

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.

Section 1. Service Definition and Description

Nursing home- 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.

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:

- a) The member's LTC outcomes cannot be cost-effectively supported in the member's home
- b) When a member's health and safety cannot be adequately safeguarded in the member's home
- c) When nursing home services are a cost-effective option for meeting the member's long-term care needs
- d) For persons needing respite who require skilled nursing care for a period of 28 days or less.

Lakeland Care, Inc (LCI) follows the standards, guidelines, and descriptions for Nursing Homes outlined within the Wisconsin DHS Family Care Contract, and Wisconsin Administrative Codes DHS Chapter 132 and Chapter 50. 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 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](#)).

Scope of Services: A contract for Nursing Home 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

- a. Physical Space – sleeping accommodations in compliance with facility regulations including access to all areas of facility and grounds.
- b. 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.
- c. 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.
- d. Housekeeping services – including laundry services, household cleaning supplies, bathroom toilet paper and paper towels.
- e. Routine Housekeeping and Sanitation – a clean and sanitary environment in all areas, including member living spaces. This includes the prompt and appropriate cleanup of bodily fluids (e.g., urine, feces, vomit, blood) in accordance with infection control protocols. Providers must ensure that staff are trained and equipped to manage such incidents safely and in compliance with applicable health and safety regulations
- f. Building Maintenance – including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal.
- g. Grounds Maintenance – including lawn, shrub, and plant maintenance, snow and ice removal.
- h. Building Protective Equipment – carpet pads, wall protectors, baseboard protectors, etc.
- i. Building Support Systems – including heating, cooling, air purifier, water and electrical systems installation, maintenance and utilization costs.
- j. Fire and Safety Systems – including installation, inspection and maintenance costs.
- k. 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.
- l. Telephone and Media Access – access to make and receive calls and acquisition of information and news (e.g. television, newspaper, internet).
- m. Medications – including over-the-counter medications.
- n. Personal Hygiene Supplies – including toothpaste, shampoo, soap, and feminine care products.

Program Services

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

- d. Health Monitoring – including coordination of medical appointments and accompanying members to medical service when necessary.
- e. Medication Management – including managing or administering medications and the cost associated with delivery, storage, packaging, documenting and regimen review.
- f. Behavior Management – including participation with LCI in the development and implementation of Behavioral Support Plans and Behavioral Intervention Plans.
- g. Facility Supplies and Equipment – including first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, oxygen monitors, thermometers, cotton balls, medication and specimen cups, gait belts, etc. Other equipment, such as wheelchairs with brakes, footstools, commodes, foot cradles, footboards, under-the-mattress bedboards, walkers, trapeze frames, transfer boards, parallel bars, reciprocal pulleys, suction machines, patient lifts, and Stryker or Foster frames, shall be used as needed for the care of the residents. 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>.
- h. 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).
- i. DME not included in the index does require coordination of care and prior authorization from the IDT Staff (i.e. oxygen usage).
- j. Personal Protective Equipment for staff use – including gloves, gowns, masks, etc.
- k. OSHA and Infection Control Systems – including hazardous material bags, sharps disposal containers, disposable and/or reusable washcloths, wipes, bed pads, air quality - free of unpleasant odors and secondhand smoke, etc.
- l. 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.

Section 2. Rate Setting and Billable Units

The services for which LCI is contracting with provider organizations are noted in the Rates and Service Codes chart attached to the LCI Service Provider Contract. Provider rates for provision of services will incorporate all administrative and business functions related to the provision of service.

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 exchange of information shall include the assessed needs and amount of authorized units as it relates to services.

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

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. Providers will refund LCI the total amount of any/all units billed without services rendered to the LCI member.

Family Care services administered by LCI are funded by state and federal tax dollars through 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 members. LCI ensures this protection by regularly conducting random reviews of claims submitted by its contracted. LCI reserves the right to request verification documentation from providers. This could include but is not limited to case notes, files, documentation, and records. LCI may require providers to present evidence of sufficient financial reserves to operate the facility and meet member needs for at least 30 days without receiving payment for services rendered.

HIPPS Rates

- Nursing Home rates will be determined using the Minimum Data Set (MDS) Nursing home rate methodology in effect for the dates of service, including any retroactive adjustments.
 - Minimum Data Set (MDS) is part of a federally mandated process for clinical assessment of all residents in Medicare or Medicaid certified nursing homes. The MDS determines the HIPPS/PDPM score for the resident, which then determines the rate.
- LCI applies nursing home retroactive rate adjustments within 90 days of DHS posting an updated rate for the nursing home, utilizing provider submitted member acuity information.
- Nursing homes are paid at the appropriate rate for the member specific Health Insurance Prospective Payment System (HIPPS) code.
 - LCI reserves the right to audit the appropriateness and accuracy of claims for LCI Members.

- To access the rates and Facility PopID, go to: <https://www.forwardhealth.wi.gov/WIPortal/Subsystem/Public/NursingHomeRateSchedule.asp>. Providers may also use their National Provider Identifier (NPI) number, which is unique to them, whereas a Pop ID may be shared between entities that are related or undergoing a change of ownership.
- The provider must complete a Member HIPPS Notification Form on our website at: <https://www.lakelandcareinc.com/providers/forms-and-materials/> for all new placements, enrollments in placement, and any changes.
- If a member leaves the Nursing Home or passes away prior to an assessment occurring, providers must bill using the default HIPPS code of ZZZZZ.
- If a member experiences a change in condition, the provider must submit the form with the updated HIPPS to update the rate in the billing portal.

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 Nursing Home and the Nursing Home meets the requirements for a bed hold. LCI Nursing Home providers are required to submit verification to the LCI Provider 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 the provider did not follow the Medicaid Nursing Home 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 first day that a recipient is considered absent from the facility shall be the day the member leaves the facility, regardless of the time of day. The day of return to the home does not count as a bedhold day, regardless of the time of day; LCI will pay for 15 days at 85% of the daily rate.

Billing Codes/SPC/Procedure Codes:

Service Code	Description	Unit
0169	NURSING HOME- HOSPICE	Daily
0185	NURSING HOME BEDHOLD	Daily
0022	NURSING HOME DAILY RATE	Daily
0190	NURSING HOME SUBACUTE CARE (DD)	Daily
0199	NURSING HOME SUBACUTE CARE (Brain Injury)	Daily
0946	NURSING HOME VENT CARE	Daily
A0120	MED RIDE NON-ER	Per Occurrence
S0215	MED MILES NON-ER START MILE 1	Per Mile

*Additional modifiers based on individual rate agreements

- HIPPS codes are to be entered in the HCPCS field in the WPS claims spreadsheet, not in the comments field.
- Please utilize the HCPCS field on the UB04 claim form.
- Claims that do not include a valid HIPPS code in the appropriate field will be denied payment.
- Change in a member's HIPPS code requires a new authorization effective on the date of the change, and a new claim line with the new authorization number.
- Exact dates of service are needed on the claim line.

Transportation

Reimbursement for non-emergency medical transportation (NEMT) is separately billable and reimbursable to Nursing Homes when transportation is provided by the facility or by a common carrier. NEMT is coordinated by the SNF through the use of facility vehicles and staff and/or a common carrier and requires authorization for reimbursement.

Reimbursement requests must be submitted in accordance with Lakeland Care processes. If authorization is required, providers should contact the member's IDT staff, who will follow the RAD process to determine next steps, including approval or issuance of a Notice of Action (NOA).

Section 3. Standards of Service

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

Providers of long-term care services are prohibited from influencing members' choice of long-term care program, provider, or Managed Care Organization (MCO) through communications that are misleading, threatening, or coercive. LCI and/or the Wisconsin Department of Health Services (DHS) may impose sanctions against a provider that does so. Per DHS, any incidents of providers influencing member choice in a Family Care program must be reported to DHS immediately.

Service must be provided in a manner which honors members' rights such as consideration for member preferences (scheduling, choice of provider, direction of work), and consideration for common courtesies such as timeliness and reliability.

Providers must incorporate practices that honor members' beliefs, being sensitive to cultural diversity and diverse cultural and ethnic backgrounds, including supporting members with limited English proficiency or disabilities, and regardless of gender, sexual orientation, or gender identity. This includes fostering attitudes and interpersonal communication styles in staff and providers which respect members' cultural backgrounds.

Section 4. Staff Qualifications, Training, and Competency

Caregiver Background Checks:

Providers will comply with all applicable standards and/or regulations related to caregiver background checks in accordance with Wis. Admin. Code ch. DHS 12. This includes all staff, including prospective substitute staff.

These checks must include the following documents:

- a) A completed Background Information Disclosure (BID), F-82064.
- b) A criminal history search from the records of the Wisconsin Department of Justice Wisconsin Online Record Check System Wisconsin Department of Justice Wisconsin Online Record Check System (WORCS).
- c) A search of the Caregiver Registry maintained by DHS.
- d) A search of the status of credentials and licensing from the records of the Wisconsin Department of Regulation and Licensing, if applicable.

Providers shall review any certifications or licensures held by an individual staff and used in the care of LCI members. Review should occur at regular intervals based on expiration date or annually. This includes validation of driver's license and driving record if staff will be transporting members.

Training

Providers shall ensure competency of individual employees performing services to LCI members. Competency shall include maintaining any required certifications or licenses as well as assurance of the general skills and abilities necessary to perform assigned tasks.

Except in an emergency, before performing any duties, each new employee, including temporary help, shall receive appropriate orientation to the facility and its policies, including, but not limited to, policies relating to fire prevention, accident prevention, and emergency procedures. All employees shall be oriented to residents' rights under s. DHS 132.31 and to their position and duties by the time they have worked 30 days.

Training should also include:

- a) Provider Agency Policies and Procedures, including:
 - i. LCI member and provider rights and responsibilities
 - ii. Record keeping and reporting requirements to include incident reporting
 - iii. Arranging backup services if a caregiver is unavailable
 - iv. Other necessary and appropriate information
- b) Understanding Individuals Served, including:
 - i. Individual-specific disabilities, abilities, needs, functional deficits, strengths, and preferences
 - ii. Person-specific and general training on the target population
- c) Health and Safety Protocols, including:
 - i. Recognizing and responding to conditions that may impact a member's health and safety
 - ii. Recognizing abuse and neglect and reporting requirements
 - iii. Emergency response and member-related incident procedures
- d) Professional Skills and Conduct, including:
 - i. Interpersonal and communication skills for effectively working with members
 - ii. Confidentiality laws and procedures
 - iii. Handling complaints appropriately

If applicable to service provision, training on restraint seclusion and unplanned use of restrictive measures and reporting.

Section 5. Staffing Assignment and Turnover

The 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. The provider shall ensure adequate staffing to meet members' needs as identified in assessments, individual service plans, temporary health or safety situations, the Rate and Service Agreement, and as otherwise necessary to support member well-being. 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, provider agrees to make every effort to match and retain direct care staff under this agreement in a manner that optimizes consistency.

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 LCI IDT in their reporting of any changes to staff providing services

To establish and preserve this relationship, providers must have a process in place for:

- a) Members to provide feedback on their experience with employees performing specific tasks and to respond as appropriate.
- b) Written information indicating who within the organization to contact with concerns, or questions related to the provision of services or direct care staff.
- c) Forwarding documentation and/or feedback to the Interdisciplinary Team (IDT) to allow members to express concerns to individuals other than the staff whom perform the tasks.
- d) Ensuring staff are supervised and assessed for effective collaboration with those they serve by conducting onsite supervision and review.
- e) Addressing performance issues promptly and informing LCI IDT about significant issues that may impact members.
- f) Maintaining effective collaboration and communication between members, IDT, and all other stakeholders.

Section 6. Communication, Collaboration, and Coordination of care

LCI regularly utilizes the following platforms to communicate with Providers:

- a) Provider Network Advisory Committee
- b) Provider newsletter
- c) LCI website
- d) Email notifications
- e) Provider portal
- f) Postal mail

Provider agencies are required to ensure LCI Provider Relations staff, LCI IDT, legal representatives, and other identified individuals identified within the member's team have accurate and current provider contact information to include address, phone numbers, fax numbers, and email addresses.

Providers will notify LCI of formal complaints or grievances received from LCI members within 48 hours of receipt. Written notification of completed complaint investigations will be forwarded to the LCI IDT.

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

The provider shall report to the LCI team when:

- a) There is a change in service provider
- b) There is a change in the member's needs or abilities
- c) The member or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and member)

The provider agency shall give at least 30 days' advance notice to the LCI team when it is unable to provide authorized services to an individual member. The provider agency

shall be responsible to provide authorized services during this time period. The LCI team or designated staff person will notify the provider agency when services are to be discontinued. The LCI team will make every effort to notify the provider at least 30 days in advance.

Member Incidents

Provider agencies shall report all member incidents to the LCI IDT. Providers must promptly communicate with the LCI IDT regarding any incidents, situations or conditions that have endangered or, if not addressed, may endanger the health and safety of the member. Acceptable means of communicating member incidents to the LCI team would be via phone, fax, or email **within one (1) business day**. The provider must include a description of the incident, factors leading up to the incident, and the actions and steps immediately taken by the provider to prevent further harm to or by the affected member(s).

Providers shall record and report:

- a) Changes in:
 - i. Condition (medical, behavioral, mental)
 - ii. Medications, treatments, or MD order
- b) Incidents or suspected incidents of:
 - i. Abuse, neglect, or exploitation
 - ii. Medication errors (with or without harm)
 - iii. Falls (with or without injury)
 - iv. Urgent Care or Emergency Room visits or hospitalization
 - v. Death: anticipated or unexpected
 - vi. Suicide or attempted suicide
 - vii. Accidents
 - viii. Involvement with law enforcement
 - ix. Elopement or missing person
 - x. Emergency or unapproved use of restraints or restrictive measure
 - xi. Fire or other natural disaster affecting the home
 - xii. Any other circumstances warranting an agency incident or event report including news or social media story involving the member, facility, or staff.

Note: *Provider staff will first follow their own established in-house protocols for reporting incidents. Staff will then inform the IDT of any member circumstance that would warrant family or physician notification that includes but is not limited to the above circumstances.*

All reported incidents will be entered into the Adult Incident Reporting System (AIRS) and reported to DHS in accordance with MCO contract requirements. Providers may be asked to provide any additional information or details necessary to complete the investigation of reported incidents. The provider will inform LCI when notifying their

regulatory authority of incidents. A copy of the report may be submitted as a form of notification.

Section 7. Documentation

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

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

At any time, the IDT staff may request:

- a) A written report to enhance the coordination and/or quality of care, which includes:
 - i. Attendance
 - ii. Level of participation
 - iii. Cares provided by program staff (ADLs, IADLs, nursing assessment and intervention)
 - iv. Behavioral interventions
 - v. Significant changes in condition to physical, mental, or emotional health
- b) Changes in members' activities
- c) List of supportive tasks provided
- d) Ongoing concerns specific to the member
- e) Additional documentation of the services provided

The provider agency must maintain the following documentation and make available for review by LCI upon request:

- a) Provider meets the required standards for applicable staff qualification, training, and programming
- b) Verification of criminal, caregiver and licensing background checks as required.
- c) Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents.
- d) Employee timesheets/visit records which support billing LCI.

Section 8. Additional Considerations

- Services will be provided as identified and authorized by LCI IDT staff.
- The Providers are required to comply with all applicable Wisconsin state law regarding Caregiver Background Checks and Wisconsin Administrative Rule DHS 12 as they pertain to services provided to LCI members.
- LCI pre-authorizes all its services. If providers bill more units than authorized without prior authorization, these services may be denied.

- In the case that an LCI member cancels service, the provider must contact the LCI IDT staff. Services cancelled will not necessarily be rescheduled and should not be assumed by the provider.

Provider Tax ID: _____

Authorized Provider Name: _____

Authorized Provider Signature: _____

Date: _____