



**Devereux** | UNLOCKING  
ADVANCED BEHAVIORAL HEALTH HUMAN POTENTIAL™

# Out of State Admission Resource Guide

---

## Table of Content

<b>PURPOSE AND OVERVIEW .....</b>	4
1.1 Who is the resource guide designed for?.....	4
1.2 Does the resource guide detail funder-specific requirements and local regulations? .....	4
1.3 How was this resource guide developed?.....	5
1.4 What about Devereux policies and procedures?.....	5
1.5 Will this information change over time? .....	5
<b>CONTACTS .....</b>	5
<b>ADMISSION PROCESSES .....</b>	6
3.1 Responsibility for Admissions Processes .....	6
3.1 Referral Review Checklist .....	7
<b>CONTRACTING WITH OUT-OF-STATE FUNDERS.....</b>	8
4.1 Responsibility for Contracting Processes .....	8
4.2 Master Contracts versus Single Case Agreements .....	8
4.3 Multi-funder Contracting .....	9
4.4 Rate-setting .....	9
4.5 Contracting Checklist.....	9
<b>INSURANCE AND MEDICAID (Medical Assistance) .....</b>	11
5.1 State-by-state Medicaid Resources .....	11
5.2 Third Party Liability (TPL) .....	11
5.3 Funder Scenario: Out-of-Network Insurance or Medicaid.....	12
5.4 Funder Scenario: In-network Primary Insurance Plus Medicaid.....	12
5.5 Funder Scenario: More than One Commercial Insurance Plan .....	12
5.6 Verification Checklist .....	13
5.7 Pre-authorization Checklist .....	14
<b>CHILD WELFARE FUNDERS.....</b>	15
6.1 Child Welfare Agencies Funding Residential Treatment .....	15
6.2 Medicaid-funded Child Welfare Placements.....	15
<b>APPROVAL BY STATE EDUCATION AGENCIES .....</b>	16
7.1 School District as Funder for Individuals Placed Through an IEP .....	16
7.2 Situations Where OOS Education Agency Approval Might Not be Required .....	17
7.3 Links to State Education Agency Websites.....	17
7.4 Individuals Without School District Funding or an IEP.....	17

<b>PHARMACY .....</b>	18
8.1 Quality Health Pharmacy Enrollment .....	18
8.2 Admissions when the Quality Health Pharmacy is not an Enrolled Provider .....	18
8.3 Quality Health Pharmacy Contacts .....	18
8.4 Physician Enrollment .....	19
<b>EXTERNAL MEDICAL CARE .....</b>	19
9.1 Quality Health Pharmacy Enrollment .....	19
9.2 Identifying Local Providers.....	19
9.3 Obtaining Pre-Approval for Care Outside the Individual's Home State .....	19
9.4 Reapplying for Medicaid in the Center's State .....	20
9.5 Contracting with Agencies to Cover Medical Expenses .....	20
9.6 Admitting Without Coverage for Routine and Specialized Medical Care .....	20
<b>APPENDICES .....</b>	21
Appendix A: Single Case Agreement Template .....	21
Appendix B: TX Private School Enrollment Form .....	25

## 1 PURPOSE AND OVERVIEW

This guide aims to simplify the complexities of working with out-of-state funders for residential treatment services. We recognize that access to care often depends on an individual's ability to access funding. This resource is crafted to empower you with the knowledge and tools necessary to provide effective guidance in this process.

### 1.1 Who is the resource guide designed for?

This resource guide is designed primarily for admissions, marketing, contracting, operations, and leadership team members who are new to Devereux and/or out-of-state residential admissions. However, experienced staff members might also benefit from the checklists, forms, and resources contained in this guide.

### 1.2 Does the resource guide detail funder-specific requirements and local regulations?

This guide offers an overview of out-of-state funding and effective practices for serving individuals from out of state. While it serves as a foundational resource, it does not delve into specific funder requirements or state/local regulations. Instead, it highlights key processes and indicates when to consult funder-specific documents or local regulations for detailed information. Users are advised to refer to the latest documents from funders for accurate, up-to-date information to ensure compliance and alignment with each funder's expectations.



### 1.3 / How was this resource guide developed?

This guide was crafted by a Devereux team of subject matter experts spanning centers and departments. Each team member contributed extensive experience and specialized knowledge, honed through years of successful collaboration with diverse out-of-state funders.

### 1.4 / What about Devereux policies and procedures?

Users should adhere to Devereux policies, procedures, and relevant regulations. While this guide distills many of these policies and procedures into an accessible format, it is not a replacement for Devereux's policy and procedure documents.

### 1.5 / Will this information change over time?

This guide will be periodically updated to align with the latest changes in policies, procedures, and regulations. Users are advised to refer to the most current version to ensure decisions and actions are based on up-to-date information.

## CONTACTS

For inquiries, assistance, and support related to any aspect of this guide, please reach out to the national marketing and customer experience/engagement team:

**David Roberds-Roach,**  
*National Director of Marketing Services*

**Lindsey Phillips,**  
*National Director of Customer Experience and Engagement*

For assistance with rate-setting and financial considerations with out-of-state funders, please contact:

**Martha Zhan,**  
*National Finance Advisor*

For assistance about pharmacy enrollment in an individual's health plan or to assess the projected costs of an individual's prescription medications, please contact:

**Christy Barr,**  
*Chief Pharmacy Officer*

For assistance with education considerations, please contact:

**Jackie Auris,**  
*Vice President of Education*

## 3 ADMISSION PROCESSES

This section provides a general framework for reviewing referrals. The process outlined here is flexible, allowing for adaptations based on center-specific requirements and the unique aspects of the populations being served.

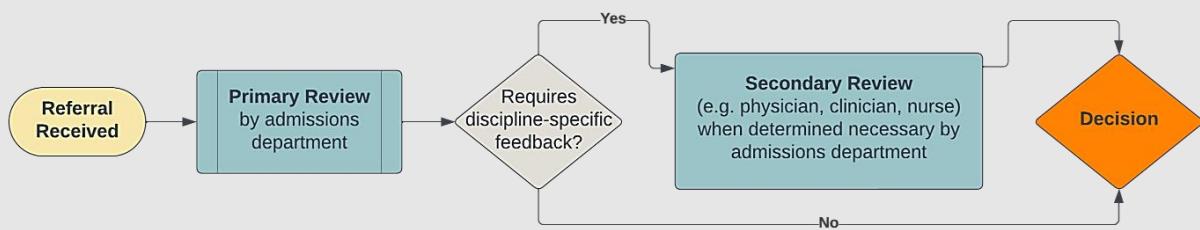
### 3.1 Responsibility for Admissions Processes

Center admissions staff oversee the overall referral review process, ensuring a thorough and compliant assessment of the individual's needs and a welcoming approach with individuals, families, and funders. The process may involve other professionals like physicians, clinicians, nurses, or operations staff, depending on each center's unique population. Local regulations may also dictate the involvement of specific professionals.

Below are two common models for reviewing referrals:



1. **A primary review by the admissions team, with a secondary review for cases presenting unusual clinical, educational, or medical complexities.**



2. **Standard practice of both primary and secondary reviews for all admissions.**



### 3.1 Referral Review Checklist

#### ① Initial Review by Admissions Team:

- a. Ensure that the referral records are current and complete enough to make an informed initial assessment.
- b. Request additional records or information if needed. Depending on the nature of missing information, it may be appropriate to ask a knowledgeable caregiver for details about the individual if written records are unavailable.
- c. Assess the individual's needs against the center's capabilities and specializations.

#### ② Clinical Review:

- a. Conduct a detailed evaluation of clinical needs and any specialized care required.
- b. Consult with clinicians and specialists for expert insights.

#### ③ Interview with Child and Family (may not be necessary depending on program model and population):

- a. Schedule and conduct comprehensive interviews to understand personal, clinical, educational, and health needs.
- b. Discuss expectations and gather additional information to aid in decision-making.

#### ④ Communication with Previous Providers (if needed to supplement written records and information gathered during interviews):

- a. Obtain consent from parents/guardians to contact past treatment providers, school district, and other relevant entities as needed.
- b. Contact past care providers and institutions for a complete medical, educational, and care history.
- c. Request detailed reports and treatment summaries for better understanding.

#### ⑤ Decision Making and Documentation:

- a. If center's admissions model includes secondary review, convene an interdisciplinary team (e.g., physician, nurse, clinician, operations team, teacher) to review and discuss the case.
- b. Based on all gathered information, make an informed decision regarding admission. Teams should consider factors such as diagnosis, educational needs, need for ADL support, current behavioral challenges, need for services, legal status, and likelihood of benefiting from treatment. Admission is offered based on center/population-specific inclusionary and exclusionary criteria.
- c. Document the information gathered during review and rationale for the decision in myAvatar.

#### ⑥ Communication of Decision:

- a. Inform the referring agency and/or family of the decision.
- b. Offer detailed feedback and, if necessary, alternative recommendations or referrals.
- c. Estimate admission timeline based on factors such as availability, contracting/SCA needs, and triage of individuals currently awaiting placement.

## 4 CONTRACTING WITH OUT-OF-STATE FUNDERS

This section addresses the complexities of contracting with various out-of-state entities such as school districts, child welfare agencies, Medicaid funders, and private payers. It provides a contracting checklist, frequently asked questions, and guidance on forming both master contracts and single-case agreements. The information in this section has been crafted to ensure that your agreements meet regulatory standards, financial terms, and service delivery expectations while fostering a collaborative and transparent partnership with each funder. It offers direction on when to utilize standard contracts or single-case agreements, and a framework for tailoring your approach to each funder's unique circumstances.

### 4.1 / Responsibility for Contracting Processes

The finance department typically manages the contracting function. For larger centers or those with many complex contracts/SCAs, a dedicated full-time contracts staff member may handle these responsibilities. In other cases, a staff member may oversee contracting alongside other duties. This role involves coordinating with various stakeholders about contract terms and directly negotiating with funders.



### 4.2 / Master Contracts versus Single Case Agreements

**Master Contracts** are typically used for regular placements with ongoing funder relationships. They contain general terms to suit most situations and are efficient in establishing uniform requirements for recurring placements. Multi-site master contracts are particularly beneficial as they offer funders access to Devereux's continuum of services and promote operational consistency. Involvement of the Devereux legal team is key in multi-site contracts.

**Single-case Agreements** cater to individual-specific situations and include unique terms tailored to the individual and funder. Single-case Agreements are needed in various scenarios, including:

- ▲ Urgent placements that require expedited contracting
- ▲ Non-participating provider (non-PAR) arrangements
- ▲ Unagreeable standard funder contract terms that necessitate negotiating alternate terms
- ▲ Rate exceptions
- ▲ One-time placements
- ▲ Policy-driven SCAs such as geographic restrictions that prevent funders from executing full contracts with providers outside their state
- ▲ School district settlement agreements.

While SCAs are crucial for certain placements, multi-center master contracts are preferred when feasible.

Appendix A provides a standard SCA template that may be used if agreeable to the funder.

#### 4.3 / Multi-funder Contracting

This section addresses scenarios where individuals receive funding from multiple sources, such as combinations of primary and secondary insurance/Medicaid, school districts with child welfare agencies, or private funding alongside adoption subsidies. In these cases, distinct contracts or SCAs are required for each funding source, adhering to their specific requirements. Detailed information on managing third party liability (TPL) in multi-insurance contexts is provided in Section 5.1.

#### 4.4 / Rate-setting

Rate-setting is a crucial aspect of contracting. For master contracts, rates are typically pre-agreed for each placement made under the contract. Contracts may include a base rate with additional fees for specialized services, while some funders prefer a comprehensive rate covering all services. Single-case agreements often involve negotiable rates, requiring a collaborative determination of appropriate rates with input from the admissions team and other stakeholders, considering the individual's service needs. It's vital to set a rate that reflects the cost of providing these services. Rates should be reviewed at least annually for potential adjustments.

[Martha Zhan](#), National Finance Advisor, is available for guidance on rate-setting.

#### 4.5 / Contracting Checklist

##### 1. Understanding the Funder's Requirements

- Carefully review contract language and referenced materials, such as regulatory standards and provider manuals, to understand the funder's expectations.
- For Medicaid funders, ensure alignment with state and MCO-specific requirements.
- For school districts, understand the requirements of the state board of education and the IEP if the placement requires approval from the education department in the student's home state. See Section 7 for additional information.

##### 2. Financial Terms and Billing

- Understand payment terms, rates, and timely filing requirements.
- Incorporate provisions for additional costs or services as needed (e.g., 1:1 staffing, nonstandard services, medical costs not covered by other funders).

##### 3. Service Delivery Standards

- Understand medical, therapeutic, and family engagement requirements including service frequency and documentation requirements.
- Specify reporting requirements including reporting of significant incidents, treatment progress, and performance metrics.

#### 4. Confidentiality and Data Sharing

- Ensure that reporting requirements comply with HIPAA and FERPA regulations.
  - Check that the requirements for data sharing and privacy align with current practices.
- 

#### 5. Dispute Resolution and Contract Termination

- Understand procedures for handling disagreements or questions.
  - Ensure reasonable requirements for contract termination.
  - Ensure appropriate language allowing Devereux-initiated discharge, when necessary, without requiring contract termination.
- 

#### 6. Review and Amendments

- Include reasonable provisions for regular review and updates.
  - Understand processes for making amendments to the contract.
  - Negotiate terms as needed to promote operational efficiency and avoid the need for future amendments as much as possible.
- 

#### 7. Stakeholder Review

- Ensure that relevant stakeholders have reviewed sections that require specialized feedback.
  - Ensure regulatory compliance. Devereux's legal services team may be consulted as needed.
- 

#### 8. Signature and Ratification

- Ensure proper authorization from all parties.
  - Verify signatures, and date the contract appropriately.
-

## 5 INSURANCE AND MEDICAID (Medical Assistance)

### 5.1 / State-by-state Medicaid Resources

The Centers for Medicare and Medicaid Services provides detailed state Medicaid profiles and overviews at the following link. The information might be helpful when considering enrolling or contracting with a new state Medicaid program.

<https://www.medicaid.gov/state-overviews/index.html>

### 5.2 / Third Party Liability (TPL)

Understanding Third Party Liability (TPL) is essential when coordinating funding from multiple sources for an individual's placement. TPL is the legal obligation of third parties like private insurance, Medicaid, or other entities to cover service costs before the provider seeks reimbursement elsewhere.

Examples of TPL include:

- ▲ Health insurance
- ▲ Group health plans
- ▲ Government health insurance
- ▲ Liability or casualty insurance and court settlements
- ▲ Long-term care insurance policies



### Coordination of Benefits

When two funders are involved in supporting the cost of an individual's care, it is critical to identify primary and secondary responsibility, known as coordination of benefits. The primary funder, responsible for initial payment, covers the claim up to its policy limit. Only after the primary funder's contribution does the secondary funder start paying. Payment arrangements can vary. The primary funder might cover all expenses up to a certain cap, after which the secondary funder takes over; alternatively, if the primary funder only handles specific costs, the secondary funder might concurrently subsidize the remaining expenses.

### Common Scenarios Involving TPL

#### *Insurance and Medicaid*

In residential placements, the most typical case of TPL arises when an individual holds both an employer-sponsored health plan and Medicaid coverage. Legally, Medicaid serves as the payer of last resort. Consequently, the employer's insurance policy is generally responsible for covering treatment costs up to its limits, after which Medicaid steps in to cover any remaining expenses.

## **Two commercial Insurance Policies**

When an individual is covered under two insurance policies, like different employer-sponsored health plans from each parent, one plan is assigned as primary and the other as secondary. The primary insurance takes the lead in paying its portion of the costs, followed by the secondary insurance, which may handle the remaining expenses. The criteria for assigning primary and secondary status depend on various factors, including the type of insurance and specific case details. Factors such as the policyholder's employment status, the sequence in which the policies were acquired, the insurers' regulations, and the policyholder's date of birth play a role in this determination. Often, in situations involving two commercial insurers, the 'date of birth rule' is applied to decide primary coverage. For instance, if a child is covered under both parents' employer-sponsored plans, the plan of the parent with the earlier birthday in the calendar year is typically deemed primary.

### **5.3 / Funder Scenario: Out-of-Network Insurance or Medicaid**

When encountering an out-of-network funder, Devereux centers may weigh the options of either joining the network or considering a single-case agreement. Typically, joining the network is the preferred choice. However, there are scenarios where a single-case agreement might be more suitable. These include situations where swift admission is needed, as enrollment can take two months or more, or when the funder is reluctant to commit to a larger contract and proposes a single-case agreement instead. In some cases, the Devereux center might also prefer to use a single-case agreement to familiarize themselves with a new funder before committing to a master contract.

If proceeding as an out-of-network provider, it is crucial to inform individuals about the implications of out-of-network services, which may include higher copays and deductibles.

### **5.4 / Funder Scenario: In-network Primary Insurance Plus Medicaid**

To ensure comprehensive coverage, it is essential to conduct verification and pre-authorization for both insurance policies. It is important to remember that Medicaid plans act as payers of last resort. This means that the benefits of commercial policies must be fully utilized, including pursuing all appeals, before Medicaid plans contribute. For further information on this, refer to Section 5.2, which discusses third-party liability.

In situations where the provider is not in the network with the secondary Medicaid plan, entering into a contract or single-case agreement is necessary to establish an agreed-upon rate for secondary coverage after the primary policy's benefits are exhausted. See Section 5.3 for information on determining whether to join the network or pursue a single-case agreement. This secondary contract or single-case agreement must be finalized before admission. For more details on contracting and single-case agreements, see Section 4 of the guide.

### **5.5 / Funder Scenario: More than One Commercial Insurance Plan**

In scenarios involving more than one active commercial insurance plan, a thorough assessment of each plan's coverage is necessary. A contract or single-case agreement will be needed with both plans.

Additionally, if the services fall outside of the plans' network, it is crucial to check whether the plans offer out-of-network coverage and confirm that the family is willing to cover any associated out-of-pocket expenses.

Effective coordination between the primary and secondary insurance plans is key for seamless claims processing. This coordination involves determining which plan holds the primary payer status. Often, commercial plans determine primary coverage based on the "date of birth rule", where the plan of the subscriber with the earliest birthday in the year takes precedence for dependent coverage.

Once authorization from the primary insurance is secured, it is necessary to move forward with pre-authorization for secondary coverage, if required. For the Devereux center to receive payment from the secondary insurance company after the primary insurance benefits are exhausted, it must either be within the network or have a single-case agreement established with the secondary funder.

## 5.6 / Verification Checklist

This checklist provides an overview of the verification process for insurance and Medicaid. It is designed to ensure comprehensive coverage understanding and assist in navigating various policy details. For insurer-specific guidelines, consult the respective provider's manual.

- **Policy Assessment:** Determine if the individual is covered by multiple insurance/Medicaid policies.
- **Document Collection:** Obtain copies of all insurance cards.
- **Essential Information Verification:** Ensure that you have the individual's policy number and DOB, as these are commonly required for insurance/Medicaid verification.
- **Behavioral Health Benefits Check:** Determine whether there is a vendor, other than the insurer name on the card, responsible for behavioral health benefits. If so, verify with this insurer as well.
- **Coverage Confirmation:** Confirm coverage details for each policy using online systems like Availity, NaviNet, or the insurer's portal. If online access is unavailable, use the contact number on the back of the insurance card(s).
- **Active Status Verification:** Verify the active status of each insurance plan, as inactive plans can lead to claim denials.
- **Policy Change Inquiry:** Inquire about any recent or upcoming changes to the coverage that might impact eligibility or benefits.
- **Coverage Details Inquiry:** Obtain detailed information about coverage under each policy, including eligibility, benefits, limits, copays, and deductibles.
- **Out-of-network Coverage Assessment:** If applicable, determine if the individual has out-of-network coverage (often PPO) and clarify patient responsibilities under such coverage. Inform the family of their potential payment responsibilities, and obtain a written agreement prior to admission.
- **Coverage Hierarchy:** Understand the hierarchy of coverages in cases of multiple policies. Refer to Section 5.1 regarding Third Party Liability for more details.

## 5.7 / Pre-authorization Checklist

This checklist provides an overview of the steps necessary to obtain pre-authorization from insurance and Medicaid plans. Like verification, consult the respective provider's manual for specific information about submitting pre-authorization.

- **Policy Review:** Review the insurance policy to determine if pre-authorization is required. Check the payer's website or call the number on the back of the insurance card.
- **Information Gathering:** Gather all necessary information for completing the pre-authorization request. This may include patient details, diagnosis codes, proposed treatment plans, and expected duration of treatment.
- **Insurance Company Contract:** Contact the insurance company using the provider portal or the phone number on the insurance card.
- **Pre-authorization Process:** Follow the specific process outlined by the insurance company for pre-authorization. Ensure all required forms and documentation are accurately completed and submitted.
- **Document Submission:** Ensure all necessary clinical notes, treatment plans, or other relevant documents are submitted along with the pre-authorization request.
- **Response Tracking:** Keep a record of all communications with the insurance company, including dates of submission, follow-up calls, and any reference numbers provided.
- **Appeal Preparation:** If pre-authorization is denied, prepare to submit an appeal. Collect supporting documentation, such as medical necessity letters, research articles, or specialist recommendations. Appeal is likely required to secure secondary payment if the initial pre-authorization is denied.
- **Confirmation of Approval:** Once pre-authorization is approved, obtain written confirmation, noting the authorization number and the validity period.
- **Continued Communication:** Maintain ongoing communication with the insurance company, especially if treatment plans change or extend beyond the initial pre-authorized period.

## 6 CHILD WELFARE FUNDERS

Child welfare funder requirements are highly state-specific. While there are federal laws governing elements of child welfare such as the Family First Prevention Services Act and the Child Abuse Prevention and Treatment Act, child welfare funders are largely governed by state law and, therefore, vary significantly. This section provides general guidance that applies to many child welfare funders, but Devereux centers serving individuals placed by OOS child welfare agencies should always familiarize themselves with regulations governing child welfare placements in the individual's home state.

### 6.1 / Child Welfare Agencies Funding Residential Treatment

In many states, child welfare agencies directly fund residential treatment. These states publish rate schedule that governs the rates for most placements. However, for individuals requiring exceptional levels of care, contracts or SCAs can often be negotiated to ensure a rate commensurate with the individual's needs and expectations of the provider. Devereux centers considering referrals from new state child welfare agencies should review referrals for clinical appropriateness and negotiate for a rate that allows the center to provide for the individual's needs.

Notably, child welfare funders are often more willing than other funder types to agree to cover medical expenses not covered by other funders, as described in Section 9.5.

### 6.2 / Medicaid-funded Child Welfare Placements

In some states, child welfare funders will refer individuals, but the state's Medicaid program will act as the funder. In these instances, Devereux centers must follow the state's Medicaid requirements as well as regulations around child welfare placements. See Section 5 for details about working with Medicaid agencies.

Though child welfare agencies in some states might prefer to use Medicaid funding for placements, it is worth noting that there are instances when it is advantageous to request that the child welfare agency fund directly rather than through the state's Medicaid program. Examples include:

- ▲ The Medicaid program has denied coverage.
- ▲ The Medicaid program imposes requirements that are out of alignment with best practices for the individual being served.
- ▲ Placement is required urgently, and enrollment in the state's Medicaid program would delay starting treatment.
- ▲ The Medicaid program's rate structure will not support the level of services required by the individual.
- ▲ If urgent placement is needed, the child welfare agency might agree to enter into a temporary contract with the ability to renew as needed while the Devereux center completes the Medicaid enrollment process.



## 7 APPROVAL BY STATE EDUCATION AGENCIES

This section outlines when a Devereux center might be required to seek approval by the state education agency of the individual's home state. It provides guidance on the likelihood of this requirement across various scenarios and key educational considerations for admitting individuals from other states.

### 7.1 / School District as Funder for Individuals Placed Through an IEP

When a school district funds a placement through an IEP, the school district requires the Devereux center to obtain approval from their state's education agency. Such approval ensures that the residential program aligns with the state's educational standards. Additionally, many states allow school districts to access state funds for placements in state-approved residential treatment programs, offsetting the school district's costs.

In some instances, school districts may proceed with admission while Devereux seeks approval from the state agency. During this period, it is likely that state funds will not be available, and the district may need to cover costs using their own resources. Nonetheless, some districts may opt for this route to expedite placement. The education director should be brought into such cases for consultation.



## 7.2 / Situations Where OOS Education Agency Approval Might Not be Required

**Settlement Agreement:** Settlement agreements, typically arising from disputes over educational needs, may offer an alternate route to funding residential treatment and education. Settlement agreements are completed only when there is significant dispute between school districts and parents/guardians. In most cases, school districts entering into settlement agreements are not able to access state funds as they would if they placed under an IEP. Thus, settlement agreements are viewed as a last resort for school districts and are only used when all other options to reach agreement through standard channels have been exhausted.

In these cases, the school district might limit its involvement, delegating educational planning to the parents/guardians and treatment facility. It is essential to understand fully how the school district will participate in the student's education planning throughout the course of a placement using a settlement. Is it also critical that the center review the settlement agreement along with legal counsel to ensure that needs and services identified in a settlement agreement can be met. Additionally, there needs to be a written agreement between parents/guardians and the center on how educational disputed will be navigated.

agreement. The Devereux center should strive to involve the school district as much as possible in creating an acceptable education plan for both the school district and the family.

**Waiver:** Some states allow waivers under specific circumstances, allowing school districts to use non-approved residential treatment programs while still accessing state funds. These waivers, subject to state-specific regulations, may be granted when all other state-approved options have been exhausted.

School districts placing students under a waiver will typically maintain an IEP and participate in the education planning process much as they would for a traditional placement through the IEP process. It is advisable to consult with funding school districts regarding waiver specifics and their appropriateness.

**Note:** "Waiver" is used in this section as a general term to describe this process, but specific language will likely vary among states.

## 7.3 / Links to State Education Agency Websites

For detailed requirements on state agency approval, refer to the United States Department of Education's resource listing all state education agencies:

[State Contacts and Information \(ed.gov\)](https://www2.ed.gov/about/offices/list/ocr/state-agencies.html)



## 7.4 / Individuals Without School District Funding or an IEP

At Devereux, we prioritize collaboration with school districts in educational planning but recognize that there may be situations where proceeding without their direct involvement is necessary to ensure an individual's access to high-quality behavioral health services, provided that the Devereux center's state allows private education for individuals enrolled in residential treatment programs. In these instances, our focus remains steadfastly on the individual's well-being and development, ensuring they receive the support, care, and education they need in a timely and effective manner.

- ▲ **Parent/Guardian Preference:** A parent/guardian placing their child with private funds, Medicaid, or insurance might prefer to plan educational services directly with the program, opting not to include their home school district.
  
- ▲ **School District Constraints:** While we should always attempt to solicit school district involvement, some school districts may be unable or unwilling to participate due to varying interpretations of IDEA and conflicting state requirements. In such cases, Devereux centers may be able to offer education privately, in line with state regulations on private schooling. Families should be made aware of the differences between private and public education, particularly regarding FAPE and IEPs. A center should involve legal counsel before moving to this model. Appendix B includes a center-specific example of a form that may be adapted at each center to document families/guardians understanding of the differences between private and public schooling.

## 8 PHARMACY

In order for individuals' prescription medication costs to be covered by their insurance or Medicaid plans when filling prescriptions through the Quality Health Pharmacy, it is necessary for the Quality Health Pharmacy to enroll in the individual's insurance or state Medicaid plan. This section contains guidance on ensuring adequate coverage for prescription medications throughout the individual's treatment at Devereux.

### 8.1 / Quality Health Pharmacy Enrollment

Prior to admission, the center should contact the Quality Health Pharmacy to determine whether it is enrolled in the individual's health plan. If not, the center may request that the Quality Health Pharmacy begin the enrollment process by providing the individual's health plan details to pharmacy staff.

### 8.2 / Admissions when the Quality Health Pharmacy is not an Enrolled Provider

It is always best practice to ensure coverage for prescription medications prior to admission when possible. However, in some cases, state Medicaid laws or health plan policies might prevent the Quality Health Pharmacy from becoming an enrolled provider. Additionally, centers may need to determine whether placement urgency warrants admitting while the Quality Health Pharmacy completes the enrollment process. In these cases, the admissions team should collect a list of the individual's current medications for review. Executive Directors should consider whether it is appropriate to move forward with admission based on careful examination of the likely costs of the individual's medications to determine whether it is financially feasible for the center to cover these costs. Centers should contact [Martha Zhan](#), National Finance Advisor for assistance with evaluating the feasibility of admitting without prescription drug coverage.

**Note:** In some states, retroactive coverage may be available if the Quality Health Pharmacy becomes an enrolled provider after admission

### 8.3 / Quality Health Pharmacy Contacts

Centers may contact the following Quality Health Pharmacy team members to inquire about pharmacy enrollment in an individual's health plan or to assess the projected costs of an individual's prescription medications:

**Christy Barr,**  
*Chief Pharmacy Officer*

**Toynette Palmer,**  
*Pharmacy Claims Specialist*

## 8.4 / Physician Enrollment

When a provider is not funded under the State of residence for an individual's Medicaid and cannot prescribe psychotropic medications, there is concern as to whom will be paying for these medications. As a result, the following steps are to be taken if this situation should occur:

- ▲ All prescribers need to be enrolled in the individual's health plan as ORP (Ordering, Referring, & Prescribing).
- ▲ Enroll the prescriber with Devereux's Quality Health Pharmacy to provide medications, if possible.
- ▲ If the individual is not able to be enrolled in Quality Health Pharmacy, provide a list of the individual's psychotropic medications for estimated costs to assess the viability of admission.
- ▲ The determination of the admission based on the assessment of psychotropic medications costs that will incur will need to be determined by the Executive Director or designees.

## 9 EXTERNAL MEDICAL CARE

Like pharmacy costs, it is critical to determine how an individual's external medical costs will be covered throughout their treatment. Examples include emergency care, specialist care, and routine medical, dental, and vision care. Out-of-state admissions present a unique set of challenges around external medical care, as the plan might not cover routine care in other states. Additionally, even when the plan allows for coverage in other states, there might be a lack of local providers enrolled in the plan. This section contains guidance on external medical coverage for out-of-state admissions.

### 9.1 / Quality Health Pharmacy Enrollment

Current regulations require Medicaid and employer-sponsored health plans to cover emergency room services for medical emergencies when an individual is in another state.

### 9.2 / Identifying Local Providers

If an individual's health plan covers routine services in other states, centers should review the health plan's list of approved providers, as there may already be enrolled providers in the local area. If not, centers should attempt to find local providers who are willing to enroll in the individual's health plan. Centers are likely to achieve the most success by contacting large medical systems that may already be accustomed to serving individuals from outside the local area who travel for medical services.

### 9.3 / Obtaining Pre-Approval for Care Outside the Individual's Home State

It may be possible to obtain routine medical care in outside the individual's home state with pre-approval from the individual's health plan. This is particularly likely in states contiguous to the individual's home state. Pre-approval can be time-consuming and may not be granted, but it may be an option for accessing care across state lines for care that is not time-sensitive.

## 9.4 / Reapplying for Medicaid in the Center's State

In some states, it might be possible for the individual to re-apply for Medicaid coverage in the Devereux center's state to ensure medical coverage throughout the individual's treatment. This may not be possible in every state, and requirements vary. However, the general process for re-applying for Medicaid coverage in another state includes:

- ▲ Researching eligibility requirements
- ▲ Terminating current Medicaid coverage
- ▲ Applying for Medicaid in the new state
- ▲ Following the new state's Medicaid renewal process

**Note:** This option is not available when the individual's residential treatment is funded by the home state's Medicaid program. Terminating Medicaid coverage in the individual's home state for individual's whose residential treatment is funded by that Medicaid program will end coverage for residential treatment.

## 9.5 / Contracting with Agencies to Cover Medical Expenses

In some cases, it may be possible to include coverage for medical expenses in contracts/SCAs with funders that are not health plans or Medicaid entities when all other avenues to ensure medical coverage have failed. Child welfare funders tend to be the most likely funders to agree to this type of contract provision.

## 9.6 / Admitting Without Coverage for Routine and Specialized Medical Care

In cases when it is not possible to ensure coverage for routine medical services outside the individual's home state and all efforts to locate local providers willing to enroll in the individual's health plan have been unsuccessful, centers may consider admitting individuals who have no chronic health conditions requiring specialized care. Admissions staff should collect details regarding the individual's health history and collaborate with center medical and nursing staff to identify any health conditions that may require specialized medical care beyond routine physicals, dental exams/cleaning, and vision checkups/glasses. The Executive Director should carefully assess whether it is financially feasible for the center to cover routine costs in the interest of ensuring the individual's access to care. Families should be advised that any unexpected, non-emergency medical needs may require discharge back to the individual's home state to receive medical care under their health plan. Please contact [Martha Zhan](#), National Finance Advisor, for assistance with evaluating the feasibility of admitting without medical coverage for individuals who are unlikely to require medical care beyond routine medical, dental, and vision.



## APPENDICES

### Appendix A: Single Case Agreement Template

#### **Residential Placement Agreement**

**Agreement** made this XX day of MONTH, YEAR by and between the following parties; The Devereux Foundation, a Pennsylvania non-profit corporation with its principal place of business at 444 Devereux Drive, Villanova, PA 19085 and its local affiliate the **Devereux Advanced Behavioral Health Texas**, 1150 Devereux Drive, League City, Texas 77573 (Collectively referred to as Devereux).

And hereinafter referred to as “Agency”, whose primary address is.

**Whereas**, Agency has determined that Devereux is able to meet the residential treatment and educational needs of individuals for which Agency is obligated to provide services/funding, and

**Whereas**, Agency desires to place (“Client”) at Devereux, and

**Whereas**, Agency represents that the parent(s) or guardian of the Client has agreed that Devereux is able to meet the needs of the Client,

Now, therefore, in consideration of the terms hereinafter set forth, and with intent to be legally bound, the parties agree as follows:

1. **Devereux Services** – Devereux will provide to Client basic psychiatric intervention, psychological services, room and board, mental health related services and education as called for in the Client’s individual treatment plan.
2. **Individualized Education Program (IEP)** - Agency is responsible for advising Devereux of any school district involvement and providing IEP documents, transcripts and other relevant school records. When an IEP is present, identified school district or Agency is responsible for providing annual reevaluation of the appropriateness of the instructional arrangement. Devereux will participate in IEP team meetings and assist in preparation of IEP documentation by providing written present levels, written goals, transition plans and behavior plans as needed. Meetings will be scheduled at a time and place convenient for both parties.
3. **Term and Renewal** – This agreement shall be effective on Client’s date of admission through June 30, 2024 or date of discharge, and may be renewed annually on July 1<sup>st</sup> of subsequent years.
4. **Payment of Fees** – Agency shall pay to Devereux a fee for services per Attachment “A.” If Client is admitted or discharged during a payment period the fee shall be prorated. The Agency is responsible for payment-in-full of fees for any and all days that the Client is absent from the program while enrolled. Payment is due no later than thirty (30) calendar days from the date of invoice.

Devereux’s fee does not cover, and Agency shall be responsible for the Client’s medical, pharmacy, dental, vision, medical insurance premiums, personal and clothing expenses, transportation to and from Devereux and other expenses generally considered as being personal to an individual in residential placement. Devereux will provide or obtain transportation for the Client to a hospital and/or physician’s office when needed. The Agency is responsible for payment in full of fees for any and all days Client is absent from the program while enrolled.

5. **Reports to Agency** - Upon request Devereux shall provide evidence of approval of its programs, together with a description of the programs and the types of clients served, including instructions and special services to be provided to Client. Devereux shall provide such additional information reports, as the Agency may reasonably require to be kept informed of Client's progress, including quarterly reports and appropriate psychological, social and educational evaluations on or before June 1 of each year. Devereux shall immediately notify Agency in the event that Devereux's license to operate is revoked or suspended.
6. **Visitation**. Agency or its agents or employees and the parent or guardian shall have the right to visit and observe Devereux's program and facilities at any reasonable time and to meet with the staff of Devereux who is working with the Client.
7. **Termination** – Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the Agency shall pay for, and Devereux shall provide services to the date of termination. Agency shall be responsible to remove Client as of any termination date. In the event Devereux loses its license to operate Client's program, this agreement shall terminate immediately, and Agency shall pay the reasonable cost of Client's maintenance at Devereux until Client's departure. This agreement is no longer active once Client has discharged.
8. **Modification** – No modification of this agreement shall be effective unless in writing signed by the parties hereto. No forbearance to enforce any provisions of this agreement, or waiver of any breach hereof, shall be deemed a waiver of any other provision or right.
9. **Severability** – If any provision of this agreement shall be deemed to be void or invalid in law otherwise, then only that provision shall be stricken from this agreement, and in all other respects this agreement shall be valid and continue in full force and effect.
10. **Entire Understanding** - This agreement constitutes the entire understanding between the parties as to the matters contained herein and there are no terms, covenants, conditions, representations, warranties or agreements expressed or implied, oral or written of any nature whatsoever other than as herein contained.
11. **Headings; Plurals; Gender** – Headings are inserted solely for the convenience of reference and shall not constitute part of this agreement nor shall they affect its meaning, construction or effect. The use of the singular shall, if there is more than one personal similarly affected, include the plural; and the use of the masculine gender shall include the feminine where applicable.
12. **Notices** – All notices hereunder shall be sufficient only if given in writing by certified mail, return receipt requested, to the address above set forth, or by personal delivery.
13. **Compliance with Laws and Regulations** – Devereux shall comply with all applicable federal, state and local laws and regulations of the state where the Devereux facility is located.
14. **Non-Discrimination** – Devereux will not discriminate in its employment practices or in its admission decisions based on race, color, nationality, ethnic origin, creed, sex, sexual orientation or disability.
15. **Indemnification** – Each party hereby agrees to indemnify, defend and save the other party harmless from any and all suits, claims and actions of any kind, including reasonable legal fees, arising out of the negligence of the indemnifying party, its employees or agents.

16. **Insurance** – In accordance with its usual practices, Devereux agrees to maintain workmen's compensation, professional malpractice liability, comprehensive general liability and automobile liability insurance or coverage. Devereux will provide proof of coverage to Agency upon request.
17. **Confidentiality** – The parties shall protect the confidentiality of all Client information in accordance with applicable federal and state laws.
18. **Assignment** – Devereux will not assign, transfer or delegate any of its duties or rights hereunder without the prior written approval of the Agency.
19. **Approvals** – The undersigned individuals certify and represent that all necessary approvals or authorizations have been obtained from their respective organizations and that they are authorized to sign this agreement on behalf of their organization.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date set forth above.

For:

For: [CENTER NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: [ED Name]

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[CENTER NAME]

Attachment "A"

Rates Effective Through [DATE]

Program	Daily Rate
[PROGRAM NAME]	[Insert Rate]

**Services not included in the above rate:**

One-to-One Supervision / Additional Staff Support [Insert Rate]

Speech and Language [Insert Rate]

Occupational/Physical Therapy [Insert Rate]

Evaluations/Assessments [Insert Rate]

[CENTER NAME]

*Attn: Accounts Receivable*

[CENTER ADDRESS]

[CENTER PHONE]

FIN: 23-1390618

NPI: 1235212895

**Remittance Address:**

*P. O. Box 74292  
Cleveland, OH 44194-0002*

## Appendix B: TX Private School Enrollment Form

### **The Devereux School Enrollment**

#### **About The Devereux School**

The Devereux School is a specialized on-campus private school serving students who attend the residential treatment program at Devereux Advanced Behavioral Health Texas. Accredited by Cognia, The Devereux School offers a therapeutic program with small classrooms and a low student-to-teacher ratio. Our dedicated team of certified teachers, Board Certified Behavior Analysts, licensed mental health professionals, Registered Behavior Technicians, Registered Nurses, Behavior Support Specialists, and a Board-Certified Child and Adolescent Psychiatrist deliver a therapeutic and educational experience tailored to meet each student's individual needs.

---

#### **About Cognia Accreditation**

Cognia is a globally recognized accreditation that signifies the quality and rigor of education at a given institution. Schools with Cognia accreditation, like The Devereux School, are recognized for demonstrating excellence in teaching, learning, and leadership. Cognia accreditation assures that The Devereux School meets high standards for delivering enriching, dynamic curriculum and instruction designed to prepare learners for the future.

---

#### **About Private School Enrollment**

Enrolling your child in a private school means they will not attend a public school and as such, some classes and services provided by public schools may not be available. For instance:

**Classes and services:** Some classes and services readily available in public schools might not be accessible in our specialized private school setting. Do not hesitate to reach out to us should you have any questions regarding the wide range of services and supports we offer at The Devereux School.

**FAPE:** The Free Appropriate Public Education (FAPE) mandate, as outlined in the Individuals with Disabilities Education Act (IDEA) applies exclusively to public schools. While our private school is not bound by FAPE, we are deeply committed to partnering with families to provide a high-quality education tailored to the unique needs of each student. We offer a variety of resources designed to cater to the educational requirements of our student population. We encourage you to discuss any specific needs directly with us so we can explore the most effective ways to support your child's learning journey.

**IEP:** Individualized Education Programs (IEP) are not offered in private schools as they are a part of the public school system under the Individuals with Disabilities Education Act (IDEA). Instead, we work closely with you to develop a personalized academic plan for your child, informed by previous school records and assessments. To ensure we tailor your child's educational journey to their unique needs, we kindly ask for you to supply us with their most current IEP, transcripts, assessments, behavior reports, and any other relevant school records from previous institutions.

## **About Collaboration with Your Public School District**

The Devereux School seeks to establish a partnership with your child's home public school district to ensure a seamless educational transition as the student joins The Devereux School and returns to their home school district after discharge. It is important to note that regulations and policies regarding the involvement of the home school district can vary across different states in the United States when a student is placed outside the district's boundaries by a family or an agency other than the home school district. We encourage you to contact your child's home school district to discuss state regulations and local school district policies to better understand how they will remain engaged throughout your child's educational journey at The Devereux School. You are also welcome to provide your home school district with the contact information of our Director of Education, Cindy Townsend. Ms. Townsend can be reached at 1-800-373-0011 or via email at [CTOWNSE2@devereux.org](mailto:CTOWNSE2@devereux.org).

---

## **Please complete and return the information below:**

### **Student Information**

Name:	DOB:
Parent/Guardian:	
Name(s):	
Contact Phone Number(s):	
Email:	

### **Current School or Last School Attended**

Name of school district:
Name of school:
Contact person at school (if available):
Phone number and/or email for contact person:

By submitting this enrollment form, you acknowledge the differences between public and private schooling as described above and request enrollment at The Devereux School throughout your child's residential treatment at Devereux Advanced Behavioral Health Texas.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_