ENGROSSED HOUSE
BILL NO. 2392

By: Hastings and Adkins of the House

and

Douglass of the Senate

An Act relating to the Nursing Home Care Act; amending 63 O.S. 1991, Section 1-1921, which relates to nursing home contracts; making language gender neutral; authorizing nursing home contracts to contain an arbitration provision; providing method for selecting arbitrator; allowing suit to be filed if an award is not reached within one hundred eighty days of the date of the demand for arbitration; tolling statute of limitations; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 63 O.S. 1991, Section 1-1921, is amended to read as follows:

Section 1-1921. A. A written contract shall be executed between a person or ~~his~~ the guardian of or responsible party for a person, or if the resident is a minor, ~~his~~ a parent of the minor, and a facility or its agent within one hundred twenty (120) days from the time a person is admitted to a facility, or at the expiration of the period of previous contract, or when the source of payment for the resident's care changes from private to public funds or from public to private funds~~; if~~. If a person is a resident of a facility on the effective date of this act and no legally enforceable contract exists, then a contract as described in this section shall be executed within sixty (60) days after the effective date of this act. If the facility receives or is to receive payment by the state or federal government, an individual contract with the nursing home is not required.

A resident shall not be discharged or transferred at the expiration of the term of a contract, except as provided in Sections 1-1926 through 1-1937 of this title.

B. The contract shall be executed between the resident or the resident's guardian or, if the resident is a minor, ~~his~~ the parent or guardian of the minor and the licensee.

C. A copy of the contract shall be given to the resident or to the resident's representative at the time of the resident's admission to the facility.

D. A copy of the contract for a resident who is supported by nonpublic funds other than the resident's own funds shall be made available to the person providing the funds for the resident's support.

E. The contract shall be written in clear and unambiguous language and shall be printed in type no smaller than standard typewriter pica or elite type. The general form of the contract shall be prescribed by the Department.

F. The contract shall specify:

1. The term of the contract;

2. The services to be provided under the contract and the charges for the services;

3. The services that may be provided to supplement the contract and the charges for the services;

4. The sources liable for payments due under the contract;

5. The amount of deposit paid; and

6. The rights, duties and obligations of the resident, except that the specification of a resident's rights may be furnished on a separate document which complies with the requirements of Section 1-1918 of this title.

G. The contract shall designate the name of the resident's representative, if any.

H. The contract may provide that upon the written demand of any party to the contract, all parties shall submit their differences to an arbitrator, to be mutually agreed upon by the parties. If the parties cannot agree to a single arbitrator, each party shall select one arbitrator. The two arbitrators selected by the parties shall select a third arbitrator. Any decision issued by the three arbitrators must be agreed to by at least two of the arbitrators. The arbitration shall be conducted in conformance with the provisions of the Uniform Arbitration Act. If an award by arbitration is not reached within one hundred eighty (180) days from the date of the written demand for arbitration, the party demanding arbitration may file a civil cause of action against the responding party. The statute of limitations shall be tolled by the filing of a written request for arbitration by either party.

I. The contract shall provide that if the resident dies or is compelled by a change in physical or mental health to leave the facility, the contract and all obligations under it shall terminate immediately. All charges shall be prorated as of the date on which the contract terminates, and, if any payments have been made in advance, the excess shall be refunded to the resident. This provision shall not apply to life-care contracts through which a facility agrees to provide maintenance and care for a resident throughout the remainder of ~~his~~ the life of a resident or to continuing-care contract through which a facility agrees to supplement all available forms of financial support in providing maintenance and care for a resident throughout the remainder of ~~his~~ the life of the resident.

SECTION 2. This act shall become effective November 1, 2000.

Passed the House of Representatives the 29th day of February, 2000.

_____
Speaker of the House of Representatives

Passed the Senate the ____ day of _____, 2000.

_____
President of the Senate