

## SPECIAL PROVISIONS FOR HOSPITAL

1. Unless Provider is a federally or state owned hospital or community-based crisis center, Provider states that it:
  - a. Is a hospital which provides medical, surgical, obstetrical or nursing care, as provided by 63 Okla. Stat. § 1-701 or the appropriate law of the state where services are rendered pursuant to this Agreement;
  - b. Is licensed as required by 63 Okla. Stat. § 1-702 *et seq.* or the appropriate law of the state where services are rendered;
  - c. Is certified by Medicare or accredited by The Joint Commission or the American Osteopathic Association as a hospital to meet all conditions of participation requirements set out under 42 C.F.R. §§ 440.10 and 482.1(a)(5).
2. If Provider operates a psychiatric or rehabilitation unit, it is certified by Medicare or accredited by The Joint Commission for that psychiatric or rehabilitation unit. Provider agrees to bill for services provided in a psychiatric and/or rehabilitation unit using a separate provider number, issued by completing the Addendum to the Special Provisions for Hospitals.
3. Provider agrees:
  - a. To abide by all restrictions on the operation of hospitals as expressed by the Oklahoma Statutes and Oklahoma State Department of Health and Department of Mental Health rules or the appropriate statutory and regulatory restrictions of the state where services are rendered;
  - b. To ensure that its employees and persons who engage in healthcare in its facility shall maintain all licenses, certifications, and permits required for such activities during the term of this Agreement; should such an employee or person's license, certification, or permit to engage in health care be modified, suspended, revoked, or in any other way impaired, Provider shall ensure that the terms of such action are followed;
  - c. That Provider's clinical services shall be under the medical direction of a physician licensed by the Oklahoma State Board of Medical Licensure and Supervision, the Oklahoma Board of Osteopathic Examiners, or the appropriate licensing body of the state where the Provider is located;
  - d. That it shall state in writing and have available for inspection its organizational policies, responsibilities, and lines of authority, including responsibilities of physicians, physician assistants, and nurse practitioners;
  - e. To assist any person treated at its facility to make application for payment on his or her behalf to OHCA for compensable healthcare services;
  - f. If it contracts with or employs a person or firm to apply for SoonerCare eligibility on behalf of people seeking care at its facilities, including any use of the Notification of Date of Service (NODOS) option, that Hospital

- is responsible for the actions of such firm or person using OHCA's online systems; if such person or firm repeatedly misuses the online systems or knowingly supplies incorrect information, Provider may be subject to penalties including termination of online access, monetary penalties equal to damages to OHCA or its fiscal agent related to the misuse or incorrect information, or termination of this Agreement; and
- g. To submit a Medicare annual cost report to OHCA and complete and return an annual disproportionate share hospital (DSH) survey on OHCA request.
4. If Provider is a Bariatric Surgery Center and will render bariatric surgery services to SoonerCare members, Provider states that it is: (i) certified by the American College of Surgeons (ACS) as a Level I Bariatric Surgery Center; or (ii) certified by the American Society for Bariatric Surgery as a Bariatric Surgery Center of Excellence (BSCOE); or (iii) currently participating in a bariatric surgery assurance program and a clinical outcomes assessment program. A copy of Provider's certification(s) must be submitted with the Provider Information and all qualifications must be approved by the OHCA. Provider agrees to:
    - a. Verify that a prior authorization for bariatric surgery is on file with OHCA before providing such service; and
    - b. Provide to OHCA SoonerCare member statistical data which includes but is not limited to, mortality, hospital readmissions, re-operation, morbidity data and average weight loss.
  5. Provider shall electronically transfer:
    - a. Member hospital emergency department and outpatient lab test results to a State-approved health information exchange in Oklahoma whenever such exchange is available and subject to federal and State law; results shall be provided in HL7 2.3.1 standard format or higher;
    - b. Member inpatient and emergency room discharge summaries to a State-approved health information exchange in Oklahoma whenever such exchange is available, and Provider has implemented Certified Electronic Health Record Technology, and subject to federal and State law; shall be provided in HL7 2.3.1 standard format or higher;
    - c. Information on all member inpatient and emergency room ADTs (Admissions, Discharges and Transfers) to OHCA, within six months of notification by OHCA that appropriate technology is available, and Provider has implemented Certified Electronic Health Record Technology, and subject to federal and State law; ADTs shall be provided in HL7 2.3.1 standard format or higher.
  6. If Provider also provides Day Treatment, Partial Hospitalization, or Community-Based Treatment services, Provider states that it is accredited to provide these services. Provider shall contact OHCA Provider Enrollment to obtain a separate provider number before billing for these services.
  7. The term of this Agreement shall expire March 31, 2025.