

# Q1 2025 Indiana Fraud and Abuse Detection System (FADS) Webinar

Interactive Complexity  
Coverage



Indiana Health Coverage Programs (IHCP)

# Introductions

## Sponsor

Office of Medicaid Policy and Planning (OMPP)

## Contributors

Lisa Copsey, CPA, CFE

*Clinical Review Lead*

Kelsey Oren, RN

*Clinical Reviewer*



# Objectives

- 1 Review the IHCP rendering provider medical record documentation requirements
- 2 Define Interactive Complexity
- 3 Understand the IHCP billing and key documentation requirements for the add-on service
- 4 Describe common documentation errors and prevention methods



## FSSA POLICY REVIEW



## IHCP Rendering Provider Agreement and Attestation Form

Version 6.5E, May 2019

Page 1 of 5

**This agreement must be completed, signed, and returned to the IHCP for processing.**

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7. To release information about members only to the FSSA or its agent and only when in connection with:
  - a. providing services for members; and
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# IHCP Rendering Provider Agreement and Attestation Form and Billing Requirements

- 1. Billing Accuracy:** Confirms you will follow IHCP's billing rules in compliance with Medicaid standards.
- 2. Compliance with Medicaid Regulations:** Comply with Medicaid regulations, and all state and federal guidelines by reporting detailed documentation submitted according to IHCP rules.
- 3. Documentation Requirements:** Maintain and submit accurate records that support the need for service, confirm that the service is medically necessary, and align with the billing requirements.



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# Manuals, Bulletins, Banner Pages & Notices

## Section 11

To abide by the state's *Medical Policy Manual* and *IHCP Provider Reference Modules* as amended from time to time, as well as all provider bulletins, banner pages, and notices.

Any amendments to the policy manual or reference modules, including provider bulletins, banner pages, and notices, will be communicated on the official state Medicaid website and are binding upon publication.



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# Inspections, Reviews, & Audits

## Section 24

Fully cooperate with federal and state officials and their agents as they conduct periodic inspections, reviews, and audits.



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# Availability of Records & Information

## Section 25

To make available upon demand by federal and state officials and their agents all records and information necessary to assure the appropriateness of IHCP payments made to Provider, to assure the proper administration of the IHCP, and to assure Provider's compliance with all applicable statutes and regulations.

Such records and information are specified in 405 Indiana Administrative Code (IAC) 1-5 and in the policy manual, reference modules, bulletins, and banner pages.



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# Records & Documentation

## Section 25 a-g

- a. Medical records and any amendments
- b. Records of all treatments, drugs, and services for payment
- c. Fully Disclosed records of service provided to individuals under the provision of IHCP
- d. Documentation in each patient's record verifying each charge is due and proper
- e. Financial records maintained in the standard, specified form
- f. Documents to determine compliance with Federal and State law
- g. Any other information regarding payments claimed by provider for furnished services to the plan

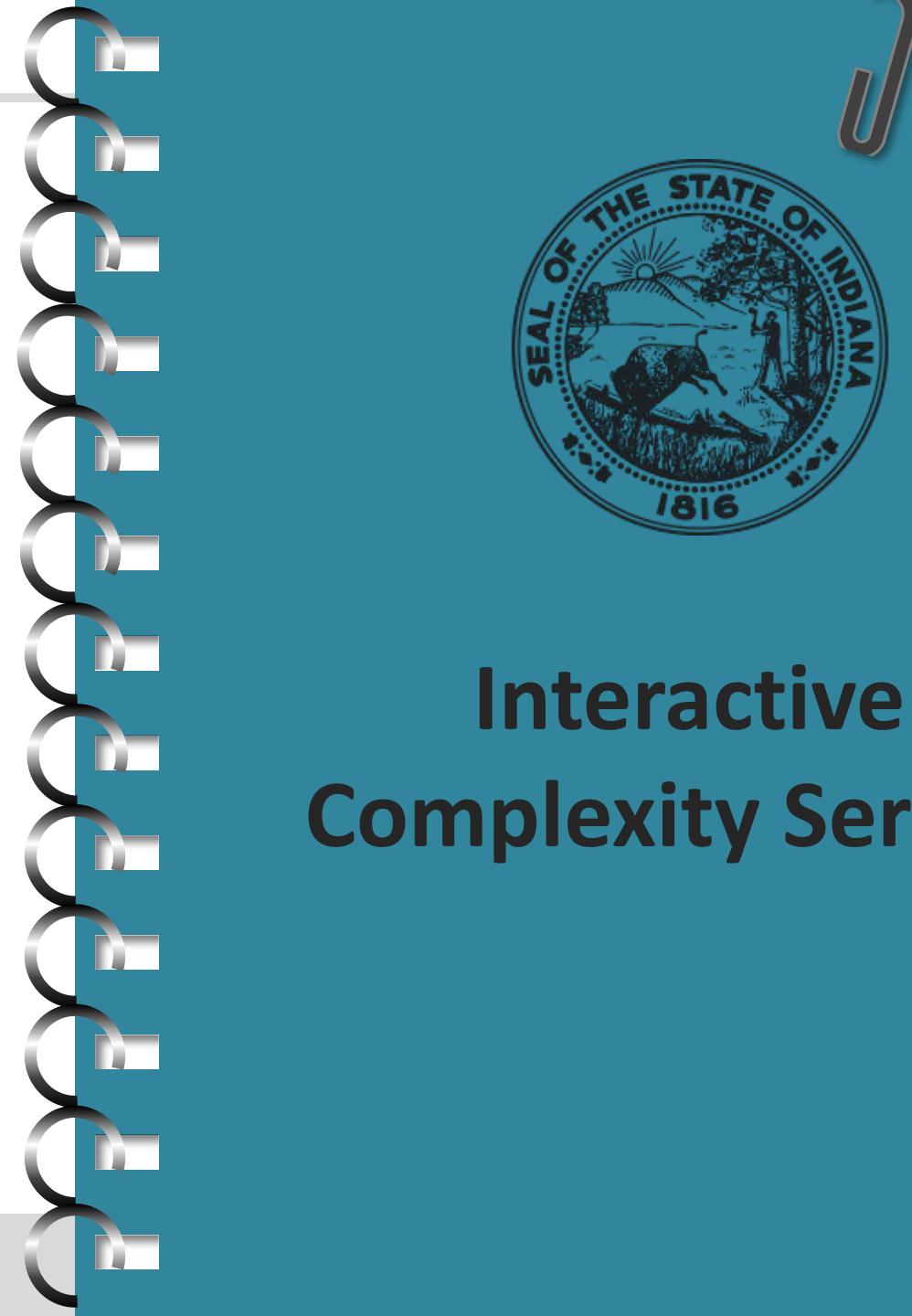
## What can I do as a Rendering Provider to ensure I'm following the requirements?

- Make sure that each patient encounter is documented completely, accurately, legibly, and timely.
- Make sure the documentation clearly identifies the rendering provider and/or rendering provider employees.
- Make sure the documentation is signed and dated.
- Make sure the documentation includes details of physician involvement.





## INTERACTIVE COMPLEXITY DEFINITION



# Interactive Complexity Service

For more information, go to:  
IHCP Banner BR202323

## Interactive Complexity Add-On Service

- Used in conjunction with psychotherapy sessions
- Occurs when specific communication situations arise between the practitioner and either the a/an:
  - Patient
  - Family Members
  - Guardians
- 



Notes:

**Third Parties:**

- Child Welfare
- Parole
- Probation Officers
- Schools

More  
Information:  
CMS Coding  
Guidelines

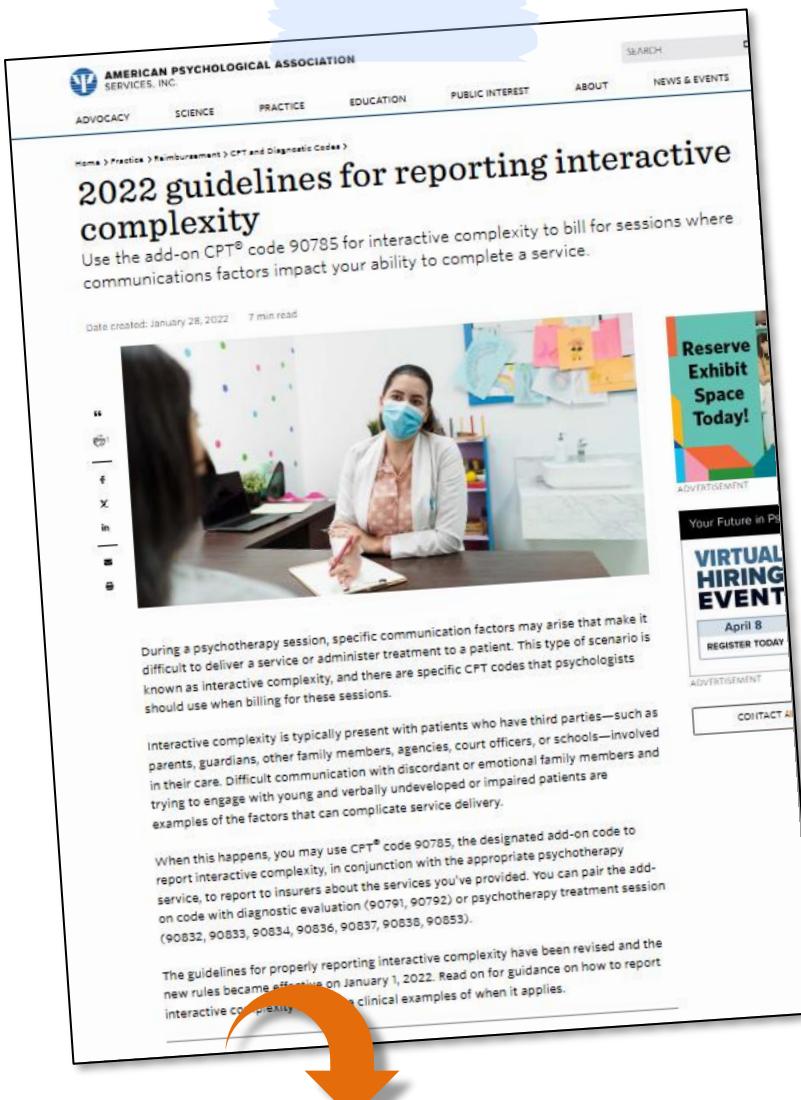
## Interactive Complexity - Communication Difficulties

The specific communication difficulties are present with patients who typically:

- Have other individuals legally responsible for their care, such as minors or adults with guardians, or
- Represent others to be involved in their care during the visit such as adults accompanied by one or more participating family members, interpreter, or language translator, or
- Require the involvement of other third parties

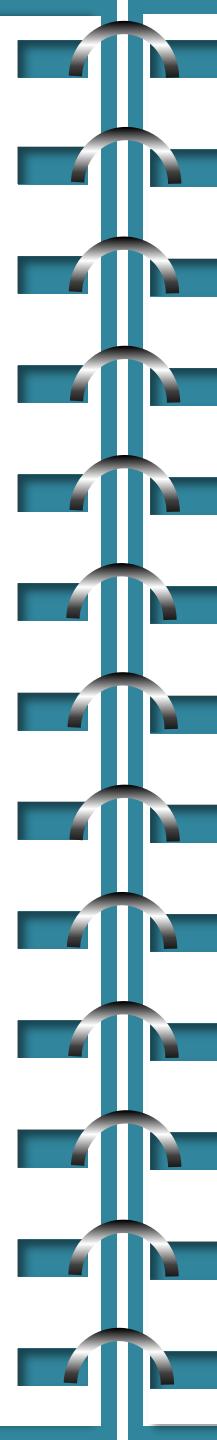


Notes:



The screenshot shows a webpage from the American Psychological Association (APA) titled "2022 guidelines for reporting interactive complexity". The page features a photograph of a psychologist in a clinical setting. The text discusses the use of the add-on CPT® code 90785 for interactive complexity to bill for sessions where communications factors impact your ability to complete a service. It also provides information on how to report interactive complexity, mentioning third parties involved in care and the use of CPT® code 90785. A note at the bottom states that new rules became effective on January 1, 2022, and provides clinical examples of when it applies. A large orange arrow points from the bottom left towards the text.

2022 APA Interactive Complexity Guidelines



## Interactive Complexity - Reporting

At least one of the following is present:

- Needing to manage maladaptive communication among participants that complicated the delivery of care
- Inferring with the implementation of the treatment plan by caregiver's emotions/behavior
- Documenting the evidence/disclosure of a sentinel event and mandated report to a third party with the initiation of discussion
- Using play equipment, physical devices, interpreter, or translator to overcome a significant language barrier





## INTERACTIVE COMPLEXITY – BILLING GUIDELINES

# Interactive Complexity Billing Guidelines

## Conjunction Service Billing Guidelines:

- Required to use CPT Code 90785 in conjunction with codes detailed in table
- Documenting amount of time spent providing interactive complexity services



## CPT Codes

Service	Code
Diagnostic Psychiatric Evaluation	<ul style="list-style-type: none"><li>• 90791</li><li>• 90792</li></ul>
Psychotherapy	<ul style="list-style-type: none"><li>• 90832</li><li>• 90834</li><li>• 90837</li></ul>
Psychotherapy (E/M Services)	<ul style="list-style-type: none"><li>• 90833</li><li>• 90836</li><li>• 90838</li><li>• 99202-99255</li><li>• 99304-99310</li><li>• 99341-99350</li></ul>
Group Psychotherapy	<ul style="list-style-type: none"><li>• 90853</li></ul>

# Interactive Complexity Billing Guidelines

There are limitations and specific billing requirements on the use of CPT code 90785, including the following CMS and Local Coverage Determination (LCD) guidance:

- CPT code 90785 should not be used to report the need for translation or interpretation services.
- Do not report the CPT code 90785 in conjunction with Psychotherapy for crisis codes or in conjunction with E/M services when no psychotherapy service is also reported.
- **According to LCD Reference Article A57520 Billing and Coding: Psychiatric Diagnostic Evaluation and Psychotherapy Services:** If a patient is unable to communicate by any means, the interactive complexity CPT code 90785 should not be billed.





## KEY IHCP, APA, & CMS REGULATIONS

## Interactive Complexity Services Documentation Requirements

IHCP and CMS have created documentation regulations to help guide you.

IHCP Provider Reference Module, Behavioral Health Services,  
[Behavioral-Health-Services.pdf \(in.gov\)](#) 7/1/2021

Record Retention, page 11:

[Provider and Member Utilization Review \(in.gov\)](#)

Treatment Plan

Visit/Therapy Notes

Service	Code
Diagnostic Psychiatric Evaluation	90791 and 90792
Psychotherapy	90832, 90834, and 90837
Psychotherapy (E/M Services)	90833, 90836, 90838, 99202-99255, 99304- 99310, and 99341-99350
Group Psychotherapy	90853

Such medical or other records, or both, shall include, at the minimum, the following information and documentation: the identity, including dated signature or initials, of the service.



## COMMON ERRORS AND PREVENTION

# Medical Reviewer Perspective

## Gathering Documentation

Prior to submitting documentation to IHCP for review, combine the documents into a single PDF file for each requested member.

## Labeling PDF

Use consistent title for each PDF including:

- Audit Case ID number
- Member name

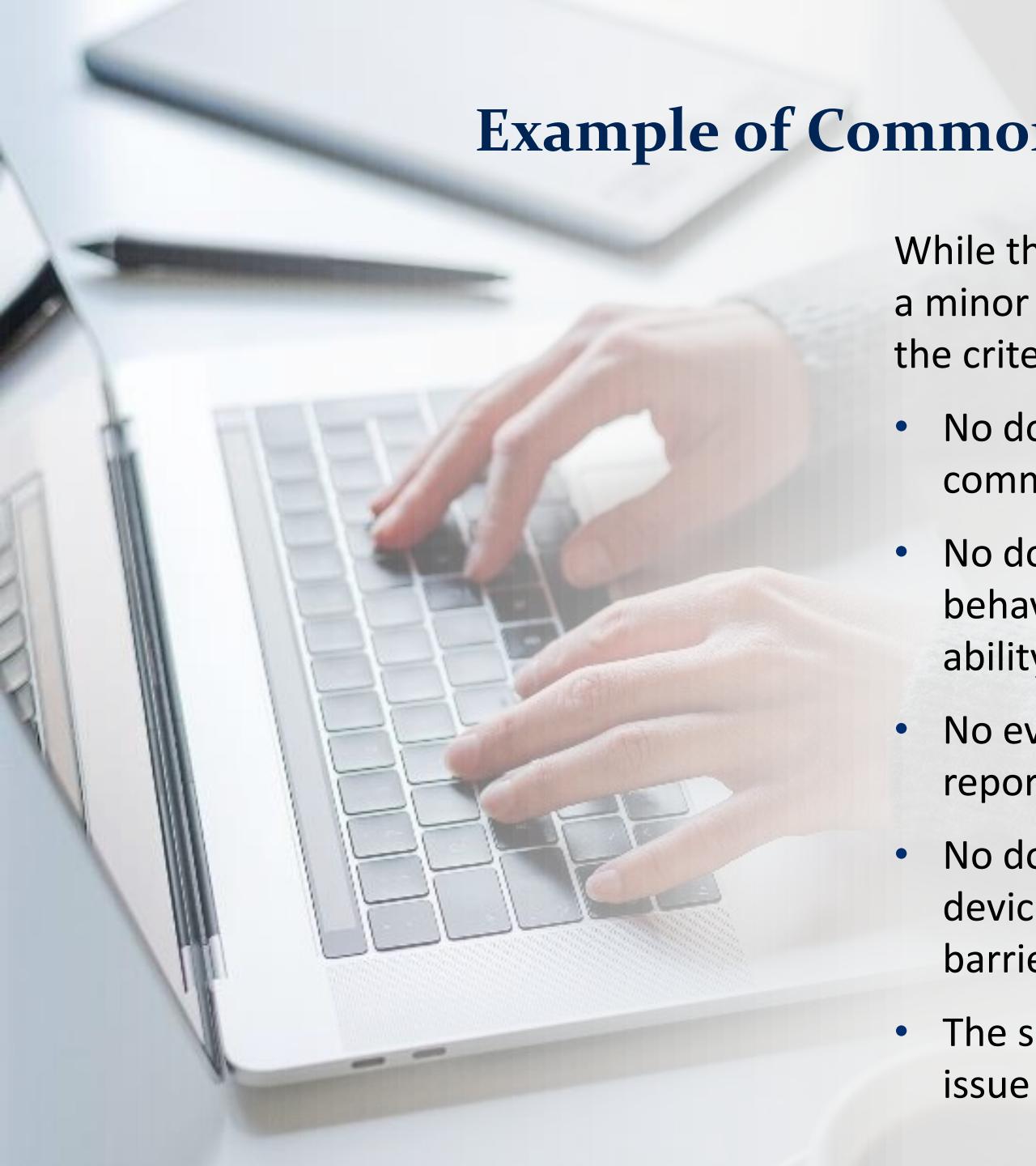
Example:

“2024\_1234\_Rose\_Nyland.pdf”

## PDF Document Sequence

1. Plan for Treatment for the requested date of service with a dated signature from the supervising practitioner
2. Prior Authorization approval notice
3. Comprehensive diagnostic evaluation
4. Visit/Therapy notes in order by date of service
5. Other Documentation needed to support the procedure code billed

**Note:** If all required items are not submitted, the documents do not include a date or signature, or there is a discrepancy in the billing unit, the claim line will be fully denied.



## Example of Common Errors for Interactive Complexity

While there was a billed psychotherapy code, a client who was a minor under parental/guardian care, and a diagnosis that met the criteria, during this session there were:

- No documented need to manage maladaptive communication
- No documentation noting that caregiver emotions or behaviors interfere with the caregiver's understanding and ability to assist in the implementation of the treatment plan
- No evidence or disclosure of a sentinel event that mandated reporting to a third party
- No documented use of play equipment or other physical devices to communicate with the patient to overcome barriers to therapeutic or diagnostic interaction
- The session was performed seemingly without incident or issue

# Common Documentation and Process Errors

No comprehensive diagnostic evaluation completed or attached.



**Diagnostic Evaluation**

**Documentation Dates**



Missing documentation for the dates of service.

The treatment plan is missing from the submitted documentation.



**Treatment Plan**

**Appropriate Diagnosis**



An appropriate diagnosis was not provided on the treatment plan.

Patient Identifiers missing on all pages of the record.



**Patient Identifiers**

**Signatures**



Missing signatures on the Treatment Plan or from the Rendering Provider on Visit/Therapy Notes.

**Billing Units**



Documentation does not support the number of units billed.



## WRAP-UP

## Key Take Aways

Interactive Complexity service necessitates a written Treatment Plan or Plan of Care developed by a qualified practitioner or therapist and signed by the supervising practitioner. This Treatment Plan must incorporate the essential details previously outlined in the presentation

Interactive Therapy and Progress notes must include the patient's identity, the dated signature and position of the rendering provider, and the services provided, including the time in and time out.

When the Interactive Complexity service is rendered, the billing provider should use CPT code 90785. This service is used in conjunction with the codes used for diagnostic psychiatric evaluation, psychotherapy, psychotherapy when performed with an E/M service, and group psychotherapy.

Specific complicating factors must be well documented in the patient record to support the use of this code.



## References

- [BR202209 \(in.gov\)](#) - Documentation Best Practices Bulletin 3/1/2022
- [BR202323 \(in.gov\)](#) - Guidelines for Interactive Complexity Add-On Service Bulletin 6/6/2023
- [Claim Submission and Processing](#) - Provider Reference Module 7/1/2024
- [Provider and Member Utilization Review \(in.gov\)](#) - Provider Reference Module 9/1/2023
- [Section 405 IAC 1-1.4-2](#) - Medical Records and Record Retention
- [Social Security Act §1915 \(ssa.gov\)](#) - Section 1915(c) of the Social Security Act
- [Indiana Medicaid: Providers: IHCP Provider Reference Modules](#) IHCP Provider Reference Manuals, Bulletins, and Banners
- [Behavioral-Health-Services.pdf \(in.gov\)](#) IHCP Provider Reference Module, Behavioral Health Services 7/1/2021
- [Billing and Coding Article](#) – CMS and LCD Guidelines for Psychiatry and Psychology Services 11/28/2024
- [Interactive Complexity Billing and Coding Guidelines](#) – CMS 11/1/2016
- [IHCP Fee Schedules](#) – Current
- [Reporting Interactive Complexity Guidelines](#) - APA 2022
- [Program Integrity website](#)

More training is available on the Program Integrity website:

## Training Resources

- [Q2 2024 Indiana FADS Webinar: Self-Audit Guidance](#)
- [Q2 2024 Indiana FADS Handout: Self-Audit Guidance](#)
- [Q1 2024 Indiana FADS Webinar: Record Retention](#)
- [Q1 2024 Indiana FADS Handout: Record Retention](#)
- [Top 10 Medical Records Review Findings \(June 2022 – June 2023\)](#)
- [Q4 2023 Indiana FADS Webinar: Self-Disclosure Process](#)
- [Q3 2023 Indiana FADS Webinar: Program Integrity Pre-Payment Review](#)
- [Q2 2023 Indiana FADS Webinar: Education Level Modifier Review](#)
- [Q1 2023 Indiana FADS Webinar: Prolonged Services 2023 CPT Update](#)
- [Q3 2022 Indiana FADS Webinar: Attendant Care – Documentation and Payment Error Avoidance Techniques](#)
- [Targeted Probe and Educate \(TPE\)](#)
- [Q4 2021 Indiana FADS Webinar – Clinical Documentation: Standard Practice for Proper Payment](#)
- [Program Integrity 2021 Year in Review – Annual Audit Findings and Tips](#)
- [Fraud and Abuse Detection System \(FADS\) – Audit Process and New Vendor Update](#)
- [Stark Law Overview](#)
- [Dental Provider Documentation Requirements and Billing Guidelines](#)



The image shows a screenshot of the Indiana Medicaid for Providers website. The top navigation bar includes links for Accessibility Settings, Language Translation, and Governor Mike Braun. The main header is "Indiana Medicaid for Providers". Below the header is a navigation menu with icons for Provider Enrollment, Provider References, Provider Education (which is highlighted in green), Business Transactions, Clinical Services, About IHCP Programs, and Contact Information. The main content area features a large image of a medical professional and the text "Program Integrity Provider Education Training". Below this, a sub-navigation bar includes links for Indiana Medicaid, Indiana Medicaid for Providers, Provider Education, and Program Integrity Provider Education Training. A descriptive text box states: "Providers or provider representatives interested in learning more about the Indiana Health Coverage Programs (IHCP) policies and guidelines related to a specific service and/or provider specialty; other program integrity materials." Another text box provides an email address: "ProgramIntegrity.FSSA@state.in.us". To the right of the main content is a large circular logo for the Indiana Family & Social Services Administration (FSSA), with the text "INDIANA FAMILY & SOCIAL SERVICES ADMINISTRATION" around the perimeter and "FSSA" in the center. The logo is overlaid on a background image of diverse individuals, including children and adults, in a medical or office setting. The bottom right corner of the image contains the text "Indiana Health Coverage Programs (IHCP)".

[www.in.gov/medicaid/providers/provider-education/program-integrity-provider-education-training](http://www.in.gov/medicaid/providers/provider-education/program-integrity-provider-education-training)

# Thank you!

Have questions?  
**ProgramIntegrity.FSSA@fssa.in.gov**