

Addendum SPC 505: Nursing Home

Lakeland Care District (LCD) members receiving Nursing Home services shall have an identified outcome that necessitates the provision of Nursing Home services to support this outcome.

The provision of contracted, authorized, and provided Nursing Home services shall be in compliance with the provision of this agreement and the service descriptions and requirements of this section and state licensing criteria.

The provision of Supportive Home Care, Personal Care and Daily Living Skill Training services within a Nursing Home shall be provided under the provision and license of the Nursing Home and shall not be billable under any other service addendum.

Definition

Nursing home is a place where five or more persons who are not related to the operator or administrator reside, receive care or treatment and, because of their mental or physical condition, require access to 24-hour nursing services, including limited nursing care, intermediate level nursing care or skilled nursing services.

A Nursing Home is a state licensed facility under Wisconsin Statutes Section 50.01(3), subject to all the provisions of Chapter DHS 132, except for those provisions that apply only to particular licensure categories, and except for those nursing homes regulated by HFS 134. Nursing homes include those owned and operated by the state, counties, municipalities, or other public bodies. Nursing homes are also subject to the provisions in section 50 Statutes and chapter Comm. 61 to 65, except s. 61.31 (3). Federally certified nursing homes are also subject to the provisions contained in 42 CFR 483.5, 42 CFR 483.10 through 483.75 (Code of Federal Regulations).

Respite Care means care anticipated to be provided for a period of 28 days or less for the purpose of temporarily relieving a family member or other caregiver from his or her daily care giving duties.

Short-term care means recuperative care or respite care.

Standards, Training, and Competency

Standard

Provider agrees to uphold all regulatory requirements within DHS 132, except for those provisions that apply only to particular licensure categories, and except for those nursing homes regulated by HFS 134. Nursing homes are also subject to the provisions in section 50 Statutes and chapter Comm. 61 to 65, except s. 61.31 (3). Federally certified nursing homes are also subject to the provisions contained in 42 CFR 483.5, 42 CFR 483.10 through 483.75 (Code of Federal Regulations).

Provider agrees to retain applicable licensing in good standing during contract period. Evidence of licensing in good standing will be monitored by LCD based on compliance with the following requirements:

1. Providers shall notify Lakeland Care District Provider Network Specialist of any visits by their licensing or other regulatory entities within 3 days from the conclusion of the

visit

- o If a citation is issued then the provider will supply LCD with copy of applicable plan of improvement submitted to the DQA concurrent with submitting to licensing.
 - a. Plan of improvement must demonstrate a systematic change in practices that is reasonably expected to result in an ongoing correction of identified violations.
 - b. LCD reserves the right to require additional plan(s) of improvement from providers as it adheres to this agreement and/or applicable licensing standards. Providers must update the Provider Network Specialists and Quality Specialists when provider appeals the Statement of Deficiency (SOD) from DQA.

Training

Providers shall train all staff in accordance with DHS 132 except for those provisions that apply only to particular licensure categories, and except for those nursing homes regulated by HFS 134 and any other applicable laws, rules and statutes.

1. Provider agency's recording and reporting requirements for documentation of services, critical incident and emergency protocol, handling of complaints, and other procedures and information from the Provider deemed necessary to ensure the safe and appropriate provision of service.
2. Training on the population being served.
3. Training on the provision of the services being provided.
4. Training on the needs, strengths, and preferences of the individual(s) being served.
5. Training of rights and confidentiality of individuals supported.
6. Information and Provider procedure for adherence to the following LCD policies:
 - a. Critical Incident Reporting
 - b. Restraint and Seclusion Policy and Procedure
 - c. Communication Expectations

Competency

Provider shall ensure competency of Nursing Home staff. Competency shall include assurance of the general skills and abilities necessary to perform assigned tasks.

Staff to Member Ratio

The Nursing Home staff to member ratio shall be in accordance with HFS 132 or HFS 134 and any licensure requirements to ensure residents' health and safety needs are met. Facility shall be adequately staffed to meet the needs of residents as defined in their assessments and individual service plans.

Collaboration and Coordination of Care

Through the use of the Resource Allocation Decision method (RAD), the LCD interdisciplinary team (IDT) staff shall assess the member's needs and outcomes to determine the necessity of Nursing Home placement.

1. Prior to admitting a member into a facility the IDT will make a referral to the facility for an assessment. At this time the IDT will share any information, assessment data and/or historical data to assist the facility with their assessment and development of their care plan; the IDT will inform the facility of specific health and safety needs to be addressed.
2. Within 30 days of admission into the facility, the LCD IDT staff will meet with the facility's staff to review the assessment and care plan completed by the facility.

Note: There maybe instances of expedited admission in which case LCD IDT staff would not be able to share the information, assessment data and/or historical data, the specific health and safety needs before admission. The LCD IDT staff will provide this pertinent information within three business days to the facility.

Facility Communication Responsibilities:

Managing routine care as well as emergencies of members:

1. Facility staff will first follow their own established in-house protocol.
2. Facility staff will then inform the IDT of *any member circumstance that would warrant family or physician notification* including the following:
 - a. Changes in:
 - Condition (medical, behavioral, mental)
 - Medications, treatments, or MD order
 - Falls (with or without injury)
 - Urgent Care, Emergency Room or Hospitalization
 - Death: anticipated or unexpected
 - Any other circumstances warranting the completion of a facility incident or event report
 - b. Communication/Coordination—facility staff will collaborate with IDT staff regarding:
 - Initial and all other Care Conferences at minimum every six months
 - MD and other appointments, or need for specialist or ancillary service provider
 - Discharge planning
 - Transition difficulty
 - Medical Equipment or Supplies
 - Hospice referrals

Documentation

Providers shall comply with documentation as required by state certification and this agreement. Each resident shall have a written plan of care that addresses each area of service need being provided. A copy of this care plan shall be provided to LCD IDT staff upon request.

Billable Units

LCD agrees to reimburse provider for authorized services at daily rates as outlined in the Rates and Service Codes Chart of the contract.

RUG Rates

Nursing Homes shall provide a census report on the picture dates of December 1, March 1, June 1, and September 1 to the LCD. The census report is a list of residents for whom LCD is the primary payer on the picture date; the report shall include the RUG-48 level for each resident on that date. This information should be faxed or securely e-mailed to the Accounting Manager, at 920-906-5103, by the fifteen of the month (December 15, March 15, June 15, and September 15). If LCD does not receive the information by the dates listed above, LCD reserves the right to delay payments to the NH.

Using the information sent by the Nursing Home and the RUG-48 rates the LCD obtains directly from the State, the Accounting Manager will calculate an average Nursing Home rate, termed as a “blended rate.” The blended rate will be the maximum rate the LCD will pay for the ensuing

quarter. On residents who are receiving hospice care, the maximum rate paid will be the blended rate less 5%. The Financial Analyst will send rates in written form to each Nursing Home by the first day of the quarter (January 1, April 1, July 1, and October 1).

The RUG-48 rates for each nursing home are provided by the State for the July through June fiscal year. While final rates for the year are not available until several months into the fiscal year, the State does provide interim rates. The blended rates will be based upon the interim rates, until the final rates are available. Upon availability, the final blended rates will be calculated and sent to providers. Retroactive adjustments for claims paid at the interim rates will be made at the request of either the provider, or LCD management.

The LCD reserves the right to audit the RUG Level information of LCD Members. In the event that a facility has no resident for whom the LCD is the primary payer on the picture date, the facility will be asked to provide a copy of their most recent Medicaid rate letter. The Medicaid combined rate effective for the dates of service will be used as an interim rate. A blended rate shall be calculated based upon the next picture date, as previously outlined. The blended rate will apply to the following quarter, and may be retroactively applied to payments made at the Medicaid rate used for the interim. The provider will be notified of the blended rate and the dates to which it is applicable. Retroactive adjustments will not be made automatically, but at the request of either the provider or LCD management.

For example, a provider with a new contract effective April 1 will not have any LCD members in residence at the March 1 picture date. The Medicaid combined rate will be paid on any charges for the quarter of April 1 – June 30. A blended rate will be determined based upon the June 1 picture date, and that rate will apply to both the current quarter, April 1 – June 30, and the following quarter, July 1 – September 30.

NOTE: RUG-48 level must be the RUGs level based on the most recent RUGable MDS as defined by the state.

State of Wisconsin County Skilled Nursing Facilities Only:

Supplemental Payment Expenditure (SPE)

LCD will pay the current SPE portion of the additional reimbursement due to the State of Wisconsin County owned skilled nursing facilities. The SPE will be paid to the State of Wisconsin County Skilled Nursing Facilities only within thirty (30) days after the date that LCD receives the payment.

Bedhold Policy

The LCD/Provider contract with residential providers allows for payment of up to 15 days to hold a member's bed. This payment is to ensure the availability of the member's primary residence during their absence. Bed hold payments are for the explicit purpose of holding the bed for the absent member who plans to return to the facility.

Medicaid certified nursing homes are eligible to receive bed hold payment if their census is at or above 95% occupancy for the previous month or to have had eight vacant beds or less in the previous month to qualify for bed hold coverage. (Medicaid NH Bed hold Criteria). Nursing Homes are contractually obligated to adhere to Medicaid regulations when billing LCD, and therefore will bill LCD when they are at eligible census according to MA regulations.

NH Providers must contact the members IDT staff when a member leaves the NH and the NH meets the requirements.

LCDs fiscal department will reimburse contracted Medicaid certified nursing homes for bed hold payments when an authorized member's stay includes bed hold billable services.

If a request for bed hold payment is past the 15 days, the following process will be followed:

- Consensus by IDT Interdisciplinary Team (IDT), original and secondary facility that return to original facility is likely within 10 more days **and**
- Original facility's occupancy is greater than 95%.

Bed hold payments would not be made in circumstances if the member is not expected to return to the facility. Examples of situations when a bed hold payment would not be warranted include when a member is discharged from the setting at the provider's request, a member elects to move to a different facility, a member goes on vacation, a member attends a camp, a member dis-enrolls from LCD, or the death of member.

Bed hold charges will be paid per the LCD Service Provider contract only when there is agreement on the part of LCD and the provider that the member is expected to return to their current room.

The bed hold days will begin on the first day following the day the member last slept in the original facility. LCD will pay for 15 days at the full daily rate.

Definitions:

Temporarily Absent: The time frame wherein a member with an authorized stay in a LCD contracted licensed facility is not at the facility overnight.

Bed-hold: Payment by LCD to contracted substitute care setting while the member is temporary absent from the facility.

Original Facility: The residential setting that is the member's initial or primary placement.

Secondary Facility: The setting the member is residing in while bedhold payment is being rendered to original facility.

Full Daily Rate: Includes the cost of the Residential Services (Care) rate **and** Room and Board rate.