

Attachment B – Model PACE Program Novation Agreement

(Name of PACE Organization being transferred), Transferor, (entity type) existing under the laws of the (State), (Name of new owner), Transferee, a newly formed or already existing (entity type) under the laws of the (State), (Name of State administering agency) and the Centers for Medicare & Medicaid Services (CMS) enter into this agreement:

(A) RECITALS:

(1) CMS has entered into a PACE Program Agreement with the Transferor, agreement number H####.

The term "PACE Program Agreement" as used in this Agreement, means the above Agreement including all modifications, made between CMS and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed) and releases executed if CMS or the Transferor has any remaining rights, duties, or obligations under this Agreement. Included in the term "PACE Program Agreement" are also all modifications made under the terms and conditions of this Agreement between CMS and the Transferee, on or after the effective date of this Agreement.

(2) As of effective date, the Transferor has transferred to the Transferee all the PACE program assets of the Transferor by virtue of an Asset Transfer Agreement between the Transferor and the Transferee.

(3) The Transferee has assumed all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all the obligations of the Transferor under the PACE Program Agreement by virtue of the above transfer.

(5) The Transferee has indicated a desire to assume the obligations of the Transferor under the PACE Program Agreement and to fully perform all obligations that may exist under the PACE Program Agreement.

(B) IN CONSIDERATION OF THESE FACTS THE PARTIES AGREE AS FOLLOWS:

(1) The Transferor confirms the transfer of the agreement to the Transferee, and waives any claims and rights against CMS that it now has or may have in the future in connection with the PACE Program Agreement.

(2) From and after the date of the change of ownership in § (A)(2), above, the Transferee agrees to be bound by and to perform all the duties and responsibilities of Transferor in each agreement in accordance with the conditions contained in the PACE Program Agreement. The Transferee also assumes all obligations and liabilities of, and all claims against the Transferor under the PACE Program Agreement incurred from and after the effective date of the change of ownership in §(A)(2), above.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the PACE Program Agreement with the same force and effect as if the action had been taken by the Transferee.

(4) CMS recognizes the Transferee as the Transferor's successor in interest in and to the agreement. From and after the date of the change of ownership the Transferee by this Agreement becomes entitled to all rights, title, and interests of the Transferor in and to the PACE Program Agreement. Following the

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effective date of this Agreement, the terms "Organization" and "Contractor" as used in the PACE Program Agreement shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of CMS against the Transferor. Notwithstanding any other provision of this Agreement, Transferor remains liable for all acts constituting a breach of the PACE Program Agreement occurring or arising before the effective date of the change of ownership, to the fullest extent of applicable laws and regulations.

(6) All payments and reimbursements previously made by CMS to the Transferor shall be considered to have discharged CMS's obligations under the PACE Program Agreement. All payments and reimbursements made by CMS after the effective date of this Agreement in the name of or to the Transferee, shall have the same force and effect as if made to the Transferor, and shall constitute a complete discharge of CMS's obligations under the PACE Program Agreement to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that CMS is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from this Agreement other than those that CMS in the absence of this Agreement would have been obligated to pay or reimburse under the terms of the PACE Program Agreement.

(8) The PACE Program Agreement shall remain in full force and effect except as modified by this Agreement. Each party has executed this Agreement which is effective as of the date signed below by the Centers for Medicare & Medicaid Services.

(9) The State acknowledges and consents to this Novation and holds CMS harmless for any liability that might result from the transfer.

(10) Each party certifies and warrants that it has full power and authority to enter into this Agreement.

(11) Each person executing this Agreement on behalf of a party certifies and warrants that he or she is authorized to enter into this Agreement on behalf of such party.

For the Centers for Medicare and Medicaid Services

Kathryn A. Coleman, Director, Medicare Drug & Health Plan Contract Administration Group

Printed Name

Title

Signature

Date

Centers for Medicare & Medicaid Services, 7500 Security Boulevard, Baltimore, MD 21244

Address

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For the PACE Organization (Transferor)

Printed Name

Title

Signature

Date

Address

For the PACE Organization (Transferee)

Printed Name

Title

Signature

Date

Address

For the State

Printed Name

Title

Signature

Date

Address