

<b>CHELAN-DOUGLAS RSN/PIHP POLICY AND PROCEDURE MANUAL</b>		Chapter:	1.5.1
Title:	INTRODUCTION AND ADMINISTRATIVE POLICIES	Page:	1 of 6
		Date Effective:	July 1, 2004
SUBJECT:	ADMINISTRATIVE OVERSIGHT & GENERAL PROVISIONS	Date Revised:	July 1, 2004 January 12, 2012
		Authorizing Signature:	

**AUTHORITY:** Chelan-Douglas Regional Support Network/Prepaid Inpatient Health Plan Contracts  
CDRSN/PIHP Task Forces  
Division of Behavioral Health and Recovery (DBHR) Value Statements and Strategic Plan  
WAC 388-865-0200, Regional Support Networks  
WAC 388-865-0220, Standards for Administration  
CFR 438.214-230  
Context for General Provisions: State Quality Strategy Doc, Sec VIII and IV

**SCOPE:** This policy applies to Chelan-Douglas Regional Support Network/Prepaid Inpatient Health Plan (CDRSN/PIHP) and its contractors (agencies/providers), and subcontractors (referred to as contractors or agencies or providers throughout this policy).

**PURPOSE:** These principles define what the CDRSN/PIHP community mental health system ought to be and what participants in the system need to do to make it so.

**DEFINITIONS:** Consumer: An individual who is enrolled in the mental health system through a provider authorized to provide mental health services by the CDRSN/PIHP.

**Collaborative/Coordinated Services:** The services from one service provider are planned in concert with another agency. Care plans are complimentary between agencies. Ideally, there is one care plan per family that is shared amongst the providers serving the family.

**Corrective Action Plan:** A written plan specifying provider requirements to correct identified deficiencies, the plan may include a timeline for such action, and consequences of lack of action.

**Crisis Evaluation:** Single face-to-face contact that involves clinical formulation of need for short-term services to address a specific crisis.

**Crisis Triage Unit:** Program designed to provide 24 hours, 7 days a week entry point for adults experiencing a behavioral health crisis. The program offers assessment, crisis stabilization, and linkages to appropriate inpatient and outpatient care.

**Cultural Assessment:** A holistic evaluation of the person that encompasses the cultural, sociological, economic, political, and religious contexts that may influence his/her perceptions and decisions. This evaluation is performed by a specialist as defined by WAC 388-865 and results in ongoing appropriate and relevant service planning.

**Cultural Competence:** Per WAC 388-865, a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.

**Family Centered Treatment:** The needs and goals of the family are a priority of determining how and when services are rendered. Goals and desired outcomes are mutually defined, as are the resources needed to achieve them. Care planning utilizes existing and potential natural supports.

**Family Centered:** The family voice is heard and integrated throughout policy, program development, and service delivery. Services have moved from family as client to family as partner. Services are “done with” the family, rather than “done to” the family.

**Initial Crisis Outreach:** A crisis service provided by the CDMHPs 7 days a week, 24 hours per day. These are one-time only contacts, provided face-to-face in community-based settings for persons in crisis for whom a mental disorder cannot be ruled out. If the person in crisis does not need voluntary or involuntary hospitalization but does require further service, he/she is referred immediately to another mental health, health or social service provider for follow-up.

**Managed Care:** An integrated system managing access, intensity and duration of care through defined standards, expected outcomes, quality indicators and planned expenditures.

**Medical Necessity Criteria:** Clinical criteria that determine level of care and specific outcomes for individual clients.

Medically Necessary/Medical Necessity: A term for describing 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, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. For the purpose of this section, "course of treatment" may include mere observation or, where appropriate, no treatment at all. (WAC 388-865-0150)

Primary Care Provider (PCP), Primary Care Provider Mental Health (PCPMH): The professional with primary responsibility for implementing an individualized plan for outpatient mental health rehabilitation services and/or community psychiatric inpatient care to be provided to the service recipient. WAC 388-865.

Provider: A term that indicates a contracted agency that provides mental health services within the RSN/PIHP. May also refer to a facility or an individual.

**POLICY:** The CDRSN/PIHP performs the necessary administrative oversight functions of the service area to ensure the compliance with regulations and the quality of care and service to the enrollees.

And, as stated in the State MHD Quality Strategy Document, "Operate a mental health managed care system with necessary authority, accountability, and administrative capability for its entire geographic area."

**PROCEUDRE:** Specific P&Ps are written and distributed that address each function of the CDRSN/PIHP. The MHD Quality Strategy Document folds those in to its Section VIII and Section IV. However, the QS Document elaborates on the CDRSN/PIHP's duties beyond the CFR, as would the RSN Contract document. The CDRSN/PIHP chooses how it will represent to reviewers its compliance with CFR BBA rules as well as how it meets State MHD contract and the State MHD Quality Strategy requirements.

The procedure section of this P&P can refer the reader to, and attach if necessary, the following:

- o P&Ps which address each function required in CFR 438.214-230;
- o CDRSN/PIHP documents in existence and implemented within the CDRSN/PIHP and its service area. Example: CDRSN/PIHP

organizational chart and job descriptions; the CDRSN/PIHP Quality Plan document that would illustrate lines of authority for QA&I processes and reports; Mental Health Advisory Board documents, roster, etc. etc.

- o the CDRSN/PIHP's internal P&Ps documents which go beyond or are more detailed than the P&Ps to meet BBA;

AND...

- A. Purchase age, linguistic and culturally competent community mental health services for consumers who experience mental illness or who are severely emotionally disturbed. Such services will also be purchased for those they define as family (e.g., parents, foster parents, assigned/appointed guardians, siblings, caregivers and significant others) pursuant to:
  - 1. RCW 38.52, 70.02, 71.05, 71.24, and 71.34, or any successors;
  - 2. WAC 388-865 or any successors;
  - 3. Federal Public Law 102-321 (Federal Block Grant), or any successors;
  - 4. CFR 42CFR 438.10; 206; 207 or any successors.
- B. Operate a CDRSN/PIHP to provide medically necessary mental health services to enrollees pursuant to:
  - 1. Federal 1915(b) Mental Health Waiver or any successors;
  - 2. Other provisions of Title XIX of the Social Security Act or any successors;
  - 3. Other applicable state and federal statutes and regulations, or any successors;
  - 4. Administrative policies, or any successors.
- C. Along with its subcontractors, comply with all applicable federal statutes and regulations, whether or not a specific citation is identified in various sections of this agreement, and all amendments thereto that are in effect when the agreement is signed, or that comes into effect during the term of the agreement.
- D. This includes, but is not limited to, Title XIX of the Social Security Act and Title 42 of the Code of Federal Regulations. Any provisions of this agreement which conflict with state and federal statutes, or regulations, or CMS policy guidance is hereby amended to conform to the provisions of state and federal law and regulations.
- E. DSHS remains the single state authority for Medicaid.
- F. The Department of Social and Health Services (DSHS), Office of the State Auditor, The Department of Health and Human Services, Centers for Medicare and Medicaid Services, the Comptroller General, or any of their duly authorized representatives, have the authority to conduct announced and unannounced:
  - 1. surveys;
  - 2. audits;

3. reviews of compliance with licensing and certification requirements and compliance with this agreement;
  4. audits regarding the quality, appropriateness, and timeliness of mental health services of the CDRSN/PIHP and subcontractors;
  5. Audits and inspections of financial records of the CDRSN/PIHP and its subcontractors.
- G. Along with its subcontractors, recognize the unique social/legal status of Indian nations; the tribes under the Supremacy clause; the Indian Commerce Clause of the United State Constitution; federal treaties; executive orders; Indian Citizens Act of 1924 statutes; state and federal court decisions; and maintain compliance with DSHS American Indian Policy 7.01, or any successor, pursuant to the Centennial Accord between the Washington State Government and the Washington Tribes.
- H. Operate a mental health managed care system with necessary authority, accountability, and administrative capability for its entire geographic area.
- I. Adjust to funding constraints that may further limit capacity to provide mental health services to state priority populations by planning for the need for crisis intervention and mental health services for those most in need.
- J. Furnish the necessary personnel, materials, and /or mental health services and otherwise do all things necessary for, or incidental to, the performance of the work set forth here and as attached. Unless otherwise specified, the CDRSN/PIHP shall be responsible for performing or ensuring fiscal and program responsibilities. No subcontract will terminate the legal responsibility of the CDRSN/PIHP to perform the terms of this agreement.
- K. Provide for the availability of crisis mental health services and medically necessary mental health services on a 24-hour, 7 days per week basis. The CDRSN/PIHP shall purchase crisis mental health services where the CDRSN/PIHP has no formal crisis service arrangements.
- L. Provide all components of the Involuntary Treatment Act applicable to CDRSN/PIHPs, as identified in this agreement, state law, and 1915(b) waiver.
- M. Ensure a sufficient number, mix, and geographic distribution of community mental health agencies (CMHA) and/or qualified personnel, including mental health care providers (MHCPs) to meet:
1. an age appropriate range of mental health services;
  2. access to medically necessary mental health services to meet the needs of the anticipated number of enrollees; and
  3. Access and travel standards.
- N. Oversees and is accountable for any functions and responsibilities that it delegates to any contractor.

- O. Ensure that when enrollees must travel to service sites, they are accessible per the following standards:
1. in rural areas, service sites are within a 30 minute drive time;
  2. in large rural geographic areas, sites are available within a 90 minute commute time;
  3. in Urban areas, service sites are accessible by public transportation, with the total trip including transfers not to exceed 90 minutes each way;
  4. travel standards do not apply:
    - a. when a consumer chooses to use service sites that require travel beyond the travel standard;
    - b. to psychiatric inpatient services;
    - c. Under exceptional circumstances (e.g., inclement weather, hazardous road conditions due to accidents or road construction, public transit shortages, delayed ferry service).
- P. Purchase medically necessary mental health services pursuant to this agreement outside of the CDRSN/PIHP service area in a timely manner if the CMHA and/or qualified personnel is unable to provide the services covered under this agreement. The CDRSN/PIHP shall continue to pay for medically necessary mental health services outside the service area until the CDRSN/PIHP is able to provide them within its service area.
- NOTE: See BBA Protocol Rule CFR 438.206(b)(5). And, State MHD requirement to have written agreements in place with other PIHPs for how each will handle enrollees who cross boundaries for services, emergency situations, resource constraints, payment issues, etc. etc.
- Q. Include consumer and family voice in planning, implementation, and evaluation of the public mental health system.

SEE ALSO: All other policies in this manual.  
Glossary of Terms and Acronyms