Service Addendum: **Nursing Home**

The provision of contracted, authorized, and provided services shall be in compliance with the provisions of this agreement, the service description and requirements of this section; and if applicable, state certification and licensing criteria.

Specifics

Providers are subject to the same qualifications as providers under the Medicaid State Plan as defined in Wisconsin State Statute 1915 (c) home and community-based waiver services waivers #0367.90 and #0368.90 required under § 46.281 (1) (c).

The services for which Lakeland Care, Inc. (LCI) is contracting with your organization are noted in the Rates and Service Codes chart attached to the LCI Service Provider Contract.

Timeliness and Access to Service

Providers shall make all reasonable efforts to initiate service provision at the date and time requested by the LCI IDT on behalf of the member. In the event that initiation of the service at the member's preferred time is not feasible, the provider will express such to the LCI IDT, who will arrange an alternative start date of services, or, if necessary, arrange to meet the member's needs by other means.

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 Wisconsin Administrative Rule DHS 132, except for those provisions that apply only to particular licensure categories, and except for those nursing homes regulated by DHS 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 Wisconsin Statutes Chapter 50 and Wisconsin Administrative rules 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).

Nursing home services may be authorized to provide skilled nursing or rehabilitation services aimed at helping a member regain the ability to live more independently in his or her home. Long term nursing home services may only be authorized when:

- The member's LTC outcomes cannot be cost-effectively supported in the member's home, or when the members' health and safety cannot be adequately safeguarded in the member's home; or
- When nursing home services are a cost effective option for meeting the member's long-term care needs.

Nursing homes can be authorized for respite for persons needing respite who require skilled nursing care for a period of 28 days or less.

Standards, Training, and Competency

Providers of services shall meet the standards of this agreement; and if applicable, agree to retain licensing in good standing during contract period.

Provider shall ensure staff providing care to members are adequately trained and proficient in both the skills they are providing and in the needs of the member(s) receiving the services.

Training of staff providing services shall include:

1. Provider agency recording and reporting requirements for documentation, critical incident reporting, and other information and procedures necessary for the staff to ensure the health and safety of member(s) receiving supports.
2. Training on the needs of the target group for the member(s) served under this agreement.
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 on rights and confidentiality of individuals supported.
6. Information and provider procedure for adherence to the LCI policies below:
    a. Incident Management System
    b. Restraint and Seclusion Policy and Procedure
    c. Communication Expectations
    d. Unplanned use of restrictive measure
    e. Confidentiality

Provider shall ensure competency of individual employees performing services to the LCI members. Competency shall include assurance of the general skills and abilities necessary to perform assigned tasks.

Staff to Member Ratio

Provider's staff to member ratio shall be in accordance with state licensure and certification requirements as expressed by ordinance, state and federal rules and regulations applicable to the services covered by this contract. Provider shall be adequately staffed to meet the needs of members as defined in their assessments and individual service plans.

Staffing Assignment and Turnover

The provision of successful services is attributable in large part to the strength of the relationship between a member and the staff directly providing the service. Given this contributory factor, provider agrees to make every effort to match and retain direct care staff under this agreement in a manner that optimizes consistency.

In order to establish and preserve this relationship, providers must take specific precautions to establish and monitor these services. Providers must have a process in place for:

1. Members to provide feedback on their experience with the employees performing these tasks and respond when appropriate.
2. Written information indicating who within the organization to contact with concerns or questions related to the provision of services or direct care staff.

3. Provider will forward documentation and/or feedback to the Interdisciplinary Team (IDT) staff to allow members to express concerns to individuals other than the individual who performs the task.

Changes in staff assignments to specific members and within the organization are at the discretion of the provider. Provider agrees to take member requests for specific staff into consideration when assigning or reassigning staff to specific members and will notify the LCI IDT staff in their reporting of any changes to staff providing services.

Collaboration and Coordination of Care

Through the use of the Resource Allocation Decision method (RAD), the LCI IDT staff shall assess the member's needs and outcomes to determine the amount of services to be authorized. The LCI IDT staff shall exchange pertinent information with the provider at the time the referral is made to assure all health and safety needs are provided during the services. This information exchange shall include the assessed needs and amount of authorized units as it relates to services.

All aspects of service shall be discussed between the LCI IDT staff, member or legal representative, and provider to ensure proper collaboration.

Through the use of the Resource Allocation Decision method (RAD), the LCI IDT staff shall assess the member's needs and outcomes to determine the necessity of placement. Prior to admitting a member into a facility:

1. The IDT will make a referral to the facility for an assessment. At this time the IDT staff 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 staff will inform the facility of specific health and safety needs to be addressed.
2. The Individual Service Plan (ISP) must be reviewed and completed prior to authorization and member moving into the facility.
3. Within 30 days of admission into the facility, the IDT staff will meet with the member and legal representative (if applicable) and facility manager to review the care plan and any updates.

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

Agency Communication Responsibilities:

Providers shall notify the Lakeland Care Inc. Network Quality Specialist (NQS) of any visits by their licensing or other regulatory entities within 3 days from the conclusion of the visit.

- If a citation is issued, then the provider will supply LCI with a copy of the applicable plan of correction submitted to DQA concurrent with submitting to licensing.
    - Plan of correction must demonstrate a systematic change in practices that is reasonably expected to result in an ongoing correction of identified violations.

- LCI reserves the right to require additional plan(s) of correction from providers as it adheres to this agreement and/or applicable licensing standards. Providers must update the NQS and Quality Specialist (QS) when the provider appeals the Statement of Deficiency (SOD) from DQA.

Provider shall ensure a mechanism for recording and reporting to the IDT staff and other appropriate agencies incidents including:

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 an agency incident or event report
   - Unplanned use of restrictive measure

b. Communication/Coordination regarding:
   - Medical Equipment or Supplies
   - Plan of Care development and reevaluation
   - Transition difficulty, discharge planning
   - Ongoing Care Management

Note: Staff will first follow their own established in-house protocol.
Staff will then inform the IDT of *any member circumstance that would warrant family or physician notification* that including, but not limited to, the above circumstances.

Documentation

Providers shall comply with documentation as required by this agreement; *and if applicable*, state licensure and certification requirements as expressed by ordinance, and state and federal rules and regulations applicable to the services covered by this contract.

At any time, the IDT staff may request:
- A written report to enhance the coordination and/or quality of care, which includes:
  - Changes in members' activities
  - List of supportive tasks provided
  - Ongoing concerns specific to the member
  - Additional documentation of the services provided

Each LCI member shall have a developed plan of care specific to their needs which addresses each area of service need being provided. A copy of this care plan shall be supplied to LCI IDT staff.

Billable Units

Provider rates for provision of services will incorporate all administrative and business functions related to the provision of service. Contracted rates include the provision of administrative

functions necessary for services and are not billable beyond units provided to each authorized member.

Providers should reference the Rates and Service Codes chart of the agreement for contract units and rates.

Providers should use increments as listed in the Rates and Service Codes chart to bill LCI up to the authorized number of units for the member. Providers can only bill for services rendered to the member. Provider will refund LCI the total amount of any/all units billed without services rendered to the LCI member.

Providers are required to provide for all identified care needs during the provision of services and are specifically prohibited from billing fraudulently for additional services during the provision of these services.

RUG Rates:

- Nursing Homes shall provide a census report on the picture dates of December 1, March 1, June 1, and September 1 to LCI.
    - The census report is a list of residents for whom LCI 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 fifteenth of the month (December 15, March 15, June 15, and September 15).
    - If LCI does not receive the information by the dates listed above, LCI reserves the right to delay payments to the NH.
- Using the information sent by the Nursing Home and the RUG-48 rates LCI 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 LCI 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 LCI management.
- LCI reserves the right to audit the RUG Level information of LCI Members.
- In the event that a facility has no resident for whom LCI 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 LCI management.

    - For example, a provider with a new contract effective April 1 will not have any LCI 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 RUG MDS as defined by the state.

State of Wisconsin County Skilled Nursing Facilities Only:

- Supplemental Payment Expenditure (SPE)
    - LCI 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 LCI receives the payment.

Bed Hold Policy:

- Nursing Homes are contractually obligated to adhere to Medicaid regulations when billing LCI for bed holds, and therefore will bill LCI when they are at eligible census according to MA regulations.
- Providers must contact the member's IDT staff when a member leaves the NH and the NH meets the requirements for a bed hold. LCI NH Providers are required to submit verification to the LCI Network Relations Division in order for the bed hold claim to be paid.
- If a provider bills and receives the bed hold payment and verification was not submitted, LCI will request the money be returned as Provider did not follow the Medicaid NH Bed Hold Criteria. LCI will hold all future payments until money is returned to LCI.
- Bed hold charges will be paid per the LCI Service Provider contract only when there is agreement on the part of LCI 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. LCI will pay for 15 days at 85% of the daily rate.

Providers are required to provide for all identified care needs during the provision of services and are specifically prohibited from billing fraudulently for additional services during the provision of these services.

Family Care services administered by LCI are funded by state and federal tax dollars though the Medical Assistance program. As a publicly-funded system, LCI strives to maintain the integrity of the program by ensuring that all services are billed as authorized by LCI, and as rendered to our members. LCI ensures this protection, by regularly conducting random reviews of claims submitted by its contracted providers. As provided in the LCI Service Provider Contract, "Amount Paid under Contract Provisions", LCI reserves the right to request verification documentation from providers. This could include but is not limited to: providers' case notes, files, documentation and records

Additional Considerations:

- Services will be provided as identified and authorized by the LCI IDT staff.
- Providers may not limit or deny any LCI member services due to dissatisfaction with their LCI contracted rate.
- LCI pre-authorizes all of its services. If provider bills for more units than authorized without prior authorization, these services may be denied.

Scope of Services

A contract for residential services with Lakeland Care, Inc. (LCI) incorporates the services and supports listed below. This list is not all encompassing, but a listing of general categories and examples of costs typically incurred in each category. Nursing Home settings include the following items and supports:

Physical Environment

1. Physical Space – sleeping accommodations in compliance with facility regulations including access to all areas of facility and grounds.
2. Furnishing – all common area and bedroom furnishings including all of the following: bed, mattress with pad, pillows, bedspreads, blankets, sheets, pillowcases, towels and washcloths, window coverings, floor coverings.
3. Equipment – all equipment that becomes a permanent part of the facility, such as grab bars, ramps and other accessibility modifications, door alarms, pull-stations and/or call lights.
4. Housekeeping services – including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels.
5. Building Maintenance – including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal.
6. Grounds Maintenance – including lawn, shrub, and plant maintenance, snow and ice removal.
7. Building Protective Equipment – carpet pads, wall protectors, baseboard protectors, etc.
8. Building Support Systems – including heating, cooling, air purifier, water and electrical systems installation, maintenance and utilization costs.
9. Fire and Safety Systems – including installation, inspection and maintenance costs.
10. Food – 3 meals plus snacks, including any special dietary accommodations, supplements, and thickeners, and consideration for individual preferences, cultural or religious customs of the individual resident.
11. Telephone and Media Access – access to make and receive calls and acquisition of information and news (e.g. television, newspaper, internet).
12. Medications – including over-the-counter medications.
13. Personal Hygiene Supplies – including toothpaste, shampoo, soap, feminine care products.

Program Services

1. Supervision – adequate qualified staff to meet the scheduled and unscheduled needs of members.
2. Personal Care, Assistance with Activities of Daily Living and Daily Living Skills Training.

3. Activities, Socialization and Access to Community Activities – including facility leisure activities, community activities information and assistance with accessing, and assistance with socialization with family and other social contacts.
4. Health Monitoring – including coordination of medical appointments and accompanying members to medical service when necessary.
5. Medication Management – including managing or administering medications and the cost associated with delivery, storage, packaging, documenting and regimen review.
6. Behavior Management – including participation with the MCO in the development and implementation of Behavioral Support Plans and Behavioral Intervention Plans.
7. Facility Supplies and Equipment – including first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, thermometers, cotton balls, medication and specimen cups, gait belts, etc.
   Disposal Medical Supplies (DMS) and Durable Medical Equipment (DME) providers may reference the Wisconsin Medical Assistance DMS or DME Index at

   https://www.forwardhealth.wi.gov/WIPortal/Tab/42/icscontent/provider/maxFee/maxFeeDownloadsPdfVersions.htm.spage

   a. LCI will allow providers to dispense DMS which would normally be authorized by Medicaid with a physician's prescription without prior authorization (i.e. ostomy).
   b. DME not included in the index does require coordination of care and prior authorization from the IDT Staff (i.e. oxygen usage).
8. Personal Protective Equipment for staff use – including gloves, gowns, masks, etc.
9. OSHA and Infection Control Systems – including hazardous material bags, sharps disposal containers, disposable and/or reusable wash cloths, wipes, bed pads, air quality - free of unpleasant odors and second hand smoke, etc.
10. Resident Funds Management – assistance with personal spending funds, not including representative payee services.

The following costs are *not typically provided* by a facility and are costs incurred by the individual member:

- Member Clothing – shirts, pants, underclothes, socks, shoes, coats.
- Costs associated with community recreational activities – event fees, movie tickets, other recreational activities of the member's individual choosing.
- Provider may terminate service to a member after issuing to the appropriate parties (including the member/legal representative and LCI) a 30-day written notice. The provider shall collaborate with the member/guardian, IDT staff and potential provider(s) in order to ensure a smooth transition for the member, providing service until a new placement is secured. Notice is not required due to death of a resident, or when an emergency termination is necessary to prevent harm to the health and safety of the member or other household individuals.