



**NEIGHBORHOOD PACE**  
*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 Guide**

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

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## SECTION 1: Welcome to the Neighborhood PACE

We are pleased to introduce you to the Neighborhood PACE. 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.

You are eligible to enroll in Neighborhood PACE if you:

- Are at least 55 years of age;
- Are capable of safely residing in the community setting without jeopardizing your health and safety;
- Meet the level of care required for coverage of nursing facility services as certified by MassHealth; and
- Live in the service area: Chelsea, East Boston, Everett, Malden, Medford, Melrose, Revere, Stoneham, Winthrop and Boston's North End.

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 monitor 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 provided through the Neighborhood PACE contracted network unless authorized in advance by your 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, friends, and neighbors to maintain your independence and safety in the community. Neighborhood PACE may also help you purchase equipment to modify your home environment to increase safety and convenience.

*Some of the terms used in this document may not be familiar to you.  
Please refer to Section 11: 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 physician, nurse practitioner, registered nurse, social worker, nutritionist, rehabilitation and recreation therapists, 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, 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 doctor's office with rehabilitation and 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 physician 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 to determine how the services and activities at PACE Centers and alternative settings 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.

Neighborhood PACE Center Locations:

Lewis Mall PACE Center 225 Sumner Street East Boston, MA 02128 617-568-4426	Winthrop PACE Center 26 Sturgis Street Winthrop, MA 02152 617-568-6300	Barnes PACE Center 127 Marion Street East Boston, MA 02128 617-568-6333
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Alternative Care Setting/Wellness Center  
155 Addison Street  
East Boston, MA 02128

Neighborhood PACE utilizes the Massachusetts Relay 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:

East Boston Neighborhood Health Center  
Attn: Neighborhood PACE Administration  
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 among the East Boston Neighborhood Health Center, the Commonwealth of Massachusetts Office of MassHealth, and the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS).

Once you have enrolled in Neighborhood PACE, you agree to receive services exclusively from Neighborhood PACE and/or its network of providers, with the exception of emergency services or out-of-network services that have been authorized in advance by your IDT.

## **SECTION 3: Benefits and Coverage**

Neighborhood PACE covers items and services, as medically necessary that are traditionally covered under Medicare and MassHealth. 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 health status. All authorized benefits are covered 100% by Neighborhood PACE leaving no balance billing to Participants.

### **1. PACE Health Center Services**

- Primary care physician 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**

- Physician specialists services, including, but not limited to, services such as gastroenterology, oncology, urology, rheumatology, and dermatology
- 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
- Prescription drugs (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, if medically necessary

### **3. Inpatient Hospital Care**

- Semi-private room (or private room if medically necessary)
- 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 (See Section 4 of this Agreement)**

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

### **5. Skilled Nursing Facility and Nursing Facility Care**

- Semi-private 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 the dental status of all participants and will offer dental services that conform to accepted standards with the goal of optimizing oral health and nutritional status. Dental services are based on individual needs. Participants are eligible for:

- Routine Dental Exams and Cleanings
- Full mouth X-rays
- Restorative fillings
- Single Crowns
- Dentures, one complete pair or separate upper/lowers every 4 years unless an exception is approved by the IDT.

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

## **8. Hearing Instruments**

Hearing instruments are provided to participants with medical clearance from the IDT for those who do not have other medical conditions that would contraindicate the use of a hearing instrument. Participants are eligible for:

- One pair of hearing aids, including fittings, consultations and ongoing maintenance as authorized by the IDT, once every 5 years unless an exception is made by the IDT.

## **9. Vision Services and Eyewear**

ESP participants are covered for one routine eye exam per year and as needed medically necessary treatments at an in-network provider or other approved provider.

- ESP participants are covered for one (1) routine eye exam per year. Related medical necessary tests and treatments are covered with an authorized referral.
- One pair of eyeglasses is covered every two (2) years unless an exception is made by the IDT.
- Two (2) pairs of glasses may be covered if approved by the IDT if multifocal lens designs are contraindicated due to fall risk.

## 10. Palliative Care and End-of-Life Services

Palliative Care and end-of-life services are generally provided by the PACE interdisciplinary team. 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 interdisciplinary team through your Care Plan or the Service Request process. If denied by the interdisciplinary team, service requests are subject to appeal.

### SECTION 4: Access to After-Hours Care, Emergency Care, 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 your PACE Center:

Barnes: 617-568-6333; Lewis Mall: 617-568-4426; Winthrop: 617-568-6300

#### 2. Emergency Care

Neighborhood PACE covers emergency care for an emergency medical condition. ***In an emergency, please call 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 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:***

East Boston Neighborhood Health Center  
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.

For approval of services call you're PACE Center.

### **3. Urgent Care**

Urgent care is defined as care you receive when you are temporarily out of the Neighborhood PACE service area for an illness or injury that a prudent layperson who possesses an average knowledge of health and medicine would believe requires immediate attention, but is not emergent as defined above. In an urgent situation, your life or functioning is not in severe jeopardy.

Urgent care is appropriately provided in a clinic, physician's office, or in a hospital emergency department if a clinic or physician's office is inaccessible. 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 doctor or another provider will assess your medical 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.

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.

## **SECTION 5: Eligibility, Enrollment, and Disenrollment**

### **1. Eligibility**

You are eligible to enroll in Neighborhood PACE if you:

- Are at least 55 years of age
- Are capable of safely residing in the community setting without jeopardizing your health and safety;
- Meet the level of care required for coverage of nursing facility services as certified by MassHealth; and
- Live in the service area of Neighborhood PACE: Chelsea, East Boston, Everett, Revere, Winthrop, Stoneham, Melrose, Medford, Malden, or Boston's North End

### **2. 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 a photo identification card with a lanyard to identify yourself at the PACE Center. You will also receive an insurance card that will replace your Medicare and/or MassHealth cards and can be brought with you on Medical Appointments.

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 617-568-7214.

### **3. Continuation of Enrollment**

#### Qualifying for Nursing Home Level of Care

If the State determines that you no longer meet the criteria for nursing facility level of care, 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 traditional Medicare/MassHealth as applicable. You have the right to appeal to the Executive Office of Health and Human Services (See Section 7: Participant Grievance/Concerns and 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 of Neighborhood PACE. Please contact the Business Office if you have any questions or you would like to make a payment arrangement.

### **4. 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). Both types of termination require written notice.

***Disenrollment and termination at any time during the month is effective the first day of the next month.***

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

When you disenroll from the Neighborhood PACE, you will regain your original coverage under Medicare and MassHealth. However, to continue to receive prescription drug coverage under Medicare, you will need to enroll in a Medicare Part D prescription drug program. A Neighborhood PACE insurance specialist will help you, upon request, in selecting a new Medicare Part D plan.

#### Voluntary Disenrollment

You may voluntarily disenroll from Neighborhood PACE without cause at any time. You may notify Neighborhood PACE verbally or in writing if you wish to disenroll. You will need 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. If you choose to disenroll, Neighborhood 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 also will work with Medicare and/or MassHealth to help you return to the appropriate insurance programs.***

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 disenrollment will be the first day of the month following receipt of your request.

#### 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 written notification if:

- You move out of the service area or are out of the service area for ***more than 30 consecutive days*** without prior approval. Please note that it is the participant's responsibility to inform Neighborhood PACE of a move or lengthy absence from the service area.
- You or your family members or caregivers engage in disruptive or threatening behavior.
- Your behavior jeopardizes your health or safety, or the health or safety of others.
- You knowingly and consistently do not comply with the terms of this Enrollment Agreement.
- You fail to pay or make satisfactory arrangements to pay any amount you agreed to pay at enrollment or upon re-determination by MassHealth after the 30-day grace period.

- You are no longer determined to meet MassHealth nursing facility level of care requirements.
- Neighborhood PACE loses the contracts and/or licenses enabling it to offer health care.
- The Centers for Medicare and MassHealth Services and/or MassHealth terminate or do not renew the program agreement with East Boston Neighborhood Health Center's Neighborhood PACE Plan.

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

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 within the 30-day grace period, you will not be involuntarily disenrolled. However, you must make this payment before the end of the month in order to continue to receive services from Neighborhood PACE. If you pay your bill at this time, your coverage will continue without interruption.

## **5. Re-Enrollment**

If you choose to leave Neighborhood PACE (disenroll voluntarily), you may reapply for 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 enrollment and at least annually.**

### **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, social, behavioral, and personal care needs. Care plans are updated at the time of 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 Neighborhood PACE to furnish routine or preventive women's health services. Your care plan will include all Medicare and MassHealth covered items and

services, as well as other services determined necessary by your IDT to improve and maintain your overall health.

### **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 number of specialists and health care facilities available for specialty and hospital care. When the ID 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 upon enrollment, annually and at other times during the year if there is a change that could affect the care and services you receive.

### **6. Appeals of Care Plan Change**

You may appeal care plan adjustments that result in service reduction or denial. See Section 7: Participant Grievance and Appeals Processes.

### **7. Request for Service Change**

You or your 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.

When you or your representative request a service change, the IDT will conduct its assessment 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 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 if one of the following occurs:

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

If the IDT determines that it is necessary to deny your request, we will tell you or your representative verbally and notify you in writing. We will explain the specific reason(s) for the denial and inform you of your appeal rights (see Section 7: Participant Grievance and Appeals Processes).

***If the IDT does not provide you with a timely decision concerning your request for services, or if Neighborhood PACE does not provide services approved by the***



***IDT as part of your revised Plan of Care, this failure is considered a denial of services and Neighborhood PACE must automatically handle your request as an appeal.***

## **SECTION 7: Appeals Processes**

### **Appeals Process**

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

- Failed to approve, furnish, arrange for, or continue providing any services you believe are necessary; OR
- Failed to pay for services that you believe were necessary

***Any decision made by Neighborhood 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 along with an explanation of your appeal rights.***

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 Director or Social Worker that you would like to file an appeal or you may send an appeal request in writing to our general mailing address:

East Boston Neighborhood Health Center  
10 Gove Street  
East Boston, MA 02128  
Attn: Neighborhood PACE Appeals

Appeal request can also be sent by fax to 617-568-6419. **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 appropriately credentialed professional(s) not involved in the original decision 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** within 30 days of the day on which we receive your request.
5. Neighborhood PACE will notify you or your representative of our decision in writing.
6. Neighborhood PACE will address your appeal in a confidential manner.
7. During the appeals process, Neighborhood PACE will continue to furnish you all required services identified in your Plan of Care and authorized by the IDT.
8. For a **Medicare-only** 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 jeopardize 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.
9. For a **MassHealth** participant, Neighborhood PACE will continue to furnish the disputed services until a decision is made on the appeal request if the following conditions are met:
  - Neighborhood PACE is proposing to terminate or reduce services currently being furnished to you.
  - You request continuation with the understanding that you may be financially liable for the contested services if you lose your appeal.
10. If the Appeals Team agrees with you (disagrees with the IDT’s decision), Neighborhood PACE will furnish you with the disputed services(s) as quickly as your health condition requires.
11. If the Appeals Team denies your appeal by deciding that the IDT’s original decision was correct, you have additional appeal rights called an “External

Appeal.” The External Appeal process is explained later in this section of the Enrollment Agreement.

### 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 maximum function will be seriously jeopardized if the requested service is not provided.

1. If you need a FAST appeal contact your PACE Center, speak with either your Center director or Primary Care physician. After-hours the On-Call Administrator will immediately contact Neighborhood PACE senior staff to begin the expedited appeal review process.
2. Neighborhood 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 we determine that extra time is needed to review your request.
3. Neighborhood PACE may extend the 72-hour review time by **up to 14 calendar days** for either of the following reasons:
  - You request the extension.
  - Neighborhood PACE justifies to MassHealth the need for additional information and how the delay is in your best interest.
4. 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.
5. If our decision is not fully in your favor, our letter will include an explanation of your additional appeal rights under MassHealth and Medicare. This is called the “External Appeal Process.” We also will notify MassHealth and the Centers for Medicare and Medicaid (CMS) of our decision.

### External Appeals

If we do not approve your appeal, you may have your appeal reviewed by an External Reviewer through either MassHealth or Medicare’s Independent Review Entity.

1. 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 (MassHealth) and Medicare.
2. 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.

3. 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.
4. If your appeal is being sent to the Medicare External Review Entity, you will receive a decision: within 60 days if your appeal involved denial of payment; within 30 days for a standard appeal for denial of services (a 14-day extension may be taken, if necessary); or within 72 hours for an expedited or FAST appeal for denial of services (a 14-day extension may be taken, if necessary).

Medicare's external reviewer is:

MAXIMUS Federal Services  
Medicare Managed Care & PACE Reconsideration Project  
3750 Monroe Avenue  
Suite 702 Pittsford, NY 14534-1302  
Telephone: 585.348.3300  
Email: medicareappeal@maximus.com

5. If your appeal is being processed under MassHealth, you will be notified by mail by the Board of Hearings at least ten days before the fair hearing of the date, time, and place of the hearing. You have a right to be assisted at the hearing, and if you are not fluent in English, the Board of Hearings will provide an interpreter.

Executive Office of Health & Human Services Board of Hearings  
100 Hancock Street, 6th floor  
Quincy, Massachusetts 02171  
Telephone: 617-847-1200 or 800-655-0338  
Fax: 617-847-1204

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

## **SECTION 8: Participant Grievance/Concern Process**

### **Grievance/Concern Process**

A ***grievance/concern*** is a complaint, either written or oral, expressing your dissatisfaction with service delivery or the quality of care furnished. You have the right to file a grievance/ concern about anything affecting your care.

All of us at Neighborhood PACE share the responsibility for assuring that you are satisfied with the care and services you receive. We encourage you to express any grievances/concerns 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 /concern process.

The process to resolve a grievance is as follows:

You or your representative can send us a written complaint at our general address (see Section 2 of this Enrollment Agreement) or speak with any Neighborhood PACE staff person.

1. If you or your representative choose to speak with someone about your grievance/ concern, that staff member will ask you about your complaint and complete a “Participant Grievance/ concern Form” on your behalf.
2. You will be given a written acknowledgment of your grievance/concern and a copy of your complaint will be kept at Neighborhood PACE.
3. The Center Director will attempt to resolve the grievance/concern within 30 calendar days from the day on which we receive your grievance/ concern. At that time, we will tell you verbally about the results of our investigation and the steps we have taken to address your grievance/concern. We also will provide this information in writing.
4. At all times during the grievance/concerns process, we will protect your privacy.

You will never be penalized for filing a concern and we encourage you to notify a staff member any time you have a complaint or concern about your care.

## **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. 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.

- **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.

- **MEDICARE AND MASSHEALTH WITH A DEDUCTIBLE (SPEND DOWN) OBLIGATION**

If you are eligible for both Medicare and MassHealth, but have a deductible (spend down) obligation, you will make a monthly payment to Neighborhood PACE equal to your deductible (spend down) obligation. This obligation is determined solely by MassHealth and is based upon the income information you submit with your MassHealth application.

- **MEDICARE A and B ONLY**

If you have Medicare Parts A and B and are not eligible for MassHealth, then you will pay a monthly premium to Neighborhood PACE determined by the State of Massachusetts. 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. You may pay both premiums together or you may contact the Business Office of Neighborhood PACE at 617-568-7214 to discuss a payment plan.

- **MEDICARE A or B ONLY**

If you have Medicare Part A only or Medicare Part B only and are not eligible for MassHealth, then you will pay a monthly premium to Neighborhood PACE. The amount you pay is, determined by the State of Massachusetts and Medicare. 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. You may pay these premiums together or you may contact the Business Office of Neighborhood PACE at 617-568-7214 to discuss a payment plan.

- **PRIVATE PAY (Neither Medicare or 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. Because this premium does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage.

You may pay both premiums together or you may contact the Business Office of Neighborhood PACE at 617-568-7214 to discuss a payment plan.

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 617-568-7214 for more information about whether this applies to you.

If you are eligible for Medicare, you will continue to be responsible for paying the monthly Medicare Part B payment to the Social Security Administration (SSA) to maintain your Medicare Part B eligibility. This payment is deducted automatically from your monthly social security check. 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.

### **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:

East Boston Neighborhood Health Center  
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. If you select a nursing home facility outside of these contracted locations, you may be fully and personally liable for the costs of unauthorized Neighborhood PACE services.

#### 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 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 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 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 due and payable to the nursing facility by the tenth of each month. If you and/or your family have questions about these payments and procedures, call the Business Office of Neighborhood PACE 617-568-7214 for assistance.

#### For All Other Neighborhood PACE Participants

Share of costs for nursing facility care for all other participants will continue as follows:

- If you are eligible for Medicare Part A or B only, you will continue to make a monthly payment to Neighborhood PACE as outlined in the agreement.

### **SECTION 10: Service Exclusions and Limitations**

The following services are excluded or limited under Neighborhood PACE:

1. Any service that has not been authorized by the IDT through the care planning process, even if it is listed as a covered benefit, ***except for emergency care or certain urgent care services.***



2. Services rendered in a non-emergency setting or for a non-emergency reason without prior authorization, ***unless urgent care was pre-approved, or urgent care was deemed approved because Neighborhood PACE failed to respond to a request for approval within one hour after being contacted or could not be contacted.***
3. Cosmetic surgery, unless required for improved functioning of a malformed part of the body resulting from an accidental injury, or for reconstruction following mastectomy.
4. 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 Neighborhood PACE Medical Director.
5. Care in any hospital other than Neighborhood PACE contracted hospitals, except for emergency care, unless authorized in advance by the IDT.
6. Any services rendered outside the United States.
7. Services received outside the service area (except for emergency services, authorized urgently needed care, or if Neighborhood PACE failed to respond within one hour to a request for authorization of urgently needed care).
8. Personal comfort items provided, such as private room and private duty nurse, unless medically necessary, and any non-medical items for your use, such as telephone charges or TV rental.

## **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.
2. ***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 MassHealth. If that happens, we will help transition your care to other providers in your community.
3. ***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.

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 & MassHealth Services (CMS). Any provision required to be in this Agreement shall bind Neighborhood PACE whether or not it is 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. When you need to give us any notice, it should be mailed to:

East Boston Neighborhood Health Center  
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.
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, payment for unauthorized services, except in case of emergency or urgently needed care, will be your responsibility.**
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, plus other services not normally available under Medicare or MassHealth 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, which establishes the terms and conditions of enrolling with Neighborhood PACE and describes the benefits available to you.
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 require 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 East Boston Neighborhood Health Center's Neighborhood PACE plan to provide health and health-related services to Neighborhood PACE participants.
5. **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.
6. **Exclusion** means any service or benefit that is not authorized by the Interdisciplinary Team and/or covered under this Enrollment Agreement. For example, emergency services are covered without prior approval, but non-emergency/non-urgent services received without authorization by Neighborhood PACE Interdisciplinary Team are excluded from coverage. You would have to pay for any such unauthorized services.

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 specialists, or in nursing facilities 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 physician, nurse practitioner, social worker, registered nurse, dietitian, physical, recreational, and occupational therapists, health aides, and other team members.
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 contract.
13. **Neighborhood PACE** means the Program of All Inclusive Care for the Elderly of the East Boston Neighborhood Health Center. Neighborhood PACE provides health and health-related care on a prepaid basis to individuals age 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 Neighborhood PACE.
14. **Nursing Facility** means a health facility licensed by the Massachusetts Department of Public Health.
15. **Non-Compliance** refers to a situation where a participant who has decision-making capacity consistently refuses to comply with his or her individual plan of

care or the terms of this Enrollment Agreement, including repeated failure to follow medical advice and repeated failure to keep appointments.

16. **Out-of-Area** means any area beyond Neighborhood PACE service area of Chelsea, East Boston, Everett, Revere, Stoneham, Malden, Melrose, Medford and Boston’
17. **Participant** means a person who is enrolled in Neighborhood PACE. The words “you,” “your,” or “yours” used in this Agreement refer to a participant.
18. **Physician** means a physician who is either employed by or contracted with Neighborhood PACE.
19. **Service Area** means the areas of Chelsea, East Boston, Everett, Revere, Winthrop, Stoneham, Malden, Melrose, Medford and Boston’s North End.
20. **Service Location** means any location at which you receive any health or health-related service under the terms of this Enrollment Agreement.
21. **Urgent Care** is defined as care you receive when you are temporarily out of the service area for an illness or injury that a prudent layperson who possesses an average knowledge of health and medicine would believe requires immediate attention but is not emergent as defined above. In an urgent situation, your life or functioning is not in severe jeopardy.

## **SECTION 13: Participant Bill of Rights and Responsibilities**

### **Participant Rights**

At Neighborhood PACE, our mission is to provide you with quality health care services. We affirm the dignity and worth of each participant by assuring the following rights:

#### Respect and Non-Discrimination

You have a right to:

- Be free from any discrimination based on race, ethnicity, national origin, religion, sex, age, mental or physical disability, sexual orientation, or source of payment. If you believe that you have been discriminated against, you may contact the Office of Civil Rights for assistance at 800-368-1019, or, for TTY users, 800-537-7697.
- Be free from harm, including physical or mental abuse, neglect, corporal punishment, involuntary seclusion, excessive medication, or any unnecessary physical or chemical restraint.

- Be treated with dignity and respect.
- Receive humane care.
- Participate in the development and implementation of your plan of care.
- Have reasonable access to a telephone.
- Not be required to perform services for Neighborhood PACE.

### Information

You have a right to:

- Have the Enrollment Agreement fully discussed and explained to you in a clear and understandable manner.
- Be fully informed, in writing, of the services available from Neighborhood PACE, including all services delivered through contracts, at any time before enrollment, upon enrollment, during participation, and when there is a change in services.
- Review and copy your medical records and request amendments to those records.
- Be fully informed, in writing, of your rights and responsibilities and all rules and regulations governing your participation in Neighborhood PACE, as evidenced by your written acknowledgement.
- Receive accurate, easily understood information about your health and functional status and have all treatment options explained to you in a clear and understandable manner.
- Refuse treatment and to be informed of the consequences of such refusal.

### Confidentiality

You have a right to:

- Be afforded privacy and confidentiality in all aspects of your care.
- Be assured of confidential treatment of all information contained in your medical record, including any information contained in any automated data bank.
- Be assured that we will obtain your written consent for the release of information to persons not otherwise authorized under law to receive it.
- Provide written consent that limits the degree of information and the persons to whom information may be given.
- Withhold any information from the media or the press that identifies you or leads to your identification, including photographs, unless you have given your written consent.

### Emergency Care

You have a right to:

- Access emergency health care services when and where the need arises, without prior authorization by the Neighborhood PACE IDT.

## Treatment Decisions

You have a right to:

- Receive comprehensive health care in a safe and clean environment and in an accessible manner.
- Participate fully in all decisions related to your treatment or to designate a representative to do so.
- Receive assistance in making informed health care decisions.
- Choose your primary care physician and specialists within Neighborhood PACE's network, including your choice of a women's health specialist for routine or preventive women's health services.
- Request a reassessment by the Interdisciplinary Team.
- Have the staff explain advance directives and establish them, if you so desire.
- Be given reasonable advance notice, in writing, if you are to be transferred to another part of Neighborhood PACE due to medical reasons, your welfare, or that of other participants. Such actions will be documented in your health record.

## Exercising Your Rights

You have a right to:

- Access the grievance/concern and appeals process in writing and have it explained to you in a clear and understandable manner before enrollment, at the time of enrollment, at the time when a grievance or appeal is filed, and at least annually.
- Be encouraged and assisted to exercise your rights as a participant, including the Medicare and MassHealth appeals processes as well as civil and other legal rights.
- Voice complaints to the staff and outside representatives of your choice, free of any restraints, interference, coercion, discrimination, or reprisal by Neighborhood PACE staff.
- Have a fair and efficient process for resolving differences with Neighborhood PACE, including a rigorous system of internal review and an independent system of external review.
- Appeal any treatment decision of Neighborhood PACE, its employees, or contractors through the appeal process.
- Be encouraged and assisted to recommend changes in policies and services to Neighborhood PACE staff.
- Examine, or upon reasonable request, be assisted to examine the results of the most recent review of Neighborhood PACE conducted by the Centers for Medicare & Medicaid Services (CMS) or MassHealth and any plan of correction in effect.
- Disenroll from Neighborhood PACE at any time.



## Shared Responsibilities

At Neighborhood PACE we believe that you and your caregiver are key members of the IDT and that open communication and a cooperative approach to problem-solving is the best way to assure that you remain as healthy and independent as possible.

Neighborhood PACE uses its education and training programs to ensure that every member of the staff and its contracted providers

- Understand and respect the mission to help our participants live safe, healthy and independent lives;
- Are knowledgeable about the Participant Rights described above;
- Always communicate with our participants in a respectful and caring manner; and
- Fully participate in the Performance Improvement Program to address participant concerns, and improve participant satisfaction and health outcomes.

In return, we ask our participants and their family members to

- Work cooperatively with the IDT to develop and implement a plan of care that reflects your goals and preferences;
- Provide the IDT with a complete and accurate medical history and personal health information.
- Use only the services authorized by Neighborhood PACE (except when you need emergency care or, in certain situations, urgent care services) so that we can effectively monitor and oversee your care.
- Use only the hospitals in the Neighborhood PACE network (except when you need emergency care or, in certain situations, urgent care services) so that our doctors and nurse partners can help manage your hospital care.
- Notify Neighborhood PACE within 48 hours, or as soon as reasonably possible, if you have received emergency service from providers other than our contracted providers.
- Notify your PCP/NP or nurse if you have concerns about your medications.
- Tell us if you are dissatisfied with care or services.
- Tell us if you disagree with our decision not to provide services, to decrease or discontinue services, or to deny payment for a service you already received.
- Treat our staff with respect and consideration.
- Provide financial and other documentation required to maintain coverage under Medicare and MassHealth.
- Pay any required monthly fees on time.
- Notify Neighborhood PACE verbally or in writing if you wish to disenroll, and sign the disenrollment form that we provide to you.