



PACE Oregon Member Handbook and Enrollment Agreement

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503-717-7150

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Toll free

TTY 1-800-848-4442

TTY / hard of hearing

www.providence.org/elderplace

Dear Participant,

Welcome to Providence ElderPlace/PACE, the only Program of All-inclusive Care for the Elderly (PACE) in Oregon. PACE is a widely recognized, successful approach to care that is known for enhancing quality of life for seniors.

One critical element that leads to the outstanding outcomes, for which PACE is known, is our highly skilled interdisciplinary team. Our teams coordinate care across the continuum and provide frequent attention to understanding your goals. We are blessed to have clinicians and caregivers dedicated to providing excellence in care and responding to subtle changes that often prevent more serious health problems.

A component of what makes excellent care possible is your involvement and the participation of your family, caregivers or others in the community who support your well-being. We invite you to reach out to any team member with questions or concerns you may have.

The work of Providence ElderPlace/PACE is inspired by the mission of Providence and is deeply rooted in our commitment to serve the community. ElderPlace/ PACE is a vibrant example of Providence's vision, "Know me, care for me, ease my way" in action.

We look forward to serving you!

Aloha,



Ellen Garcia, MPH,
Executive Director

**Providence ElderPlace/PACE
Member Handbook and Enrollment Agreement
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1. Welcome to Providence ElderPlace/PACE

We at Providence ElderPlace/PACE are very pleased to have you join our program. We welcome you as a “participant.” We use the term participant for individuals enrolled in our program because it emphasizes your important role in the care planning process.

Providence Health and Services—Oregon have provided health and social services in Multnomah County since 1941. Providence ElderPlace/PACE is part of Providence Health and Services’ integrated health care delivery system. We have operated our health and social centers for frail older adults since January 1988. Providence ElderPlace/PACE is based on the Program of All-inclusive Care for the Elderly, known as the PACE model of care.

Our philosophy at Providence ElderPlace/PACE is to help you remain as independent as possible for as long as possible. We offer a complete program of health and home-related services, all designed to keep you living in the familiar surroundings of your own community. We strive to serve each participant compassionately and as a unique individual who deserves respect, dignity, and the right of choice.

Because Providence ElderPlace/PACE care providers have regular contact with you, they can detect even the subtlest changes in your condition and modify your plan of care accordingly. We have significant flexibility in tailoring your care plan based on your individual needs.

All approved care is coordinated and provided by Providence ElderPlace/PACE. You and your family no longer have to negotiate needed services with many providers and practitioners. You will receive hands-on care at our health and social center and at home. Specialty and inpatient care are available whenever needed. We strive to provide you and your loved ones with peace of mind.

2. Providence ElderPlace/PACE Philosophy

Providence ElderPlace/PACE began in 1988 with a health and social center for frail older adults. In 1990, Providence ElderPlace/PACE received Medicare and Medicaid waivers to begin operating as a Program of All-Inclusive Care for the Elderly (PACE). PACE programs help older adults with chronic medical conditions live as independently as possible in community settings - such as their own homes, with family, in assisted living facilities or adult care homes. The PACE philosophy is based on the experience that older adults with complex medical needs are best served, with highest quality of life, in a community setting rather than a nursing home or hospital. Providence ElderPlace/PACE offers one of the most comprehensive sets of services available to older adults in Oregon.

Providence ElderPlace/PACE provides highly coordinated care based on each participant's needs and choices. ElderPlace/PACE participants have access to a highly skilled InterDisciplinary Team (IDT). The IDT usually consists of:

- Doctor or Nurse Practitioner
- Occupational Therapist
- Nurse
- Dietician
- Social Worker
- Life Enrichment Coordinator
- Physical Therapist
- Home Care Coordinator
- PACE Manager
- Driver
- Personal Care Aide

Other care team members include:

- Clinical Pharmacists
- Chaplains

All IDT members have expertise in respectful care of older adults. When a participant joins Providence ElderPlace/PACE, we make every effort to meet their physical, spiritual and emotional needs.

Our collaborative PACE approach offers significant benefits by:

Emphasizing prevention

Our team members know participants well; follow them over time and can recognize subtle changes that signal a need for follow up. Throughout enrollment, we focus on health, wellness and quality of life for participants.

Coordinating primary and specialty health care

Our team members provide a wide array of primary care and therapy directly. When a participant needs a specialist, we schedule, authorize and provide transportation to these medical appointments. Your care team also communicates with the specialists, providing critical information about your unique medical history.

Reducing hospitalizations

While a participant might need hospitalization or nursing home placement at times, older adults are highly vulnerable to complications from medication errors, hospital acquired infections, invasive tests, and loss of strength when bedbound. We strive to protect our participants from these medical complications by seeking to avoid admissions or shorten length of stay in the hospital.

Providing access to palliative care

Throughout enrollment, we work together with the participant to define goals of care. Our team members are experienced in providing palliative care support when needed - a holistic approach to address physical, spiritual and emotional needs when facing life-limiting illness.

At Providence ElderPlace/PACE, we support each participant's uniqueness, dignity, and independence as we carry out the Providence Health & Services values of respect, compassion, justice, excellence and stewardship in the care we provide every day.

We are committed to inclusion

Providence Home & Community Care, including Providence ElderPlace/PACE in Oregon, is committed to a policy of anti-discrimination. We do not exclude people, treat them differently, or deny any services because of race, color, national origin, religion, age, disability, sex, sexual orientation, gender identity, or based on any other classification protected under applicable local, state or federal laws. We are committed to an environment in which all individuals are treated with compassion, dignity, justice, excellence, and integrity.

3. Special Features of Providence ElderPlace/PACE

Comprehensive Service

Providence ElderPlace/PACE offers a full array of health and social services 24 hours a day, 7 days a week, and 365 days a year.

To provide health and social services to you, a team of health care professionals assesses your needs, plans and approves appropriate services with you, your family and caregiver. Your interdisciplinary team monitors your health for changes and provides timely interventions. Primary medical care and community care services, such as nursing, personal care, and home making, are all provided or coordinated through the team at your health and social center.

Providence ElderPlace/PACE assumes complete care management responsibility. Your team will work with you to identify care needs, schedule appropriate care interventions and treatments, coordinate and provide transportation to and from appointments and connect you with housing resources. Enrolling in Providence ElderPlace/PACE gives you a consistent team of professionals who will provide and coordinate your care.

Interdisciplinary Team

The Providence ElderPlace/PACE interdisciplinary team includes:

- Doctor or Nurse Practitioner (PCP)
- Occupational Therapist
- Nurse
- Dietician
- Social Worker
- Life Enrichment Coordinator
- Physical Therapist
- Home Care Coordinator
- PACE Manager
- Driver
- Personal Care Aide

Other care team members include:

- Clinical Pharmacists
- * Chaplains

Health and Social Centers

You will receive most of your health care services at one of our nine health and social centers. You will generally attend the center that is nearest the location where you chose to live. Our centers are:

ElderPlace/PACE Laurelhurst

4540 NE Glisan St
Portland, OR 97213
503-215-3738

ElderPlace/PACE Gresham

17727 E Burnside St
Gresham, OR 97233
503-215-9800

ElderPlace/PACE Cully

5119 NE 57th Ave
Portland, OR 97218
503-215-8050

ElderPlace/PACE Glendoveer

13007 NE Glisan St
Portland, OR 97230
503-215-7850

ElderPlace/PACE Marie Smith Ctr

4616 N Albina Ave
Portland, OR 97217
503-335-9980

ElderPlace/PACE Irvington Village

420 NE Mason St
Portland, OR 97211
503-546-9292

ElderPlace/PACE Beaverton

10690 NE Cornell Rd, Ste 215
Hillsboro, OR 97124
503-216-5240

ElderPlace/PACE Milwaukie

10330 SE 32nd Ave, Ste 110
Milwaukie, OR 97222
503-513-1300

ElderPlace/PACE North Coast

1150 North Roosevelt Dr, Ste 104
Seaside, OR 97138
503-717-7150

Over the course of your enrollment, your needs may change requiring a re-location to another long-term care setting served by a different team. At that time, you may be asked to change teams to minimize your travel time on our buses.

In-Home Services

The Providence ElderPlace/PACE In-home Program provides needed in-home services to:

- Individuals who can direct their own care and
- Need intermittent assistance with activities of daily living to maintain their independence at home.

In-home services compliment and support your own resources and personal abilities to maintain independence in your living environment.

ElderPlace/PACE participants receiving in-home services have access to:

- Meal preparation, shopping, errands
- Housekeeping
- Medication reminders
- Personal care, such as bathing, dressing and grooming
- Home adaption and repairs to support an individual to remain in their own home

ElderPlace/PACE-supported Housing

Providence ElderPlace/PACE offers housing at three of our locations. ElderPlace/PACE-supported housing is for participants who need additional support to maintain independence. Support may include assistance with medications, bathing, housekeeping, laundry, and other activities of daily living. Three daily meals are provided for residents. With Providence ElderPlace/PACE housing you have the benefit of the medical clinic and health and social center services in the same location at:

Cully
Residential Care Facility
5119 NE 57th Ave
Portland, OR 97218
503-215-8050

Glendoveer
Residential Care Facility
13007 NE Glisan St
Portland, OR 97230
503-215-7850

Irvington Village
Assisted Living Facility
420 NE Mason St
Portland, OR 97211
503-546-9292

Contracted Housing

Providence ElderPlace/PACE partners with many Residential Care Facilities, Assisted Living Facilities, Adult Care Homes and Memory Care Communities. These facilities are a valuable housing resource for many of our participants.

Community-based Physicians

Participants in the North Coast service area have the option of receiving their care from a community-based physician. North Coast participants will be informed in the event a community-based physician contract is added or terminated with ElderPlace/PACE.

Alternative Care Settings

Providence ElderPlace/PACE may offer care in a physical location other than the Health & Social Center, known as an Alternative Care Setting (ACS). An ACS must be in our approved Centers for Medicare & Medicaid Services (CMS) service area other than the participant's home, an inpatient facility or the PACE center. Use of this location is based on the participant's individualized plan of care and approved by the interdisciplinary team.

4. Advantages of Enrolling

Providence ElderPlace/PACE was designed and developed specifically to promote independence among frail elders by offering comprehensive and coordinated services through a single organization. Our unique organizational and financial arrangements allow us to provide the most flexible benefits of any health care plan in the state.

No other health care plan links managed healthcare, long-term care services, and prescription drug coverage all in one program. Advantages of participating in the plan include:

- A strong history of Providence Health and Services serving the community and the elderly
- Individualized care planning
- Primary medical care by geriatric-trained physicians and nurse practitioners
- Comprehensive care coordination by dedicated, qualified health care professionals
- Inpatient hospital care and outpatient surgery
- Specialty medical care, including dental, hearing, vision and foot care
- Physical, occupational and speech therapies
- All necessary equipment and medical supplies
- Medicare Prescription Drug Coverage, including over-the counter medications
- Recreational and therapeutic activities
- Physicians and nursing staff coverage 24 hours a day
- Clearly defined costs with no deductibles, co-payments or claim forms (See Section 18)
- Complete long-term care coverage in a variety of care settings
- In-home care and caregiving services
- Support for family caregivers

5. Services and Coverage

You will get to know your team members as they work closely with you to help you be as healthy and independent as possible. The interdisciplinary team will develop a plan of care with you, your representative and caregiver. Your interdisciplinary team coordinates all care arrangements.

Before you can receive any service from Providence ElderPlace/PACE, other than emergency services, your team must approve it.

The team will assess your needs on a regular basis, generally every six months, and more frequently if necessary. Care planning and care decisions are made with you, and if you wish, your family, representative and/or other caregiver.

The interdisciplinary team approves services based on individual needs and the potential benefit to the participant.

All approved services are fully covered and provided by Providence ElderPlace/PACE and include the following (See Section 18 for a detailed description of costs and premiums):

Health and Social Services

- Health and social center visits, including meals
- Care management and care planning
- General medical and specialist care, including consultation, routine care, preventive health care and physical examinations
- Dental care (Our goal is preventative dental care and good oral hygiene with priorities on treating pain and acute infections and maintaining oral function.)
- Foot care (with referrals to podiatry as indicated)
- Vision care, including examinations, treatment and corrective devices such as eyeglasses

- Audiology, including evaluation, hearing aids, repairs and maintenance
- Medications, including over-the-counter medications prescribed by your primary care provider (ElderPlace/PACE uses a special formulary developed by a team of experts in geriatric health care.)
- Nursing care
- Physical, occupational and speech therapies, including assessment for adaptive equipment
- Laboratory tests, x-rays and other diagnostic procedures
- Durable medical equipment, prostheses and medical appliances
- Medical supplies, including incontinence products, diabetic and other supplies
- Nutritional counseling and education
- Social work services
- Chemical dependency services
- Mental health services, including evaluation, consultation, medication, diagnostic and treatment services

Home and Community Care

- Physician visits when necessary
- Nursing services
- Physical, speech, and occupational therapies
- Respite care services
- Social work services, case management, counseling, connections to community-based housing resources
- Personal care
- Emergency alert devices
- Homemaker chore services
- Home-delivered meals, including special diets

Hospital Care

- Emergency room and ambulance services
- Semi-private room and board

- General medical and nursing services
- Surgical care, including the use of anesthesia
- Laboratory tests, x-rays and other diagnostic procedures
- Physical, speech, occupational, and respiratory therapies
- Prescribed medications
- Blood and blood derivatives
- Use of oxygen
- Medical social services and discharge planning

Not included:

- Private room and private duty nursing, unless medically necessary
- Non-medical items for your personal convenience, such as telephone charges and radio or television rental.

Nursing Facility Services

When needed, your ElderPlace/PACE team provides oversight for the following:

- Semi-private room and board
- Physician and skilled nursing services
- Custodial care
- Personal care and assistance
- Prescribed medications
- Physical, speech, occupational and respiratory therapies
- Social work services
- Medical supplies

In-home Services

When you live in your own home or with family, ElderPlace/PACE offers the following services in partnership with contracted in-home agencies and/or family caregivers:

- Meal preparation, shopping, and errands
- Housekeeping and laundry
- Personal care, such as bathing, dressing and grooming

- Medication organization, reminders, and administration

Community Living Support Services

Our staff will connect you with appropriate housing resources. When you reside in these facilities, in-home and community care is provided to you.

- ElderPlace/PACE Supported Housing
- Adult Care Home
- Residential Care Facility
- Retirement Apartment
- Assisted Living Facility
- Memory Care Community

Transportation

Providence ElderPlace/PACE will coordinate, schedule and provide transportation for all your medical appointments, visits to the health and social center, outings, and other appointments as scheduled by the interdisciplinary team. If you need to be taken to the hospital, our ElderPlace/PACE medical provider will arrange transportation to and from the hospital, if needed.

Palliative Care

Palliative care is a special type of medical care. It can ease the symptoms, pain and stress of a serious illness. It can also help people struggling with diminished quality of life due to advanced age and physical frailty. It may be combined with curative treatment or used alone.

People may receive palliative care regardless of their age, diagnosis or stage of disease. The goal is to:

- Minimize suffering – physical, emotional and spiritual
- Improve quality of life for the participant and the family
- Take the focus away from being sick and putting it back on living

Your ElderPlace/PACE care team has special training in this type of care. We work with each of our participants to address their needs, hopes,

fears and concerns.

End of Life Care

At Providence ElderPlace/PACE, we believe the end of one's life is precious. We value the opportunity for our participants, families and friends to come together to prepare for the end of a loved one's life. We are committed to providing comfort and supporting the healing of spirit and personal relationships.

For most people, a period of physical decline signals the final phase of life. When the ElderPlace/PACE care team sees signs of this decline, they engage the participant and loved ones in creating a plan of care that supports the participant's values and preferences; with a focus on maintaining autonomy, dignity, and comfort.

Additional Services

Additional support services include attendant services, translation services, interpreter services, and financial management. Translation, interpreter and signage services will be made available to non-English speaking or hearing-impaired participants during the intake and enrollment process and for care delivery purposes after enrollment.

6. Urgent Care

The Providence ElderPlace/PACE medical team is available 24 hours per day, 7 days per week and 365 days per year.

An **Urgent Problem** is a new or existing problem that requires attention within the next few hours. New symptoms that are not life threatening or an unexpected worsening of an existing or chronic problem may be urgent problems. Examples include but are not limited to:

- A deterioration of health that results from an unforeseen illness or injury
- Fever
- Painful urination
- Severe back pain
- A fall without an obvious broken bone
- Dental emergencies, such as lost crowns or broken teeth

Urgent Care Services are required to diagnose and treat urgent problems.

During regular clinic hours, urgent care is provided in the Providence ElderPlace/PACE clinics located in our Health and Social Centers.

If you call after hours to report an urgent care need, Providence ElderPlace/PACE's answering service will immediately contact one of our medical providers. Our provider will then advise you what to do and make necessary arrangements for you to receive the care you need.

For URGENT after-hours medical needs

Call the Providence ElderPlace/PACE Medical
provider answering service at
(503) 215-6818
for North Coast (503) 717-7150

Most of our health and social centers are open 8 AM to 5 PM, Monday through Friday. If our clinic is not open and you need transportation to the hospital, our medical provider will make those arrangements.

7. Emergency Services

An **Emergency** is a life-threatening medical condition. Examples can include but are not limited to:

- Unexpected or sudden loss of consciousness
- Choking
- Severe difficulty breathing
- Symptoms of a heart attack
- Severe bleeding
- Sudden unexpected onset of a serious illness
- Serious injury from a fall

Emergency Services are those needed to evaluate and/or stabilize an injury or sudden illness which, if not immediately diagnosed and treated, could result in serious and permanent damage to your health.

DIAL 911 for emergencies

If you think you have an emergency, **CALL 911** right away. **DO NOT** call the ElderPlace/PACE on-call team before dialing 911.

If your situation is serious, you will be taken to the closest emergency room. Please notify Providence ElderPlace/PACE as soon as possible if you have used the 911 emergency system or any hospital emergency room.

Urgent and Emergency Care outside the ElderPlace/PACE service area

Providence ElderPlace/PACE also covers emergency or urgent care for a period up to 30 days when you are temporarily out of our approved service area.

If you have received emergency medical care while you were temporarily out of service area, please notify Providence ElderPlace/PACE within 48 hours or as soon as is reasonably possible. It is to your advantage to notify us promptly so your Providence

ElderPlace/PACE primary care provider can consult with the out-of-plan provider about your history and care needs. Please provide information about the emergency and the care you received.

If you are out of the service area for more than 30 days, an involuntary disenrollment process will be initiated. Any medical care that occurs after the effective date of disenrollment will not be covered by Providence ElderPlace/PACE.

If, due to an emergency, you are hospitalized and receiving care at another facility, we may transfer you to a Providence Hospital/Medical Center or another hospital designated by us as soon as you are able to transfer. We may also reassign your care to a Providence ElderPlace/PACE physician or consultant.

If you have paid for the emergency or urgent medical service you received when it was impossible to obtain care through Providence ElderPlace/PACE, you may request a receipt from the facility or physician involved. This receipt must show the physician's name, your health problem, date of treatment and release, and charges.

If you did not pay for the emergency or urgent care you received when it was impossible to obtain care through Providence ElderPlace/PACE, you may request the facility or physician to send a bill to Providence ElderPlace/PACE.

For all emergency services, your physician must verify that your care was urgent or an emergency. Please send this bill to Providence ElderPlace/PACE Administration for approval and reimbursement. The bill must include the provider's name, your health problem, date of treatment and release, and charges. Send to:

Providence ElderPlace/PACE Administration

4400 NE Halsey, Building 1, Suite 200
Portland, OR 97213

If you have received any medical care outside of the United States,

Providence ElderPlace/PACE will not be responsible for charges, except in the following situations:

- An emergency occurs while you are in the U.S., but a Canadian or Mexican hospital is more accessible to you than a U.S. hospital.
- An emergency occurs while you are in Canada traveling directly to Alaska from another state.

The term “United States” means the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands and American Samoa.

8. Exclusions and Limitations

Providence ElderPlace/PACE will not cover the following services, other than emergency care:

- Any service that has not been approved by the interdisciplinary team, even if it is listed as a covered benefit. You will be liable for the costs of any unauthorized services.
- Services rendered in a non-emergency setting or for a non-emergency reason without Providence ElderPlace/PACE approval.
- Prescription drugs not prescribed by your Providence ElderPlace/PACE primary care provider or contracted medical specialists.
- Cosmetic surgery unless required for improved function of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
- Experimental medical, surgical or other health procedures or procedures not generally available in the approved service area.
- Gender alteration procedures.
- Pediatric care.
- Care in an Enhanced Care Facility (ECF) as defined by the State of Oregon.
- Care in an Oregon State Psychiatric Hospital.
- Care in a government hospital (VA, federal/state hospitals), unless authorized by Providence ElderPlace/PACE.
- Care during incarceration.
- Any services rendered outside of the United States, except as specified under Section 7, Emergency Services.
- Private room and private duty nursing in inpatient facilities, unless medically necessary, and non-medical items for personal convenience, such as telephone or radio charges or rental.

- Your ElderPlace/PACE team will work with you to determine the most appropriate living situation that will meet your care needs. **Nursing facility placement will not be approved unless the interdisciplinary team determines such placement to be medically needed.**
- Providence Health and Services does not support physician-assisted suicide. All measures to care for a participant during the dying process, including access to medications to relieve suffering, will be used. Providence ElderPlace/PACE staff will not participate in providing medications where the sole intention is to cause death.
- While some states (including Oregon) have made marijuana use legal, its use is still a federal criminal offense. Because PACE is a federally-funded program, allowing the use or possession of marijuana in any form on our properties is prohibited. Providence ElderPlace/PACE staff will not participate in assisting participants to obtain a medical marijuana card or in finding alternative locations for use. Care planning to address symptom management will be aggressively pursued by the interdisciplinary team.
- Providence ElderPlace/PACE strives to provide safe and effective pain management for participants with acute or chronic pain. When a participant with chronic pain enrolls in ElderPlace/PACE, the primary care provider, in collaboration with a clinical pharmacist and interdisciplinary team, will work with the participant to develop a treatment plan for optimizing pain control. Your care plan may include both medications and non-medication interventions.

9. Eligibility

You are eligible for Providence ElderPlace/PACE if at the time of enrollment, you:

- Reside in our service area
- Are 55 years of age or older
- Are eligible for services as determined by a county or state case manager to need the level of care required under Oregon's State Medicaid Plan for coverage of nursing facility services
- Are able to live in a community setting (home or apartment, assisted living, residential care or adult foster home) at the time of enrollment without jeopardizing your health or safety or the health or safety of others
- Are able to receive long term care services, if applicable, from an ElderPlace contracted facility or ElderPlace contracted provider
- Are Medicaid eligible or willing to pay private pay fees (See Section 18)
- Are willing to abide by the provision that requires enrollees to receive all health and long-term care services exclusively from the PACE organization and our contracted or referred providers

The following situations or unsafe behaviors may cause denial of enrollment if they cannot be remediated. Examples include situations where you:

- Have a physician documented condition that meets the criteria for Medicare skilled nursing facility care, and you cannot be discharged to the community within the next 30 days.
- Need imminent nursing facility placement.
- Are determined to be appropriate for Enhanced Care Services (ECS) or placement at the Oregon State Hospital (OSH).
- Have evidence in your clinical record that you have been

repeatedly placed in appropriate care settings and despite medically appropriate treatment, placement has resulted in frequent hospitalizations or failed placements.

- Demonstrate behavior that is physically harmful to yourself or others, including but not limited to:
 - a. Suicidal or self-injurious behaviors
 - b. Threatening or assaultive behaviors
- Wish to remain in your own home but require 24-hour care in order to be safely maintained in your home and lack the support of a capable and willing caregiver. For any individual who cannot be safely left alone, the individual or the individual's responsible party must demonstrate at the time of application for enrollment that there is a designated adult caregiver who has agreed to provide, and is able to provide, personal care and other services during those hours when ElderPlace/PACE services are not being provided.
- Reside in a home environment that is dangerous to homecare workers or prevents delivery of care.

If after review of the above, there are questions regarding your enrollment in the ElderPlace/PACE program, you or your representative or the referring agency may initiate a collaborative care planning process. The process may include a referral to an ElderPlace/PACE contracted specialist.

To enroll with Providence ElderPlace/PACE, you must sign an **Enrollment Agreement** form and agree to abide by the conditions of Providence ElderPlace/PACE, as explained in this **Member Handbook and Enrollment Agreement**.

If you have signed an Enrollment Agreement form and are hospitalized prior to your effective date of enrollment, your enrollment may be postponed. ElderPlace/PACE staff may complete a reassessment post

hospitalization to determine if you remain eligible to enroll.

If at any time during your enrollment there are changes to this Member Handbook and Enrollment Agreement, you will be provided an updated copy. Any changes will be explained to you at least 60 days before changes become effective.

When you enroll, you agree to receive services exclusively through Providence ElderPlace/PACE and our contracted providers. Therefore, you can no longer obtain services from other doctors or medical providers under the traditional fee-for-service Medicare and Medicaid system or from another health insurance provider. You will receive a comprehensive package of care with a full array of health services provided by Providence ElderPlace/PACE staff and our contracted specialists.

After enrolling as an ElderPlace/PACE participant, if you elect to enroll in any other Medicare or Medicaid plan, other health insurance plan or optional benefit, including Prescription Drug Coverage or a Hospice Program, your enrollment in the other plan will be considered a voluntary disenrollment from Providence ElderPlace/PACE.

10. Enrollment and Effective Dates of Coverage

Enrolling in Providence ElderPlace/PACE involves three steps:

- 1) Intake
- 2) Enrollment and
- 3) Care Planning

1. Intake

The Intake Process begins when you or someone on your behalf makes a call to Providence ElderPlace/PACE. When eligibility is confirmed, an intake specialist will schedule a visit, in-person or virtual, with you to explain our program and obtain further information. During the intake visit you will be:

- Informed how the Providence ElderPlace/PACE program works and the kinds of services we offer.
- Given answers to any questions you may have about ElderPlace/PACE.
- Informed that if you enroll, you must agree to receive all your health care exclusively from Providence ElderPlace/PACE.
- Provided financial information about what your monthly Enrollment & Prescription Drug Coverage premiums, if any, will be. (See Section 18)
- Asked to sign an Authorization for Release of Medical Information.
- Given a Providence ElderPlace/PACE Enrollment Agreement.

If you are interested in enrollment in Providence ElderPlace/PACE, the Intake and Enrollment Specialist will arrange for you to visit our health and social center as appropriate. We provide transportation to and from our centers, as well as lunch during your complimentary visit.

2. Enrollment

To enroll, you and your family or chosen representative will meet with

the intake specialist to review and sign the Enrollment Agreement. At this time, you will have an opportunity to discuss:

- The Health and Social center at which you will receive most of your services from Providence ElderPlace/PACE
- Your monthly premiums/fees, if any
- The provision that all your services must be approved, provided and/or coordinated by Providence ElderPlace/PACE. Approval is not required for emergency situations (See Sections 7 and 8, Urgent Care and Emergency Services)
- Our participants' bill of rights (See Section 13, Your Rights as a Participant)
- What to do if you are unhappy with the care you receive at Providence ElderPlace/PACE (See Section 14, Participant Grievance and Appeals Procedure.)
- Completing an Advance Directive and Physician's Order for Life Sustaining Treatment (POLST) with your primary care team.

After enrolling with Providence ElderPlace/PACE, you will receive a:

- Copy of the signed Enrollment Agreement
- Providence ElderPlace/PACE membership card
- A list of contracted health care providers in your area
- The names and phone numbers of staff at your center and in ElderPlace/PACE administration

Once you are determined eligible for Providence ElderPlace/PACE, you may enroll at any time. Your effective date of enrollment is generally the first day of the calendar month following the date you sign the Enrollment Agreement.

Participants receiving Medicaid benefits, must sign the Enrollment Agreement before the Medicaid deadline (typically five working days before the end of the month) to enroll for the first day of the calendar

month. If you are paying privately or just became eligible for Medicaid benefits, you may sign the enrollment form by Monday to begin the following Monday.

In all cases, if you are on Medicare prior to enrolling with ElderPlace/PACE, your Medicare will not be locked into Providence ElderPlace/PACE until the first of the following month. During your enrollment in Providence ElderPlace/PACE, you will not be able to use your Medicare or Medicaid outside of Providence ElderPlace/PACE.

3. Care Planning

Once enrolled with Providence ElderPlace/PACE, the interdisciplinary team will meet with you to evaluate your needs and goals and talk with you about services. Your individual care plan is developed by you, your primary care team, and your family or other chosen representative.

For any service needed, simply make a request to a member of your care team.

All services approved by the interdisciplinary team are fully covered.

11. Termination of Benefits

You may choose to disenroll from Providence ElderPlace/PACE at any time and have such disenrollment be effective the first day of the month following the date we receive your written notice of voluntary disenrollment. If you no longer meet the conditions of enrollment, you will be involuntarily disenrolled.

You are required to continue to use Providence ElderPlace/PACE services and to pay any applicable fees until disenrollment becomes effective. Providence ElderPlace/PACE will assist you in transitioning your Medicare and/or Medicaid coverage as appropriate.

1. Voluntary Disenrollment

If you wish to cancel your benefits by disenrolling, you may discuss this with the social worker at your center. You may not disenroll from Providence ElderPlace/PACE at any Social Security office. You will need to sign a Disenrollment Form. This form will indicate that you are no longer entitled to services through Providence ElderPlace/PACE as of the first day of the month following the date we receive your written notice of voluntary disenrollment. Your social worker will confirm this date and assist you in returning to the fee-for-service Medicare and/or Medicaid system.

It is to your benefit to provide 30-day notice of your intent to disenroll. This will allow time for your health and social services to be appropriately coordinated and medical care established with another provider.

After enrolling as an ElderPlace/PACE participant, if you elect to enroll in any other Medicare or Medicaid plan, other health insurance plan or optional benefit, including Prescription Drug Coverage or a Hospice Program, your enrollment in the other plan will be considered a voluntary disenrollment from Providence ElderPlace/PACE.

If your interdisciplinary team determines that nursing facility placement is no longer an appropriate level of care, and you or your representative are choosing for you to remain in the nursing facility, this is considered a voluntary disenrollment.

2. Involuntary Disenrollment

Providence ElderPlace/PACE can terminate your benefits by notifying you in writing of our intent to disenroll you, if:

- You move out of our designated service areas.
- If you are out of the service area for more than 30 days, an involuntary disenrollment process will be initiated. Any medical care that occurs after the effective date of disenrollment will not be covered by Providence ElderPlace/PACE.
- You are not in contact with ElderPlace/PACE and your whereabouts are unknown for at least 30 days despite our attempts to contact you.
- You fail to pay your monthly private pay premiums within a 30-day grace period or fail to make satisfactory arrangements to pay your premiums.
- You fail to pay, after a 30-day grace period, or fail to make satisfactory arrangements to pay any applicable Medicaid spenddown liability or any share of cost.
- Your behavior threatens your health and safety or the health and safety of others and cannot be managed even with the support of Providence ElderPlace/PACE.
- Your caregiver (including any family members involved in your care) engages in disruptive or threatening behavior such that this behavior jeopardizes your health and safety, or the safety of caregivers or others.
- You are accepted for admission to a state psychiatric hospital.

- You are admitted to an Enhanced Care Facility (ECF).
- You are incarcerated.
- You no longer meet Medicaid eligibility criteria and do not want to or cannot pay privately.
- You attempt to buy or sell methadone or other controlled substances, resulting in discharge from a contracted methadone maintenance or substance abuse treatment program.
- Providence ElderPlace/PACE loses the contracts and/or licenses enabling it to offer health care services.
- Providence ElderPlace/PACE's agreement with Medicare or Medicaid is not renewed or is terminated.
- Providence Health and Services decides not to continue the ElderPlace/PACE program.

Providence ElderPlace/PACE must receive approval from Oregon Department of Human Services, Aging and People with Disabilities (ODHS-APD) to disenroll any participant.

If you are involuntarily disenrolled, the effective date of disenrollment and termination of Providence ElderPlace/PACE benefits is the first day of the month following the 30-day notice.

Participants who have been involuntarily disenrolled may choose to use the Participant Appeals Procedure to appeal their involuntary disenrollment. (See Section 14)

Providence ElderPlace/PACE has an agreement with the Center for Medicare and Medicaid Services (CMS) and the State Administering Agency (ODHS-APD) that is subject to renewal on a periodic basis. Although unlikely, if this agreement is not renewed, the program will be terminated, and we will assist in connecting you to another plan.

12. Renewal Provisions

If you disenroll from Providence ElderPlace/PACE, you can be reinstated once you reapply and if you meet the eligibility requirements.

If you are given notice of our intent to disenroll due to a failure to pay the monthly premiums, you can remain enrolled with no break in your coverage by paying the premiums before the effective date of disenrollment. If disenrolled, your coverage will be restored on the first day of the following month, after the premiums are paid.

13. Your Rights as a Participant

As a participant in Providence ElderPlace/PACE, you have rights which are listed below. If at any time you believe any of your rights have been violated, you may file a grievance (see Section 14).

1. **Respect and Non-discrimination.** You have the right to receive considerate, respectful care from all Providence ElderPlace/PACE employees and contractors always and under all circumstances. You have the right not to be discriminated against in the delivery of required services based on race, ethnicity, national origin, religion, sex, age, sexual orientation, mental or physical disability, or source of payment. Specifically, you have the right to the following:
 - (A) To receive comprehensive health care in a safe and clean environment and in an accessible manner.
 - (B) To be treated with dignity and respect, to be afforded privacy and confidentiality in all aspects of care and to be provided humane care.
 - (C) To not be required to perform services for Providence ElderPlace/PACE.
 - (D) To have reasonable access to a telephone.
 - (E) To be free from harm, including physical or mental abuse, neglect, corporal punishment, involuntary seclusion, excessive medication, and any physical or chemical restraint imposed for purposes of discipline or convenience and not required to treat your medical symptoms.
 - (F) To be encouraged and assisted to exercise your rights as a participant, including the Medicare and Medicaid appeals processes, as well as civil and other legal rights.
 - (G) To be encouraged and assisted to recommend changes in policies and services to Providence ElderPlace/PACE staff.
 - (H) To have a family member, friend, or advocate present during

appointments and at other times when needed, within clinical guidelines.

2. **Information Disclosure.** You have the right to receive accurate, easily understood information and to receive assistance in making informed health care decisions. Specifically, you have the following rights:
 - (A) To be fully informed in writing of the services available from Providence ElderPlace/PACE, including identification of all services that are delivered through contracts rather than furnished directly by Providence ElderPlace/PACE. You have the right to receive this information at the following times:
 - (1) Before enrollment.
 - (2) At enrollment.
 - (3) When there is a change in services.
 - (4) At anytime this information is requested by the participant or participant's representative.
 - (B) To have the Enrollment Agreement fully explained in a manner understood by you.
 - (C) To have qualified interpreter services for medical, dental, mental health, home health or after-hours emergency calls, to interpret for participants with hearing impairment or in the primary language of non-English speaking participants.
 - (D) To examine, upon reasonable request, or to be assisted to examine the results of the most recent review of Providence ElderPlace/PACE conducted by the Center for Medicare and Medicaid Services or the State Administering Agency (ODHS-APD) and any plan or correction in effect.
 - (E) To disenroll from the program at any time and have such disenrollment be effective the first day of the month following the date the PACE organization receives the participant's notice of voluntary disenrollment.

3. **Choice of Providers.** You have the right to a choice of health care providers, within the Providence ElderPlace/PACE network, that is sufficient to ensure access to appropriate high-quality health care. Specifically, you have the right to the following:
 - (A) To choose from within the Providence ElderPlace network, your primary care provider that is no more than 15 miles from your home, and specialists from within our contracted network.
 - (B) To request that a qualified specialist for women's health services furnish routine or preventive women's health services.
4. **Access to Emergency Services.** You have the right to access emergency health care services when and where the need arises without prior authorization by the Providence ElderPlace/PACE interdisciplinary team.
5. **Participation in Treatment Decisions.** You have the right to participate fully in all decisions related to your treatment. A participant who is unable to participate fully in treatment decisions has the right to designate a representative. Specifically, you have the following rights:
 - (A) To have all treatment options explained in a culturally competent manner and to make health care decisions, including the right to refuse treatment, and be informed of the consequences of the decisions.
 - (B) To have Providence ElderPlace/PACE explain advance directives and to establish them, if you so desire.
 - (C) To be fully informed of your health and functional status by the interdisciplinary team.
 - (D) To participate in the development and implementation of

your plan of care.

- (E) To request a reassessment by the interdisciplinary team.
- (F) To obtain covered preventative and diagnostic services.
- (G) To be given reasonable advance notice, in writing, of any denial or changes of benefits or services. Providence ElderPlace/PACE must document this justification in your medical record.

6. **Confidentiality of Health Information.** You have the right to communicate with health care providers in confidence and to have the confidentiality of your individually identifiable health care information protected. You also have the right to review and copy your own medical records and request amendments to those records. Specifically, you have the following rights:

- (A) To be assured of confidential treatment of all information contained in your health record, including information contained in an automated data base.
- (B) 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.
- (C) To provide written consent that limits the degree of information and to whom information may be given.

7. **Grievance and Appeals.** You have the right to a fair and efficient process for resolving differences with Providence ElderPlace/PACE, including a rigorous system of internal review by the organization and an independent system of external reviews. Specifically, you have the following rights:

- (A) To be encouraged and assisted to voice a grievance to Providence ElderPlace/PACE staff and outside representatives of your choice, free of any restraint, interference, coercion, discrimination, or reprisal by the

Providence ElderPlace/PACE staff.

- (B) If you are dissatisfied with any care or service or believe any of your rights have been denied, you have the right to file a grievance with the Aging and People with Disabilities (APD) local office or the Area Agency on Aging (AAA) local office.
- (C) To appeal any denial of a requested service, non-payment of a service, discontinuation or reduction of a service, or an involuntary disenrollment to ElderPlace/PACE Administration. You have a right to file a State Administrative hearing, or if you receive Medicare, to file to MAXIMUS Federal Services, Inc. (See Section 14)

14. Participant Grievance Procedure

All of us at Providence ElderPlace/PACE share the responsibility for assuring that you are satisfied with the care you receive. We encourage you to express any grievance or appeal you have with services at the time and place it occurs. All information regarding the grievance process will be treated confidentially. You will be informed in writing annually of our grievance process.

1. Grievance Procedure

Definition: A grievance is an oral or written expression of dissatisfaction related to the quality of care or services received from Providence ElderPlace/PACE.

- (A) You may discuss your grievance with any member of the Providence ElderPlace/PACE team. That staff member will gather complete information and be responsible for giving this information to your Health & Social Center manager.
- (B) Your Health & Social Center manager or designee will investigate the grievance by making personal contact with you, your family, representative or caregiver, as appropriate. If you do not want it investigated further, tell your Health & Social Center manager.
- (C) Every effort will be made to resolve your grievance in a timely manner.
- (D) If your life, health, or ability to regain maximum functioning could be seriously jeopardized, an expedited process will be implemented. Investigations will begin within 24 hours and be completed within 72 hours.
- (E) If you are not satisfied with the proposed solution to your grievance, you have the right to request a review with the ElderPlace/PACE Administrator. Your Health & Social Center manager will assist you in this process, if you choose.

2. Extended Grievance Procedure

Definition: A grievance that has not been resolved to a participant and/or family or caregiver's satisfaction.

- (A) If you would like to pursue an extended grievance, the Health & Social Center manager will file your request with ElderPlace/PACE Administration.
- (B) A member of ElderPlace/PACE Administration will acknowledge receipt of your extended grievance. Your extended grievance will then be reviewed by a review committee. When the extended grievance review is completed, we will communicate the results to you in writing.
- (C) All attempts will be made to resolve a non-urgent grievance within thirty (30) days from the date the extended review was filed. Any medical or health related grievance will be resolved within 72 hours.

3. Appeals Procedure

Definition: An appeal is a written or oral request to review Providence ElderPlace/PACE's denial of a requested service, non-payment of a covered service, reduction or termination of an existing service, or an involuntary disenrollment.

- (A) We will notify you within 72 hours of our decision to approve or deny a service or item you have requested. We will mail you a 30day notice of our intent to involuntarily disenroll you within 72 hours of our decision to do so. (See Section 11)
If we reduce or stop a service you are already receiving, we will mail you a notice at least ten (10) working days before the service is stopped.
- (B) The notice will tell you how to appeal the decision if you are not happy with it and what your rights are.

- If services are being reduced or stopped and you wish to have the services continued, you **must** file an appeal with Providence ElderPlace/PACE or request an Administrative Hearing with the state **before the date the services end**
- (C) In situations where you feel your life, health, or ability to maintain function will be jeopardized without continuation of the denied service, ElderPlace/PACE will make a decision regarding the appeal as quickly as your health condition requires, but no later than 72-hours after receipt of your appeal.
- (D) You can file an appeal several ways, including:
- Directly to your Health & Social Center manager, or
 - To Providence ElderPlace/PACE Administration, or
 - If you are a Medicare beneficiary, to MAXIMUS Federal Services, Inc., or
 - Request a State Administrative Hearing from Aging and People with Disabilities.

Your Health & Social Center manager will help you decide which one to appeal to and assist you in filing the appeal.

- (E) If you choose to appeal to Providence ElderPlace/PACE, an Appeals Committee is composed of the ElderPlace/PACE Medical Director or designee, community representative and a representative from both the Ethics Committee and Quality Committee. The appeal committee also includes an appropriately credentialed and impartial 3rd party who was not involved in the original action and who does not have stake in the outcome of the appeal.
- You can present evidence orally or in writing related to your appeal.

- We will continue to provide the appealed service until a final determination is made if you request continuation of the appealed service before the service ends. You also will need to agree to pay for the appealed service if the appeal is not resolved in your favor. The appealed service will continue up to 90 days from the date of request or until a decision is rendered on the appeal, whichever comes first.
 - You will receive a decision within 30 days from the date you file the appeal, or as expeditiously as your health condition requires, but no later than 72 hours after receipt of the appeal.
 - If your appeal is resolved in your favor, we will provide or pay for the disputed service within 72 hours.
 - If the Appeals Committee agrees with the decision to reduce or stop services or to deny payment, you will also be notified in writing of your additional appeal rights under Medicaid or Medicare. We will help you choose which appeals process to use and help you file the appeal.
- (F) If you are enrolled in Medicare and the decision is wholly or partially adverse to you, you may request to pursue the external appeals process. A copy of the determination will be forwarded immediately to Medicare’s independent review organization, the MAXIMUS Federal Services.
- (G) If you are not satisfied with the results of your appeal, you may request an Administrative Hearing with the State of Oregon by contacting the local Aging and People with Disabilities (APD) office or Area on Aging Agency (AAA) office.

As a Providence ElderPlace/PACE member, you agree that any appeal not resolved to your satisfaction will be settled by arbitration rather than by a court proceeding.

15. Participant and Caregiver Responsibilities

You and your caregivers have the responsibility to:

- Participate in your care plan development.
- Cooperate in the implementation of your care plan.
- Provide the Providence ElderPlace/PACE interdisciplinary team with a complete and accurate medical history.
- Utilize only those services (except for emergencies) authorized by Providence ElderPlace/PACE.
- Call the Providence ElderPlace/PACE medical provider for direction, in case of an urgent care need.
- Utilize Providence Hospitals/ Medical Centers for hospital care, except in emergencies where you will be taken to the closest emergency room.
- Use urgent and emergency care appropriately and to notify Providence ElderPlace/PACE within 72 hours of an emergency.
- Notify Providence ElderPlace/PACE in writing of any intent to disenroll.
- Pay required monthly fees as appropriate.
- Notify Providence ElderPlace/PACE of a move or lengthy absence from the service area.

You will be asked to sign the Rights and Responsibilities Agreement upon enrollment, stating that you understand and agree to the rights and responsibilities listed above. (See Section 20)

16. Frequently Asked Questions (FAQ)

Q: How often will I see the doctor?

A: The primary care team, including your primary care provider (PCP), will meet with you at least every six months, and whenever you have a significant change in your health. We encourage you to share any questions or concerns you have at any time. Simply tell any staff member.

Q: Will I still see my specialists?

A: Providence ElderPlace/PACE Primary Care Providers (PCP) are specialists in treating people with a wide range of medical problems. This means you may not need to see as many specialists. We coordinate with you for a care and treatment plan that reflects what is important to you and your health - we care about all of you.

Q: Do I have to attend the social center?

A: The best way for you to get to know your team is by coming into the health & social center on a regular basis. Generally, we recommend you come in 1-2 times per week. You may come to the center more or less often as needed and planned with you and your team.

Q: What is the “lock-in” provision of Providence ElderPlace/PACE?

A: It is the requirement that by enrolling in Providence ElderPlace/PACE you agree to receive all health and long-term care services exclusively from Providence ElderPlace/PACE and our contracted or referred providers, and that all of your services must be approved, provided and/or coordinated by Providence ElderPlace/PACE.

Q: What happens once I enroll?

A: During the first thirty days of your enrollment with Providence ElderPlace/PACE, you will be very popular! Even before your start date, primary care team members will begin to contact you, your family and your caregiver.

We will be gathering information before your start date for ordering items you may need:

- equipment
- medical supplies
- dietary supplements

The Providence ElderPlace/PACE social worker may call you or your family member and ask for information regarding:

- copies of power-of-attorney forms
- family names and contact numbers
- what, if any, assistance you may need in managing your finances

The primary care team will also discuss with you if you need to be scheduled for special services such as:

- Audiology
- Dental care
- Optometry

Q: Who comprises the Inter-Disciplinary Team (IDT)?

A: Your IDT includes all the professionals listed below:

- | | |
|--------------------------------------|-------------------------------|
| ◆ Doctor or Nurse Practitioner (PCP) | ◆ Occupational Therapist |
| ◆ Nurse | ◆ Dietician |
| ◆ Social Worker | ◆ Life Enrichment Coordinator |
| ◆ Physical Therapist | |
| ◆ PACE Manager | ◆ Home Care Coordinator |
| ◆ Driver | ◆ Personal Care Aide |

Providence ElderPlace/PACE has additional staff who support you; such as chaplains, pharmacists and other caregivers.

Q: What is the Providence ElderPlace/PACE medication formulary?

A: The formulary is a list of drugs selected by Providence ElderPlace/PACE that represents the medication therapies determined to be a necessary part of a quality treatment program. Providence ElderPlace/PACE provides prescription and over the counter medications to our participants. Providence ElderPlace/PACE will generally cover the medications listed in our formulary as long as the drug is medically necessary.

Q: How will you manage my pain?

A: Our goals for effective pain management are that:

- You can maintain the quality of life you want.
- You are satisfied with your pain management plan.
- You do not have negative effects from the pain management tools used to help you.

We will discuss the risks and benefits of your medications with you. We want to develop a pain management plan with you that is best for your safety and well-being now and in the future.

Q: Can I get an electric wheelchair?

A: Power Mobility Devices or PMDs include three and four-wheel scooters and powered wheelchairs. Providence ElderPlace/PACE uses Medicare and Medicaid guidelines to determine if you are PMD eligible.

If you already own a PMD:

- If you are eligible per our guidelines and you already own a PMD, Providence ElderPlace/PACE will pay for repairs and modifications to it.
- If you do not meet eligibility requirements, Providence ElderPlace/PACE will not repair or replace your PMD.
- In some cases, we will issue you a program owned PMD to replace your current one.

If you do not currently own a PMD and request one:

- Your Providence ElderPlace/PACE Inter Disciplinary Team (IDT) will assess you for PMD eligibility.
- If you are eligible, Providence ElderPlace/PACE will provide you with a PMD.

Q: What if I need to move?

A: Providence ElderPlace/PACE staff will connect you with appropriate housing resources. The goal of Providence ElderPlace/PACE is to support you living in the least restrictive community setting. We partner with housing providers at all levels of care within our geographic area.

Q: Does Providence ElderPlace/PACE provide hospice care?

A: At Providence ElderPlace/PACE, we believe the end of one's life is precious. Providence ElderPlace/PACE palliative care services mirror hospice-like services. When the care team recognizes a period of physical decline that may signal the final phase of life, we engage you and your loved ones in creating a plan of care that supports your values and preferences. We are committed to providing comfort and support to you and your loved ones through this journey.

17. General Provisions

Arbitration. Any controversial claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Changes to Agreement. Changes to this Agreement may be made if they are approved by both the U.S. Department of Health and Human Services and the Oregon Department of Human Services, Aging and People with Disabilities. We will give you at least 60 days written notice of any change.

Cooperation in Assessments. To be able to determine the best services for you, your full cooperation is required in providing medical and financial information.

Governing Law. This agreement is governed in all respects by the laws of Oregon and applicable federal law. Any provision required to be in this Agreement by either of the above is required to be followed by Providence ElderPlace/PACE whether identified in this agreement or not.

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 Agreement 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 in our records. You must notify us promptly of address changes. The notice must be mailed to:

Providence ElderPlace/PACE Administration
4400 NE Halsey, Building 1, Suite 200
Portland, OR 97213

Notice of Certain Events. We shall give you reasonable notice of any termination or breach of Agreement by any hospitals or physicians or any other person with whom we have a contract to provide services and benefits hereunder, **if you may be materially and adversely affected.** We will arrange for the provision of any interrupted service by another provider.

Our Relationship to Providence ElderPlace/PACE Providers.

Providence ElderPlace/PACE providers, except for Providence ElderPlace staff, are independent organizations and are related to us by contract only. These providers are not our employees or agents. Providence ElderPlace/PACE providers maintain a relationship with you and are solely responsible for any of their acts or omissions, including malpractice or negligence. Nothing in this Agreement changes the obligation you have to any provider rendering care to you to abide by the rules, regulations, and other policies established by that provider.

Authorization to Take and Use Photographs. It may be necessary for us to obtain and use photographs of you for purposes of identification and medical care. By accepting coverage under this Contract, you authorize Providence ElderPlace to obtain and use such photographs.

Policies and Procedures Adopted by Us. We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this Agreement.

Time within Which to Bring Claims. Any claim, other than a claim for personal injuries, that you may have with respect to Providence ElderPlace/PACE or with respect to services provided by Providence ElderPlace/PACE must be brought by you within two years from the

date that you receive the service for which the claim is brought. Claims for personal injuries must be brought within one year from the sustaining of those injuries.

Your Medical and Care Records. It may be necessary for us to obtain and share your medical and care records and information from or with hospitals, nursing facilities, home health agencies, physicians, or other providers who treat or provide care to you. By accepting coverage under this Agreement, you authorize us to obtain, use and share such records and information. This may include information and records concerning treatment and care you received before the effective date of this Agreement by anyone who provided the treatment and/or care. To obtain copies of your records, make a request to your primary care provider.

Waiver of Conditions for Care. If you do not meet a certain condition at Providence ElderPlace/PACE to receive a particular service, we reserve the right to waive such condition if we, in our judgment, determine that you could medically benefit from receiving that service. However, if we do waive a condition for you in one instance, this does not mean that we are obligated to waive that condition or any other condition for you on any other occasion.

Who Receives Payment under this Agreement. Payment for services provided and authorized by the interdisciplinary team under this Agreement will be made by Providence ElderPlace/PACE directly to the provider. **You are not required to pay anything that is owed by Providence ElderPlace/PACE to its selected providers.**

Payments for unauthorized services, except in the case of an emergency, are your responsibility.

18. Monthly Premium and Payment Information

Premiums

Your payment responsibility will depend upon your eligibility for Medicare and Medicaid.

If you are eligible for: You will pay:

Medicare only

Two monthly premiums to Providence ElderPlace/PACE beginning the first month of enrollment. One monthly premium for Providence ElderPlace/PACE enrollment and an additional monthly premium for Medicare prescription drug coverage. You may pay both premiums together or you may contact your social worker for additional payment options. No other co-payments are required.

Medicare and Medicaid

No monthly premium payment to Providence ElderPlace/PACE. You will receive all PACE services, including prescription drugs.

If you pay Aging and People with Disabilities a pay-in to receive your Medicaid benefits and services authorized by a county or state case manager, you **will** continue to make this payment to maintain your eligibility for Medicaid so you may remain enrolled as a participant in Providence ElderPlace/PACE.

Medicaid only

No monthly premium payment to Providence ElderPlace/PACE. You will receive all PACE services, including prescription drugs.

Private Pay only
(No Medicare or Medicaid)

Two monthly premiums to Providence ElderPlace/PACE beginning the first month of enrollment. One monthly premium for Providence ElderPlace/PACE enrollment and an additional monthly premium for Medicare prescription drug coverage. You may pay both premiums together. No other co-payments are required.

Notes

(A) Medicare Eligibility Requirements

If you are eligible for Medicare, you must maintain your Medicare eligibility by continuing to pay your monthly Medicare Part B premium to the Social Security administration. If you are eligible for Medicare but have elected not to enroll in Medicare and you are not eligible for Medicaid, you will need to:

1. Either elect to enroll in Medicare, or
2. Pay ElderPlace/PACE the premium amount Medicare would have paid to ElderPlace/PACE.

If your eligibility for Medicare or Medicaid programs changes while you are a Providence ElderPlace/PACE participant, your monthly fees and continued enrollment will be adjusted accordingly.

If you are Medicaid-only and become eligible for Medicare after enrollment in ElderPlace/PACE, you must obtain all Medicare coverage (Parts A and/or B, and Part D) from Providence ElderPlace/PACE. Medicare benefits are assigned to and received from Providence ElderPlace/PACE.

If you are Medicaid-only or private pay at enrollment and become eligible for Medicare after enrollment in Providence ElderPlace/PACE, you will be disenrolled from Providence ElderPlace/PACE if you elect to obtain Medicare coverage other than from Providence ElderPlace/PACE.

(B) Medicaid Eligibility Requirements

(1) If you **do not** pay Aging and People with Disabilities for services authorized by them, you will **not** pay to be a participant in Providence ElderPlace/PACE.

(2) **If you pay** Aging and People with Disabilities a pay-in to receive your Medicaid benefits and services authorized by a county or state case manager, you **will** continue to make this payment to maintain your eligibility for Medicaid so you may remain enrolled as a participant in Providence ElderPlace/PACE.

Housing and Food Expenses

If you live in your own home or apartment, you will continue to be responsible for your own housing and food expenses. If you live someplace besides your own home, such as an Adult Care Home or Assisted Living Facility and you are eligible for Medicaid, you will be required to make a payment (determined by Aging and People with Disabilities guidelines) toward the cost of your shelter and food costs.

Payment Agreement – Private Pay and Medicare only Participants

If you have premiums/fees, they will be explained to you prior to enrollment. If you are responsible for a portion of or the total premium/fee amount, you will be informed of the following payment procedure:

(A) You will receive an invoice for the amount payable to Providence ElderPlace/PACE on or about the 15th of each

month for the following month.

- (B) The invoice will list the service month and the fee amount.
- (C) The private pay enrollment premium may increase but will remain the same as the rate ElderPlace/PACE receives for Medicaid participants.
- (D) The Medicare Premium for prescription drugs may increase. Some private pay participants with limited income and resources may be eligible for extra help to pay for their prescription drug costs.

(E) Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you are eligible for Medicare prescription drug coverage and have gone without Medicare prescription drug coverage or coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, upon enrolling with ElderPlace/PACE you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact your Providence ElderPlace/PACE social worker for more information about whether this applies to you.

(F) Premium payments to Providence ElderPlace/PACE are non-refundable.

- (G) If you need pay a monthly charge to Providence ElderPlace/PACE, you must pay by the first day of the month after you sign the Enrollment Agreement. The monthly charge must be paid on the first day of every month.

Payment may be made by check or money order to:

US Bank
Providence ElderPlace/PACE Lockbox
P.O. Box 84091
Seattle, WA 98124-8491

19. Enrollment Provisions

Important Notice: The benefits under this Agreement are made possible through a special agreement that Providence ElderPlace/PACE has with Medicare (Center for Medicare and Medicaid Services of the U.S. Department of Health and Human Services) and Medicaid (State of Oregon Department of Human Services, Aging and People with Disabilities).

When you sign this Enrollment Agreement, you are agreeing to accept all health and health-related services exclusively from Providence ElderPlace/PACE. You will be automatically disenrolled from any other Medicare or Medicaid prepayment health plan and Providence ElderPlace/PACE will provide all Medicare and Medicaid covered benefits.

Non-payment of required fees will result in disenrollment.

Please examine this Enrollment Agreement carefully.

If you are not interested in enrolling in our program, you may return the Agreement to us without signing.

If you sign to enroll with us and change your mind, you may cancel your Agreement. (See Section 11, Termination of Benefits)

While enrolled with Providence ElderPlace/PACE, you agree that any dispute, disagreement, or claim that you have regarding Providence ElderPlace/PACE, if unable to be amicably resolved, will be settled through an arbitration process rather than a court proceeding. This includes any dispute, disagreement, or claim you may have with respect to the provisions and/or care provided by Providence ElderPlace/PACE. (See Section 14, Participant Grievance and Appeals Procedure.)

Please keep this booklet. When you enroll in Providence ElderPlace/PACE, it is your contract with us. It contains the terms and conditions and describes the services available to you. This Enrollment

Agreement remains in effect until disenrollment and/or termination takes place.

20. Rights and Responsibilities Agreement

I acknowledge that I have received, read and understand the Participant Rights and Responsibilities as listed in the Providence ElderPlace/PACE Enrollment Agreement (See Sections 13,14 and 15), and that:

- These rights and responsibilities have been fully explained to me.
- I have been given an opportunity to ask questions and all my questions have been answered to my satisfaction.
- I have received instructions and understand how to exercise my rights and how to take action if I believe any of my rights have been violated.

Participant Name (print)

Participant Signature

Date

Guardian/Representative Signature

Date

Providence ElderPlace/PACE Representative

Date

21. Providence ElderPlace/PACE Enrollment Agreement

I have received, read, and understand the Providence ElderPlace/PACE Enrollment Agreement. Terms and conditions in the Agreement have been explained to me. I have been given an opportunity to ask questions. All my questions have been answered to my satisfaction. I agree to participate in the Providence ElderPlace/PACE program according to the terms and conditions in this Agreement. I understand that I must receive all services from Providence ElderPlace/PACE, except emergency services, and that the interdisciplinary team must approve all services. I also agree to allow disclosure and information exchange about my participation with Providence ElderPlace/PACE between the Centers for Medicare & Medicaid Services (CMS), State of Oregon Department of Human Services (OR ODHS) and Aging and People with Disabilities (APD). **Important Notice:** The benefits in this Agreement are made possible through a special agreement that Providence ElderPlace/PACE has with Medicare (CMS, an agency of the Health & Human Services) and Medicaid (OR ODHS). I understand in signing this Agreement that I am agreeing to accept all health and health-related services exclusively from Providence ElderPlace/PACE and will be automatically disenrolled from any other Medicare or Medicaid prepayment health plan. Providence ElderPlace/PACE will provide all Medicare and Medicaid covered benefits.

Participant (print): _____

Date of Birth: ____ - ____ - ____ Sex: M F

Social Security #: ____ - ____ - ____

Medicare #: _____

Part A: __ Part B: __

Medicaid #: ____ - ____ - ____

Other Health Insurance Company: _____

Effective Date of Enrollment: _____

Signature of Participant: _____ Date: _____

Witness (print): _____

Signature of Witness: _____ Date: _____

Guardian/Representative (print): _____

Address: _____

Signature of Guardian/Representative: _____ Date: _____

Signature of ElderPlace/PACE Representative: _____ Date: _____

23. Providence ElderPlace/ PACE Monthly Premium and Payment Agreement

I understand that as part of my participation in the Providence ElderPlace/PACE program, I am required to pay monthly fees as they relate to my continuing eligibility for Medicare and/or Medicaid programs and/or private pay services. (see Section 18, Monthly Premium and Payment Information.) I understand the monthly fees may vary as my eligibility for these programs may change in the future. I agree to pay required monthly fees directly to Providence ElderPlace/PACE. I understand that required monthly payments to Providence ElderPlace/PACE are due on the first of the month and are non-refundable. I understand that the private pay premium may increase and will remain the same as the rate ElderPlace/PACE receives for Medicaid participants.

Participant (print): _____

- My monthly premium for ElderPlace/PACE enrollment will be _____ effective _____.
- My monthly premium for Medicare prescription drug coverage will be _____ effective _____.
- You may pay both premiums together (total \$_____) or you may contact your social worker for additional payment options.

I understand that by choosing to enroll in Providence ElderPlace/PACE mid-month, I am required to pay a one-time prorated enrollment premium for the first month of service that is due on the capitation date listed below.

My prorated payment to ElderPlace/PACE is _____ effective _____.

I, _____, agree to make the payment/s indicated above.

Participant/Representative Signature Date

Billing Address: _____

ElderPlace/PACE Representative Signature Date

Payments may be made by check or money order to:
US Bank - Providence ElderPlace/PACE lockbox
P.O. Box 84091 Seattle, WA 98124-8491