

## **SPECIAL PROVISIONS FOR NURSING FACILITY**

1. The following provisions of the General Provider Agreement do not apply to PROVIDER: Article IV, Section 4.1 f), g), h), i), j), and k).
2. The following terms are defined for the purposes of the General Provider Agreement and these Special Provisions:
  - a. PROVIDER - the person, entity or corporation who is the licensed operator of the Nursing Facility
  - b. Nursing Facility (NF)– the building(s) where PROVIDER renders services under this Agreement at the address indicated as the “Service Location” in the Provider Information
  - c. Member – a person living for any period of time in the NF who receives health care benefits from a SoonerCare program
  - d. Routine services: all medical services required under Title XIX of the Social Security Act 42 USC § 1396 et seq. and services described in O.A.C. 317: 30-5-133.1
  - e. Cost report – a document that shows the Medicare-allowable costs for PROVIDER’s facility for a period starting on July 1 and ending on June 30 for any particular year
3. PROVIDER states that the NF is: (i) licensed under the provisions of 63 Okla. Stat. §1-1901 et seq.; (ii) certified under Title XIX of the Social Security Act; and (iii) has all other State, Federal, tribal and local licenses and permits required of such a facility under the provisions of Title 63 Okla. Stat. § 1-1901 et seq. (2000 Supp.). PROVIDER agrees to notify OHCA within 15 days of receipt of any changes in licensure status. If the NF is decertified under Title XIX of the Social Security Act, this Agreement shall terminate immediately.
4. If ownership of the NF changes, this Agreement shall be assigned to the new owner(s) pursuant to 42 CFR § 442.14. PROVIDER shall notify OHCA within 30 days of any transfer of ownership by: a) updating disclosure of ownership information through OHCA’s EPE system; or b) updating disclosure of ownership information on the paper Provider Information form and mailing to the address in Article II, Section 2.1 c of the General Provider Agreement. OHCA may require a new Agreement to be executed after a change of ownership.
5. PROVIDER agrees:
  - a. To evaluate any person seeking admission as to his/her medical, nursing and social needs; this evaluation shall be in writing and used by the NF to determine whether or not it has the capacity, with reasonable accommodations, to provide the care and services required to meet the needs of the member;
  - b. Not to accept for admission, nor retain as a member, any person for whom the evaluation in (c) above indicates that the NF is unable to provide required care and services;
  - c. To conduct an initial identification screen of all residents, SoonerCare members or other, as required by the pre-admission screening and annual resident review (PASRR) requirement at 42 USC 1396r(b)(3) and 42 CFR §§483.100-138;

- d. To provide or arrange for the provision of any services, supplies, or equipment necessary to maintain the health, safety, and proper hygiene of its members;
- e. To inform the members of items and services that the NF offers and for which members may be charged and the amount of charges for those items and services.
- f. To manage the personal funds of any member upon written request of a member or by the guardian or other legally authorized representative of a member; to reserve the balance in any financial account of such member for the purchase of clothing, personal needs or other non-Medicaid-covered items or services; to deposit any balance of member's personal funds which exceeds two hundred fifty dollars (\$250.00) in an interest-bearing account (or accounts) that is separate from any of PROVIDER's accounts and credit all interest earned to the members' account; funds of less than two hundred fifty dollars (\$250.00) may be kept in a non-interest bearing account or petty cash fund for the member; not to impose a charge against the personal funds of a member for any item or service for which payment is made under SoonerCare; OHCA may suspend payments to the NF due to non-compliance with the requirements of this paragraph;
- g. To provide to any person or entity who purchases the NF a signed receipt showing verification by a public accountant of all member personal fund accounts, including the entire record of said accounts for a period of six (6) years;
- h. To provide members freedom of choice regarding personal attending physician(s) and all other providers of medical services and supplies.
- i. To permit each member to reside in a room with reasonable accommodation of individual needs and preferences, except where the health and safety of the individual or other members would be endangered; if a private room is provided upon the written order of the recipient's attending physician, PROVIDER agrees that any additional cost thereof will be collected from someone other than the member or his/her spouse; the determination by the attending physician that a private room is needed will be on an individual basis and shall not exceed 30 days; the physician's written order must give full medical reasons for the need of this special service, and the order must be included as a part of the member's records at the NF;
- j. To have a contract or a letter of agreement with an Oklahoma licensed pharmacist to serve as the NF's consultant pharmacist, who will be on call in an emergency; the pharmacist shall be practicing in a licensed pharmacy within a 10-mile radius of the NF;
- k. To comply and train its employees to comply with the reporting requirements regarding abuse to SoonerCare members under 43A Okla. Stat. § 10-104 (Supp. 2000);
- l. To comply with the provisions for Advanced Directives for both health care treatment and mental health treatment as provided by 63 Okla. Stat. § 3101.4 (Supp. 2000) and 43 A Okla. Stat. § 11-104 (Supp. 2000);
- m. To comply with 42 USC 1396 (a) (25) (D) which prohibits a Medicaid provider from refusing to furnish services to an individual eligible to receive Medicaid-compensable services because of a third party's potential liability for payment for the services;
- n. To submit an annual Cost Report by October 31 of each year; if PROVIDER's ownership or operation of the NF changes, PROVIDER shall file a cost report for that portion of the fiscal year for which PROVIDER owned or operated the NF; OHCA may not enter into an Agreement with the new owner of PROVIDER's NF until

- PROVIDER has submitted the fractional year Cost Report; OHCA may also withhold payments to PROVIDER until such Cost Report is submitted;
- o. To participate in the OHCA “Focus on Excellence (FOE)” Program and complete monthly FOE Surveys during the term of this Agreement; in addition to the payment provided for in Section 4.3 (a) of the SoonerCare Provider Agreement, OHCA shall make additional payments to PROVIDER for FOE participation and scoring as provided for in FOE program guidelines;
  - p. FOE PENALTIES: OHCA may impose penalties if PROVIDER: (i) Receives one or more care-related citations of scope/severity greater than “D” on its State survey; and/or (ii) Receives one or more non-care-related citations of scope/severity of “E” on its State survey; and/or (iii) Receives a citation of “F,G” or “I,J” on its State survey; and/or (iv) Fails to correct any citation within the time allowed by the State Survey Agency; and/or (v) Knowingly provides false information to the Focus on Excellence Program. Penalties may include the following:
    - i. Removal of PROVIDER’s ratings from the FOE website
    - ii. Withholding or cancelling FOE payments for the period of the non-correction or longer
    - iii. Temporary or permanently suspending PROVIDER from the FOE program;
    - iv. Requiring an on-site audit before PROVIDER may be readmitted to the FOE program;
  - q. If PROVIDER wishes to request exemption from the Focus on Excellence program, PROVIDER shall state this in writing to OHCA’s address listed in Section 2.1 (c) of the SoonerCare Provider Agreement; OHCA shall not make additional FOE payments if PROVIDER does not participate in Focus on Excellence.
6. OHCA shall make payment to PROVIDER in accordance with the methodology contained in its State Plan for routine services. OHCA may make separate payment for ancillary services as provided at O.A.C. 317:30-5-133.2. PROVIDER shall accept as full payment for providing medical care services and room and board to SoonerCare members, OHCA’s rate applicable to the NF, except that the NF may collect the difference between the rate applicable for the NF and the amount authorized on ABCDM-37 or computer-generated notice. OHCA shall make payment for the date of admission of a member, but not for the date the member is discharged.
  7. PROVIDER shall specifically comply with OHCA long-term care facility rules at O.A.C. 317:30-5-120 to 135.
  8. The term of this Agreement expires on the date specified in the Acceptance Letter sent by OHCA to PROVIDER at the time this Agreement is accepted.