

1 **SENATE FLOOR VERSION**

2 March 25, 2013

3 COMMITTEE SUBSTITUTE
4 FOR ENGROSSED
5 HOUSE BILL NO. 1745

By: Wright of the House

and

Ivester of the Senate

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9 An Act relating to public health and safety; amending
10 63 O.S. 2011, Section 1-890.8, which relates to home
11 care, nursing, hospice and private services for
12 assisted living center residents; requiring
13 disclosure of certain providers prior to delivery;
14 requiring third-party providers to comply with
15 certain provisions and requirements; removing
16 liability of assisted living centers from certain
17 actions; and providing an effective date.

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

19 SECTION 1. AMENDATORY 63 O.S. 2011, Section 1-890.8, is
20 amended to read as follows:

21 Section 1-890.8 A. Residents of an assisted living center may
22 receive home care services and intermittent, periodic, or recurrent
23 nursing care through a home care agency under the provisions of the
24 Home Care Act.

1 B. Residents of an assisted living center may receive hospice
2 home services under the provisions of the Oklahoma Hospice Licensing
3 Act.

4 C. Nothing in the foregoing provisions shall be construed to
5 prohibit any resident of an assisted living center from receiving
6 such services from any person who is exempt from the provisions of
7 the Home Care Act.

8 D. The assisted living center shall monitor and assure the
9 delivery of those services. All nursing services shall be in
10 accordance with the written orders of the personal or attending
11 physician of the resident.

12 E. A resident of an assisted living center or the family or
13 legal representative of the resident shall be required to disclose
14 any third-party provider of medical services or supplies prior to
15 service delivery.

16 F. Any third-party provider of medical services or supplies,
17 prior to service delivery, shall comply with the provisions of the
18 Continuum of Care and Assisted Living Act or any requirements of the
19 appropriate licensing authority.

20 G. The assisted living center shall not be liable for actions
21 performed by any third-party vendor.

22 H. Notwithstanding the foregoing provisions, a resident of an
23 assisted living center, or the family or legal representative of the
24 resident, may privately contract or arrange for private nursing

1 services under the orders and supervision of the personal or
2 attending physician of the resident, private monitoring, private
3 sitters or companions, personal domestic servants, or personal
4 staff.

5 ~~F.~~ I. If a resident of an assisted living center develops a
6 disability or a condition that is consistent with the facility's
7 discharge criteria:

8 1. The personal or attending physician of a resident, a
9 representative of the assisted living center, and the resident or
10 the designated representative of the resident shall determine by and
11 through a consensus of the foregoing persons any reasonable and
12 necessary accommodations, in accordance with the current building
13 codes, the rules of the State Fire Marshal, and the requirements of
14 the local fire jurisdiction, and additional services required to
15 permit the resident to remain in place in the assisted living center
16 as the least restrictive environment and with privacy and dignity;

17 2. All accommodations or additional services shall be described
18 in a written plan of accommodation, signed by the personal or
19 attending physician of the resident, a representative of the
20 assisted living center and the resident or the designated
21 representative of the resident;

22 3. The person or persons responsible for performing, monitoring
23 and assuring compliance with the plan of accommodation shall be
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1 expressly specified in the plan of accommodation and shall include
2 the assisted living center and any of the following:

- 3 a. the personal or attending physician of the resident,
- 4 b. a home care agency,
- 5 c. a hospice, or
- 6 d. other designated persons~~†~~.

7 The plan of accommodation shall be reviewed at least quarterly
8 by a licensed health care professional~~†~~;

9 4. If the parties identified in paragraph 1 of this subsection
10 fail to reach a consensus on a plan of accommodation, the assisted
11 living center shall give written notice to the resident, the legal
12 representative or the resident or such persons as are designated in
13 the resident's contract with the assisted living center, of the
14 termination of the residency of the resident in the assisted living
15 center in accordance with the provisions of the resident's contract
16 with the assisted living center. Such notice shall not be less than
17 thirty (30) calendar days prior to the date of termination, unless
18 the assisted living center or the personal or attending physician of
19 the resident determines the resident is in imminent peril or the
20 continued residency of the resident places other persons at risk of
21 imminent harm;

22 5. If any party identified in paragraph 1 of this subsection
23 determines that the plan of accommodation is not being met, such
24 party shall notify the other parties and a meeting shall be held

1 between the parties within ten (10) business days to re-evaluate the
2 plan of accommodation; and

3 6. Any resident aggrieved by a decision to terminate residency
4 may seek injunctive relief in the district court of the county in
5 which the assisted living center is located. Such action shall be
6 filed no later than ten (10) days after the receipt of the written
7 notice of termination.

8 ~~G.~~ J. Nothing in this section shall be construed to abrogate an
9 assisted living center's responsibility to provide care for and
10 oversight of a resident.

11 SECTION 2. This act shall become effective November 1, 2013.

12 COMMITTEE REPORT BY: COMMITTEE ON HEALTH AND HUMAN SERVICES
13 March 25, 2013 - DO PASS AS AMENDED
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