



**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

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Cynthia E. Beane
Commissioner

PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY (PRTF) PROVIDER AGREEMENT

Facility Name:
DBA:
Date of Submission:
Physical Address:
Mailing Address:
Email:
NPI:
CEO/Executive Director Name:
CEO/Executive Director Email:
Clinical Director:
Clinical Director Email:
Telephone:
Fax:
Is the above provider currently enrolled in West Virginia Medicaid Program: Y N
State Licensure Contact for location:
Office Use Only:
Effective Date of WV Medicaid Enrollment:

This Participation Agreement is between the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Medical Services (BMS), and _____ hereinafter designated the Psychiatric Residential Treatment Facility (PRTF).

The purpose of this agreement is to define the responsibilities of the parties hereto in providing medically necessary services to eligible West Virginia Medicaid members under the West Virginia Medicaid Program, Title XIX of the Social Security Act. This agreement is to be required and renewed every 2 years from the date of the signature by the Program Manager of PRTF's at BMS and is subject to the terms and conditions contained herein and all applicable state and federal law and regulations. The provider agreement also must be updated and submitted for approval if there is a change in the CEO or the Executive Director position within 30 days of the change. The policies for Psychiatric Residential Treatment Facilities Programs are defined in the Provider Manual Section located at www.wvdhhr.org/bms website.

The Department of Health and Human Resources, Bureau for Medical Services, provides Psychiatric Residential Treatment Facility Services under §1905 (h) of Title XIX of the Social Security Act, as amended by §4755 of OBRA '90, 42 CFR Ch. IV Subpart A-Definitions, §440.160, Subpart D-Inpatient Psychiatric Services for Individuals Under Age 21 in Psychiatric Facilities of Programs and Subpart G-Condition of Participation for the Use of Restraint or Seclusion in Psychiatric Residential Treatment Facilities Providing Inpatient Psychiatric Services for Individuals Under Age 21.

ADMISSION AND DISCHARGE

West Virginia Department of Health and Human Resources, Bureau for Medical Services, utilizes a Utilization Review Contractor (URC) or a Managed Care Organization (MCO) to certify member medical necessity for admission and continue stays in all PRTF's. The Bureau for Medical Services is not financially responsible for reimbursement of a West Virginia Medicaid member who is not prior authorized for admission or continue stays in any facility by the URC or MCO.

An admission occurs upon the formal acceptance by an approved enrolled PRTF of a West Virginia Medicaid member who has been prior authorized for admission by the Medicaid URC or MCO.

A discharge occurs at the time the PRTF formally releases the West Virginia Medicaid member from the PRTF. A facility must provide sufficient preparation and/or orientation to West Virginia members to ensure a safe and orderly transfer or discharge from the facility. The facility staff are required to start discharge planning that is to include education for residents, families/guardians, and other involved entities on the available services in their community including but not limited to services available through the Children's Serious Emotional Disorder Waiver, Mobile Crisis Response, Intensive Outpatient, and other Outpatient Services. Discharge planning for any members 17.5 – 21 years of age must include consideration, education, and referral to Assertive Community Treatment (ACT) Program. Criteria must be reviewed and discussed with the member and/or family.

The day of admission is considered a day of care; the day of discharge is not considered a day of care and is not reimbursable.

The West Virginia Department of Health and Human Resources, BMS will only reimburse eight therapeutic leave days and 4 therapeutic passes in a calendar year to ensure a warm transfer of the member back into a lower level of care. Days incurred beyond the eight days or passes beyond the allowable 4, when a member is not directly involved with the PRTF or PRTF staff will not be reimbursed. While a member is utilizing the therapeutic leave days or passes the PRTF must make therapy services available for the member and/or family either in person or via telehealth.

The facility may not bill the West Virginia Medicaid member, family or parent/legal guardian for any services reimbursable by West Virginia Medicaid. If there are any additional services/charges to be made to the member, the family, parent/legal guardian the PRTF must obtain a signed and dated legal document specifying details of any possible charges prior to admission to the PRTF.

Out of state facility applications will be considered **ONLY** if a child requires this level of service. If the service is not available to meet the child's needs in West Virginia, justification must be documented by the Bureau for Children and Families (BCF) for the necessity of an out of state providers' enrollment.

Draft Only

GENERAL AGREEMENT

The PRTF agrees to render Psychiatric Residential Treatment Facility Services to West Virginia Medicaid members in need of such services, in accordance with this participation agreement and the Bureau for Medical Services policies. These services shall include room, board and supervision, all routine medical management, dental, visual, auditory, and hygienic needs, all psychiatric services, individual assessments, all psychological services, social services, and all other services as required by West Virginia Medicaid regulation.

The PRTF agrees to comply with any information requests from the State of West Virginia regarding psychological and psychiatric information involving the continuity of care for the member in a timely manner.

The PRTF agrees that all certifications and information provided to BMS, incident to the process of obtaining and retaining provider status is accurate and that it has no material errors or omissions.

The PRTF agrees and understands there will be no reimbursement for services provided prior to the date of approved enrollment with West Virginia Medicaid.

The PRTF agreed that will follow the ratios as required by their state's licensing requirements.

The PRTF agrees to report all critical incident reports to the following:

- Parent/Guardian
- MCO
- Program Manager for PRTF's -BMS
- Child Protective Service and Youth Service Worker (only if applicable)

ACCREDITATION AND STANDARDS

The PRTF agrees to:

- (a) Comply with the West Virginia Department of Health and Human Resources, Bureau for Medical Services, policies
- (b) In-state facilities must be licensed as a behavioral health agency pursuant to 27-9-1 or 27-2A-1 of the West Virginia Code and licensed as a child care agency pursuant to 49-2B-3 of the West Virginia Code. Facilities located outside the State of West Virginia must meet all licensing requirements for Psychiatric Residential Treatment Facilities in the state where the facility is located and be certified to serve Title XIX (Medicaid) recipients in that state.
- (c) Be currently accredited by and remain in compliance with standards issued by the Joint Commission on Accreditation of Healthcare Organizations, the Commission on Accreditation of Rehabilitation Facilities, the Council on Accreditation of Services for Families and Children, or by any other accrediting organization with comparable standards that are recognized by the State.
- (d) Accept the Medicaid all-inclusive per diem daily rate as payment in full for all services provided while the child is in placement.

- (e) Comply with all Title XIX Medicaid regulations applicable to preauthorization, concurrent care review, claims processing, recipient liability, and third party coverage.
- (f) Ensure that all behavioral health services are provided by qualified behavioral health staff and meet West Virginia Medicaid or the facilities state Medicaid requirements for providers.

COMPLIANCE WITH UTILIZATION REVIEW

Under this agreement the PRTF shall:

- (a) Obtain prior authorization for all services including admission and continued stays to be rendered within the PRTF. Failure to obtain prior authorization will result in denial of payment.
- (b) Provide medical records and other documentation required in support of the utilization and retrospective review process upon request by the Bureau or its designee. Confidentiality considerations are not valid reasons for refusal to submit medical records on any West Virginia Medicaid number in a timely manner.
- (c) Maintain medical records, including progress notes, clinical formulation, and the master treatment plan in compliance with Medicaid standards, accreditation standards, and state and federal regulations.
- (d) Upon request, provide all copies of documentation requested by BMS/URC/MCO in support of the utilization and retrospective review process in a timely manner.

REIMBURSEMENT

Rate Structure/Determination of Rate

The Bureau will reimburse Psychiatric Residential Treatment Facilities according to ATTACHMENT 4.19-A-2 of Section 4.19, Payments for Medical and Remedial Care and Services.

“Payment based on a cost-based retrospective reimbursement system determined by applying the standards, cost reporting periods, cost reimbursement principles, and method of cost apportionment used under Title XVIII of the Social Security Act, prior to the Social Security Amendments of 1983 (Section 601, Public Law 98-21). That is, payment is to be determined by the current Medicare Principles methodology of cost-based reimbursement.

Interim payments are made based on a percentage of charge for all in-state facilities as well as out-of-state facilities that have a high utilization rate. A per diem rate will be utilized for low volume out-of-state facilities based on the most recent cost information submitted by the facility. Low volume out-of-state facilities are defined as those who serve only four (4) to five (5) Medicaid recipients on an annual basis. Interim payments will be reconciled to allowable cost by State agency staff using their first full fiscal years beginning after April 1, 1995. For purposes of determining initial payment rates for psychiatric services for individuals under age 22, exceptions to the Medicare payment principles will not be applied. Tests of reasonableness, appropriateness, and necessity, as demonstrated in Medicare Regulations, will be applied to the determination of these factors pending audit and final settlement.

Final payment and settlement will be made subsequent to audit by the State agency of filed cost reports and supporting financial documentation, as detailed in Medicare Regulation. Final payment determinations will not consider the incentive and cost sharing amounts provided for in the Tax Equity and Fiscal Responsibility Act (TEFRA) of 1982 (public Law 97-248)."

Reimbursement Methodology is reviewed and updated periodically and is subject to change with Amendments to the State Plan with approval from the Centers for Medicare and Medicaid Services.

PRTF SERVICES INCLUDED IN THE DAILY PER DIEM RATE

- (a) The Medicaid determined daily per diem rate encompasses all treatment necessary and rendered as part of the treatment plan established for the member within the scope of the practice limitations of the facility.
- (b) The all-inclusive per diem rate includes room, board and supervision, all routine medical management, dental, visual, auditory, and hygienic needs, all psychiatric services, individual assessments, all psychological services, social services, and all other services as required by West Virginia Medicaid regulation.
- (c) Services provided by medical professionals employed by or contracted with the PRTF are part of the all-inclusive per diem rate and cannot be billed separately. These routine medical service are made available to all children and adolescents entering the facility and are designed to maintain the general health and welfare of the member.

The PRTF agrees to:

- (1) File appropriate claims for reimbursement in accordance with established Bureau procedure for supplying services. The submission by or on behalf of the PRTF of any claim for payment under the Medicaid Program shall constitute certification by the PRTF that the services or items for which payment is claimed were actually provided by the PRTF to the person identified as the West Virginia Medicaid member
- (2) File claims that do not exceed the PRTF's customary charge for the same or equivalent services, or for items provided to persons who are not West Virginia Medicaid members
- (3) File claims which are correctly coded in accordance with billing instructions prescribed by the Bureau and file them in a timely manner in accordance with federal and state regulations and
- (4) Submit all information, with or in support of the information, in a true, accurate and complete manner.

PREREQUISITES FOR PAYMENT

The PRTF agrees to comply with all applicable rules, regulations, rates and fee schedules promulgated under Federal and West Virginia State laws. The PRTF represents and acknowledges that provider shall obtain a copy of those portions of the regulations and plans which bear on the providers of medical services of the type furnished by the PRTF. The PRTF further agrees to assure that all Medicaid services comply with Title VI of the Civil Rights Act of 1964; services shall be made available without discrimination due to race, religion, color, sex, national origin, age, ancestry, handicap or inability to pay; and all buildings and services shall comply as applicable, with Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act (ADA).

The PRTF agrees to provide methods and procedures as required by Title XIX standards to safeguard against unnecessary or overutilization of care and services and assure that charges will be consistent with efficiency, economy and quality of care.

The PRTF agrees to maintain records in accordance with federal regulations for a period of 7 years with any and all exceptions having been declared resolved by the Department of Health and Human Resources.

The PRTF agrees to make all records and documentation available upon request to Department of Health and Human Resources, vendors or contractors working on behalf of DHHR and/or the United States Department of Health and Human Services (HHS) for audit purposes. Such records and documentation shall include but not be limited to:

- (1) Financial Records
- (2) West Virginia Medicaid member information
- (3) Description of Medical Services Implementation
- (4) Identification of Service Sites
- (5) Dates of Service for Each Service Component by West Virginia Medicaid member, client records, personnel records
- (6) MCM-1

The PRTF agrees, subject to appropriate procedural standards, to assume responsibility for repayments for state and/or federal funds which are subsequently disallowed or deferred by the state or federal government.

The PRTF agrees to participate in evaluations and audits authorized by the West Virginia Department of Health and Human Resources and the United States Department of Health and Human Services, the Comptroller General of the United States, or their duly authorized representatives relative to evaluation of the quality, appropriateness, and the timeliness of services pursuant to this agreement.

The PRTF agrees that payment and satisfaction of provider claims by the Bureau for Medical Services will be from federal and state funds, and that any false claims, statements or documents or concealment of material fact by a provider may be prosecuted by the Department under applicable federal or state law.

The PRTF agrees to permit regular medical reviews of each West Virginia Medicaid member, including a medical evaluation of the individual's need for psychiatric residential treatment facility services and to cooperate with state and federal personnel who make inspections, medical reviews and audits.

The PRTF agrees to keep abreast of all changes of the Title XIX rules and regulations and/or State Plan amendments or standards of participation that affect the provider.

BUREAU FOR MEDICAL SERVICES AGREEMENTS

The Bureau of Medical Services agrees to reimbursement in accordance with established Bureau of Medical Services rates, for medically necessary services for eligible recipients who have been admitted, or continued stay prior authorized by the entity under contract with the Bureau of Medical Services to perform such reviews.

The Bureau agrees to reimbursement in accordance with applicable laws and regulations for properly submitted and approved claims.

The Bureau agrees to give the PRTF reasonable notice of any impending change in its status as a participating provider of Psychiatric Residential Treatment Facility Services.

The Bureau agrees to provide a document/desk review of adverse actions in accordance with the provision of the Provider Manual Section located in Chapter 800, Reimbursement Methodologies, at www.wvdhhr.org/bms website.

The Bureau agrees that the effective date for which the PRTF can seek Medicaid reimbursement will be the date that the PRTF attains participating status as determined by the Bureau pursuant to the federal and state standards for participation.

The Bureau agrees that nothing in this Agreement shall be construed to permit or require the Bureau to pay for any services or items which are not or have ceased to be compensable under the laws, rules and regulation governing the Medicaid Program at the time such items or services are provided.

BUREAU FOR MEDICAL SERVICES AND PRTF AGREEMENTS

The Bureau and the PRTF agree that in the event that 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 impossible or void, or if the parties to this Agreement should be unable to agree upon modifying amendments which would be needed to enable continuation of the Title XIX program, both Bureau and the PRTF shall be discharge from further obligations under this Agreement and this Agreement shall be considered terminated.

The Bureau's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. Continuation of this Agreement beyond the current fiscal year period is contingent upon appropriation of funds for payment for services provided under this agreement.

COST REPORTS

The Department of Health and Human Resources, Bureau for Medical Services requires submission of annual cost reports based on the provider's fiscal year. Providers are to use Medicare Form 2552. Cost reports must be filed with the Department's Office of Accountability and Management Reporting within 5 months following the end of the reporting period. An extension of time for filing cost reports of up to 30 days may be requested from the Department for unique and non-recurring circumstances justified in writing before the closing date. Requests for an extension of the filing period are to be addressed in writing to the Director, Office of

Accountability and Management Reporting, Davis Square, Charleston, West Virginia 25301. Failure to submit cost reports with in the 60 day filing period, absent an approved extension, will result in a penalty of \$250.00 per day for each day the cost report is delinquent. The Department will deduct the assessed penalty amount from future Medicaid payments to the provider.

TERM

The term of this Agreement shall be in effect but it may be canceled by either party at any time, with or without cause, upon no less than 30 working days written notice delivered by certified or registered mail, or in person. Termination of the Agreement shall not discharge the obligations of the PRTF with respect to services or items furnished prior to termination, including retention of records and restitution of overpayments. Any personnel changes concerning the CEO position would merit attestation letter signed by new administration, indicating an understanding of the provider enrollment and PRTF policy and returned to PRTF Program Manager with BMS.

ASSIGNMENT/TERMINATION

This Agreement shall not be transferable or assignable. For a breach or violation of any of the herein requirements, the Bureau, at its sole option, may immediately terminate this Agreement. The Bureau may terminate this Agreement whenever the Bureau shall determine that said termination is in the best interest of the state.

REPRESENTATION

The PRTF represents and warrants that the information submitted in or with the application submitted to the Bureau is true, accurate and complete. The PRTF agrees that such representation shall be a continuing one, and that is the obligation of the PRTF to notify the Bureau immediately in writing, of any fact, event or condition which arises or is discovered subsequent to the date of the PRTF's application which affects the truth, accuracy or completeness of such representation. The PRTF acknowledges and agrees that any failure to comply with the provision or any misrepresentation shall render this Agreement voidable by the Bureau. If the nature of the misrepresentation is such that, but for the misrepresentation, the PRTF's application to participate in the Medicaid Program would have been rejected, the Bureau shall be entitled to recover all payments made to the PRTF subsequent to the date of misrepresentation.

PRTF PARTICIPATION IN THE TITLE XIX MEDICAID PROGRAM AGREEMENT
Type or Print Name CEO, Address, and Telephone Number of Facility:
Signature of CEO and Date:
Provider NPI (required):
By signing this agreement, you are attesting that you are licensed as a Psychiatric Residential Treatment Facility in the state that the facility is located.
DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES, Program Manager
Signature of Program Manager and Date: