



SHORTS

ON LONG TERM CARE

News for the North Carolina LTC Community

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My Corner of the Sky

In loving memory of Michael Thomas Brown, my great-nephew.



Ken Burgess

Monday, April 30, 2018 at 4:00 p.m. precisely. It's not a day or moment I'll ever forget. My day began at the office especially early, before 7:30 a.m., and it was breakneck all day long. About 3:30 p.m. or so, I was spent and headed out of my Rocky Mount office a little early. I stopped at the BP station a couple miles from our house in Salem to gas up for Tuesday's trip to Raleigh. As I stood pumping gas outside my car, I could see on my car's front seat my iPhone light up with an incoming call. It was my niece, Jessica.

Honestly, I was so exhausted that I thought "not now, I can't take another call today, not even from my precious niece." Settled back into my car, something told me to quit whining and call my only niece back. Before the first ring was even audible to me, my niece was on the phone screaming "Michael is dead."

"What?" I said, certain I'd heard her wrong. My great-nephew had taken his own life. "You need to come to Virginia." "I'm going to pick up Granny and we're on the way," was all I could muster. That three miles home to pick up my mother seemed like an eternity. I'm sure our neighbors wondered why my little white Buick was careening down our country roads at 80 miles per hour. I didn't notice.

All I could think about was how to tell my mom that her beloved grandson, Michael, the baby child she adored and babysat for 2 years of his young life, was gone at 19.

Honestly, I don't remember much of the next week. It was a blur of disbelief, shock, anger, guilt, funeral planning, ordering Mike's high school pictures,

meeting his friends, school events and, at last, on Friday, a devastatingly beautiful ceremony in the old Battleboro cemetery where I helped carry the coffin of my beloved great-nephew to his final resting place beside my Daddy, his Gray Papa.

I think of myself as a pretty tough old guy, and my family was welded from steel. My maternal family name is Hull, after all and, as Mama's friend likes to say when one of us is being particularly stubborn, "you know the hardest part of a nut is a hull." But nothing prepared any of us for the absolute confusion, disbelief, and grief from Mike's suicide.

I'm sure we aren't the first to say this in such situations, but at least for me, this is the last kid on earth I'd ever think would take his own life. Now, it's true, that Michael was a unique boy. We always said he was born full grown—an old soul in a young body. And, he was persnickety. Oh yes, since I can remember, his clothes had to be a certain way. His hair a certain way. His car a certain way. Everything had to be a certain way and there was no changing his mind or persuading him to a different perspective.

But, that oddness was an absolute part of his amazing charm. My sister Robin, Mike's Nana, always said that Mike came into this world fighting and never really wanted to be here. That said, he was happy, kind, loving, generous, and warm. He could play any instrument and that boy could sing, but only when *he* wanted to. And he loved his family.

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“ Rivers belong where they can ramble
 Eagles belong where they can fly
 I've got to be where my spirit can run free
 Got to find my corner of the sky ”

Song by Stephen Schwartz

Michael Thomas Brown
 Great-Nephew to Ken Burgess
 1999-2018

Continued from page 1

When my niece remarried and moved to Emporia, Virginia, a few years ago, we saw less of the boys - Mike and his brothers. But sometimes, without notice, Michael would just drop by on a day off from one of his part-time jobs he worked while finishing high school. His were no obligatory, quick visits. He came and stayed and stayed. He'd hang out with his beloved Granny for hours, just talking.

For all the fun and music and laughter that was Michael, he was a serious soul. My niece always said that, of her boys, he was the most like me. Not sure what that means, but I always loved hearing it. But, he suffered.

Michael did not see the world in terms of skin color, gender, sexuality, or class. To him, everyone was equal. In fact, he hated racism, sexism, and bigotry profoundly and talked about it often. And he was a tender soul. Things that most kids brushed right off stuck to Michael, and they stuck hard. Maybe too hard.

Like most families that experience teen suicide, we've asked ourselves why, how, what did we miss, where did we fail? Our family's world is forever changed by this, forever.

But I believe there is a light in every darkness. And, Michael was such a light, and remains so today. The outpouring of support from his school mates, teachers, friends and even strangers from his death have been overwhelming. His school held multiple events in his honor, and dedicated their Senior Graduation to him. Mike died just weeks before graduating high school.

My niece talks and writes openly about teen suicide and is working, in Mike's honor, to start a teen suicide program in Emporia, where there is none now. Our family is creating a fund at Haven House Services in Raleigh to help provide stability and security to our community's most vulnerable and at-risk youth. Michael would have wanted that. The child would give his last nickel to a friend in need. And the list goes on. It seems that every day, Michael appears in our world in some strange, magical, beautiful new way. I often wonder if he really understood how much he was loved, by so many, and what a legacy he left behind.

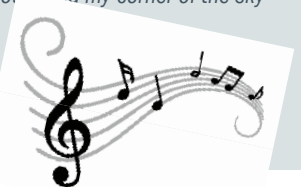
When all is said and done, we each have to make peace with the choice that Michael made. For me, I believe that my nephew saw this world as it should be, a place of beauty and light and joy and song, free from bigotry, hatred, racism, and smallness. When this world could not live up to Michael's awesome expectations of it, he went to one that could. I've often said that my nephew didn't die of a gunshot wound. Not really. He died of a broken heart.

I decided to share Michael's story and that of our family, and to speak openly here about his suicide, in the hopes that someone, somewhere also sees Mike's world, and lives to make it a reality. And, to remind us all to look around, I mean really look, for signs of depression and potential suffering.

As I often do when my own words fail me, I turn to music or poetry to understand and express what's in my mind and heart. One day while I was thinking even more than usual about Michael's passing, I stumbled across

this old song and I thought "that's it." This is what was going on in Michael's head and heart. And I played it over and over again and thought "now, I understand."

<i>Everything has its season</i>	<i>Rivers belong where they can ramble</i>
<i>Everything has its time</i>	<i>Eagles belong where they can fly</i>
<i>Show me a reason and I'll soon show you a rhyme</i>	<i>I've got to be where my spirit can run free</i>
<i>Cats fit on the windowsill</i>	<i>Got to find my corner of the sky</i>
<i>Children fit in the snow</i>	
<i>Why do I feel I don't fit in anywhere I go?</i>	<i>So many men seem destined To settle for something small But I won't rest until I know I'll have it all</i>
<i>Rivers belong where they can ramble</i>	<i>So don't ask where I'm going</i>
<i>Eagles belong where they can fly</i>	<i>Just listen when I'm gone</i>
<i>I've got to be where my spirit can run free</i>	<i>And far away you'll hear me singing</i>
<i>Got to find my corner of the sky</i>	<i>Softly to the dawn:</i>
<i>Every man has his daydreams</i>	<i>Rivers belong where they can ramble</i>
<i>Every man has his goal</i>	<i>Eagles belong where they can fly</i>
<i>People like the way dreams have</i>	<i>I've got to be where my spirit can run free</i>
<i>Of sticking to the soul</i>	<i>Got to find my corner of the sky</i>
<i>Thunderclouds have their lightning</i>	
<i>Nightingales have their song</i>	
<i>And don't you see I want my life to be</i>	
<i>Something more than long...</i>	



These words give me comfort and understanding, ... I sense of commitment to do what I can to make this world a better place. And I hum them often on a starry night as I watch our precious Michael flitting among the stars.

In loving memory of Michael Thomas Brown, my great-nephew. Too tender for this world. Too soon gone.

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Haven House Services: *Strong Youth. Bright Futures.*

www.havenhouseenc.org | Phone: 919.833.3312

Haven House Services strengthens youth and young adults through effective programs, advocacy, and community mobilization.

Haven House Services was founded in 1973 to provide community-based services to at-risk youth and their families in Wake County.

Haven House Services grew out of an incident in 1972 that illuminated the gaps in services for struggling young people in the community.

Rev. Al Dimmock, a local pastor, was volunteering in juvenile court when the court faced the case of a young girl who could not go home, was not appropriate for training school, and had no other options.

This case compelled Rev. Dimmock to create a place of refuge for young people experiencing difficult circumstances. This place became Haven House Services, which was incorporated in 1973. Initially a group home for girls, a group home for boys followed in December 1975.

Diversion Programs

Provide youth and their families options for therapy, skills training, learning resources, and alternative positive social activities.

Intervention Programs

Provide tools, resources, and guidance for vulnerable youth to help keep them out of the court system and prevent gang involvement.

Crisis & Homeless Services

Provide a lifeline to stability and security for youth who have run away, find themselves homeless, or are experiencing crisis.

Here are some ways you can help Haven House

- General office assistance such as answering the phones; filing and file maintenance; shred sensitive and confidential documents; neaten and maintain waiting room and small conference rooms.

- Support Wrenn House and the Outreach Center food pantries: supplement non-perishable food received from the Food Pantry by bringing groceries, including fresh fruits and vegetables, dairy products, and other non-canned items; on a recurring basis.
- Help us manage in-kind donations. You can organize clothes and storage space at our facilities.
- Assistance with fundraising, special events, or grant writing.

Handyman

Volunteers needed for general repairs and office improvements at our three facilities. Individuals needed at least twice a month for 2-4 hours. Must be at least 18 years old and have transportation to and from work site.

Yard Maintenance Volunteer

Volunteers needed for grounds maintenance at Wrenn House. Duties include mowing a small area of lawn, raking leaves, trimming, etc. Individuals needed once a week in the fall to rake and bag leaves and less often in other months. Schedule can be worked out with Wrenn House staff. Must be at least 18 years old and have transportation to and from work site.

If you are looking to volunteer on a one-time or limited basis, you can help by:

- Organizing clothes and storage space at our facilities
- Landscaping at our three facilities: anything from pulling weeds to trimming hedges and general yard maintenance
- Bring lunch on Saturdays for approximately 30 youth who are performing community service work
- Coordinating a healthy snacks drive: collect items such as fruit cups, granola bars, individually wrapped packages of crackers, pretzels, etc.

Suicide Prevention Resources

- National Suicide Prevention Lifeline: 1-800-276-TALK (8255)
- Crisis TEXT Line: text TALK to 741741
- Website for resources depending on your circumstance: <https://afsp.org/find-support/>
- International Survivors of Suicide Loss Day is November 17, 2018: <https://afsp.org/survivor-day/>

Contract Review Tips for Long-Term Care Facilities

By: *Chris Dwight and Iain Stauffer*



A long-term care facility can execute contracts with many different vendors including food product and service vendors, laundry and linen providers, IT companies, and others. Whether working for a single-site operator or a multi-facility system, a thorough review of all contracts and a careful consideration of the “what-ifs” are crucial steps. Too often, the language and terms of a contract are only carefully reviewed *after* an issue arises. By then, it may be too late. Not all problems can be prevented but there are steps that you can take in the contracting process to reduce risks. Below are eight key tips to help with your contracting process.

Define the contract. A contract can be a single piece of paper, a hundred or more pages, or even an oral agreement. It is important to remember that a contract, in whichever form, is an agreement that creates a legally enforceable obligation in exchange for a benefit. With vendors, this most often is the supply of a product or a service in exchange for payment by the long-term care facility.

While one form of a contract may be more appropriate than others in certain situations, facilities should always reduce the contract to written form. When the contract is in writing, it is easier to identify and define the terms. This will help reduce any uncertainties and confusion. Also, do not agree to a vendor’s request to “work it out later.” You should insist that all terms be in place and in writing for review before signing the contract.

Contract Intake. Facilities should have an established policy that includes the procedure for contract review and the individuals in the organization who need to be involved. The procedure should include a specific process for the intake, initial review, and advancement of all contracts through the organization. In addition, all facilities should designate a person to conduct the initial review of a contract.

At this stage, there is also an opportunity to involve legal counsel as necessary, depending on the complexity of the contract being reviewed.

Own the review process. When reviewing a contract, never forget that the details matter. This includes often overlooked items such as names and dates. When these are omitted, it’s difficult to tell when the contract term begins and, sometimes, even if it’s enforceable.

Make sure to clarify the legal name of the entities that are involved with the contract, especially when a “Doing Business As” or “DBA” title might apply. It is important that the legal name of a company be set out. Remember, the contract is a legally enforceable agreement so you want to be sure the parties are properly identified.

Verify that the dates reflect when the obligations and benefits of the agreement become effective. Work with the vendor to assure clarity for the dates and this will help reduce the potential for uncertainty later. A discrepancy can easily become an issue later when you least expect it.

Many contracts start with areas pre-filled, and those should be carefully reviewed. A vendor might claim that certain terms cannot be changed. However, question and seek to negotiate changes when the terms are not suitable to the facility’s needs.

In addition, after you receive the complete contract signed by all parties, always take another look at the final copy to make sure that no unwanted or unexpected extras have appeared.

Who has authority? It is important that a facility knows who is and is not authorized to sign a contract on behalf of the organization. This can be different people based on the type of contract. However, it is important that the facility has designated those individuals so that the established procedures can be followed.

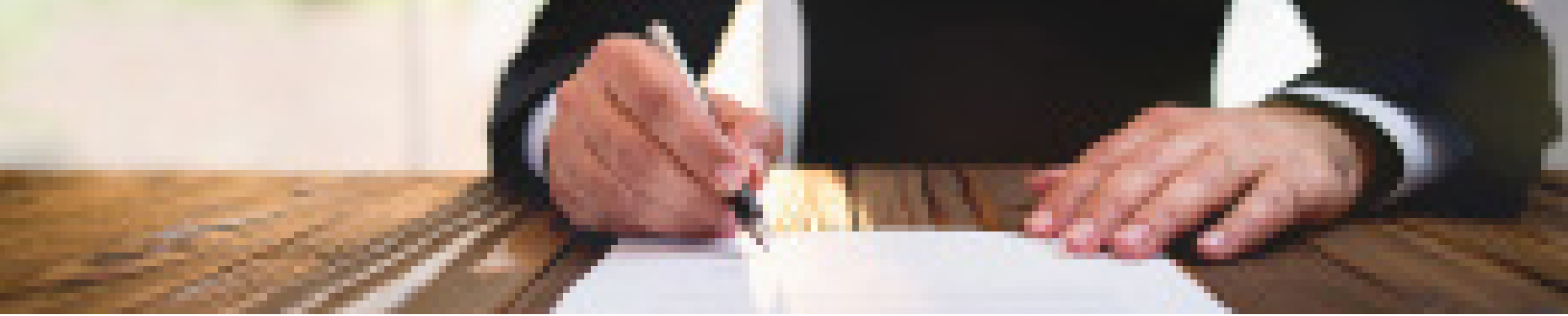
Please note that a contract, even when signed by a person without authorization, might still be enforceable against the organization. This emphasizes the importance of having policies and procedures in place to assure that the contracting process is followed and contracts are reviewed and signed by authorized individuals.

Pay attention to the length of the contract term. The contract term is the stated period of time the contract covers. At the conclusion of the term, the contract expires unless the parties renew the contract, negotiate an extension, or enter into a new contract. Beware, however, because some contracts contain “automatic renewal” provisions, meaning that unless one party gives notice of nonrenewal within a defined time frame, the contract automatically renews for a defined period or periods of time.

When reviewing the contract term, consider how long you might need the service or product and how long you want to remain obligated by the contract. For instance, a contract with a longer term can provide a facility with certainty because it has secured the services of the vendor for a specific period at a specific cost or rate. However, a long-term contract also locks in the facility and it could be forced to remain with a poorly performing vendor. On the other hand, a contract with a short term provides less certainty for the facility but avoids a lengthy relationship without the need to terminate the contract based on poor performance.

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What are the termination provisions? Another contract provision to pay careful attention to are the termination provisions. A termination clause provides the method for a party to end a contract prior to its expiration. There are generally two types of termination provisions: for cause and without cause.

Generally, a termination for cause occurs when one party is non-compliant with terms of the contract which causes the other party to want to end the contract. A termination without cause or for convenience on the other hand is when one or both parties simply want to end the contract early.

Both for cause and without cause termination provisions generally have notice requirements. This means that the party seeking to terminate the contract must provide notice a certain number of days in advance to the other party. The respective notice periods for termination can differ, and the exact language should be consulted before giving notice. Never assume that notice periods are the same.

When reviewing these provisions, pay close attention to the termination provisions so that you know when you and the vendor may end the contract. Also, it is important to be aware of the length of the notice period so that you have enough time to locate and secure another vendor but not so long that you might have to continue dealing with a troublesome vendor for an inconvenient period of time.

Dispute resolution and venue. These provisions will most likely only arise when there is a dispute between the parties. Hopefully these provisions will not be used, but it is wise to be aware what restrictions or provisions are in place regarding how and where disputes would be resolved if a problem does arise.

For instance, check to see if the contract specifies where a dispute must be resolved, or the venue. If you and the vendor are not based in the same area, then the venue, or location for the dispute resolution, could be complicated. The vendor would most likely want the venue to be in a location close to its headquarters which might not be close or convenient for the facility.

With dispute resolution, the provision could require a party to use arbitration instead of filing a lawsuit. The vendor preparing the contract might have boilerplate language associated with dispute resolution and venue, however, this should be considered negotiable in review and preparation of the final contract. It is important to be familiar with these provisions when entering a contract in the event issues arise.

Organize, Organize, Organize! Once the contract has been signed by all parties and is in effect, it is important to conclude your contract procedures with the filing and storage of a fully executed copy. In the event questions or issues arise with the other party's performance, you want to have access to a complete and legible copy of the contract.

Secure digital solutions are becoming a must for storage, especially when replacing outdated paper storage. In addition, all facilities should maintain a contracts calendar to include payment schedules, termination dates, renewal and notice deadlines, and any other important dates relevant to the context of the contract.

Conclusion. When it comes time to contract with a vendor, it is important for you to follow your facility's policies and procedures for contracting, take time to review the contract, and verify that it reflects all the negotiated terms before signing. Some of these practices seem simple and straightforward, but it is important to have a consistent and thorough process to identify contract issues and to help minimize any problems. These reminders will help reduce surprises and avoid costly mistakes. If you have any questions during the review of a proposed or existing contract, seek guidance from legal counsel.



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Smile, You're On Candid Camera:

The Perils and Pitfalls of Allowing Cameras and Recording Devices in SNFs

By: Ken Burgess

Recent high-profile stories of family members secretly recording inside skilled nursing facilities (SNFs) and then sharing those recordings with the media or trying to use them in court proceedings against providers have renewed the focus on so-called “Granny Cams,” or recording devices that capture and save images or sounds of residents. I've worked on the Granny Cam issue off and on for nearly 30 years. Back in the day, our concern and our focus was on big, lumbering, easy-to-spot cameras mounted on the walls of resident rooms where data was stored on hard drives or disks only.

Today, the prevalence and low cost of iPads, iPhones, smart speakers with memory functions, “stealth” devices designed solely to permit recording without being detected, and “cloud storage” have reawakened interest in this issue. And, our societal addiction to being constantly connected and visible to one another, either actually or virtually, and the wave of Baby Boomers arriving at SNFs have once again ignited a debate about Granny Cams in SNFs and whether providers must, or even should, permit the installation or use of recording devices on their property.

Families wanting to install or use recording devices in SNFs are not, by and large, mean-spirited people with nefarious motives. In fact, they're usually making what they view as a perfectly reasonable request, and are often surprised when the answer is “no.” Typical reasons families give for wanting Granny Cams include:

- “I live far away and this helps me stay in touch with Mom.”
- “Other facilities allow granny cams - I saw it on 60 Minutes!”
- “I want to keep an eye on Mom, because she tries to get up a lot, or to monitor her progress, or to 'help' your staff.”
- “Don't you want us to see what you're up to? I thought you encouraged family involvement?”
- “What are you people trying to hide?”

Any consideration of whether to permit “Granny Cams” in skilled nursing facilities must begin with a discussion of CMS's regulations governing resident privacy and confidentiality. Those regulations, and CMS's expansive

Interpretive Guidelines, apply to every Medicaid- and Medicare-certified SNF. Here's what CMS says about resident privacy confidentiality at 42 CFR 483.10(h) and FTag 583:

- Confidentiality is defined as safeguarding the content of information about a resident, including video, audio, or other computer stored information.
- A resident has the right to privacy and confidentiality of all aspects of care and services, and the right to personal privacy regarding his body and personal space, including accommodations and services.
- Photographs or recordings of a resident and her private space without consent is a violation of the resident's privacy rights,
 - Including unauthorized pictures of a resident's room or furnishings, even if the resident is not pictured, and
 - Including a resident eating in the facility dining room, or
 - Participating in activities in common areas.
- Taking any unauthorized recordings or pictures of residents (via camera, smart phone, other e-devices) and/or keeping or distributing them through multimedia or social media is a regulatory violation.

In short, not only does CMS not require SNFs to install Granny Cams or to permit their use, CMS makes it pretty hard to imagine how a facility can permit the use of recording devices and still honor this broad and sweeping definition of resident privacy. Practically speaking, how can a SNF honor these broad privacy obligations and still permit recording, even in a resident's private room where other residents may come in and out freely and, with some exceptions, are permitted to do so if the resident living there consents?

Still, a handful of states either permit (with limitations) or require SNFs to install recording devices with the consent of residents or their authorized representatives. As of July 2018, eight states have laws expressly regulating the use of Granny Cams in SNFs. North Carolina is not one of them.

North Carolina licensure laws for SNFs (and Assisted Living Communities, by the way) do not require any long term care facility to permit the use or installation of audio or video recording devices in their facilities. SNFs and assisted living communities, while they are licensed by the State and may receive state/federal public funding, are still private property. As such, owners/operators can prohibit any activity on their premises which they are not required by law to provide or allow.

So, in summary, here are some things you need to know about Granny Cams and some of our related recommendations:

- Neither federal nor North Carolina law requires SNFs to install recording/monitoring devices in their facilities when requested by residents or families to do so.
- Also, SNFs are not required by state or federal law to permit third parties, including employees, residents, families, responsible parties, ombudsmen, or contractors to install recording devices or use them in an SNF, including in residents' rooms.
- *If you elect to install them, they should be limited to common areas where their purpose is the safety and security of residents, staff, and visitors.*
 - Providers who choose to install recording devices in common areas should remember CMS's warnings about unauthorized pictures and recordings of residents taken without their consent, even in public spaces.
- Whether or not you elect to permit the use of these devices in your facility, have a clear policy setting forth your position and any limitations to it, and enforce it strictly.
- Make sure your employees understand, and are periodically reminded of your policy against unauthorized audio or video recording of residents, visitors, or other staff in your facility. Some of the most egregious privacy violations on record involve staff members posting inappropriate pictures of residents on social media. North Carolina's so-called Ag-Gag Law, found at N.C. Gen. Stat. 99A-1, arguably subjects employees to monetary damages and other civil remedies for taking, posting, or using unauthorized pictures or data from an employer's premises without authorization or placing on an employer's premises unattended cameras or other recording devices. Make sure your employees know about this law.

- Be prepared to respond to residents, families, or other well-intentioned third parties who may challenge your refusal to permit their recording device while they're standing there, talking to you, and looking up at yours. In our experience, educating residents and families on your legal obligation to protect and safeguard your residents – a legal obligation that neither the resident nor family shares – is the most powerful response to Granny Cam requests, and sharing with residents and families the actual text of the CMS regulations and Interpretive Guidelines we've included above is an effective way to do it.

The vast majority of our clients have opted not to permit the installation or use of audio or visual recording devices in their facilities by anyone other than authorized staff for authorized purposes. To be clear, SNFs are not required to opt for that choice and can freely choose to permit the use of such devices *if* they can figure out a way to both permit such devices and comply with CMS's expansive definition of "privacy and confidentiality" set forth at FTag 583.



KEN BURGESS is a health care attorney with over 30 years of experience advising clients on a wide range of regulatory, litigation, compliance, and operations issues. His practice focuses heavily, but not exclusively, on issues affecting long term care and acute care providers. You can reach Ken at 919.783.2917 or kburgess@poynerspruill.com.





The OIG Updates Its Work Plan to Include Additional Focus on Nursing Facilities' Staffing

By: *Iain Stauffer*

The U.S. Department of Health and Human Services (DHHS) Office of Inspector General (OIG) recently updated its Work Plan in August 2018 to add an additional topic focusing on nursing facilities that receive Medicare and Medicaid reimbursement. The Work Plan describes new and ongoing OIG audits and evaluations for DHHS programs and operations, including Medicare and Medicaid. The OIG updates its Work Plan throughout the year and the release of an update provides an opportunity for nursing facilities to review their own operations and practices in order to identify areas for compliance improvement.

The OIG conducts investigative activities that involve allegations of fraud, waste, and abuse in all of DHHS's programs. Medicare and Medicaid constitute a significant amount of its work. Areas that the OIG can investigate include billing for services not rendered, provision of medically unnecessary services and misrepresented services, patient harm, and the solicitation and receipt of kickbacks. In addition to performing investigations, the OIG is also involved in facilitating compliance in the health care industry and the exclusion of individuals and entities from participation in Medicare, Medicaid, and other Federal health care programs.

The active OIG Work Plan previously identified several risk areas for Skilled Nursing Facilities (SNF) and Nursing Facilities (NF) in the Medicare and Medicaid programs. Those areas already under review include: unreported incidents of potential abuse and neglect; facility reimbursement; prospective payment system requirements; and potentially avoidable hospitalizations of nursing facility residents.

In August, the OIG added a new topic to the Work Plan which will focus on the Centers for Medicare and Medicaid Services (CMS) oversight of nursing facility staffing levels. The overall concern is the impact of staffing levels on residents' quality of care. The Medicare requirements of participation include that a facility must provide sufficient nursing staff on a 24-hour basis and a registered nurse for at least eight consecutive hours per day, seven days a week.

With this new topic, the OIG will be examining nursing staffing levels that are reported by facilities electronically to CMS's Payroll-Based Journal. In addition, the review will address the efforts by CMS to ensure data accuracy and improve quality of care by examining the enforcement of minimum requirements and incentivizing high quality staffing above minimum requirements.

To further emphasize the increased focus on staffing level requirements, this addition to the OIG Work Plan comes less than four months after the issuance of letter QSO-18017-NH from the CMS Director of the Quality, Safety and Oversight Group to State Survey Agency Directors. That letter addressed the transition to Payroll-Based Journal Staffing Measures, staffing data audits, and the requirement for registered nurse staffing in facilities.

What should you do with this information?

The Work Plan provides insight into the areas that could come under scrutiny and ultimately can help guide internal compliance activities for your facility.

These audits and evaluations by the OIG serve as an important reminder that facilities must remain vigilant with their reporting and documentation. Also, it is essential that facilities are familiar with applicable requirements for the provision of services, especially staffing, and remain current with policies, rules, and regulations. The recent issuance of letter QSO-18017-NH in April and the addition to the Work Plan in August indicates it is also a good time for SNFs and NFs to review their compliance plan and internal policies to verify that they address all necessary requirements for the provision of services.

Facilities should review their operations and take the necessary steps now to be better prepared to provide proper and quality care, to achieve and maintain compliance in the current regulatory and audit environment, and to minimize their chances for negative audit findings or rating system scores.



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