



SAINT JOSEPH PACE

250 East Day Rd. Mishawaka, IN 46545

(574) 247-8700

TTY 711

PARTICIPANT ENROLLMENT AGREEMENT

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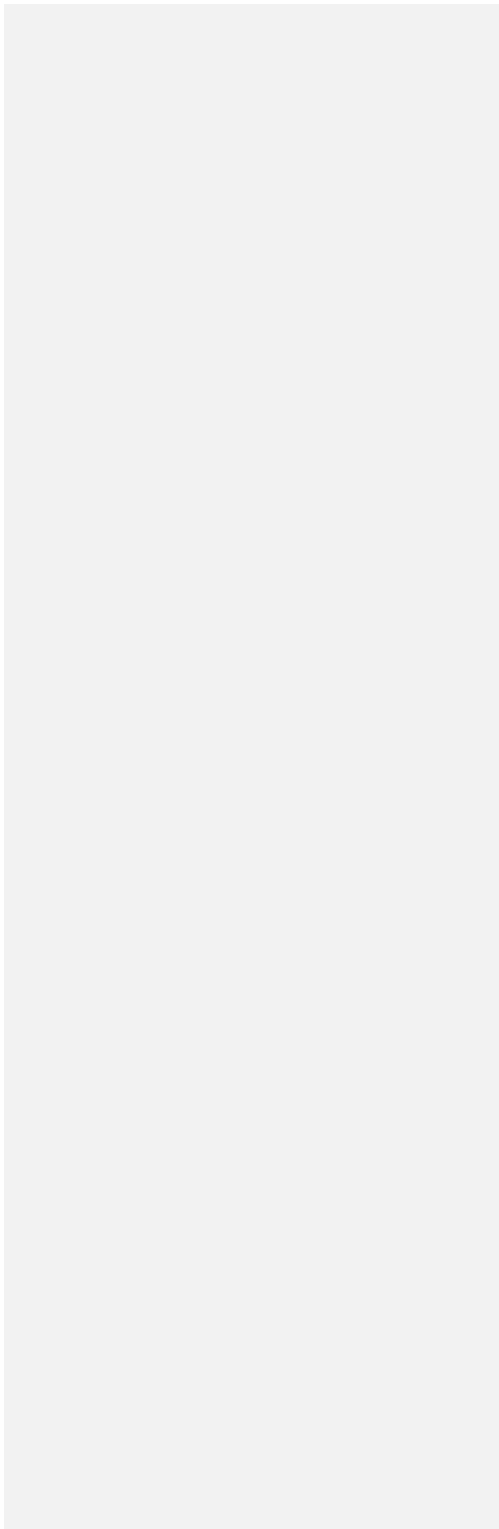
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WELCOME

Welcome to the Saint Joseph PACE program. This enrollment agreement will help you understand how the Saint Joseph PACE program works. It will tell you what Saint Joseph PACE is and what kind of services it can provide. If at any time you have questions, comments, or concerns, please let us know.

Saint Joseph PACE is a comprehensive program of healthcare and support services based on the national Program of All-inclusive Care for the Elderly (PACE). The PACE program is designed with the purpose of supporting your independence for as long 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 as long as it is safe and feasible. The PACE program is a different kind of healthcare program. It gives you healthcare services in a personal way. All of us at Saint Joseph PACE want to get to know you. Once we get to know you, we can work with you and your family to give you the care you need and want.

Saint Joseph PACE is a healthcare program for people aged 55 and older. Often, older people have medical problems that last for long periods of time. After you enroll in Saint Joseph PACE, you become a participant in the program and have access to many services. For example, Saint Joseph PACE can arrange for doctor visits, and visits with specialists, should you need it to maintain or improve your health. Most of the services are provided by Saint Joseph PACE staff and are delivered at the PACE center. Services not directly provided by Saint Joseph PACE are contracted with outside providers, organizations, or agencies that have been approved by the Saint Joseph PACE interdisciplinary team.

NOTICE OF NON-DISCRIMINATION

The Saint Joseph PACE program does not discriminate based on race, ethnicity, national origin, religion, age (**Exception:** All participants must meet the enrollment eligibility age of 55 or older), sex, mental or physical disability, sexual orientation, or source of payment for your health care (for example, Medicare or Medicaid) in our admissions process, treatment programs, services, participant referrals, or employment.

MISSION STATEMENT

The mission of Saint Joseph PACE is the same as Trinity Health, our parent organization:

We, Trinity Health, serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities.

SAINT JOSEPH PACE PROGRAM FEATURES

Features of the Saint Joseph PACE program include:

- Access to service is provided 24 hours per day, every day including weekends and holidays.
- People who know about healthcare for older adults watch your health.

- If you need to be admitted to a hospital, Saint Joseph PACE will arrange that for you.
- If the interdisciplinary team determines that you need nursing facility care, Saint Joseph PACE will arrange nursing facility care for you.

Before you sign our enrollment agreement, please read it carefully. The PACE program staff will be glad to answer any questions you may have.

If you enroll in Saint Joseph PACE, keep this enrollment agreement in a safe place. This enrollment agreement is a legal contract listing all services and benefits provided by Saint Joseph PACE.

SPECIAL FEATURES

Some of the services Saint Joseph PACE provides are not available in other healthcare programs. Special features of the Saint Joseph PACE program are described next.

INTERDISCIPLINARY TEAM (IDT)

Your healthcare is planned and provided or arranged by a team of professionals who represent a wide variety of healthcare disciplines. We call this team the interdisciplinary team or IDT. The IDT works with you and your family to create a personalized plan of care that is updated semi-annually, or more often as your health condition requires. Your IDT includes at a minimum, the following members:

- Primary Care Provider
- Registered Nurse
- Social Worker
- Physical Therapist
- Occupational Therapist
- Activity Coordinator
- Center Manager
- Registered Dietitian
- Home Care Coordinator
- Certified Nurse Assistant/Personal Care Attendant Representative
- Transportation Representative

The IDT members' special skills are used to meet your healthcare needs. Periodically, the IDT will review your needs with you. The IDT may also call on specialists as needed.

LOCK-IN PROVISION AND AUTHORIZATION OF CARE

This means that once you are enrolled in the Saint Joseph PACE program all your healthcare services are provided and arranged through Saint Joseph PACE. Services must be approved by the IDT and provided by Saint Joseph PACE staff members or Saint Joseph PACE contracted providers. If you receive services from someone other than a Saint Joseph PACE staff member or program contracted provider, you may have to pay for them. If you receive services NOT authorized by the Saint Joseph PACE IDT, you may have to pay for them.

Emergency services are not included in this "lock-in" provision. Please see the Urgent and Emergency

Care Services section of this agreement for specific information.

If you are eligible for Medicare and/or Medicaid, Saint Joseph PACE takes the place of the standard Medicare and/or Medicaid programs. All of your care is provided only through Saint Joseph PACE. You will receive all the services you would have normally received through Medicare and Medicaid and may receive more services.

If you have Medicaid-only or pay privately and you become eligible for Medicare after enrollment in Saint Joseph PACE, you will be disenrolled from PACE if you elect to obtain Medicare coverage other than from the PACE organization.

COORDINATION OF COMPREHENSIVE CARE

The Program of All-Inclusive Care for the Elderly (PACE) program was developed to give care to participants where and when it is needed. We have flexibility in providing care according to your needs and preferences. Your interdisciplinary team may authorize services to be provided at the PACE center, in your home, or in a hospital or nursing facility.

You will receive most of your care at our PACE center. The PACE center contains your doctor's office, medical clinic, rehabilitation therapies, and PACE center activities.

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

THE SAINT JOSEPH PACE CENTER

You will receive most of your healthcare services in our PACE center located at:

Saint Joseph PACE Center
250 E Day Road
Mishawaka, IN 46545

HOURS

Our regular center hours are from 8:00 a.m.-4:30 p.m. Monday through Friday. If you need help after hours, you may call us. Feel free to always call if there are any questions or concerns that you may have.

When the center is closed (nights, weekends, holidays), the telephone is answered by the Saint Joseph PACE answering service. The answering service will page someone to assist you. Call 574-247-8700 and speak with the operator who will assist you.

It is important that you attend the Saint Joseph PACE center on your scheduled day(s) each week. If you are not able to attend on your scheduled day, you need to contact us BEFORE 6:00 a.m., or as soon as possible, so your driver and the rest of your care team will know. The number to call is: 574-247-8700.

HOLIDAYS

The days during the year that the Saint Joseph PACE center is closed are:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

BAD WEATHER

We might close on snow and bad weather days. We will notify you to let you know if the center will be closed. If the weather becomes bad while you are at the center, we may try to send everyone home early. If we do close early, we will notify family and/or caregivers as needed.

BENEFITS AND COVERAGE

Many kinds of care are provided by Saint Joseph PACE. The Saint Joseph PACE program provides all of the services covered under Medicare and Medicaid. We also cover services that may not be available under traditional Medicare and Medicaid. The IDT will decide along with you what is best for your needs. Services you may receive from Saint Joseph PACE may include, but are not limited to, the following:

- All Medicare and Medicaid covered benefits, plus additional benefits when necessary
- Interdisciplinary assessment and treatment planning
- Primary care, including physician and nursing services
- Social work services
- Restorative therapies, including physical therapy, occupational therapy, and speech-language pathology services
- Personal care and supportive services
- Nutritional counseling
- Recreational therapy
- Transportation
- Meals
- Medical specialty services, including but not limited to, the following:
 - Anesthesiology
 - Audiology
 - Cardiology
 - Dentistry
 - Dermatology
 - Gastroenterology
 - Gynecology
 - Internal medicine
 - Nephrology
 - Neurosurgery
 - Oncology
 - Ophthalmology
 - Oral surgery
 - Orthopedic surgery

- Otorhinolaryngology
- Pharmacy services
- Podiatry
- Psychiatry
- Pulmonary disease
- Radiology
- Rheumatology
- General surgery
- Thoracic and vascular surgery
- Urology
- Laboratory tests, x-rays and other diagnostic procedures
- Prescribed drugs and medications
- Prosthetics, orthotics, durable medical equipment, corrective vision devices, such as eyeglasses and lenses, hearing aids, dentures, and repair and maintenance of these items.
- Acute inpatient care, including the following:
 - Ambulance
 - Emergency room care and treatment room services
 - Room and board
 - General medical and nursing services
 - Medical surgical/Intensive care/coronary care unit
 - Laboratory tests, x-rays and other diagnostic procedures
 - Prescribed drugs and medications
 - Blood and blood derivatives
 - Surgical care, including the use of anesthesia
 - Use of oxygen
 - Physical, occupational, respiratory therapies, and speech-language pathology services
 - Social services
 - Emergency coverage anywhere in the United States
 - Urgently needed care outside the service area
 - Post Stabilization Care
- Nursing facility care, including:
 - Room and board
 - Physician and skilled nursing services
 - Custodial care
 - Personal care and assistance
 - Prescribed drugs and medications
 - Physical, occupational, recreational therapies, and speech-language pathology, if necessary
 - Social services
 - Medical supplies and appliances
- Palliative care and end-of-life care
- Pastoral care
- Other services determined necessary by the interdisciplinary team to improve and maintain your

overall health status

Service Exclusions and Limitations

The staff at Saint Joseph PACE promises to give you the very best care possible. There are some things staff cannot do for you. Below is a list of services Saint Joseph PACE will not pay for:

- 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
- Any care or services rendered outside the United States (except as may be permitted under Medicare or Indiana Medicaid regulations)

BED HOLD POLICY

If you reside in an assisted living facility or nursing facility, there may be a time when you need a higher level of care.

If you are in an assisted living facility and need to stay in a nursing facility or hospital, Saint Joseph PACE's policy is to hold your bed in the assisted living facility for 10 days or until the IDT determines it appropriate for you to return to your residence.

If you are in a nursing facility and need a hospital stay, Saint Joseph PACE's policy is to hold your bed in the nursing facility for 10 days, or until the IDT deems it appropriate for you to return to the nursing facility.

If you do not return to your original place of residence within 10 days, we will make every effort to arrange return placement at the original assisted living facility or nursing facility. If it is not possible to return to your original place of residence, Saint Joseph PACE will assist you to find and move to another suitable place of residence that will meet your needs.

AFTER HOURS AND EMERGENCY CARE

There may be times when you need to speak with a provider or nurse to receive advice or treatment for an injury or the start of an illness that can't wait until regular Saint Joseph PACE center hours. Saint Joseph PACE provides 24-hour medical care. There is always a provider and nurse available 24 hours a day, 7 days a week, 365 days a year.

When it is necessary to reach a Saint Joseph PACE provider or nurse and you do not believe it is an emergency, call Saint Joseph PACE at 574-247-8700.

When the center is open, the clinic staff will connect you with a provider or nurse. When the center is closed, the answering service will call a provider or nurse for you.

Please keep in mind that the Saint Joseph PACE provider returning your call may not be your personal Saint Joseph PACE primary care provider, but he/she has been chosen by your doctor to answer your

after-hours calls and is well-qualified to give you the care you need.

EMERGENCY SERVICES

Saint Joseph PACE covers emergency care for an emergency medical condition. An emergency is a life-threatening medical condition. If not diagnosed and treated immediately, emergent medical conditions could result in serious and permanent damage to your health. Examples of an emergency can include:

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

Prior authorization is not needed for emergency care.

IF YOU BELIEVE YOUR PROBLEM REQUIRES IMMEDIATE ACTION, CALL 911:

- Tell them what is wrong.
- Answer questions carefully.
- Do exactly what you are told to do.
- If your problem is an emergency, you will be taken to the nearest emergency room of a hospital.

Please have someone notify Saint Joseph PACE as soon as possible in order to let us know what happened.

EMERGENCY HOSPITALIZATIONS

If you are hospitalized in a facility other than a Saint Joseph PACE contracted hospital, we may arrange for you to be transferred to one of our facilities once your medical condition has stabilized so that your doctor can better coordinate your care.

OUT-OF-AREA MEDICAL CARE

EMERGENCY SERVICES

If you are out of town and need emergency care, Saint Joseph PACE will pay for emergency care. You do not have to get permission for emergency care. If you receive emergency medical care while out of town, please call Saint Joseph PACE within 24 hours or as soon as possible.

If you have paid for emergency service you received outside of the Saint Joseph PACE service area, you should request a receipt from the physician or facility involved. This receipt must show:

- Your name
- Your health problem

- Date of Service
- Doctor's name, address, and telephone number
- How much you paid for the service

Please send a copy of the receipt to Saint Joseph PACE at the address listed below.

Saint Joseph PACE
250 E. Day Road
Mishawaka, IN 46545

POST-STABILIZATION CARE

Post-stabilization care means care that a provider thinks is medically necessary and is provided after an emergency condition has been stabilized.

URGENT CARE

Urgent care means care you need when you are out of the Saint Joseph PACE service area and think that your illness or injury is too severe to put off treatment until you return to the service area, but you do not think it is a life-threatening emergency.

Some examples of urgent care are:

- Bruises and sprains
- Controlled bleeding
- Flu-like symptoms
- Minor burns
- Minor cuts
- Most drug reactions

Saint Joseph PACE covers both urgent care and post-stabilization care when you are out of the service area. You must call Saint Joseph PACE for approval of these services. If you do not call Saint Joseph PACE and get permission for these services in advance, you may have to pay for them yourself. Approval for either of these services is given within one (1) hour after Saint Joseph PACE is notified. If we have not acted after one (1) hour, or if we cannot be contacted for approval, then approval is given by default.

If you pay for medical services that have been approved by Saint Joseph PACE, make sure you get a receipt. Receipts must show:

- Your name
- Your health problem
- Date of service
- Doctor's name, address, and telephone number
- How much you paid for services

You will be paid back for the medical care if you send the receipt to:

Saint Joseph PACE

**250 E. Day Road
Mishawaka, IN 46545**

ELIGIBILITY

You are eligible to be a participant in Saint Joseph PACE if you:

- Are at least 55 years of age
- Meet Indiana’s requirements for nursing facility level of care
- Live in the Saint Joseph PACE service area, which includes these ZIP codes:

SAINT JOSEPH COUNTY			
46506	46530	46536	46544
46545	46552	46554	46556
46561	46573	46574	46601
46613	46614	46615	46616
46617	46619	46628	46635
46637			

ELKHART COUNTY			
46514	46516	46517	46526
46530	46561	46573	

MARSHALL COUNTY			
46506	46536	46563	46574

- Are able to be safely served in the community with services provided by Saint Joseph PACE at the time you enroll

ENROLLMENT PROCESS

Enrollment in Saint Joseph PACE includes the following four steps:

- Inquiry/referral and explanation of PACE benefit
- Determination/verification of clinical eligibility
- PACE center visit and interdisciplinary team assessment & plan of care development
- Enrollment conference with enrollment agreement review and signing

If you decide to enroll in Saint Joseph PACE, your benefits coverage officially begins on the first day of the month after we receive your signed enrollment agreement.

If you are a Medicare beneficiary, you cannot enroll or disenroll from Saint Joseph PACE at a Social Security office.

STEP ONE: INQUIRY/REFERRAL AND EXPLANATION OF PACE BENEFIT

Anyone can make a referral to Saint Joseph PACE. The enrollment process usually starts with a telephone call. You or a family member may call Saint Joseph PACE to talk about your needs. An intake worker will explain the program over the phone and if you are still interested, an intake worker will visit you and your family or caregiver to explain our program.

During this visit we will learn more about you. You will also learn more about Saint Joseph PACE, such as:

- How the program works
- What kinds of services Saint Joseph PACE offers at the care center
- PACE is a health plan. When you become a participant, you agree to use the medical services and physicians associated with our plan. This means if you decide to enroll, you will accept services only from Saint Joseph PACE's contracted health care network of providers
- Who are the most current contracted healthcare providers

INFORMATION NEEDED FOR ENROLLMENT

To assist with the assessment and enrollment process, it is helpful if you have the following information available when the intake coordinator visits your home for the first time:

- Medications currently being taken, both prescribed and over the counter
- Social Security number
- Medicare card (if applicable)
- Medicaid card (if applicable)
- Name of a contact person in case of an emergency
- Power of Attorney (POA) documents or Guardianship paperwork (if applicable)
- List of current doctors including address and phone number
- Advance Directives

In addition, the following release forms must be signed:

- Medical history release, allowing access to health conditions, name of doctor, copy of medical records, and your previous doctor/hospital history
- Financial release of information
- Release to determine your eligibility for Medicaid and Medicare
- Consent for emergency treatment to care for you should it become necessary during your center visit

STEP TWO: DETERMINATION/VERIFICATION OF CLINICAL ELIGIBILITY FOR PACE AND FINANCIAL ELIGIBILITY FOR MEDICAID

Because Saint Joseph PACE serves people 55 years of age and older that qualify for a nursing facility level of care, a request for a Level of Care assessment will be made through the Maximus Assessment Pro website. This assessment may be completed in person or over the phone. Additionally, we will work with the Indiana Department of Medicaid to determine and/or verify Medicaid eligibility.

If you are found to be ineligible for nursing facility level of care, you will not qualify to receive PACE services. If you do not agree with the nursing facility level of care decision, you or your authorized representative may appeal the decision in writing within 30 calendar days of receipt of this notification. You may write a letter or complete an appeal request form.

Please include a copy of the level of care ineligibility letter, sign the appeal request, and mail, fax, or email it to:

Office of Administrative Law Proceedings

Attn: FSSA Hearings

100 N. Senate Avenue, Suite N802

Indianapolis, IN 46204

Fax: 317-232-4412

Email: fssa.appeals@oalp.in.gov

STEP THREE: PACE CENTER VISIT AND INTERDISCIPLINARY TEAM ASSESSMENT & PLAN OF CARE DEVELOPMENT

This is a multi-step process that takes place in our center. The process is designed to help you decide whether Saint Joseph PACE is right for you, while at the same time we learn about you and your needs.

An appointment will be scheduled for you to visit the PACE center. We may provide transportation to and from the center. During your visit, you will have a chance to meet the interdisciplinary team (IDT). Some members of the team may also want to visit you in your home. The IDT includes:

- Primary Care Provider
- Registered nurse
- Social worker
- Physical therapist
- Occupational therapist
- Activity coordinator
- Center manager
- Registered dietitian
- Home care coordinator
- Certified nurse assistant/personal care attendant
- Transportation representative

Other disciplines may also be asked by the IDT to assess you if necessary.

During the visit to the center, you may meet with the Primary Care Provider and other members of the Saint Joseph PACE team. They will answer any questions you may have about our program. You will also have the opportunity to experience PACE center activities and speak with our program participants about their experiences in the program. With the information collected from the intake process, state determination, and the IDT assessments, the Saint Joseph PACE IDT will determine whether a plan of care can be developed that would allow you to continue living safely in the community.

If the team denies enrollment because your health and safety would be jeopardized by living in a community setting, Saint Joseph PACE will notify you by phone and in writing of the reasons for denial.

and refer you to alternative services. You will also be told about your right to appeal this decision and about how to file an appeal.

If your enrollment is approved, you will be invited to join the Saint Joseph PACE program. The initial assessments will be completed, and your plan of care developed within the first 30 days of enrollment into PACE. The IDT will meet to discuss with you and your caregiver what kind of care your Saint Joseph PACE team thinks would be best for you. At this meeting, we will present your initial plan of care for you to review. At this time, you can provide input into your plan of care and discuss how Saint Joseph PACE intends to meet your care needs.

STEP FOUR: ENROLLMENT CONFERENCE WITH ENROLLMENT AGREEMENT REVIEW AND SIGNING

If you have found your visit to the PACE center satisfactory and if you are eligible, you will be invited to an enrollment conference at Saint Joseph PACE. During the meeting you will have a chance to:

- Ask questions about your insurance coverage and your monthly payment, if any.
- Understand the “lock-in” feature. The PACE program, the Indiana Family and Social Service Administration, and the Centers for Medicare and Medicaid Services (CMS) have a special agreement that allows Saint Joseph PACE to provide services to its participants. When you become a participant, you agree to “lock-in”; this means you will accept services only from Saint Joseph PACE or its contracted providers. The IDT must approve all services. You may be fully and personally liable for the cost of services that have not been approved or are out of the Saint Joseph PACE network of providers. Saint Joseph PACE takes the place of the standard Medicare and/or Medicaid programs you may be using now.
- Ask questions about what to do if you are ever dissatisfied with the care you receive at Saint Joseph PACE.

If you decide to become a Saint Joseph PACE participant, we will ask you to sign this enrollment agreement. Before you sign the enrollment agreement signature sheet, please read it carefully and be sure that it has been fully explained to you and that you understand it. If you enroll with us, you may disenroll at any time and for any reason, and Saint Joseph PACE will work with you to process your disenrollment as soon as possible. Until your disenrollment is effective, which is always on the first of the month, you must continue to use Saint Joseph PACE services and pay any premiums. Saint Joseph PACE will also continue to furnish all needed services until disenrollment. This gives the Saint Joseph PACE interdisciplinary team time to work with you and your family to plan for your future care needs. It also allows Saint Joseph PACE to give proper notice to Medicare and Medicaid of your decision to leave Saint Joseph PACE.

After you sign this enrollment agreement, you will receive an enrollment packet that includes, but may not be limited to, the following items:

- Copy of the signed enrollment agreement (this document)
- Saint Joseph PACE membership card, to use in place of your current Medicaid and/or Medicare cards
- Emergency contact information to post in your home that identifies you as a PACE participant and that lists the numbers you should call in an emergency

- HIPAA privacy information
- Listing of staff and their titles at the Saint Joseph PACE center
- Listing of contracted providers and contracted facilities
- Participant rights information
- Saint Joseph PACE grievance and appeals policies

You will also receive notification that enrollment in PACE results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit. Electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling as a PACE participant is considered a voluntary disenrollment from PACE. If you have Medicaid-only or pay privately and become eligible for Medicare after enrollment in Saint Joseph PACE, you will be disenrolled if you elect to obtain Medicare coverage other than from Saint Joseph PACE.

CONTINUATION OF ENROLLMENT

Enrollment continues regardless of changes in health status unless you voluntarily disenroll or you are involuntarily disenrolled.

MONTHLY PAYMENTS

If you are required to pay a monthly fee to Saint Joseph PACE, you must pay this amount by the first day of the month after you sign the enrollment agreement. Thereafter, payments will be due at the end of each month. Payment can be done by check and made out to Trinity Health PACE and sent to 250 E. Day Road Mishawaka, IN 46545. We do not take cash or credit card.

MEDICARE AND MEDICAID OR MEDICAID ONLY

If you have Medicare and Medicaid, or Medicaid only, you may be liable for any applicable amounts due under the post-eligibility treatment of income process. This is called a liability and is established by the Division of Family Resources (DFR). The liability is based on your income. If there are questions regarding the liability amount, please contact the Division of Family Resources.

As a Medicaid recipient and Saint Joseph PACE participant, you will never pay a premium, co-payment, deductible, or co-insurance for approved services. The payment paid to Saint Joseph PACE by Medicare/Medicaid and/or your Medicaid liability payment will be considered “payment in full” for all approved services. If you are placed in a nursing facility the DFR may recalculate your liability obligation.

As a Saint Joseph PACE participant, you will automatically receive all prescription drug and healthcare benefits from Saint Joseph PACE. If you have Medicare, Saint Joseph PACE has a contract with Medicare to provide you with prescription drug coverage at no cost to you.

MEDICARE ONLY

If you have Medicare only and are not eligible for Medicaid, then you will pay a monthly premium to Saint Joseph PACE. Your monthly premium of \$ _____ starts on _____ (date).

Commented [MM1]: This is the language provided by the state on 4/8/2026.

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 \$_____.

If you have Medicare, you will still pay the monthly Medicare Part B bill to the Social Security Administration, if applicable.

PRIVATE PAY (NEITHER MEDICARE OR MEDICAID)

If you are not eligible for Medicare or Medicaid, then you will pay a monthly premium to Saint Joseph PACE. Your monthly premium of \$_____ starts on _____ (date).

Because this premium does not include the cost of prescription drug coverage, you will be responsible for an additional monthly premium for prescription drug coverage in the amount of \$_____.

PRESCRIPTION DRUG COVERAGE LATE ENROLLMENT PENALTY AND MEDICARE BENEFITS

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in Saint Joseph PACE after going without Medicare prescription drug coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher amount for Medicare prescription drug coverage.

If you become eligible for Medicare after enrollment in PACE, you must obtain all Medicare coverage (Parts A and/or B, and Part D) from Saint Joseph PACE.

FAILURE TO PAY PARTICIPANT OBLIGATION

You are enrolled the first day of the month following the date we receive your signed enrollment agreement. If you have a participant payment, you must make payments by the end of each month or within the 30-day grace period after the end of the month in which payment was due. If you do not pay your bill, you may be disenrolled from the program. If you can't pay, you must call Saint Joseph PACE to plan how you will make up the late payments.

If you receive notice that you will be involuntarily disenrolled for failing to pay your monthly payment and you pay the amount you owe before the effective date of disenrollment, you will remain in the program with no break in coverage. If you are disenrolled for failure to make payments, you will have to go through the entire assessment and enrollment process in order to re-enroll, which may cause a gap in program services.

YOUR SHARE OF COSTS FOR NURSING FACILITY CARE

If you can no longer be cared for in your home, you may need to move into a nursing facility. This may be for a short time, or it may be permanent. On occasion, after a hospitalization, a stay in a nursing facility is what is best for your recovery. The nursing facility may be used to shorten an inpatient admission in a hospital or as a temporary or transitional arrangement when you may not quite be strong enough to go home but are not ill enough to need hospitalization.

Saint Joseph PACE, along with the contracted nursing facility, will provide all your medical care and supervise all your needs in the nursing facility whether your stay is temporary or long term. A member of the IDT will visit you in the nursing facility. Your Saint Joseph PACE primary care provider will continue to care for you.

As a participant in Saint Joseph PACE, you agree to receive inpatient short- and long-term care services in one of our contracted nursing facilities. If you select a nursing facility outside of these contracted locations, you may be fully and personally liable for the costs of the out-of-network facility, unless it has been authorized by the IDT. If at any time it is determined that you require a permanent residency in the nursing facility and you are enrolled in Medicaid, you may be required to share in the cost of nursing facility care. Your share will be determined by your monthly income, less deductions for qualified expenses and a personal needs allowance as set by the State of Indiana.

STOPPING BENEFITS

Your benefits under Saint Joseph PACE can stop if you choose to disenroll from the program (voluntary) or if you no longer meet the conditions of enrollment (involuntary).

You are required to use Saint Joseph PACE services and to submit payment, if applicable, until termination of benefits becomes effective. Saint Joseph PACE will continue to provide you with all necessary services until your disenrollment is effective. We will provide you with information explaining that you may not receive all the same services and benefits in other optional Medicare or Medicaid programs following disenrollment from PACE.

VOLUNTARY DISENROLLMENT

You may leave the program upon notice at any time for any reason. You may notify Saint Joseph PACE either verbally or in writing. If you wish to leave the Saint Joseph PACE program, you should talk about it with your social worker who will help you with returning to other Medicaid/Medicare services. Saint Joseph PACE will request that you sign a disenrollment form that states you will no longer wish to receive Saint Joseph PACE services.

We will work with you to help you return to an appropriate healthcare program, including other Medicare and/or Medicaid programs if applicable. You will not be able to be put back on another Medicaid/ Medicare service until the first of the month after disenrolling. Saint Joseph PACE will be responsible for coordinating your Medicare/Medicaid benefits until your disenrollment is effective.

During this disenrollment period, you must continue to use Saint Joseph PACE services, and we will

continue to provide your authorized services until your disenrollment is effective. You must pay any monthly charge until the disenrollment is effective.

If you choose to disenroll, Saint Joseph PACE will work with you to make referrals to appropriate medical providers in your community, and we will make medical records available within 30 days.

Your voluntary disenrollment is effective on the first day of the month following the date Saint Joseph PACE receives your notice that you wish to disenroll.

INVOLUNTARY DISENROLLMENT

Saint Joseph PACE will do everything possible to avoid involuntary disenrollment. We will provide you with reasonable notice before we take any action to disenroll you from our PACE program. Saint Joseph PACE can terminate your benefits through written notification to you if:

- You fail to pay, or to make satisfactory arrangements to pay, any premium due Saint Joseph PACE, any applicable Medicaid spenddown liability, or any amount due under the post-eligibility treatment of income process, after a 30-day grace period.
- You or your guardian engages in disruptive or threatening behavior, where the behavior jeopardizes your health or safety, or the safety of others; or if you have decision-making capacity and consistently refuse to comply with your individual plan of care or the terms of the PACE enrollment agreement.
- You move out of the Saint Joseph PACE service area or are out of the service area for more than 30 consecutive days unless we agree to a longer absence due to extenuating circumstances. If you plan to move or leave the Saint Joseph PACE service area an extended period of time, you must discuss your plans with your Saint Joseph PACE social worker.
- You no longer meet the State Medicaid nursing facility level of care requirements and are not deemed eligible by the state.
- The Saint Joseph PACE program agreement with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), and the Indiana Family and Social Service Administration is not renewed or is terminated.
- Saint Joseph PACE is unable to offer health care services due to the loss of state licenses or contracts with outside providers.

Your involuntary disenrollment is effective on the first day of the next month that begins 30 days after the day Saint Joseph PACE sends you notice of the disenrollment.

RETURNING TO SAINT JOSEPH PACE

If you leave Saint Joseph PACE, you may get back into the program. You must reapply and meet the eligibility requirements if you wish to re-enroll. If you did not pay your bill and were involuntarily disenrolled from the program, you may re-enroll after you pay your bill.

If you receive notice that you are going to be involuntarily disenrolled because you did not pay your bill, and you pay your bill in full before your disenrollment is effective, you can remain enrolled in the program with no break in coverage.

MEDICAID ELIGIBILITY REVIEW AND CHANGES

If your eligibility for Medicaid changes (for example, you now have more money or assets than last year), you may no longer be eligible to attend Saint Joseph PACE at no cost. If you want to stay in Saint Joseph PACE, you may have to make a monthly payment. The payment amount would equal the amount needed to meet income levels for Medicaid. If you lose your Medicaid eligibility entirely and would like to remain in the program, you will have to pay a monthly premium depending upon your eligibility under Medicare.

If there comes a time when you need a higher level of care and need to reside in a facility, such as a nursing home, a monthly payment may be required according to your income. Please see the section “YOUR SHARE OF COSTS FOR NURSING FACILITY CARE” for more information.

PARTICIPANT RESPONSIBILITIES

Saint Joseph PACE believes greater involvement by our participants in their care improves the quality and satisfaction of their overall health. By encouraging your involvement in your healthcare decisions, it is reasonable to expect you to assume some responsibility. We ask that you:

- Consider taking advantage of opportunities for improving and maintaining your health, such as exercising, not smoking, and eating a healthy diet
- Become involved in your healthcare decisions, if you are able
- Cooperatively work with Saint Joseph PACE to develop and carry out agreed-upon treatment plans
- Tell us about important information and clearly communicate wants and needs
- Use Saint Joseph PACE’s own grievance and appeals process to discuss concerns that might occur (Please note that you do have the right to access the Indiana Fair Hearings process for appeals - see grievance and appeals section for more information);
- Avoid knowingly spreading disease
- Recognize the reality of risks and limits of the science of medical care
- Show respect for other participants and Saint Joseph PACE staff
- Make a good-faith effort to meet financial obligations
- Abide by the rules and procedures of Saint Joseph PACE

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR RESPONSIBILITIES, PLEASE TALK TO YOUR SAINT JOSEPH PACE SOCIAL WORKER.

PARTICIPANT BILL OF RIGHTS

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

At Saint Joseph PACE, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all 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 State and you do not need to get permission from the Saint Joseph PACE 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
- Mental or physical disability

- Sexual Orientation
- Source of payment for your health care (For example, Medicare or Medicaid)

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

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

YOU HAVE A RIGHT TO INFORMATION AND ASSISTANCE.

You have the right to get accurate, easy-to-understand information, 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 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 Saint Joseph PACE 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 Saint Joseph PACE starts providing palliative care, comfort care, and end-of-life 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 services at any time and for any reason by letting Saint Joseph PACE 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 the Saint Joseph PACE 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 have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your physical and mental health.
- To fully understand Saint Joseph PACE’s palliative care, comfort care, and end-of-life services. Before Saint Joseph PACE can start providing you with palliative care, comfort care, or end-of-life 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 FILE A COMPLAINT, REQUEST ADDITIONAL SERVICES OR MAKE AN APPEAL.

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

ADDITIONAL HELP

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

GRIEVANCES AND APPEALS

All of us at Saint Joseph PACE share responsibility for your care, and for your satisfaction with the services you receive. Our procedures for complaints, known as grievances, are designed to enable you or your representative to express any concerns or dissatisfaction you have so that we can address them in a timely and efficient manner. You also have the right to appeal any decision to deny, reduce, or stop what you believe are covered services or to pay for services that you believe we are required to pay.

The information in this section describes our grievance and appeals processes. Any time you wish to make a grievance or file an appeal, we are available to assist you. If you do not speak English, a bilingual staff member or translation service will be available to assist you.

You will never be discriminated or retaliated against, nor be made to be afraid of discrimination or retaliation, because you have made a grievance or filed an appeal. Saint Joseph PACE will continue to provide you with all of your required services during the grievance or appeals process. The confidentiality of your grievance or appeal will be maintained throughout the grievance or appeal process, and information pertaining to your grievance or appeal will only be released to authorized individuals.

GRIEVANCE PROCESS

A grievance is defined as a complaint, either written or oral, expressing dissatisfaction with the service delivery or the quality of care furnished, regardless of whether you are requesting any action be taken as a result. A grievance can be medical or non-medical in nature. Grievances may be between you and Saint Joseph PACE, or between you and one of your other service providers through the PACE program.

Grievances provide an opportunity for you or your family member or representative to have your concerns investigated and receive a timely resolution and response. You will receive written information on the grievance process when you enroll, and at least annually thereafter.

A grievance may include, but is not limited to:

- The quality of services you receive in your home, at the PACE center, or in an inpatient stay (hospital, rehabilitation facility, skilled nursing facility, intermediate care facility, or residential care facility)
- Wait times on the telephone, in the waiting room, or exam room
- Behavior of any of the care providers or program staff
- Adequacy of center facilities
- Quality of the food provided
- Transportation Services
- A violation of your rights

A grievance can be made by you, your family member or caregiver, or your designated representative. The information below describes the grievance process.

1. You can verbally discuss your grievance either in person or by telephone with PACE program staff, or with any Saint Joseph PACE contracted provider. 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 Saint Joseph PACE staff person know the details of your complaint.

The staff person will make sure that your grievance is thoroughly documented. You will need to provide complete information of your grievance so the appropriate staff person can respond and help to resolve your grievance in a timely and efficient manner. If you wish to submit your grievance in writing, please send your written grievance to:

Saint Joseph PACE
250 E. Day Road
Mishawaka, IN 46545

You may also contact us at 574-247-8700 to receive assistance in submitting a grievance. Our PACE staff will assist you with your grievance submission.

2. The staff member who receives your grievance will coordinate the investigation when the cause of your issue needs to be looked into, and investigation of your grievance will begin immediately to find solutions and take appropriate action. All information related to your grievance will be kept strictly confidential, including from other Saint Joseph PACE 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 will not send you any further notifications.

Saint Joseph PACE staff will take action to resolve your grievance as quickly as your case requires, but no later than fifteen (15) business days after receipt of your grievance. If this timeframe needs to be extended in order to complete our investigation and provide a resolution, we will still take action to resolve your grievance as quickly as your case requires, but no longer than thirty (30) calendar days after receipt of your grievance.

3. Saint Joseph PACE will notify you of the resolution as quickly as your case requires, but no later than three (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, for which we will always provide written notification of the grievance resolution. The notification we provide will include a summary of your grievance, what we found as a result of our investigation, what actions we have taken or are going to take to resolve the issue, and when you can expect those actions to occur.
4. If you have Medicare 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 with the quality improvement organization (QIO). If you submit a complaint to the QIO, Saint Joseph PACE must cooperate with them to resolve the complaint. This information will also be included in the resolution notification you receive if you have submitted your grievance to Saint Joseph PACE as an additional option available to you.
5. If you are not satisfied with the resolution, you may contact the Saint Joseph PACE Executive Director within 30 calendar days of the notification of the resolution to request a review. We want

to be able to continue to work towards a resolution that is acceptable to you. You also have the option of contacting 1-800-MEDICARE (1-800-633-4227) to make a complaint related to the quality of your care or the delivery of a service.

Upon admission to an assisted living facility or nursing facility, you may have additional grievance rights and processes to follow. These additional rights and processes will be discussed with you, your family, or authorized representative at that time. If you have a grievance about the facility, you may file the grievance with Saint Joseph PACE, and we will investigate with the facility for you.

APPEAL PROCESS

It is the policy of Saint Joseph PACE to provide all participants, caregivers, and designated representatives with their rights to file an appeal, to be assured of confidentiality, and be free of reprisal during and after the filing of an appeal. There will never be any discrimination against a participant for filing an appeal.

When Saint Joseph PACE decides not to cover or pay for a service you request, if you disagree you may take action to ask that we change our decision. The action you take – whether verbally or in writing - is called an “appeal.” You have the right to appeal any decision we have made to deny, reduce, or stop what you believe are covered services or to deny payment for services that you believe we are required to pay.

You will receive written information from Saint Joseph PACE about the appeals process when you enroll, at least annually, and any time Saint Joseph PACE denies a request for services or payment.

Standard and Expedited Appeals Processes: There are two types of appeal processes: standard and expedited. Both processes are described below.

If you request a **standard appeal**, we will respond to your appeal as quickly as your health requires, but no later than thirty (30) calendar days after we receive your appeal.

If you believe that your life, health, or ability to get well or stay well are in danger without the service you requested, you may ask for an **expedited appeal**. We will automatically decide on your appeal as quickly as your health requires, but no later than seventy-two (72) hours after we receive your request for an expedited appeal. We may extend this time frame by up to fourteen (14) calendar days if you ask for the extension, or if we justify to the Indiana Family and Social Services Administration (FSSA) the need for more information and how the delay benefits you.

Note: If you have Medicaid and the reason for your appeal is that Saint Joseph PACE proposed to reduce or stop service(s) you were receiving, you may choose to request to continue receiving the disputed service(s) until the appeal process is completed. If our initial decision to reduce or stop services is upheld, you may be financially responsible for the payment of disputed service(s) provided during the appeals process.

1. If Saint Joseph PACE denies a service or payment for a service that you or your representative have requested or denies a request to modify or continue a service you were already receiving, you may

appeal the decision. A written notification will be provided to you and/or your representative that will explain the reason for the denial of your service request or request for payment, and you will also receive verbal notification.

2. You can file your appeal either verbally, in person or by telephone, or in writing, with your PACE center's staff. The staff person will make sure that you are provided with written information on the appeals process, and that your appeal is documented appropriately. You will need to provide complete information about your appeal so the appropriate staff person can help to resolve your appeal in a timely and efficient manner. If more information is needed, you will be contacted by the Saint Joseph PACE Quality Department or their designee who will assist you in obtaining the missing information.
3. If you wish to file an appeal by telephone, you may contact Saint Joseph PACE at 574-247-8700. The center receptionist will forward any incoming appeals received by telephone to the Quality Department or, in their absence, to the Executive Director.

If you call the center after hours, the person on call will take your name and information about what you are appealing. He/she will then communicate this information to the Saint Joseph PACE Quality Department the next business day.

4. If you wish to submit your appeal in writing, please send your written appeal to:

Saint Joseph PACE
Attention: Quality Department
250 E. Day Rd
Mishawaka, IN 46545

5. The reconsideration of Saint Joseph PACE's decision will be reviewed by an impartial and appropriately credentialed third party or review committee who was not involved in the initial decision-making process, and who does not have a stake in the outcome of your appeal. You and your representative may present or submit relevant facts and/or evidence related to your appeal for review, in person as well as in writing.
6. Once Saint Joseph PACE completes the review of your appeal, you and your representative will be notified in writing of the decision on your appeal. Saint Joseph PACE will inform you and your representative of other appeal rights you may have if the decision is not in your favor. Please refer to the information described below:

Your Appeal Decision:

If we decide fully in your favor, we are required to provide or arrange for services or payment as quickly as your health condition requires.

If we do not decide fully in your favor, we will provide you with written notification that will include the specific reason(s) for the denial, why the service would not improve or maintain your overall health, your right to appeal the decision, and a description of your external appeal rights through either the Medicare or Medicaid program (**see Additional Appeal Rights, below**). We also are required to notify the federal Centers for Medicare and Medicaid Services and FSSA.

NOTE: Private pay participants have access to the Saint Joseph PACE appeals process only.

EXTERNAL APPEALS:

If Saint Joseph PACE's decision on the appeal is not fully in your favor, you have additional appeal rights under Medicaid and Medicare called external appeal rights. The Medicaid program conducts their next level of appeal through the State's Fair Hearing process, and the Medicare program contracts with an "independent review entity" to provide an external review on appeals. Saint Joseph PACE will offer assistance to you in choosing which appeals process to pursue, if both are applicable, and will forward the appeal to the agency you choose.

You will be contacted by the external review agency when a decision has been reached. If the ruling is in your favor, Saint Joseph PACE will continue, provide, or pay for the appealed service as quickly as your health condition requires.

If the ruling is not in your favor, Saint Joseph PACE will discontinue the service, and request repayment for cost of services provided that were being appealed, if applicable.

MEDICAID APPEALS CONTACT:

If you are enrolled in both Medicaid and Medicare (dually eligible) OR Medicaid only, you can choose the Medicaid appeals process. Indiana Medicaid recipients enrolled in Saint Joseph PACE may appeal the decision in writing directly to:

Office of Administrative Law Proceedings

Attn: FSSA Hearings

100 N. Senate Avenue, Suite N802

Indianapolis, IN 46204

Fax: 317-232-4412

Email: fssa.appeals@oalp.in.gov

You, your family member, or designated representative must send a written appeal request within 30 calendar days of receipt of the decision by the third-party reviewer. If you file an appeal before the effective date of this action, you may receive services during the appeal process. However, if this action is upheld by the Appeals Division, you may be required to reimburse the Saint Joseph PACE program for services paid on your behalf during the appeal period.

Please include a copy of the appeal outcome notification and sign the appeal request.

Please note: Indiana Medicaid recipients are permitted to use the external State Fair Hearing process at any time, however Saint Joseph PACE and FSSA encourage you to use the PACE organizations internal appeals process first. The two cannot be used concurrently.

MEDICARE APPEALS CONTACT:

If you are eligible for Medicare, you may file an appeal to the Independent Review Entity (IRE) that handles Medicare appeals. 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. Saint Joseph PACE will assist you with sending your request to the IRE.

You will be contacted by the IRE when a decision has been reached. The decision of the external review organization is final. If the ruling is in your favor, Saint Joseph PACE will continue, provide, or pay for the appealed service as soon as your health condition demands.

If the ruling is not in your favor, Saint Joseph PACE will discontinue the service, and/or request repayment for cost of services provided that were being appealed.

GENERAL PROVISIONS

Changes to Agreement: If there are changes in the enrollment agreement information at any time during your enrollment, Saint Joseph PACE must meet the following requirements: Give you an updated copy of the information and explain the changes to you and your representative or caregiver in a manner you understand.

Continuation of Services on Termination: Saint Joseph PACE has an agreement with the Centers for Medicare and Medicaid Services (CMS) and the Indiana Family and Social Service Administration that requires period renewal. If our agreement with CMS and the Indiana Family and Social Service Administration is not renewed or is discontinued for any reason, the program will be terminated. If that happens, we will transition your care to other Medicare or Medicaid providers in your community according to your eligibility. Saint Joseph PACE will work to ensure a smooth transition, so you continue to get the care you need.

Cooperation in Assessments: In order for us to determine the best services for you, your full cooperation is required during our assessment of your needs at enrollment and at least twice a year once you enroll as a participant, and in providing us with medical and financial information.

Governing Law: Saint Joseph PACE is subject to the requirements of the Indiana Family and Social Service Administration and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS). Saint Joseph PACE is required to follow state and federal laws and regulations, whether or not they are specifically included in this document.

No Assignment: You cannot assign any benefits or payments due under this agreement to any person, corporation, or other organization. Any assignment by you will be void. Assignment means the transfer to another person or organization of your right to the services provided under this plan or your right to collect money from us for those services.

Notice: Any notice that we give you under this agreement will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of address or other contact information. When you need to give us any notice, please either call us at 574-247-8700, or mail to:

Saint Joseph PACE- Medical Records
250 E. Day Rd.
Mishawaka, IN 46545

Notice of Network/Provider Contract Changes: We will give you reasonable notice of any changes in our provider network that could affect the service you receive. This includes hospitals, physicians, or any other person or institution with which we have a contract to provide services or benefits. We will arrange for you to receive services from another provider.

Policies and Procedures Adopted by Saint Joseph PACE: We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.

Your Medical Records: It may be necessary for us to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, other practitioners, or contracted providers who treat you after you are enrolled in our program. By accepting coverage under this enrollment agreement, you authorize us to obtain and use such records and information. Access to your own medical record is permitted in accordance with Indiana and Federal laws and regulations.

Who Receives Payment Under This Agreement: Payment for services provided and authorized by the interdisciplinary team under this contract will be made by Saint Joseph PACE directly to the Saint Joseph PACE service provider. You cannot be required to pay anything that is owed by Saint Joseph PACE to selected providers. However, payment for unauthorized services, except in case of emergency, may be your responsibility.

Authorization to Take and Use Photographs: As part of the routine administration of this plan, photographs 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.

SAINT JOSEPH PACE ENROLLMENT AGREEMENT SIGNATURE FORM

NOTICE TO PROSPECTIVE PARTICIPANT—READ THIS BEFORE YOU SIGN:

Do not sign this agreement if the rules and requirements have not been explained to you or if you do not understand them. If you have questions, please let us know so that we may answer them. We want you to be comfortable with the decision you are about to make.

BIOGRAPHICAL INFORMATION

Last Name:

First Name:

Middle Name:

Gender: M F Date of Birth: _____ Age: _____

Primary Contact: _____ Relationship: _____

Address:

Phone: (H) _____ (W) _____ (C) _____

MEDICARE, MEDICAID, AND OTHER INSURANCE INFORMATION

MEDICARE STATUS

Medicare Number:

Medicare Part A Only Medicare Part B Only Medicare Part A & B Not entitled to Medicare

MEDICAID STATUS

Medicaid Number:

Not entitled to Medicaid

OTHER INSURANCE (CHECK ALL THAT APPLY):

Veterans Benefits, number:

Black Lung Benefits, number:

Other Policy number:

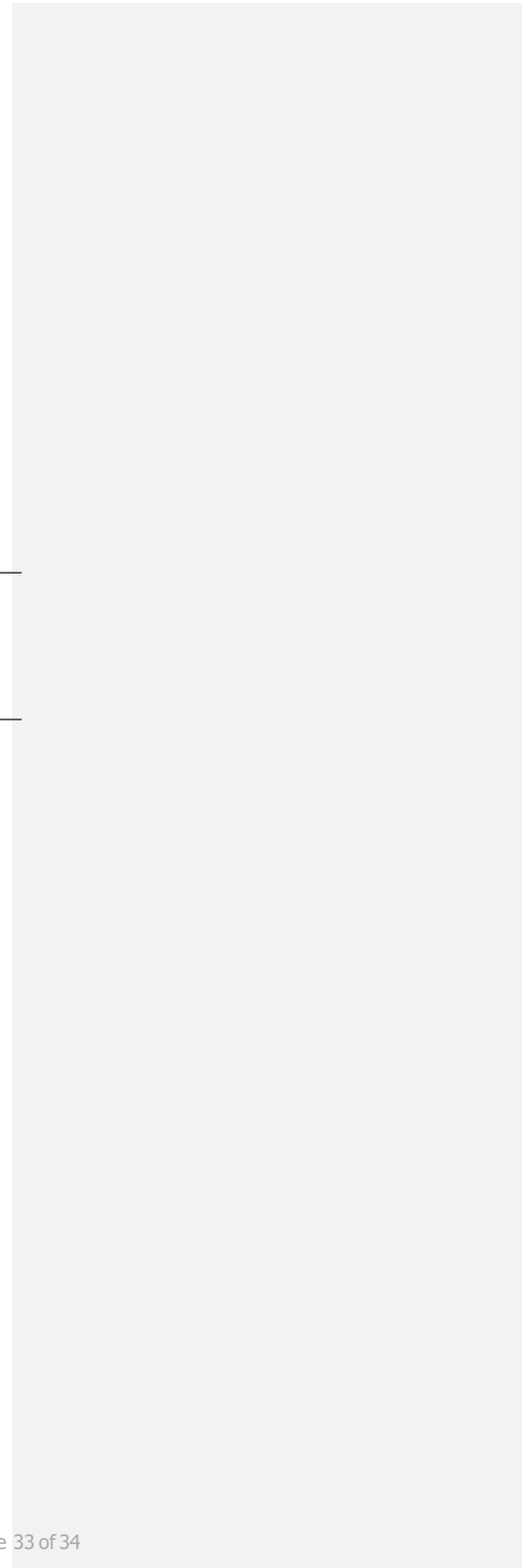
Company Name:

Address

City
Zip

State

Telephone



SIGNATURES

BY SIGNING THIS ENROLLMENT AGREEMENT FORM:

1. I acknowledge that I have had the rules and requirements of participation and my rights as a participant in Saint Joseph PACE explained to me or my authorized representative.
2. I have been given an opportunity to ask questions and all of my questions have been answered satisfactorily.
3. I understand that once I enroll in Saint Joseph PACE, they will be my sole service provider, and I am to receive all my healthcare benefits from Saint Joseph PACE, with the exception of emergency services. I understand that if I am currently enrolled in another Medicare or Medicaid plan, enrollment in Saint Joseph PACE will automatically disenroll me from that Medicare or Medicaid plan.
4. I agree to participate in the Saint Joseph PACE according to the terms and conditions in this Enrollment Agreement. If there are changes in the enrollment agreement information at any time during my enrollment, Saint Joseph PACE will give me an updated copy of the information and will explain the changes to me and my representative or caregiver in a way I can understand.
5. I understand that I am required to notify Saint Joseph PACE if I move or if I will be out of the service area for an extended period of time.
6. I authorize the disclosure and exchange of my personal and health related information between the Centers for Medicare and Medicaid Services (CMS), its agents, the Indiana Family and Social Service Administration, and Saint Joseph PACE.
7. I understand that Saint Joseph PACE has an agreement with CMS and the Indiana Family and Social Service Administration that is subject to renewal on a periodic basis and, if the agreement is not renewed, the program will be terminated.
8. I understand my effective date of enrollment is _____.

Signature of Participant: _____

Participant Name Printed: _____

Date (*Month/date/year*) & Time: _____

Participant's Authorized Representative Signature: _____

Date (*Month/date/year*) & Time: _____

Saint Joseph PACE Representative Signature: _____

Date (*Month/date/year*) & Time: _____