

SUCCESSOR LIABILITY AGREEMENT
WITH AN EXITING OPERATOR AND AFFILIATED OPERATOR
FOR A CHANGE OF OPERATOR

This successor liability agreement (“Agreement”) is made and entered this ____ day of _____, _____ by and between _____ (“Exiting Operator”) (Provider Number(s) _____), _____ (“Affiliated Operator”) (Provider Number(s) _____) and the Ohio Department of Medicaid (“ODM” or “Department”).

RECITALS

WHEREAS, Exiting Operator or _____ (“Owner”) and _____ (“Entering Operator”) have provided notice to ODM per Ohio Revised Code (“ORC”) Section 5165.51 that “Entering Operator” shall become the operator of the _____ located at _____, such change of operator to be effective on _____;

NOW THEREFORE, pursuant to ORC Section 5165.52 the parties agree as follows:

1. Without releasing Exiting Operator, Affiliated Operator is liable for and shall pay ODM for [check either (a) or (b)]:

(a) The total, actual amount of debt the Exiting Operator owes ODM and the United States centers for medicare and medicaid services under the medicaid program as determined under section 5165.525 of the Revised Code.

(b) The portion of the amount referenced in paragraph 1. (a) above that represents the franchise permit fee the Exiting Operator owes.

2. ODM, after determining under Section 5165.525 of the Revised Code the actual amount of debt the Exiting Operator owes ODM and United States centers for medicare and medicaid services under the medicaid program, may deduct the lesser of the following from medicaid payments made to the Affiliated Operator:

a. The total, actual amount of debt the Exiting Operator owes ODM and the United States centers for medicare and medicaid services under the medicaid program as determined under ORC Section 5165.525;

b. The amount for which the Affiliated Operator assumes liability under this Agreement.

3. The deductions authorized under paragraph 2 above are to be made for [check either (a) or (b)]:

(a) _____ (number of months, not to exceed six),

(b) number of months, in excess of six, determined by the attorney general pursuant to a claims collection process authorized by statute of this state.

4. If the attorney general determines the number of months for which the deductions are to be made pursuant to paragraph 3.(b) above, the Affiliated Operator shall pay, in addition to the amount collected pursuant to the attorney general’s collection claims collection process, the part of the amount so collected that, if not for

division (H) of ORC Section 5165.521, would be required by section 109.081 of the Revised Code to be paid into the attorney general claims fund.

5. In addition to any other remedy available to ODM, if Affiliated Operator for any reason fails to timely make a franchise permit fee installment payment, ODM may assess a penalty upon Affiliated Operator of five percent on the amount due for each month or fraction thereof the installment is overdue and ODM may do any of the following:

(a) Withhold an amount less than or equal to the installment and penalty from a medicaid payment due Affiliated Operator until Affiliated Operator pays the installment and penalty;

(b) Offset an amount less than or equal to the installment and penalty from a medicaid payment due the Affiliated Operator;

(c) Terminate the Affiliated Operator's Medicaid provider agreement(s).

6. This Agreement shall in no way preclude the imposition of sanctions upon Exiting Operator, Entering Operator, Affiliated Operator or any other person stemming from any conduct whether or not addressed in this Agreement should the conduct be found to have been the result of fraud or attempted fraud against the State of Ohio.

7. This Agreement shall be construed in accordance with the laws of the State of Ohio.

8. The signatories below have full authority to enter into this Agreement.

SIGNATURES

AGREED:

Exiting Operator

By: _____

Name: _____

Title: _____

Date: _____

Affiliated Operator

By: _____

Name: _____

Title: _____

Date: _____

Ohio Department of Medicaid

By: _____

Name: _____

Title: _____

Date: _____