

PACE of Cincinnati  
**Program of All-Inclusive Care  
for the Elderly (PACE)**  
*Enrollment Agreement*

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## **WELCOME TO PACE OF CINCINNATI**

Welcome to PACE of Cincinnati. We are honored to serve you and look forward to partnering with you in your choice of care.

This document is your Enrollment Agreement (referred to here as the “Agreement”) which explains our PACE program and what kind of care we can provide for you. If you choose to enroll, you will sign the Agreement Signature Sheet and complete the enrollment process. By signing the Agreement Signature Sheet you are indicating that you agree for PACE to be your sole provider for care, except in emergency situations. PACE will provide you access to all services covered by Medicare and Medicaid.

When you enroll and are admitted into our PACE program, you become a “Participant.” PACE is committed to helping you be as healthy as possible, for as long as possible, in your own home and community. We will do our best to help you continue to do the things you enjoy.

This Agreement is available in other languages. Interpreter services are available to you at any time free of charge, including during your care at the PACE Center. You can call 513-862-7223 if you need interpreter services.

This Agreement is designed to help you better understand our PACE program, including the benefits and your rights and responsibilities, as well as who may be eligible to join or become a Participant. Our PACE program offers care and services to eligible individuals living in Hamilton County, OH.

### ***Questions About the Enrollment Agreement, or Our PACE Program?***

**Call us!**

**513-862-7223(PACE)**

**TTY: 7-1-1**

## **DEFINITIONS**

**The following Definitions are terms commonly used in the Agreement. They may not appear in capitals or bold lettering in the Agreement.**

**BENEFITS AND COVERAGE** - means the health and health-related services and benefits you receive from our PACE program after the Agreement is signed.

You must sign the Agreement to complete the enrollment process of becoming a PACE of Cincinnati Participant and to receive PACE benefits. Your enrollment begins on the 1<sup>st</sup> day of the month after you sign the Agreement. By signing the Agreement you are indicating that you agree for PACE to be your sole provider for care, except in emergency situations. PACE will guarantee you access to all services covered by Medicare and Medicaid.

PACE participants receive care and services in exchange for payment from a participant's Medicare, Medicaid, or from other pay arrangements. The words "we," "our," "us" also means PACE of Cincinnati.

Enrollment in PACE results in disenrollment from any other Medicare or Medicaid pre-payment plan or optional benefit. Electing enrollment in any other Medicare or Medicaid pre-payment plan or optional benefit, including the Hospice benefit, after enrolling as a PACE participant is considered a voluntary disenrollment from PACE. If a Medicaid-only or private pay participant becomes eligible for Medicare after enrollment in PACE, the participant will be disenrolled from PACE if he or she elects to obtain Medicare coverage other than from the participant's PACE organization.

PACE services and benefits replace the medical care you otherwise would receive through Medicare and/or Medicaid. This is done through a special arrangement between PACE of Cincinnati, Medicare (Centers for Medicare and Medicaid Services) and Medicaid (Ohio Department of Aging). PACE benefits are the same benefits you would receive under Medicare/Medicaid.

**OHIO DEPARTMENT OF AGING (ODA)** – means the Ohio state agency responsible for administering the PACE program.

**PACE OF CINCINNATI** - means the Program of All-Inclusive Care for the Elderly operated in Hamilton County, Ohio.

**PACE OF CINCINNATI PROVIDER**- means a provider who either works directly for PACE of Cincinnati or has signed an agreement with PACE of Cincinnati to provide medical care services or other approved services as one of our 'in-network' group of providers.

**ELIGIBLE FOR NURSING HOME CARE** - means that your health condition meets eligibility criteria for a Nursing Facility under Ohio OAC 5160-03-08.

**EMERGENCY MEDICAL CONDITION** - means a medical condition that is so severe (including severe pain) that acute symptoms of sufficient intensity (including severe pain) exist such that a person with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in the following: 1) a serious jeopardy to the health of the participant, 2) a serious impairment to bodily function, and/or 3) a serious dysfunction of any bodily organ or part. Examples of emergencies include problems breathing, chest pains, or bleeding that is hard to stop.

**ENROLLMENT AGREEMENT or AGREEMENT**- means this booklet that explains PACE of Cincinnati, who is eligible to be a Participant, how to enroll, how to cancel enrollment, what kind of care we provide, your rights, and all other rules and requirements of PACE of Cincinnati. It includes the Enrollment Agreement Signature Sheet, the form or contract at the end of this Agreement that you must sign before you can be enrolled as a participant in PACE of Cincinnati.

You should read this Agreement and ask questions about it before signing the Enrollment Agreement Signature Sheet. By signing the Agreement, it means you have read and understand the Agreement, have had all your questions answered, that you voluntarily desire to become enrolled as a participant, that you agree for PACE to become your sole provider of care and receive all of your medical care from PACE of Cincinnati, and that enrollment in PACE will disenroll you from current Medicare and Medicaid health plans, including Hospice.

**HEALTH SERVICES** - means services such as medical care, diagnostic tests, medical equipment, appliances, medications, prosthesis and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, audiology, and all services covered by Medicaid and/or Medicare. Health services may be provided at the PACE Center, in your home, or in the offices or locations of specially trained providers, hospitals, or nursing homes that have agreements with PACE of Cincinnati to provide such services to its participants.

**NON-HEALTH-RELATED SERVICES** - means non-medical care type services, including personal care, homemaker/chore attendant, recreational therapy, transportation, home-delivered meals, benefits management, and housing assistance.

**HOSPITAL SERVICES** - means care and services generally provided in a hospital.

**MONTHLY CHARGE** - means the amount you must pay, if any, on the first day of every month to PACE of Cincinnati to receive benefits as an enrolled Participant.

**NURSING HOME** – A nursing home is licensed by the Ohio Department of Health to provide personal care services and skilled nursing care.

**PACE CARE TEAM or PACE TEAM** - means the PACE of Cincinnati interdisciplinary professional team, which is made up of a primary care provider (physician, physician assistant, or nurse practitioner), social worker, registered nurse, home care coordinator, physical therapist, recreational therapist, occupational therapist, PACE center manager, home care coordinator, personal care attendant, transportation coordinator and dietitian. Other disciplines may be added to your PACE Team depending on your needs. The PACE Team will review your medical, physical, emotional, and social needs and develop a treatment plan for the care you need. While a participant in the PACE program, all services and care you receive must be approved in advance by a PACE Team member. From time to time, your PACE Team will meet to talk about your needs, decide if your needs have changed, get your input on how you feel you are doing, and change your treatment plan to meet your needs if necessary.

**PARTICIPANT** - means an individual who has signed the Enrollment Agreement and is enrolled in PACE of Cincinnati. The words “you”, “your”, or “yours” also mean Participant.

**SERVICE AREA** – Hamilton County, Ohio.

**SERVICE LOCATION** - means any location in the Service Area where a Participant can receive Health Services or Non-Health Related Services listed in the Participant’s Enrollment Agreement.

**URGENT CARE SERVICES** – means necessary medical services for a sudden illness, injury, or worsening of a condition that requires immediate attention but is not severe enough to require emergency room care.

## WHAT IS PACE OF CINCINNATI?

PACE of Cincinnati is a Program of All-inclusive Care for the Elderly (“PACE”), a managed care model that provides all covered Medicare and Medicaid services for people who are 55 years of age and older and qualify for enrollment. PACE schedules and coordinates all care for participants in the program, including all medical care appointments with doctors, nurses, dentists, eye care, and other specialized professionals. The PACE program also operates a PACE Center where members (also called “participants”) receive meals, socialize with other adults, participate in activities, and most importantly, receive needed medical care. PACE also schedules and provides transportation to and from the Center, as well as all needed medical appointments.

PACE is different from other kinds of healthcare programs. PACE is a managed care program specifically designed to help participants live at home as independently as possible for as long as possible. PACE coordinates and manages all of a participant’s medical, social, and cultural needs. The goal of PACE is to meet all needs so the participant can enjoy the highest, most independent quality of life while living at home.

PACE of Cincinnati would be honored to serve you. We provide care and services based on your particular care needs, with the goal of encouraging and supporting your independence to live in your own home for as long as possible. Our PACE Care Team is available to you 24 hours a day, 7 days a week, 365 days a year. Our PACE Care Team will monitor your health, look for changes in your condition, and provide all of your medical care either directly or in partnership with medical specialists and other care facilities, like hospitals, urgent care facilities, and nursing homes. Our ‘in-network’ group of providers includes hospitals, nursing homes, and other specialized medical services such as audiology, dentistry, vision, psychiatry, and speech therapy. We are your ‘one-stop shop’ for medical care.

If a participant temporarily or permanently needs a higher level of care outside the home, such as hospital care, nursing home care, or assisted living care, PACE of Cincinnati will help a participant make that decision, and then provide this care through health providers in our PACE “network.” To be in our network, a health provider must sign a contract with us.

***PACE becomes a participant’s primary care medical team.  
We want to become YOUR primary care medical team!***

## DOES MEDICARE, MEDICAID, OR OTHER INSURANCE PAY FOR PACE?

- If you are eligible for Medicare and/or Medicaid, PACE will replace your participation in the standard Medicare and/or Medicaid programs. Medicare and/or Medicaid will make one payment each month to PACE to **provide all of your care**. PACE will provide all the services you normally receive through Medicare and Medicaid and may provide additional benefits. This includes all prescription drug benefits under Medicare Part D, or Medicare and Medicaid (if you are dually eligible). In PACE, you do not have to pay any additional co-payments or deductibles.
- If you are eligible for Medicare but **not** Medicaid, you will be required to pay PACE a monthly amount equal to what Medicaid would normally pay us.
- You may have other insurance benefits that will cover PACE. This is explained in more detail on Pages 17-19 of this Agreement.



## ACCESSING OUR SERVICES

### **Intake:**

Intake begins when you (or someone in your family or other referral source) calls or visits PACE of Cincinnati. At this time, we will review your eligibility for our PACE Program. We will also schedule an in-person meeting to better assess your medical and other needs to decide the best way to meet them and to determine the best place for you to receive them.

To be eligible for the PACE of Cincinnati program, you must be:

- At least 55 years of age or older
- Certified by the Ohio Department of Aging (ODA) to need nursing home-level care
- Able to live safely in the community at the time you enroll with PACE
- Live in Hamilton County, Ohio.

### **Assessment:**

During your scheduled in-person meeting with our PACE Care Team, you will learn more about:

- Eligibility guidelines for enrollment as a participant in PACE of Cincinnati.
- What is included in our Enrollment Agreement with you.
- How our PACE program works, including the services we offer, our vendor network, our PACE Care Team staff, and contact information..
- The amount you will be required to pay each month, if any.
- Answers to your questions.

We also will ask you for written permission to obtain your medical and financial information and eligibility status for Medicare and Medicaid. The PACE Care Team will review your medical records and assessments and develop a recommended plan for your care, specialized just for you and with your input, so that you can live as independently as possible with a high quality of life at the place you call 'home.' A PACE Care Team member will send your information to the Ohio Department of Aging, the State agency that certifies your eligibility to participate in our PACE program. If you are ineligible for PACE because it is determined that you do not need nursing facility level of care, or if your enrollment is denied because it is determined that you are not able to live safely in the community, PACE of Cincinnati will notify you of the reason for the denial and refer you to other health care services or insurance plans as appropriate.

### **Enrollment Process:**

***If you decide to enroll in PACE, it is important that you understand and agree to receive ALL of your health care from our PACE Care Team and approved in-network providers.*** We will become your primary medical care team.

We will schedule an Enrollment Meeting with you. You should bring this Agreement to the Enrollment Meeting, along with the family, caregiver and other person(s) you want involved in your care (if applicable).

At the Enrollment meeting, a PACE Care Team member will discuss:

- Your individualized plan of care and how PACE of Cincinnati intends to meet your care needs.
- Your monthly payment for PACE, if any. Medicare and Medicaid covers 100% of PACE services, subject to certain restrictions explained later in this Agreement.
- Who to contact with questions about PACE of Cincinnati or services you receive.
- Your individual schedule for transportation and visits to our PACE Center (where you will receive meals, activities, socialization, and medical care).

After you have reviewed this Agreement and all of your questions have been answered, if you still would like to enroll as a participant in our PACE program, you will sign the Enrollment Agreement Signature Sheet at the end of the Agreement.

After signing it, you will receive:

- PACE of Cincinnati Center Information and PACE Care Team contact information, including our 24/7 number to call, and a PACE of Cincinnati Membership Card including contact information.
- A copy of the signed Enrollment Agreement.
- Emergency information to post in your home that identifies you as a PACE of Cincinnati participant and explains how and when to access emergency services.
- Your PACE of Cincinnati Contracted Providers List.
- A Confidentiality Statement.
- A Participant Liability Form.
- A Consent to Treat Authorization Form.

Your enrollment begins on the 1<sup>st</sup> day of the month after you sign the Agreement. By signing the Agreement you are indicating that you agree for PACE to be your sole provider for care, except in emergency situations. PACE will guarantee you access to all services covered by Medicare and Medicaid.

### **Denial of Eligibility For PACE**

If your enrollment was denied because our assessment determined that you are not able to live safely in the community, or if you are ineligible to enroll because your assessment showed you do not need a nursing home level of care, you may file a written appeal to:

**Ohio Department of Job and Family Services (ODJFS)**  
**Bureau of State Hearing (BSH)**  
**PO Box 182825**  
**Columbus, Ohio 43218-2825**  
**Phone: (614) 728-9574**  
**Or local: (866) 635-3748**  
**Fax: (614) 728-9574**  
**Submit online: [BSH@jfs.ohio.gov](mailto:BSH@jfs.ohio.gov)**

**Please know that if you do not qualify to enroll in our PACE Program, your current eligibility for Medicare and/or Medicaid will not be affected.**

## WHAT BENEFITS DO I RECEIVE UNDER PACE AND WHAT DOES IT COVER?

PACE of Cincinnati is a managed care model that provides all covered Medicare and Medicaid services. Except under specific circumstances, your medical care will be provided directly by PACE of Cincinnati. If medical care is needed from a specialist, a hospital, or a nursing home, we will make arrangements for this care through our in-network group of providers and vendors, while still remaining involved in your care. PACE will also care for you through our in-home service programs, which may include one or more of our network vendors. ***Remember, your PACE Care Team must approve all care and services you need first, before you receive them, for those services to be covered under your PACE benefits.*** This includes a second opinion about your care. If you would like a second opinion from a different healthcare provider, please ask us first.

## THE PACE CENTER AND TRANSPORTATION

Our PACE Center is located at:

**PACE of Cincinnati  
4850 Smith Road  
Cincinnati, OH 45212  
513-862-7223(PACE)  
TTY: 7-1-1**

**Center Hours: 8:30 a.m. to 5:00 p.m. EST Monday through Friday**

Our PACE Center hours, including our on-site medical clinic, are from 8:30 a.m. to 5:00 p.m. EST, Monday through Friday, excluding nationally recognized holidays\*. We are always available by phone, 24/7, including after normal PACE Center hours and on weekends: call us at 513-862-7223.

If you need transportation to or from our Center, we will arrange it or transport you in our PACE Center van. For our drivers' and PACE Care Team's scheduling purposes, we ask you to attend the PACE Center on your scheduled visit day(s) when possible. If you cannot, we ask that you please contact us at 513-862-7223 **BEFORE or no later than 7 a.m. EST** on your scheduled day of attendance.

The PACE of Cincinnati Center is closed and no Center services will be provided on the following nationally recognized holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve
- Christmas Day

Your PACE Care Team will help you plan in advance of such holidays to make sure your needs are managed while the PACE Center is closed. We are also available by phone, 24 hours a day, 7 days a week, 365 days a year, at 513-862-7223.

### **What if the Weather is Bad?**

If weather or other unexpected circumstances require us to change our normal operations and hours of service or cancel medical appointments, we will notify all PACE participants who are scheduled for transportation and/or a medical appointment, and we will make alternative arrangements for your medical care, appointments, and other required services, if needed. We will also notify your family and/or caregivers, if applicable. Please call us with questions or for updates, twenty-four (24) hours a day, seven (7) days a week, 365 days a year, at 513-862-7223.

### **THE PACE OF CINCINNATI CARE TEAM**

Your PACE of Cincinnati Care Team will include the following person(s):

- The **Center Manager** who manages the day-to-day operations of the Center.
- The **Primary Care Provider** is the physician, physician assistant, or nurse practitioner who will manage all your primary medical care.
- Staff **Nurses** who will manage and handle your nursing care needs, working closely with your primary care provider.
- **Certified Nursing Assistants** who will help you with your personal needs, such as bathing, walking, and eating.
- **Home Care Coordinators** who will schedule services needed in your home, including certified nursing assistant services and any equipment you may need.
- The **Dietician** who manages our food services program and your nutritional needs.
- **Social Workers** who provide needed social support services and serve as a resource for help with family/caregivers and emotional issues.
- The **Physical Therapist** who works to help improve your physical and functional quality of life through muscle movement and exercise, and instruction on equipment you may need, like a wheelchair or a walker.
- The **Activity Coordinator** or the **Recreational Therapist** who uses recreation-based activities designed to improve mobility, socialization, and your overall emotional well-being.
- The **Occupational Therapist** who helps you continue things you enjoy independently, like combing or brushing your hair, feeding yourself, or writing your name.
- The **Transportation Coordinator** who manages your transportation needs. The Transportation Coordinator schedules your travel time and your drivers' routes and will let you know if your driver is running late.
- The **Transportation Drivers** who will pick up and return you home, where you live, for rides to the Center, activity outings, and medical appointments.

## PACE OF CINCINNATI BENEFITS AND COVERAGE

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

### PACE Interdisciplinary Care Services

All participants receive an initial comprehensive assessment and care plan upon enrollment and are reassessed on a semi-annual basis or more often, as necessary. The care plan is revised and updated upon reassessment. PACE of Cincinnati provides interdisciplinary care at home and at the PACE Center. Interdisciplinary care includes:

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

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

- Medical specialty services include, but are not limited to: anesthesiology, cardiology, dentistry, dermatology, gastroenterology, gynecology, internal medicine, nephrology, neurosurgery, oncology, ophthalmology, oral surgery, orthopedic surgery, otorhinolaryngology, rheumatology, psychiatry, pulmonology, radiology, rheumatology, general surgery, thoracic and vascular surgery, and urology.
- Laboratory tests, X-rays, and other diagnostic procedures
- Prescription drugs and over-the-counter drug items as ordered by a network provider and obtained through a network pharmacy. Note, once you enroll, PACE of Cincinnati becomes your Part D prescription drug plan.
- Pharmacy consulting services
- Prostheses, orthotics, and durable medical equipment and repairs
- Podiatry and routine foot care
- Mental health services, including substance use disorders
- General dental care to include restorative dentistry, fillings, temporary or permanent crowns, prosthetic appliances, complete or partial dentures, oral surgery including tooth extraction, or the removal or repair of soft and hard gum tissue.
- Vision care, including examinations, treatment and corrective devices such as eyeglasses

- Audiology, including hearing aids, repairs, and maintenance

#### Home Health and Home Care Services

- Personal care and home health aide services
- Homemaker/chore services
- Home-delivered meals and special diets
- Personal emergency response systems, as appropriate
- Home delivery of medications, as appropriate

#### Non-Health Related Services

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

#### Hospital Services

- General medical and nursing services
- Surgical care, including anesthesia
- Emergency room care and treatment room services
- Laboratory tests, x-rays, and other diagnostic procedures
- Drugs and biologicals
- Blood and blood derivatives
- Oxygen
- Physical, occupational, and respiratory therapies
- Medical social services and discharge planning
- 911 Emergency Services including ambulance transport

## Nursing Home Services

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

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

## Palliative and End of Life Services

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

## OUR CONTRACTED PROVIDERS AND VENDORS

Your PACE Care Team will provide most of your medical care at the PACE Center or in your home. If you need medical care or other PACE services outside the PACE Center or your home, we will provide those services through contracted healthcare providers and vendors in our network. Contracted services will include, but are not limited to, hospitals, emergency departments, urgent care centers, skilled nursing facilities, assisted living facilities, physician specialists, and ancillary service providers. We include a list of our in-network providers and vendors in your enrollment packet. This list is updated as needed and sent to you each year. You can request to see this list at any time. It is also available on our website at [www.paceofcincinnati.org](http://www.paceofcincinnati.org)

## YOUR PACE CARE TEAM MUST FIRST AUTHORIZE YOUR CARE

If our PACE Care Team determines you need services from a PACE in-network service provider, PACE will authorize services for your care. Except for emergency care, ***your PACE Care Team must approve all services before you receive them; otherwise, PACE may not cover these services and you may be responsible for payment.***

## CARE QUESTIONS, EMERGENCY, AND URGENT CARE SERVICES

We are your primary medical team, dedicated to addressing your needs. ***Your PACE Care Team is available 24/7 by phone at 513-862-7223.*** Emergency and PACE Center information is also listed on the back of your PACE identification card. Please call us!

**If at any time you believe your problem is a matter of life or death, please call 911 and notify us as soon as you are able at 513-862-7223. This means you should notify your PACE Care Team within 24 hours of the event or as soon as your condition permits.**

### **Emergency Medical Attention**

You may need Emergency Medical Attention if your symptoms are severe enough (including pain) that you reasonably anticipate immediate serious harm to your health, such as serious problems breathing, chest pain, or bleeding that is hard to stop.

Ask yourself the following questions:

- Do I need help on-the-spot, right now because of an injury or sudden illness?
- Does the time required to reach PACE of Cincinnati staff mean I could risk permanent damage to my health?
- Could I die?

If you answer “YES” to any of these questions, you may need immediate emergency care from the closest and fastest source possible, including an ‘out of network’ hospital. Please get the emergency help you need as quickly as possible. If this occurs, PACE will cover your emergency treatment costs, regardless of where you receive that treatment. PACE may also cover the cost of Urgent Care Services, which are different than Emergency Medical Attention. Please contact PACE if you need Urgent Care Services. More information on Urgent Care Services is provided in the next section.

If you receive Emergency Medical Attention from a hospital that is ‘out of network’, we do have the right to transfer you, when safe, to an in-network hospital or care provider.



### **What if I Mistakenly Pay for Emergency Medical Care?**

If you paid for Emergency Medical Care from an 'out of network' PACE provider or hospital, we will reimburse you with proof of a receipt showing:

- The physician/hospital name
- Your medical condition treated
- The treatment you received
- The start and end date of treatment
- Cost

For reimbursement, send your reimbursement request and receipt to:

**PACE of Cincinnati  
4850 Smith Road  
Cincinnati, OH 45212**

**NOTE:** PACE of Cincinnati will not cover or pay for any type of care or services outside of the United States, except as may be permitted by Medicare and Ohio Medicaid.

### **WHAT IF I NEED CARE QUICKLY BUT IT'S NOT AN EMERGENCY?**

If you have a non-life-threatening health issue that requires immediate attention, PACE of Cincinnati will help you access the necessary care. This is called Urgent Care. Urgent Care may be needed for a sudden illness, injury, or worsening of a condition that requires immediate attention but is not severe enough to require emergency room care.

Some examples of conditions that may require Urgent Care services include a fever that won't go away, a severe sore throat or cough, an ear infection or ear pain, a cut that may need stitches, or a rash that's worsening.

Please contact PACE of Cincinnati immediately at 513-862-7223 if you believe you require Urgent Care services. PACE of Cincinnati will work with you to make sure you get fast and safe care, even if it's not a life-threatening emergency.

## WHAT IF I AM INVOLVED IN AN ACCIDENT?

If you are injured by someone else's actions, such as an automobile accident, and need **non-emergency** medical care, please call PACE of Cincinnati at **513-862-7223** immediately. We will coordinate your care.

If you receive any payment from the person/other party (or their insurance company or someone else paying on their behalf) who injured you, Medicare and/or PACE of Cincinnati has a right to reimbursement for the costs we spent to care for your injuries.

## IMPORTANT REMINDERS, EXCLUSIONS, AND LIMITATIONS

By enrolling in PACE of Cincinnati, we become your primary medical care provider. This means you will receive **all** of your health care from our PACE Care Team and in-network group of providers and vendors. For your health care costs to be covered, **except in emergencies, our PACE Care Team must first authorize all of your care and services before you receive them.** You may request additional services either orally or in writing to any employee or contractor of PACE of Cincinnati that provides direct care to you in your residence, the PACE Center, or while being transported on a PACE van.

PACE of Cincinnati **does NOT cover** the following costs:

- Cosmetic surgery, which does not include surgery that is required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
- Experimental medical, surgical, or other health procedures.
- Services outside of the United States, except as may be permitted under Ohio's approved Medicaid plan or by Medicare. (The United States includes the 50 states, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.)

**NOTE:** If a service or treatment is not covered by PACE of Cincinnati, your PACE Care Team will discuss available options.

## PARTICIPANT PAYMENT FOR PACE SERVICES

Your monthly payment will depend on your eligibility for Medicare and Medicaid. If you are eligible for:

### **MEDICARE ONLY:**

- If you have Medicare Part A and Part B but are NOT eligible for Medicaid, you will pay a monthly payment to PACE of Cincinnati of \$\_\_\_\_\_ as of \_\_\_\_\_ (date).
- If you have Medicare Part A but NOT Part B and are NOT eligible for Medicaid, you will pay a monthly payment to PACE of Cincinnati of \$\_\_\_\_\_ as of \_\_\_\_\_ (date).
- If you have Medicare Part B but NOT Part A and are NOT eligible for Medicaid, you will pay a monthly payment to PACE of Cincinnati of \$\_\_\_\_\_ as of \_\_\_\_\_ (date).
- If you have Medicare Part D but are NOT eligible for Medicaid, you will pay an additional monthly payment to PACE of Cincinnati of \$\_\_\_\_\_ as of \_\_\_\_\_ (date).
- If your eligibility for Medicare/Medicaid programs changes while you are a PACE of Cincinnati Participant, your monthly charge will be changed according to the statements above. Ask a representative of PACE of Cincinnati for more information.

If you have Medicare Part B, you will still pay the monthly bill to the Social Security Administration (SSA) as applicable.

### **MEDICARE AND MEDICAID:**

You pay no premiums to PACE of Cincinnati, however, you may be responsible for any amounts due under post-eligibility treatment of income.

### **MEDICAID ONLY:**

You pay no premiums to PACE of Cincinnati.

### **NEITHER MEDICARE NOR MEDICAID (private pay)**

If you are not eligible for Medicare or Medicaid, you will pay a monthly payment to PACE of Cincinnati of \$\_\_\_\_\_ as of \_\_\_\_\_ (date).

**NOTE:** The above amounts include payment for all prescription drugs covered under Medicare Part D and are subject to change by PACE of Cincinnati with 30 days' advance written notice to you. If a monthly payment is required, your payment to PACE of Cincinnati is due the first day of each month. Payment can be made by check, money order, or cash and should be sent to:

**PACE of Cincinnati  
4850 Smith Road  
Cincinnati, OH 45212  
Attn: Billing Office / Administrator**

**PRESCRIPTION DRUG COVERAGE LATE ENROLLMENT PENALTY**

If you are eligible for Medicare prescription drug coverage and are enrolling in PACE of Cincinnati 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. Contact your PACE of Cincinnati social worker for more information.

**PAYMENTS FOR A LONG-TERM CARE FACILITY STAY**

If you have Medicaid and you receive care in a long-term care facility, you may be responsible for paying a share of the cost, as determined per State of Ohio requirements. You will pay this share of cost to PACE of Cincinnati but will be allowed to keep a monthly personal needs allowance as determined by ODA. We will pay for your facility stay and continue to provide your medical care.

There are exceptions to you paying us this amount, for example, when your spouse or disabled adult child will continue to live in your home during your long-term care facility stay.

PACE of Cincinnati will notify the Ohio Department of Job and Family Services (JFS) to determine what, if anything, you will be required to pay us, should you need long-term care facility services. If you do not pay us what Medicaid determines you owe, your eligibility for Medicaid and enrollment as a PACE participant with us could be affected. These same rules apply to any person who receives Medicaid assistance and receives care in a long-term care facility.

**COORDINATING OTHER INSURANCE BENEFITS YOU MAY HAVE**

When you enroll in PACE, our Team will ask whether you have Medicare, Medicaid, and any other type of insurance coverage (e.g., medication coverage, workers' compensation, pension plan health coverage, etc.). PACE is responsible for coordinating all insurance payments for your medical care claims. If you receive a medical care payment from an insurance company, you must inform us of this payment and may be responsible for reimbursing us this amount.

**WHAT IF I PAY LATE?**

If you are required to make any monthly payment to us, your payment to PACE of Cincinnati is due the first day of each month. If you have not paid your monthly bill by the 10<sup>th</sup> day of the month, one of our staff will notify you. If we still do not receive your payment after a 30-day grace period and you have not made arrangements with us to pay the overdue amount, unfortunately, the involuntary disenrollment process will be initiated. *Please see the "Involuntarily Leaving PACE of Cincinnati" Section of this Agreement for more detail.*

## **CAN I CANCEL MY ENROLLMENT IN PACE?**

Yes, you can cancel (disenroll) at any time and for any reason, and your disenrollment will be effective on the first day of the month following the date you tell us you want to disenroll. While not required, it is helpful if you let us know 30 days in advance of the disenrollment date. You will continue to be enrolled and receive services from PACE of Cincinnati until your effective disenrollment date. Your PACE Care Team will help you plan for the transition of your care and notify Medicare and Medicaid of your decision to disenroll from our PACE program. *Please see the “Termination of PACE Benefits/Leaving the PACE Program” Section of this Agreement for more detail.*

**Note: You may not enroll in or disenroll from PACE at the Social Security Office.**

## **CONFIDENTIALITY AND RELEASE OF INFORMATION**

At PACE of Cincinnati, we (along with our contracted or ‘in-network’ providers and vendors) are obligated by federal and state law to respect your privacy and health information.

We will only release your medical information and/or records to persons and places you authorize and/or that we are otherwise permitted to give them by law. You can see your own medical records at any time, just ask any member of our PACE Care Team.

As a PACE Participant, you have the right:

- To communicate in confidence with any member of our Team and our in-network contracted providers and vendors.)
- To expect that all of us will protect your privacy and health information records.
- To review or receive a copy of your medical record and to request an amendment to them. To be assured that we will treat and store all information in your medical records in a confidential manner. To be assured we will obtain your consent before releasing your protected and confidential information to persons not otherwise authorized by law to receive it. To set limits on what protected and confidential information authorized persons may receive, except as otherwise permitted or required by law.

## **ADVANCE DIRECTIVES AND APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

Your healthcare decisions are important. You should decide your care. A time may come when you are too ill to do so. While you are able to decide your care choices, your PACE Care Team will discuss with you what type of medical care and treatment you want when you are no longer able to speak or decide for yourself.

Your PACE Care Team will also help you document these decisions and keep a written copy of them. This document is called an “Advance Directive” and in it, you direct the medical care you want or do not want to receive, in advance and before you are no longer able to state or understand such decisions.

There are many different types of “Advance Directives.” The most common types are:

- An “Advance Health Care Directive” or “Living Will,” where you provide written instructions about your medical care and after death wishes.
- A “Health Care Durable Power of Attorney” or “Designation of Health Care Surrogate,” where you appoint another trusted person(s) to make medical decisions for you.
- A DNR form or “Do Not Resuscitate,” which is an order signed by you and your physician that tells others you do not want to be resuscitated from respiratory or cardiac arrest.
- A MOST or “Medical Orders for Scope of Treatment” form, that communicates your written care and treatment preferences in a manner clear to all health care providers.

**NOTE:** We can educate you about Advance Directives, but cannot give you any legal advice or answer legal questions about them. You can always consult an attorney.

## **PARTICIPANT RIGHTS**

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

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

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

### **You have the right to treatment.**

You have the right to treatment that is both appropriate for your health conditions and provided in a timely manner. You have the right:

- To receive all the care and services you need to improve or maintain your overall health condition, and to achieve the best possible physical, emotional, and social well-being.
- To get emergency services when and where you need them without the PACE program's approval. A medical emergency is when you think your health is in serious danger— when every second counts. You may have a bad injury, sudden illness or an illness quickly getting much worse. You can get emergency care anywhere in the United States and you do not need to get permission from PACE of Cincinnati prior to seeking emergency services.

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

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

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be free from harm. This includes excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged and helped to use your rights in the PACE program.
- To get help, if you need it, to use the Medicare and Medicaid complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to PACE staff about changes in policy and services you think should be made.
- To use a telephone while at the PACE center.
- To not have to do work or services for the PACE program.
- To have all information about your choices for PACE services and treatment explained to you in a language you understand, and in a way that takes into account and respects your cultural beliefs, values, and customs.

### **You have a right to protection against discrimination.**

Discrimination is against the law. Every company or agency that works with Medicare and Medicaid must obey the law. They cannot discriminate against you because of your:

- Race
- Ethnicity
- National Origin
- Religion
- Age
- Sex (including sex characteristics, including intersex traits; pregnancy or related conditions; sexual orientation; gender identity; and sex stereotypes)
- Mental or physical disability
- Source of payment for your health care (For example, Medicare or Medicaid)

If you think you have been discriminated against for any of these reasons, contact a staff member with PACE of Cincinnati to help resolve your problem.

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

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

You have the right to get accurate, easy-to-understand information, to have this information shared with your designated representative, who is the person you choose to act on your behalf, and to have someone help you make informed health care decisions. You have the right:

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the PACE program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- To get marketing materials and PACE participant rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- To have the enrollment agreement fully explained to you in a manner understood by you.
- To get a written copy of your rights from the PACE program. The PACE program must also post these rights in a public place in the PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the PACE program. This includes telling you which services are provided by contractors instead of the PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.
- To be provided with a copy of individuals who provide care-related services not provided directly by PACE of Cincinnati upon request.
- To look at, or get help to look at, the results of the most recent review of your PACE program. Federal and State agencies review all PACE programs. You also have a right to review how the PACE program plans to correct any problems that are found at inspection.

Before PACE of Cincinnati starts providing palliative care, comfort care, and end-of-life care services, you have the right to have information about these services fully explained to you. This includes your right to be given, in writing, a complete description of these services and how they are different from the care you have been receiving, and whether these services are in addition to, or instead of, your current services. The information must also explain, in detail, how your current services will be affected if you choose to begin palliative care, comfort care, or end-of-life services. Specifically, it must explain any impact to:

- Physician services, including specialist services.
- Hospital services
- Long-term care services
- Nursing services



- Social services
- Dietary services
- Transportation
- Home care
- Therapy, including physical, occupational, and speech therapy
- Behavioral health
- Diagnostic testing, including imaging and laboratory services
- Medications
- Preventative healthcare services
- PACE center attendance

You have the right to change your mind and take back your consent to receive palliative care, comfort care, or end-of-life care services at any time and for any reason by letting PACE of Cincinnati know either verbally or in writing.

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

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

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

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

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

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

You have the right:

- To be fully informed of your health status and how well you are doing, to make health care decisions, and to have all treatment options fully explained to you. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this may affect your physical and mental health.
- To fully understand PACE of Cincinnati's palliative care, comfort care, and end-of-life care services. Before PACE of Cincinnati can start providing you with palliative care, comfort care, and end-of-life care services, the PACE program must explain all of your treatment options, give you written information about these options, and get written consent from you or your designated representative.
- To have the PACE program help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

**You have a right to have your health information kept private.**

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

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

**You have a right to make a complaint.**

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

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

**You have the right to request additional services or file an appeal.**

You have the right to request services from PACE of Cincinnati, its employees, or contractors, that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided.

You also have the right to appeal any denial of a service or treatment decision by the PACE program, staff, or contractors.

**You have a right to leave the program.**

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

**Additional Help:**

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

## **PARTICIPANT RESPONSIBILITIES**

The success of our PACE services depends on your involvement.

In addition to what is stated elsewhere in this Guide and the Agreement, PACE Participants, and caregivers if applicable, have the following responsibilities:

- To be involved with the planning of your care.
- To cooperate with the care plan developed for you.
- To only use providers we approve and authorize.
- To take your medications per your PACE provider orders.
- To discuss with your providers if you do not want to accept a treatment or medication your IDT decides you need, and understand and accept the consequences to your health and well-being if you refuse any recommended treatment.
- To follow our PACE Emergency Services plan.
- To use hospitals in our PACE network for all non-emergency hospital care.
- To notify us within 24 hours or as soon as possible if away from home and an emergency arises.
- To provide us written or verbal notice of your wish to disenroll from our PACE program.
- To pay us any required monthly PACE fees on time.
- To notify us if you are injured by someone else's actions, such as being involved in an automobile accident.
- To let us know when you are not satisfied with our care or services.
- To conduct yourself in a manner that does not endanger you, other Participants, or your PACE team.
- To notify us if you move or have a lengthy absence from our service area.
- To follow all rules of our PACE program, including those governing the PACE Center.

## **PACE PARTICIPANT ADVISORY COMMITTEE**

PACE of Cincinnati has a Participant Advisory Committee where Participants meet regularly with a PACE Team representative to offer suggestions about how we can improve our PACE program and make it as accessible as possible to all members of the communities we serve. Participants have the right to make suggestions to our Team about our care, our Center, and our PACE program, and are encouraged to do so at any time. We want to hear from you! We appreciate your input!

Recommendations from the Participant Advisory Committee are presented to PACE of Cincinnati management and our PACE Board of Directors.

## **GRIEVANCES, SERVICE DETERMINATION REQUESTS, AND APPEALS**

### **Participant Grievance Process**

We are honored to care for you and want all PACE Participants to be satisfied fully with our care. We want to hear about your concerns. A 'grievance' is a verbal or written expression of dissatisfaction or concern about the services or care we provide, medical or non-medical in nature, regardless of whether you are requesting any action be taken as a result. Grievances may be between you and PACE of Cincinnati, or between you and one of your other service providers through the PACE program.

PACE of Cincinnati will continue to provide you with all of your required services during the grievance process. The confidentiality of your grievance will be maintained throughout the grievance process and information pertaining to your grievance will only be released to authorized individuals.

You and your family, caregivers, or designated representatives have the right to make a grievance. You will be given written information on the grievance process when you enroll, and at least annually.

You may verbally express or submit a written grievance with any PACE Team member or any PACE contracted provider at any time. This includes your driver, and the providers who care for you in your home. If you discuss your grievance with a contracted provider, they will let a PACE Team member know the details of your complaint. The Team member will make sure that your grievance is thoroughly documented. You will need to provide complete information about your grievance so that PACE of Cincinnati can respond and help to resolve your grievance in a timely and efficient manner. You may also send a written grievance to:

**PACE of Cincinnati**  
**Attn: QI and Compliance Manager**  
**4850 Smith Road**  
**Cincinnati, OH 45212**

You also can make a grievance by contacting PACE of Cincinnati at 513-862-7223, 24/7 at any time.

PACE of Cincinnati will investigate your grievance, and the investigation will begin immediately to find solutions and take appropriate action addressing your grievance. All information related to your grievance will be kept strictly confidential, including from other PACE of Cincinnati staff and contracted providers when appropriate. Please note, if you do not wish to be notified of the grievance resolution, let us know at the time you make your grievance. We will still investigate, but we will note your wishes and not send you any further notifications.

The PACE of Cincinnati Quality Improvement Coordinator will resolve your grievance as quickly as your case requires, but no later than 30 calendar days from the date we receive it. The PACE Care Team will review your grievance and send you a written final resolution decision as quickly as your case requires, but no later than 3 calendar days after the date we resolve your grievance. We will notify you either verbally or in writing based on your preference. The exception is for grievances related to quality of care; we will always provide written notification for this type of grievance resolution. The notification we provide will include a summary of your grievance, our investigation findings, actions we have taken or are going to take to resolve the issue, and when you can expect those actions to occur.

If you do not agree with the PACE Care Team's resolution decision, you may ask for an alternate resolution. We will make a good-faith effort to reconsider your grievance within 15 calendar days of your request. We will work with you to find a resolution that is satisfactory.

You may also register any grievance or complaint regarding PACE of Cincinnati by contacting:

Ombudsman Region 1  
Southwest Ohio Office  
Phone: (513) 458-5518 or Toll Free: 800-488-6070  
Fax: 513-621-5613

[Intake:RP1@proseniors.org](mailto:Intake:RP1@proseniors.org)

Website : <https://aging.ohio.gov/care-and-living/ombudsman/get-help/pro-seniors-long-term-care-ombudsman>

If you are a Medicare PACE beneficiary, and your grievance is related to Medicare covered services, you, your family or caregiver, or your designated representative have the right to file a written complaint and you have the right to contact the Beneficiary and Family-Centered Care Quality Organization (BFCC-QIO) to request immediate advocacy if you disagree with any of the PACE Center's determinations.

The BFCC-QIO that serves my area is:

Livanta Health  
1-888-524-9900  
TTY: Dial 711

<https://qioprogram.org/locate-your-bfcc-qio>

You also have the option of contacting 1-800-MEDICARE (1-800-633-4227; TTY 1-877-486-2048).

### **The Compliance Hotline**

You also may contact our Compliance Hotline, even anonymously, if you feel that any of your rights as a Participant have been violated, your grievance has not been addressed, or for any other concerns including Participant care and safety that you may have. The Compliance Hotline is answered by an independent third party administrator that will inform PACE of Cincinnati of your concern and will protect your identity if you choose to remain anonymous.

1-800-467-0989

PACE of Cincinnati complies with all state and federal regulations related to PACE.

### **Service Determination Request (SDR)**

You can request to initiate, modify, or continue a PACE service at any time, either verbally or in writing to any PACE Care Team member. This is called a Service Determination Request or SDR. The PACE Team will review your SDR as quickly as your health requires, but no more than 3 calendar days after the date of your request, and then notify you of our decision to approve, deny, or partially deny it. This timeframe may be extended by up to 5 calendar days if you request the extension, or if we need additional information to make a decision and the extension is in your best interest. We will notify you if the additional time is needed. If we approve your SDR, we will inform you of the date you can expect to receive the approved service. If we do not fully approve your SDR, you have the right to appeal our decision. If you do not receive our decision within the above-mentioned timeframe, your SDR will be considered denied and we will automatically process an appeal for you.

### **Participant Appeals Process**

If PACE of Cincinnati denies your request for a service or for payment of a service, you have the right to file an appeal. At enrollment, annually thereafter, and any time we deny your service or payment request, you will receive written information from us on the appeal process. You, or your family or caregiver, may request information on our appeal process at any time.

If you file an appeal, you will continue to receive the same PACE services and care from us as before. PACE of Cincinnati employees will not discuss your appeal with anyone not involved in the appeal.

If you have Medicaid and your appeal is because PACE of Cincinnati is proposing to reduce or stop a service you have been receiving, you will continue to receive the disputed service until the final decision on your appeal if you request the continuation, with the understanding that you may be liable for the cost of that service if the decision is not in your favor.

You, or your family or caregiver, may file an appeal (i) by calling the PACE Center between the hours of 8:00 a.m. to 5:00 p.m. EST at 513-862-7223 (ii) by indicating your desire to file an appeal in person at the PACE Center with the PACE of Cincinnati Executive Director, Center Manager, or QI Coordinator, or (iii) by sending a letter to PACE of Cincinnati at the following address:

**PACE of Cincinnati  
Attn: Quality Improvement Coordinator  
4850 Smith Road  
Cincinnati, OH 45212**

An impartial and appropriately credentialed third-party, who was not involved in the original decision and who does not have a stake in the outcome of your appeal, will evaluate your appeal. You, and your family or caregiver, may present or submit relevant facts and/or evidence to us for review during the appeal, in person as well as in writing, for consideration and processing.

The third-party will decide on your appeal as quickly as your health condition requires, but no later than 30 calendar days after receiving your appeal request.

If your life, health, or ability to get well and stay well would be in danger if the disputed service is not provided right away, you may request an expedited appeal. The PACE of Cincinnati Executive Director (or designee) and the independent third-party will review your case immediately and concurrently, and will respond as quickly as your health condition requires, but no later than 72 hours after receiving your appeal request. This timeframe may be extended by up to 14 calendar days if you request the extension, or if we justify to the Ohio Department of Aging (ODA) the need for additional information and how the delay is in your best interest.

### **The Decision on Your Appeal**

Whether standard or expedited, if the appeal decision is favorable to you, we will notify you in writing and arrange for the service or payment in question as quickly as your health condition requires. If the appeal decision is not fully in your favor, you will receive written notification that includes the specific reason(s) for the denial, an explanation of why the service would not improve or maintain your overall health, information on your right to appeal the decision, and an explanation of your external appeal rights.

## **EXTERNAL APPEAL**

If the appeal is not decided in your favor, you have additional appeal rights, called “external appeal rights.” Your request to file an external appeal can be made either verbally or in writing.

This next level of “external appeal” involves the filing of an appeal that will be reviewed by a new and impartial reviewer through either the Medicare or Medicaid program.

**Medicaid** conducts this next level of appeal through the State’s Fair Hearing process.

**Medicare** contracts with an independent review entity to provide this next level of appeal. This review entity is completely independent of PACE of Cincinnati.

If you are covered by **Medicare and Medicaid**, you may choose which appeal process you wish to follow. You must choose either Medicare or Medicaid, but not both. If unsure, ask us and we can help you decide.

### **To File an External Appeal with Medicaid:**

If you have Medicaid, you can file an external appeal through the Medicaid State Fair Hearing process. If you request a Fair Hearing, PACE of Cincinnati will forward the appeal within 30 calendar days from the date of the decision of the third-party reviewer.

Hearing information may be requested in several ways.

1. Submit form via mail/email/phone to:

Ohio Department of Job and Family Services (ODJFS)  
Bureau of State Hearing (BSH)  
P.O. Box 182825  
Columbus, OH 43218-2825  
Phone: (614) 728-9574 or local: 866-635-3748  
Fax: 614.728.9574  
Submit online: [BSH@jfs.ohio.gov](mailto:BSH@jfs.ohio.gov)

If the decision on your Medicaid appeal is in your favor, PACE of Cincinnati will provide or pay for the service in question as quickly as your health requires, but no later than 30 calendar days after Medicaid’s decision.

### **To File an External Appeal with Medicare:**

If you have Medicare, you can file an external appeal for review by the Medicare independent review entity (IRE). Please contact us. We will assist you with this process.

A written request for reconsideration must be filed with the IRE within 60 calendar days from the date of the decision by the third-party reviewer. If the appeal decision is in your favor, we must provide you the service as quickly as your health condition requires, or in the case of an appeal for payment of a service we must pay for the service.

## **TERMINATION OF PACE BENEFITS/LEAVING THE PACE PROGRAM**

### **A. VOLUNTARILY LEAVING PACE OF CINCINNATI**

You may leave PACE and choose to stop receiving PACE benefits for any reason at any time. This is a “voluntary” disenrollment and is decided by you. If you want to leave PACE of Cincinnati and stop receiving PACE benefits, you should first discuss it with a PACE Care Team member. If you decide to officially disenroll from PACE, your disenrollment will be effective the first day of the month following the date we receive verbal or written notice that you wish to disenroll.

### **B. INVOLUNTARILY LEAVING PACE OF CINCINNATI**

PACE of Cincinnati can stop your PACE benefits and providing you care and services “involuntarily” by giving you 30 days’ notice in writing, if:

- You move out of our service area or are out of our service area for more than thirty (30) consecutive calendar days, unless we have agreed to a longer absence because the absence is due to circumstances beyond your control; or
- You and/or your family/caregiver engage in disruptive or threatening behavior that jeopardizes your health or safety, or the safety of the caregiver or others, or you have decision-making capacity and consistently refuse to follow your plan of care and/or the terms of this Agreement; or
- You have not paid or made arrangements to pay any premium due to PACE of Cincinnati or any amount due under the post-eligibility treatment of income process, after the 30-day grace period expires; or
- You no longer meet nursing home level of care eligibility and are not deemed eligible; or
- PACE of Cincinnati’s contract with the Centers for Medicare and Medicaid Services and the Ohio Department of Aging is not renewed or is canceled (regardless of reason) and/or we are unable to offer healthcare services due to the loss of State licenses or contracts with outside providers.

Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the day we send the disenrollment notice.

You have the right to a Fair Hearing if you receive notice that you are being involuntarily disenrolled. If you properly request such a hearing, PACE of Cincinnati will not stop your benefits until there is a final decision on the appeal.

### **C. CARE TRANSITION AFTER LEAVING PACE**

Whether your disenrollment from PACE is voluntary or involuntary, PACE of Cincinnati will work to help you receive care for services in other Medicare and Medicaid programs for which you qualify. We will make referrals (as appropriate or upon your request) to other resources and make your medical records available to your new providers within 30 days of your disenrollment.

You are required to continue to use PACE of Cincinnati services and to pay the monthly fee, if applicable, until your disenrollment becomes effective. PACE of Cincinnati will continue to provide all necessary services until your disenrollment is effective.



If you had additional health care coverage through a Medigap policy, you may be eligible to reapply for it when you disenroll from PACE of Cincinnati. We will help you with this process.

PACE of Cincinnati will explain that you may not receive all the same services and benefits in other optional Medicare or Medicaid programs following disenrollment from PACE.

#### **D. RENEWAL/RE-ENROLLMENT WITH PACE**

Enrollments and Disenrollments from PACE only occur on the first day of each month. Whether your disenrollment is voluntary or involuntary, you may choose to re-enroll in PACE at a later time if you are eligible. PACE of Cincinnati will work with you to complete the re-enrollment process.

If you are under a monthly payment plan and pay your monthly PACE bill on time, your PACE coverage will automatically renew for the first day of the next month. If you do not pay your monthly PACE bill on time and are required to leave PACE involuntarily because of this, and you wish to re-enroll in PACE, you must pay your outstanding PACE balance in full to start the PACE re-enrollment process. If you have received notice that you are being involuntarily disenrolled for not paying your monthly PACE bill on time, you can remain enrolled with no break in coverage if you pay the outstanding balance before the effective date of your disenrollment.

## **UPDATING YOUR MEMBERSHIP RECORDS**

You must report the following to your PACE Team:

- Changes in your name, address, or phone number.
- Changes in the health insurance coverage that you may have from your employer or your spouse's employer.
- Changes in your personal income or assets.
- Liability claims of any kind against another person or company for injuries you suffered (for example, a legal or medical claim against another driver in an automobile accident who was at fault and caused you injury).
- Your eligibility status under worker's compensation.

## **TELL US HOW WE'RE DOING**

From time to time, we may ask you to tell us about PACE of Cincinnati through our participant satisfaction surveys. These surveys help us improve our care and services.

You can also call or write us at any time:

**PACE of Cincinnati  
4850 Smith Road  
Cincinnati, OH 45212  
513-862-7223(PACE)  
TTY: 7-1-1**

**Center Hours: 8:30 a.m. to 5:00 p.m. EST Monday through Friday**

Your comments, concerns, and questions are always welcome. We want to hear from you!

## **EFFECTIVE DATES OF ENROLLMENT**

If you decide to enroll in the PACE of Cincinnati program, your enrollment is effective on the first day of the calendar month following the date we receive your signed Enrollment Agreement Signature Sheet. Your “effective date of enrollment” is listed on your Enrollment Agreement Signature Sheet.

Your PACE Center is:

**PACE of Cincinnati  
4850 Smith Road  
Cincinnati, OH 45212  
513-862-7223(PACE)  
TTY: 7-1-1**

**Center Hours: 8:30 a.m. to 5:00 p.m. EST Monday through Friday**

You will attend the PACE of Cincinnati Center on: \_\_\_\_\_

Your driver will pick you up at approximately: \_\_\_\_\_

(While we plan to be on time, we will do our best to let you know if we will be later than expected.)

Your driver will take you home at approximately: \_\_\_\_\_

***Please remember to contact us if you cannot attend your scheduled visit.***

DO YOU HAVE QUESTIONS OR NEED HELP?

***Contact us***

by phone: 513-862-7223

PACE of Cincinnati

4850 Smith Road

Cincinnati, OH 45212

PACE Center Hours: 8:30 a.m. to 5:00 p.m. EST Monday through Friday

***Are You Ready to Enroll in our PACE Program?***

***If so, please sign the Enrollment Agreement Signature Sheet following this page.***

***We are honored to care for you!***

Please note that PACE of Cincinnati has an agreement with the Centers for Medicare and Medicaid Services and the Ohio Department of Aging that is subject to renewal on a periodic basis. If the agreement is not renewed the program will be terminated.

## ENROLLMENT AGREEMENT SIGNATURE SHEET

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Address Where You Live: \_\_\_\_\_

Mailing Address (if different from Permanent Address): \_\_\_\_\_

Medicare Beneficiary Status: Part A \_\_\_ Part B \_\_\_ Both \_\_\_ None \_\_\_

Medicare Number: \_\_\_\_\_

Medicaid Recipient Status: \_\_\_\_\_

Medicaid Number: \_\_\_\_\_

Other Health Insurance Information (if applicable): \_\_\_\_\_

Primary Language: \_\_\_\_\_

Secondary Language: \_\_\_\_\_

### **BY SIGNING BELOW, I represent that:**

- (1) I am an adult of sound mind capable of reading and understanding the Agreement.
- (2) I read, understand, and agree with all terms and conditions in the Agreement.
- (3) I had the opportunity to ask PACE of Cincinnati (and my legal counsel, if I thought this was necessary) questions about the information provided to me during enrollment and in the Agreement before signing.
- (4) PACE of Cincinnati spoke with me about this Agreement and my enrollment benefits, including:

- ☐ Eligibility requirements for participation in PACE of Cincinnati.
- ☐ The process of enrolling in PACE of Cincinnati.
- ☐ Advanced Directives.
- ☐ Health Care Durable Power of Attorney and/or Designation of Health Care Surrogate.
- ☐ Effective Dates of Enrollment, and a sample of the Enrollment Conference Checklist.
- ☐ A description of the kind of benefits and coverage I get with PACE of Cincinnati.
- ☐ Information about PACE of Cincinnati, including hours, and what to do when the

weather is bad.

- ☐ Information about the Interdisciplinary Care Team that will care for me.
- ☐ List of PACE of Cincinnati Contract Providers and Employees.
- ☐ Financing, monthly payment information, including what I may have to pay, if anything. I understand what PACE of Cincinnati will not pay for.
- ☐ Information about long term care facilities, and how they may be used for my care.
- ☐ Emergency and Urgent Care coverage.
- ☐ Information about what should be done if I am hurt in an accident.
- ☐ A copy of the Participant Bill of Rights.
- ☐ My responsibilities as a Participant of PACE of Cincinnati, and the responsibilities of my caregiver if applicable.
- ☐ Information about the Participant Advisory Committee.
- ☐ Information about the PACE of Cincinnati Grievance process.
- ☐ Information about the PACE of Cincinnati Appeal process.
- ☐ Information about the Medicaid and Medicare appeals processes.
- ☐ Information about stopping my PACE of Cincinnati benefits.
- ☐ Information about re-applying to PACE of Cincinnati.
- ☐ A Confidentiality Statement.
- ☐ Definitions of terms in the agreement booklet.
- ☐ Notice that I may not enroll or disenroll from PACE of Cincinnati at a Social Security office.

(5) I understand that once I sign this Agreement and enroll in PACE:

- a. PACE of Cincinnati will be my sole service provider, and I will receive all of my health care and benefits from PACE of Cincinnati and its network of contracted providers.
- b. I will be disenrolled from any other Medicare or Medicaid prepayment plans, Medicaid waiver or waiver-like programs, or optional benefits.
- c. If I enroll in another Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, at any time after I sign this Agreement and am enrolled in PACE, it will be considered a voluntary disenrollment from the PACE of Cincinnati PACE Program.
- d. If I do not have Medicare when I enroll in PACE of Cincinnati and become eligible after enrollment, I will be disenrolled from PACE if I elect to obtain Medicare coverage other than from PACE of Cincinnati.
- e. If I move or leave the PACE Service Area for more than thirty (30) consecutive days, I must notify PACE of Cincinnati.

(6) I authorize the Centers for Medicare and Medicaid Service, its agents, the Ohio Department of Aging, and PACE of Cincinnati to disclose and share my personal information with one another for purposes of the PACE Program.

(7) I understand that I may be provided other enrollment documents for PACE of Cincinnati to review and sign as part of becoming a PACE Participant.

(8) I have voluntarily decided to enroll in PACE with PACE of Cincinnati.

(9) I am the named Applicant or Applicant's authorized legal representative with full authority to enter into and sign this Agreement. If I am Applicant's authorized legal representative, I further represent to PACE of Cincinnati that (a) I have received both verbal and written authority from Applicant to act on his/her behalf and to enter into and sign all documents required by PACE of Cincinnati for the PACE Program, (b) I fully expect PACE of Cincinnati to rely upon my represented authority as legally binding and valid and it is reasonable for PACE to make this reliance, and (c) I will not contest, in any later legal or other proceeding, my represented authority to act for Applicant as stated herein.

(10) Once I sign this Agreement, I understand that the effective date for my PACE benefits will be:

\_\_\_\_\_, 202\_\_\_\_

## SIGN HERE

\_\_\_\_\_  
PACE Participant Name (Print)

\_\_\_\_\_  
PACE Participant Signature (Sign)

\_\_\_\_\_  
(Date)

## LEGAL REPRESENTATIVE SIGN HERE

\_\_\_\_\_  
Legal Representative Name (Print)

\_\_\_\_\_  
Legal Representative Signature, (Sign)  
Individually, and in Legal Representative Capacity

\_\_\_\_\_  
(Date)

(Check All That Apply)

I am the Applicant's:

\_\_\_\_\_ Legal Guardian/Court Order

\_\_\_\_\_ Power of Attorney, Health Care Proxy, or Surrogate

\_\_\_\_\_ Spouse or Child of Applicant

***\*\*If you do not meet one of these qualifications, you cannot sign for the Applicant***

**Witness SIGN HERE**

\_\_\_\_\_(Print)  
Witness Name

\_\_\_\_\_(Sign)                      \_\_\_\_\_(Date)  
**Witness Signature**

**PACE of Cincinnati Representative SIGN HERE**

\_\_\_\_\_(Print)  
PACE of Cincinnati Representative Name

\_\_\_\_\_(Sign)                      \_\_\_\_\_(Date)  
**PACE of Cincinnati Representative Signature**