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North Sound Behavioral Health Administrative Services Organization, LLC

Section 1000 - Administrative: Remedial Action

Authorizing Source: HCA Contract

Approved by: Executive Director Date: 08/04/2020 Signature:

POLICY # 1017.00

SUBJECT: REMEDIAL ACTION

PURPOSE

To set forth when North Sound Behavioral Health Administrative Services Organization (BH-ASO) initiates a remedial action and requires a corrective action plan of a delegate or provider in the performance, utilization and management of administrative and clinical services.

POLICY

North Sound BH-ASO shall ensure delegates/providers are accountable for contract compliance. When deficiencies are identified and meet the established criteria for corrective action North Sound BH-ASO shall require the delegate/provider to develop a corrective action plan. The Corrective Action Plan must comport with the requirements set forth in the contract.

Corrective Action Plans shall include:

- a. A brief description of the situation requiring a corrective action plan.
- b. The specific actions to be taken to remedy the situation.
- c. A timetable for completion of the actions(s).
- d. Identification of individuals responsible for implementation of the plan.

PROCEDURES

1. North Sound BH-ASO shall evaluate the delegate/provider's performance prior to imposing a Remedial Action.
2. North Sound BH-ASO shall monitor activity on a consistent basis.
3. North Sound BH-ASO shall evaluate data quarterly and/or when necessary.
4. North Sound BH-ASO shall determine if a trend is emerging and whether the delegate/provider is failing to meet contract requirements for performance, utilization and management of administrative and/or clinical services.
 - a. Based on this determination, remedial Action may be initiated, unless otherwise agreed to.
5. North Sound BH-ASO shall allow delegate/provider 30 days from receipt of remedial action letter to submit a corrective action plan. The delegate/provider shall have 60 days for implementation of the accepted plan, with the exception of a situation that poses a threat to the health or safety of any person or that poses a threat of property damage and/or an incident has occurred that resulted in injury or death to any person and/or that resulted in damage to property, for which immediate action shall be required. North Sound BH-ASO shall provide general contract language in remedial action procedures in all contracts with the delegate/providers within the North Sound region.

6. North Sound BH-ASO will maintain an internal process for reporting and tracking Remedial Actions issued by North Sound BH-ASO and corrective actions provided by the delegate/provider.

ACTIONS

1. North Sound BH-ASO may withhold up to 5 percent of the next payment and each payment thereafter if the delegate/provider fails to submit, gain approval of or implementation of the requested corrective action plan within an agreed timeframe. The amount of withhold will be based on the severity of the situation. North Sound BH-ASO, at its sole discretion, may return a portion or all of any payments withheld.
2. Increase withholdings by up to an additional 3 percent for each successive month during which the corrective action plan has not been submitted or implemented.
3. Deny any incentive payment to which the delegate/provider might otherwise have been entitled under the contract.
4. Terminate for default as described in contract.

ATTACHMENTS

None