

***ELDER SERVICE PLAN of
Harbor Health Services, Inc.***

ENROLLMENT AUTHORIZATION FORM

AND

ENROLLMENT AGREEMENT

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

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

2016

***Elder Service Plan of the Harbor Health Services
1135 Morton Street Mattapan, MA 02126 (617) 533-2400***

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SECTION 1. Welcome to the Elder Service Plan Of Harbor Health Services, Inc.

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

To enroll in the Elder Service Plan of Harbor Health Services, Inc. you must be:

- At least 55 years old.
- Live in the ESP of HHSI service area.
- Be determined by the agent for the Massachusetts MassHealth program to need the level of care required for coverage of nursing facility services.
- Be able to live in a community setting without jeopardizing your health and safety.

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

ESP of HHSI provides access to services 24 hours a day, seven days a week, and 365 days a year. To treat the multiple chronic health problems of our participants, ESP of HHSI health care professionals monitor changes in your health status, provide appropriate care and encourage self-help. Medical, nursing and nutrition services, physical therapy, occupational therapy and in-home support are provided, along with such medical specialty services as audiology, dentistry, optometry podiatry, psychiatry, and speech therapy. All non-emergency services must be provided through the ESP of HHSI network. ESP of HHSI coordinates hospital and nursing facility care in its contracted facilities. ESP of HHSI may also help you modify your home environment to increase safety and convenience, as well as work in partnership with your family, friends and neighbors.

Some of the terms used in this document may not be familiar to you. Please refer to Section 12, Definitions, for explanations of terms used.

SECTION 2. Special Features of the ESP of HHSI

There are several special features of our program:

1. Interdisciplinary Team and Your Care Plan

Your care is planned and provided or arranged by our Interdisciplinary Team. The team includes a physician, a nurse practitioner, registered nurse, social worker, rehabilitation and recreation therapists, health aides and others who will assist you. Each team member's special expertise is employed to assess your health care needs and to call upon additional specialists, if necessary. Together, with you and your family, we create a care plan designed just for you. All the services you receive are coordinated and arranged by the team.

2. Coordination and Authorization of Comprehensive Care

We have flexibility in providing care according to your needs. The Interdisciplinary Team will be able to determine with you the appropriate medical services for your care. You will receive the majority of your health care services at the **Elder Service Plan Center**.

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

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

3. The Elder Service Plan Center

We will work with you and your family to determine your schedule of attendance at the PACE Center. We will provide transportation to the Center and other medical appointments, unless you prefer another arrangement.

**1135 Morton Street
Mattapan, MA 02126
617- 533-2400**

4. Services are Provided/Authorized Exclusively Through ESP OF HHSI

The services offered by ESP of HHSI are available to you because of a contract among ESP of HHSI, the Commonwealth of Massachusetts, MassHealth and the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS).

Once you have enrolled in ESP of HHSI, you agree to receive services exclusively from ESP of HHSI providers and ESP of HHSI contracted providers, with the exception of emergency services and in certain circumstances, urgent care services. Therefore, you will no longer be able to obtain services from other doctors or medical providers under your previous coverage including Medicare and Medicaid providers.

If you receive non-emergency services that are not authorized by ESP of HHSI you may be fully and personally liable for the costs of those services.

5. Advantages of Enrolling in ESP of HHSI

ESP of HHSI was designed and developed specifically to maintain independence for older adults who have been determined to meet nursing home level of care by offering comprehensive, coordinated alternative services through a single organization. Our organizational and financing arrangements allow us to provide flexible benefits and coordinated care.

Other advantages to participating in the plan include:

- Dedicated, qualified health care professionals
- Long-term care coverage
- Coordinated care 24 hours a day, 365 days a year
- Support for family caregivers
- Individualized care

SECTION 3. Benefits and Coverage

ESP of HHSI covers all of the items and services covered under Medicare and MassHealth. We also cover other services if the Interdisciplinary Team determines they are necessary to improve and/or maintain your health status.

The following benefits are fully covered when approved by the Interdisciplinary Team and provided by ESP o HHSI staff or contractors and in ESP OF HHSI contracted facilities. Approval or pre-approval is not required for emergency services.

1. ESP of HHSI Health Center Services

- Primary Care Physician services including routine care, preventive health care and physical examinations
- Physical therapy, speech therapy and occupational therapy
- Personal Care
- Supportive services including: social services, transportation
- Nutrition Counseling and education
- Meals
- Recreational therapy

2. Outpatient Health Services

- Physician Specialists services including, but not limited to, services such as gastroenterology, oncology, urology, rheumatology and dermatology
- Nursing care
- Home Health Care
- Laboratory tests, X-rays and other diagnostic services
- Physical therapy, speech therapy and occupational therapy
- Prosthetics and Orthotics
- Personal Care Attendant services
- Prescription drugs (only if obtained from a pharmacy designated by ESP OF HHSI except when provided for emergency services or authorized post emergency or urgent care services)
- Durable medical equipment
- Podiatry
- Vision care, including examinations, treatment and corrective devices such as eyeglasses
- Psychiatry, including evaluation, consultation, diagnostic and treatment service
- Audiology evaluation, hearing aids, repairs and maintenance
- Non-emergency ambulance transportation, if medically necessary

3. **Inpatient Hospital Care**

- Semi-private room (or private room if medically necessary)
- Meals including special diets
- General medical and nursing services
- Medical, surgical, and special care such as intensive care and coronary care unit
- Laboratory tests, x-rays and other radiology services
- Other diagnostic procedures
- Use of appliances such as wheelchairs
- Drugs and biologicals
- Rehabilitative Care
- Blood and blood derivatives
- Surgical care, including anesthesia
- Use of oxygen
- Physical, speech, occupational, respiratory therapies
- Social services

Please note: ESP of HHSI does not cover private room and private duty nursing, unless determined medically necessary by the IDT. Non-medical items for your personal convenience such as telephone charges and radio or television rental are not covered.

4. **Emergency Care and Services**

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

Prior authorization is NOT required for emergency services. In an emergency call 911. (For more information on emergency services, see section 4 of this Enrollment Agreement.)

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

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

6. Home Health Care and related services

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

7. Dental Care

Our first priority for dental care is to treat pain and acute infection. Our second priority is to maintain dental functioning so that you can chew as well as possible. The ESP contracted dentist provides dental care according to the need and appropriateness as determined by the IDT.

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

8. Health related Services

Health-related services may include, but are not limited to the following:

- Medical supplies and equipment
- Home delivered meals
- Transportation
- Lifeline System
- Escort services for non-evasive medical appointments
- Translation services
- Assistance with money and bill management.

9. End of Life Services –

End of life services are provided in a hospital, nursing facility, or at home.

SECTION 4. After Hours Care, Emergency and Urgent Care

After Hours Non-Emergency Care (Weekdays 5:00 PM to 8:30 AM, Weekends and Holidays)

There may be times when you need to receive advice or treatment for an injury or onset of an illness, which simply can't wait until regular ESP of HHSI Center hours. When you need non-emergency care after hours, there will always be a clinician available 24 hours a day, 7 days a week, and 365 days a year. When you call our after hours phone number, your call will be answered by an answering service who will page the on-call ESP clinician to assist you.

For after hours **non-emergency** care, call **617- 533-2400**

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

Prior authorization is not needed for emergency care.

If you call 911, it is important that you have someone notify ESP of HHSI as soon as possible and let us know what has happened. Your physician at ESP of HHSI will be called immediately to coordinate your care. If you are hospitalized in a facility other than Carney Hospital, Quincy Medical Center, or St. Elizabeth's' hospital we will arrange for you to be transferred to one of these hospitals once your medical condition has stabilized. This will ensure that your care can be coordinated by your ESP of HHSI Interdisciplinary Team.

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

**Elder Service Plan of the Harbor Health Services
1135 Morton Street
Mattapan, MA 02126
Attention: ESP OF HHSI Business Manager**

If you have paid for the emergency medical services you received outside of the ESP of HHSI area, you should request a receipt from the facility or physician involved. This receipt must show the provider's name, date and type of treatment, and date of discharge, if hospitalized and the amount you were required to pay. Please send a copy of the receipt to the ESP of HHSI Business Manager at address listed above.

Post Emergency Stabilization Services

Post stabilization services are services provided after you have received emergency medical treatment. The physician(s) who treated you for the emergency may consider certain services necessary after your condition has been stabilized. Post stabilization services are not emergency services and should be pre-approved by the Interdisciplinary Team before being provided outside the ESP of HHSI service area. ESP of HHSI will cover post stabilization services that have not been pre-approved by the Interdisciplinary Team if you or someone acting on your behalf called ESP of HHSI to request approval for the service(s) and did not receive a call back from an ESP of HHSI physician within one hour of placing that call. We also will cover post stabilization services that have not been approved by us if you or someone acting on your behalf tried, but could not contact ESP of HHSI for approval.

Urgent Care

If a prudent lay person would believe that medical services are required urgently to prevent impairment of health due to symptoms, go to your local urgent care facility or emergency room. Notify Elder Service Plan afterwards.

Other Coverage Provisions:

Before you leave the ESP of HHSI service area, you **should** notify the Interdisciplinary Team. They will explain what to do if you become ill or injured while away from the ESP of HHSI service area.

If you are hospitalized when you are out of the ESP of HHSI service area you or a family member should notify us within 48 hours, or as soon as it is reasonably possible to do so.

If you receive any medical care outside of the United States, ESP of HHSI will not be responsible for the charges. However, exceptions may apply. Please contact ESP of HHSI at (617) 533-2400.

SECTION 5. Eligibility, Enrollment and Disenrollment

1. Eligibility to Enroll in ESP of HHSI

You are eligible to enroll in the Elder Service Plan of the Harbor Health Services if you are:

- At least 55 years of age.
- Capable of safely residing in the community setting without jeopardizing your health and safety.
- Certified by the screening agent of the MassHealth Program that you meet the level of care required for coverage of nursing facility services.
- Living in the ESP of HHSI Service Areas of **Avon Boston, Braintree, Brookline, Canton, Dedham, Holbrook, Milton, Newton, Norwood, Quincy, Randolph, Sharon, Stoughton, Weymouth**

In addition to meeting these criteria, you must also sign an Enrollment Agreement Form and agree to abide by the conditions of the Elder Service Plan of the Harbor Health Services, as explained in this Enrollment Agreement.

2. *Enrollment Process and Effective Dates of Coverage*

Enrolling in ESP of HHSI is a five-step process:

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

Your benefits coverage officially begins on the first day of the month after you sign the Enrollment Agreement.

1. **Intake**

The intake process begins when you or someone on your behalf makes a call to ESP of HHSI. You may not enroll in ESP of HHSI at a Social Security Office. A representative from ESP of HHSI will briefly discuss the program over the phone. If you are still interested, an enrollment handbook will be mailed to you, or someone on your behalf. This will give you the opportunity to learn more about the program at your leisure. An appointment will be made by the representative from ESP of HHSI to visit and explain the program further. And obtain additional information about you... During this visit you will learn:

- How ESP of HHSI works
- The kinds of services we offer
- The answers to any questions you may have about us
- That when you enroll you must agree to receive all your medical and health care exclusively from ESP of HHSI, with the exception of emergency services
- Your monthly payment, if any

At the end of the visit, if you are interested in joining ESP of HHSI, you will be asked to sign a medical release, so we may obtain medical records. The representative from ESP of HHSI will schedule a time for you and your family member to visit the day center. A variety of assessments will take place there from the interdisciplinary team this will allow you get to know us as well to see if we meet your needs.

2. **Intake Assessment**

After you meet with the team, they will evaluate their findings and ideas for your care. At this meeting, they will decide whether you meet the criteria for admission into the program, that is, whether your problems and needs appear to meet the Massachusetts MassHealth criteria for nursing facility level-of-care and whether you are found to be able to remain safely in your home or in the community.

During the Intake Assessment process, the team will assess whether ESP of HHSI can meet your medical, nursing, psychological and social needs, whether you have a family or informal support network, and whether remaining in your home or the community would jeopardize your health and safety.

A prospective participant may be denied enrollment because the team assesses that remaining in their home and or the community would jeopardize the individual's health and safety. In such cases, **ESP of HHSI staff will provide written notification** explaining the reason for the denial and refer the individual to appropriate alternative services. **If you are denied enrollment, you have the right to appeal at the:**

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

3. Enrollment

If you wish to enroll in the program and if the team believes that you are eligible, you and your family will meet with the enrollment staff. At that time, you will review and come to an agreement about your participation in Elder Service Plan of the Harbor Health Services before you sign the Enrollment Agreement. At this meeting you and your family member(s) will have an opportunity to discuss:

- Your input into the service plan (preliminary care plan that describes the services recommended by the team) the service plan will be incorporated into the care plan. The care plan is devised after the initial physical exam.
- Ask questions about your monthly payment, if any
- Ask questions about the exclusive care feature of ESP of HHSI, which means that: **Once you join ESP of HHSI, Medicare and, if you are eligible, Medicaid will not pay for any care you receive outside of ESP of HHSI. You may only receive services provided and/or authorized by ESP of HHSI.** (Exception: See Section 4, **Emergency and Urgent Care**)
- The nature of the partnership between you, your caregiver(s) and the Plan.
- What to do if you are ever dissatisfied with the care you receive at ESP of HHSI (See Section 7, Participant Grievance and Appeals Processes).

If you decide to join ESP of HHSI, we will then ask you to sign the Enrollment Agreement. Upon signing, you will receive an Enrollment Packet that includes:

- Copy of the ESP of HHSI Enrollment Agreement
- Stickers for your Medicare and Medicaid cards that identify you as an ESP of HHSI participant
- Emergency contact information
- HIPAA Information
- A copy of your initial Service Plan
- A membership card will be mailed to your residence.

Enrollment in ESP of HHSI will result in disenrollment from any other Medicare plan, such as a Medicare Advantage Plan, or Medicaid prepayment plan or optional benefit.

4. Final Approval

Because ESP of HHSI is authorized to serve only older adults who need nursing facility level of care, an outside opinion must confirm that your health situation in fact qualifies you for our care. At the time of enrollment and annually thereafter, the MassHealth program, through its screening agent, provides that opinion after reviewing the documents prepared by the members of the Interdisciplinary Team who have assessed your health.

In the very rare case that the Screening Agent finds that you are not qualified for the level of care provided by ESP of HHSI, you will have the right to appeal. (See Section 7, Participant Grievance and Appeals Process of this agreement).

5. Continuation of Enrollment

On an annual basis, the screening agent of the MassHealth program will determine whether you are still qualified for nursing facility level of care. (This eligibility screening may not have to be done if the MassHealth screening agents determine that your ongoing medical condition qualifies you for continued enrollment).

If the screening agent determines that you no longer meet the criteria for nursing facility level of care, you will not be eligible to continue your enrollment with ESP of HHSI and we must disenroll from our program.

There is one exception to this rule: if the MassHealth screening agents determine through your reassessment that you do meet nursing facility level of care at the time of the assessment, but that without ESP of HHSI services you would be likely to require nursing facility level of care within 6 months, you will be deemed eligible to continue your enrollment with ESP of HHSI.

6. Disenrollment

Your benefits under the Elder Service Plan of the Harbor Health Services can be stopped if you choose to disenroll from the program (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). Both types of termination require written notice by either party. Disenrollment and termination at any time during the month is effective the first day of the next month.

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

Voluntary Disenrollment: You may voluntarily disenroll from ESP of HHSI without cause at any time. You may notify ESP OF HHSI verbally or in writing if you wish to disenroll. You will need to sign a disenrollment form confirming that you no longer wish to receive services through ESP of HHSI. You should discuss this with the Site Coordinator at ESP OF HHSI. ESP OF HHSI will work with you to make referrals to appropriate medical providers in your community and we will make medical records available in a timely manner. **We also will work with Medicare and/or Medicaid to help you return to the appropriate health care program.**

The effective date of your disenrollment will be the first day of the month following receipt of your request. Please Note: You cannot disenroll from ESP of HHSI at a Social Security Office.

Electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, after enrolling as a PACE participant is considered a voluntary disenrollment from PACE. However, if you do elect enrollment in another Medicare plan, including a Medicare Advantage Plan or a stand alone prescription drug plan, you would not be required to sign a voluntary disenrollment form. Your enrollment in the new Medicare plan will result in automatic disenrollment from ESP of HHSI.

Involuntary Disenrollment: ESP of HHSI will do everything possible to avoid involuntary disenrollment. If we are no longer able to provide appropriate care, ESP of HHSI can terminate your benefits through written notification to you if:

- You move out of the ESP of HHSI service area or are out of the service area for **more than 30 consecutive** days without prior approval
- You engage in disruptive or threatening behavior
- Your behavior jeopardizes your health or safety, or the health or safety of others.
- You knowingly and consistently do not comply with your care plan of terms of this Enrollment Agreement.
- You fail to pay or make satisfactory arrangements to pay any amount you agreed to pay at enrollment due ESP of F HHSI after the 30-day grace period
- You are no longer determined to meet Mass Health's nursing facility level of care requirements and are deemed ineligible by its screening agent
- ESP of HHSI loses the contracts and/or licenses enabling it to offer health care.
- CMS and/or MassHealth do not renew or terminate the program agreement with ESP of HHSI.

You do have the right to appeal the decision. You have the right to appeal to the:

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

Please note that we will provide you with reasonable notice before we take any action to disenroll you from ESP OF HHSI.

7. Re-Enrollment

If you choose to leave ESP of HHSI (disenroll voluntarily), you may reapply for ESP of HHSI and re-enroll, providing you still meet the eligibility requirements.

If the reason for disenrollment is failure to submit the monthly payment(s) or any amount due to ESP of HHSI and you pay or make satisfactory arrangements to pay the amount due to ESP of HHSI, within the 30-day grace period, you may re-enroll simply by paying the bill. However, you must make this payment before the end of the month in order to continue to receive services from ESP of HHSI. If you pay your bill at this time, your coverage will begin again on the first day of the next month.

SECTION 6. Initial Assessment and Reassessment

1. Initial Comprehensive Assessment

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

- (1) Primary Care Physician
- (2) Registered Nurse
- (3) Master's Level Social Worker
- (4) Physical Therapist
- (5) Occupational Therapist
- (6) Recreational Therapist or Activity Coordinator
- (7) Dietician
- (8) Home Care Coordinator

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

- (i) Physical and cognitive function and ability
- (ii) Medication use
- (iii) Participant and caregiver preferences for care
- (iv) Socialization and availability of family support
- (v) Current health status and treatment needs
- (vi) Nutritional status
- (vii) Home environment, including home access and egress
- (viii) Participant behavior
- (ix) Psychosocial status
- (x) Medical and dental status
- (xi) Participant language

2. Care Plan

After assessing your needs, our Interdisciplinary Team will work with you and, as appropriate, your family and/or caregiver to develop your Care Plan to address your medical and personal care needs. The Team will consolidate discipline-specific assessments into a single care plan through team meetings and consensus of the entire Interdisciplinary Team. All female participants are entitled to choose a qualified specialist for women's health services from the ESP of HHSI provider network to furnish routine or preventive women's health services. Your Care Plan will include all Medicare and MassHealth covered items and services as well as other services determined necessary by the Interdisciplinary Team to improve and maintain your overall health. Some of these services may include, but are not limited to, comprehensive medical, physical, emotional, and social needs as identified in your Initial Assessment.

2. Getting the care and services included in your Care Plan

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

3. Reassessment

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

Every six months you will receive an in person reassessment by a team that includes the following professionals:

- Primary Care Physician
- Registered Nurse
- Master's Level Social Worker
- Recreational Therapist
- Any other team members actively involved in the development or implementation of your care plan, i.e. home care coordinator, physical therapist, occupational therapist, or dietician.

On an annual basis, you will receive a reassessment by the following members of the interdisciplinary team:

- Physical Therapist
- Occupational Therapist
- Dietitian
- Home Care Coordinator

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

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

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

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

If the Interdisciplinary Teams does not provide you with a timely decision concerning your request for services or if ESP of HHSI does not provide services approved by the Interdisciplinary Team as part of your revised care plan, this failure is considered a denial of services and ESP of HHSI must automatically handle your request as an appeal.

SECTION 7. Participant Grievance and Appeals Process

1. Grievance Process

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

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

The process to resolve a grievance is as follows:

- You or your representative can send us a written complaint at our general address: 1135 Morton Street, Mattapan, MA 02126 or speak with any ESP of HHSI staff person. (You or your representative could talk to our Operations Director, or our Clinical Director, a member of our medical staff or any other ESP of HHSI staff person at 617-533-2400.)
- You can send the grievance to Elder Service Plan,
- If you or your representative choose to speak with someone about your grievance, that staff member will ask you about your complaint and complete a "Participant Grievance Form" on your behalf.

- You will be given a copy of the completed "Participant Grievance Form" and a copy of the form will be given to the Interdisciplinary Team and to the Operations Director

- The Operations Director will attempt to resolve the grievance within 30 calendar days from the day the on which we receive your grievance. At that time, we will tell you verbally about the results of our investigation and the steps we have taken to address your grievance. We also will provide this information in writing.

- If the grievance is of an urgent nature and cannot be resolved quickly by the Operations Director, the ESP of HHSI Executive Director will be involved.

- At all times during the grievance process, we will protect your privacy. Confidentiality will be provided to you.

- During the grievance process, ESP of HHSI will continue to furnish you with all the required services as included in your Care plan.

All staff members can be reached at 617-533-2400

2. Appeals Process

An **appeal** is the action you may take when you disagree with ESP of HHSI decision not to cover or not to pay for a service. All of the staff at ESP of HHSI share responsibility in providing you with the comprehensive health care services identified in your Care plan as authorized by the Interdisciplinary Team. You are encouraged to file an appeal when you think ESP of HHSI has:

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

INTERNAL APPEAL PROCESS – STANDARD AND EXPEDITED APPEALS

Standard Appeals

Any decision made by ESP of HHSI to deny, reduce or terminate a service or to deny payment for a service will be provided to you orally and in writing and will include an explanation of our reasons for the denial along with an explanation of your appeal rights.

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

Elder Service Plan of Harbor Health Services
1135 Morton Street
Mattapan, MA 02126
Attention: Operations Director

Or the appeal request may be sent by FAX to the following FAX number: 617-533-2401.

Be sure to address the FAX to ESP of HHSI Operations Director.

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

- As soon as we receive your appeal request, our Executive Director of ESP of HHSI will appoint an appropriately credentialed professional who was not involved in the original decision to review your appeal.
- You and/or your representative will have an opportunity to present information related to the appeal request, in person, as well as in writing.
- ESP of HHSI will make a decision about your standard appeal request within 30 days of the day on which we receive your request.

- The ESP of HHSI Executive Director will notify you or your representative of our decision in writing.
- ESP of HHSI will address your appeal in a confidential manner.
- During the appeals process, ESP of HHSI will continue to furnish you all the required services identified in your care plan as authorized by the Interdisciplinary Team.
- For a Medicaid participant, ESP of HHSI will continue to furnish the disputed services until a decision is made on the appeal request if the following conditions are met:
 - ESP of HHSI is proposing to terminate or reduce services currently being furnished to you.
 - You request continuation with the understanding that you may be of the contested services if the determination is not made in your favor.
- If we agree with your request, ESP of HHSI will furnish the disputed service(s) as expeditiously as your health condition requires.
- If we decide that our original decision was correct, you have additional appeal rights called an “External Appeal.” The External Appeal process is explained later in this section of the Enrollment Agreement.

Expedited or “FAST” Appeal Process for Service Requests

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

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

External Appeal Process

- If we do not approve your appeal request, wholly or in part, you may have your appeal reviewed by an external reviewer through either MassHealth or Medicare’s Independent review entity.
- If you would like to have your appeal request reviewed by an external reviewer, you or your representative may contact the ESPHHSI Operations Director who will assist you in the process.
- It is our responsibility to explain to you how each of these processes work and to help you decide which external review process to use if you are entitled to both Medicaid (MassHealth) and Medicare.
- Once you have made a decision, ESPHHSI will forward your appeal request to the entity selected.
- If you have Medicare only, your external appeal will be forwarded to:

MAXIMUS Federal Services Incorporated
Eastgate Square
50 Square Dr. suite 210
Victor, New York 14560
- If you have MassHealth only, your appeal will be forwarded to:

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

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

SECTION 8. Participant Bill of Rights and Responsibilities

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

Respect and Non-Discrimination

You have a right to:

- Be free from any discrimination based on race, ethnicity, national origin, religion, sex, age, mental or physical disability, sexual orientation or source of payment. If you believe that you have been discriminated against, you may contact the Office of Civil Rights at 1-800-368-1019 or for TTY users, 1-800-537-7697 for assistance.
- Be free from harm, including physical or mental abuse, neglect, corporal punishment, involuntary seclusion, excessive medication or any unnecessary physical or chemical restraint.
- Be treated with dignity and respect.
- Receive humane care.
- Participate in the development and implementation of your care plan.
- Have reasonable access to a telephone.
- Not be required to perform services for ESP of HHSI.

Information

You have a right to:

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

Confidentiality

You have a right to:

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

Emergency Care

You have a right to:

- Access emergency health care services when and where the need arises, without prior authorization by the ESP of HHSI Interdisciplinary Team.

Treatment Decisions

You have a right to:

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

Exercising your Rights

You have a right to:

- 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.
- Have the Grievance and Appeals Process in writing and explained to you in a clear and understandable manner before enrollment, at the time of enrollment, at the time when a grievance or appeal is filed and at least annually.
- Voice complaints to the staff and outside representatives of your choice, free of any restraints, interference, coercion, discrimination, or reprisal by ESP of HHSI staff.

- Have a fair and efficient process for resolving differences with ESP of HHSI, including a rigorous system of internal review and an independent system of external review.
- Appeal any treatment decision of ESP of HHSI, its employees or contractors through the Appeal Process.
- Be encouraged and assisted to recommend changes in policies and services to ESP of HHSI staff.
- Examine, or upon reasonable request, to be assisted to examine the results of the most recent review of ESP of HHSI conducted by the Center for Medicare and Medicaid Services or the MassHealth and any plan of correction in effect.
- Disenroll from ESP of HHSI at any time.

Participant and Caregiver Responsibilities

At ESP of HHSI 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:

Participant and Caregiver Responsibilities

You have the responsibility to:

- Cooperate with the Interdisciplinary Team in implementing your care plan.
- 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 ESP of HHSI (except when you need emergency care or in certain situations, urgent care services.).
- Use only the hospitals in the ESP of HHSI network (except when you need emergency care or, in certain situations, urgent care services.).
- Take all prescribed medications as directed.
- Notify ESP of HHSI within 48 hours, or as soon as reasonably possible, if you have received emergency service from providers other than our contracted providers.
- Tell us if you are dissatisfied with care or services.
- Tell us if you disagree with our decision not to provide services, to decrease or discontinue services or to deny payment for a service you already received.
- Treat our staff with respect and consideration.
- Pay any required monthly fees on time.
- Notify ESP of HHSI verbally or in writing if you wish to disenroll and sign the disenrollment form that we provide to you.

SECTION 9. Monthly Payments

Your Monthly Bill: How much will you have to pay?

Your payment each month will depend on your eligibility for Medicare and/or Medicaid.

If you are eligible for:

- **MEDICARE AND MEDICAID or MEDICAID ONLY**
If you are eligible for both Medicare and Medicaid, or Medicaid only, you will make no monthly premium payment to *ESP of HHSI* and you will continue to receive all PACE services, including prescription drugs.
- **MEDICARE AND MEDICAID WITH A DEDUCTIBLE (SPEND DOWN) OBLIGATION**
If you are eligible for both Medicare and Medicaid, but have a deductible (spend down) obligation, you will make a monthly payment to *ESP of HHSI* equal to your deductible (spend-down) obligation.
- **MEDICARE ONLY**
If you have Medicare and are not eligible for Medicaid, then you will pay a monthly premium to *ESP of HHSI*. Your monthly premium of \$_____ starts on _____ (date). Because this premium does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$_____. You may pay both premiums together or you may contact your social worker for additional payment options.
- **PRIVATE PAY (Neither Medicare or Medicaid)**
If you are not eligible for Medicare or Medicaid, you will pay a monthly premium to *ESP of HHSI* in the amount of \$_____. Because this premium does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage in the amount of \$_____. You may pay both premiums together or you may contact your social worker for additional payment options.

Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in *ESP of HHSI* after going without Medicare prescription drug coverage or coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact your *ESP of HHSI* social worker 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, Medicaid or the amount of your Medicaid deductible (spend down) changes while you are an ESP of HHSI participant, your monthly payment will be adjusted to reflect the change.

Instructions for Making Payments to ESP OF HHSI

If you have to pay a monthly charge to *ESP of HHSI*, you must pay the money 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 month.

Payment can be made by check or money order to:

Elder Service Plan of Harbor Health Services, Inc.
1135 Morton Street Mattapan, MA 02126

Share of Cost of Nursing Facility Care:

1. If you are a MassHealth (Medicaid) member:

If the team determines that you require short term nursing facility placement, and you are expected to return to safe, independent living in the community, you may remain at the MassHealth community financial eligibility standard for a period of up to 6 months until you are able to return to your community residence. If applicable, you will continue to pay the MassHealth community deductible (spend down) amount directly to ESPHHSI.

Should you lose your community residence while you are in the nursing home, or if the team determines that your current residence is not adequate to meet your health and safety needs, you may be required to switch to permanent residency status in the nursing home until such time as you can secure an adequate community residence.

If, at any time, it is determined that you require a permanent residency in the nursing facility, you will be required to share in the costs of nursing facility care. All monthly resources, including Social Security and pensions, become payable to the nursing facility, less a **monthly** personal care allowance (currently set by MassHealth at \$72.80) which you may retain. If you are currently a recipient of SSI assistance payments and become a permanent resident in a nursing facility, your SSI payments will cease.

All share of cost payments are due and payable to the nursing facility by the tenth of each month. If you and/or your family have questions about these payments and procedures, call the ESPHHSI Business Office for assistance at 617-533-2400.

SECTION 10. Service Exclusions and Limitations

1. Any service which has not been authorized by the Interdisciplinary Team, even if it is listed as a covered benefit, **unless for emergency care or certain urgent care services.**
2. Services rendered in a non-emergency setting or for a non-emergency reason without ESP of HHSI authorization, **unless urgent care was pre-approved or urgent care was deemed approved because ESP of HHSI failed to respond to a request for approval within one hour after being contacted or could not be contacted.**
3. Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
4. Experimental, medical, surgical or other health treatments or procedures that are otherwise not Medicare covered services and are not generally accepted medical practice in the geographic area, as determined by the ESP of HHSI Medical Director.
5. Care in any hospital other than ESP of HHSI' contracted hospitals, except for emergency care, unless authorized in advance by the Interdisciplinary Team.
6. Any services rendered outside the United States, with exceptions. Please contact ESP of HHSI at 617-533-2400.
7. Services received outside the ESP of HHSI service area, (except for emergency or authorized urgently needed care).
8. Personal comfort items provided such as: private room and private duty nurse, unless medically necessary and any non-medical items for your use such as telephone charges or TV rental.

SECTION 11. General Provisions

1. **Changes to Agreement:** Changes to this agreement may be made if they are approved by both CMS and MassHealth. We will give you at least 30 days written notice of any change.
2. **Continuation of Services on Termination.** If our agreement with CMS and MassHealth is discontinued for any reason, you will continue to be entitled to coverage under Medicare Parts A and/or B and/or Medicaid. If that happens, we will help transition your care to other providers in your community.
3. **Cooperation in Assessments:** In order for us to determine the best services for you, your full cooperation is required in providing us with medical and financial information.
4. **Governing Law:** ESP of HHSI is subject to the requirements of the Commonwealth of Massachusetts, MassHealth and the US Department of Health & Human Services, Centers for Medicare & MassHealth Services. Any provision required to be in this agreement shall bind ESP of HHSI whether or not it is specifically included in this document.
5. **No Assignment:** You can not 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.
6. **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 Elder Service Plan, 1135 Morton Street, Mattapan, MA 02126
7. **Notice of Network/Provider Contract changes:** We will give you reasonable notice of any changes in our provider network that could have an affect on the services you receive. This includes hospitals, physicians or any other person with whom we have a contract to provide services or benefits. We will arrange for you to receive services from another provider.
8. **Policies and Procedures Adopted by ESP of HHSI:** We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.

9. ***Your Medical Records:*** It may be necessary for us to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, other practitioners or 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.
10. ***Who Receives Payment Under this Agreement?*** Payment for services provided and authorized by the Interdisciplinary Team under this contract will be made by ESP of HHSI directly to the ESP of HHSI provider. **You cannot be required to pay anything that is owed by ESP of HHSI to selected providers. However, payment for unauthorized services, except in case of emergency or urgently needed care, will be your responsibility.**
11. ***Authorization to Take and Use Photographs:*** As part of the routine administration of this plan, photographs of participants may be taken for purposes of identification. We will not use these photographs for any other purpose unless we get written permission from you or your legal representative.

SECTION 12. Definitions

1. **Benefits and Services** means the health and health-related services we provide through this Enrollment Agreement and your individualized Care plan as authorized by our Interdisciplinary Team. These services include the benefits you would otherwise receive through Medicare and/or MassHealth plus additional services.
2. **Enrollment Agreement** means this agreement between you and ESP of HHSI, which establishes the terms and conditions of enrolling with ESP of HHSI and describes the benefits available to you.
3. **Eligible for Nursing Facility Care** means that your health status, as evaluated by the ESP of HHSI Interdisciplinary Team and determined by MassHealth or its agent meets the State of Massachusetts' criteria for nursing facility care. You must be eligible for nursing facility care to be accepted as a participant in ESP of HHSI.
4. **Emergency Medical Condition** means one that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, 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.
5. **ESP of HHSI** means the Elder Service Plan of the Harbor Health Services, Inc. ESP of HHSI provides health and health-related care on a prepaid basis to individuals age 55 and older residing in the service area that meet our eligibility requirements and choose to enroll in our program. The words "we," "our," and "us" also refer to ESP of HHSI.
6. **ESP OF HHSI Contracted Provider** means a health facility, health care professional, or agency, which has contracted with ESP of HHSI to provide health and health-related services to ESP of HHSI participants.
7. **ESP OF HHSI Physician** means a physician who is either employed by ESP of HHSI or has contracted with ESP of HHSI.
8. **Exclusion** means any service or benefit that is not authorized by the Interdisciplinary Team and /or covered under this Enrollment Agreement. For example, Emergency Services are covered without prior approval, but non-emergency / non-urgent services received without authorization by the ESP of HHSI Interdisciplinary Team are excluded from coverage. You would have to pay for any such unauthorized services.
9. **Health Services** means services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry and audiology. Health services may be provided at ESP of HHSI' adult day health/primary care center, in your home, in professional offices of specialists or nursing facilities under contract with ESP of HHSI.

10. **Health-related services** mean those services, which support health services and help you maintain your independence. These services include personal care attendant, homemaker/chore assistance, recreational therapy, escort, translation, transportation, home-delivered meals, help in handling your money and paying your bills, and assistance with housing problems.
11. **Hospital services** mean those services that are generally and customarily provided by acute general hospitals.
12. **Interdisciplinary Team** means ESP of HHSI' professional team consisting of a physician, nurse practitioner, social worker, registered nurse, dietitian, physical, recreational and occupational therapists, health aides and other team members.
13. **Medicaid Deductible (Spend Down)** means that if your income exceeds the Medical Assistance (MassHealth) standards, the amount in excess is considered your monthly liability for any medical expense incurred. MassHealth multiplies the excess by six because your eligibility is based on a six-month period. The amount is called your Medicaid deductible (spend down).
14. **Monthly Payment** means the amount, if any; you must pay each month in advance to ESP of HHSI to receive benefits under this contract.
15. **Nursing Facility** means a health facility licensed by the Massachusetts Department of Public Health.
16. **Non-Compliance** refers to a situation where a participant who has decision-making capacity consistently refuses to comply with his or her individual care plan or the terms of this Enrollment Agreement, including repeated failure to follow medical advice and repeated failure to keep appointments.
17. **Out-of-Area** means any area beyond ESP of HHSI' service area.
18. **Participant** means a person who is enrolled in the ESP of HHSI. The words "you", "your", or "yours" used in this agreement refer to a participant.
19. **Service Area** means the areas of Avon, Boston and its neighborhoods, Braintree, Brookline, Canton, Dedham, Holbrook, Milton, Norwood, Quincy, Randolph, Sharon, Stoughton, Weymouth
20. **Service Location** means any location at which you receive any health or health-related service under the terms of this Enrollment Agreement.
21. **Urgent Care** is one in which medical services are required promptly to prevent impairment of health due to symptoms that a prudent lay person would believe required immediate attention, but are not life-threatening and do not pose a high risk of permanent damage to an individual's health.

Attachment A

**ELDER SERVICE PLAN OF HARBOR HEALTH SERVICES, INC
Enrollment / Authorization Form**

Name: _____ Date of Birth: _____ Sex: _____

Address: _____

Telephone Number: _____

Health Insurance Identification/Claim Numbers:

MassHealth Number: _____

Medicare Number: _____ Part A _____ Part B _____

Other insurance information, if applicable:

Primary Caregiver

Name: _____ Relationship to Participant _____

Address _____ Telephone #: _____

Are you the health care Proxy? _____

If not, please put name if available. _____

Important Notice: The benefits under this contract are made possible through a special agreement among Elder Service Plan of the Harbor Health Services, Inc., the US Department of Health & Human Services, and Centers for Medicare & Medicaid Services and the Commonwealth of Massachusetts, MassHealth. When you sign this agreement, you are agreeing to accept services exclusively from ESP of HHSI in place of the usual Medicare and Medicaid benefits. ESP of HHSI will provide Medicare and Medicaid covered services and additional ones authorized by your Interdisciplinary Team.

Please examine the Enrollment Agreement carefully. You are under no obligation to enroll in our plan. Your coverage under ESP of HHSI will be effective the 1st day of the month following the month in which you sign. If you choose to disenroll, or are involuntarily disenrolled during the month you must continue to receive services from ESPHHSI through the effective date of your disenrollment, which is the end of the month. You may be liable for service received outside of the PACE program agreement while still enrolled in PACE. You may cancel your enrollment if you notify ESP of HHSI before the effective date noted on page 3.

I have received, read, and understand the Enrollment Agreement Terms and the conditions in the contract have been explained to me. I have been given the opportunity to ask questions. All my questions have been answered to my satisfaction. I agree to participate in the Elder Service Plan of the Harbor Health Services (ESP of HHSI) according to the terms and conditions in the contract as a participant; I agree to receive all health services and health-related services from the ESP of HHSI and its network of providers except emergency services.

The following information has been provided to me and discussed with me:

_____ Grievance/Appeal Process

_____ Participant Rights

_____ My Initial Service Plan

I authorize the exchange of information between the Centers for Medicare & Medicaid Services (CMS), the State administering agency (MassHealth) and the ESP of HHSI.

I understand that my cost to remain enrolled with HH ESP will be \$ _____ per month and will be subject to change at least annually due to changes in my income and Medicare and Mass Health regulations. I will receive annual notifications of such changes.

I understand that the effective date of my enrollment with ESP of HHSI will be: _____

Print Name of Participant or Designated Representative

Signature of Participant or Designated Representative

Date

Print Name of Guardian

Signature of Guardian

Date

Print Name of witness

Signature of witness

Date