

ISSUE

Did Respondent properly deny Petitioner's request to pay for his respite stay at Regency at Canton beyond May 31, 2024?

FINDINGS OF FACT

The Administrative Law Judge, based upon the competent, material and substantial evidence on the whole record, finds as material fact:

1. Respondent is a service provider through the Program of All-Inclusive Care for the Elderly (PACE).
2. Petitioner was enrolled to receive services through Respondent.
3. Petitioner is REDACTED years old.
4. Petitioner was living in an assisted living facility at Mission Point.
5. Respondent transferred Petitioner to a skilled nursing facility at Mission Point following Petitioner's falls.
6. On REDACTED 2024, Petitioner was admitted to a hospital after he fell again.
7. On REDACTED, 2024, Petitioner was transferred from the hospital to Regency at Canton for rehabilitation therapy.
8. On or about REDACTED 2024, Petitioner was ready to be discharged from Regency at Canton.
9. When Petitioner was ready to be discharged from Regency at Canton, Respondent contacted the long-term care facilities that it was contracted with, and only one facility was able to accept Petitioner at that time. SKLD of Plymouth was the only facility that was able to accept Petitioner at that time.
10. On May 28, 2024, Respondent arranged to have Petitioner admitted at SKLD of Plymouth on May 31, 2024.
11. On May 28, 2024, Respondent notified Petitioner's family that SKLD of Plymouth was the only facility that was able to accept Petitioner.
12. On May 29, 2024, Petitioner's family visited SKLD of Plymouth and discussed Petitioner's needs. Petitioner's family informed SKLD of Plymouth that Petitioner needed to sleep in a Geri chair at a nurse's station because he was at risk of falling and needed continuous supervision. SKLD of Plymouth informed Petitioner's family that it would not be able to accommodate Petitioner's needs because it did not have a nurse's station. SKLD of Plymouth discussed alternative solutions, but Petitioner's family was insistent that Petitioner needed to sleep in a Geri chair at a nurse's station because he was at risk of falling. Petitioner's family and SKLD of Plymouth agreed that SKLD of Plymouth could not meet Petitioner's needs.

13. On May 29, 2024, Petitioner's family emailed Respondent and let Respondent know that Petitioner's family felt like Petitioner's needs would be better served at the long-term care facility at Mission Point. Petitioner asked Respondent to make a referral to Mission Point. Respondent responded by informing Petitioner's family that Respondent did not have a contract for long-term care with Mission Point, so it could not make a referral to Mission Point. Respondent further advised Petitioner's family that SKLD of Plymouth was Petitioner's only option, and Respondent could not delay Petitioner's discharge. Respondent informed Petitioner's family that Petitioner would be responsible for the cost if Petitioner stayed at Regency at Canton.
14. On May 29, 2024, SKLD of Plymouth contacted Respondent and informed Respondent that it could not accept Petitioner. SKLD of Plymouth decided that it could not accept Petitioner based on the conversation it had with Petitioner's family.
15. On May 29, 2024, Respondent advised Petitioner's family that Petitioner would incur the cost of staying at Regency at Canton if Petitioner continued to stay at Regency at Canton beyond May 31, 2024.
16. On June 5, 2024, Mission Point informed Respondent that it could accept Petitioner the following day.
17. Petitioner stayed at Regency at Canton until REDACTED 2024.
18. On REDACTED 2024, Petitioner was discharged to a long-term care facility at Mission Point.
19. On June 6, 2024, Petitioner's interdisciplinary team (IDT) denied Petitioner's request to pay for his respite stay at Regency at Canton from June 1, 2024, through June 6, 2024. Petitioner's IDT determined that Petitioner's respite stay was extended beyond May 31, 2024, due to Petitioner's family's interference with discharge plans.
20. Petitioner requested a hearing to dispute the denial.

CONCLUSIONS OF LAW

The Medical Assistance Program (MA) is established pursuant to Title XIX of the Social Security Act and is implemented by Title 42 of the Code of Federal Regulations (CFR). It is administered in accordance with state statute, the Administrative Code, and the State Plan under Title XIX of the Social Security Act Medical Assistance Program.

Petitioner was receiving services through PACE, a program that provides comprehensive care for older adults through Medicaid and Medicare to enhance their quality of life, maximize dignity and respect for them, enable them to live in their

community as long as socially feasible, and preserve and support their families. 42 CFR 460.4(b). PACE services provide an alternative to traditional nursing facility care. *MDHHS Medicaid Provider Manual* (October 1, 2024), Program of All-Inclusive Care for the Elderly Chapter, Section 1, p. 1. When an individual enrolls in PACE, PACE becomes the sole source of services for Medicaid and Medicare for the individual. *Id.* at Section 2, p. 2. Petitioner enrolled in PACE, and Respondent was Petitioner's PACE service provider.

In this case, Petitioner is disputing Respondent's decision to deny his request to pay for his respite stay at Regency at Canton beyond May 31, 2024. Petitioner presented sufficient evidence to establish by a preponderance of the evidence that Respondent's decision was improper. Therefore, Respondent's decision must be reversed.

Each participant in the PACE program has the right to considerate and respectful care from all PACE employees and contractors at all times and under all circumstances. 42 CFR 460.112(a). Each participant has the right to receive all care and services needed to improve or maintain the participant's health condition and attain the highest practicable physical, emotional, and social well-being. 42 CFR 460.112(a)(1).

On REDACTED 2024, Petitioner was admitted to a rehab facility, Regency at Canton, after he was discharged from the hospital. Following Petitioner's admission to the rehab facility, Petitioner and Respondent felt it would be best to have Petitioner admitted to a long-term care facility upon his discharge from the rehab facility. On or about May 23, 2024, Petitioner was ready to be discharged from the rehab facility, so Respondent contacted the long-term care facilities that it was contracted with to find a long-term care facility that would accept Petitioner. Respondent was contracted with a limited number of long-term care facilities, and only one was willing to accept Petitioner at that time. The long-term care facility that was willing to accept Petitioner at that time was SKLD of Plymouth. On May 28, 2024, Respondent notified Petitioner's family that Respondent was going to have Petitioner admitted to SKLD of Plymouth on May 31, 2024.

On May 29, 2024, Petitioner's family visited SKLD of Plymouth to ensure that the long-term care facility could meet Petitioner's needs. Petitioner's family informed SKLD of Plymouth that Petitioner needed to sleep in a Geri chair at a nurse's station because he was at risk of falling and needed continuous supervision. SKLD of Plymouth informed Petitioner's family that SKLD of Plymouth could not accommodate Petitioner's needs because SKLD of Plymouth did not have a nurse's station. Petitioner's family and SKLD of Plymouth agreed that SKLD of Plymouth could not meet Petitioner's needs.

When the long-term care placement at SKLD of Plymouth fell through, Respondent informed Petitioner's family that Petitioner would be responsible for the cost of staying at Regency at Canton after the date that Petitioner was supposed to transfer to SKLD of Plymouth (May 31, 2024) because Petitioner's family caused the placement at SKLD of Plymouth to fall through. Respondent asserted that Petitioner's family caused the placement at SKLD of Plymouth to fall through by interfering with discharge plans.

Petitioner had the right to have his family advocate for the highest practicable care for him, and Petitioner's family advocated for Petitioner by visiting SKLD of Plymouth to ensure that the long-term care facility could meet Petitioner's needs. Petitioner's family did not interfere with discharge plans when it visited SKLD of Plymouth. Petitioner's family and SKLD of Plymouth agreed that SKLD of Plymouth could not meet Petitioner's needs. Thus, Petitioner's placement at SKLD of Plymouth did not fall through due to Petitioner's family's interference. Petitioner's placement at SKLD of Plymouth fell through because SKLD of Plymouth could not meet Petitioner's needs. Therefore, Respondent erroneously determined that Petitioner's placement at SKLD of Plymouth fell through due to Petitioner's family's interference.

Respondent denied Petitioner's request to pay for his respite stay at Regency at Canton beyond May 31, 2024, because Petitioner's placement at SKLD of Plymouth fell through due to Petitioner's family's interference. However, Respondent erroneously determined that Petitioner's placement at SKLD of Plymouth fell through due to Petitioner's family's interference. Therefore, Respondent's decision must be reversed.

DECISION AND ORDER

The Administrative Law Judge, based on the above findings of fact and conclusions of law, decides that Respondent did not properly deny Petitioner's request to pay for his respite stay at Regency at Canton beyond REDACTED 2024.

IT IS ORDERED that Respondent's decision is REVERSED. Respondent shall not hold Petitioner responsible for the cost of his respite stay at Regency at Canton from REDACTED 2024, through REDACTED 2024. Respondent shall begin to implement this decision within 10 days from the date of mailing of this decision and order.