


**THIS DOCUMENT REPRESENTS ALL INCORPORATED AMENDMENTS AND EXHIBITS FROM JULY 2020 THROUGH AMENDMENT #7. EFFECTIVE DATE OF AMENDMENT #7 is JANUARY 1, 2024.**

		<b>WASHINGTON BEHAVIORIAL HEALTH SERVICES INTEGRATED FOSTER CARE WRAPAROUND CONTRACT</b>		HCA Contract Number: Resulting from Solicitation Number (If applicable):	
<b>THIS CONTRACT</b> is made by and between the Washington State Health Care Authority ("HCA") and the party whose name appears below ("Contractor").					
CONTRACTOR NAME					
CONTRACTOR ADDRESS			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		
CONTRACTOR CONTACT		CONTRACTOR TELEPHONE		CONTRACTOR E-MAIL ADDRESS	
HCA PROGRAM Medicaid Programs Division			HCA DIVISION/SECTION Medicaid Contracts and Compliance		
HCA CONTACT NAME AND TITLE Thao Nguyen Unit Supervisor			HCA CONTACT ADDRESS Post Office Box 45505 Olympia, WA 98504-5505		
HCA CONTACT TELEPHONE 360-725-04840			HCA CONTACT E-MAIL ADDRESS thao.nguyen@hca.wa.gov		
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			CFDA NUMBER(S) N/A		FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT START DATE July 1, 2020		CONTRACT END DATE December 31, 2024		TOTAL MAXIMUM CONTRACT AMOUNT \$	
PURPOSE OF CONTRACT: Contract for Foster Care BH Wrap Around Services					
ATTACHMENTS/EXHIBITS. When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract by reference: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Exhibits (specify):                         <ul style="list-style-type: none"> <li>Exhibit A: Non-Medicaid Funding Allocation</li> <li>Exhibit B: Non-Medicaid Monthly Expenditure Report</li> <li>Exhibit C: Left Intentionally Blank</li> <li>Exhibit D: Left Intentional Blank</li> <li>Exhibit E: Left Intentionally Blank</li> </ul> </li> <li><input checked="" type="checkbox"/> Attachments: Attachment 1, RFP 15-002 Apple Health Foster Care (incorporated by reference, available upon request); and Attachment 2, Contractors Response to RFP 15-002 Apple Health Foster Care (incorporated by reference, available upon request).</li> </ul>					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.					
CONTRACTOR SIGNATURE			PRINTED NAME AND TITLE		DATE SIGNED
HCA SIGNATURE			PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer		DATE SIGNED

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Exhibits:

Exhibit A: Non-Medicaid Funding Allocation

Exhibit B: Non-Medicaid Quarterly Expenditure Report

Exhibit C: State Hospital Bed Allocation [removed, 1/1/20 Amendment]

Exhibit D: Essential Behavioral Health Providers [removed, 7/1/20 Amendment]

Exhibit E: Data Use, Security and Confidentiality [removed, 7/1/20 Amendment]

Attachments:

Attachment 1: RFP 15-002 – Apple Health –Foster Care (incorporated by reference, available upon request)

Attachment 2: Contractors Response to RFP 15-002 – Apple Health –Foster Care (incorporated by reference, available upon request)

## 1. DEFINITIONS

In any subcontracts and in any other documents that relate to this Contract, the Contractor shall use the definitions as they appear in this Contract and as incorporated by reference from the Integrated Foster Care contract. If there is a conflict in the definitions between this Contract and the IFC contract, the definitions from this Contract shall prevail in matters related to this Contract.

### 1.1 Action

“Action” means the denial or limited authorization of a requested Contracted Service for reasons of medical necessity.

### 1.2 Adverse Authorization Determination

“Adverse authorization determination” means the denial or limited authorization of a requested Contracted Services for reasons of medical necessity (Action) or any other reason such as lack of Available Resources.

### 1.3 Alcohol/Drug Information School

“Alcohol/Drug Information School” means costs incurred for Alcohol/Drug information schools provide information regarding the use and abuse of alcohol/drugs in a structured educational setting. Alcohol/Drug Information Schools must meet the certification standards. (The service as described satisfies the level of intensity in ASAM Level 0.5).

### 1.4 Available Resources

“Available Resources” means funds appropriated for the purpose of providing community behavioral health programs. This includes, federal funds, except those provided according to Title XIX of the Social Security Act; and state funds appropriated under RCW 71.24 or RCW 71.05 by the legislature.

### 1.5 Childcare Services

“Childcare Services” means the provision of child care services, when needed, to children of parents in treatment in order to complete the parent's plan for Substance Use Disorder treatment services. Childcare services must be provided by licensed childcare providers or Tribally-operated or Tribally-overseen childcare providers.

### 1.6 Continuing Education and Training

“Continuing Education/Training” means costs incurred for activities to support educational programs, training projects, and/or other professional development programs directed toward: 1) improving the professional and clinical expertise of prevention and treatment facility staff; 2) the knowledge base of county employees who oversee the program agreement; and 3) to meet minimum standards and contract requirements.

### 1.7 Contracted Services

“Contracted Services” means Covered Services that are to be provided by the Contractor under the terms of this Contract within Available Resources.

## 1.8 Enrollee

“Enrollee” means an individual who is enrolled in Managed Care through a Managed Care Organization (MCO) having a contract with HCA (42 C.F.R. § 438.2). For purposes of this Contract, an Enrollee may receive General Funds-State (GFS) Contracted Services if he/she meets the eligibility requirements for such services.

## 1.9 Family Hardship Services

“Family Hardship Services” means the provision of transportation and lodging for family members traveling more than fifty (50) miles from home to a treatment facility to support a Youth receiving services in a facility to allow the family to participate in treatment.

## 1.10 General Fund State (GFS)

“General Fund State (GFS)” means the payment source for services provided by the Contractor under this Contract.

## 1.11 Health Care Coordination

“Health Care Coordination” means an approach to healthcare in which all of an Enrollee’s needs are coordinated with the assistance of a Health Care Coordinator. The Health Care Coordinator provides information to the patient and the patient’s caregivers, and works with the patient to make sure that the patient gets the most appropriate treatment, while ensuring that health care is not duplicated.

## 1.12 Health Care Coordinator

“Health Care Coordinator” means a health care professional or group of professionals, licensed in the state of Washington, who is responsible for providing health care coordination services to Enrollees. Health Care Coordinators may be:

- 1.12.1 A Registered Nurse, Social Worker, Mental Health Professional, or Substance Use Disorder Professional employed by the Contractor or primary care provider or Behavioral Health agency; and/or
- 1.12.2 Individuals or groups of licensed professionals, or paraprofessional individuals working under their licenses, located or coordinated by the primary care provider/clinic/Behavioral Health agency.

Nothing in this definition precludes the Contractor or Health Care Coordinator from using allied health care staff, such as Community Health Workers or Certified Peer Counselors and others to facilitate the work of the Health Care Coordinator or to provide services to Enrollees who need assistance in accessing services but not Health Care Coordination services.

## 1.13 Intensive Residential Treatment (IRT) team

“Intensive Residential Treatment (IRT) team” means a team based mental health service delivery model. IRT is a pilot project model that packages existing Medicaid State plan services provided by treatment teams. These teams also provide some non-Medicaid treatment activities, which are funded through GFS. IRT teams work with Enrollees being discharged or diverted from state hospitals by referral from AL TSA to an AL TSA licensed

adult family home or assisted living facility. Teams provide a wraparound service for both the Enrollee and the facility they are living in.

#### **1.14 Interim Services**

“Interim Services” means services to Enrollees who are currently waiting to enter a treatment program to reduce the adverse health effects of substance abuse, promote the health of the Enrollee, and reduce the risk of transmission of disease. Such services are provided until the Enrollee is admitted to a treatment program. Services include referral for prenatal care for a pregnant patient, brief screening activities, the development of a service plan, individual or group contacts to assist the person either directly or by way of referral in meeting his/her basic needs, updates to advise him/her of treatment availability, and information to prepare him/her for treatment, medications to treat opioid use disorder, counseling, education, and referral regarding HIV and tuberculosis (TB) education, if necessary referral to treatment for HIV and TB.

#### **1.15 Notice of Action**

“Notice of Action” means a written notice that must be provided to Enrollees to inform them that GFS Contracted Services have not been authorized based on medical necessity criteria.

#### **1.16 Opioid Dependency/HIV Services Outreach**

“Opioid Dependency/HIV Services Outreach ” means costs incurred to provide Outreach and referral services to special populations such as opioid use disorder, injecting drug users (IDU), HIV or Hepatitis C-positive Enrollees. Opioid Dependency/HIV and Hepatitis C Outreach is specifically designed to encourage injecting drug users (IDUs) and other high-risk groups such as opioid use disorder and HIV or Hepatitis C-positive Enrollees to undergo treatment and to reduce transmission of HIV and Hepatitis C disease. Costs include providing information and skills training to non-injecting, drug using sex partners of IDUs and other high-risk groups such as street youths. Programs may employ street outreach activities, as well as more formal education and risk-reduction counseling. Referral services include referral to assessment, treatment, interim services, and other appropriate support services. Costs do not include ongoing therapeutic or rehabilitative services.

#### **1.17 Outreach and Engagement**

“Outreach and Engagement” means identification of hard-to-reach Enrollees with a possible SUD and engagement of these Enrollees in assessment and ongoing treatment services as necessary. This includes: providing critical information and referral regarding Behavioral Health services to people who might not otherwise have access to that information, providing information on SUD and the impact of SUD on families, providing information on treatment options or resources, re-engaging Enrollees in the treatment process. This does not include ongoing therapeutic or rehabilitative services.

#### **1.18 Pregnant and Post-Partum Women and Parenting Persons (PPW)**

“Pregnant and Post-Partum Women and Parenting Persons (PPW)” means: (i) women who are pregnant; (ii) women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children; or (iii)

women who are parenting children, including those attempting to gain custody of children supervised by the Department of Children, Youth and Family (DCYF) or a Tribal child welfare program operated under the Indian Child Welfare Act of 1978, as amended (Public Laws 95-608).

#### **1.19 Pregnant, Post-Partum or Parenting Women's (PPW) Housing Support Services**

"PPW Housing Support Services" means the costs incurred to provide support services to PPW Enrollees with children under the age of six (6) in a transitional residential housing program designed exclusively for this position.

#### **1.20 Program of Assertive Community Treatment (PACT)**

"Program of Assertive Community Treatment (PACT)" means a team-based, evidence-based mental health service delivery model that incorporates the values of Recovery and Resiliency. PACT is a package of already existing Medicaid State plan services provided by treatment teams, employed by a licensed BHA acting within the scope of its License. These teams also provide some non-Medicaid treatment activities, which are funded through GFS. PACT is client-centered, recovery-oriented, mental health service delivery model that utilizes a team approach providing services to Enrollees with severe and persistent mental illnesses and co-occurring disorders.

#### **1.21 Provider Travel for Mental Health Assessment for Young Children (MHAYC)**

"Provider Travel for Mental Health Assessment for Young Children (MHAYC)" means costs incurred for providers to travel to home and community settings to conduct mental health assessments (i.e., Intake Evaluation, Psychiatric Diagnostic Evaluation) for children from birth through age five.

#### **1.22 Recovery Support Services**

"Recovery Support Services" means a broad range of non-clinical services that assist Enrollees and families to initiate, stabilize, and maintain long-term Recovery from Substance Use Disorders. Recovery Support Services may include: peer delivered motivational interviewing; peer wellness coaching; peer-run respite services; person-center planning; self-care and wellness approaches; WRAP; supported employment; peer health navigators; supportive housing; promoters; Recovery community centers; whole health action management; wellness-based community campaign; mutual aid groups for Enrollees with co-occurring disorders; peer specialists; Recovery coaching; shared decision-making; telephone Recovery checkups; warm lines; peer-run crisis diversion services.

#### **1.23 Room and Board**

"Room and Board" means costs incurred for services in a twenty-four (24) hour-a-day setting, including the provision of accessible, clean and well-maintained sleeping quarters with sufficient space, light and comfortable furnishings for sleeping and personal activities along with nutritionally adequate meals provided three times a day at regular intervals. Room and Board must be provided consistent with the requirements for Residential Treatment Facility Licensing through the Department of Health WAC 246-337.

#### **1.24 Sobering Services**

“Sobering Services” means short-term (24 consecutive hours) emergency shelter, screening, and referral services to persons who are intoxicated or in active withdrawal.

#### **1.25 State Hospitals**

“State Hospitals” means a State Hospital operated and maintained by the state of Washington for handling the most complicated long-term care needs of patients with a primary diagnosis of mental disorder.

#### **1.26 Therapeutic Interventions for Children**

“Therapeutic Interventions for Children” means services promoting the health and welfare of children that include: developmental assessment using recognized, standardized instruments; play therapy; behavioral modification; individual counseling; self-esteem building; and family intervention to modify parenting behavior and/or the child's environment to eliminate/prevent the child's dysfunctional behavior.

#### **1.27 Washington Apple Health –Integrated Foster Care (AH- IFC)**

“Washington Apple Health –Integrated Foster Care (AH-IFC)” means the program under which a Managed Care MCO provides GFS services and, under separate contract, Medicaid funded physical and Behavioral Health services.



## **2. GENERAL TERMS AND CONDITIONS**

### **2.1 Incorporation by Reference**

- 2.1.1 All of the terms and conditions of the Washington Apple Health Integrated Foster Care Contract between HCA and the Contractor (HCA Contract No. K3249, with a start date of July 1, 2020 and an end date of December 31, 2024) (“IFC” contract) shall apply with equal force and effect to this Contract, unless otherwise explicitly stated in this Contract. If there is a conflict between this Contract and the IFC contract, the provisions of this Contract shall prevail in matters related to this Contract.

## **3. MARKETING AND INFORMATION REQUIREMENTS**

### **3.1 Information Requirements for Enrollees and Potential Enrollees**

- 3.1.1 The Contractor shall submit branding materials developed by the Contractor that specifically mention GFS services for review and approval. No such materials shall be disseminated to Enrollees, providers or other members of the public without HCA’s approval.
- 3.1.2 The Contractor shall submit Enrollee information developed by the Contractor that specifically mentions GFS services provided under this Contract at least thirty (30) calendar days prior to distribution for review and approval. All other Enrollee materials shall be submitted as informational. HCA may waive the thirty (30) day requirement if, in HCA’s sole judgment, it is in the best interest of HCA and its clients to do so.

### **3.2 Development of Training Materials for SSS/Social Workers and Caregivers**

- 3.2.1 The Contractor shall coordinate with HCA’s assigned Contract Manager and DCYF as necessary in the development of training and informational materials directed towards SSS/Social Workers and Caregivers/Parents of IFC Enrollees. These training and materials must include information about Tribal Child Welfare Programs and the Indian Child Welfare Act.
- 3.2.2 The Contractor shall submit trainings that are part of its catalog of nationally-developed health education trainings, where no modifications can be made to the HCA assigned Contract Manager and DSHS/DCYF for an approval or rejection of the complete content.
- 3.2.3 HCA and DCYF shall review and either approve, reject or, where allowed, return training materials to the Contractor for changes within twenty-one (21) calendar days of submission with the mutual intent to finalize the material within thirty (30) calendar days of initial submission.
- 3.2.4 Upon approval, the Contractor will send the training as a health education FYI to the HCA managed care mailbox prior to use.

## 4. ENROLLMENT

### 4.1 Eligibility and Enrollment

- 4.1.1 To be eligible for GFS services under this Contract, an individual must: (i) be eligible for Medicaid and an Enrollee in the Contractor's plan; and (ii) meet the clinical or program eligibility criteria for the GFS service described in Section 13, Benefits.
- 4.1.2 Meeting the eligibility requirements under this Contract does not guarantee the Enrollee will receive the GFS service.
- 4.1.3 HCA shall determine Medicaid eligibility for enrollment over the term of this Contract. Enrollees eligible for Medicaid and enrolled with the Contractor will be presumed to meet financial eligibility requirements for GFS services.
- 4.1.4 At HCA's direction, the Contractor shall participate in a regional initiative to develop and implement consistent protocols to determine clinical or program eligibility for the limited-benefit GFS services.
- 4.1.5 At HCA's discretion, the Contractor shall participate in developing protocols for Enrollees with frequent Medicaid eligibility changes (including those individuals who are eligible through spend-down). The protocols will address, at a minimum, coordination with the BH-ASO and if, applicable, the Tribes, Indian Health Care Providers, and HCA Office of Tribal Affairs; referrals; reconciliations; and potential transfer of GFS funds to promote Continuity of Care for the Enrollee. Any reconciliations will occur at a frequency determined by HCA but no less than quarterly with potential for up to monthly reconciliations in the last quarter of the allocation year.

### 4.2 Termination of Enrollment

- 4.2.1 The Enrollee remains eligible for GFS services until HCA has notified the Contractor in writing that enrollment in the AH-IFC plan is terminated.
- 4.2.2 An Enrollee whose enrollment is terminated for any reason, other than incarceration, at any time during the month remains eligible as a Medicaid Enrollee to receive Contracted Services through the end of that month as long as the Enrollee meets the clinical eligibility requirements for the GFS services.

## 5. PAYMENT AND SANCTIONS

### 5.1 Funding

- 5.1.1 The funds under this Contract are dependent upon HCA's receipt of continued state funding awards. If HCA does not receive continued state and federal funding awards, HCA may terminate this Contract in accordance with the General Terms and Conditions in the IFC Contract.
- 5.1.2 HCA will provide the Contractor with their budget of GFS and proviso annually, identified in Exhibit A. The Contractor's budget is based upon available funding for the regional service area as a whole and the Contractor's share of the eligible enrollment in the region.
- 5.1.3 A maximum of 10 percent of the GFS and proviso funds expended by the Contractor may be used for administrative costs, taxes and other fees per RCW 71.24.330 and must be reported on the quarterly expenditure report, as identified in Exhibit B.
- 5.1.4 HCA will pay the Contractor GFS and proviso funds, including the administrative portion, in equal monthly amounts, or as identified in Exhibit A, based upon the budget identified in Exhibit A.
- 5.1.5 The Contractor shall maintain financial records that track the funding received and the expenditures for services provided under this Contract by category of service, funding source and state fiscal year.
- 5.1.6 The Contractor shall send a quarterly expenditure report to the HCA Revenue and Expenditure's mailbox ([hcarevenue&expenditures@hca.wa.gov](mailto:hcarevenue&expenditures@hca.wa.gov)). The expenditure report format is identified in Exhibit B. The expenditure report is due to HCA no later than forty-five (45) calendar days after the last day of the quarter. The expenditures reported shall represent the payments made for services under this Contract during the quarter being reported. The 10 percent administrative load, as identified in subsection 5.1.3 will be included on this expenditure report.
- 5.1.7 If the expenditures reported by the Contractor on the expenditure report, exceed the Contractor's budget identified in Exhibit A, HCA will not pay the Contractor for the amount that exceeds the budget.
- 5.1.8 The Contractor must have contracts in place for any proviso funds identified in Exhibit A. Based upon evidence of contracting for and utilizing proviso programs identified in Exhibit A, and at HCA's discretion, the allocation and distribution of funds may be reevaluated and unspent funds may be reallocated retrospectively.
  - 5.1.8.1 Funding provided for specific purposes in the Exhibits shall be utilized for expenditures related to the outlined purpose. HCA will recoup the funds, in whole or in part, if the Contractor (i) does not utilize the funding within the term of this Contract, or (ii) does not provide a spending plan within sixty (60) calendar days of the termination date of this Contract or sixty (60) calendar days reconciliation of Behavioral Health Personal Care expenditures, whichever is the latest. The spending plan must contain a clear

contracted purpose and be approved in writing by HCA. HCA has the discretion to reallocate all or any portion of any recouped funds to other regions.

- 5.1.9 HCA will perform a reconciliation of the Contractor's expenditure reports to their budget at least annually, with the exception of proviso funds in Exhibit A, see subsection 5.1.8. Based upon the results of the reconciliation, at HCA's discretion, the allocation and distribution of GFS may be reevaluated and unspent funds may be reallocated retrospectively.
- 5.1.10 Funds paid under this Contract that are not expended by the end of the applicable fiscal year may be used or carried forward to the subsequent applicable fiscal year or to any other Contract. Unspent allocations shall be reported to HCA at the end of the applicable state fiscal year as specified in this Contract. In order to expend these funds in the next fiscal year, the Contractor shall submit a plan to HCA for approval by September 15.
- 5.1.11 The Contractor shall ensure that all funds provided pursuant to this Contract, including interest earned, are used to provide services as described in this Contract.
- 5.1.12 HCA shall not be obligated to provide funding to the Contractor for any services or activities performed prior to the effective date of this Contract.
- 5.1.13 The Contractor shall administer services provided under this Contract in a manner that best maintains Available Resources throughout the Contract period.
- 5.1.14 HCA will perform the PMPM recoupment reconciliation for Enrollees who have a mental health stay in an Institution for Mental Disease (IMD) for more than sixty (60) consecutive calendar days, as outlined in the Apple Health Integrated Foster Care Medicaid contract. Following the completion of the recoupment process, HCA will provide a file to the Contractor that includes the details for all physical and Behavioral Health encounters (including the IMD stay) for Enrollees that have had a PMPM recouped, via MFT site. The Contractor shall review the data provided by HCA and report any discrepancies between their records and the data provided to HCA within fifteen (15) calendar days following the notification from HCA. Once all discrepancies have been resolved, HCA will provide the Contractor with an A-19 Invoice Voucher form which the Contractor shall sign to confirm their agreement with the reimbursement amount and return to HCA within fifteen (15) calendar days following receipt of the form. HCA will issue payment to the Contractor within fifteen (15) calendar days following receipt of the signed A-19 Invoice Voucher.

## **5.2 Encounter Data Reporting**

- 5.2.1 The Contractor shall ensure that final reporting of encounters for services provided under this Contract shall occur no more than ninety (90) days after the end of each fiscal year of this Contract.

## **5.3 Non-Compliance**

- 5.3.1 Failure to Maintain Reporting Requirements

5.3.1.1 In the event the Contractor or a Subcontractor fails to maintain its reporting obligations under this Contract, HCA reserves the right to withhold reimbursements to the Contractor until the obligations are met.

5.3.2 Recovery of Costs Claimed in Error

5.3.2.1 If the Contractor claims and HCA reimburses for expenditures under this Contract which HCA later finds were (1) claimed in error or (2) not allowable costs under the terms of the Contract, HCA shall recover those costs and the Contractor shall fully cooperate with the Recovery.

5.3.3 Stop Placement

5.3.3.1 HCA may stop the placement of Enrollee in a treatment facility immediately upon finding that the Contractor or a Subcontractor is not in substantial compliance, as determined by HCA, with provisions of the Contract or any WAC related to behavioral health treatment. The treatment facility will be notified by HCA of this decision in writing.

5.3.4 Additional Remuneration Prohibited

5.3.4.1 The Contractor shall not charge or accept additional fees from any Enrollee, relative, or any other person, for GFS services provided under this Contract other than those specifically authorized by HCA. The Contractor shall require its Subcontractors to adhere to this requirement. In the event the Contractor or Subcontractor charges or accepts prohibited fees, HCA shall have the right to assert a claim against the Contractor or Subcontractors on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.

**5.4 Prospective and Retrospective Premium Adjustments**

5.4.1 If, at HCA's sole discretion, HCA determines as a result of data errors or inadequacies, policy changes beyond the control of the Contractors, or other causes there are material errors or omissions in the allocation of GFS funds, HCA may make prospective and/or retrospective modifications to the allocations, as necessary. At the explicit written approval of HCA, the Contractor can elect to make a lump sum or similar arrangement for payment.

**5.5 Remedial Actions**

5.5.1 HCA may initiate remedial action if it is determined that any of the following situations exist:

5.5.1.1 A problem exists that negatively impacts Enrollees receiving services.

5.5.1.2 The Contractor has failed to perform any of the GFS services

required in this Contract.

5.5.1.3 The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Contract.

5.5.1.4 The Contractor has failed to perform any administrative function required under this Contract. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of Behavioral Health services.

5.5.1.5 The Contractor has failed to implement corrective action required by the state and within HCA prescribed timeframes.

5.5.2 HCA may impose any of the following remedial actions:

5.5.2.1 Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to HCA within thirty (30) calendar days of notification. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Contract. HCA may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

5.5.2.1.1 Corrective action plans must include:

5.5.2.1.1.1 A brief description of the situation requiring corrective action.

5.5.2.1.1.2 The specific actions to be taken to remedy the situation.

5.5.2.1.1.3 A timetable for completion of the actions.

5.5.2.1.1.4 Identification of individuals responsible for implementation of the plan.

5.5.2.1.2 Corrective action plans are subject to approval by HCA, which may:

5.5.2.1.2.1 Accept the plan as submitted.

5.5.2.1.2.2 Accept the plan with specified modifications.

5.5.2.1.2.3 Request a modified plan.

5.5.2.1.2.4 Reject the plan.

5.5.3 HCA will withhold up to 5 percent of the next payment and each payment thereafter until the corrective action has achieved resolution. The amount of

withhold will be based on the severity of the situation as detailed in this section. HCA, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.

- 5.5.4 Increase withholdings identified above by up to an additional 3 percent for each successive month during which the remedial situation has not been resolved.
- 5.5.5 Deny any incentive payment to which the Contractor might otherwise have been entitled under this Contract.
- 5.5.6 Terminate for Default as described in the General Terms and Conditions of the AH-IFC Contract.

## 6. ACCESS TO CARE AND PROVIDER NETWORK

### 6.1 Network Capacity

- 6.1.1 The Contractor shall maintain and monitor an appropriate and adequate provider network, supported by written agreements, sufficient to provide GFS services under this Contract to its Enrollees.
- 6.1.2 The Contractor shall incorporate the following requirements when developing its network:
  - 6.1.2.1 The Contractor shall, in partnership with the BH-ASO, assist the state to expand community-based, including Tribal-based, Behavioral Health services (e.g., alternatives for crisis stabilization, such as mobile crisis or residential and respite beds).
  - 6.1.2.2 The Contractor shall assist the state to expand community-based, recovery-oriented services and research- and evidence-based practices.
  - 6.1.2.3 The Contractor shall implement an adequate plan to provide Evaluation and Treatment services, and Secure Withdrawal Management and Stabilization services to Enrollees, which may include the development of less restrictive alternative to involuntary treatment or prevention programs reasonably calculated to reduce the demand for Evaluation and Treatment services, and Secure Withdrawal Management and Stabilization services.
  - 6.1.2.4 Regional Behavioral Health entities must develop and implement plans for improving access to timely and appropriate treatment for Enrollees with Behavioral Health needs and current or prior criminal justice involvement.
- 6.1.3 If the Contractor, in HCA's sole opinion, fails to maintain an adequate network of GFS Behavioral Health providers in any contracted service area for two (2) consecutive quarters, and after notification following the first quarter, HCA reserves the right to immediately terminate the Contractor's services for that service area. The network established under the Contract must complement and support the network of Medicaid providers established by the IAHC Medicaid Contract.
- 6.1.4 The Contractor shall update and maintain the Contractor's existing provider manual to include all relevant information regarding GFS services and requirements.
- 6.1.5 The Contractor shall have, maintain, and provide to HCA upon request an up-to-date database of its provider network. The Contractor shall update its existing database to meet the following requirements:
  - 6.1.5.1 A network inventory, including licensure, to quantify the number of providers offering GFS services, including a list of all GFS providers.



- 6.1.5.2 Includes the providers' names, locations, telephone numbers, GFS services offered, clinical specialty and areas of expertise.
- 6.1.5.3 Includes a description of each provider's language(s) spoken and if appropriate, a brief description of the provider's skills or experiences that would support the cultural or linguistic needs of its Enrollees when provided by a provider.
- 6.1.5.4 Indicates whether each provider has capacity to serve new patients and the limits on capacity for each provider.
- 6.1.5.5 Updates to the provider database shall be made: no less than quarterly or whenever there is a change in the Contractor's network that would affect adequate capacity in a service area.
- 6.1.5.6 Contractor program staff shall be available to conduct provider searches based on office or facility location, clinical specialty, provider discipline, provider capacity, available languages and allowable fund sources (e.g., Medicaid, GFS).

## 6.2 Customer Service

- 6.2.1 The Contractor shall submit its customer service policies and procedures to HCA for review. Customer service policies and procedures shall address the following:
  - 6.2.1.1 Information on the GFS services including where and how to access them;
- 6.2.2 The Contractor shall train customer service representatives on revised GFS-related policies and procedures.

## **7. QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT**

### **7.1 Quality Management Program**

- 7.1.1 The Contractor shall ensure its Quality Management (QM) Program addresses GFS requirements.

### **7.2 Quality Review Activities**

- 7.2.1 The HCA, Office of the State Auditor, or any of their duly-authorized representatives, may conduct announced and unannounced:
  - 7.2.1.1 Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Contract;
  - 7.2.1.2 Audits regarding the quality, appropriateness, and timeliness of Behavioral Health services provided under this Contract; and
  - 7.2.1.3 Audits and inspections of financial records, related to GFS services.
- 7.2.2 The Contractor shall participate with HCA in review activities. Participation will include at a minimum:
  - 7.2.2.1 The submission of requested materials necessary for an HCA initiated review within thirty (30) days of the request.
  - 7.2.2.2 The completion of site visit protocols provided by HCA.
  - 7.2.2.3 Assistance in scheduling interviews and agency visits required for the completion of the review.
- 7.2.3 The Contractor shall notify HCA when an entity other than the State Auditor performs any audit described above related to any activity contained in this Contract.

### **7.3 Performance-Based Goals and Other Reporting Requirements**

- 7.3.1 At HCA's discretion, performance will be linked to payment.
- 7.3.2 HCA defined reporting and data submission methods for Performance Measurement and Reporting:
  - 7.3.2.1 The Contractor shall comply with the reporting and data submissions requirements as directed by HCA and shall make reports available to HCA at least annually through the HCA monitoring process or more frequently, as requested by HCA. Should HCA adopt a subsequent set of requirements during the term of this Contract, HCA shall update the performance requirements as necessary.
- 7.3.3 All performance measures are subject to an audit.

## 7.4 Health Information Systems

- 7.4.1 The Contractor shall establish and maintain web-based portals with appropriate security features that allow referrals, requests for prior authorizations, and encounter submission, for GFS services. The Contractor may use its Medicaid website as long as the website includes information on GFS services. The Contractor shall include information on how to access GFS services, including crisis contact information and toll-free crisis telephone numbers.

## 8. SUBCONTRACTS

### 8.1 Required Provisions

8.1.1 The Contractor shall provide the following information regarding the Grievance system for GFS funded services to all Subcontractors:

8.1.1.1 The Enrollees do not have a right to continuation of benefits during an Appeal Process or the Administrative Hearing process.

### 8.2 Management of Subcontracts

8.2.1 The Contractor must monitor the Subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by HCA, consistent with industry standards or state law and regulation.

8.2.1.1 This review may be combined with a formal review of services performed pursuant to the Contractor's Medicaid Contract between the Contractor and HCA.

8.2.1.2 The review must be based on the specific delegation agreement with each Subcontractor, and must address compliance with Contract requirements for each delegated function, which may include but is not limited to:

8.2.1.2.1 Documentation and appropriateness of medical necessity determinations.

8.2.1.2.2 Enrollee record reviews to ensure services are appropriate based on diagnosis, the treatment plan is based on the Enrollee's needs and progress notes support the use of each service.

8.2.1.2.3 Enrollee record reviews to ensure the treatment plans are consistent with WAC 246-341-0620 and 246-341-0640.

8.2.1.2.4 Timeliness of service.

8.2.1.2.5 Network adequacy.

8.2.1.2.6 Cultural, ethnic, linguistic, disability or age related needs are addressed.

8.2.1.2.7 Coordination with primary care.

8.2.1.2.8 Provider adherence to practice guidelines, as relevant.

8.2.1.2.9 Provider compliance with reporting and managing critical incidents.

8.2.1.2.10 Information security.

- 8.2.1.2.11 Disaster recovery plans.
- 8.2.1.2.12 Fiscal management, including documenting the provider's cost allocations, revenues, expenditures and reserves in order to ensure that funds under this Contract are being spent appropriately.
- 8.2.1.2.13 Licensing and certification reviews, including oversight of any issues noted during licensing and/or certification reviews conducted by Department of Health and communicated to the Contractor.

8.2.2 Unless a county is a licensed service provider and the Contractor is contracting with the county for direct services, the Contractor shall not provide GFS funds to a county without a contract or single-case agreement.

### 8.3 Health Care Provider Subcontracts

The Contractor's Subcontracts shall also contain the following provisions:

- 8.3.1 A statement that Subcontractors receiving GFS funds shall cooperate with Contractor or HCA-sponsored Quality Improvement (QI) activities.
- 8.3.2 For providers in twenty-four (24) hour settings, a requirement to provide discharge planning services which shall, at a minimum:
  - 8.3.2.1 Coordinate a community-based discharge plan for each Enrollee served under this Contract beginning at intake, including Tribal-community resources and services when applicable. Discharge planning shall apply to all Enrollees regardless of length of stay or whether they complete treatment;
  - 8.3.2.2 Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring entity. Contact with the referral agency shall be made within the first week of residential treatment;
  - 8.3.2.3 Establish referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities;
  - 8.3.2.4 Coordinate, as needed, with HCA/Division of Behavioral Health and Recovery (DBHR) prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the Department of Children, Youth, and Families;
  - 8.3.2.5 Coordinate, as needed, with Tribal governments and Indian Health Care Providers for applicable services, including but not limited to assessment and treatment, education support and early childhood services, vocational or employment services, housing services and

supports, and Tribal courts; and

- 8.3.2.6 Coordinate services to financially-eligible Enrollees who are in need of medical services.
- 8.3.3 A requirement that termination of a subcontract shall not be grounds for a fair hearing or a Grievance for the Enrollee if similar services are immediately available in the service area.
- 8.3.4 How Enrollees will be informed of their right to file a Grievance or Appeal
- 8.3.5 A requirement to provide Enrollees access to translated information and interpreter services as described in the Marketing and Information Requirements section of the IFC contract.
- 8.3.6 Adherence to established protocols for determining eligibility for services consistent with the Enrollment section of the IFC contract.
- 8.3.7 A requirement to use HCA/DBHR approved Integrated Co-Occurring Disorder Screening and Assessment Tool(s); this shall include requirements for training staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement as well as requirements for corrective action if the process is not implemented and maintained throughout the Contract's period of performance.
- 8.3.8 A requirement to conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in Chapter 43.43 RCW, and Chapter 388-06 WAC.
- 8.3.9 Requirements for nondiscrimination in employment and Enrollee services.
- 8.3.10 Protocols for screening for debarment and suspension of certification.
- 8.3.11 Requirements to identify funding sources consistent with the Payment and Sanctions Section and Federal Block Grant reporting requirements.
- 8.3.12 A requirement that the Subcontractor shall respond with all available records in a timely manner to law enforcement inquiries regarding an Enrollee's eligibility to possess a firearm under RCW 9.41.040(2)(C)(iv)
- 8.3.13 The Contractor shall conduct a Subcontractor review which shall include at least one onsite visit every two (2) years to each Subcontractor site providing state funded treatment services during the period of performance of this Contract in order to monitor and document compliance with requirements of the subcontract.
- 8.3.14 The Contractor shall ensure that Subcontractors have complied with data submission requirements established by HCA for all services funded under the Contract.
- 8.3.15 The Contractor shall ensure that the Subcontractor updates Enrollee funding information when the funding source changes.

- 8.3.16 The Contractor shall maintain written or electronic records of all Subcontractor monitoring activities and make them available to HCA upon request.
- 8.3.17 A statement that Subcontractors shall comply with required audits, including authority to conduct a facility inspection and Office of Management and Budget (OMB) Circular and 2 C.F.R. Part 200, Subpart F – Audit Requirements audits, as applicable to the Subcontractor.
  - 8.3.17.1 The Contractor shall submit a copy of the 2 C.F.R. Part 200, Subpart F – Audit Requirements audit performed by the State Auditor to the HCA Contact identified on page one (1) of the Contract within ninety (90) days of receipt by the Contractor of the completed audit.
    - 8.3.17.1.1 If a Subcontractor is subject to OMB Circular and 2 C.F.R. Part 200, Subpart F – Audit Requirements, the Contractor shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per 2 C.F.R. Part 200, Subpart F – Audit Requirements.
    - 8.3.17.1.2 If a Subcontractor is not subject to OMB Circular and 2 C.F.R. Part 200, Subpart F – Audit Requirements, the Contractor shall perform subrecipient monitoring in compliance with federal requirements.
  - 8.3.17.2 The Contractor shall respect Tribal sovereignty and shall not conduct on-site reviews of Tribal service providers without advance invitation from the Tribe and without prior notice to, and coordination with, the HCA Office of Tribal Affairs.

#### 8.4 Provider Education

- 8.4.1 The Contractor shall develop and deliver ongoing training, technical assistance and support tools for GFS providers regarding GFS protocols and requirements. The training materials and documents shall be pre-approved by HCA. The training program shall meet the following minimum requirements:
  - 8.4.1.1 Training shall be accessible to GFS providers at alternate times and days of the week. A schedule of training shall be available on the Contractor’s website and updated as needed but at least annually. The Contractor shall make reasonable efforts to ensure that:
    - 8.4.1.1.1 Training is developed in collaboration with peer MCOs.
    - 8.4.1.1.2 Training is made available to treatment staff.
    - 8.4.1.1.3 Subcontractors provide opportunities for staff to attend trainings.
  - 8.4.1.2 Training for GFS providers address the following requirements:
    - 8.4.1.2.1 Screening and assessment tools and protocols, including the GAINS-SS.

- 8.4.1.2.2 Referral protocols.
- 8.4.1.2.3 Claims and encounter submission.
- 8.4.1.2.4 Other data submission and reporting required under the Contract.
- 8.4.1.2.5 Evidence-Based Practices, as relevant to the service(s) provided.
- 8.4.1.2.6 Transition protocols for Enrollees moving between funding sources or with frequent Medicaid eligibility status changes.
- 8.4.1.2.7 Training includes the application of Evidence-Based, research-based, and Promising Practices, including culture-based approaches, related to the assessment and treatment of Behavioral Health conditions.
- 8.4.1.2.8 Recovery and Resilience principles are incorporated in service provision as well as policies and procedures.
- 8.4.1.3 Enrollees, family members and other caregivers are involved in the planning, development and delivery of trainings specific to delivery of GFS services.
- 8.4.1.4 Cultural competency is incorporated into provider training specific to delivery of GFS services.

## **8.5 Provider Payment Standards**

- 8.5.1 The Contractor must support both hardcopy and electronic submission of claims, encounters and bills for all GFS services types.
- 8.5.2 The Contractor shall update its claims and encounter system to support processing of payments for the GFS services.
  - 8.5.2.1 The Contractor shall ensure prompt payment to the BH providers, including developing a contingency plan that will ensure payment for services delivered to Enrollees in the event that a mental health or substance use disorder provider cannot submit HIPAA-compliant encounters or electronic claims.
  - 8.5.2.2 The Contractor shall produce reports for contracted BH providers that assist them with claims management, such as monthly reports with numbers of accepted claims or encounters vs. those that are not accepted on initial submission, and error rates by types of errors.



## **9. ENROLLEE RIGHTS AND PROTECTIONS**

### **9.1 Enrollee Choice of Behavioral Health Provider**

- 9.1.1 An Enrollee may maintain existing Behavioral Health provider relationships when funding is available and when the GFS services are medically necessary for GFS services. However, Enrollees are not guaranteed choice of Behavioral Health providers for GFS services.

## 10. UTILIZATION MANAGEMENT PROGRAM AND AUTHORIZATION OF SERVICES

### 10.1 Utilization Management Requirements

- 10.1.1 The Contractor's BH Medical Director will provide guidance, leadership and oversight of the Contractor's UM program for Contracted Services. The following activities may be carried out in conjunction with the administrative staff or other clinical staff, but are the responsibility of the BH Medical Director to oversee:
- 10.1.1.1 Processes for evaluation and referral to Contracted Services.
  - 10.1.1.2 Review of consistent application of criteria for provision of services within Available Resources and related Grievances.
  - 10.1.1.3 Review of assessment and treatment services against clinical practice standards. Clinical practice standards include, but are not limited to evidenced-based practice guidelines, culturally appropriate services, discharge planning guidelines, and community standards governing activities such as coordination of care among treating professionals. This review must include a review of the coordination with Indian Health Service, Indian Tribal Organizations, and Indian Health Care Providers (IHCP) and other Enrollee serving agencies.
  - 10.1.1.4 Monitoring for over-utilization and under-utilization of services and ensuring that resource management and UM activities are not structured in such a way as to provide incentives for any individual or entity to deny, limit, or discontinue Medically Necessary mental health services inconsistent with the Contractors policy and procedures for determining eligibility for services within Available Resources.
- 10.1.2 The Contractor shall develop and implement UM protocols for all services and supports funded solely or in part through GFS funds. The UM protocols shall comply with the following provisions:
- 10.1.2.1 The Contractor must have policies and procedures that establish a standardized methodology for determining when GFS resources are available for the provision of Behavioral Health services. The methodology shall include the following components:
    - 10.1.2.1.1 A plan to address under- or over-utilization patterns with any provider to avoid unspent funds or gaps in service at the end of a contract period due to limits in Available Resources;
    - 10.1.2.1.2 Education and technical assistance to address issues related to Quality of Care, medical necessity, timely and accurate claims submission or aligning service utilization with allocated funds to avoid disruption in service or unspent funds at the end of a contract year;

- 10.1.2.1.3 Corrective action with providers, as necessary, to address issues with compliance with state and federal regulations or ongoing issues with patterns of service utilization; and
- 10.1.2.1.4 A process to make payment denials and adjustments when patterns of utilization deviate from state, federal or contract requirements (e.g., single source funding).
- 10.1.2.2 The Contractor shall monitor provider discharge planning to ensure GFS providers meet contractual requirements for discharge planning defined in this Contract.
- 10.1.3 The Contractor's Care Management system must include a periodic review of any Enrollees that have an Individual Service Plan to ensure the requirements are being met. The Contractor must establish criteria for, document and monitor:
  - 10.1.3.1 Consistent application of Medical Necessity criteria; and
  - 10.1.3.2 Over- and under-utilization of services.

## 10.2 Notification of Coverage and Authorization Determinations

- 10.2.1 For all authorization determinations, the Contractor must notify the ordering provider, requesting facility, and the Enrollee in writing.
  - 10.2.1.1 The Contractor must follow all timeframes outlined in the Timeframes for Authorization Decisions and Notification of Coverage and Authorization Determinations sections of the IFC contract.
    - 10.2.1.1.1 The notice shall explain the following:
      - 10.2.1.1.1.1 The decision the Contractor has taken or intends to take.
      - 10.2.1.1.1.2 The reasons for the decision, in easily understood language including citation to any Contractor guidelines, protocols, or other criteria that were used to make the decision, and how to access the guidelines, protocols or other criteria.
      - 10.2.1.1.1.3 A statement of whether the Enrollee has any liability for payment.
      - 10.2.1.1.1.4 Information regarding whether and how the Enrollee may Appeal the decision.
      - 10.2.1.1.1.5 The Enrollee's right to receive the Contractor's assistance in filing an Appeal and how to request it, including access to services for Enrollees with communication barriers or disabilities.

## **11. GRIEVANCE AND APPEAL SYSTEM**

### **11.1 Available Resources Exhausted**

- 11.1.1 When GFS funding for a requested Contracted Service is exhausted, any Appeals process, independent review, or agency Administrative Hearing process will be terminated, since Contracted Services cannot be authorized without funding regardless of medical necessity.

## 12. HEALTH CARE COORDINATION

The Contractor shall develop policies that promote quality and efficient healthcare for the Enrollee. The Contractor's Health Care Coordination policies shall include integration of GFS funded services into the IAH-FC program. Considerations shall include use of GFS funds to care for Enrollees in alternative settings such as homeless shelters, permanent supported housing, nursing homes or group homes.

The Care Coordinator shall provide or oversee interventions that address the physical health, social, economic, behavioral health, functional impairment, cultural, and environmental factors affecting health and health care choices.

### 12.1 Care Coordination and Continuity of Care: State Hospitals and Long-Term Civil Commitment (LTCC) Facilities

#### 12.1.1 Admission and Discharge Planning for State Hospital and LTCC Facilities.

- 12.1.1.1 The Contractor shall ensure Enrollees are medically cleared, prior to admission to a state hospital or LTCC Facility when informed of the admission in advance.
- 12.1.1.2 The Contractor shall use best efforts to divert admissions and expedite discharges by utilizing alternative community resources and mental health services.
- 12.1.1.3 The Contractor shall monitor Enrollees discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320 to ensure compliance with LRA requirements.
- 12.1.1.4 The Contractor shall provide behavioral health services to assure compliance with LRA requirements.
- 12.1.1.5 The Contractor shall respond to requests for participation, implementation, and monitoring of Enrollees receiving services on Conditional Release consistent with RCW 71.05.340. The Contractor shall provide behavioral health services to assist with compliance with Conditional Release requirements.
- 12.1.1.6 The Contractor shall ensure provision of behavioral health services to Enrollees on a Conditional Release under RCW 10.77.150 and RCW 71.05.340.
- 12.1.1.7 The Contractor shall coordinate with the DSHS, Aging and Long Term Support Administration (AL TSA)-Home and Community Services (HCS) regional office or its designee to support the placement of persons discharged or diverted from state hospitals or LTCC facilities into HCS placements. In order to accomplish this, the Contractor shall:
  - 12.1.1.7.1 Ensure that a request for a Comprehensive Assessment Report and Evaluation (CARE) is made as soon as possible after admission to a hospital psychiatric unit or Evaluation and Treatment facility in order to initiate

placement activities for all persons who might be eligible for long-term care services. HCS will prioritize requests for CARE assessments for Enrollees who have been detained to an E&T or in another setting.

- 12.1.1.7.2 If the assessment indicates functional and financial eligibility for long-term care services, coordinate efforts with HCS to determine individualized Enrollee-centered service needs and attempt a community placement, including placement with Tribal services, prior to referral to the state hospital whenever it supports individualized Enrollee need.
- 12.1.1.7.3 Ensure that a request for a CARE is made as soon as possible after it is determined that a Enrollee is ready for discharge from the state hospital in order to initiate placement activities for persons who might be eligible for long-term care services.
- 12.1.1.7.4 When Enrollees being discharged or diverted from state hospitals or LTCC facilities are placed in a long-term care setting, the Contractor shall coordinate with HCS and any residential providers to develop a crisis plan to support the placement.

#### 12.1.2 Coordination and Discharge Planning for State Hospitals

- 12.1.2.1 The Contractor shall meet the requirements of the state hospitals MOU.
- 12.1.2.2 Utilization of state hospital beds.
  - 12.1.2.2.1 The Contractor will be assigned Enrollees for discharge planning purposes in accordance with agency assignment process within each Regional Service Area in which the Contractor operates. The assignment process considers Enrollee choice, Enrollee history with an MCO, and direct agency assignment proportionally for the overall enrolled population.
  - 12.1.2.2.2 The Contractor shall be responsible for coordinating discharge for the Enrollee assigned and continue coordination until discharge.
  - 12.1.2.2.3 The Contractor may not enter into any agreement or make other arrangements for use of state hospital beds outside of this Contract.
- 12.1.2.3 The Contractor shall work as a member of the state hospital Discharge Transition Team to identify potential discharge options and resolve barriers to discharge for assigned Enrollees. The Contractor shall:

- 12.1.2.3.1 Begin linking Enrollee to appropriate community providers as soon after admission as possible to support timely discharge.
  - 12.1.2.3.2 Participate in discharge planning which supports timely discharge in accordance with the Enrollee preferences, including Enrollee choice to live in their own home or in the most integrated community setting appropriate for their needs.
  - 12.1.2.3.3 Participate in the development of discharge plans using a person-centered process that includes documentation reflecting the Enrollee treatment goals, clinical needs, linkages to timely appropriate behavioral and primary health care, and the individual's informed choice, including geographic preference and housing preferences prior to discharge.
  - 12.1.2.3.4 Ensure that appropriate and timely referrals are made to community-based services and support, including supportive housing, PACT, and vocational support.
  - 12.1.2.3.5 Make referrals and transfers of case information to other discharge planning individuals and service providers within seven (7) business days of the event that made the referral or transfer appropriate.
  - 12.1.2.3.6 Ensure the Prescriber and other Provider appointments are scheduled to occur within seven (7) calendar days of Enrollee discharge and communicated back to the facility, including for patients discharging from the state forensic unit.
  - 12.1.2.3.7 Work with state hospital social workers to ensure that discharge related activities or meetings (i.e., preplacement visits to potential facilities or housing interviews with post discharge service providers and Individuals, and engagement with behavioral health programs and providers) are scheduled within seven (7) calendar days of the determination by the discharge planning team that the visit or meeting is necessary or useful.
  - 12.1.2.3.8 Request a discharge barrier consult in all cases where there are barriers to timely discharge of an Enrollee to the most integrated community setting appropriate.
- 12.1.2.4 For the purposes of this section 'integrated community setting' means a setting that typically includes the following characteristics:
- 12.1.2.4.1 It supports Enrollee access to the greater community including opportunities to work in supportive integrated

settings, engage in community life, control personal resources, and receive services in the community;

12.1.2.4.2 It is in the Enrollee's own home or is another setting that is selected by the Enrollee, while ensuring that the setting is aligned with what is clinically indicated and appropriate for the Enrollee;

12.1.2.4.3 It ensures an Enrollee right to privacy, dignity, respect and freedom from coercion and restraint;

12.1.2.4.4 It optimizes Enrollee initiative, autonomy, and independence in making life choices, including in daily activities, physical environment and personal associations, and;

12.1.2.4.5 It facilitates Enrollee choice regarding services and supports and who provides them.

12.1.2.5 The Contractor shall ensure behavioral health agencies are included as part of Transition Teams, when appointed by the courts, for Enrollees that meet criteria for civil commitment under RCW 71.05.280(3)(b) and Enrollees that meet criteria for not guilty by reason of insanity (NGRI) under RCW 10.77.010(6) and RCW 10.77.030.

12.1.2.6 The Contractor shall complete the Uniform Discharge Tool, within seven (7) calendar days of discharge, for every Enrollee discharging from Western or Eastern State Hospital, to ensure all components of a successful discharge are utilized. The Contractor shall maintain a record of the Uniform Discharge Tool within the Enrollee care coordination file.

### 12.1.3 Coordination and Discharge Planning with LTCC Facilities

12.1.3.1 The Contractor shall coordinate with the LTCC facilities to receive admission and discharge notifications, and changes in Enrollee Medicaid eligibility and MCO enrollment.

12.1.3.2 The Contractor shall participate in team meetings or case reviews according to LTCC facility policy and procedures in order to engage Enrollees early and ongoing in discharge planning support. The Contractor shall coordinate with LTCC facilities to receive the information on how the Contractor should participate in team meetings or case reviews.

12.1.3.3 The Contractor shall participate in a Quarterly Learning Collaborative meeting with other MCOs, BH-ASOs and LTCC facility staff across the state to discuss barriers and/or challenges with admissions or discharge planning processes, to share care coordination best practices and participate in educational opportunities.



- 12.1.3.3.1 The Contractor shall work with other MCOs and BH-ASOs to identify representative(s) to co-lead with representative LTCC staff, to organize and conduct these meetings.
- 12.1.3.3.2 The Contractor shall work with other MCOs, BH-ASOs and LTCC facility staff to assess LTCC utilization data to support quality improvement and reduce recidivism.
- 12.1.3.3.3 The Contractor shall work with other MCOs, BH-ASOs and LTCC facility staff to develop initial LTCC Discharge Coordination Guidelines that will delineate discharge planning responsibilities for LTCC facilities, BH-ASOs, and MCOs by October 31, 2023, and annually review and revise as required.
- 12.1.3.4 The Contractor shall coordinate with the LTCC facilities and assist with the elements of the discharge planning process as agreed upon in the Quarterly Learning Collaborative and outlined in LTCC Discharge Coordination Guidelines.
- 12.1.3.5 The Contractor shall track those individuals in each facility who were ready to discharge and were not discharged within fourteen (14) calendar days, will track for patient recidivism, and will analyze for trends, gaps in services and potential solutions. The Contractor will work with other MCOs, BH-ASOs and LTCC facility staff through the Quarterly Learning Collaborative to review the status of the program including but not limited to quality, access, timeliness of discharges, recidivism, and care coordination, and will identify concerns and plans to address concerns. The Contractor along with other MCOs and BH-ASOs will ensure that minutes from the quarterly collaborative meetings are submitted to HCA at [hcamcprograms@hca.wa.gov](mailto:hcamcprograms@hca.wa.gov) by the end of the month following each quarter, beginning with second quarter 2023. The first copy of the collaborative minutes shall be provided to HCA in July 2023.
- 12.1.3.6 The Contractor shall provide care coordination support for Enrollees who have discharged from LTCC facilities, for a minimum of one hundred eighty (180) calendar days post discharge unless Enrollee declines or opts out. The Contractor shall track those Enrollees who receive care coordination services, length of time receiving care coordination services, and those who opted out or declined, and shall provide this information upon request by HCA.

## 12.2 Behavioral Health Personal Care (BHPC) and Wraparound Support Funding

BHPC is the sharing of funding between the Contractor and Home and Community Services (HCS). These supports are provided to Enrollees whose needs are solely related to a psychiatric diagnosis and who meet established criteria.

12.2.1 The Contractor shall approve funding using the following criteria:

- 12.2.1.1 The psychiatric diagnosis is the primary need for Contractor funded wraparound support services and at least one of the following apply:
  - 12.2.1.1.1 The Enrollee has a primary diagnosis of a serious mental illness (schizophrenia, bi-polar disorder, major depressive disorder).
  - 12.2.1.1.2 Behaviors/symptoms of a mental illness that cause impairment and functional limitations in self-care/self-management activities.
- 12.2.1.2 Excluded primary diagnoses are: intellectual disabilities, Alzheimer's/dementia, traumatic brain injury or, a primary diagnosis of Substance Use Disorder. Considerations will be made for these diagnoses when a co-occurring serious mental illness diagnosis is present.
- 12.2.1.3 The Enrollee is currently receiving mental health services or, there is a plan to engage Enrollee in needed mental health services or, Enrollee's needs are met by Residential Services Waiver (RSW) services through HCS (e.g. ECS, SBS, ESF, other).
- 12.2.2 The Contractor shall abide by the following funding request process:
  - 12.2.2.1 HCS or its designee use the CARE tool to determine personal care needs.
  - 12.2.2.2 HCS will send funding request to the Contractor at the initial assessment and annually thereafter, if the Enrollee appears to meet criteria. HCS will provide the following:
    - 12.2.2.2.1 Behavioral Health Personal Care Request for MCO Funding form (DSHS 13-712); and
    - 12.2.2.2.2 A copy of the CARE assessment including Service Summary.
- 12.2.3 To support completion of an accurate assessment, the Contractor shall provide the following information when missing from the request:
  - 12.2.3.1 Information to connect HCS or its designee with the Enrollee's outpatient behavioral health providers.
  - 12.2.3.2 Historical information relating to emergency department visits, inpatient stays, medications, and/or medical and behavioral health providers.
- 12.2.4 Personal care and related services authorized by HCS must not duplicate services the Contractor is required to provide.
- 12.2.5 The Contractor shall provide HCS Headquarters with updates to internal contacts for funding requests, care coordination escalation and billing within five (5) business days of a change or when requested.

- 12.2.6 Funding decisions must be based on the following:
  - 12.2.6.1 A review of the request to determine if the Enrollee is eligible to receive Behavioral Health services.
  - 12.2.6.2 Verification that the need for funding approval is related to a psychiatric disability. Services shall not be denied should the CARE assessment also include other diagnosis unrelated to the need for BHPC funding approval.
  - 12.2.6.3 The Contractor may request additional information from HCS or its designee if questions arise regarding services, providers or if there are questions about the assessment.
    - 12.2.6.3.1 If changes are made to the assessment or funding request, HCS or its designee will provide a corrected Behavioral Health Personal Care Request for MCO Funding form (DSHS 13-712) for signature.
  - 12.2.6.4 A review of the requested services to determine if the Enrollee's needs could be met through provision of other available Behavioral Health services.
  - 12.2.6.5 Additional information, as necessary in making a decision about whether the above criteria are met, including contractor care management information systems, PRISM, conversation with the HCS/AAA worker, conversation with the Enrollee's Mental Health Provider and others involved, including Tribes and Indian Health Care Providers when applicable.
- 12.2.7 Within available resources, the Contractor agrees to approve funding in accordance with the consensus guideline document created and agreed to by all Contractors for funding level agreement.
- 12.2.8 The Contractor must adhere to the following funding timeframe requirements:
  - 12.2.8.1 Funding timelines should align with the CARE plan period.
  - 12.2.8.2 The start date can be adjusted to the date received by Contractor at Contractor's discretion if requested start date is more than thirty (30) days before date of request.
  - 12.2.8.3 If the requested start date is less than thirty (30) days before the date of the request, the Contractor will back date to the requested start date.
  - 12.2.8.4 Without the exceptions listed above, the time period of authorization cannot be shortened by Contractor after the agreement to fund the services has been provided.
  - 12.2.8.5 The Contractor may not have policies that inhibit Enrollees from obtaining Contractor funding approval. Funding often is needed on an ongoing basis. Authorization shall not be required any more

frequently than for the care plan period, unless there is a significant change in condition that changes the level of need for these supports.

12.2.9 Contractor must respond within the following timeframes for funding requests:

12.2.9.1 The Contractor or its designee must acknowledge the receipt of a funding request from HCS or its designee within two (2) business days.

12.2.9.2 If the request is marked urgent the acknowledgement will be within one (1) business day.

12.2.9.3 The Contractor or its designee must make a decision on complete requests from HCS within five (5) business days of receipt of a complete request.

12.2.9.4 The Contractor and the local HCS office or its designee may mutually agree in writing to extend the five (5) business day requirement.

12.2.9.5 If the Contractor does not approve the funding, the Contractor shall provide clear rationale for why the request did not meet the criteria, and/or what services will be provided to the Enrollee.

12.2.10 When the Contractor denies authorization based on the provision of other services, a plan (e.g., Individual Service Plan) must be developed by the Contractor and implemented to meet the service needs identified in the CARE assessment.

12.2.11 If a dispute arises amongst parties regarding a funding request or relating to services, the following process will be followed:

12.2.11.1 All parties agree to participate in discussions when circumstances arise regarding disagreements pertaining to eligibility, effectiveness and appropriateness of these supports. This may include: changes in psychiatric symptoms, environment and related risk factors.

12.2.11.2 Disagreements regarding the need for approved funding and assignment of financial responsibility shall be worked out between the escalation contacts identified in the contact list for HCS/AAA or their designees.

12.2.11.3 The Contractor agrees to participate in discussions and case staffing, as needed, to resolve differences.

12.2.12 When an Enrollee is approved for has funding approved for the plan period (typically one (1) year) by the Contractor, but transitions to another Contractor during the same plan period, the receiving Contractor will honor the funding approval of the previous Contractor for a period no less than one hundred eighty (180) days and up to the rest of the plan period to ensure continuity of care.

12.2.13 The Contractor shall provide ALTSA fiscal staff on a the last day of each month, a spreadsheet of all Enrollees approved for funding by emailing to [MCOBHOfirms@dshs.wa.gov](mailto:MCOBHOfirms@dshs.wa.gov).

12.2.14 The Contractor will adhere to the following billing and payment process:

12.2.14.1 HCS or its designee will authorize services in ProviderOne, upon receipt of the Contractor's approval of DSHS Behavioral Health Personal Care Request for MCO Funding form (DSHS 13-712).

12.2.14.2 ALTSA financial will bill the Contractor monthly for the GFS cost of BHPC services for Enrollees that the Contractor approved.

12.2.14.3 The Contractor shall review the invoice provided by ALTSA for accuracy. If the Contractor does not agree with any billed costs, it must provide a written dispute to ALTSA within fifteen (15) days of each monthly billing.

12.2.14.3.1 ALTSA will respond to the Contractor's dispute within fifteen (15) calendar days.

12.2.14.4 The Contractor shall provide a copy of the final ALTSA invoice to HCA, with a copy to ALTSA at [MCOBHObilling@dshs.wa.gov](mailto:MCOBHObilling@dshs.wa.gov), within fifteen (15) calendar days of agreement between ALTSA and the Contractor on the billed cost.

12.2.14.5 HCA will deduct the amount on the invoice from the Contractor's next monthly GFS payment.

12.2.15 The Contractor must provide the following documentation to DSHS, HCS or its designee on request:

12.2.15.1 the original funding request from HCS or its designee;

12.2.15.2 any information provided by HCS or its designee including the CARE assessment;

12.2.15.3 a copy of the Contractor's determination and written response provided to HCS or its designee; and

12.2.15.4 a copy of the plan developed and implemented to meet the Enrollee's needs through provision of other services when wraparound support funding has been denied based on the Contractor's determination.

### **12.3 PACT, IRT and New Journeys Coordinated Specialty Care (NJCS)**

12.3.1 The Contractor shall contract with PACT, IRT and New Journeys Providers in a manner designed to ensure fidelity to each model can be achieved. The Contractor shall collaborate with the respective Providers to implement strategies ensuring strong coordination of care for individuals and their families experiencing significant Behavioral Health challenges.

## **13. BENEFITS**

## 13.1 Scope of Services

- 13.1.1 This Contract does not in any manner delegate coverage decisions to the Contractor. The Contractor makes the decision whether or not a contracted non-Medicaid service is medically necessary. Medical necessity decisions are to be made based on an individual Enrollee's healthcare needs by a Health Care Professional with expertise appropriate to the Enrollee's condition. The Contractor is allowed to have guidelines, developed and overseen by appropriate Health Care Professionals, for approving services. All retrospective denials of Contracted Services are to be individual medical necessity decisions made by a Health Care Professional.
- 13.1.2 Except as specifically provided in the provisions of the Authorization of Services Section of the IFC contract, the requirements of this Section shall not be construed to prevent the Contractor from establishing utilization control measures as it deems necessary to assure that services are appropriately utilized, provided that utilization control measures do not deny medically necessary Contracted Services to Enrollees nor unduly burden providers or Enrollees. For specific Contracted Services, the requirements of this Section shall also not be construed as requiring the Contractor to provide the specific items provided by the Health Care Authority under its fee-for-service program, but shall rather be construed to require the Contractor, at a minimum, to provide the same scope of services.

## 13.2 General Description of Contracted Services

- 13.2.1 The Contractor shall ensure services are paid through Medicaid when the service is a covered Medicaid service. GFS funding shall be used for Medicaid Enrollees only when the service is not covered by Medicaid. GFS funds shall be used to cover the following services within Available Resources. The Contractor must utilize GFS funds in accordance with funding allowances provided in Exhibit A.
- 13.2.2 The Contractor shall establish criteria, and policies and procedures to determine the provision or denial of services. With funds provided under this Contract, the Contractor is expected to prioritize payment for expenditures associated with providing Medically Necessary services to Medicaid Enrollees that are not included in the Medicaid State Plan or 1915(b) Waiver, this includes, but is not limited to:
- 13.2.2.1 Room and board in hospital diversion settings, SUD and mental health residential settings or freestanding Evaluation and Treatment facilities, and Secure Withdrawal Management and Stabilization facilities.
  - 13.2.2.2 Behavioral Health Personal Care. If dedicated funds are allocated for this program, the Contractor must prioritize expenditures using the dedicated funding prior to using non-dedicated GFS funds.
  - 13.2.2.3 High Intensity Treatment, including non-Medicaid PACT, IRT, or New Journeys services and supports.
  - 13.2.2.4 Urinalysis Testing.

- 13.2.2.5 Therapeutic Interventions for Children.
  - 13.2.2.6 Sobering Services.
  - 13.2.2.7 Rehabilitation Case Management.
  - 13.2.2.8 Provider Travel for Mental Health Assessment for Young Children (MHAYC)
- 13.2.3 When PACT, New Journeys or the IRT program model are requested for an Enrollee, and a DBHR, or New Journeys recognized provider are available geographically but are not contracted models of care within the Contractor's network, the Contractor must ensure that Enrollees' needs are met through the provision of other services. The Contractor must submit a monthly summary report to HCA using the PACT/IRT/New Journeys Alternative Services report template, herein incorporated by reference, to the MFT site by the 10th of each month. An email must be sent to HCA MC Programs Mailbox ([HCAMCPrograms@hca.wa.gov](mailto:HCAMCPrograms@hca.wa.gov)) informing HCA that the report has been submitted.
- 13.2.4 Within available resources, the Contractor may also provide other appropriate services to Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver, such as, but not limited to the following. The Contractor shall establish policies and procedures to determine the provision or denial of these and other services provided.
- 13.2.4.1 Interim Services.
  - 13.2.4.2 Opioid Dependency/HIV Services Outreach.
  - 13.2.4.3 Childcare Services.
  - 13.2.4.4 Expanded Community Services.
  - 13.2.4.5 Recovery support services.
  - 13.2.4.6 Outreach and Engagement.
  - 13.2.4.7 Assistance with transportation that would not otherwise be covered by Medicaid.
  - 13.2.4.8 Family Hardship services.
  - 13.2.4.9 Continuing Education and Training.
  - 13.2.4.10 Assistance with application for entitlement programs.
  - 13.2.4.11 Alcohol/Drug Information School.
  - 13.2.4.12 PPW Housing Support Services.
  - 13.2.4.13 Supported Employment.

13.2.4.14 Jail Transition Services.



## Exhibit A-7: Non-Medicaid Funding Allocation

### Coordinate Care of Washington

This Exhibit addresses Non-Medicaid General Fund State funds for the provision of behavioral health services to Foster Care populations covered under this Contract for January 1, 2024, through June 30, 2024, of state fiscal year (SFY) 2024.

Tables 1 depicts January 1, 2024, through June 30, 2024, allocations.

**Table 1: Coordinated January - June 2024 Non-Medicaid Foster Care Funding**

Region	Monthly	Total (six months)	Budgeted Funds Available	Total Funds Available
			Supplemental Reimbursement Budget for travel associated with Intakes for Medicaid Children 0-5	
Statewide				
Great Rivers				
Greater Columbia				
King				
North Central				
North Sound				
Pierce				
Salish				
Southwest				
Spokane				
Thurston Mason				
<b>Total</b>				

All proviso dollars are GF-S funds. Outlined below are explanations of the provisos applicable to all regions that receive the specific proviso:

- **WA - Program for Assertive Community Treatment (WA - PACT):** Funds received per the budget proviso for development and initial operation of high-intensity programs for active community treatment WA- PACT teams.
- **Assisted Outpatient Treatment:** Funds received to support Assisted Outpatient Treatment (AOT). AOT is an order for Less Restrictive Alternative Treatment for up to ninety days from the date of judgment. AOT shall not order inpatient treatment.
- **Provider Travel for Mental Health Assessment for Young Children (MHAYC):** Budgeted funds received to supplement costs for providers to travel to home or community settings for the purpose of conducting mental health assessment (i.e., Intake Evaluation,

Psychiatric Diagnostic Evaluation) of children ages birth through five. The Contractor will collect data from its Providers and utilize an A-19 form and instructions developed by HCA for MCO reimbursement, subject to availability of funds. All A-19s will be submitted through the HCA Managed File Transfer site. Upon submission, MCOs shall send a notification to [hcamcprograms@hca.wa.gov](mailto:hcamcprograms@hca.wa.gov) to indicate that an A-19 has been uploaded for review. The Contractor shall develop processes for payment to Providers outside of this A-19 process.

- **New Journeys - First Episode Psychosis:** Budgeted funds received to support state portion of provider teams offering the New Journey First Episode Psychosis Program
- **BH Room and Board** - Funds received for the increased costs of room and board for behavioral health inpatient and residential services provided in nonhospital facilities.

**Exhibit B**

**Non-Medicaid Quarterly Expenditure Report Format**

**Attached as a separate document and incorporated by reference.**

**NOTE: HCA will provide the Contractor with the current Non-Medicaid Quarterly Expenditure report each quarter for their use. For an updated version of the template please request from [hcarevenue&expenditures@hca.wa.gov](mailto:hcarevenue&expenditures@hca.wa.gov) mailbox.**

Exhibit C

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Exhibit D

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Exhibit E

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