

## CHAPTER 514 NURSING FACILITY SERVICES

# Chapter 514

## Nursing Facility Services

### Appendix 514 A

## Agreement for Nursing Facility Participation in the Title XIX Medicaid Program

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

AGREEMENT

FOR

NURSING FACILITY PARTICIPATION IN THE TITLE XIX MEDICAID PROGRAM

Nursing Home Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of State License: \_\_\_\_\_ Nursing Facility \_\_\_\_\_ NPI# \_\_\_\_\_

Title XIX Medicaid Provider Number: \_\_\_\_\_

This Agreement, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ (mo./yr.) by and between the West Virginia Department of Health and Human Resources Bureau for Medical Services, hereinafter designated as the Bureau, and the

\_\_\_\_\_  
(name of nursing home), a Provider of Service hereinafter designated as the nursing home. This agreement is for the purpose of defining the responsibilities of the parties hereto in providing needed medical care in the form of medical services to eligible members under the Medical Assistance program, Title XIX (Medicaid) of the Social Security Act and for payment of such services.

To participate in the West Virginia Medicaid Title XIX program, the nursing home must:

- be licensed as a nursing home under the applicable State Laws of West Virginia and Local Law;
- meet and maintain the standards for licensure, on a continuing basis;
- be administered by a licensed nursing home administrator who is legally responsible for establishing and implementing policies regarding the management and operation of the home and who holds an approved, current license, as required by State law;
- meet all federal and state standards for participation in the Title XIX Medicaid program; and,
- remain in substantial compliance with all other applicable federal, state, and local laws, rules, and regulations affecting the health and safety of all residents.

**I. THE NURSING HOME AGREES TO FOLLOW THE FEDERAL REGULATIONS 42 PART 483, AS UPDATED AND REQUIREMENTS FOR STATES AND LONG-TERM CARE FACILITIES OF THE FEDERAL REGULATIONS.**

The nursing home agrees to complete and sign this Nursing Home Agreement to participate in the Title XIX Medicaid program and to keep the information in the agreement current. Any/all succeeding change(s) in this agreement require(s) notification to the Bureau within five working days and will constitute an amendment to this Agreement. Failure to keep the

information current constitutes a breach of this Agreement. The nursing home will understand that any breach or violation of any of these provisions shall make this entire Agreement, at the Bureau's discretion, subject to immediate cancellation. This includes all Changes in Ownership, either in part or whole, of the nursing home including administration/management changes and stock or asset transfers for Ownership. This also includes Ownership transfers, either through sale or otherwise; the nursing home's provider number may not be transferred or used by another entity, and payments under this scenario are not reimbursable.

The nursing home agrees to accept the Bureau's payment, in full, for services rendered according to 42 CFR Part 483. The payment will be accepted as payment in full for the care of the resident and no additional charge will be made to the resident, any member of the family, estate or any other payer source for any supplementation of payment for services.

The nursing home agrees to provide the Bureau with full and complete information on all persons having an ownership, managerial or controlling interest in the nursing home and to promptly report any changes which would affect the current accuracy of the information required to be supplied. This includes continuance with the provider enrollment application information submitted to the Bureau. The nursing home agrees to supply the Bureau or its designee with any / all changes in the current enrollment application within five business working days of a change. The nursing home agrees to notify the Bureau of all structural changes proposed in the physical environment prior to implementation and inform the Bureau when the proposed structural changes to the facility are completed.

The nursing home will keep current with federal and state laws, Medicaid State Plan changes, and Medicaid policy services.

## **II. THE BUREAU AGREES:**

- A. To pay for such nursing services in amounts and under conditions determined by the Bureau, for persons receiving nursing care, who have been determined by the Department to be eligible for such assistance under the Title XIX Medicaid program;
- B. To make such payments in accordance with the applicable laws and after a proper claim is submitted and approved;
- C. To withhold payments, if necessary, due to irregularity from whatever cause, until such irregularity or difference can be adjusted with the view toward providing excellence in nursing care within the limitations of the law;
- D. To provide the nursing home reasonable notice of any impending change in its status as a participating nursing home with the Bureau for Medical Services;
- E. To provide an administrative review procedure for the nursing home, in the event the Bureau suspends or cancels the Nursing home's participation in the Title XIX Medicaid Program or denies payment;
- F. To provide methods and procedures for establishing medical review of care and services in accordance with the Title XIX Medicaid program.

## **III. THE BUREAU AND THE NURSING HOME MUTUALLY AGREE:**

- A. That, in the event the Federal and/or State laws should be amended or judicially interpreted so as to render the fulfillment of this Agreement on the part of either party

infeasible or impossible, or if the parties to this Agreement should be made unable to agree upon modifying amendments which would be needed to enable substantial continuation of the Title XIX Medicaid Program as a result of amendments or judicial interpretations, then, and in that event, both the Nursing Home and the Bureau shall be discharged from further obligation created under the terms of this Agreement.

- B. That the term of this Agreement shall be ongoing, or until the Federal and/or State government ceases to participate in the program. Either party to this Agreement may cancel by providing a 30-day written notice to the other party.
- C. That the effective date of this agreement will be the date the Nursing Home attains participating status as determined by the Bureau under the Federal standards for participation, and that such determination shall be made a part of this Agreement.
- D. That this Agreement shall not be transferable or assignable.
- E. It is agreed and understood that, by signing this Agreement, the Nursing Home and the Bureau accept all of the stipulations in the Agreement and agree to each and every

Agreement Effective date shall be: \_\_\_\_\_.

(Date)

NURSING HOME ADMINISTRATING AUTHORITY

Name of Nursing Home: \_\_\_\_\_

BY (Authorized Signature)

(Title) \_\_\_\_\_ (Date) \_\_\_\_\_

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES/BUREAU FOR MEDICAL SERVICES

BY (Authorized Signature)

(Title) BMS \_\_\_\_\_ (Date) \_\_\_\_\_