

**AGREEMENT  
between**

**OKLAHOMA HEALTH CARE AUTHORITY  
and  
LONG TERM CARE FACILITY**

**WITNESSETH:**

Based upon the following recitals, the Oklahoma Health Care Authority (hereinafter referred to as OHCA) and the long term care facility, nursing facility or intermediate care facility for the Mentally Retarded (hereinafter referred to as Contractor, enter into this Agreement:

**ARTICLE I - PURPOSE**

- 1.0** The Contractor enters into this Agreement to assist OHCA in meeting its obligation to provide health care services to Medicaid-eligible persons.

**ARTICLE II - THE PARTIES**

**2.0 OKLAHOMA HEALTH CARE AUTHORITY**

- (a) The Oklahoma Health Care Authority (hereinafter referred to as OHCA) states that it is the single State agency, which the Oklahoma Legislature has designated through 63 O.S. § 5009(B) to administer Oklahoma’s Medicaid Program. Under Medicaid, the State and Federal governments share in the cost of providing health care to certain indigent persons based upon criteria established by the State within the parameters of Federal law.
- (b) OHCA has authority to enter into this Agreement pursuant to 63 O.S. § 5006(A) and O.A.C. Rules 317:25-5-50. OHCA’s chief executive officer has authority to execute this agreement on OHCA’s behalf pursuant to 63 O.S. § 5008(B).

**2.1 LONG TERM CARE FACILITY**

- (a) \_\_\_\_\_ **Provider Number**  
\_\_\_\_\_ **Facility Name**  
\_\_\_\_\_ **DBA (if applicable)**
- (b) The Contractor as referenced in this agreement shall mean the person, entity, corporation who is the licensed operator of the facility noted on page 9 under “Contractor”.
- (c) The Contractor certifies that the physical address and phone numbers of the facility are:

\_\_\_\_\_ **Street Address**  
\_\_\_\_\_ **City, State, Zip**  
\_\_\_\_\_ **Phone Number**      \_\_\_\_\_ **Fax Number**

- (d) The Contractor certifies that the facility located at the address noted in paragraph 2(1)(c) is: (i) licensed under the provisions of 63 OS §1-1901 *et seq.* (2000 *Supp.*); (ii) certified under Title XIX of the Social Security Act; (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.*). Contractor agrees all such licenses and permits shall be kept current during the term of this Agreement.
- (e) Contractor represents that it has on file an approved application with the Oklahoma State Department of Health (OSDH). Contractor agrees that a lapse in the license or certification will void this contractual agreement. **Contractor agrees to send OSDH and OHCA all changes in licensure status within fifteen (15) days of receipt of the information by the Contractor at the address found in paragraph 2.3.**
- (f) Contractor represents that it has authority to enter into this Agreement on behalf of its corporation, leasee, owner or other person or entity.

**2.2 DEFINITIONS**

- (a) Facility - building where Contractor performs nursing services under this Contract.
- (b) State Plan - refers to the State Plan for Medical Assistance that OHCA is required to file with the Federal government to gain the Federal medical assistance percentage.
- (c) Routine Services - includes all medical services required under the Medicaid Act and the services noted in Oklahoma Administrative Code (OAC) 30-5-131.
- (d) Cost Report - describes a document that shows the Medicare-allowable costs for the facility for a period starting on July 1 and ending on June 30.

**2.3 ADDRESSES**

The parties agree that the mailing address for each of the parties to this agreement is as follows:

**Oklahoma Health Care Authority** \_\_\_\_\_  
**ATTN: Provider Enrollment Unit** \_\_\_\_\_  
**P. O. Box 54015** \_\_\_\_\_  
**Oklahoma City, Oklahoma 73154** \_\_\_\_\_

## ARTICLE III - TERM

### 3.0 TERM OF THE AGREEMENT

- (a) This Agreement shall be effective when: (i) the Contractor signs this agreement signifying the acceptance of its terms; (ii) the Contract is received by OHCA; and (iii) all necessary documentation has been received and verified by OHCA. The terms of this agreement shall expire at \_\_\_\_\_.
- (b) The term of this agreement shall end immediately if the facility noted in paragraph 2.1 (a) is decertified under Title XIX.

### 3.1 AMENDMENTS

This contract contains all of the agreements of the parties and no verbal representations from either party, which contradict the terms of this Agreement, are binding. Any amendments to this agreement must be in writing and signed by both parties.

### 3.2 ASSIGNMENT

Contractor shall not assign the rights to payment under this Contract to any party. Assignment of ownership to the facility is permitted under the terms of this agreement and under the terms of 42 C.F. R. § 442.14. In the case that any ownership is transferred during the term of the agreement, Contractor shall notify OSDH and OHCA, at the address noted in Paragraph 2.3, that the ownership interests that have changed. The disclosure of ownership forms referred to in paragraph 9.0 shall be used to advise OHCA within 30 days of the change.

## ARTICLE IV - SCOPE OF WORK

### 4.0 CONTRACTOR AGREES:

- (a) To operate and provide required services in compliance with all applicable Federal, State and local laws and regulations, and in accordance with accepted professional standards for the provision of medical, nursing, and related care and services to its residents. The facility agrees to conduct an initial identification screen of all residents, Medicaid and non-Medicaid, as required by the pre-admission screening and annual resident review (PASARR) requirement of the Omnibus Budget Reconciliation Act of 1987 (OBRA 87).
- (b) To provide or arrange for the provision of any services, supplies, or equipment necessary to maintain the health, safety, and proper hygiene of its residents.
- (c) To not accept for admission, nor retain as a resident or client, any person unless the facility has the personnel and resources necessary to provide all care and services prescribed for such person. Any person seeking admission shall be evaluated as to his/her medical, nursing and social needs. The evaluation shall be in writing, and be used by the facility 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 resident.
- (d) To inform the residents or clients of items and services that the facility offers and for which residents or clients may be charged and the amount of charges for those items and services.
- (e) To manage the personal funds of any resident upon written request of a resident or client or by the guardian or other legally authorized representative of a resident or

client. To reserve the balance in any financial account of such resident or client for the purchase of clothing, personal needs or other non-Medicaid-covered items or services. With respect to these personal funds, any balance of resident or client's personal funds, which exceeds two hundred fifty dollars (\$250.00), must be deposited in an interest-bearing account (or accounts) that is separate from any of the facility's operating account(s). All interest earned must be credited to the individual resident or client. 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 eligible person. The facility may not impose a charge against the personal funds of a resident or client for any item or service for which payment is made under the Medicaid program. OHCA shall suspend payments to the facility due to non-compliance with the requirements of this paragraph.

- (f) To provide to any person or entity who purchases the facility a signed receipt showing verification by a public accountant of all eligible resident or client personal fund accounts, including the entire record of said accounts for a period of six (6) years.
- (g) To provide eligible residents or clients a freedom of choice regarding personal attending physician(s) and all other providers of medical services and supplies.
- (h) To permit each resident or client to reside in a room with reasonable accommodation of individual needs and preferences, except where the health and safety of the individual or other residents or clients would be endangered. If a private room is provided upon the written order of the recipient's attending physician, the Facility agrees that any additional cost thereof, will be collected from someone other than the recipient 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 individual recipient's records in the Facility.
- (i) To have a contract or a letter of agreement with an Oklahoma licensed pharmacist to serve as the Facility'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 Facility.
- (j) To specifically comply with OHCA Regulations OAC 317:30-5-120 to OAC 317:30-5-135.
- (k) To comply and train its employees to comply with the reporting requirements regarding abuse to Medicaid clients 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).

#### **4.1 PAYMENTS**

**The Contractor further agrees:**

- (a) To comply with 42 U.S.C. § 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.
- (b) OHCA agrees to make payments to the Contractor in accordance with the methodology contained in its State Plan for "routine services". Ancillary services may be paid separately as provided by OAC 30-5-133.2.
- (c) Payments will be made to the facility within forty-five (45) days of submission of a "clean claim" as such term is defined at 42 CFR § 447.45 (b). The facility is entitled to interest in accordance with 62 O.S. §41.4B (1991) for all payments not made within forty five (45) days after the clean claim has been submitted to OHCA or its claims payment agent.
- (d) The Contractor agrees to accept, as full payment for providing medical care services and room and board to recipients of Medicaid only, OHCA's rate applicable for the facility, except that the facility may collect the difference between the rate applicable for the facility and the amount authorized on ABCDM-37 or computer generated notice.
- (e) Payment will be made for the date of admission of an eligible person, but not for the date the person is discharged.

#### **4.2 BILLING PROCEDURES**

- (a) The Contractor shall not use a billing service to submit claims to OHCA unless a billing service agreement between OHCA and the billing service is in effect. The Contractor shall be responsible for claims submitted on its behalf by the billing service. The Contractor shall not use the billing service or any other entity as a factor, as defined by 42 C.F.R. § 447.10.
- (b) The Contractor shall accept payment from OHCA by direct deposit to the Contractor's financial institution, and OHCA shall make payment in accordance with the direct deposit information supplied by the Contractor. The Facility shall be responsible for the accuracy of direct deposit information provided to OHCA and for updating such information as needed.
- (c) The Contractor certifies that any service for which it makes a claim for payment was medically indicated and necessary to the health of the patient and was rendered by the Facility at the site referenced in this contract. By accepting payment from OHCA, the Facility certifies each service was provided as shown on the Remittance Advice, sent by OHCA to the facility at the time of payment. The Facility certifies the information submitted on each claim, whether in paper or electronic medium is true, accurate, and complete. Payment and satisfaction of claims shall be from state and federal funds. Any false claim, statement, or document, or concealment of material fact may be prosecuted under state or federal law.

## **ARTICLE V - LAWS APPLICABLE**

- 5.0** The parties to this Agreement acknowledge and expect that over the term of this Agreement laws and regulations may change. Specifically, the parties acknowledge and expect: (i) Federal Medicaid statutes and regulations; (ii) State Medicaid statutes and rules; and (iii) State statutes and rules governing practice of health-care professions may change. The parties shall be mutually bound by such changes.
- 5.1** **Contractor** shall comply with and certifies compliance with:
- (a) Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.;
  - (b) Rehabilitation Act, 29 U.S.C. § 701 et seq.;
  - (c) Drug-Free Workplace Act, 41 U.S.C. § 701 et seq.;
  - (d) Title XIX of the Social Security Act (Medicaid), 42 U.S.C. § 1396 et seq.;
  - (e) Civil Rights Act, 42 U.S.C. § 1971 et seq.;
  - (f) Age Discrimination Act, 42 U.S.C. § 6101 et seq.;
  - (g) Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
  - (h) Oklahoma Worker's Compensation Act, 85 O.S. § 1 et seq.
  - (i) 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which: (1) prohibit use of Federal funds paid under this Agreement to lobby Congress or any Federal official to enhance or protect the monies paid under this Agreement; and (2) require disclosures to be made if other monies are used for such lobbying;
  - (j) Presidential Executive Orders 11141, 11246 and 11375 at 5 U.S.C. § 3501 and as supplemented in Department of Labor regulations 41 C.F.R. §§ 741.1-741.84, which together require certain Federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin.
  - (k) The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; The Equal Pay Act, Public Law 88-38; The Vietnam Era Veterans Re-adjustment Act of 1974, Public Law 93-509;
  - (l) The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Part 142 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 5.2** Contractor certifies that it complies with 45 C.F.R. Part 76, §§76.105 and 76.110, Debarment, Suspension and other Responsibility Matters.
- 5.3** With regards to equipment (as defined by O.M.B. Circular A-87) purchased with monies received from OHCA for this agreement, Contractor agrees to comply with 74 O.S. §§ 85.44(B)(C) and 45 C.F.R. §74.34.

- 5.4 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 5.5 All questions pertaining to validity, interpretation, and administration of this Agreement shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.
- 5.6 The venue for civil actions arising from this Agreement shall be Oklahoma County, Oklahoma.
- 5.7 If any portion of this Contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this Contract and the remainder of the Contract shall remain in full force and effect.

#### **ARTICLE VI - AUDIT AND INSPECTION**

- 6.0 Contractor shall keep such records as are necessary to disclose fully the extent of service provided to Medicaid recipients and shall furnish records and information regarding any claim for providing such service to OHCA, the Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU), and the Secretary for six (6) years from the date of service. Contractor shall not destroy or dispose of records, which are under audit, review, or investigation when the six (6) year limitation is met. Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review, or investigation is complete.
- 6.1 Authorized representatives of OHCA, MFCU, and the Secretary shall have the right to make physical inspection of Contractor and to examine records relating to financial statements or claims submitted by the Contractor under this Agreement and to audit the Contractor's financial records as provided by 56 O.S. § 222 and 42 C.F.R. § 431.107.
- 6.2 Pursuant to 74 O.S. § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine the Contractor's books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement.
- 6.3 Contractor shall submit, within thirty-five (35) days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 O.S. § 3234, in its possession, custody, or control concerning: (i) the ownership of any subcontractor with whom Contractor has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve months (12) preceding the date of the request; or (ii) any significant business transactions between the Contractor and any wholly owned supplier, or between Contractor and any subcontractor during the five years (5) preceding the date of the request.

#### **ARTICLE VII - CONFIDENTIALITY**

- 7.0 Contractor agrees that Medicaid recipient information is confidential and is not to be released to the general public under 42 U.S.C. § 1396a(7), 42 C.F.R. § 431:300-306 and 63 O.S. § 5018 (Supp.1996). Contractor agrees not to release the information governed by these Medicaid recipient requirements to any other State agency or public citizen without the approval of OHCA.

## **ARTICLE VIII - TERMINATION AND RENEWAL**

- 8.0** This agreement may be terminated for two (2) methods. First, either party may terminate for cause, other than a license action or decertification, with a thirty (30) day written notice to the other party. A license action or decertification action shall not require a thirty (30) day notice.
- 8.1** Second, if the Oklahoma Legislature or United States Congress ceases funding the Medicaid Program, in whole or part, at any time during the term of this Agreement, the Agreement may be terminated or reduced in scope immediately upon the effective date of such cessation. This cause shall not require a thirty (30) day notice.

## **ARTICLE IX - OWNERSHIP INFORMATION**

- 9.0** Contractor shall provide OHCA with information concerning Contractor's ownership in accordance with 42 C.F.R. § 455.100 et. seq. This Agreement shall not be effective until OHCA receives the ownership information. Ownership information shall be provided to OHCA at each agreement renewal and within twenty (20) days of any change in ownership. Ownership information is critical for determining whether a person with an ownership interest has been convicted of a program-related crime under Titles V, XVIII, XIX, XX and XXI of the Federal Social Security Act, 42 U.S.C. § 301 et seq. OHCA reserves the right to withhold payments due to Contractor until this information is received.
- 9.1** The Facility must submit a cost report annually, by September 30 of each year, and if the ownership or operation of the Facility changes, the selling or closing Facility is required to file a cost report for that portion of the fiscal year (July 1 to June 30) that the facility was in operation. An acquiring or successor Facility is required to file a cost report for that portion of the fiscal year new ownership is in operation.
- 9.2** If a Facility is sold or there is a transfer of operation or ownership, the final fractional year cost report must be filed before an Agreement will be approved with the acquiring or subsequent owner. OHCA reserves the right to withhold final payments due to said Facility until such time as its final cost report is received.

## **ARTICLE X - OTHER PROVISIONS**

- 10.0** The written representations made in this memorialization of the Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. All amendments to this agreement shall be in writing. Address changes to paragraph 2.3 shall be in writing but shall not require the signature of the receiving party.
- 10.1** If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect any other provision, and the invalid provision shall be wholly disregarded.
- 10.2** Titles and subheadings used in this Agreement are provided solely for the reader's convenience and shall not be used to interpret any provision of this Agreement.
- 10.3** OHCA does not create and Contractor does not obtain any license by virtue of this Agreement. OHCA does not guarantee Contractor will receive any customers, and

Contractor does not obtain any property right or interest in any Medicaid recipient business by this Agreement.

\_\_\_\_\_  
Signature of Owner or Receiver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Owner or Receiver

\_\_\_\_\_  
Physical Address, City, State, Zip of Owner or Receiver

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Printed Name of Administrator and License No.

**AFFIDAVIT**  
**[Required by 74 Okla. Stat. §§ 85.23 and 85.42(B)]**

**STATE OF OKLAHOMA** )  
 ) **ss.**  
**COUNTY OF \_\_\_\_\_** )

\_\_\_\_\_ of lawful age, being first duly sworn on oath, says:

1. He/She is the duly authorized agent of the Facility, the Contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. He/She is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the Contractor nor anyone subject to the contract's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value either directly or indirectly, in procuring the contract to which this statement is attached; and
4. No person who has been involved in any manner in the development of the contract to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract. This paragraph shall not preclude faculty and staff of institutions within the State System of Higher Education from negotiating and participating in research grants and educational contracts. This paragraph shall not apply to an agreement between the Oklahoma Health Care Authority and another agency of the State of Oklahoma.

\_\_\_\_\_  
Signature of Owner or Receiver

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(Seal)

\_\_\_\_\_  
Notary Public (or Clerk or Judge)