

106TH CONGRESS
2^D SESSION

H. R. 5042

To amend title XVIII of the Social Security Act to protect the right of a Medicare beneficiary enrolled in a Medicare+Choice plan to receive services at a skilled nursing facility selected by that individual.

IN THE HOUSE OF REPRESENTATIVES

JULY 27, 2000

Mr. HOBSON (for himself and Ms. PRYCE of Ohio) introduced the following bill; which was referred to the Committee on Ways and Means, and in addition to the Committee on Commerce, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To amend title XVIII of the Social Security Act to protect the right of a Medicare beneficiary enrolled in a Medicare+Choice plan to receive services at a skilled nursing facility selected by that individual.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Seniors Healing at
5 Home Act of 2000”.

1 **SEC. 2. PROVIDING CHOICE FOR SKILLED NURSING FACIL-**
2 **ITY SERVICES UNDER THE**
3 **MEDICARE+CHOICE PROGRAM.**

4 (a) IN GENERAL.—Section 1852 of the Social Secu-
5 rity Act (42 U.S.C. 1395w–22) is amended by adding at
6 the end the following new subsection:

7 “(1) RETURN TO HOME SKILLED NURSING FACILI-
8 TIES FOR COVERED POST-HOSPITAL EXTENDED CARE
9 SERVICES.—

10 “(1) ENSURING RETURN TO HOME SNF.—

11 “(A) IN GENERAL.—A Medicare+Choice
12 organization offering a Medicare+Choice plan
13 that provides for coverage of post-hospital ex-
14 tended care services shall provide for such cov-
15 erage through a home skilled nursing facility if
16 the following conditions are met:

17 “(i) ENROLLEE ELECTION.—The en-
18 rollee elects to receive such coverage
19 through such facility.

20 “(ii) SNF AGREEMENT.—The facility
21 has a contract with the Medicare+Choice
22 organization for the provision of such serv-
23 ices, or the facility agrees to accept sub-
24 stantially similar payment under the same
25 terms and conditions that apply to simi-
26 larly situated skilled nursing facilities that

1 are under contract with the
2 Medicare+Choice organization for the pro-
3 vision of such services and through which
4 the enrollee would otherwise receive such
5 services.

6 “(B) MANNER OF PAYMENT TO HOME
7 SNF.—The organization shall provide payment
8 to the home skilled nursing facility consistent
9 with the contract or the agreement described in
10 subparagraph (A)(ii), as the case may be.

11 “(2) NO LESS FAVORABLE COVERAGE.—The
12 coverage provided under paragraph (1) (including
13 scope of services, cost-sharing, and other criteria of
14 coverage) shall be no less favorable to the enrollee
15 than the coverage that would be provided to the en-
16 rollee with respect to a skilled nursing facility the
17 post-hospital extended care services of which are
18 otherwise covered under the Medicare+Choice plan.

19 “(3) RULE OF CONSTRUCTION.—Nothing in
20 this subsection shall be construed to do the fol-
21 lowing:

22 “(A) To require coverage through a skilled
23 nursing facility that is not otherwise qualified
24 to provide benefits under part A for medicare

1 beneficiaries not enrolled in a Medicare+Choice
2 plan.

3 “(B) To prevent a skilled nursing facility
4 from refusing to accept, or imposing conditions
5 upon the acceptance of, an enrollee for the re-
6 ceipt of post-hospital extended care services.

7 “(4) DEFINITIONS.—In this subsection:

8 “(A) HOME SKILLED NURSING FACIL-
9 ITY.—The term ‘home skilled nursing facility’
10 means, with respect to an enrollee who is enti-
11 tled to receive post-hospital extended care serv-
12 ices under a Medicare+Choice plan, any of the
13 following skilled nursing facilities:

14 “(i) SNF RESIDENCE AT TIME OF AD-
15 MISSION.—The skilled nursing facility in
16 which the enrollee resided at the time of
17 admission to the hospital preceding the re-
18 ceipt of such post-hospital extended care
19 services.

20 “(ii) SNF IN CONTINUING CARE RE-
21 TIREMENT COMMUNITY.—A skilled nursing
22 facility that is providing such services
23 through a continuing care retirement com-
24 munity (as defined in subparagraph (B))

1 which provided residence to the enrollee at
2 the time of such admission.

3 “(iii) SNF RESIDENCE OF SPOUSE AT
4 TIME OF DISCHARGE.—The skilled nursing
5 facility in which the spouse of the enrollee
6 is residing at the time of discharge from
7 such hospital.

8 “(B) CONTINUING CARE RETIREMENT
9 COMMUNITY DEFINED.—The term ‘continuing
10 care retirement community’ means, with respect
11 to an enrollee in a Medicare+Choice plan, an
12 arrangement under which housing and health-
13 related services are provided (or arranged)
14 through an organization for the enrollee under
15 an agreement that is effective for the life of the
16 enrollee or for a specified period.”.

17 (b) EFFECTIVE DATE.—The amendment made by
18 subsection (a) applies with respect to contracts entered
19 into or renewed on or after the date of enactment of this
20 Act.

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