

NEIGHBORHOOD PACE by NeighborHealth
Program of All Inclusive Care for the Elderly

Serving the Communities of East Boston, Revere, Chelsea,
Winthrop and Everett, Stoneham, Malden, Medford, Melrose
and Boston's North End

Participant Enrollment Agreement

This program is supported through a cooperative agreement between NeighborHealth Corporation, US Department of Health and Human Services, Centers for Medicare & Medicaid Services and the Executive Office of Health and Human Services. The agreement is subject to renewal on a periodic basis and, if the agreement is not renewed, the program will be terminated.

CONTENTS

SECTION 1: Welcome to the Neighborhood PACE.....	4
SECTION 2: Special Features of Neighborhood PACE	5
1. Interdisciplinary Team (IDT) and Your Care Plan.....	5
2. Coordination and Authorization of Comprehensive Care	5
3. Neighborhood PACE Centers	6
4. Services Provided/Authorized Exclusively through Neighborhood PACE	7
SECTION 3: Benefits and Coverage	7
1. PACE Health Center Services.....	7
2. Outpatient Health Services.....	7
3. Inpatient Hospital Care	8
4. Emergency Care and Services	9
5. Skilled Nursing Facility and Nursing Facility Care	9
6. Home Health Care and Related Services.....	9
7. Dental Care.....	9
10. Palliative Care and End-of-Life Services.....	10
11. Other Health-Related Services.....	10
1. After-Hours Non-Emergency Care.....	10
2. Emergency Care.....	11
<i>Post-Emergency Stabilization Services.....</i>	<i>12</i>
3. Urgent Care.....	12
<i>Out of Service Area Coverage Provisions</i>	<i>13</i>
SECTION 5: Eligibility, Enrollment, and Disenrollment.....	13
Eligibility.....	13
Enrollment.....	13
Continuation of Enrollment.....	14
Disenrollment.....	15
<i>Voluntary Disenrollment.....</i>	<i>15</i>
<i>Involuntary Disenrollment.....</i>	<i>16</i>
Re-Enrollment	17
SECTION 6: Assessments and Care Plans	17
1. Assessments.....	17
2. Care Plan	17
3. Obtaining the Care and Services Included in Your Care Plan	17
4. Appeals of Care Plan Change	18
5. Request for Service Change.....	18

SECTION 7: Appeals Processes	19
<i>Standard Appeal.....</i>	<i>19</i>
<i>Expedited or “FAST” Appeal Process for Service Requests</i>	<i>20</i>
<i>External Appeals</i>	<i>22</i>
SECTION 8: Participant Grievance/Concern Process	23
SECTION 9: Monthly Payments	26
Your Monthly Bill: How Much Will You Have to Pay?	26
A. <i>MEDICARE AND MASSHEALTH or MASSHEALTH ONLY.....</i>	<i>26</i>
B. <i>MEDICARE ONLY.....</i>	<i>27</i>
C. <i>PRIVATE PAY (Neither Medicare nor MassHealth)</i>	<i>27</i>
Prescription Drug Coverage Late Enrollment Penalty	28
Instructions for Making Payments to Neighborhood PACE.....	28
Your Share of Costs for Nursing Facility Care	28
<i>For MassHealth Members.....</i>	<i>28</i>
SECTION 10: Service Exclusions and Limitations	29
SECTION 11: General Provisions	29
SECTION 12: Definition of Terms	32
SECTION 13: Participant Bill of Rights.....	35
<u>SECTION 14: Signature Pages</u>	<u>42</u>

SECTION 1: Welcome to the Neighborhood PACE

We are pleased to introduce you to Neighborhood PACE, a NeighborHealth coordinated care program for older adults with chronic care needs. We welcome you as a participant in the plan and urge you to review this booklet carefully. Feel free to ask questions about any of the information addressed. We will be happy to answer any questions or concerns. Please keep this booklet as this is your Enrollment Guide.

The purpose of Neighborhood PACE is to help you remain as independent as possible. The program coordinates a complete range of health and health-related services, all designed to keep you living in the community and in your own home for as long as it is safe and feasible. We are dedicated to providing a personalized approach to your care so that you, your family, and our health care staff can know each other well and work effectively together on your behalf.

Neighborhood PACE provides access to services 24 hours a day, 7 days a week, and 365 days a year. To treat the multiple chronic health problems of our participants, our network of health care professionals monitors changes in your health status, provide appropriate care, and encourage self-help. Medical, nursing, and nutrition services, physical therapy, occupational therapy, and in-home support are provided, along with such medical specialty services as audiology, dentistry, optometry, podiatry, psychiatry, and speech therapy. **All non-emergency services must be authorized in advance by your Neighborhood PACE Interdisciplinary Team.** Neighborhood PACE coordinates hospital and nursing facility care in its contracted facilities. With your permission, Neighborhood PACE will work in partnership with your family and/or caregiver, if applicable, to maintain your independence and safety in the community. Neighborhood PACE may also help with equipment to modify your home environment to increase safety and accessibility.

*Some of the terms used in this document may not be familiar to you.
Please refer to Section 12: Definition of Terms for explanations of terms used.*

SECTION 2: Special Features of Neighborhood PACE

PACE stands for Program of All-Inclusive Care for the Elderly. PACE Plans, including Neighborhood PACE have many special features including:

1. Interdisciplinary Team (IDT) and Your Care Plan

Your IDT includes a primary care provider (physician, nurse practitioner, or physician assistant), registered nurse, social worker, dietician, physical, occupational, and recreational therapists, the PACE center manager, home care coordinator, health aides, drivers, and others who will assist you. Each team member uses his or her special expertise to assess your health care needs and to call upon additional specialists, if necessary. Together with you, and your family if applicable, we create and implement a plan of care designed just for you.

2. Coordination and Authorization of Comprehensive Care

We have flexibility in providing care according to your needs. The IDT will work closely with you to identify and arrange for the services you need to meet your care plan goals.

You may receive the majority of your health care services at one of our PACE centers. The PACE center combines your primary care provider's office with rehabilitation, and with activities where you can socialize while getting the care you need.

In addition to our own clinical staff, we have contracts with other providers and facilities in our service area, including specialists (such as cardiologists, urologists, and orthopedists), hospitals, nursing facilities, pharmacies, and medical equipment suppliers.

The IDT may authorize services to be provided in your home, a hospital, or a nursing facility.

3. Neighborhood PACE Centers

We will work with you, and your family if applicable, to determine how the services and activities at PACE centers, and alternative care settings where some of our services are provided, can meet your needs. Attendance is based on your individual needs and preferences. We will provide transportation to our locations and other medical appointments, unless you prefer another arrangement.

PACE Center Locations:

Lewis Mall PACE Center	Winthrop PACE Center	Revere PACE Center
225 Sumner Street	26 Sturgis Street	10 Garofalo Street
East Boston, MA 02128	Winthrop, MA 02152	Revere, MA 02151
617-568-4426	617-568-6300	617-568-6333

PACE Owned and Operated Alternative Care Settings:

Wellness Center	Everett	Addison
26 Sturgis Street	801 Broadway	155 Addison Street
Winthrop, MA 02152	Everett, MA 02149	East Boston MA, 02128
617-568-4426	617-568-6350	617-568-6210

Neighborhood PACE utilizes the MassRelay service for deaf or hard of hearing participants who use a TTY or other device for telephone communication. TTY and ASCII users can call the relay service at 800-720-3480 for connection to Neighborhood PACE locations.

The general mailing address and administration phone number to Neighborhood PACE is:

**NeighborHealth Corporation
Attn: Neighborhood PACE
10 Gove Street
East Boston, MA 02128
617-568-6377**

4. Services Provided/Authorized Exclusively through Neighborhood PACE

The services offered by Neighborhood PACE are available to you because of a contract between NeighborHealth Corporation, the Executive Office of Health and Human Services; and the federal Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).

Once you have enrolled in Neighborhood PACE, you agree to receive services exclusively from Neighborhood PACE and its network of providers, with the exception of emergency services. All non-emergency services must be authorized in advance by your IDT. You may be fully and personally responsible for the cost of unauthorized or out-of-network services.

SECTION 3: Benefits and Coverage

Neighborhood PACE covers all items and services that are traditionally covered under Medicare and MassHealth, as authorized by your IDT. We also cover services that may not be available under original Medicare and MassHealth when the IDT determines such services are necessary to improve and/or maintain your overall health status. All authorized benefits are fully covered by Neighborhood PACE leaving you with no out-of-pocket costs to the Provider.

1. PACE Health Center Services

- Primary care provider services, including routine care, preventive health care, physical examinations, and treatment of illness
- Physical therapy, speech therapy, and occupational therapy
- Personal care
- Supportive services, including social services and transportation
- Nutrition counseling and education
- Meals
- Recreational therapy

2. Outpatient Health Services

- Specialist services, including, but not limited to: cardiology, gastroenterology, oncology, urology, rheumatology, pulmonology, and dermatology
- Women's health services (routine or preventive)

- Nursing care
- Home health care
- Laboratory tests, x-rays, and other diagnostic services
- Physical therapy, speech therapy, and occupational therapy
- Prosthetics and orthotics
- Personal care attendant services
- Drugs and medications prescribed by your provider (only if obtained from a pharmacy designated by Neighborhood PACE, except when provided for emergency services or authorized post-emergency or urgent care services)
- Durable medical equipment
- Podiatry
- Vision care, including examinations, treatment, and corrective devices such as eyeglasses
- Psychiatry, including evaluation, consultation, diagnostic, and treatment service
- Audiology evaluation, hearing aids, repairs, and maintenance
- Non-emergency ambulance transportation

3. Inpatient Hospital Care

- Room and board
- Meals, including special diets
- General medical and nursing services
- Medical, surgical, and special care such as intensive care and coronary care unit
- Laboratory tests, x-rays, and other radiology services
- Other diagnostic procedures
- Use of appliances such as wheelchairs
- Drugs and biologicals
- Rehabilitative care
- Blood and blood derivatives
- Surgical care, including anesthesia
- Use of oxygen
- Physical, speech, occupational, and respiratory therapies
- Social services

4. Emergency Care and Services

- Ambulance
- Emergency room care and treatment including hospitalization, if necessary

For more information regarding emergency services, please see Section 4: Access to After-Hours Care, Emergency Care, and Urgent Care.

5. Skilled Nursing Facility and Nursing Facility Care

- Room and board
- Physician and nursing services
- Meals, including special diets
- Custodial or residential care
- Personal care and assistance
- Drugs and biologicals
- Physical, speech, and occupational therapies
- Social services
- Medical supplies and appliances
- Other services determined necessary by the Interdisciplinary Team

6. Home Health Care and Related Services

- Skilled nursing services
- Physician visits
- Physical, speech, and occupational therapies
- Social services
- Home health aide services
- Homemaker/chore services
- Medical supplies and equipment
- Home-delivered meals

7. Dental Care

Neighborhood PACE will assess your dental status and will offer dental services that meet your individual needs, and meet accepted standards, to optimize your oral health and nutrition.

Available dental services include (but are not limited to):

- Routine Dental Exams and Cleanings

- Full mouth X-rays
- Restorative fillings
- Single Crowns
- Dentures

Dental Care is provided by Neighborhood PACE contracted dentists and all treatment plans are subject to prior approval by Neighborhood PACE.

10. Palliative Care and End-of-Life Services

Palliative Care and end-of-life services are generally provided by the PACE IDT but may also be provided by our contracted providers or facilities. Such services may include in-home personal care, skilled nursing, physician/nurse practitioner, and social work visits, pain management, and spiritual support for you and your family.

11. Other Health-Related Services

Other health-related services may be approved by the IDT and included in your Care Plan. You can also request a service through the Service Request process. If your request is denied by the IDT, service request denials can be appealed.

SECTION 4: Access to After-Hours Care, Emergency and Urgent Care

1. After-Hours Non-Emergency Care

(Weekdays 4:00 p.m. to 8:00 a.m., weekends, and holidays)

There may be times when you need to speak with a nurse, nurse practitioner, or physician to receive advice or treatment for an injury or onset of an illness that simply cannot wait until regular Neighborhood PACE business hours.

When you need non-emergency care after hours, there is always a provider available 24 hours a day, 7 days a week, and 365 days a year. When you call your PACE center phone number after hours, your call will be answered by Neighborhood PACE's answering service. The answering service will contact the on-call provider to assist you.

For after-hours **non-emergency** care, call Neighborhood PACE at 617-568-6377.

2. Emergency Care

Neighborhood PACE covers emergency care for an emergency medical condition. ***In an emergency, please call 911.*** An emergency is a life-threatening medical condition. If not diagnosed and treated immediately, emergency medical conditions could result in serious and permanent damage to your health.

Examples of an emergency can include:

- Chest pain / symptoms of a heart attack;
- Choking;
- Severe bleeding;
- Severe difficulty breathing;
- Significant injury from a fall;
- Sudden unexpected onset of a serious illness;
- Symptoms of a stroke; and
- Unexpected or sudden loss of consciousness

Prior authorization is not needed for emergency care.

If you are not sure if you're having an emergency, please call your Neighborhood PACE Center for medical advice.

If you call 911 and receive emergency treatment, please have someone notify Neighborhood PACE to let us know what has happened. Your primary care provider will be called immediately to coordinate your care.

If you receive emergency care when you are temporarily outside of the service area, please ask the Provider to send bills to Neighborhood PACE:

NeighborHealth
Attn: Neighborhood PACE
10 Gove Street
East Boston, MA 02128
617-568-7214

If you have paid for emergency medical services you received outside of the service area, request a receipt from the facility, pharmacy or physician involved. This receipt must show the provider's name, date and type of treatment, date of

discharge if hospitalized, and the amount you were required to pay. Please bring a copy of the receipt to your PACE Center or mail to the address above for reimbursement.

Post-Emergency Stabilization Services

Post-emergency stabilization services are services provided after you have received emergency medical treatment. The physician(s) who treated you for the emergency may consider certain services necessary after your condition has been stabilized.

Post-emergency stabilization services are not emergency services and must be pre-approved by the IDT before being provided outside the Neighborhood PACE Provider Network. Neighborhood PACE will cover post-emergency stabilization services that have not been pre-approved by the IDT if you or someone acting on your behalf tried but did not receive a call back from Neighborhood PACE within one hour of calling for approval, or if we cannot be contacted for approval.

For approval of services call your Neighborhood PACE at 617-568-6377.

3. Urgent Care

Urgent care is defined as care you receive when you are temporarily out of the Neighborhood PACE service area and you believe that your illness or injury is too severe to wait until you return to the service area, but your life or functioning is not in serious danger. Urgent care does not include services provided to treat an emergency condition, nor does it include primary care services.

To be covered, urgent care services should be pre-approved by Neighborhood PACE.

Your provider or the provider on-call will assess your condition to determine if immediate care is required and will coordinate care with out-of-network medical providers if needed.

Neighborhood PACE will cover ***out-of-network urgent care services*** that have not been pre-approved if we do not respond to a request for approval within one hour of being contacted, or if we cannot be contacted for approval.

Out of Service Area Coverage Provisions

Before you leave the service area, you should notify the IDT. They will make arrangements to ensure that you receive the care and medications you need and explain what to do if you become ill or injured while away. If you are hospitalized, you or a family member should notify us within 48 hours, or as soon as it is reasonably possible to do so.

Medical care received outside of the United States will not be covered by Neighborhood PACE, except as may be permitted under Medicare or MassHealth.

SECTION 5: Eligibility, Enrollment, and Disenrollment

Eligibility

You are eligible to enroll in Neighborhood PACE if you:

- Are at least 55 years of age;
- Are capable of living safely in the community at the time you enroll without endangering your health or safety;
- Meet the requirements of MassHealth for needing the level of care provided by a nursing facility; and
- Live in the service area, which includes:

Middlesex County

02148, 02149, 02155, 02176, 02177, 02180

Suffolk County

02109, 02111, 02113, 02128, 02150, 02151, 02152

Enrollment

Coverage in Neighborhood PACE always begins on the first of the month following the signing of the Enrollment Agreement. Enrollment in PACE results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit.

You will receive an insurance card that will replace your Medicare and/or MassHealth cards and can be brought with you on Medical Appointments. You will also be given a signed copy of the Neighborhood PACE Participant Enrollment Agreement, which includes important Terms and Conditions of your enrollment, as well as emergency information to post in your home that identifies you as a

participant in Neighborhood PACE and explains how to access emergency services.

You may receive notifications from Medicare, Medicare Advantage Plans or Part D Plans. To protect your enrollment in Neighborhood PACE, please contact the Business Office with any questions or concerns regarding Medicare, Medicare Part D or MassHealth. You may contact the Business Office by calling 617-568-6377. If you elect enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the Medicare hospice benefit, after enrolling in Neighborhood PACE, it will be considered a voluntary disenrollment from PACE. Additionally, if you are not eligible for Medicare when you enroll in Neighborhood PACE and become eligible after enrollment, you will be disenrolled if you elect to obtain Medicare coverage other than from Neighborhood PACE.

Continuation of Enrollment

Qualifying for Nursing Home Level of Care

The level of care that you need will be assessed at least annually to ensure that it still meets the requirements of MassHealth. If the State determines that you no longer meet the criteria for nursing facility level of care, and you are not deemed eligible because your needs would be greater without PACE services and supports, you will not be eligible to continue your enrollment with Neighborhood PACE. Neighborhood PACE will notify you in writing that we must disenroll you from the plan. We will assist you in the transition back to other Medicare/MassHealth programs as applicable. You have the right to appeal to the Executive Office of Health and Human Services (See Section 7: Appeals Processes.)

Continuation of MassHealth or Other Payment Agreements

If you are receiving benefits under the MassHealth program, you are required to re-apply for these benefits on a schedule determined by MassHealth. Our insurance specialists will assist you in completing the MassHealth application and documentation requirements. Should you decline to complete the MassHealth re-determination process, or be found ineligible for coverage under MassHealth, you will be required to pay a monthly premium to Neighborhood PACE in order to remain enrolled. Neighborhood PACE will notify you in writing of your monthly payment amount.

Failure to pay the monthly premium may result in disenrollment from Neighborhood PACE. Please contact the Business Office if you have any questions or you would like to make a payment arrangement.

Disenrollment

Your benefits under Neighborhood PACE can be stopped if you choose to disenroll from the program (voluntary termination) or if you no longer meet the conditions of enrollment (involuntary termination).

You are required to continue to use Neighborhood PACE services and to pay your premium, if applicable, until your disenrollment becomes effective. Neighborhood PACE will continue to provide all necessary services until your disenrollment is effective.

Neighborhood PACE will work to transition you back into other MassHealth and/or Medicare programs for which you are eligible as quickly as possible. Medical records will be forwarded to your new providers within 30 days, and referrals to other resources in the community will be made to assure continuity of care.

Neighborhood PACE will provide you with information explaining that you may not receive all the same services and benefits in other optional Medicare or MassHealth programs following disenrollment from PACE.

Voluntary Disenrollment

You may voluntarily disenroll from Neighborhood PACE at any time and for any reason. Please notify Neighborhood PACE verbally or in writing if you wish to disenroll. You will be asked to sign a disenrollment form confirming that you no longer wish to receive services through Neighborhood PACE. You should discuss this decision with your social worker or Center Director.

Please note that electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit or Medicare Part D plan, after enrolling as a PACE participant, is considered voluntary disenrollment from PACE.

The effective date of your voluntary disenrollment will be the first day of the month following the date you notify us that you wish to disenroll.

Involuntary Disenrollment

Neighborhood PACE will do everything possible to avoid involuntary disenrollment. However, Neighborhood PACE can terminate your benefits with approval from the State and with 30 days' written notification if:

- You move out of the service area or are out of the service area for ***more than 30 consecutive days***, unless Neighborhood PACE agrees to a longer absence due to extenuating circumstances. Please note that it is your responsibility to inform Neighborhood PACE if you move or plan to have a lengthy absence from the service area.
- You or your caregiver engage in disruptive or threatening behavior, which jeopardizes your health or safety or the safety of others.
- You have decision-making capacity and consistently refuse to comply with the terms of your individual plan of care or the Neighborhood PACE Enrollment Agreement.
- You fail to pay or make satisfactory arrangements to pay any premium due to Neighborhood PACE, any applicable MassHealth spend down liability, or any amount due under the post-eligibility treatment of income process, after the 30-day grace period.
- You are no longer determined to meet MassHealth nursing facility level of care requirements and are not deemed eligible.
- Neighborhood PACE loses the state licenses or contracts with outside providers enabling Neighborhood PACE to offer health care.
- NeighborHealth Corporation's agreement with the Centers for Medicare and Medicaid Services and MassHealth is not renewed or is terminated.

Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the day we send you notice of your disenrollment. If you are notified of involuntary disenrollment because of failure to submit monthly payment(s) or any amount due to Neighborhood PACE, and you pay, or make satisfactory arrangements to pay, the amount due to Neighborhood PACE before the effective date of your disenrollment, you will remain enrolled without interruption of your coverage.

Re-Enrollment

If you previously disenrolled from Neighborhood PACE, you may reapply and re-enroll, providing you meet the eligibility requirements.

Please note, enrollment or disenrollment must take place directly with Neighborhood PACE, and not at a Social Security office.

SECTION 6: Assessments and Care Plans

1. Assessments

Your interdisciplinary team will conduct a comprehensive assessment within 30 days of your enrollment in Neighborhood PACE and at least semi-annually (every six months).

2. Care Plan

Your IDT will work with you and, as appropriate, your family and/or caregiver to develop a **Care Plan** to address your medical, physical, social, and emotional needs. Care plans are updated at the time of your comprehensive assessment and throughout the year to reflect your changing needs and priorities.

All female participants are entitled to choose a qualified specialist for women's health services from the Neighborhood PACE network of providers to provide routine or preventive women's health services. Your care plan will include all Medicare and MassHealth covered items and services that you need, as well as other services determined necessary by your IDT to improve and maintain your overall well-being.

3. Obtaining the Care and Services Included in Your Care Plan

Neighborhood PACE provides primary medical, preventive, and community-based support services through a combination of PACE staff and contracted providers. Neighborhood PACE has a network of specialists and health care facilities available for specialty and hospital care. When the IDT determines that you need these services, they will make arrangements to provide that care. A list of the major contracted providers and facilities is available upon request in the Business Office of Neighborhood PACE and on the Neighborhood PACE website. We will give you an updated list of our contracted providers and facilities when you enroll

and annually, and at other times during the year if there is a change that could affect the care and services you receive.

4. Appeals of Care Plan Change

The IDT may make care plan adjustments that result in a service you were receiving being reduced or stopped. You can make the request that the service be modified or continued, and you can request a service you feel you need but are not receiving. If the IDT denies your request, you may appeal that denial. See Section 7: Appeals Processes.

5. Request for Service Change

You or your caregiver or representative can request a change in services at any time. You do not have to wait for your six-month review to request a change in services. This includes requesting a new service, requesting to change (modify) a service you are currently receiving, or requesting to continue a service that you have been receiving which the IDT has proposed to stop.

When you or your representative make a service request, unless a member of the IDT is immediately able to approve your request, the IDT will conduct its review and notify you of its decision to approve or deny your request as quickly as required to address your medical condition, but no later than three calendar days after we receive the request.

There are exceptions to this time frame. We may extend our review period up to five additional calendar days by notifying you within 24 hours of the extension if one of the following occurs:

- a. You or your caregiver or representative requests an extension of the review process; or
- b. Our IDT determines that it is in your best interest to gather and consider additional information.

If your request is approved, we will notify you or your caregiver or representative verbally or in writing, and we will let you know when you can expect to receive the service. If the IDT determines that it is necessary to deny your request, we will notify you or your caregiver or representative both verbally and in writing. We

will explain the specific reason(s) for the denial and inform you of your appeal rights (see Section 7: Appeals Processes).

SECTION 7: Appeals Processes

All of the staff at Neighborhood PACE share responsibility for providing you with the comprehensive health care services identified in your Plan of Care as authorized by the Interdisciplinary Team. An ***appeal*** is the action you may take when you disagree with Neighborhood PACE's decision not to cover or not to pay for a service. Neighborhood PACE will provide you with written information on the appeals process when you enroll, at least annually, and any time the IDT denies your service request or request for payment.

You are encouraged to file an appeal when Neighborhood PACE has:

- a. Denied your request to start, modify, or continue a service; or
- b. Failed to pay for services that you believe should have been covered.

If you disagree with our decision, you or someone acting on your behalf can file an appeal request. There are two types of internal appeal processes:

- Standard appeal process
- Expedited or "FAST" appeal process for service requests.

If you need help with your appeal request, call your social worker or Center Director to ask for help.

Standard Appeal

The process for filing a standard appeal is as follows:

1. You may notify your Center Manager or Social Worker that you would like to file an appeal in person, or by calling:
617-568-6377.

You may also send an appeal request in writing to our general mailing address:

NeighborHealth Corporation
10 Gove Street
East Boston, MA 02128
Attn: Neighborhood PACE Appeals

Or by fax to 617-568-6280. ***Be sure to direct the fax to the Clinical Director.***

2. As soon as we receive your appeal request, a Clinical Director from Neighborhood PACE will appoint an impartial and appropriately credentialed third party not involved in the original decision and who does not have a stake in the outcome to review your appeal.
3. You and/or your representative will have an opportunity to present information related to the appeal request in person as well as in writing.
4. Neighborhood PACE will make a decision about your ***standard appeal request*** as quickly as your health condition requires, but no more than 30 calendar days after we receive your appeal.
5. Neighborhood PACE will address your appeal in a confidential manner.
6. During the appeals process, Neighborhood PACE will continue to provide all of your required services.
7. For a ***Medicare-only or private pay*** participant, Neighborhood PACE may discontinue disputed service(s), pending outcome of the appeal. In the event that you or your representative believes that the service denial or reduction in services will endanger your health or safety, you may request an expedited or “FAST” decision (within 72 hours) as described below under Expedited or “FAST” Appeal Process for Service Requests.
8. For a ***MassHealth*** participant, Neighborhood PACE will continue to provide the disputed service(s) until a decision is made on the appeal request if:
 - a. Neighborhood PACE is proposing to stop or reduce services currently being provided to you, and
 - b. You request continuation with the understanding that you may be financially responsible for the payment of disputed services provided during the appeals process if the original decision is upheld.

Expedited or “FAST” Appeal Process for Service Requests

Neighborhood PACE has a special expedited or “FAST” appeal process for situations in which you or your representative believe that your life, health, or

ability to regain or maintain maximum function will be in serious danger if the requested service is not provided.

If you need a FAST appeal, contact your PACE Center, and speak with either your Center Director or primary care provider. After-hours the On-Call Administrator will immediately contact Neighborhood PACE senior staff to begin the expedited appeal review process.

Neighborhood PACE will respond to requests for expedited (FAST) appeals as quickly as your health condition requires, but ***no later than 72 hours*** after we receive the appeal, unless we determine that extra time is needed to review your request.

Neighborhood PACE may extend the 72-hour review time by ***up to 14 calendar days*** for either of the following reasons:

- a. You request the extension, or
- b. Neighborhood PACE justifies to MassHealth the need for additional information and how the delay is in your best interest.

Neighborhood PACE will contact you or your designated representative by telephone to notify you of our decision. We also will send you a letter confirming this decision.

If the appeal decision on your standard or expedited appeal is fully in your favor, Neighborhood PACE will furnish you with the disputed services(s) as quickly as your health condition requires.

If the decision is not fully in your favor, we will provide you with written notification that will include the specific reason(s) for the denial, why the service would not improve or maintain your overall health, your right to appeal the decision, and a description of your external appeal rights through either the Medicare or MassHealth program. (See External Appeals below.) We also will notify MassHealth and the Centers for Medicare and Medicaid Services (CMS) of our decision.

External Appeals

If the decision on your internal appeal is not fully in your favor, you may have your appeal reviewed by an External Reviewer through either MassHealth or Medicare's Independent Review Entity.

It is our responsibility to explain to you how each of these processes work and to help you decide which external review process to use if you are entitled to both MassHealth and Medicare. The external appeal may only be made to one or the other (Medicare or MassHealth), but not both.

If you would like to have your appeal request reviewed by an external reviewer, you or your representative should contact your social worker or Center Director.

Once a decision has been made concerning which External Review process will be used, Neighborhood PACE will forward your appeal request and all supporting documentation to that entity.

If you are **enrolled in both Medicare and MassHealth OR Medicare only** and choose to appeal our decision using Medicare's external appeals process, we will send your appeal to Medicare's current contracted independent review entity to review your appeal. A written request for reconsideration must be filed with Medicare's independent review entity within sixty (60) calendar days from the date of the decision by the third-party reviewer of the internal appeal. The Medicare independent review entity will contact us with the results of their review. They will either maintain our original decision or change our decision and rule in your favor.

If you are **enrolled in both Medicare and MassHealth OR MassHealth only** and choose to appeal our decision using the MassHealth external appeals process, Neighborhood PACE staff will offer you timely assistance in filing a Request for Fair Hearing form when you let us know you intend to appeal. Assistance will be provided in a timeframe that is consistent with your needs and in keeping with required timeframes for filing. Fair Hearing requests must be filed with the Board of Hearings within sixty (60) calendar days of the date of receipt of the Neighborhood PACE appeal denial decision. A copy of the completed Fair Hearing Request Form will be provided to the participant. MassHealth appeals may be filed by mail, telephone, or fax, at:

Board of Hearings
Office of Medicaid
100 Hancock Street, 6th floor
Quincy, Massachusetts 02171
Telephone: 800-841-2900
Fax: 617-887-8797

If Neighborhood PACE's decision is overturned by either the Medicare Independent Review Entity or the MassHealth Board of Hearings, we will arrange or provide the requested services as quickly as your health condition requires. If the overturned appeal involves a disputed claim for previously received services, we will pay the claim within 30 calendar days of the date we are notified of the decision.

SECTION 8: Participant Grievance/Concern Process

A ***grievance/concern*** is a complaint, made either in writing or verbally, expressing dissatisfaction with the delivery of your services or the quality of your care, regardless of whether you are requesting any action be taken as a result. Grievances may be between you and Neighborhood PACE, or between you and one of your other service providers through the PACE program.

You will never be discriminated or retaliated against, nor be made to be afraid of discrimination or retaliation, because you have made a grievance. Neighborhood PACE will continue to provide you with all of your required services during the grievance process. The confidentiality of your grievance will be maintained throughout the grievance process and information pertaining to your grievance will only be released to authorized individuals.

You will receive written information on the grievance process when you enroll and at least annually thereafter.

A grievance may include, but is not limited to:

- The quality of services you receive in your home, at the PACE center, or in an inpatient stay (hospital, rehabilitative facility, skilled nursing facility, intermediate care facility, or residential care facility);

- Wait times on the telephone, in the waiting room, or exam room;
- Behavior of any of the care providers or program staff;
- Adequacy of center facilities;
- Quality of the food provided;
- Transportation services; and
- A violation of your rights.

A grievance can be made by you, your family member or caregiver, or your designated representative. The information below describes the grievance process.

1. You can verbally discuss your grievance either in person or by telephone with PACE program staff of the center you attend, or with any Neighborhood PACE contracted provider. This includes your driver, and the providers who care for you in your home. If you discuss your grievance with a contracted provider, they will let a Neighborhood PACE staff person know the details of your complaint. The staff person will make sure that your grievance is thoroughly documented. You will need to provide complete information of your grievance so the appropriate staff person can respond and help to resolve your grievance in a timely and efficient manner. If you wish to submit your grievance in writing, please send your written grievance to:

NeighborHealth Corporation
 Attn: Neighborhood PACE, Member Experience Manager
 10 Gove Street
 East Boston, MA 02128

You may also contact our Member Experience Manager at 617-997-6435 to receive assistance in submitting a grievance.

For the hearing impaired (TTY/TDD), Neighborhood PACE utilizes the MassRelay service for deaf or hard of hearing participants who use a TTY or other device for telephone communication. TTY and ASCII users can call the relay service at 800-720-3480 for connection to Neighborhood PACE locations to assist you with your grievance submission.

2. The staff member who receives your grievance will coordinate the investigation when the cause of your issue needs to be looked into, and

investigation of your grievance will begin immediately to find solutions and take appropriate action. All information related to your grievance will be kept strictly confidential, including from other Neighborhood PACE staff and contracted providers when appropriate. Please note, if you do not wish to be notified of the grievance resolution, let us know at the time you make your grievance. We will still investigate, but we will note your wishes and will not send you any further notifications.

3. Neighborhood PACE staff will take action to resolve your grievance as quickly as your case requires, but no later than thirty (30) calendar days after receipt of your grievance.
4. Neighborhood PACE will notify you of the resolution as quickly as your case requires, but no later than three (3) calendar days after the date we resolve your grievance. We will notify you either verbally or in writing based on your preference. The exception is for grievances related to quality of care, for which we will always provide written notification of the grievance resolution. The notification we provide will include a summary of your grievance, what we found as a result of our investigation, what actions we have taken or are going to take to resolve the issue, and when you can expect those actions to occur.
5. If you have Medicare and your grievance is related to Medicare covered services, you, your family or caregiver, or your designated representative have the right to file a written complaint with the quality improvement organization (QIO). If you submit a complaint to the QIO, Neighborhood PACE must cooperate with them to resolve the complaint. This information will also be included in the resolution notification you receive if you have submitted your grievance to Neighborhood PACE as an additional option available to you.

If you are not satisfied with the resolution, please let us know so that we can continue to work towards a resolution that is acceptable. You also have the option of contacting 1-800-MEDICARE (1-800-633-4227) or your state Ombudsman at [My Ombudsman](#) or by calling 855-781-9898. For the hearing impaired, you can contact 339-224-6831.

SECTION 9: Monthly Payments

Your Monthly Bill: How Much Will You Have to Pay?

Your payment each month will depend on your eligibility for Medicare and/or MassHealth and is described below. These payments are subject to change at least annually due to changes in your income and/or Medicare and MassHealth regulations. You will be notified in writing of changes to your monthly premium or deductible. If applicable, your monthly payments will be due on the first of each month beginning on the first day of your Enrollment and are non-refundable. Please refer to page 45.

If you are eligible for Medicare, you will continue to pay your monthly Medicare Part B payment to the Social Security Administration (SSA), or it will continue to be deducted from your Social Security check, if applicable. If your eligibility for Medicare or MassHealth, or the amount of your MassHealth deductible (spend down), changes while you are Neighborhood PACE participant, your monthly payment will be adjusted to reflect the change.

A. MEDICARE AND MASSHEALTH or MASSHEALTH ONLY

If you are eligible for both Medicare and MassHealth, or MassHealth only, you will make no monthly premium payment to Neighborhood PACE and you will continue to receive all PACE services, including prescription drugs. You will not have any co-payments for services. However, you may be liable for any applicable MassHealth spend down liability and any amount due under the post-eligibility treatment of income process (share of cost if you need to reside in a nursing facility). If you have a MassHealth spend down obligation, this obligation is determined solely by MassHealth and is based upon the income information you submit with your MassHealth application.

If applicable, your monthly payment of \$ _____ starts on the first day of enrollment (please refer to page 45) and is payable to Neighborhood PACE. Neighborhood PACE will then pay this amount to MassHealth on your behalf.

B. MEDICARE ONLY

If you have Medicare (Part, A, Part B, or both A and B) and are not eligible for MassHealth, then you will pay a monthly premium to Neighborhood PACE. The amount you pay is determined by the Executive Office of Health and Human Services. Your Enrollment Coordinator will help determine what the monthly premium will be.

Your monthly premium of \$ _____ starts on the first day of enrollment (please refer to page 45). Because this fee does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$ _____. *

You may pay both fees together or you may contact the Business Office of Neighborhood PACE at 617-568-6377 for additional payment options or to discuss a payment plan.

c. PRIVATE PAY (Neither Medicare nor MassHealth)

If you are not eligible for Medicare or MassHealth, you will pay a monthly premium to Neighborhood PACE determined by the State of Massachusetts and Medicare. Your IDT will help determine what the monthly premium will be.

Your monthly premium of \$ _____ starts on the first day of enrollment (please refer to page 45) and includes the cost of all benefits and services, including prescription drugs.

*The monthly Medicare Prescription drug coverage fee will be the rate that is approved by the Centers for Medicare and Medicaid Services (CMS). This rate is calculated on an annual basis. You will be notified of the current approved prescription drug rate at enrollment and annually thereafter.

All premium payments are due by the first of the month in which you are enrolled and are non-refundable.

Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in Neighborhood PACE after going without Medicare prescription drug coverage or coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact the Business Office of Neighborhood PACE at 617-568-6377 for more information about whether this applies to you.

Instructions for Making Payments to Neighborhood PACE

If you have to pay a monthly charge to Neighborhood PACE, you must pay the money by the first day of the month after you sign the Enrollment Agreement. The monthly charge will then be due on the first day of every month. Payment can be made by check or money order to:

NeighborHealth Corporation
PO Box 55442
East Boston, MA 02128

Your Share of Costs for Nursing Facility Care

If at any time the IDT decides with you and your family that you can no longer be cared for properly and safely in your home, you may need to be admitted to a nursing facility. This may be for a short period of time or, if necessary, it may be for a permanent residency. Neighborhood PACE has contracts with selected nursing facilities in which participants will be admitted for both short and long-term care. The contracted nursing facilities of Neighborhood PACE are included on our list of contracted providers.

As a participant in Neighborhood PACE, you agree to receive in-patient short and long-term care services in one of our contracted nursing facilities.

For MassHealth Members

- If the team determines that you require short-term nursing facility placement, and you are expected to return to safe, independent living in the community, you may remain at the MassHealth community financial eligibility standard for a period of up to six (6) months, if approved by the

IDT to continue rehabilitation services. If applicable, you will continue to pay the MassHealth community deductible (spend down) amount directly to Neighborhood PACE.

- Should you lose your community residence while you are in the nursing home, or if the team determines that your current residence is not adequate to meet your health and safety needs, you may be required to switch to permanent residency status in the nursing home until such time as you can secure an adequate community residence.
- If at any time it is determined that you require a permanent residency in the nursing facility, you may be required to share in the costs of nursing facility care. All monthly resources, including Social Security and pensions, become payable to the nursing facility, less a monthly personal needs allowance (set by MassHealth) that you may retain. If you are currently a recipient of SSI assistance payments and become a permanent resident in a nursing facility, your SSI payments will cease.
- Your share of cost payments is payable to the nursing facility. If you and/or your family have questions about these payments and procedures, call the Business Office of the Skilled Nursing Facility directly.

SECTION 10: Service Exclusions and Limitations

Except for emergency services, all care requires authorization in advance by the IDT. The staff of Neighborhood PACE promise to give you the very best care possible, but there are some things they cannot do for you. The following services are excluded under Neighborhood PACE:

1. Cosmetic surgery, unless it is required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
2. Experimental medical, surgical, or other health procedures.
3. Any services rendered outside the United States, except as may be permitted by Medicare and MassHealth.

SECTION 11: General Provisions

1. ***Changes to Agreement:*** Changes to this Agreement may be made if they are approved by both CMS and MassHealth. We will give you at least 30

days written notice of any change, and we will provide you with an updated copy and explain the changes to you and your caregiver.

2. ***Continuation of Services on Termination:*** If your enrollment in Neighborhood PACE ends for any reason, you will be reinstated back into other Medicare and Medicaid programs, according to your eligibility. Neighborhood PACE will work to ensure a smooth transition so you continue to get the care you need.
3. ***Cooperation in Assessments:*** In order for us to determine the best services for you, your full cooperation is required during our assessment of your needs at enrollment and at least twice a year once you enroll as a participant, and in providing us with medical and financial information. Please let us know of any changes as quickly as possible.
4. ***Governing Law:*** Neighborhood PACE is subject to the requirements of the Commonwealth of Massachusetts Office of MassHealth (MassHealth) and the US Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS). Neighborhood PACE must follow all laws and regulations whether or not they are specifically included in this document.
5. ***No Assignment:*** You cannot assign any benefits or payments due under this Agreement to a person, corporation, or other organization. Any assignment by you will be void. Assignment means the transfer to another person or organization of your right to the services provided under this plan or your right to collect money from us for those services.
6. ***Notice:*** Any notice that we give you under this Agreement will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of address or other contact information. When you give us any notice, please either call 617-568-6377 or mail it to:

NeighborHealth Corporation
Attn: Neighborhood PACE
10 Gove Street
East Boston, MA 02128

7. ***Notice of Network/Provider Contract Changes:*** We will give you reasonable notice of any changes in our provider network that could affect the services you receive. This includes hospitals, physicians, or any other person or institution with which we have a contract to provide services or benefits. We will arrange for you to receive services from another provider if this affects you.
8. ***Policies and Procedures Adopted by Neighborhood PACE:*** We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.
9. ***Your Medical Records:*** It may be necessary for us to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, other practitioners, or contracted providers who treat you. By accepting coverage under this contract, you authorize us to obtain and use such records and information in compliance with HIPAA and other laws covering privacy and confidentiality. Access to your own medical record is permitted in accordance with Massachusetts General Law c.111, sect. 70E.
10. ***Who Receives Payment Under this Agreement:*** Payment for services provided and authorized by the Interdisciplinary Team under this contract will be made by Neighborhood PACE directly to the provider. **You are not required to pay anything that is owed by Neighborhood PACE to providers. However, you may be personally responsible for the cost of unauthorized or out-of-network services, except in case of emergency services.**
11. ***Authorization to Take and Use Photographs:*** As part of the routine administration of this plan, photographs of participants may be taken for purposes of identification. We will not use these photographs for any other purpose unless we get written permission from you or your legal representative. Additional photos, for use in marketing materials, newsletters, and other communications, will be taken only with your written consent.

SECTION 12: Definition of Terms

1. **Benefits and Services** mean the health and health-related services we provide through this Enrollment Agreement and your individualized Plan of Care as authorized by our Interdisciplinary Team. These services include the benefits you would otherwise receive through Medicare and/or MassHealth, plus additional services that may be authorized by the Interdisciplinary Team to maintain or improve your care.
2. **Enrollment Agreement** means this Agreement between you and Neighborhood PACE by NeighborHealth, which tells you about Neighborhood PACE, who is eligible to be a participant, how to enroll and how to cancel enrollment, what kind of care you will receive, what your rights are, and all other requirements of Neighborhood PACE. You must sign the Enrollment Agreement before you can be a Neighborhood PACE participant. After you sign this agreement, you will get Neighborhood PACE services until you voluntarily or involuntarily end your enrollment and participation.
3. **Eligible for Nursing Facility Care** means that your health status, as evaluated by Neighborhood PACE Interdisciplinary Team and determined by MassHealth, meets the Commonwealth of Massachusetts criteria for nursing facility care. You must need nursing home level of care as determined by MassHealth to be eligible for Neighborhood PACE.
4. **Contracted Provider** means a health facility, health care professional, or agency that has contracted with Neighborhood PACE to provide health and health-related services to Neighborhood PACE participants.
5. **Emergency Medical Condition** means an illness or injury that is so serious that it is life threatening and/or could cause your health or bodily functions to be in danger. Prior authorization for treatment of an emergency medical condition is not required.
6. **Exclusion** means any service or benefit that Neighborhood PACE is not permitted to provide according to federal regulation.

7. **Health Services** means services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology. Health services may be provided at Neighborhood PACE Centers, in your home, in professional offices of contracted specialists or other providers, hospitals, or nursing homes under contract with Neighborhood PACE.
8. **Health-Related Services** mean those services that support health services and help you maintain your independence. These services include personal care attendants, homemaker/chore assistance, recreational therapy, escort, translation, or transportation services, home-delivered meals, help in handling your money and paying your bills, and assistance with housing problems.
9. **Hospital Services** mean those services that are generally and customarily provided by acute general hospitals.
10. **Interdisciplinary Team** referred to throughout this agreement as "IDT" means the Neighborhood PACE professional team consisting of a primary care provider (PCP), registered nurse(s), master's-level social worker (MSW), personal care attendant, home care coordinator, driver, physical, recreational, and occupational therapists, PACE center manager, and a dietitian. Members of the IDT will assess your medical, physical, emotional, and social needs and develop a plan of care that identifies the services you need. Many of the services are provided and monitored by this team. All services you receive must be authorized by your primary care provider or other qualified clinical professionals on the IDT. Your needs will be reassessed by the team at least twice a year, and changes in your treatment plan may occur. You have the right to request a reassessment at any time.
11. **MassHealth Deductible (Spend Down)** means that if your income exceeds the MassHealth standards, the amount in excess is considered your monthly liability for any medical expense incurred. MassHealth multiplies the excess by six because your eligibility is based on a six-month period. The amount is called your MassHealth deductible (spend down).

12. **Monthly Payment** means the amount, if any, you must pay in advance each month to Neighborhood PACE to receive benefits under this Enrollment Agreement.
13. **Neighborhood PACE** means the Program of All Inclusive Care for the Elderly. Neighborhood PACE is the comprehensive service plan that integrates acute and long-term care for older people with serious health problems. PACE arranges for participants to come to the Neighborhood PACE center to receive individualized care from doctors, nurses, and other health and social service providers. The goal is to help participants stay independent in the community for as long as safely possible.
14. **Nursing Facility** means a health facility licensed by the Massachusetts Department of Public Health.
15. **Out-of-Area** means any area beyond Neighborhood PACE service area.
16. **Participant** means a person who is enrolled in Neighborhood PACE. The words “you,” “your,” or “yours” used in this Agreement refer to a participant.
17. **Primary Care Provider** means a physician, nurse practitioner, or physician assistant who advises and treats a range of health-related issues. Your primary care provider will have a long-term care relationship with you and your caregiver, making you more alert to changes in your health. They coordinate with other specialists, make referrals, and stay on top of chronic diseases. Wellness visits and other health screenings performed by a primary care provider can help with early detection of new conditions. They can provide care such as immunizations, bloodwork, or treating illness or infections. They are trained to monitor and treat a wide range of common health issues, such as diabetes and high blood pressure.
18. **Service Area** means the following area:

Middlesex County

02148, 02149, 02155, 02176, 02177, 02180

Suffolk County

02109, 02111, 02113, 02128, 02150, 02151, 02152

19. **Service Location** means any location at which you receive any health, health-related, or other service under the terms of this Enrollment Agreement.

20. **TTY** stands for teletypewriter and is an option for those who are hearing impaired.

21. **Urgent Care** means services provided to you when you are out of the PACE service area, and you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life or function is not in serious danger.

SECTION 13: Participant Bill of Rights

When you join a PACE program, you have certain rights and protections. Neighborhood PACE, as your PACE program, must fully explain and provide your rights to you or someone acting on your behalf in a way you can understand at the time you join.

At Neighborhood PACE, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicaid and Medicare-covered items and services, and other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day, 7 days a week.

Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:

You have the right to treatment.

You have the right to treatment that is both appropriate for your health conditions and provided in a timely manner. You have the right:

- To receive all the care and services you need to improve or maintain your overall health condition, and to achieve the best possible physical, emotional, and social well-being.

- To get emergency services when and where you need them without the PACE program's approval. A medical emergency is when you think your health is in serious danger— when every second counts. You may have a bad injury, sudden illness or an illness quickly getting much worse. You can get emergency care anywhere in the United States and you do not need to get permission from Neighborhood PACE prior to seeking emergency services.

You have the right to be treated with respect.

You have the right to be treated with dignity and respect at all times, to have all of your care kept private and confidential, and to get compassionate, considerate care. You have the right:

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be free from harm. This includes excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged and helped to use your rights in the PACE program.
- To get help, if you need it, to use the Medicare and MassHealth complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to PACE staff about changes in policy and services you think should be made.
- To use a telephone while at the PACE center.
- To not have to do work or services for the PACE program.
- To have all information about your choices for PACE services and treatment explained to you in a language you understand, and in a way that takes into account and respects your cultural beliefs, values, and customs.

You have a right to protection against discrimination.

Discrimination is against the law. Every company or agency that works with Medicare and Medicaid must obey the law. They cannot discriminate against you because of your:

- Race

- Ethnicity
- National Origin
- Religion
- Age
- Sex
- Mental or physical disability
- Sexual Orientation
- Source of payment for your health care (for example, Medicare or MassHealth)

If you think you have been discriminated against for any of these reasons, contact a staff member at the PACE program to help you resolve your problem.

If you have any questions, you can call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

You have a right to information and assistance.

You have the right to get accurate, easy-to-understand information, to have this information shared with your designated representative, who is the person you choose to act on your behalf, and to have someone help you make informed health care decisions. You have the right:

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the PACE program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- To get marketing materials and PACE participant rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- To have the enrollment agreement fully explained to you in a manner understood by you.
- To get a written copy of your rights from the PACE program. The PACE program must also post these rights in a public place in the PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the PACE program. This includes telling you which services are provided by

contractors instead of the PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.

- To be provided with a copy of individuals who provide care-related services not provided directly by Neighborhood PACE upon request.
- To look at, or get help to look at, the results of the most recent review of your PACE program. Federal and State agencies review all PACE programs. You also have a right to review how the PACE program plans to correct any problems that are found at inspection.

Before Neighborhood PACE starts providing palliative care, comfort care, and end-of-life care services, you have the right to have information about these services fully explained to you. This includes your right to be given, in writing, a complete description of these services and how they are different from the care you have been receiving, and whether these services are in addition to, or instead of, your current services. The information must also explain, in detail, how your current services will be affected if you choose to begin palliative care, comfort care, or end-of-life services. Specifically, it must explain any impact to:

- Physician services, including specialist services
- Hospital services
- Long-term care services
- Nursing services
- Social services
- Dietary services
- Transportation
- Home care
- Therapy, including physical, occupational, and speech therapy
- Behavioral health
- Diagnostic testing, including imaging and laboratory services
- Medications
- Preventative healthcare services
- PACE center attendance

You have the right to change your mind and take back your consent to receive palliative care, comfort care, or end-of-life care services at any time and for any reason by letting Neighborhood PACE know either verbally or in writing.

You have a right to a choice of providers.

You have the right to choose a health care provider, including your primary care provider and specialists, from within the PACE program's network and to get quality health care. Women have the right to get services from a qualified women's health care specialist for routine or preventive women's health care services.

You have the right to have reasonable and timely access to specialists as indicated by your health condition.

You also have the right to receive care across all care settings, up to and including placement in a long-term care facility when Neighborhood PACE can no longer maintain you safely in the community.

You have a right to participate in treatment decisions.

You have the right to fully participate in all decisions related to your health care. If you cannot fully participate in your treatment decisions or you want to have someone you trust help you, you have the right to choose that person to act on your behalf as your designated representative. You have the right:

- To be fully informed of your health status and how well you are doing, to make health care decisions, and to have all treatment options fully explained to you. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this may affect your physical and mental health.
- To fully understand Neighborhood PACE's palliative care, comfort care, and end-of-life care services. Before Neighborhood PACE can start providing you with palliative care, comfort care, and end-of-life care services, the PACE program must explain all of your treatment options, give you written information about these options, and get written consent from you or your designated representative.
- To have the PACE program help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in making and carrying out your plan of care. You can ask

for your plan of care to be reviewed at any time.

- To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

You have a right to have your health information kept private.

- You have the right to talk with health care providers in private and to have your personal health care information kept private and confidential, including health data that is collected and kept electronically, as protected under State and Federal laws.
- You have the right to look at and receive copies of your medical records and request amendments.
- You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.

There is a patient privacy rule that gives you more access to your own medical records and more control over how your personal health information is used. If you have any questions about this privacy rule, call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

You have a right to make a complaint.

You have a right to complain about the services you receive or that you need and don't receive, the quality of your care, or any other concerns or problems you have with your PACE program. You have the right to a fair and timely process for resolving concerns with your PACE program. You have the right:

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to PACE staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
- To contact 1-800-Medicare for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.

You have the right to request additional services or file an appeal.

You have the right to request services from Neighborhood PACE, its employees, or contractors, that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided.

You also have the right to appeal any denial of a service or treatment decision by the PACE program, staff, or contractors.

You have a right to leave the program.

If, for any reason, you do not feel that the PACE program is what you want, you have the right to leave the program at any time and have such disenrollment be effective the first day of the month following the date Neighborhood PACE receives your notice of voluntary disenrollment.

Additional Help:

If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE (1-800-633-4227) to get the name and phone number of someone in your State Administering Agency.

Neighborhood PACE

by NeighborHealth

Name: _____

Date of Birth: _____

Gender _____

Address: _____

Telephone: _____

Health Care Proxy ☐ Check if you do not have a Health Care Proxy

Name: _____ Relationship: _____

Address: _____

Telephone: _____

Guardian or Other Legal Representative

Name: _____ Relationship: _____

Address: _____

Telephone: _____



Medicare Beneficiary Status:

☐ Part A ☐ Part B ☐ Part D ☐ ALL ☐ NONE

Medicare Number:

MassHealth Recipient Status:

MassHealth Number:

**Other Health Insurance Information (other insurance coverage, current
Prescription Drug Plan, etc.):**

I have received, read, and understand the Enrollment Agreement terms and the conditions in the contract have been explained to me. I have been given the opportunity to ask questions. All of my questions have been answered to my satisfaction. I agree to participate in Neighborhood PACE according to the terms and conditions described in this Enrollment Agreement. The following information was reviewed with me before I signed this enrollment agreement:

- ☐ My Initial Care (Service) Plan
- ☐ Benefits & Coverage
- ☐ Service Request/Appeals Process
- ☐ Access to After Hours, Emergency & Urgent Care
- ☐ Eligibility, Enrollment & Disenrollment
- ☐ Grievance & Appeals Process
- ☐ Monthly Payment Obligations (if applicable)
- ☐ Participant Rights

BY SIGNING THIS DOCUMENT, I _____ agree to enroll in the services of Neighborhood PACE. I have received a copy of the participant enrollment agreement and have talked with a Neighborhood PACE staff member about my enrollment benefits.

I authorize the exchange of information between the Centers for Medicare & Medicaid Services (CMS), its agents, the Executive Office of Health and Human Services (MassHealth), and Neighborhood PACE.

I agree to provide timely financial and other documentation as required by MassHealth and/or Medicare to maintain insurance coverage through Neighborhood PACE.

I understand that all services, with the exception of emergency services, require prior authorization. Without prior authorization from Neighborhood PACE, I may be responsible for costs for services.

I understand that if I am not eligible for Medicare when enrolling in Neighborhood PACE but become eligible after enrollment and elect to receive my Medicare coverage other than from Neighborhood PACE, it will result in my disenrollment from the program. (Note: Neighborhood PACE will notify you of your new entitlement approximately 30 days from the date that your Medicare eligibility becomes active.) I understand that if I choose to remain enrolled in Neighborhood PACE after I become eligible for Medicare, I will

receive all of my Medicare Covered Services, including Part D prescription coverage, through Neighborhood PACE.

I understand that electing enrollment in any other Medicare Part D or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling as a PACE participant, is considered voluntary disenrollment from PACE.

I understand that my enrollment with Neighborhood PACE will be effective on _____.

Printed name of participant or designated representative

Signature of participant or designated representative Date

Important Notice: The benefits under this contract are made possible through a special agreement between NeighborHealth Corporation, the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, and the Executive Office of Health and Human Services. The agreement is subject to renewal on a periodic basis and, if the agreement is not renewed, the program will be terminated.

When you sign the Enrollment Agreement, you are agreeing to accept services exclusively from Neighborhood PACE as your sole service provider in place of the usual Medicare and MassHealth benefits as outlined in the Enrollment Agreement. Please examine the Enrollment Agreement carefully. You are under no obligation to enroll in our plan. You may cancel your enrollment if you notify Neighborhood PACE before the effective date noted above.

A copy of the signed Enrollment Agreement is provided to the participant and scanned into the Participant's Medical Record.

Neighborhood PACE complies with applicable Federal and Commonwealth of Massachusetts' civil rights laws and does not discriminate on the basis of race, color, ethnicity, national origin, religion, age, mental or physical disability, sex, gender identity, sexual orientation, or source of payment.

If you have additional questions, call 1-617 568-6377 (TTY: 800-439-0183). If you speak a language other than English, language assistance services, free of charge, are available to you.

Si usted tiene preguntas adicionales, Llame al 1-617-568-6377 (TTY: 800-439-0183). Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística

Se você precisa de mais informações, Ligue para 1-617-568-6377 (TTY: 800-439-0183). Se fala português, encontram-se disponíveis serviços linguísticos, grátis.