 - 4.3.4. Identification of specialists (e.g., child, geriatric and developmental disability, and language) who are accepting new Consumers.
 - 4.3.5. Failure to comply with the Capacity Section of this Contract may result in corrective action.

5. CONFIDENTIALITY

- 5.1. Contractor shall comply with the Optum PRSN MIS Policies and Procedures Manual, Optum Pierce RSN Policies and Procedures regarding Confidentiality, Confidential Information, Confidentiality of Personal Information, Personal Health Information, HIPAA Compliance, Data Security Requirements and related topics.
- 5.2. Contractor shall provide to Optum PRSN certification by its Chief Executive Officer or Executive Director that Contractor has on file a statement of confidentiality for each of the Contractor's employees, volunteers, students, and Subcontractors who has access to the Contractor's mental health information system. The Annual Certification from the Contractor to Optum PRSN is due within sixty (60) calendar days of signing this Contract. The individual confidentiality statement signed by each employee, volunteer, student, or Subcontractor, must be attested to by a witness who signs to acknowledge that the individual signing understands and agrees to follow all regulations on confidentiality pursuant to the requirements of WAC 388-865-0275. Individual and Subcontractor confidentiality statements shall be available to Optum PRSN upon request for review.
- 5.3. Contractor shall have internal policies and procedures related to the privacy and the security of Personal Information and protected health information (PHI) in accordance with all applicable state and federal privacy laws, rules, and regulations, including without limitation, the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), American Recovery & Reinvestment Act of 2009 (ARRA), including ARRA's Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions, and associated implementing regulations, as may be amended from time to time.

- 5.4. Judicial Proceedings.** In judicial proceedings, Contractor shall resist any effort to obtain access to Consumer information otherwise as expressly provided for in the applicable state and federal confidentiality laws, rules, and regulations.
- 5.5. Safeguarding Consumer Information.** Contractor agrees to comply, including safeguarding Consumer information, in accordance with all applicable state and federal laws, rules, and regulations, including but not limited to laws for Medicaid Managed Care Organizations; 42 CFR 431.300 through 42 CFR 431.307; 42 CFR 438.224; 42 CFR 434; CFR 438.6; Chapter 70.02 RCW; Chapter 71.05 RCW; Chapter 71.24 RCW; Chapter 71.34 RCW; and as all of these may be amended from time to time. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with Consumer information from Optum PRSN and the State of Washington (including DSHS) that it is fully bound by the provisions of state and federal laws, rules, and regulations governing confidentiality of Consumer mental health records under this Contract.
- 5.6.** Failure to comply with the Confidentiality Section of this Contract may result in corrective action, including termination of this Contract.

6. CORRECTIVE ACTION

- 6.1. General.** Optum PRSN reserves the right to revoke a contract, revoke delegation, impose corrective action and/or take other remedial actions against Contractor for non-compliance with the Contract, such as the Terms and Conditions and/or a Statement(s) of Work, including but not limited to Contractor's failure to submit reports by the due date to Optum PRSN in the medium, format and a level of quality required, or Contractor's failure to give Optum PRSN the required advance written notification of a change in service capacity, including a decrease in service capacity.
- 6.2. Sanctions.** Depending upon the contract compliance concern, corrective action, progressive sanctions and/or remedial action may include, but is not limited to one or more of the following:
- 6.2.1.** Contractor shall immediately remedy the non-compliance and demonstrate compliance to the satisfaction of Optum PRSN.
- 6.2.2.** Contractor shall develop a written corrective action plan that must be submitted within fourteen (14) calendar days to Optum PRSN for approval. For any financial audit findings, Contractor shall also submit a copy of any Management Letter within thirty (30) calendar days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received. Other actions may be taken pursuant to this Contract.
- 6.2.3.** Withholding up to five (5) percent (%) of the next total monthly contract payment related to a Statement(s) of Work, or the entire Contract, and each total monthly payment thereafter until the corrective action has achieved

resolution. Optum PRSN, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.

- 6.2.4.** Termination of Contractor's Statement of Work(s) where there are contract compliance problems, and/or the entire Contract.

7. DATA AND INFORMATION SYSTEMS

- 7.1.** Contractor shall comply with the Optum PRSN MIS Policies and Procedures Manual, Optum Pierce RSN Policies and Procedures regarding Confidentiality, Confidential Information, Confidentiality of Personal Information, Personal Health Information, HIPAA Compliance, Data Security Requirements and related topics.
- 7.2. Optum Pierce RSN (PRSN) Management Information Systems (MIS) Policies and Procedures Manual.** Contractor shall comply with, the Optum PRSN Management Information Systems Policies & Procedures Manual.
- 7.3. Health information system.** The Contractor shall maintain a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Contract.
- 7.4. Data Submission and Error Correction.** Contractor shall comply with all required data and error correction submission requirements per the Optum PRSN MIS Policies & Procedures Manual. This includes compliance with Optum PRSN's policies and procedures regarding timely certification of information and data provided to Optum PRSN. Contractor shall ensure that all required data and any and all data errors have been corrected and the data is transmitted to Optum PRSN no later than eight (8) working days after the close of the service month. Optum PRSN shall produce reports based upon Contractor's data, as submitted up to the deadline.
- 7.5.** The Contractor shall attend Optum PRSN MIS meetings.
- 7.6.** The Contractor shall respond to requests for information not covered by Optum PRSN MIS Policies & Procedures Manual in a timeframe determined by Optum PRSN that will allow for a timely response to inquiries from the Centers for Medicare and Medicaid Services (CMS), the legislature, DSHS, and other parties.
- 7.7. Data Completeness, Accuracy and Timeliness.** Contractor shall conduct periodic internal chart reviews to ensure data completeness, accuracy, and timeliness. A chart review for completeness and accuracy of data will routinely be performed by Optum PRSN for compliance to all elements of the Optum PRSN MIS Policy and Procedure Manual.
- 7.8. Information Systems.** In addition, the Contractor shall:
- 7.8.1.** Provide a copy of Contractor's MIS policies and procedures regarding all aspects of Contractor's Information Technology and Information Systems

operations within sixty (60) calendar days of signing this Contract and annually thereafter.

7.8.2. Provide a Network Description / Documentation – Schema (operating systems, software, servers, security, firewalls, connectivity, wireless, etc.) of the Contractor’s Information Technology Network within sixty (60) calendar days of signing this Contract and annually thereafter.

7.8.3. Provide a copy of the Contractor’s local IS Backup / Recovery Plan within sixty (60) calendar days of signing this Contract and annually thereafter. This does not need to include the software and services provided by Optum PRSN.

7.9. Business Continuity and Local IS Disaster Recovery.

7.9.1. The Contractor shall create and maintain a business continuity and disaster recovery plan that insures 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. This plan does not need to include the software and services provided by Optum PRSN.

7.9.2. The Contractor must submit an annual business continuity and disaster recovery plan if changed or a certification statement indicating that the prior submitted business continuity disaster plan is in place and current. The certification must be submitted to Optum PRSN by December 1 of each year of this Contract. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested. The plan must address the following:

- 7.9.2.1.** A mission or scope statement.
- 7.9.2.2.** An appointed Information Services Disaster Recovery Staff.
- 7.9.2.3.** Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.
- 7.9.2.4.** Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list.
- 7.9.2.5.** Confirmation of updated system and operations documentation; Process for frequent backup of systems and data;
- 7.9.2.6.** Offsite storage of system and data backups; Ability to recover data and systems from backup files.
- 7.9.2.7.** Designated recovery options which may include use of a hot or cold site.
- 7.9.2.8.** Evidence that disaster recovery tests or drills have been performed.

7.10. Information System Security and Protection of Confidential Information.

7.10.1. The Contractor shall comply with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC

§1320(d) et seq. and CFR Parts 160, 162 and 164 and the American Recovery & Reinvestment Act of 2009 (ARRA), including ARRA's Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions and any successor laws and regulations.

- 7.10.2. The Contractor shall ensure that confidential information provided through or obtained by way of this Contract or services provided, is protected in accordance with the Data Security Requirements Policy contained in Optum PRSN MIS Policies & Procedures Manual.
- 7.10.3. Failure to comply with the Data and Information Systems Section of this Contract, and in particular failure to meet the deliverables requirements of this Section, such as provide Optum PRSN with accurate data on a timely basis, may result in corrective action.

8. DEBARMENT, EXCLUSIONS, AND SUSPENSION

- 8.1. **In General.** Contractor is prohibited from paying with funds received under this Contract for goods and services furnished, ordered, or prescribed by excluded individuals and entities (Social Security Act (SSA) Section 1903(i) (2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers, and such funds will be returned to Optum PRSN within thirty (30) days.
- 8.2. **Contractor Certification.** Contractor, by signature to this Contract, certifies that: Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal government department or agency; and pursuant to 42 USC 1396u-2, Contractor does not knowingly have a director, officer, partner, or person with a beneficial ownership of more than five (5) percent (%) of the Contractor's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Contract, who has been, or is affiliated with someone who has been debarred, suspended, or otherwise excluded by any federal department or agency.
- 8.3. **Contractor. – Debarment, Exclusion, or Suspension.** Contractor shall notify Optum PRSN within five (5) calendar days if, during the term of this Contract, Contractor becomes debarred / excluded / suspended.
- 8.4. **Contractor's Employee or Subcontractor – Debarment, Exclusion, Suspension.** Contractor will immediately terminate any beneficial, employment, contractual, and control relationships with an excluded individual and/or entity that Contractor discovers or that is reported to Contractor by HHS, DSHS, and/or Optum PRSN (WAC 182-502-0030).
- 8.5. **Monitoring and Reporting to Optum Pierce RSN.** It is critical that the Contractor shall comply with the Optum Pierce RSN Policies and Procedures regarding Fraud and

Abuse, Debarment, Exclusion, Suspension and related topics. The HHS Office of Inspector General maintains a list of excluded individuals and entities on the Internet at: <http://oig.hhs.gov/exclusions/index.asp> and <http://exclusions.oig.hhs.gov/>.

- 8.6. Modification or Termination of this Contract.** Optum PRSN may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term hereof. Optum PRSN may immediately modify or terminate this Contract by providing Contractor with written notice for failure to comply with other portions of the Debarment, Exclusion and Suspension Section.
- 8.7. Ownership or Control.** An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five (5) percent (%) or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA Section 1126(b), 42 CFR 455.104(a), and 42 CFR 1001.1001(a) (1)).
- 8.8. Penalties.** Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees. (SSA Section 1128A (a) (6) and 42 CFR 1003.102(a) (2)). SSA Section 1128 is found on the Internet at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.
- 8.9. HCA Medicaid Provider Disclosure Statement.** At the time of contract renewal, Contractor shall complete and sign an *HCA Medicaid Provider Disclosure Statement* Form regardless of the source of funds Contractor receives from Optum Pierce RSN. Optum Pierce RSN shall provide Contractor with a copy of the form. Contractor shall submit this completed and signed form to Optum Pierce RSN Provider Relations, not HCA. It is due to Optum Pierce RSN Provider Relations within 10 working days from the date received from Optum Pierce RSN Provider Relations. Upon request, Contractor may be required to complete and sign this form an additional time during the year.

9. DISPUTE RESOLUTION

- 9.1.** It is agreed that prior to any other remedy available to the Parties, Optum PRSN and/or Contractor shall provide written notice of any disputes or claims arising out of their business relationship (the "Dispute") to the other Party within thirty (30) calendar days of the final decision date, action, omission or cause from which the Dispute arose, whichever is later (the "Dispute Date"). If the Dispute pertains to a matter which is generally administered by certain Optum PRSN procedures, such as a quality improvement plan, the procedures set forth in that plan must be fully exhausted by Contractor before Contractor may invoke its rights as described herein. After receipt of the written notice of the Dispute, the Parties agree to work together in good faith to resolve the Dispute.
- 9.2. Binding Arbitration.** If the parties are unable to resolve the Dispute within thirty (30) calendar days following receipt of the notice of the Dispute, and either Optum PRSN or

Contractor desires to pursue formal resolution of the Dispute, then said Party shall issue a notice of arbitration to the other parties. It is agreed that the Parties knowingly and voluntarily waive any right to a Dispute if arbitration is not initiated within one (1) year after the Dispute Date. Any arbitration proceeding under this Contract shall be submitted to binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Binding arbitration shall be conducted in Pierce County, Washington, or another location if mutually agreed upon in writing by the Parties. The Arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Contract, shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law.

- 9.3. The Parties acknowledge that because this Contract affects interstate commerce the Federal Arbitration Act applies.

10. DOCUMENTS INCORPORATED BY REFERENCE

- 10.1. Each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any Amendments, Appendices, Addendums, Attachments, Exhibits, Modifications, and/or Supplements thereto:
- 10.1.1. The Code of Federal Regulations at Title 45 CFR Part 74, "Uniform Administrative Requirements for Awards and SubAwards";
 - 10.1.2. The Code of Federal Regulations at Title 42, Public Health Service, Department of Health and Human Services;
 - 10.1.3. 42 CFR 438, or any successors;
 - 10.1.4. Other provisions of Title XIX of the Social Security Act; The Medicaid State Plan and the 1915(b) Medicaid Waiver;
 - 10.1.5. The most current DSHS policies, Washington State Medicaid Manual (SMM) as applicable, and Budgeting and Reporting System (BARS) Manual and BARS Supplemental Instructions;
 - 10.1.6. Optum Pierce RSN Policies and Procedures Manual;
 - 10.1.7. Optum Pierce RSN MIS (Management Information System) Policies and Procedures Manual; and
 - 10.1.8. DSHS Mental Health Benefits Booklet.

11. FINANCE

- 11.1. **Accounting Standards and Systems.** Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the Contract. Contractor's accounting system shall ensure that revenues are accounted for on an accrual basis and are reported against the programs by source of funding. This includes the ability to track each source of federal funds separately from Pre-paid Inpatient Health Plan (PIHP) or other funding sources.

11.2. Audit Report. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an audit report is required in accordance with the terms listed below:

11.2.1. Non-Profit Contractors and County and Tribal Governments – The audit report must meet OMB Circular A-133, 2 CFR Part 200 or the most current requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133, 2 CFR Part 200 or the most current requirements requires that the Contractor provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133, 2 CFR Part 200 or the most current audits for fiscal years that include this Contract shall be completed and submitted to Optum PRSN within nine (9) months from the end of Contractor’s fiscal year unless otherwise approved by Optum PRSN in writing. Audit reports of County or Tribal Governmental entities are acceptable if they meet Government Generally Accepted Accounting Procedures (GAAP) and/or those accounting procedures acceptable to the Washington State Auditor’s Office (SAO) for auditing public entities.

11.2.2. For Profit Contractors – An independent audit, an independent limited scope audit or meeting Generally Accepted Accounting Procedures (GAAP) will meet this requirement. Independent audits for fiscal years that include this Contract shall be completed and submitted to Optum PRSN within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by Optum PRSN in writing.

11.3. Consumer Charges. Contractor shall ensure that Medicaid and Medicaid-eligible Consumers are *not* held liable for any covered PIHP mental health services, including those purchased on behalf of the Consumer. Contractor is responsible for accounting for all “Medicaid spend-down”.

11.4. Contractor’s Financial Responsibility.

11.4.1. Contractor shall be financially responsible for all services provided to Consumers who are not eligible for services under this Contract. Contractor shall refund any funds received from Optum PRSN for these services.

11.4.2. Contractor shall be financially liable for any services billed to Optum PRSN but not documented in the Consumers’ charts, whether identified by Optum PRSN, Contractor, or another entity.

11.4.3. The extent of Contractor’s fiscal liability will be determined by applying an audit standard for chart reviews and repayment developed by the Optum PRSN. Optum PRSN will notify the Contractor of repayment due for funds received for services not documented.

11.5. Coordination of Benefits (“COB”). Applies to all services funded by Optum PRSN under this Contract. Management of COB will be administered in accordance with the following guidelines:

11.5.1. Duty to collect third-party revenue. Contractor is responsible for complying with Optum PRSN’s Policies and Procedures on coordination of benefits.

11.5.2. Medicaid - Payor of Last Resort:

11.5.2.1. By law *Medicaid is the payor of last resort* for any Medicaid-covered service. The Contractor is required to make a reasonable effort to bill all potential health insurance sources including Medicare and not rely upon Optum PRSN for Medicaid funding, unless the service is not covered by insurance. It is the obligation of Optum PRSN to review the records of Contractor for evidence that a process is in place to prevent such fraud and/or abuse. Optum is obligated to report fraud and/or abuse information to HRSA-State of Washington. (42 CFR, DSHS – Optum PRSN Pre-paid Inpatient Health Plan (PIHP) Contract) If Contractor can bill another party for the service, then it *must* bill that Party.

11.5.3. State Only Funds. “State Only Funds” are appropriated general funds for Core Services and Services in Support of Core Services. The SMHC requires Optum PRSN and contractors to ensure State Only Funds are the payor of last resort for all Statements of Work identified as eligible for State Only funding under this Contract.

11.5.4. Medicaid Medical Services. When allowable, all Medicaid medical services shall be billed directly to DSHS. To the extent these services were included in the budget submitted to Optum PRSN that serves as the basis for any Statement of Work, Medicaid medical revenue will be returned to Optum PRSN as described in this Contract and the Optum Pierce RSN Policies and Procedures.

11.5.5. Program Income. “Program Income” is defined as third party revenue generated by the Contractor during the provision of services to eligible Consumers funded under a Statement of Work of this Contract, including Medicare and/or other insurance, without regard for when the payment is received. Program income shall be reported to Optum PRSN each service month by Statement of Work. The report shall include by individual and amount: Consumer number, Consumer name, date of service, date of payment, funding source, and dollar amount. Contractor shall retain documentation in the Explanation of Benefits (“EOBs”) on file for Optum PRSN’s review. This applies to all services funded by Optum PRSN, including those funded by State Only funds. This does not apply to revenue received by the Contractor for services not funded by Optum PRSN. Contractor shall certify on the report form for program income that all third party revenue resources for services provided under this Contract are identified, pursued, recorded and reported, in accordance with PIHP / Medicaid and State Only funds being the payer of last

resort. The obligation to provide payment and report program income to Optum PRSN for this revenue survives the termination or expiration of this Contract.

- 11.5.6. Payment to Optum PRSN.** Contractor shall make payment by the 20th of the month to Optum PRSN for program income received in the previous month.
- 11.5.7. Monitoring.** Contractor shall be subject to monitoring by Optum PRSN to ensure a process is in place to demonstrate that all Third Party Revenue resources for services provided under this Agreement are identified, pursued, and recorded by the Contractor.
- 11.5.8.** Refer to Optum PRSN Policies and Procedures for additional information and obligations.
- 11.6. Financial Reports.** Contractor is required to submit semi-annual financial reports. Contractor shall provide the following reports based upon type of organization and Statement of Work within thirty (30) calendar days for the six (6) months ending June 30 and December 31:

 - 11.6.1. All Contractors:** Revenue & Expenditures Report. This report shall use the Washington State Auditor's Office (SAO) Budgeting, Accounting and Reporting System (BARS) standard on the State Revenue and Expenditure (R&E) Report format.
 - 11.6.2. Non-Profit Contractors:** Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 11.6.3. For Profit Contractors:** Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 11.6.4. Tribal and County Government:** Tribal and County Government are exempt from the quarterly financial reporting requirement.
- 11.7. Modification Contingent on Reduction of Funds to Optum PRSN.** State Only funds must be spent for Core Services: Crisis mental health services, Inpatient, Ancillary costs and Residential programs. Optum PRSN may prioritize Core Services and any other services unless specified by DSHS. All Services in Support of Core Services, as defined by Optum PRSN, are funded within resources available to Optum PRSN. Should the State of Washington reduce funds available to Optum PRSN, Optum PRSN will modify the funds available under this Contract in a manner of priority of the contracts to the funds budgeted to the Contractor.
- 11.8. Optum PRSN Fiscal Audits, Monitoring, and Reviews.** Optum PRSN reserves the right to conduct ongoing financial monitoring, formal fiscal reviews and/or fiscal audits of Contractor consistent with the requirements of DSHS, the State of Washington, the State Medicaid Plan or Contract, and/or federal laws and regulations. As a result of such monitoring, review or audit activities, Optum PRSN shall identify to Contractor any

deficiencies or areas for improvement(s), and Contractor shall take appropriate corrective action. Contractor shall ensure an annual fiscal audit by an independent auditor is completed and submitted to Optum PRSN when completed in accordance with the terms of the Finance Section. Copies of other financial records may be required.

11.9. Payment Methods. Contractors may be paid on a capacity, cost reimbursement, and/or modified fee for service basis depending upon the applicable Statement of Work.

11.9.1. Capacity. For a Statement of Work on a capacity payment basis, Contractor shall submit to Optum PRSN:

11.9.1.1. A detailed budget in support of all direct, allocated, and indirect (including administrative) costs expected to be incurred to accomplish the capacity services under the applicable Statement of Work;

11.9.1.2. A staffing plan that shows the staffing pattern by position and shift for the applicable Statement of Work;

11.9.1.3. Justification for any indirect cost allocations; and

11.9.1.4. An implementation plan of both third party reimbursement and Medical services billing.

11.9.1.5. Provider Administration Costs. Under a Capacity Payment Statement of Work, the Contractor shall report total expenditures and total administration costs, for activities provided in fulfillment of this Contract, to Optum PRSN. Optum PRSN will use this information to calculate a provider administration cost percent and report provider administrative costs to DSHS as required. This report is due to Optum PRSN no later than thirty (30) calendar days after the end of the service quarter.

11.9.1.6. Contractor shall have a cost allocation process and budgets in place by the start date of this Contract that are consistent with OMB Circulars A-110 and A-122.

11.9.2. Cost Reimbursement. For a Statement of Work on cost reimbursement basis, the Contractor shall provide Optum PRSN with the following:

11.9.2.1. A summary of expenses incurred in support of all cost reimbursement services, by Statement of Work Number, and accompanied by general ledger detail.

11.9.2.2. For direct costs, Contractor's general ledger detail shall include:

11.9.2.2.1. Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates; and

11.9.2.2.2. Other direct costs including vendor names, dates of service and dollar amounts.

11.9.2.2.3. For allocated and indirect costs, the Contractor must obtain written approval of its Contractor's Cost Allocation Plan or Methodology from Optum PRSN *prior* to signing of this Contract. The Contractor shall submit one (1) of the following documents for review by the Optum PRSN Finance Manager: a) A Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or b) A Cost Allocation Methodology that defines how direct, shared, and administrative costs are allocated. Optum PRSN's written approval will be copied to both the Contractor and the Optum PRSN contract file.

11.9.2.2.4. Detailed Cost Itemization. For direct services that are also funded by a third party, the Contractor shall provide a Detailed Cost Itemization by cost center and funding source. The Detailed Cost Itemization shall identify which services or work was funded by Optum PRSN and by other Parties, by each fund source.

11.9.2.2.5. Duplication of Costs Prohibited. Contractor shall not request cost reimbursement for providing services covered under one (1) Statement of Work with Optum PRSN if Contractor has also requested payment related to the same costs from any other Statement of Work under this Contract or any other funding source.

11.9.2.2.6. Contractor requests for cost reimbursement may not be processed by Optum PRSN if the required cost reimbursement reports and/or deliverables related to the cost reimbursed services are not submitted as required.

11.9.2.2.7. Timeline for Submission. Cost reimbursement requests must be submitted for payment by the twentieth (20th) calendar day of the month for costs in the previous month.

11.9.3. Modified Fee-for-Service ("MFS"). For a Modified Fee-for-Service (MFS) Statement of Work, there will be an Optum PRSN fee / cost schedule published.

11.9.3.1. Payment for each MFS Statement of Work will be based on the fee/costs in effect at the time of the provision of the service. Costs for services paid by MFS payment shall not be submitted for cost reimbursement.

11.9.3.2. Payment Process. Service data for each month must be received into the PRSN data base in accordance with the MIS Policies and Procedures. Service data will be pulled on the ninth (9th) working day of the month for payment calculation for the previous month.

Service hours are based on approved modalities and approved authorizations. Only authorized services that meet the MIS Policy and Procedure will be considered part of the payment equation.

11.9.3.3. Payment Reconciliation Process. Monthly data will be used to calculate the total number of consumers served and hours of service provided. The first (1st) monthly payment will be based on the monthly target dollar allocation. Beginning with the second (2nd) monthly payment request, the payment will be based on the previous month's service hours. The final monthly payment of the contract will not be processed until the final service month of the contract data is entered and the final reconciliation process is complete. The final month's payment for services will be processed based on the previous month's data. A final reconciliation of data and payment for the contract period will be completed within 45 days of the end the contract period. Should the Contractor be due additional compensation, payment will be made within 15 days of the completion of final reconciliation. If the Contractor received an overpayment, the Contractor will be required to return funds no later than 15 days from receipt of the repayment notification letter.

11.9.3.4. The funding source used for MFS payments will be made based on the ratio of services provided to Medicaid and State Only Consumers.

11.9.3.5. A MFS Statement of Work utilizes a bank system that allows for over or underutilization on a monthly basis. If the contractor earns more than the monthly dollar target, the extra earnings over the monthly target are placed in a bank. If the Contractor does not meet the monthly target dollar amount for succeeding months, unpaid dollars in the bank can be used to meet the monthly dollar targets within the same budget period. The Contractor and Optum PRSN must manage against the monthly target dollars on a monthly basis and total annual funding for each MFS Statement of Work. Contractor is financially at risk for the cost of MFS services provided over the Contract's total dollar amount. Optum PRSN has no obligation to pay for MFS services above those maximum dollar amounts specified in the Statements of work, nor can it without a formal Contract modification.

11.9.4. Payment Processing. Optum PRSN will make payment to the Contractor based upon its success in achieving the performance measures or other outcomes, as detailed in each Statement of Work in this Contract, not to exceed the budget identified for each Statement of Work and subject to the following provisions:

11.9.4.1. Contractor shall provide to Optum PRSN a letter listing those individuals who are authorized to sign Contractor's invoices under this Contract. The letter is due to Optum PRSN upon signature of this Contract. Contractor is responsible for ensuring invoices

issued against this Contract are signed by an authorized individual. Contractor shall issue a single invoice that lists each Statement of Work by funding source. The invoice shall be submitted on a monthly basis, accompanied by all required written reports (2 copies), and shall consist of the following:

- 11.9.4.1.1. The month/year for which payment is requested;
- 11.9.4.1.2. The Invoice Number;
- 11.9.4.1.3. Contract Number and the Statement of Work (SOW) Number; and
- 11.9.4.1.4. The name and address of the Contractor;
- 11.9.4.1.5. Payments will not be processed until receipt of the data certification letter for the month of payment.

11.9.5. Turnaround Time. Payment to Contractor will be processed by Optum PRSN within twenty (20) working days of the receipt of a complete and accurate invoice, no later than eleven (11) calendar days after the close of the service month, or the first day of business thereafter. This may include transmitted and acceptance of the data required for payment, as appropriate.

11.9.6. Reimbursement of Contractor's Employees and Subcontractors. All payments obligated by Optum PRSN shall be paid to Contractor. Contractor shall be solely responsible for payments to its employees, and Subcontractors who may have provided services. Contractor shall defend, indemnify, and hold Optum PRSN harmless for any claims, damages, actions or judgments arising from any employee, student, volunteer, or Subcontractor of Contractor related to the provision of services to Consumers.

11.9.7. Proviso Funds. "Proviso Funds" are funds provided to Optum PRSN as State Only Proviso funds, and shall be spent exclusively for the services listed in that particular Statement of Work. Due to the nature of these funds, Optum PRSN will monitor these funds to insure compliance with the Statement of Work. Funds advanced to the Contractor but not expended by the Contractor for the purposes of the Statement of Work are subject to recoupment by Optum PRSN. Should Optum PRSN or the State of Washington determine that funds were not properly expended, the Contractor shall reimburse Optum PRSN for all funds not properly expended with 15 (fifteen) calendar days of receipt of notice of action to recoup the proviso funds.

11.9.8. Training. Contractor will ensure that its finance and accounting staff complete any mandatory trainings offered by Optum PRSN regarding completion of Revenue & Expenditure Reports, cost allocation, Third-Party Revenue collection and related subjects. The purpose of these trainings is to assist Contractor to comply with the contract requirements in Section 12 of the Terms and Conditions.