



**The Elder Service Plan
of
Harbor Health Services, Inc.
Harbor PACE
ENROLLMENT AGREEMENT
&
ENROLLMENT AUTHORIZATION FORM
2021**

1135 Morton Street
Mattapan, MA 02126
(617) 533-2400

479 Torrey Street
Brockton, MA 02301
(774) 470-6700

This program is supported through a cooperative agreement with the US Department of Health & Human Services, Centers for Medicare & Medicaid Services, and the Commonwealth of Massachusetts (MassHealth)

Elder Service Plan of Harbor Health Services, Inc. is a Non-Smoking Facility

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Welcome to Harbor PACE

We are pleased to introduce you to our program, Elder Service Plan of Harbor Health Services, Inc. (Harbor PACE). We welcome you as a potential participant in the plan and urge you to review this booklet carefully. Feel free to ask questions about any of the sections. We will be happy to answer them for you. Please keep this booklet. If you decide to enroll in Harbor PACE, it becomes your **ENROLLMENT AGREEMENT**.

To enroll in Harbor PACE, you must:

- Be age 55 or older*
- Live in the Harbor PACE designated service area
- Be certified as eligible for nursing home level of care by our State Administering Agency
- Be able to live safely in the community at the time of enrollment with Harbor PACE

**Applicants under 65 years of age must be enrolled in Social Security Disability Title XVI*

Harbor PACE is a Program of All-Inclusive Care for the Elderly designed 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 care-partner(s), and our healthcare staff can know each other well and work efficiently together on your behalf.

Harbor PACE provides care that meets the needs of each participant across all care settings 24 hours a day, every day of the year. To treat the multiple chronic health problems of our participants, Harbor PACE health care professionals monitor changes in your health status, provide appropriate care and encourage self-help. Medical, nursing & nutrition services, physical therapy, occupational therapy, and in-home support are provided, along with medical specialty services such as audiology, dentistry, optometry, podiatry, psychiatry, and speech therapy. All non-emergency services must be provided through the Harbor PACE network. Harbor PACE coordinates hospital and nursing facility care in its contracted facilities. Harbor PACE may also help you modify your home environment to increase safety and convenience, as well as work in partnership with your care-partner(s).

Special Features of Harbor PACE

Interdisciplinary Team and Your Care Plan

Your care is planned, provided and/or arranged by your Interdisciplinary Team. The team includes a physician, a nurse practitioner, registered nurse(s), social worker(s), dietician(s), occupational therapist(s), physical therapist(s), activities coordinator(s), health aides and others who will assist you. Each team member's special expertise is employed to assess your health care needs and to call upon additional specialists, if necessary. Together, with your care-partner(s), we create a care plan designed just for you. All the services you receive are coordinated and arranged by the team.

Coordination and Authorization of Comprehensive Care

will be

We have flexibility in providing care according to your needs. The Interdisciplinary Team is able to determine with you the appropriate medical services for your care and will provide those services as timely as your medical condition(s) requires.

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

Your care will primarily be provided in your Harbor PACE Center. The Interdisciplinary Team may also authorize services to be provided in your home, in a hospital or a nursing facility as needed.

The Harbor PACE Center

We will work with you and your care-partner(s) to determine your schedule of attendance at the Harbor PACE Center. We can provide transportation to the PACE Center and other medical appointments if needed. The addresses for the two centers comprising Harbor PACE are located at the following:

1135 Morton Street
Mattapan, MA, 02126
617- 533-2400
TTY 617-533-2404

479 Torrey Street
Brockton, MA, 02301
774-470-6700
TTY 617-533-2404

Services are Provided/Authorized Exclusively through Harbor PACE

The services offered by Harbor PACE are available to you because of a contract between Harbor PACE, the Commonwealth of Massachusetts, MassHealth and the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS). Once you have enrolled in Harbor PACE, you agree to receive services **exclusively** from Harbor PACE providers and Harbor PACE contracted providers. Therefore, you will no longer be able to obtain services from other doctors or medical providers under your previous coverage including Medicare and Medicaid providers unless authorized by Harbor PACE. Harbor PACE must authorize services from medical providers outside of Harbor PACE prior to you receiving services from those providers. You will be fully and personally liable for the costs of unauthorized and/or out of network services.

Advantages of Enrolling in Harbor PACE

The Harbor PACE mission is to maintain independence in older adults residing in the community with complex care needs by offering comprehensive, coordinated, and personalized care and services. Our comprehensive care model allows us to provide you flexible benefits and coordinated care.

Harbor PACE Advantages

- Coordinated care, 24 hours a day, every day of the year
- Dedicated, qualified health care professionals
- End of life care
- Harbor Health's history of serving the community and the elderly since 1965
- Individualized care provided by the Interdisciplinary Team
- Long-term care coverage
- Support for care-partners

Benefits and Coverage

Harbor PACE covers all services provided under Medicare and MassHealth. We also cover other services if the Interdisciplinary Team determines they are necessary to improve and/or maintain your health status. Decisions regarding services deemed necessary are made by your Interdisciplinary Team based upon an evaluation of your current medical, physical, emotional, and social needs, in accordance with current clinical practice guidelines and applicable professional standards of care.

The following benefits are fully covered when approved by the Interdisciplinary Team and provided by Harbor PACE staff or contractors and in Harbor PACE contracted facilities (*Approval is not required for emergency services*):

1. Harbor PACE Health Center Services

- a. Primary Care Physician services including routine care, preventive healthcare, and physical examinations
- b. Physical therapy, speech therapy and occupational therapy
- c. Personal Care
- d. Supportive services including social services and transportation
- e. Nutrition Counseling and education
- f. Meals
- g. Recreational therapy
- h. Behavioral Health Therapy

2. Outpatient Health Services

- a. Physician Specialists services including, but not limited to, gastroenterology, oncology, urology, rheumatology, and dermatology
- b. Nursing care
- c. Home Health Care
- d. Laboratory tests, X-rays, and other diagnostic services
- e. Physical therapy, speech therapy and occupational therapy
- f. Prosthetics and Orthotics
- g. Personal Care Attendant services
- h. Prescription drugs (only if obtained from a pharmacy designated by Harbor PACE)

except when provided for emergency services or authorized post emergency or urgent care services)

- i. Durable medical equipment
- j. Podiatry
- k. Vision care, including examinations, treatment, and corrective devices such as eyeglasses
- l. Psychiatry, including evaluation, consultation, diagnostic and treatment services
- m. Audiology evaluation, hearing aids, repairs, and maintenance
- n. Non-emergency ambulance transportation if medically necessary

3. Inpatient Hospital Care

- a. Semi-private room, or private room if medically necessary
- b. Meals including special diets
- c. General medical and nursing services
- d. Medical, surgical, and special care such as intensive care and coronary care unit
- e. Laboratory tests, X-rays, and other radiology services
- f. Other diagnostic procedures
- g. Use of appliances such as wheelchairs
- h. Drugs and biologicals
- i. Rehabilitative Care
- j. Blood and blood derivatives
- k. Surgical care, including anesthesia
- l. Use of oxygen
- m. Physical, speech, occupational, and respiratory therapies
- n. Social services

4. Emergency Care and Services

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

Please note that prior authorization is NOT required for emergency services. **In an emergency dial 911.** For more information on emergency services, see the After Hours Care, Emergency and Urgent Care section on page 8 of this Enrollment Agreement.

5. Skilled Nursing Facility and Nursing Facility Care

- a. Semi-private room and board
- b. Physician and nursing services
- c. Meals including special diets
- d. Custodial care
- e. Personal care and assistance
- f. Drugs and biologicals
- g. Physical, speech and occupational therapies
- h. Social services
- i. Medical supplies and appliances

- j. Other services determined necessary by the Interdisciplinary Team

6. Home Health Care and related services

- a. Skilled nursing services
- b. Physician visits
- c. Physical, speech and occupational therapies
- d. Social services
- e. Home health aide services
- f. Homemaker/chore services
- g. Medical supplies and equipment
- h. Home delivered meals

7. Dental Care

- a. Diagnostic examinations and X-rays
- b. Preventive services, prophylaxis, and oral hygiene
- c. Restorative fillings, temporary or permanent crowns
- d. Prosthetic appliances, complete or partial dentures
- e. Oral surgery - extracting teeth or removal or repair of soft and hard gum tissue

Our first priority for dental care is to treat pain and acute infection. Our second priority is to maintain dental functioning so that you can chew as well as possible. Harbor PACE's contracted dentists provide dental care according to the need and appropriateness as determined by the Interdisciplinary Team.

8. Health Related Services

To include, but not limited to:

- a. Medical supplies and equipment
- b. Home delivered meals
- c. Transportation, medically related as needed
- d. Lifeline System
- e. Escort services for non-invasive medical appointments
- f. Translation services
- g. Assistance with money and bill management

9. End of Life Services

Harbor PACE's Supportive Care for Palliative Care and End of Life Program supports the wishes of our participants and their care-partner(s) as they near end of life. Harbor PACE provides enhanced services including skilled nursing, social services, home health aides, medical supplies, prescription drugs and Chaplin services coordinated by your familiar interdisciplinary team. These enhanced end of life services can be provided in your preferred setting, home, skilled nursing facility or hospital if needed.

After Hours Care, Emergency and Urgent Care

After Hours Non-Emergency Care

There may be times when you need to receive advice or treatment for an injury or onset of an illness, which simply can't wait until regular Harbor PACE Center hours. When you need non-emergency care after hours, there will always be a clinician available every day of the year. When you call our afterhours phone number, your call will be answered by an answering service who will page the on-call Harbor PACE clinician to assist you. Afterhours is weekdays 5:00 PM to 8:30 AM, weekends and Holidays.

For afterhours **non-emergency** care, call **617- 533-2400**.

Harbor PACE covers emergency care for an emergency medical condition. **In an emergency, please dial 911.** An emergency medical condition is one that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of the individual in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.

Prior authorization is not needed for emergency care.

If you call 911, it is important that you have someone notify Harbor PACE as soon as possible and let us know what has happened. Once notified Harbor PACE will immediately coordinate your care. If you are hospitalized in a facility other than a contracted hospital, we may arrange for you to be transferred to a contracted hospital once your medical condition has stabilized. This will ensure that your care can be coordinated by your Harbor PACE Interdisciplinary Team.

If you receive emergency care when you are temporarily outside of the Harbor PACE area, you should ask the provider to bill Harbor PACE. Bills for these services can be sent to:

Harbor PACE
PACE Finance Dept
1135 Morton Street
Mattapan, MA, 02126

If you have paid for emergency medical services you received outside of the Harbor PACE service area, you should request a receipt from the facility 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 send a copy of the receipt to the Harbor PACE Finance department address listed above.

Post Emergency Stabilization Services

Post 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 stabilization services are not emergency services and should be pre-approved by your Interdisciplinary Team before being provided outside the Harbor PACE service area. Harbor PACE will cover post stabilization services that have not been pre-approved by your Interdisciplinary Team if you or someone acting on your behalf called Harbor PACE to request approval for the service(s) and did not receive a call back from a Harbor PACE

physician within one hour of placing that call. We also will cover post stabilization services that have not been approved by us if you or someone acting on your behalf tried but could not contact Harbor PACE for approval.

Urgent Care

If a prudent layperson would believe that medical services are required urgently to prevent impairment of health due to symptoms, go to your local urgent care facility or emergency room. Notify Harbor PACE afterwards.

Other Coverage Provisions

If you are planning to travel outside of the Harbor PACE service area for more than 30 days, you **must** notify your Interdisciplinary Team. They will explain what to do if you become ill or injured while away from the Harbor PACE service area.

If you are hospitalized when you are out of the Harbor PACE service area you or a care partner should notify us within 48 hours, or as soon as it is reasonably possible to do so.

If you receive any medical care outside of the United States, Harbor PACE will not be responsible for the charges. Exceptions may apply, please contact Harbor PACE at (617) 533-2400 for more information.

Eligibility, Enrollment and Disenrollment

Eligibility to Enroll in Harbor PACE

You are eligible to enroll in Harbor PACE if you are:

- At least 55 years of age, *applicants aged 55 – 64 must meet Social Security title XVI disability standards*
- Capable of safely residing in the community setting without jeopardizing your health and safety.
- Certified by the screening agent of the MassHealth Program that you meet the level of care required for coverage of nursing facility services.
- Living in the Harbor PACE Service Area. The service area includes the following zip codes: 02048, 02456, 02021, 02301, 02121, 02334, 02458, 02026, 02302, 02122, 02356, 02459, 02035, 02303, 02123, 02357, 02460, 02062, 02304, 02124, 02718, 02461, 02067, 02305, 02125, 02766, 02462, 02072, 02324, 02126, 02767, 02464, 02169, 02325, 02127, 02768, 02465, 02170, 02333, 02130, 02780, 02466, 02171, 02338, 02131, 02783, 02467, 02184, 02339, 02132, 02468, 02186, 02340, 02135, 02495, 02188, 02341, 02136, 02189, 02351, 02215, 02190, 02358, 02191, 02359, 02322, 02367, 02343, 02370, 02368, 02379

In addition to meeting these criteria, you must also sign an Enrollment Agreement Document and agree to abide by the conditions of Harbor PACE as explained in this Enrollment Agreement.

Enrollment Process and Effective Dates of Coverage

Enrolling in Harbor PACE is a five-step process:

1. Intake
2. Intake Assessment
3. Final Approval
4. Enrollment
5. Continuation of Enrollment

Your benefits coverage begins on the first day of the month of enrollment.

Intake

The intake process begins when you or someone on your behalf contacts Harbor PACE. A representative will explain our program and obtain further information about you.

You will learn:

- How Harbor PACE works
- The kind of services Harbor PACE offers
- The answers to any questions you may have about Harbor PACE
- That upon enrollment, you must agree to receive all your medical and health care exclusively from Harbor PACE or its contracted service providers, with the exception of emergency services or services prior authorized by Harbor PACE
- Your anticipated monthly payment if one applies

If you are interested in joining Harbor PACE, we will assess your health and safety status to determine your eligibility. Harbor PACE will ask that you sign a medical release form allowing us to obtain your past medical records, so our team has complete information about your health conditions.

If you and your care-partner(s) would like, we will schedule a tour of the Harbor PACE Center or visits with other Harbor PACE staff.

Intake Assessment

Shortly after your decision to explore the option of enrolling in Harbor PACE we will arrange for an evaluation of your health and safety status. We will assess our findings and plans for your care. During this time, we will decide whether you meet the criteria for admission into the program, that is, whether your health needs appear to meet the MassHealth criteria for nursing facility level-of-care and whether you are living safely in your home or in the community.

This includes assessing whether Harbor PACE can comprehensively meet your care needs in conjunction with your care-partner(s) or support network, and whether remaining in your home or in the community jeopardizes your health and safety. The assessment criteria includes:

- Level of care required to meet on-going medical, health, and social needs in the community
- Safety of the home environment
- Cognitive capacity of the applicant regarding ability to be left unsupervised without jeopardizing health and/or safety
- Willingness of the applicant and their care-partner(s) to comply with the plan of care and safety recommendations.

Final Approval

Harbor PACE is authorized to serve only those eligible for a nursing facility level of care. Accordingly, an outside screening must confirm that your health situation qualifies you for this care.

At the time of enrollment, MassHealth, through its screening agent, authorizes your eligibility for Harbor PACE. If the screening agent finds that you are not qualified for a nursing facility level of care, you will not be eligible to enroll, though you would have the right to appeal this finding using the appeal. You may also be denied enrollment if we find that you do not meet the assessment criteria. In such cases, the Harbor PACE staff will provide written notification explaining the reason for the denial and refer you to appropriate alternative services.

If you are denied enrollment, you have the right to appeal this decision with the Executive Office of Health & Human Services Board of Hearings. You can do so by sending in a Fair Hearing Request Form (see the Fair Hearing Request Form in this agreement on page 33) or calling. The information for this is below:

Executive Office of Health & Human Services Board of Hearing
100 Hancock Street
Quincy, MA 02171
Phone: (617) 847-1200 Or 1-800-655-0388
TTY: (877) 610-0241
Fax: (617) 847-1204

Enrollment

If we assess that you are eligible for Harbor PACE, you will be invited to meet with Harbor PACE staff. At that time, we will review the program with you again and come to an agreement about your participation in Harbor PACE before you sign the Enrollment Agreement.

At this meeting you and your care-partner(s) will have an opportunity to:

- Discuss the plan of care recommended by Harbor PACE, noting your suggestions and preferences
- Ask questions about your monthly payment if any
- Ask questions about losing Medicare and MassHealth benefits that you may currently have (except for emergency or urgent care), as you will only be eligible for services provided and/or authorized by Harbor PACE after enrollment
- Discuss the partnership between you, your care-partner(s) and Harbor PACE
- Learn what to do if you are dissatisfied with the care you receive from Harbor PACE (see the Grievances and Appeals section of this agreement on page 16)
- Review current services to ensure continuity of care, including the plan to continue or discontinue services after enrollment

If you decide to join Harbor PACE, we will then ask you to agree to and accept the conditions of enrollment by signing the Enrollment Agreement. Upon signing, you will receive an Enrollment Packet including:

- A copy of the Harbor PACE enrollment agreement
- Instructions on managing emergency/urgent care needs
- HIPAA Information
- A copy of your initial Service Plan
- Listing of Harbor PACE IDT members
- Copies of all signed enrollment documents
- A membership card that will be mailed to your residence

Enrollment in Harbor PACE will result in your disenrollment from any other Medicare plan, such as a Medicare Advantage Plan, or Medicaid prepayment plan or optional benefit.

Continuation of Enrollment

On an annual basis, the screening agent of the MassHealth program will determine whether you are still qualified for nursing facility level of care.

If the screening agent determines that you no longer meet the criteria for nursing facility level of care, you will not be eligible to continue your enrollment with Harbor PACE and we must disenroll you from our program. You have the right to appeal involuntary disenrollment from Harbor PACE, you can do this by following the process described above on page 11.

There is one exception to this rule. If the MassHealth screening agent determines through your reassessment that although you do not currently meet nursing facility level of care, absent of Harbor PACE care and services you would be likely to require nursing facility level of care within 6 months, you will be deemed eligible to continue your enrollment with Harbor PACE.

Disenrollment

Your benefits under Harbor PACE will end if you choose to disenroll from the program (voluntarily), or if you no longer meet the conditions of enrollment or die (involuntarily). All types of disenrollment require written notice by either party. Disenrollment at any time during the month is not effective until the first day of the next month.

You are required to continue to use Harbor PACE services and to submit payment, if applicable, until termination of benefits becomes effective.

Voluntary Disenrollment

- Effective date: A participant's voluntary disenrollment is effective on the first day of the month following the date Harbor PACE receives the participant's notice of voluntary disenrollment.
- Reasons for voluntary disenrollment: A participant may voluntarily disenroll from the program without cause at any time.
- Responsibilities of Harbor PACE: Harbor PACE must ensure that its employees and contractors do not engage in any practice that would reasonably be expected to have the effect of steering or encouraging disenrollment of participants due to a change in health status.

You may notify Harbor PACE verbally or in writing if you wish to disenroll. You will then need to sign a disenrollment form confirming that you no longer wish to receive services through Harbor PACE. You should discuss this with your Interdisciplinary Team at Harbor PACE. Harbor PACE will work with you to make referrals to appropriate medical providers in your community and we will make medical records available in a timely manner. We will also help you return to the appropriate health care program through Medicare and/or Medicaid.

The effective date of your disenrollment will be the first day of the month following receipt of your request to disenroll. Please note, You cannot disenroll from Harbor PACE at a Social Security Office.

Electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, after enrolling as a PACE participant is considered a voluntary disenrollment from PACE. However, if you do elect enrollment in another Medicare plan, including a Medicare Advantage Plan or a stand-alone prescription drug plan, you would not be required to sign a voluntary disenrollment form. Your enrollment in the new Medicare plan will result in automatic disenrollment from Harbor PACE. To ensure your care is well coordinated please contact us if you are planning to change to another program.

Involuntary Disenrollment

- Effective date: A participant's involuntary disenrollment is effective on the first day of the month following 30 days after the date Harbor PACE provides the participant notice of involuntary disenrollment. In the case of death, the involuntary disenrollment is effective on the first day of the month following the date of death.
- Reasons for involuntary disenrollment: Harbor PACE will do everything possible to avoid involuntary disenrollment. A participant may involuntarily disenroll due to death or due to Harbor PACE terminating your benefits through written notification to you if:
 - After a 30-day grace period, you fail to pay or make satisfactory arrangements to pay any premiums due to Harbor PACE
 - After a 30-day grace period, fails to pay or make satisfactory arrangements to pay any applicable Medicaid spend down liability or any amount due under the post-eligibility treatment of income process, as permitted under §§ 460.182 and 460.184
 - You or you care-partner(s) engage in disruptive or threatening behavior. Such behavior is defined as the following:
 - Behavior that jeopardizes your own health or safety, or the safety of others; or
 - Consistent refusal to comply with your plan of care or the terms of the Harbor PACE enrollment agreement if you are determined to have decision-making capacity*. Noncompliant behavior includes repeated noncompliance with medical advice and repeated failure to keep appointments; or a care-partner who engages in disruptive or threatening

behavior that jeopardizes your health or safety, or the safety of the care-partner or others

**Harbor PACE may not involuntarily disenroll you on the grounds that you have engaged in noncompliant behavior related to an existing mental or physical condition unless your behavior is jeopardizing your health or safety or that of others*

- You are out of the service area for more than 30 consecutive days without Harbor PACE's agreement or you move out of the Harbor PACE service area
- Harbor PACE's program agreement with CMS and the State Administering Agency is not renewed or is terminated
- Harbor PACE is unable to offer healthcare services due to the loss of state licenses or contracts with outside providers
- It is determined that you no longer meet MassHealth's nursing facility level of care requirements and are not deemed eligible

Please note that we will provide you with reasonable notice before we take any action to involuntarily disenroll you from Harbor PACE.

Re-Enrollment

If you choose to leave Harbor PACE (disenroll voluntarily), you may reapply for Harbor PACE and re-enroll, provided you still meet the eligibility requirements. You will be required to go through the enrollment process again in order to re-enroll.

If you disenrolled involuntarily and the reason for your previous disenrollment was failure to submit payment(s) due to Harbor PACE within a 30-day grace period, you will need to pay that balance off in full prior to re-enrolling. Upon receipt of your full payment, you will be required to go through the enrollment process again in order to re-enroll.

Initial Assessment, Care Plan and Reassessment

Initial Comprehensive Assessment

As part of the initial comprehensive assessment, the following members of the Interdisciplinary Team will evaluate you and develop a discipline-specific assessment of your health and safety:

- Primary Care Physician
- Registered Nurse
- Master's Level Social Worker
- Physical Therapist
- Occupational Therapist
- Recreational Therapist of Activity Coordinator
- Dietician
- Home Care Coordinator

The comprehensive assessment will include, but is not limited to, the following:

- Physical and cognitive function and ability
- Medication use
- Participant and caregiver preferences for care
- Socialization and availability of family support
- Current health status and treatment needs
- Nutritional status
- Home environment, including home access and egress
- Participant behavior
- Psychosocial status
- Medical and dental status
- Participant language

Care Plan

After assessing your needs, our Interdisciplinary Team will work with you and, as appropriate, your care-partner(s) to develop your Care Plan, which will address your medical and personal care needs. The Interdisciplinary Team will consolidate discipline-specific assessments into a single care plan through team meetings and consensus of the entire Interdisciplinary Team.

Your Care Plan will include all Medicare and MassHealth covered items and services as well as other services determined necessary by the Interdisciplinary Team to improve and maintain your overall health. Some of these services may include, but are not limited to, comprehensive medical, physical, emotional, and social needs as identified in your initial assessment. All female participants are entitled to choose a qualified specialist for women's health services from the Harbor PACE provider network to furnish routine or preventive women's health services.

Harbor PACE staff provides all primary medical and preventive services through the adult day health centers and the in-home service program. Harbor PACE has several specialists and health care facilities available for specialty care. Whenever the Interdisciplinary Team determines that you need these services, they will decide to provide that care. A list of the major contracted providers and facilities is available at the Harbor PACE Center and will be provided to you prior to your enrollment in Harbor PACE. We will give you an updated list of our contracted providers and facilities annually and at other times during the year if there is a change that could affect the care and services you receive.

Reassessment

Members of our Interdisciplinary Team will conduct a full in-person reassessment every six months. Your Care Plan will be revised and updated at the time of the reassessment. In addition, the Interdisciplinary Team will meet to reassess your health needs and Care Plan more often if needed, or if you or your care-partner(s) request a reassessment. The Interdisciplinary Team must document the care plan, any changes made to it, and defined outcomes in your medical record.

Your reassessment by the Interdisciplinary Team includes the following professionals:

- Primary Care Physician
- Registered Nurse
- Master's Level Social Worker
- Any other Interdisciplinary Team members actively involved in the development or implementation of your care plan (i.e., home care coordinator, physical therapist, occupational therapist, recreational therapist, or dietitian)

If a reassessment is requested because you or your care-partner(s) would like to add a particular service to your Care Plan, continue a service that we may have determined is no longer necessary, or to end a service that is currently in place, our Interdisciplinary Team will conduct a reassessment in a timely manner. We will notify you of the Interdisciplinary Team's decision to approve or deny your request as expeditiously as required to address your medical condition, but no later than 72 hours after we receive the request for the reassessment.

There are exceptions to this 72-hour time frame. We may extend our review period up to five additional days with written and verbal notification if one of the following occurs:

- You or your representative requests an extension of the review process; or
- Our Interdisciplinary Team determines that it is in your best interest for the Interdisciplinary Team to gather and consider additional information

If the Interdisciplinary Team determines that it is necessary to deny your request, we will tell you or your care-partner(s) verbally and notify you in writing. We will explain the specific reason(s) for the denial, why the service would not improve or maintain your overall health status and inform you of your appeal rights (see the Grievance and Appeals Process section of this agreement below).

If the Interdisciplinary Team does not provide you with a timely decision concerning your request for services or if Harbor PACE does not provide services approved by the Interdisciplinary Team as part of your revised care plan, this failure is considered an adverse decision and Harbor PACE must process an automatic appeal on your behalf.

Grievance and Appeals Process

Grievance Process

All of us at Harbor PACE share responsibility for assuring that you are satisfied with the care and services you receive. We encourage you to express any grievances at the time and place that any dissatisfaction occurs. If you do not speak English, a bilingual staff member or medical interpreter will be found to facilitate the grievance process.

A grievance is a complaint, either written or oral, expressing your dissatisfaction with service delivery or the quality of care furnished by Harbor PACE. You have the right to file a grievance about anything that concerns your care.

The process to resolve a grievance is as follows:

- You or your care-partner(s) can send us a written complaint at our general address:
Harbor PACE - Attention ESP Director of Quality & Compliance
1135 Morton Street
Mattapan, MA 02126
Any Harbor PACE employee, member of your care team, manager or director is able to receive verbal grievances on your or your care-partner(s) behalf by calling 617-533-2400.
- Upon receipt of your grievance, a "Participant Concerns Form" will be completed and submitted on your behalf
- You will be mailed a copy of the completed "Participant Concerns Form" with a letter of acknowledgment outlining the Grievance Process and expectations for written notification of resolution within 30 days
- The grievance will be assigned to a Harbor PACE Director or Manager for investigation and resolution
- You will receive written notification of findings and resolution of your grievance within 30 calendar days. If you are not in agreement with the suggested resolution you have the right to request an alternative solution. If an alternative solution is requested the grievance will be forwarded to Harbor PACE's Executive Director for review, re-evaluation, and alternative resolution
- Confidentiality will be provided to you. At all times during the grievance process, we will protect your privacy.
- During the grievance process, Harbor PACE will continue to furnish you with all the required services as included in your Care Plan.

Appeals Process

Harbor PACE provides you with all necessary Medicare and Medicaid covered services as well as other services determined necessary by the Interdisciplinary Team to improve and maintain your overall health status. Decisions by the Interdisciplinary Team to provide or deny services must be based on an evaluation of you that considers your current medical, physical, emotional, and social needs, and current clinical practice guidelines and professional standards of care applicable to the particular service. In situations where you or your care-partner(s) disagree with the Interdisciplinary Team's decision to deny a service determination request, or the Interdisciplinary Team denies you or your care-partner(s) request for payment for a service, you or your care-partner(s) have the right to appeal this decision.

Internal Appeal Process - Standard Appeals

Any decision made by Harbor PACE to deny, reduce, or terminate a service or to deny payment for a service will be provided to you orally and in writing and will include an explanation of our reasons for the denial, explanation of the reason(s) why the service would not improve or maintain your overall health status, along with an explanation of your appeal rights.

If you disagree with our decision, you or someone acting on your behalf can send an appeal request to our general mailing address:

Harbor PACE Attention: Site Director
1135 Morton Street
Mattapan, MA 02126

Or the appeal request may be sent by fax to the following fax number: 617-533-2401. Be sure to address the fax to Harbor PACE Site Director.

If you need help with your appeal request, call the Site Director at 617-533- 2400.

As soon as we receive your standard appeal request:

- The Site Director will appoint an appropriately credentialed professional who was not involved in the original decision to review your appeal.
- You and/or your care-partner(s) will have an opportunity to present information related to the appeal request, in person, as well as in writing.
- Harbor PACE will notify you of the outcome of your standard appeal request within 30 days from receipt of request for appeal
- The Harbor PACE Site Director will notify you or your care-partner(s) of the appeal decision in writing
- Harbor PACE will address your appeal in a confidential manner
- During the appeals process, Harbor PACE will continue to furnish you all the required services identified in your care plan as authorized by the Interdisciplinary Team
- If you are on Medicaid, Harbor PACE will continue to furnish the disputed services until a decision is made on the appeal request if the following conditions are met:
 - Harbor PACE is proposing to terminate or reduce services currently being furnished to you
 - You request continuation with the understanding that you may be liable for the costs of the contested services if the determination is not made in your favor
- If you receive a favorable appeal decision, Harbor PACE will furnish the disputed service(s) as expeditiously as your health condition requires
- If we decide that our original decision was correct, you have additional appeal rights called an “External Appeal.” The External Appeal process is explained below on page 19.

Internal Appeal Process - Expedited or “FAST” Appeals for Service Requests

- Harbor PACE has a special expedited “FAST” appeal process for situations in which you or your care-partner(s) believe that your life, health, or ability to regain maximum function would be seriously jeopardized, if the requested service is not provided
- To request a FAST appeal, you or your care-partner(s) may fax your request to 617-533-2401, be sure to write “REQUEST FOR FAST APPEAL”, or call 617- 533-2400 and ask to speak with the Site Director
- If you need a FAST appeal and the Harbor PACE Center is closed, call the on-call clinician at 617-533-2400. The covering medical provider will start the reconsideration process
- Harbor PACE will respond to requests for Expedited (Fast) appeals as expeditiously as your health condition requires, but no later than 72 hours after we receive the appeal unless it is agreed that extra time is needed to review your request.

- Harbor PACE may extend the 72-hour review time by up to 14 calendar days for either of the following reasons:
 - You request an extension
 - Harbor PACE justifies to MassHealth the need for additional information and how the delay is in your best interest
- The Harbor PACE Site Director will contact you or your care-partner(s) by telephone to notify you of the appeal decision. We will also send you a letter explaining the decision
- If the appeal decision is not fully in your favor, our letter will include an explanation of your additional appeal rights under Medicaid (MassHealth) and Medicare. This is called the “External Appeal Process.” We also will notify MassHealth and CMS (Medicare) of the appeal decision

External Appeal Process

- If your appeal decision is unfavorable, wholly or in part, you may have your appeal reviewed by an external reviewer through either MassHealth’s Fair Hearing Request or Medicare’s Independent Review Entity
- Harbor PACE’s Site Director will assist you in selecting the appropriate agency and requesting an external appeal should you choose to pursue your appeal rights
- If you have Medicare only, your external appeal will be forwarded to:

MAXIMUS Federal Services Incorporated
 Eastgate Square
 50 Square Drive
 Suite 210
 Victor, NY 14560

If you are interested in learning more about the HHS-Administered Federal External Review Process please visit the CMS External Appeals web page at

<http://www.cms.gov/ccio/prgrams-and-initiative/consumer-support-and-information/external-appeals.html> or 1-888-866-6205

- If you have MassHealth only, your appeal will be forwarded to:

Executive Office of Health & Human
 Services Board of Hearings
 100 Hancock Street, 6th Floor
 Quincy, MA 02171
 Phone: 1-617-847-1200 or 1-800-655-0388
 TTY: (877) 610-0241
 Fax: 1-617-847-1204

- If you have both Medicare and Medicaid, it is our responsibility to assist you in choosing which external reviewer to use.

Participant Bill of Rights and Responsibilities

Your Rights in the Program of All-Inclusive Care for the Elderly

The Program of All-Inclusive Care for the Elderly, also called PACE, is a special program that combines medical and long-term care services in a community setting.

When you join a PACE program, you have certain rights and protections. Harbor 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.

To be eligible, you must:

- Be age 55 or older
- Live in the service area of the PACE program
- Be certified as eligible for nursing home care by the State Administering Agency
- Be able to live safely in the community at the time of enrollment with PACE services

The goals of PACE are:

- To maximize the independence, dignity, and respect of PACE members
- To help make PACE members more independent and improve their quality of life
- To provide coordinated quality health care to PACE members
- To keep PACE members living safely in their homes and communities as long as possible
- To help support and keep PACE members together with their family

At Harbor PACE, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. Our staff seeks to affirm the dignity and worth of each participant by assuring the following rights:

You have the right to be treated with respect

- 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
- 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 or to prevent injury
- To be encouraged to use your rights in the PACE program
- To get help, if you need it, to use the Medicare and Medicaid 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

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 Medicaid)

If you think you have been discriminated against for any of these reasons, contact a staff member at Harbor PACE 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.

- To get accurate, easy-to-understand information and to have someone help you make informed health care decisions
- 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 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
- To review how the PACE program plans to correct any problems that are found at
- inspection
- 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 a right to a choice of providers.

- To choose a health care provider 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
- To have reasonable and timely access to specialists as indicated by your health condition and consistent with current clinical practice guidelines
- To receive necessary care in all settings, up to and including placement in a long-term care facility when the PACE organization can no longer provide the services necessary to allow you to safely remain in the community

You have a right to access emergency services.

- 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

You have a right to participate in treatment decisions.

- 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
- To have all treatment options explained to you in a language you understand
- To be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications if you choose not to get treatment; you must be told how this will affect your health
- 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.

- 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
- To look at and receive copies of your medical records and request amendments
- 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

- 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 file a complaint.

- 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
- To a fair and timely process for resolving concerns with your PACE program
- 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 appeal any treatment decision by the PACE program, staff, or contractors
- To contact 1-800-MEDICARE to make a complaint related to the quality of care or the delivery of a service

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 enrollment be effective the first day of the month following the date Harbor PACE receives your notice of voluntary disenrollment.

Additional Help:

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

Monthly Payments

Your Monthly Bill

Your payment each month will depend on your eligibility for Medicare and/or Medicaid. Your eligibility is not determined by Harbor PACE.

Medicare and Medicaid or Medicaid Only

- If you are eligible for both Medicare and Medicaid, or Medicaid only, and you don't have a deductible you will make no monthly payment to Harbor PACE and you will continue to receive all Harbor PACE services, including prescription drugs

Medicare and Medicaid with a Deductible (Spend Down)

- If you are eligible for both Medicare and Medicaid, but have a deductible (spend down) obligation, you will make a monthly payment to Harbor PACE that equals your deductible (spend-down) obligation. The amount would be determined by Medicaid. This amount is due to Harbor PACE on the first day of each month

Medicare Only

- If you have Medicare and are not eligible for Medicaid, then you will pay a monthly amount to Harbor PACE. Your monthly payment of \$ _____ starts on the first day of the month you enroll. Because this premium does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare prescription drug coverage, the amount would be determined by Medicare. The monthly Medicare Part B payment should be paid to the Social Security Administration (SSA) to maintain your Medicare eligibility. This payment is automatically deducted from your monthly social security check

Private Pay (Neither Medicare nor Medicaid)

- If you are not eligible for Medicare or Medicaid, you will pay a monthly payment to Harbor PACE in the amount of \$. Because this premium does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage in the amount of \$ _____

Post Enrollment Treatment of Income

- If your eligibility for Medicare, Medicaid, or the amount of your Medicaid deductible (spend down) changes while you are a Harbor PACE participant, your monthly payment will be adjusted to reflect the change
- Applicants who had initially established MassHealth eligibility with income at or below 300% of the Federal Benefit Rate (FBR) and are enrolled in PACE, but who later experienced an increase in countable income, causing their income to exceed 300% of the FBR, may remain in their MassHealth Standard benefit and remain enrolled in PACE by spending down their income to 300% of the FBR. These members will remain financially eligible for continued MassHealth enrollment in PACE, subject to a monthly patient paid amount that is equal to their excess income over 300% of the FBR, less any allowable deductions

Instructions for Making Payments to Harbor PACE

If you are required to make a monthly payment to Harbor PACE the first payment is due no later than the first day of enrollment. Subsequent payments are due on the first of each month thereafter. Harbor PACE requires all participants who have a monthly payment to enroll in our electronic automatic debit payment process. Harbor PACE uses an electronic automatic debit payment process for your convenience. When needed, payments can also be made by check or money order. Checks or money orders should be made payable to: **Harbor PACE**, and should be mailed to:

Harbor PACE
PACE Payment
1135 Morton Street
Mattapan, MA 02126

Share of Cost of Nursing Facility Care

If you are a MassHealth (Medicaid) member:

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 6 months until you are able to return to your community residence. If applicable, you will continue to pay the MassHealth community deductible (spend down) amount directly to Harbor PACE.

Should you lose your community residence while you are in the nursing home, or if your Interdisciplinary Team in consultation with you 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 permanent residency in the nursing facility, you will 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 care allowance determined by MassHealth, which you may retain. If you are currently a recipient of supplemental security income (SSI) assistance payments and become a permanent resident in a nursing facility, your SSI payments will cease.

Service Exclusions and Limitations

Services that are not covered by Harbor PACE include:

- Services rendered in a non-emergency setting or for a non-emergency reason without Harbor PACE authorization. Exception – urgent care was pre-approved or urgent care was deemed approved because Harbor PACE failed to respond to a request for approval within one hour after being contacted or could not be contacted
- Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy
- Experimental medical, surgical, or other health treatments or procedures that are otherwise not Medicare covered services and are not generally accepted medical practice in the geographic area, as determined by the Harbor PACE Medical Director
- Care in any hospital other than Harbor PACE's contracted hospitals. Exception – emergency care or care was pre-approved by the Interdisciplinary Team
- Any services rendered outside the United States. Exception – Please contact Harbor PACE at 617-533-2400 to discuss possible exceptions
- Services received outside the Harbor PACE service area. Exception – emergency or authorized urgently needed care

General Provisions

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.

Continuation of Services on Termination

If our agreement with CMS and MassHealth is discontinued for any reason, you will continue to be entitled to coverage under Medicare Parts A and/or B and/or Medicaid. If that happens, we will help transition your care to other providers in your community.

Cooperation in Assessments

In order for us to determine the best services for you, your full cooperation is required in providing us with medical and financial information.

Governing Law

Harbor PACE is subject to the requirements of the Commonwealth of Massachusetts, MassHealth and the US Department of Health & Human Services, Centers for Medicare & Medicaid Services (CMS). Any provision required to be in this agreement shall bind Harbor PACE whether or not it is specifically included in this document.

No Assignment

You cannot assign any benefits or payments due under this agreement to any 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.

Notice

Any notice, which 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 your address. Should you need to provide Harbor PACE any notice, it should be mailed to Harbor PACE, 1135 Morton Street, Mattapan, MA02126.

Notice of Network/Provider Contract Changes

We will give you reasonable notice of any changes in our provider network that could have an effect on the services you receive. This includes hospitals, physicians, or any other person with whom we have a contract to provide services or benefits. We will arrange for you to receive services from another provider.

Policies and Procedures Adopted by Harbor PACE

We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.

Your Medical Records

It is 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 its contracted providers who treat you. By accepting coverage under this contract, you authorize us to obtain and use such records and information. This may include information and records concerning the treatment and care you received before the effective date of this plan by anyone who provided the treatment and/or care. Access to your own medical record is permitted in accordance with Massachusetts General Law c.111, sect. 70E.

Who Receives Payment Under this Agreement?

Payment for services provided and authorized by the Interdisciplinary Team under this contract will be made by Harbor PACE directly to the Harbor PACE provider. You cannot be required to pay anything that is owed by Harbor PACE to selected providers. However, payment for unauthorized services, except in case of emergency or urgently needed care, will be your responsibility.

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.

Definitions

Benefits and Services means the health and health-related services we provide through this Enrollment Agreement and your individualized Care Plan as authorized by our Interdisciplinary Team. These services include the benefits you would otherwise receive through Medicare and/or MassHealth plus additional services.

Enrollment Agreement means this agreement between you and Harbor PACE, which establishes the terms and conditions of enrolling with Harbor PACE and describes the benefits available to you.

Eligible for Nursing Facility Care means that your health status, as evaluated by Harbor PACE and determined by MassHealth or its agent meets the State of Massachusetts' criteria for nursing facility care. You must be eligible for nursing facility care to be accepted as a participant in Harbor PACE.

Emergency Medical Condition means one that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of the individual in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.

Harbor PACE means the Elder Service Plan of Harbor Health Services, Inc. (ESP of HHSI). ESP of HHSI provides health and health-related care on a prepaid basis to individuals aged 55 and older residing in the service area that meet our eligibility requirements and choose to enroll in our program. The words "we," "our," and "us" also refer to Harbor PACE.

Harbor PACE Contracted Provider means a health facility, health care professional, or agency, which has contracted with Harbor PACE to provide health and health-related services to Harbor PACE participants.

Harbor PACE Physician means a physician who is either employed by Harbor PACE or has contracted with Harbor PACE.

Exclusion is any service or benefit that is not included in this agreement. For example, non-emergency services received without authorization by the Harbor PACE Interdisciplinary Team are excluded from coverage. You would have to pay for any such unauthorized services.

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 one of Harbor PACE's adult day health/primary care centers, in your home, in professional offices of specialists, or nursing facilities under contract with Harbor PACE.

Health-related services mean those services, which support health services and help you maintain your independence. These services include personal care attendance, homemaker/chore assistance, recreational therapy, escorts, translation, transportation, home-delivered meals, help in handling your money and paying your bills, and assistance with housing problems.

Hospital services mean those services that are generally and customarily provided by acute general hospitals.

Interdisciplinary Team Harbor PACE's professional team consisting of a physician, nurse practitioner, social worker, registered nurse, dietitian, physical, recreational, and occupational therapists, health aides and other team members.

Medicaid Deductible (Spend Down) if your income exceeds the Medical Assistance (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 Medicaid deductible (spend down).

Monthly Payment means the amount, if any, you must pay each month in advance to Harbor PACE to receive benefits under this contract.

Nursing Facility means a health facility licensed by the Massachusetts Department of Public Health.

Non-Compliance refers to a situation where a participant who has decision-making capacity consistently refuses to comply with his or her individual care plan or the terms of this Enrollment Agreement, including repeated failure to follow medical advice and repeated failure to keep appointments. Non-Compliance is grounds for involuntary disenrollment from the program.

Out-of-Area means any area beyond Harbor PACE's approved service area.

Participant means a person who is enrolled in Harbor PACE. The words "you", "your", or "yours" used in this agreement refer to a participant.

Service Area The service area is comprised of these zip codes: 02048, 02456, 02021, 02301, 02121, 02334, 02458, 02026, 02302, 02122, 02356, 02459, 02035, 02303, 02123, 02357, 02460, 02062, 02304, 02124, 02718, 02461, 02067, 02305, 02125, 02766, 02462, 02072, 02324, 02126, 02767, 02464, 02169, 02325, 02127, 02768, 02465, 02170, 02333, 02130, 02780, 02466, 02171, 02338, 02131, 02783, 02467, 02184, 02339, 02132, 02468, 02186, 02340, 02135, 02495, 02188, 02341, 02136, 02189, 02351, 02215, 02190, 02358, 02191, 02359, 02322, 02367, 02343, 02370, 02368, 02379.

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

Urgent Care is one in which medical services are required promptly to prevent impairment of health due to symptoms that a prudent layperson would believe required immediate attention but are not life-threatening and do not pose a high risk of permanent damage to an individual's health.

Enrollment Agreement

ELDER SERVICE PLAN OF HARBOR HEALTH SERVICES INC. Enrollment Agreement

Name _____ Date of Birth _____ Sex _____

Address _____ Telephone Number _____

HEALTH INSURANCE CLAIM NUMBERS

Medicaid _____ Medicare _____ Part A _____ Part B _____

Medicaid Deductible (circle one) Yes No Other _____

PRIMARY CAREGIVER

Name _____ Relationship to Participant _____

Address _____ Telephone # (H) _____ (W) _____

I have received, read and understand this Enrollment Agreement Terms, and 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 the ESP according to the terms and conditions in the contract as a participant; I agree to receive all health services and health-related services from the ESP and its network of providers except emergency services.

Important Notice: The benefits under this contract are made possible through a special agreement that Harbor Health Services, Inc. has with Medicare (US Department of Health and Human Services, Centers for Medicare & Medicaid) and Medicaid (the Commonwealth of Massachusetts, Division of Medical Assistance). When you sign this agreement, you are agreeing to accept services exclusively from ESP in place of the usual Medicare and Medicaid benefits. ESP will provide Medicare and Medicaid covered services and additional ones authorized by your interdisciplinary team.

Please examine the contract carefully. You are under no obligation to enroll in our plan. If you do sign and enroll with us, the contract will be effective the 1st day of the month following the month in which you sign. See date below. You may cancel the contract if you notify ESP before the effective date noted on this contract. You may voluntarily disenroll from ESP at any time or you may also be involuntarily disenrolled from ESP following the terms outlined in the contract. You cannot voluntarily disenroll at a Social Security Office.

Effective Date _____

Print name of Participant

Signature of Participant

Date

Print name of Witness

Signature of Witness

Date

Print name of family member or legal guardian (if applicable)

Addendum to Enrollment Agreement

ADDENDUM TO ENROLLMENT AGREEMENT

1. An individual who accepts ESP as his/her sole source of services cannot make an election of hospice care. However, hospice-type services are available through ESP.
2. Medicaid recipients and individuals dually-eligible for Medicare and Medicaid enrolled in ESP are not liable for any payments, but may be held liable for any applicable spend down liability and any amounts due under the post-eligibility treatment of income process.
3. If you are currently enrolled in any other Medicare or Medicaid prepayment plan, enrollment in ESP will result in automatic disenrollment from that plan.
4. If after you enroll in ESP, you choose to enroll in another optional Medicare or Medicaid prepayment plan, that enrollment may have consequences and therefore needs to be discussed with the ESP social worker prior to disenrollment.
5. Participants must be notified of any changes to the information of the Enrollment Agreement in order to protect and exercise their rights.
6. The following have been discussed with me:
 - ___ Grievance/Appeal process
 - ___ Participant Rights
 - ___ Care Plan
7. The participant authorizes the exchange of information between CMS, the State administering agency and the PACE organization.
8. I received information about HIPPA and the privacy act of HHSI.

Participant/Caregiver Signature

Date

Fair Hearing Application

HOW TO ASK FOR A FAIR HEARING

Your Right to Appeal: If you disagree with the action taken by MassHealth, you have the right to appeal and ask for a hearing before an impartial hearing officer. You can also request a hearing if MassHealth did not act on your request in a reasonable time.

How to Appeal: You can fill out this hearing request form and send it with a copy of the notice you are appealing to the Board of Hearings, Office of Medicaid, 100 Hancock Street, 6th floor, Quincy, MA 02171 or you can fax or e-fax these materials to (617) 887-8797. You can also call (800) 841-2900 to fill out your request for a hearing form by telephone. If you have a question about your hearing, call (617) 847-1200 or (800) 655-0338.

The Board of Hearings must receive your completed, signed request within 30 calendar days from the date you received the notice of our action. If you did not receive a written

notice of the action to be taken, or MassHealth did not take an action on your

application, you must file your request no later than 120 calendar days from the date the action took place or the date of the application.

If You Are Now Getting MassHealth Benefits: You may be eligible to keep your

benefits between the time you appeal and the time that the Board of Hearings makes a decision to approve or deny your appeal. If you decide to keep your benefits between the time the appeal is pending, and then you lose your appeal, you may have to pay back the cost of the benefits you received. If you do not get benefits, and then you win your appeal, we will restore your benefits. You will keep your benefits if the hearing form is received either before the benefit stops or within 10 calendar days from the mailing date of the MassHealth notice, whichever is later. Please mark your choice in the Other Information section of the form.

Date of Fair Hearing: At least 10 days before the hearing, we will send you a notice telling you the date, time, and place of the hearing. Your hearing may be conducted by phone. You can ask us to reschedule a hearing, but you must have good cause. If you do not reschedule or appear on time to the hearing without documented good cause, your appeal will be dismissed.

FAIR HEARING REQUEST FORM

First Name: _____ Middle Initial: _____

Last Name: _____

Mailing _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Member ID: _____ Date of Birth: _____

Reason For Your Appeal (Circle any reason(s) that may apply.)

Income • Citizenship/Immigration status • Access to other insurance • Family size • Residency • Incarceration status • Other (see below)

Please explain why you are appealing.

Attach any documents that support your reason.

Other Information (Check all that apply.)

- I accept the proposed change in my coverage during the appeal process. If you check this line and you win your appeal, we will restore your original level of benefits.
- I want to keep the benefits during the appeal process that I was receiving before. If you check this line and you lose your appeal, you may have to pay back the cost of the benefits you received during your appeal.
- I need an interpreter. My language is _____
(We will provide the interpreter for the hearing.)
- I need an assistive device to communicate at a hearing.
(Describe what type of device you need, and we will provide an assistive device for the hearing.)

Your Right to Be Helped at the Hearing: At the hearing, you may have a lawyer or other person represent you, or you may represent yourself. We will not pay for anyone to represent you. You may contact a local legal aid service or community agency to see if you can receive advice or representation at no cost. A hearing request can also be filed on your behalf by an individual authorized to act on your behalf. If someone other than a lawyer is acting on your behalf, please attach a copy of the document(s) authorizing that person to file a hearing request on your behalf (for example, Power of Attorney, Guardian, invoked Health Care Proxy).

If You Need an Interpreter, Assistive Device, or Other Accommodation: If you do not understand English or if you are hearing or sight impaired, we will provide an interpreter or assistive device at the hearing at no cost to you. We will also make other reasonable accommodations a person with a disability may need to participate in the hearing. Please tell us what you need in the Other Information section of the form.

Your Right to Review Your Case File: You and/or your representative can review your case file before the hearing. If you wish to review your case file, call (800) 841-2900, TTY: (800) 497-4648 (for people who are deaf, hard of hearing, or speech disabled).

Your Right to Ask to Subpoena Witnesses and Your Right to Question: You or your representative may write to ask that witnesses or documents be subpoenaed to the hearing. You or your representative may present evidence and cross-examine witnesses at the hearing. This means you can ask questions of witnesses. The hearing officer will make a decision based on all evidence presented at the hearing.

Impact on Other Household Members: Note that an appeal decision for one household member may change eligibility for other household members. If that happens, affected household members will receive a new eligibility notice explaining the changes.

I need another accommodation for a disability. (Describe the accommodation needed.)

I need an expedited hearing.

I want a phone hearing. My number is _____

Appeal Representative, if you have one

Name: _____ Phone number: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Signature

The information on this form is true and accurate, to the best of my knowledge. I authorize MassHealth to provide me and my representative, if I have one, with my individual information, including federal and state tax information used in the determination of my eligibility, for purposes of this appeal process.

Signature: _____ Date: _____

First & Last Name (Print): _____

If this is signed by someone other than an appellant 18 years of age or older who has authority to file, please attach a copy of your authority to file the appeal on behalf of the appellant (for example, a copy of your power of attorney document or evidence of court appointment as a personal representative).