



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

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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 two (2) years from the date of the signature by 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 on the BMS website at: <https://dhhr.wv.gov/bms/Pages/Manuals.aspx>.

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

BMS utilizes a Utilization Management Contractor (UMC) or a Managed Care Organization (MCO) to certify member medical necessity for admission and continue stays in all PRTF's. BMS 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 UMC 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 with 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.

BMS will only reimburse eight therapeutic leave days 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, 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 the PRTF must make therapy services available for the member and/or family either in person or via telehealth.

Therapeutic pass would occur when clinically appropriate, toward the end of a member's placement to ensure adequate transition into the family/foster family home. A therapeutic pass is defined as a time of absence when a member spends one (1) hour up to 23 hours away from the

PRTF without support from direct staff. The maximum allowable and reimbursable therapeutic pass per PRTF shall be limited to four (4) passes per calendar year.

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 Social Services (BSS) for the necessity of an out of state providers' enrollment.

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 BMS 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
- BMS
- Child Protective Service and Youth Service Worker (only if applicable)

ACCREDITATION AND STANDARDS

The PRTF agrees to:

- (a) Comply with BMS 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 childcare 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 for any West Virginia Medicaid member 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/UMC/MCO in support of the utilization and retrospective review process in a timely manner.

BUREAU FOR MEDICAL SERVICES AGREEMENTS

The Bureau of Medical Services agrees to reimbursement in accordance with established BMS rates, for medically necessary services for eligible recipients who have been admitted, or continued stay prior authorized by the entity under contract with BMS 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, on the BMS website at: <https://dhhr.wv.gov/bms/Pages/Manuals.aspx>.

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

BMS 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 five (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 within 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 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
Signature and Date: