

# CHA PACE



## Enrollment Agreement

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## Notice

This document is considered the Enrollment Agreement and sets forth the terms and conditions of enrollment in CHA PACE. This Enrollment Agreement will be provided to the participant, and their caregiver or authorized representative, during the enrollment process.

**Mailing Address:** CHA PACE  
163 Gore Street, Cambridge, MA 02141

**Telephone:** (617) 575-5850

**TTY:** (800) 439-2370

**Website:** [www.challiance.org/pace](http://www.challiance.org/pace)

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## Introduction

Welcome to CHA PACE. This Enrollment Agreement will help you understand how CHA PACE works. It will tell you what CHA PACE is and what kind of services it can provide. If you have any questions after you read this Enrollment Agreement, please call or contact us. If you need another copy, please feel free to request another copy from the CHA PACE receptionist or find one at our website.

## Notice of Nondiscrimination

CHA PACE complies with applicable Federal civil rights laws and does not discriminate on the basis of race, ethnicity, color, national origin, age, mental or physical disability, sexual orientation, gender expression, sex, or source of payment. CHA PACE does not exclude people or treat them differently because of race, ethnicity, color, national origin, age, mental or physical disability, sexual orientation, gender expression, sex, or source of payment.

CHA PACE provides free aids and services for individuals to communicate effectively with us. Such items and services include:

- Qualified sign language interpreters
- Qualified language interpreters for individuals whose primary language is not English
- Information written in other languages

If you need these services, contact us.

If you believe that CHA PACE has failed to provide these services or discriminated in another way on the basis of race, ethnicity, color, national origin, age, mental or physical disability, sexual orientation, gender expression, sex, or source of payment, please contact us:

<b>Mailing Address:</b>	<b>CHA PACE</b> <b>163 Gore Street, Cambridge, MA 02141</b>
<b>E-mail:</b>	<b>pace_compliance@challiance.org</b>
<b>Telephone:</b>	<b>(617) 575-5850</b>
<b>TTY:</b>	<b>(800) 439-2370</b>
<b>Website:</b>	<b>www.challiance.org/pace</b>

You can file a grievance in person, by mail, fax, or email. If you need help filing a grievance, please contact us. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

<b>Mailing Address:</b>	<b>U.S. Department of Health and Human Services</b> <b>200 Independence Avenue, SW Room 509F, HHH</b> <b>Building Washington, D.C. 20201</b>
<b>Telephone:</b>	<b>1 (800) 368-1019</b> <b>(800) 537-7697 (TDD)</b>
<b>Website:</b>	<b>Complaint forms are available at</b> <b><a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a></b>

## Mission

At CHA, we believe everyone deserves the opportunity to be healthy. Our providers and staff are committed to improving access to care, while pursuing health equity and social justice. We support policies that protect and improve the health of all, with a special focus on underserved people in our communities. This is core to our mission.

## Program Description

CHA PACE provides health care and other support for adults 55 and older who want to continue to live at home. We are part of the national Program of All-Inclusive Care for the Elderly (PACE). With CHA PACE, you get great doctors, rides to medical visits, medications and more - the things you need to live safely in the community. CHA PACE also covers all the costs of care. You won't worry about co-pays, pharmacy costs, or other costs that may cause financial stress. Our team is here for you.

## Special Features of CHA PACE

### Interdisciplinary team

At CHA PACE, a team of healthcare professionals, called the interdisciplinary team, meets with you and your family/caregivers to assess your physical, social, and emotional needs. Together, you discuss what is important to you, and then develop an evolving care plan, tailored to your individual needs and concerns. The team includes a primary care provider (physician or nurse practitioner), registered nurse, social worker, dietician, physical therapist, occupational therapist, activity coordinator, home care coordinator, the CHA PACE center director, personal care attendant, and driver. Each team member's special expertise is employed to assess your healthcare needs and to call upon additional specialists, if necessary. Together, with you and your care network/family, we create a plan of care designed just for you.

### Authorization of Care

You will get to know members of your interdisciplinary team well. They will help you to be as healthy and independent as possible. In order for services to be provided and/or paid for by CHA PACE, the interdisciplinary team must pre-approve all your healthcare services (except emergency services). The team will reassess your needs at least every six months, and more frequently, if necessary. Your interdisciplinary team may approve and refer you to receive additional services from doctors and specialists within or outside CHA. If you make appointments without the knowledge or approval of the interdisciplinary team, or with out-of-network providers, you may be responsible for payment of those services.

### CHA PACE Locations

You will receive health care services at our PACE Center located at 163 Gore Street, Cambridge, and may receive some services at our Alternative Care Setting located at 195 Canal Street, Malden. Our PACE Center is multi-purpose and offers you health care, meals, activities, and opportunities to socialize and make new friends. We will work with you and your care network/family to determine your schedule of attendance and to schedule appointments. We will provide you with transportation to and from the center, unless you prefer another arrangement.

## Primary Care Provider

Your CHA primary care provider and other clinicians are responsible for your care and will be members of the interdisciplinary team. All your providers, as members of the interdisciplinary team, will know the services you are receiving and what care is planned for you.

## Lock-In Provision

Once you have enrolled in CHA PACE, you agree to receive services exclusively from CHA PACE providers and CHA PACE contracted providers. You may be fully and personally liable for the costs of unauthorized and/or out-of-network services. If you are eligible for Medicare and/or Medicaid (MassHealth), CHA PACE takes the place of the standard Medicare and/or MassHealth programs. All of your care is provided only through CHA PACE. You will receive all the services you would have normally received through Medicare and/or MassHealth and may receive more services. You will not be responsible for Emergency service costs. Please see the Emergency and Urgent Care section of this Enrollment Agreement for specific information.



## Eligibility

### You are eligible to enroll in CHA PACE if you are:

- At least 55 years of age
- Capable of safely residing in a community setting at the time of enrollment without jeopardizing your health and safety
- Certified by MassHealth to have met the level of care required for coverage of nursing facility services
- Living in the CHA PACE service areas which includes the following zip codes:
  - » Middlesex County: 02138, 02139, 02140, 02141, 02142, 02143, 02144, 02145, 02148, 02149, 02155, 02238, 02239, 02471, 02472, 02474, 02475, 02476, 02477, 02478
  - » Suffolk Country: 02129, 02150, 02151

In addition to meeting these criteria, you must agree and accept the provisions of this agreement in writing by signing the agreement. You must also be MassHealth and/or Medicare eligible or willing to pay privately the amounts set forth in the payment section of this Enrollment Agreement. CHA PACE may deny your enrollment if we determine that your health and safety would be jeopardized by remaining in your home or community. Eligibility is determined by a nurse assessment of your level of care needs conducted as part of an enrollment process that includes an enrollment team review and approval.

## Enrollment and Effective Dates of Coverage

### Enrolling in CHA PACE is a three-step process:

1. Intake
2. Assessment
3. Initial Plan of Care and Enrollment

### Intake

The intake process begins when you or someone on your behalf contacts CHA PACE. An enrollment representative will describe our program and obtain further information about you. We will then make an appointment or appointments to visit you in your home to explain the program and evaluate whether you meet a nursing facility level of care.

### You will learn:

- How CHA PACE works
- The kinds of services CHA PACE offers
- Answers to questions you may have about CHA PACE
- That when you enroll, you must agree to receive all your medical and health care exclusively from CHA PACE or its contracted service providers, with the exception of emergency services
- Your monthly payment, if any

If you are interested in joining CHA PACE, the CHA PACE enrollment staff will discuss your health and safety status with other members of the enrollment team. CHA PACE will ask that you sign a release allowing us to obtain your past medical records so our team has complete information about your health conditions. CHA PACE will also ask for financial records for MassHealth enrollment.

## Assessment

Within three weeks, we will evaluate your health and safety status. The enrollment team will meet to share our findings and ideas for your care. At this meeting, 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 and in the community. This includes assessing whether CHA PACE can meet your medical, nursing, psychological and social needs in conjunction with your family or support network, if any, and whether remaining in your home or in the community jeopardizes your health and safety. You may be denied enrollment if remaining in your home and or the community would jeopardize your health and safety. In such cases, the CHA 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 to:

- Mail:** Board of Hearings - Office of Medicaid  
100 Hancock Street, 6th Floor, Quincy, MA 02171
- Fax:** (617) 847-1204
- Phone:** (617) 847-1200 *(You may also call MassHealth Customer Service to complete the form by phone)*
- TTY:** (877) 610-0241

## Enrollment

If we assess that you are eligible for CHA PACE, you and your care giver/family will be invited to meet with our staff. At that time, we will review and come to an agreement about your participation in CHA PACE before you sign the Enrollment Agreement. **At this meeting you and your care giver/family will have an opportunity to:**

- Discuss the plan of care recommended by enrollment staff and 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 CHA PACE after enrollment.
- Discuss the partnership between you, and/or your caregiver/family and CHA PACE.
- What to do if you are dissatisfied with the care you receive from CHA PACE (see the Grievances and Appeals section of this agreement).
- If you decide to join CHA PACE, you will be given the opportunity to agree to and accept the conditions of enrollment by signing the Enrollment Agreement.

## Benefits and Coverage

### Effective Date of Enrollment

Your benefits coverage begins on the first day of the month following the date CHA PACE received your signed Enrollment Agreement. Your effective date of enrollment is listed on your Enrollment Agreement.

### Benefits and Coverage

There are many kinds of care provided by CHA PACE. Your interdisciplinary team knows about the kind of services available and will decide with you what is best to meet your needs and care preferences. CHA PACE provides a comprehensive benefit package, which includes all of the services traditionally provided by Medicare and/or Medicaid/MassHealth. The majority of services are provided directly by CHA PACE program staff. CHA PACE has contracted with a number of specialists and health care facilities for specialty care. A list of these providers is available upon request. CHA PACE guarantees access to services, but not to a specific provider.

The following benefits are fully covered when the interdisciplinary team determines that they are necessary and approves them prior to delivery. Approval is not required for emergencies within the United States and its territories.

### PACE Interdisciplinary Care

All participants receive an initial comprehensive assessment and care plan upon enrollment and are reassessed on a semi-annual basis or more often, as necessary. The care plan is revised and updated upon reassessment. CHA PACE provides interdisciplinary care at home and at its PACE Center in Cambridge, and some care at its Alternative Care Setting in Malden. Please note all services may not be available at all sites, at home, etc. Interdisciplinary care includes:

- Primary medical care, including physician and nursing services
- Social and mental health services
- Restorative therapies, including physical and occupational therapies
- Adult day healthcare
- Activity and recreation therapy
- Nutritional counseling and meals
- Personal care and support services
- Care coordination and casework

### Healthcare Provided by Non-PACE Staff (Outpatient Care)

Medical specialty services include, but are not limited to: anesthesiology, cardiology, dentistry, dermatology, gastroenterology, gynecology, internal medicine, nephrology, neurosurgery, oncology, ophthalmology, oral surgery, orthopedic surgery, otorhinolaryngology, rheumatology, psychiatry, pulmonology, radiology, rheumatology, general surgery, thoracic and vascular surgery, and urology.



- Laboratory tests, X-rays, and other diagnostic procedures
- Prescription drugs and over-the-counter drug items as ordered by a network provider and obtained through a network pharmacy. Note, once you enroll, CHA PACE becomes your Part D prescription drug plan
- Pharmacy consulting services
- Prostheses, orthotics, and durable medical equipment and repairs
- Podiatry and routine foot care
- Mental health services, including substance use disorders
- Vision care, including examinations, treatment and corrective devices such as eyeglasses
- Audiology, including hearing aids, repairs and maintenance

### **Hospital (Inpatient) Services**

- Hospital inpatient services means diagnostic or treatment services provided in a hospital to a CHA PACE participant admitted to that hospital. This includes semi-private room and board
- General medical and nursing services
- Medical, surgical, intensive care coronary care unit
- Emergency room care and treatment room services
- Laboratory tests, x-rays and other diagnostic procedures
- Drugs and biologicals
- Blood and blood derivatives
- Surgical care, including anesthesia
- Use of oxygen
- Physical, speech, occupational, respiratory therapies
- Medical social services and discharge planning
- Ambulance

Hospital inpatient care does not include a private room, private duty nursing, or non-medical services such as telephone charges, unless authorized by the interdisciplinary team. Tertiary hospital care is not available at CHA but can be provided by CHA's clinical affiliate, Beth Israel Deaconess Medical Center.

### **Home Health**

- All CHA PACE interdisciplinary care, except adult day healthcare, case work, etc.
- Personal care and home health aide services
- Homemaker/chore services
- Home-delivered meals and special diets
- Personal emergency response systems (lifeline)
- Home delivery of medications, as appropriate

## Health Related Services

- Transportation to medical appointments and escort
- Translation services for medical appointments
- Assistance with benefit management

## Nursing Home

- Semi-private room and board
- Physician and nursing services
- Custodial (long-term) care
- Personal care and assistance
- Drugs and biologicals
- Physical, speech, occupational and recreational therapies
- Medical social services
- Medical supplies

Nursing home care does not include a private room, private duty nursing, or non-medical services such as telephone charges, unless authorized by the interdisciplinary team. There may be times when the interdisciplinary team, in consultation with you and your family/caregiver, will determine that short or long-term placement in a nursing facility is the most appropriate plan of care for your situation. If that occurs, it will be because your health and/or social situation is such that community living is not appropriate at that time. This placement will be carefully supervised by the CHA PACE interdisciplinary team, and your participation in the program will continue.

## Palliative and End-of-Life Services

Palliative care is care provided to individuals who no longer wish to receive cure-oriented treatment for their illnesses. The CHA PACE interdisciplinary team will work with you to provide pain control and other treatments to promote your comfort and peace of mind. We also want to make sure, when the time comes, you get the best end-of-life care. The CHA PACE interdisciplinary team will work with you and your family/caregiver so that we can meet your needs and honor your wishes. We may give this care in many places, such as your home, someone else's home, or in a nursing facility. CHA PACE remains involved in your care for the remainder of your life. Benefits include all those described above as well as chaplain services.

## Emergency and Urgent Care

### **IN AN EMERGENCY, CALL 911**

An emergency is an injury or sudden illness of sufficient severity (including severe pain) that a non-medically trained, but reasonable and careful person would recommend immediate medical attention because failure to seek that attention could seriously jeopardize your health and risk serious damage to organs or impairment of bodily functions.

Prior authorization for treatment of an emergency medical condition is not required. CHA PACE will always pay for emergency services in the United States and its territories, whether you are in or out of the CHA PACE service area. If you are ever in doubt about whether a problem is an emergency, please call CHA PACE at (617) 575-5850.

### **Non-Emergency Care During Non-Business Hours**

When you need advice or treatment for an injury or illness that cannot wait until normal business hours, a doctor and/or nurse is available 24-hours a day, 365-days a year for non-emergency care. For after-hours non-emergency care, call us at (617) 575-5850.

### **After Getting Emergency Services**

Whether you are in or out of our service area, please call CHA PACE as soon as possible after receiving emergency services at an emergency room so that the interdisciplinary team can manage your follow-up care. If you are out of the area and a physician certifies that you may travel safely, your interdisciplinary team may ask that you come back to the service area to receive follow-up care.

### **Getting Out of Area Urgent Care**

Urgent care is care you need when you are out of the CHA PACE service area because your illness or injury is too severe to put treatment off until you return to the service area, but you do not think it is a life-threatening emergency. If you feel that you need urgent care, but it is not an emergency, CHA PACE will arrange for these services.

If you are out of the service area and need urgent care, please call CHA PACE at (617) 575-5850. Approval for urgent care will be given within one-hour after CHA PACE is notified. If we have not taken action within one-hour, or if we cannot be contacted for approval, then approval is given by default. If you call CHA PACE after hours, the CHA PACE answering service will contact a CHA provider who will tell you what to do and help you get the care you need. A medical provider is available 24-hours a day, 365-days a year. If you receive urgent care while outside of the service area, please contact CHA PACE as soon as possible at (617) 575-5850.

### **If You Receive a Bill**

If you receive a bill or pay a bill for any emergency services, urgent care, out-of-area services, or prior authorization services, submit the bill or receipt to CHA PACE for payment consideration. Receipts should be submitted to your interdisciplinary team.

## Accidental Injury

If you are injured by someone else's actions, such as being involved in an automobile accident, and you require additional medical care, CHA PACE will provide that additional care.

However, if you recover any money from the party who injured you or someone paying on behalf of that person, such as an insurance company, CHA PACE has a claim upon that recovery in the amount of the costs that CHA PACE had to spend to provide you with the additional medical care you received because you were hurt. These rules and regulations would apply under your usual Medicare and/or MassHealth benefits.

**NOTE:** you must notify CHA PACE if you are involved in an accident.

## Service Exclusions and Limitations

CHA PACE is required to provide all Medicare and MassHealth services if the interdisciplinary team feels they are needed. However, there are services that are not covered.

### Services that are not covered by CHA PACE include:

- 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 procedures
- Any services rendered outside the United States, except as may be permitted under federal regulations and the state's approved Medicaid plan (MassHealth) (the United States includes 50 states, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa and the Northern Mariana Islands)

## Nursing Facility Care

If at any time the interdisciplinary team decides with you and your caregiver/family that you can no longer be cared for 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 long term residency. CHA PACE has contracts with nursing facilities in which CHA PACE participants are admitted for short and long-term care. These contracts are subject to change.

As a participant in CHA PACE, you agree to receive in-patient short and long-term care services, if needed, in one of our contracted nursing facilities. There is no guarantee that you will be admitted to your facility of choice. Placement depends on bed availability. If you select a nursing home facility outside of these contracted locations without the authorization of the interdisciplinary team, you may be fully and personally liable for the costs of unauthorized CHA PACE services.

## Estate Recovery Awareness

MassHealth is required by federal law to recover money from the estates of certain MassHealth members who are 55 years or older. For more information about MassHealth estate recovery, please visit [www.mass.gov/estaterecovery](http://www.mass.gov/estaterecovery).

## Share of Cost of Nursing Facility Care

If you are a MassHealth member and it is determined by your interdisciplinary team that you require short term nursing facility placement and that it is expected you will be able to return to safe, independent living in the community, you may remain at the MassHealth community financial eligibility standard for that length of time, in order to maintain your community residence, such period to extend no longer than the period beyond the end of the sixth month after the month of admission, regardless of the prognosis to return home at the end of the sixth month period. During this time and if applicable, you will continue to pay the MassHealth community deductible (spend down) amount directly to CHA PACE.

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 care allowance (determined by the state), which you may retain. If you become a permanent resident in a nursing facility, you are no longer eligible for SSI assistance and those payments will cease. All share of cost payments are due and payable to the nursing facility by the tenth of each month. If you and/or your caregiver/family have questions about these payments and procedures, please ask CHA PACE staff who will fully explain the process for making payments to the nursing facility.

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

- If you are eligible for Medicare Part A or B only, you will continue to make a monthly payment to CHA PACE equal to Medicare Part B plus the MassHealth capitation amount.
- If you are eligible for Medicare Part B only, you will continue to make a monthly payment to CHA PACE equal to Medicare Part A plus the MassHealth capitation amount.

## Monthly Payments

### 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 CHA PACE and you will continue to receive all CHA PACE services, including prescription drugs. You will not have any copayments 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 CHA 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 CHA PACE determined by the State of Massachusetts. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_(date). Because this premium does not include the cost of Medicare prescription drug coverage (part D), you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$\_\_\_\_\_.

## 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 CHA PACE. The amount you pay is determined by the State of Massachusetts and Medicare. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_ (date). Because this premium does not include the cost of Medicare prescription drug coverage (part D), you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$\_\_\_\_\_.

## Private Pay (Neither Medicare nor MassHealth)

If you are not eligible for Medicare or MassHealth, you will pay a monthly premium to CHA PACE determined by the state of Massachusetts. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_ (date). Because this premium does not include the cost of Medicare prescription drug coverage (part D), you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$\_\_\_\_\_.

## Instructions for Making Payments to CHA PACE

Please be aware that if you are eligible for Medicare prescription drug coverage (Medicare part D) and are enrolling in CHA PACE after going without Medicare prescription drug coverage, or after having coverage that was equal to or less than 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 CHA PACE staff 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 eligibility. This payment is automatically deducted from your monthly social security check. If your eligibility for Medicare, MassHealth or the amount of your MassHealth deductible (spend down) changes while you are a CHA PACE participant, your monthly payment will be adjusted to reflect the change.

## Instructions for Making Payments to CHA PACE

If you make a monthly payment to CHA PACE, you must pay by the first day of the month after you sign the Enrollment Agreement. The monthly charge then has to be paid on the first day of every subsequent month. Payment can be made by check or money order to:

**Mailing Address: CHA PACE, Attn: Accounting**  
**350 Main St., 5th Floor**  
**Malden, MA 02148**

## Termination of Benefits

Your benefits under CHA PACE can be stopped if you choose to disenroll from the program (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). You are required to continue to use CHA PACE services and to submit payment, if applicable, until termination of benefits is effective, and we will continue to provide all of your required services until that time. CHA PACE will provide you with information on the consequences of subsequent enrollment in other optional Medicare or MassHealth programs following disenrollment from CHA PACE.

### Voluntary Disenrollment

You may choose to disenroll from CHA PACE at any time and for any reason or no reason at all. If you wish to disenroll, please let CHA PACE know. CHA PACE will request that you sign a disenrollment form indicating that you will no longer be eligible for services through CHA PACE. CHA PACE staff will assist you with enrolling in a new health plan. The effective date of your disenrollment will be the first day of the month following receipt of your request.

**NOTE:** You cannot enroll or disenroll from CHA PACE at a Social Security Office.

### Important Note

If you enroll in any other Medicare or Medicaid prepaid plan or optional benefit, including a Medicaid HMO, hospice, Medicare Advantage plan, Medicare prescription drug plan, or home and community-based services, while you are a CHA PACE participant, this will be considered a voluntary disenrollment from our program. If you are not eligible for Medicare when you enroll in CHA PACE and become eligible after enrollment, you will be disenrolled from CHA PACE if you choose to obtain Medicare coverage other than from CHA PACE.

### Involuntary Disenrollment

**CHA PACE can initiate disenrollment for the following reasons:**

- You move out of the CHA PACE service area or are out of the service area for more than 30 consecutive days unless CHA PACE agrees to a longer absence due to extenuating circumstances.
- You are a person whose behavior is jeopardizing your health or safety, or that of others.
  - » You are a person with decision-making capacity who does not comply with your plan of care, including but not limited to non-compliance with medical advice or repeatedly failing to keep appointments.
  - » You are a person with decision-making capacity who does not comply with the terms of the Enrollment Agreement.
- You have a family member or caregiver whose behavior is jeopardizing your health or safety, or the safety of the caregiver or of others.
- You fail to pay or make satisfactory arrangements to pay any premium due CHA PACE, any applicable Medicaid spend down liability, or any amount due under share of cost after a 30-day grace period.
- You are no longer determined to meet MassHealth's nursing facility level of care requirements and are not deemed eligible.
- CHA PACE loses the contracts and/or licenses enabling it to offer healthcare.

CHA PACE will make every effort to work with you to resolve any issues that could potentially lead to involuntary disenrollment. Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the day that CHA PACE sends you notice of the disenrollment. All involuntary disenrollments must be reviewed and approved by MassHealth. If you are eligible for Medicaid, you can appeal your involuntary disenrollment through the State Fair Hearing process. If you are not Medicaid eligible, you can appeal through an administrative review by the Office of Long-Term Services and Supports.

If you are disenrolled, CHA 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 work with Medicare and MassHealth to help you transition to an appropriate program for which you are eligible.

## Renewal Provisions

If you disenroll or are disenrolled, you may reapply for CHA PACE and re-enroll if you meet eligibility requirements. If you are disenrolled because of a failure to pay or make arrangements to pay any amount due to CHA PACE within the 30-day grace period, you may reapply for CHA PACE and re-enroll if you meet the eligibility requirements and have fully paid any balance due CHA PACE.

## Participant Grievance and Appeals Process

### Grievance Process

A grievance 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 about anything that concerns your care. All of us at CHA PACE share responsibility for assuring that you are satisfied with the care 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 volunteer will be found to facilitate the grievance process. CHA PACE will provide you with written information on the grievance process at the time of enrollment, and at least annually thereafter.

### Listed below are some examples of possible grievances:

- Quality of services you receive in your home, at the Center, or during a stay in a hospital, skilled nursing facility or nursing home
- Mistakes you feel have been made
- Waiting times on the phone or in the waiting or exam room
- Behavior of any of your care providers or program staff
- Adequacy of Center facilities
- Quality of the food provided
- Quality of transportation services



## The process to resolve a grievance is as follows

Either write or discuss your grievance with any staff person in CHA PACE. Give complete information so appropriate staff can resolve your concern in a timely manner. You can also contact us with your grievance at:

**Mailing Address:** CHA PACE  
163 Gore Street, Cambridge, MA 02141

**E-mail:** [pace\\_compliance@challiance.org](mailto:pace_compliance@challiance.org)

**Phone:** (617) 575-5850

- CHA PACE will discuss with you, and provide you with a written “Acknowledgement of Grievance” form, that includes the specific steps, including the timeframe for response, that will be taken to resolve your grievance.
- If the grievance is of an urgent nature and cannot be resolved quickly by the Center Director, the CHA PACE Quality Manager or Executive Director may become involved.
- At all times during the grievance process, confidentiality will be provided to you and/or your caregiver/family.
- During the grievance process, CHA PACE will continue to furnish you with all the required services as included in your plan of care.
- In all cases, the grievance will be resolved within 30-calendar days from the day the staff member receives the grievance and you will receive a “Response to Grievance” letter.
- If you are not satisfied with the resolution identified in the letter, you may submit a written request within thirty days asking for a review by the Executive Director of CHA PACE.

## Appeals Process

All of the staff at CHA PACE share responsibility with you and your care network/family in providing 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 the CHA PACE decision not to cover or not to pay for a service you have requested. CHA PACE will provide you with written information on the appeals process at the time of enrollment, at least annually thereafter, and any time we deny your request for a service or payment for a service.

There are two types of appeals, standard and expedited.

**You and/or your caregiver/family are encouraged to contact a member of the interdisciplinary team when you think CHA PACE has:**

- Denied your request to start, modify, or continue a service; or
- Denied your request to pay for services that you believe are necessary.

## Internal Standard Appeal Process

Either write or discuss your appeal with any staff person in CHA PACE. You can also contact us with your appeal at:

**Mailing Address:** CHA PACE  
163 Gore Street, Cambridge, MA 02141

**E-mail:** [pace\\_compliance@challiance.org](mailto:pace_compliance@challiance.org)

**Phone:** (617) 575-5850

- CHA PACE staff will discuss the details with you, assist you in the process for filing an appeal, and coordinate the next steps to be taken to resolve the appeal.
- Your appeal will be reviewed by an impartial third party who is appropriately credentialed in the field(s) or discipline(s) related to your appeal, who was not involved in the original action, and who does not have a stake in the outcome of your appeal.
- All parties involved in the appeal will receive a reasonable opportunity to present evidence related to the dispute, in person, as well as in writing.
- At all times during the appeals process, confidentiality will be provided to you and/or your caregiver/family.
- During the appeals process, CHA PACE will continue to furnish you all the required services identified in your Plan of Care as authorized by the interdisciplinary team.
- For MassHealth participants, CHA PACE will continue to furnish the disputed services until issuance of the final determination, if the following conditions are met:
  - » CHA PACE is proposing to terminate or reduce services currently being furnished to you.
  - » You request continuation of the service with the understanding that you may be liable for the costs of the contested services if the determination is not made in your favor.
- CHA PACE will resolve and respond to all standard appeals as quickly as your health condition requires, but no later than 30 calendar days after the date the appeal is received.

## Expedited Appeal Process

CHA PACE has an expedited appeal process for situations in which you and/or your caregiver/family believe that your life, health, or ability to regain or maintain maximum function would be seriously jeopardized, absent provision of the service in dispute.

### **In the instance of an Expedited Appeal Process:**

- CHA PACE will respond to the appeal in the same manner as described in the standard appeal process, as quickly as your condition requires, but no later than 72-hours after we receive the appeal.
- CHA PACE may extend the 72-hour time frame by up to 14 calendar days for either of the following reasons:
  - » You request an extension; or
  - » CHA PACE justifies to MassHealth the need for additional information and how the delay is in your best interest.

### **Appeal Determination**

In the event that the determination is in your favor, CHA PACE will furnish the disputed service(s) as expeditiously as your health condition requires. If the determination is not fully in your favor, CHA PACE will provide you with written notification of the denial. The notice will include the specific reason(s) for the denial, an explanation of the reason(s) why the service would not improve or maintain your overall health, information about your right to appeal the decision, and a description of your external appeal rights under Medicare or Medicaid.

### **External Appeal Process**

In the event that your internal appeal is wholly or partially denied, you will be provided with additional appeal rights under Medicare or Medicaid. Which process you use will depend on your eligibility. If you have both Medicare and Medicaid, you may choose one or the other, but not both. CHA PACE can help you decide which process to use.

### **Medicare**

If you are a Medicare beneficiary, you can choose to use the Medicare external appeals review by the Medicare contracted independent review entity (IRE). A written request for reconsideration must be filed with the IRE within 60 calendar days from the date of the decision by the third party reviewer. CHA PACE can help you to file your external Medicare appeal.

<b>Mail:</b>	<b>Board of Hearings - Office of Medicaid</b> <b>100 Hancock Street, 6th Floor, Quincy, MA 02171</b>
<b>Fax:</b>	<b>(617) 887-8797</b> <i>(You may also call MassHealth Customer Service to complete the form by phone)</i>
<b>Phone:</b>	<b>(800) 841-2900</b>
<b>TDD/TTY:</b>	<b>711</b>

You can expect to be notified by the Executive Office of Health and Human Service Board of Hearings at least ten calendar days before the fair hearing regarding 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.

## Your Rights in the Programs of All-Inclusive Care for the Elderly

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

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

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

### **You have the right to be treated with respect.**

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

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be free from harm. This includes excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged and helped to use your rights in the CHA 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 CHA PACE staff about changes in policy and services you think should be made.
- To use a telephone while at the CHA PACE Center.
- To not have to do work or services for the CHA 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 CHA PACE program to help you resolve your problem.

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

### **You have a right to information and assistance.**

You have the right to get accurate, easy-to-understand information and to have someone help you make informed health care decisions. You have the right:

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the CHA 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 CHA 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 CHA PACE program. The CHA PACE program must also post these rights in a public place in the CHA PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the CHA PACE program. This includes telling you which services are provided by contractors instead of the CHA PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.
- To be provided with a copy of individuals who provide care-related services not provided directly by CHA PACE upon request.
- To look at, or get help to look at, the results of the most recent review of your CHA PACE program. Federal and State agencies review all CHA PACE programs. You also have a right to review how the PACE program plans to correct any problems that are found at inspection.

### **You have a right to a choice of providers.**

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

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

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

## **You have a right to access emergency services.**

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

## **You have a right to participate in treatment decisions.**

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

- 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.**

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

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

## You have a right to file a complaint, request additional services or make an appeal.

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

You have the right:

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

You have the right to request services from CHA PACE that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided. You also have the right to appeal any denial of a service or treatment decision by the CHA PACE, staff, or contractors.

## You have a right to leave the program.

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

### Additional Help:

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



## Participant and Caregiver Responsibilities

At CHA PACE, we believe that you and your caregiver play crucial roles in the delivery of your care. The interdisciplinary team will work closely with you and your caregiver to ensure that your health care needs are met to the greatest degree possible.

**To assure that you remain as healthy and independent as possible, please accept the following responsibilities:**

- Cooperate with the interdisciplinary team in implementing your plan of care.
- Accept the consequences of refusing any treatment recommended by the interdisciplinary team.
- Provide the interdisciplinary team with a complete and accurate medical history.
- Use only the services authorized by your CHA PACE interdisciplinary team.
- Use only the hospitals in the CHA PACE network, other than for emergency services.
- Take all prescribed medications as directed or inform the interdisciplinary team when you decide to discontinue taking a prescribed medication and accept the consequences of such refusal.
- Notify CHA PACE within 48 hours or as soon as reasonably possible if you require emergency services.
- Pay any required monthly fees on time.
- Notify CHA PACE verbally or in writing if you wish to disenroll.
- Notify CHA PACE of a move, or a lengthy absence from the CHA PACE service area.
- Tell CHA PACE if you are dissatisfied with care or services.
- Treat our staff with respect and consideration.
- Refrain from any behaviors that are disruptive or pose a threat to the rights and safety of other patients, visitors and staff.
- Refrain from words or actions that are disrespectful, racist, discriminatory, hostile or harassing. Examples of these include:
  - » Carrying firearms or other weapons on CHA property.
  - » Physical or verbal threats and assaults.
  - » Any comments about others' race, accent, religion, gender, sexual orientation, or other personal traits (written or verbal).
  - » Refusal to see a clinician or other staff member based on their race, accent, religion, sexual orientation, or other personal traits.
  - » Offensive language including violent/sexual/vulgar words or actions.
  - » Disrupting another patient's care or experience.
  - » Taking photos or videos of patients, visitors, and/or staff without permission.



## Consent for Treatment

- Some of the people who treat you may be students or doctors in training, however there is always a fully-trained person in charge of your care. You have the right to say no to care by any doctor, nurse or other healthcare giver.
- If it is not an emergency, you can say no to any caregiver and any treatment. But if you are having a medical emergency, staff may have to treat you before you give permission.
- You understand that your provider will submit prescriptions electronically to your pharmacy. Your provider will be able to view prescriptions supplied to you by pharmacies, including medications prescribed by other providers. This process helps prevent mistakes and helps your provider give you the best and safest care possible.
- You understand CHA PACE treats your medical information as confidential as defined in federal and state privacy laws. These laws allow CHA PACE to share your medical information, as necessary, inside AND outside this organization: (1) to treat you, (2) to get paid for your care, (3) to help us improve how we provide healthcare.



## General Provisions

### Changes to CHA PACE Enrollment Agreement

Changes to this agreement may be made if they are approved by both the US Department of Health & Human Services, Centers for Medicare & Medicaid Services and the Commonwealth of Massachusetts, MassHealth. We will give you at least 30-days written notice of any change. We will provide you with an updated copy and will explain the changes to you and your family/caregiver.

### Continuation of Services on Termination

If this agreement terminates for any reason, you will continue to be entitled to coverage under Medicare Parts A and/or B and/or MassHealth. You will receive assistance to be reinstated into other Medicare and/or MassHealth programs, for which you are eligible.

### 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

CHA 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, whether or not they are 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. When you have to give us any notice, it should be mailed to CHA PACE, 163 Gore Street, Cambridge, MA 02141.

### Notice of Certain Events

We shall give you reasonable notice of any termination of, breach of, or inability to perform a contract by any of our contracted providers or facilities if you may be materially or adversely affected. This includes hospitals, physicians or any other person with whom we have a contract to provide services or benefits. We will arrange for the provision of any interrupted service by another provider. We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.

## **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 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 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 CHA PACE directly to the CHA PACE provider. You cannot be required to pay anything that is owed by CHA PACE to selected providers. However, payment for unauthorized or out-of-network services, except for emergency services, may be your responsibility.

## **Authorization to Take and Use Photographs, Video Tapes and Voice Recordings**

As part of the routine administration of this plan, photographs of participants may be taken for purposes of identification.

## Definitions

**Benefits and Coverage** are the health and health-related services we provide through this agreement. These services take the place of the benefits you would otherwise receive through Medicare and/or MassHealth. This is made possible through a special arrangement between CHA PACE, the US Department of Health & Human Services, Centers for Medicare & Medicaid Services and the Commonwealth of Massachusetts, MassHealth. This agreement gives you the benefits you would receive under Medicare/MassHealth plus additional benefits. To receive any benefits under this plan, you must meet the conditions described in this agreement.

**Enrollment Agreement** is the contract between you and CHA PACE that establishes the terms and conditions and describes the benefits available to you. This agreement remains in effect until disenrollment and/or termination take place.

**Eligible for Nursing Facility Care** is when your health status, as evaluated by a CHA PACE enrollment nurse and determined by MassHealth or its agent, meets the State of Massachusetts' criteria for nursing facility care. You must meet this requirement to be eligible to be a participant in CHA PACE. You will be re-evaluated by MassHealth or its agents annually to determine if you continue to meet the State of Massachusetts' criteria for nursing facility care and may remain a participant in CHA PACE. The CHA PACE goal is to help you remain in the community as long as it is medically and socially feasible, even if you are eligible for nursing facility care.

**Emergency Medical Condition** is a condition 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.

**CHA PACE** is a program of the Cambridge Public Health Commission. CHA PACE provides health and health-related care to individuals who are age 55 and older residing in the service area who are eligible for nursing facility care. The words "we", "our" and "us" also refer to CHA PACE.

**CHA PACE Contracted Provider** is a health facility, health care professional or agency that has contracted with CHA PACE to provide health and health-related services to CHA PACE participants.

**CHA PACE Physician** is a physician who is either employed by CHA PACE or has contracted with CHA PACE.

**Exclusion** is any service or benefit that is not permitted to be covered by CHA PACE under federal regulation.

**Health Services** are 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 the CHA PACE adult day health/primary care center, in your home, in professional offices of specialists or nursing facilities under contract with CHA PACE.

**Health-Related Services** are those services, which support the provision of health services and help you maintain your independence. Such services include personal care, homemaker/chore, attendant, recreational therapy, escort, translation, transportation, home-delivered meals, help in handling your money and paying your bills, and assistance with housing problems.

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

**Interdisciplinary Team** is the CHA PACE professional team consisting of a primary care provider (physician or nurse practitioner), social worker, registered nurse, dietitian, physical, recreational, and occupational therapists, the center director, home care coordinator, personal care attendants, and driver.

**Medicaid Deductible (Spend Down)** is the amount your income exceeds the Medical Assistance standard. This excess amount 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).

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

**Non-Compliance** is repeated noncompliance with medical advice and repeated failure to keep appointments.

**Out-of-Area** is any area beyond the CHA PACE service area. (See “Service Area” below).

**Participant** is a person who meets the CHA PACE eligibility criteria and voluntarily enrolls in the program. The words “you”, “your”, or “yours” in this agreement refer to a participant.

**Payment** is the amount you must pay each month in advance to CHA PACE to receive benefits under this contract.

**Service Area** includes the following zip codes:

Middlesex County: 02138, 02139, 02140, 02141, 02142, 02143, 02144, 02145, 02148,  
02149, 02155, 02238, 02239, 02471, 02472, 02474, 02475, 02476, 02477, 02478

Suffolk County: 02129, 02150, 02151

**Service Location** is any location at which a participant obtains any health or health-related service under the terms of this contract.

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

## Enrollment Agreement Signature Page

Enrollee Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

The benefits under the agreement are made possible through an arrangement that Cambridge Health Alliance (“CHA PACE”) has with Medicare, the US Department of Health and Human Services, Centers for Medicare and Medicaid Services (“CMS”), and the Commonwealth of Massachusetts, (“MassHealth”) that is subject to renewal on a periodic basis and, if the agreement is not renewed, the program will be terminated. CHA PACE reserves the right to exchange personal participant information with CMS and MassHealth. CMS and MassHealth are not responsible for any costs associated with services provided by CHA PACE. When the enrollee indicated above (“I”) or their representative signs this agreement, enrollee agrees to accept benefits exclusively from CHA PACE and its contracted providers in place of the usual Medicare and/or MassHealth benefits.

### Insurance Beneficiary Status

MassHealth (Medicaid) for PACE Medicare Part A&B Medicare Part A Only Medicare Part B Only Not Eligible for Medicare MassHealth Number: _____ Medicare Number: _____	No Other Insurance -OR- Other Insurance Information _____ _____ _____
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**I understand that my cost to remain enrolled with CHA PACE will be \$\_\_\_\_\_**  
per month. Payments are due on the first of each month beginning the first day of Enrollment and are non refundable. The monthly fee is subject to change due to changes in my income and Medicare and MassHealth regulations. (I will receive notification of such changes.) Failure to meet payment obligations may result in involuntary disenrollment.

If I was not eligible for Medicare when I enrolled in CHA PACE, but I become eligible while I am enrolled, CHA PACE will notify me of my new entitlement approximately 30 days from the date that my Medicare eligibility becomes active. I understand that if I choose to remain enrolled in CHA PACE after I become eligible for Medicare, I will receive all of my Medicare Covered Services, including Part D prescription coverage, through CHA PACE. I understand that electing enrollment in any other Medicare Part D or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling as a PACE participant, is considered voluntary disenrollment from CHA PACE.

I understand that my enrollment with CHA PACE will be effective on: \_\_\_\_\_

\_\_\_\_\_, pending MassHealth approval, if applicable. By signing below, I agree to participate in CHA PACE according to the terms and conditions in the Enrollment Agreement of CHA PACE (“the agreement”); I have read and understand the agreement; I acknowledge receipt of the agreement; terms and conditions in the agreement have been explained to me; I have been given the opportunity to ask questions about the agreement; all my questions have been answered to my satisfaction. I authorize the disclosure and exchange of my personal information between the Centers for Medicare and Medicaid Services, its agents, MassHealth, and CHA PACE. I understand that once I enroll, CHA PACE will be my sole service provider.

An updated copy of the agreement is available from CHA PACE upon request or on CHA PACE’s website: [www.challiance.org/services-programs/older-adult-services/cha-pace](http://www.challiance.org/services-programs/older-adult-services/cha-pace).

\_\_\_\_\_  
Signature of enrollee or designated representative Date

\_\_\_\_\_  
Print name of enrollee or designated representative

\_\_\_\_\_  
Received by (CHA) Date