

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
OFFICE OF LONG TERM LIVING
BUREAU OF QUALITY AND PROVIDER MANAGEMENT**

SPECIAL PROVIDER AGREEMENT

WHEREAS, the Department of Human Services administers the Pennsylvania Medical Assistance Program; and

WHEREAS, pursuant to 55 Pa. Code § 1101.43(b)(3), when nursing facility providers change owners, the new owner may not be enrolled as a provider until the conditions in the regulations are complied with; and

WHEREAS, an application for enrollment has been made by the below-signing applicant; and

WHEREAS, the below-signing applicant is the new owner of a nursing facility which was an enrolled provider prior to the change in ownership; and

WHEREAS, the below-signing applicant wishes to enroll in the Medical Assistance Program prior to the former owner meeting the condition of 55 Pa. Code § 1101.43(b) (3) (iii); and

WHEREAS, the Department of Human Services is willing to permit such an exception to its regulations in consideration of the new and former owner entering into this agreement; and

WHEREAS, the former owner and the below-signing applicant wish to enter into this agreement in order to finalize the transfer as between them and as necessary consideration to their bargain;

NOW, THEREFORE, in consideration of the foregoing and of the following, the parties agree and witness that:

1. The Department of Human Services shall not consider 55 Pa. Code §1101.43(b)(3)(iii) in determining whether the below-signing applicant is eligible for enrollment as a provider; however, all other regulatory criteria will continue to be applicable and the Department may, in its discretion, refuse to enroll the below-signing applicant.

2. The below-signing applicant warrants that it is seeking the enrollment of one specific licensed nursing facility

3. The below-signing applicant hereby expressly assumes any and all liability and rights of former owner with respect to overpayments made to the former owner by the Department for services to Medical Assistance residents; however, the former owner shall continue to have the duty to maintain documents, provide access to documents, and file cost

reports, with respect to its period of ownership, and shall remain liable for any penalties, damages, or fines for any abuse or misconduct during such periods; and the Department shall remit any underpayments only to the order of the former owner.

4. The former owner shall hold the below-signing applicant harmless from any liability assumed in Paragraph 3, above, including the costs of litigation, and it shall have the right to control the defense against any liability which the Department seeks to impose on the below-signing applicant as to periods of operation by the former owner.

5. The below-signing applicant shall have the right to offset against any debt due from it to the former owner the amount of any liability, including any costs of litigation incurred by it because of the former owner's unreasonable failure to defend, as a result of Paragraph 3, above.

6. All audit reports and settlements issued hereafter shall be sent by the Department of Human Services to the below-signing applicant at its latest address of record with the Division of Provider and Operations Management, if and only if it is in fact enrolled as a provider.

WHERETO, the parties agree this _____ day of _____, 20_____

Name of Facility (current/former name)

New Name of Facility (if applicable)

Former Owner Signature

Name of Applicant/Legal Entity

Printed Name/Title of Former Owner

Signature of Applicant (new owner)

Printed Name/Title of Applicant (new owner)

Office of Long Term Living - Representative
Bureau of Quality and Provider Management