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*founded as Boulder County Hospice in 1976*

**TRU Community Care  
TRU PACE  
Enrollment Agreement**

**A Program of All-inclusive Care for the  
Elderly  
(PACE)**

**2593 Park Lane  
Lafayette, CO 80026**

**To contact  
TRU PACE  
Monday – Friday  
8:00 AM – 5:00 PM**

**Primary Telephone: 303-665-0115**

**TTY Number: 800-659-2656**

**(After hours/weekend/holiday number)  
303-449-7740**

**IN AN EMERGENCY CALL 911**

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## **I. Welcome to TRU PACE**

TRU PACE welcomes you into our program and urges you to review this booklet carefully. Feel free to ask any questions you may have. We will be happy to answer them for you.

Please keep this booklet.

Enrollment in TRU PACE is completely voluntary. TRU PACE is designed to help you live more independently by offering a wide range of medical, functional, emotional, cognitive and social services, all designed to keep you living in the community and preferably in your own home, as long as is appropriate.

We are dedicated to providing a personalized approach to your care so that you, your family, and TRU PACE health care staff can know each other well and work efficiently together on your behalf.

You will be assigned a team of skilled, caring health professionals who will provide ongoing monitoring, care, follow-up and coordination.

Our Center provides you with access to a vast array of services, from primary medical and nursing care to rehabilitation services and therapeutic recreation.

As a participant of TRU PACE, you can speak with a health professional 24 hours a day, seven days a week, 365 days a year. TRU PACE health care professionals monitor changes in your health status and provide care.

Through TRU PACE, you can receive care and services as authorized by the Interdisciplinary Team (Team), such as day care; medical, nursing, social work and nutrition services; physical, occupational, and speech therapy; hospital and skilled nursing care; medical specialty services such as audiology, dentistry, optometry, podiatry, and psychiatry. You will not need authorization for emergency services.

### **Important Notice**

The benefits provided through TRU PACE are made possible through a program agreement TRU Community Care has with the Colorado Department of Health Care Policy and Financing (HCPF) and the US Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS). This agreement allows us to operate a Program of All-inclusive Care for the Elderly (PACE). The agreement is subject to renewal every year and, if the PACE Program Agreement is not renewed, the program will be terminated. Should the program be terminated while you are enrolled TRU PACE will assist you in returning to fee-for-service Medicare and/or Medicaid as applicable.

TRU PACE will provide the same benefits you receive under Medicaid and Medicare plus many more if authorized by TRU PACE's Team. TRU PACE also serves as your health care insurance. As an enrollee in TRU PACE, you agree to accept all services from TRU PACE and its contracted providers. **This means you will no longer need to obtain services from other doctors or medical providers under the traditional fee-for-service Medicare and Medicaid system.** Should you choose to obtain services from other doctors or medical providers outside of the PACE network you may be responsible for any fees incurred, except for emergency services and urgent care services.

Some of the terms used in this document may not be familiar to you. Please refer to the "Definitions" section, Section XVII, at the end of the Enrollment Agreement for explanations of terms used.

## **II. Special Features of TRU PACE**

### **A. Interdisciplinary Team (Team)**

Your care is planned and provided by an Interdisciplinary Team comprised of qualified health professionals. Your Team includes a primary care provider, registered nurse, social worker, physical therapist, occupational therapist, recreational therapist/activity coordinator, dietician, transportation coordinator, home care coordinator, personal care assistant and center director.

The Team's expertise is used to assess your care needs and to get the opinion of additional specialists if necessary. Together, with you and your designated representative (an individual selected by the participant or medical durable power of attorney - MDPOA), the Team creates a plan of care designed just for you.

### **B. Authorization of Care**

Your team will work with you to help enhance your health and independence. Your Team will reassess your care needs on a regular basis. Any changes in your care plan must be reviewed and authorized by the Team. We encourage you to call your Team if you have any questions regarding your care.

### **C. The PACE Center and Other Facilities**

You will receive many of your covered services at the TRU PACE Center. We arrange for transportation to and from the Center, as well as all other medical appointments.

### **D. Primary Care and Other Providers**

The type of health professionals who may provide care to you include primary care provider (physician, nurse practitioner, physician's assistant), registered nurse, social worker, rehabilitation and recreation therapists, home care or center aide, specialist (i.e., cardiologist, surgeon, psychiatrist, etc.), dentist, podiatrist and others.

Your TRU PACE primary care provider will care for you at the Center or in your home when necessary. TRU PACE has contracts with specialists, pharmacy, laboratories, x-ray services, hospitals and nursing facilities.

TRU PACE guarantees access to all covered services, although the availability of specific providers may vary. For a listing of TRU PACE contract providers, please refer to TRU PACE's Provider Directory, included as an insert in your enrollment packet. The Provider Directory will be provided to you upon request.

TRU PACE provides and pays for covered services. Participants may be fully liable for the cost of unauthorized services, except for emergency care and urgent care as described in Section XI.

### **E. Care Tailored to Your Situation.**

We have flexibility in providing your care according to your medical, functional, emotional, cognitive and social needs, and will always consider your preferences in the Plan of Care. We make services available in the most appropriate setting including our Center, in your home, in the community, in hospitals, and nursing facilities, etc.

### **III. Criteria and Conditions of Enrollment**

In addition to meeting the criteria and conditions, you must also sign this Enrollment Agreement and agree to abide by the terms and conditions of TRU PACE, as explained in this Enrollment Agreement. Upon signing, you will receive the following information and documents:

1. A copy of the Enrollment Agreement.
2. A sticker with TRU PACE's emergency telephone number to post in your home.
3. A list of the Team member's names and contracted providers.
4. A TRU PACE identification card with TRU PACE's emergency telephone numbers to carry with you to replace your Medicare and/or Medicaid cards. The TRU PACE identification card is your new insurance card.

#### **A. Eligibility Requirements**

- 55 years of age or older.
- Reside in the TRU PACE service area, as defined as the following zip codes in Boulder and Weld Counties:
  - **Boulder County (Full): 80026, 80027, 80301, 80302, 80303, 80304, 80305, 80455, 80466, 80481, 80501, 80503, 80504\*, 80510, 80540**
  - **Weld County (Partial): 80514, 80516\*, 80520, 80530, 80542**
- **\*zip codes overlap between Boulder and Weld Counties**
- Meet Colorado standard for nursing facility level of care.
- Are able to live safely in the community setting without jeopardizing your health or safety at the time of enrollment.

#### **B. Determination of Clinical Eligibility**

To qualify for TRU PACE you have to meet Colorado's nursing facility level of care and must continue to meet this every year to remain enrolled in PACE. In the event Colorado finds you no longer qualify for nursing facility level of care, you will not be able to continue enrollment in TRU PACE. TRU PACE will work with you to find other services that can meet your needs. You may also appeal the denial of enrollment and TRU PACE will notify you of your appeal rights and how to request an appeal.

#### **C. Financial Eligibility**

You do not need to be eligible for Medicare or Medicaid to enroll in TRU PACE. However:

- If you are applying for Medicaid as the source of payment for the TRU PACE program and do not intend to pay any portion of the fee privately, you must reapply for Medicaid every year
- If you are not eligible for Medicaid or Medicare, you can enroll in TRU PACE but you will have to agree to pay privately for the Medicare and/or Medicaid

portion of the payment to TRU PACE, the Part D prescription drug premium, or any other payments required based on your financial eligibility status. (See Section IV, Monthly Fee).

**D. Determination of Safety in the Community**

To qualify for TRU PACE, the Team must determine that you could live in a community setting without jeopardizing your health or safety.

**E. Plan of Care**

During the enrollment meeting you reviewed the plan of care developed by the team with input from you and your designated representative. You agree to comply with your plan of care in regards to hours, and days of attendance and services to be provided by TRU PACE. Additionally, you discussed the following information:

- Your monthly fee, if any (See Section IV, Monthly Fee).
- Your agreement to receive all health care services authorized and provided exclusively by TRU PACE and its contracted providers, except emergency services.
- What to do if you are unhappy with the care you receive at TRU PACE (See Section XIV and Section XV, Grievance Process and Appeal of Coverage).



#### IV. Monthly Fees

Your payment responsibility will depend upon your eligibility for Medicare, Medicaid or both. If you are eligible for:

- **BOTH MEDICAID AND MEDICARE or MEDICAID ONLY:** You may not be required to make a monthly premium payment to TRU PACE. You may be liable for any applicable spend down liability and any amount due under the post-eligibility treatment of income process depending on the state Medicaid rules. Your approximate monthly payment of \$\_\_\_\_\_ starts on \_\_\_\_\_(date).
- **MEDICARE ONLY:** If you have Medicare and are not eligible for Medicaid then you will pay a monthly premium to TRU PACE. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_(date). Because this fee does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$\_\_\_\_\_\*. You may pay both fees together or you may contact your social worker for additional payment options.
- **PRIVATE PAY (Neither Medicare or Medicaid eligible):** If you are not eligible for Medicare or Medicaid, you will pay a monthly premium to TRU PACE. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_ (date). Because this fee does not include the cost of prescription drug coverage, you will be responsible for an additional monthly fee to cover the equivalent of the Medicare prescription drug coverage in the amount of \$\_\_\_\_\_\*. You may pay both fees together or you may contact your social worker for additional payment options.

**\* The monthly Medicare Prescription drug coverage fee will be the rate that is approved by the Centers for Medicare and Medicaid Services. This rate is calculated on an annual basis. You will be notified of the current approved prescription drug rate at enrollment and annually thereafter.**

#### **Note: Prescription Drug Coverage Late Enrollment Penalty**

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in TRU PACE and were never enrolled in a Medicare prescription drug coverage or had coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact your TRU PACE social worker for more information about whether this applies to you.

If you are required to pay a monthly fee to TRU PACE, you must pay this amount by the first day of the month after you sign the Enrollment Agreement. Thereafter, payments will be due on the first of each month.

Payment can be made by check, money order or cash to:

TRU PACE  
2593 Park Lane  
Lafayette, CO 80026

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## **Termination of Benefits**

If you choose to disenroll (called a voluntary disenrollment) or if you no longer meet the conditions of enrollment (involuntary disenrollment) your benefits under TRU PACE will be discontinued. Both types of disenrollment will require written notice by either you or TRU PACE. Until the termination becomes effective, regardless of the type of disenrollment, TRU PACE will continue to be responsible for your care and you will need to continue paying your usual monthly fee, if you have one. It usually takes 15-45 days to return to the Medicaid system. The effective date of disenrollment will be midnight of the last day of the month that coordination of insurance benefits is complete.

- **Voluntary Disenrollment.**

Enrollment in TRU PACE is voluntary. You may initiate disenrollment from TRU PACE at any time. If you wish to voluntarily disenroll, you should discuss this with your social worker or any other member of your care team.

You will be asked to sign a Disenrollment Form, which will indicate that you will no longer be entitled to services through TRU PACE as of the effective date of your disenrollment.

- **Involuntary Disenrollment.**

TRU PACE may proceed with your disenrollment (after giving you reasonable advance written notice), if TRU PACE determines:

- The participant fails to pay, or to make satisfactory arrangements to pay, any premium due TRU PACE after a 30 day grace period.
- The participant engages in disruptive or threatening behavior,
- The participant moves out of the TRU PACE program service area or is out of the service area for more than 30 consecutive days, unless TRU PACE agrees to a longer absence due to extenuating circumstances.
- The participant is determined to no longer meet the State Medicaid nursing facility level of care requirements and is not deemed eligible.
- The TRU PACE program agreement with CMS and the State administering agency is not renewed or is terminated.
- The TRU PACE organization is unable to offer health care services due to the loss of State licenses or contracts with outside providers.

If you are going to be disenrolled due to failure to pay the monthly premium, you can remain enrolled simply by paying the fee. You must make this payment before the end of the month of your disenrollment.

An involuntary disenrollment requires approval from HCPF.

**V. Renewal Provision**

If you choose to leave TRU PACE (disenroll voluntarily or involuntarily), you must reapply and meet the eligibility requirements to be reinstated. Previous enrollment in TRU PACE does not guarantee future enrollment.

## **VI. TRU PACE Available Service and Coverage**

TRU PACE provides all of the participant's care services, as explained below, based on your individual needs as determined by the Team and with you or your representative's input.

If you or your designated representative disagrees with the Team's decision not to approve an item or service, you have the right to appeal its decision. Refer to Section XV for a description of the Appeal Process.

**All services, except Emergency Services, must be authorized by the Team.**

1. PACE Center (Monday through Friday)
  - Full lunch, morning and afternoon snacks
  - Recreational activities
2. Primary Medical Care which includes clinic visits with TRU PACE's Primacy Care Providers (Physician, Nurse Practitioner, Physician's Assistant) and/or Registered Nurse
  - Physical examinations
  - Immunizations
  - Preventive health care
  - Specialists care
  - Consultation
  - Women's Health Services
  - Assistance with medications
  - 24-hour / 7 days a week access to a primary care provider and nurses
  - After-hours non-emergent calls after the center closes
3. Nursing Care
  - Skilled RN services
  - Instruction to prevent illness and disability
4. Supportive Services
  - Personal care such as bathing, hair and nail care, dressing, grooming and assistance with toileting
  - Personal laundry
5. Social Work Services
  - Social Services/Case Management
  - Individual and Group Therapy
6. Physical, Speech and Occupational therapies

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- Exercise and rehabilitation
  - Equipment as needed, such as canes, walkers and home safety improvements
7. Recreation Services including outings, crafts, religious services, music therapy, and storytelling.
  8. Podiatry (foot) care
  9. Transportation Services
    - Transportation to and from the Center, and when appropriate, with an escort
    - Transportation for all specialty services and other services not received at the Center, and when appropriate, with an escort
    - Ambulance Services but only in case of emergency
  10. Nutrition assessment, counseling and teaching
  11. Prescribed Medications

Your PACE primary care provider will prescribe medications for you. TRU PACE is a Medicare Part D provider, and all medications will be provided through a partner pharmacy. You will be provided all over-the-counter medications that are prescribed by the primary care provider.
  12. Vision care will be provided to you according to your needs
    - The primary care provider will administer an eye test and general eye exam.
    - The Team will authorize an optometrist or ophthalmologist when needed to provide routine eye care, treatments or corrective lenses based on the primary care provider's recommendations.
  13. Psychiatry/Psychotherapeutic Service
    - Evaluation
    - Consultation
    - Diagnosis
    - Treatment
  14. Audiology
    - Hearing Aids (including repairs and maintenance)
  15. Artificial Limbs
  16. Durable Medical Equipment
  17. Dental care
    - Dental care will be provided to you according to your needs.
    - The primary care provider will perform a basic oral exam.

- A dentist will provide dental care and dental check-ups or other dental services if needed as recommended by your Primary Care Provider and authorized by the team.

18. Emergency coverage anywhere in the United States.

(See Section XI for a definition of an Emergency Medical Condition and conditions that apply)

19. Urgently needed care outside the TRU PACE service area.

(See Section XI for a definition of Urgent care)

20. Post Stabilization Care.

(See Section XI for a definition of Post Stabilization care and conditions that apply)

21. Services provided in your Home

- Homemaker/Chore Services
- Home Health Aide Services
- Home Delivered Meals
- Personal Care
- Skilled Nursing Services
- Primary Care Services
- Medical Social Services
- Physical or Occupational Therapy

22. Nursing Facility Care

- Semi-private Room
- Primary Care and Nursing Services
- Medical Social Services
- Medical Supplies
- Prescription Drugs
- Physical, Speech and Occupational Therapies
- All Meals
- Durable Medical Equipment
- Personal Care
- **The following nursing facility care costs are not covered by TRU PACE: a private room, private duty nurse, (unless medically necessary) and non-medical items for personal conveniences such as telephone charges and radio or television rental, unless specifically authorized by the Team as part of the plan of care.**

23. Hospitalization Inpatient Care

- Semi-private room and board
- Medical and Nursing Services
- Psychiatric Services

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- Meals
- Medications and Biologicals
- Diagnostic or Therapeutic Items and Services
- Laboratory tests, x-rays and other diagnostic procedures
- Kidney Dialysis
- Dressing, Cast, Supplies
- Operating and Recovery Room
- Oxygen and Anesthesia
- Organ and Bone Marrow Transplants (non-experimental and non-investigative)
- Durable Medical Equipment
- Rehabilitation Services
- Blood, Blood Plasma or Blood Derivatives
- Substance Abuse Services
- Medical Social Services and Discharge Planning
- **Not included under hospital care are: private room and private duty nursing (unless medically necessary) and non-medical items for your personal convenience, such as telephone charges and radio or television rental, unless specifically authorized by the Team as part of the plan of care.**

When hospitalization is needed, TRU PACE has a contract with **Boulder Community Health** and **Longmont United Hospital**. If continued care is needed following discharge, TRU PACE will arrange for admission to the appropriate contracted facility, such as a skilled nursing facility, in the local area.

24. Hospital Outpatient

- Lab, x-ray, medical equipment, surgical services, and substance abuse programs.

25. End Stage Renal Disease Services

26. End of Life Care or Hospice

27. Other services determined necessary by the Team to improve and maintain your overall health status.

## **VII. Service Exclusions and Limitations**

Exclusions and Limitations include:

- Any service not authorized by the Team, unless it is an Emergency Service. You may be fully and personally liable for the costs of unauthorized services.
- Surgery primarily for cosmetic purposes, unless necessary for improved functioning of a malformed part of your body resulting from an accidental injury or for reconstruction following mastectomy.
- Experimental medical, surgical, or other health procedures unless authorized by the Team.
- Any services rendered outside of the United States defined as the 50 states of the U.S., the District of Columbia, and the U.S. territories (Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands)
  - In the event that a Canadian or Mexican hospital is closer than a U.S. hospital TRU PACE may pay for certain types of health care and services.
  - If you are crossing through Canada without delay on the most direct route between Alaska and another state and have a medical emergency.

## **VIII. Services Outside the TRU PACE Service Area**

Please notify your Team before leaving the service area overnight, so that the Team can coordinate your care and provision of services. The Team will explain what to do if you become ill while away.

Any services you receive outside of the health plan service area, other than emergency services, must be authorized by the Team. You may be fully and personally liable for the costs of unauthorized services.

Services received outside the United States are not covered by TRU PACE excluding the following: In accordance with §424.122 and §424.124 of the Code of Federal Regulations Title 42 and as permitted under the States approved Medicaid plan (See Section VIII Service Exclusion and Limitations).

If you remain outside the service area for 30 days or more, without prior authorization from the Team, you may be automatically disenrolled from TRU PACE.

## **IX. After Hours Care**

If you need to speak to a health care professional to receive advice or treatment for an injury or onset of a serious illness, cannot wait until regular clinic hours, please follow these instructions:

- If you believe it is an emergency dial **911**.
- For afterhours care, call TRU PACE at 303-449-7740. The telephone number is listed on your membership card. For the hearing impaired, call the Colorado Relay Operator: 1(800)-659-2656.



## **X. Emergency Services**

TRU PACE provides access to care 24 hours per day, 7 days per week, 365 days per year.

**Emergency care.** Emergency care is appropriate when services are needed immediately because of an injury or sudden illness and the time required to reach the PACE organization or one of its contract providers, would cause risk of permanent damage to the participant's health. Emergency services include inpatient and outpatient services that meet the following requirements:

- Are furnished by a qualified emergency services provider, other than the PACE organization or one of its contract providers, either in or out of the PACE organization's service area.
- Are needed to evaluate or stabilize an emergency medical condition.

**An emergency medical condition** means a condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

- Serious jeopardy to the health of the participant.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

### ➤ **If you need Emergency Services, please call 911.**

Please answer questions and follow instructions carefully. 911 will determine if you have an emergency and take you to the nearest hospital emergency room. Please tell the emergency providers that you are a TRU PACE participant and present your TRU PACE card to the emergency room staff.

Please notify TRU PACE as soon as possible if you have used 911 emergency services.

When you call TRU PACE, a staff member will advise you what to do and make arrangements for you to receive necessary care. The TRU PACE primary care provider, who is familiar with your medical history, will work with the emergency service providers in following up on your care.

### ➤ **Emergencies When You Are Out of the Service Area**

TRU PACE also covers emergency and urgently needed care when you are temporarily out of the service area but still in the United States. If you access emergency services, ambulance services and/or hospital services when out of the service area, you must notify TRU PACE as soon as reasonably possible. If you are hospitalized, we have the right to arrange a transfer when

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your medical condition is stabilized to a TRU PACE contracted hospital or another hospital designated by us. We may also transfer your care to a TRU PACE primary care provider.

TRU PACE will pay for all necessary health care services provided to you which are needed to stabilize your condition until TRU PACE arranges your transfer or you are discharged.

**Reimbursement Provisions** after an Emergency

If you paid for any service, you should request a receipt from the facility or provider involved. This receipt must show: the provider and facility name, your health problems and diagnosis, date of treatment and release, and charges.

Please provide a copy of this receipt to your TRU PACE Center Director for approval and reimbursement. You can also mail a copy of your receipt to:

TRU PACE  
2593 Park Lane  
Lafayette, CO 80026

**You may be responsible for any charges for services, which do not meet the definitions of Emergency (see above under Section XI) or Urgently Needed Care.**

**Urgently Needed Care** means services that are necessary to prevent serious deterioration of your health while you are temporarily out of TRU PACE's service area and if you believe your illness or injury is too severe to postpone treatment until you return to the service area, but that your life or functioning is not in severe jeopardy.

**Post-Stabilization Care** means services provided subsequent to an emergency that a treating provider views as necessary after an emergency medical condition has been stabilized. They are not emergency services. Rather, they are non-emergency services that require approval before they are provided outside of the service area.

If you require **Urgently Needed Care or Post-Stabilization Care** services following Emergency Services, you can call TRU PACE 24 hours a day, 7 days a week at the number listed above for pre-authorization. TRU PACE will answer your questions and respond to your requests for services.

If the TRU PACE on-call staff cannot be contacted, or does not respond to your request within one hour after being contacted, then the Urgently Needed Care or Post-Stabilization Care will automatically be covered by TRU PACE.

## **XI. Participant's Bill of Rights and Responsibilities**

### Your Rights in the Program of All-inclusive Care for the Elderly

The Program of All-inclusive Care for the Elderly, also called PACE, is a special program that combines medical and long-term care services in a community setting.

When you join a PACE program, you have certain rights and protections. TRU Community Care, 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 TRU Community Care, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. Our staff seeks to affirm the dignity and worth of each participant by assuring the following rights:

***Respect and nondiscrimination.*** Each participant has the right to considerate, respectful care from all PACE employees and contractors at all times and under all circumstances. Each participant has the right not to be discriminated against in the delivery of required PACE services based on race, ethnicity, national origin, religion, sex, age, sexual orientation, mental or physical disability, or source of payment. Specifically, each participant has the right to the following:

- To receive comprehensive health care in a safe and clean environment and in an accessible manner.
- To be treated with dignity and respect, be afforded privacy and confidentiality in all aspects of care, and be provided humane care.
- Not to be required to perform services for the PACE organization.
- To have reasonable access to a telephone.
- To be free from harm, including physical or mental abuse, neglect, corporal punishment, involuntary seclusion, excessive medication, and any physical or chemical restraint imposed for purposes of discipline or convenience and not required to treat the participant's medical symptoms.
- To be encouraged and assisted to exercise rights as a participant, including the Medicare and Medicaid appeals processes as well as civil and other legal rights.
- To be encouraged and assisted to recommend changes in policies and services to PACE staff.

***Information disclosure.*** Each PACE participant has the right to receive accurate, easily understood information and to receive assistance in making informed health care decisions. Specifically, each participant has the following rights:

To be fully informed in writing of the services available from the PACE organization, including identification of all services that are delivered through contracts, rather than furnished directly by the PACE organization at the following times:

- Before enrollment.

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- At enrollment.
- At the time a participant's needs necessitate the disclosure and delivery of such information in order to allow the participant to make an informed choice.
- To have the enrollment agreement, described in §460.154, fully explained in a manner understood by the participant.
- To examine, or upon reasonable request, to be assisted to examine the results of the most recent review of the PACE organization conducted by CMS or the State administering agency and any plan of correction in effect.

***Choice of providers.*** Each participant has the right to a choice of health care providers, within the PACE organization's network, that is sufficient to ensure access to appropriate high-quality health care. Specifically, each participant has the right to the following:

- To choose his or her primary care physician and specialists from within the PACE network.
- To request that a qualified specialist for women's health services furnish routine or preventive women's health services.
- To disenroll from the program at any time.

***Access to emergency services.*** Each participant has the right to access emergency health care services when and where the need arises without prior authorization by the PACE interdisciplinary team.

***Participation in treatment decisions.*** Each participant has the right to participate fully in all decisions related to his or her treatment. A participant who is unable to participate fully in treatment decisions has the right to designate a representative. Specifically, each participant has the following rights:

- To have all treatment options explained in a culturally competent manner and to make health care decisions, including the right to refuse treatment, and be informed of the consequences of the decisions.
- To have the PACE organization explain advance directives and to establish them, if the participant so desires, in accordance with §§489.100 and 489.102 of this chapter.
- To be fully informed of his or her health and functional status by the interdisciplinary team.
- To participate in the development and implementation of the plan of care.
- To request a reassessment by the interdisciplinary team.
- To be given reasonable advance notice, in writing, of any transfer to another treatment setting and the justification for the transfer (that is, due to medical reasons or for the participant's welfare, or that of other participants). The PACE organization must document the justification in the participant's medical record.

***Confidentiality of health information.*** Each participant has the right to communicate with health care providers in confidence and to have the confidentiality of his or her individually identifiable health care information protected. Each participant also has the right to review and copy his or

her own medical records and request amendments to those records. Specifically, each participant has the following rights:

- To be assured of confidential treatment of all information contained in the health record, including information contained in an automated data bank.
- To be assured that his or her written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- To provide written consent that limits the degree of information and the persons to whom information may be given.

***Complaints and appeals.*** Each participant has the right to a fair and efficient process for resolving differences with the PACE organization, including a rigorous system for internal review by the organization and an independent system of external review. Specifically, each participant has the following rights:

- To be encouraged and assisted to voice complaints to PACE staff and outside representatives of his or her choice, free of any restraint, interference, coercion, discrimination, or reprisal by the PACE staff.
- To appeal any treatment decision of the PACE organization, its employees, or contractors through the process described in §460.122.

### **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.

## **XII. Non Discrimination Notice**

TRU PACE complies with applicable Federal civil rights laws and does not discriminate on the basis of race, ethnicity, national origin, religion, age, sex, mental or physical disability, sexual orientation or source of payment for your health care. TRU PACE does not exclude people or treat them differently because of race, ethnicity, national origin, religion, age, sex, mental or physical disability, sexual orientation or source of payment.

TRU PACE:

- Provides free aids and services to people with disabilities to communicate effectively with TRU PACE, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters

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- Information written in other languages

If you need these services, contact TRU Community Care's Compliance Officer.

If you believe that TRU PACE has failed to provide these services or discriminated in another way on the basis of race, ethnicity, national origin, religion, age, sex, mental or physical disability, sexual orientation or source of payment, you can file a grievance with: TRU Community Care Compliance Officer, 2594 Trailridge Drive East, Lafayette, CO 80026, 303-604-5225, TTY Colorado Relay – 1-800-659-2656, FAX 303-415-3451. You can file a grievance in person or by mail or fax. If you need help filing a grievance, our Compliance Officer is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**You have a right to all of this information in a language of your choice. Please call us directly. We will work through an interpreter to discuss what materials you need in the language of your choice.**

If you speak any language other than English, language assistance services, free of charge, are available to you. Call 1-303-665-0115 (TTY: 1-800-659-2656)

**Spanish:**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-303-665-0115 (TTY: 1-800-659-2656).

**Vietnamese:**

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CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-303-665-0115 (TTY: 1-800-659-2656)

**Chinese:**

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-303-665-0115 (TTY: 1-800-659-2656)。

**Korean:**

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-303-665-0115 (TTY: 1-800-659-2656) 번으로 전화해 주십시오.

**Russian:**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-303-665-0115 (телетайп: 1-800-659-2656).

**Amharic:**

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-303-665-0115 (መስማት ለተሳናቸው: 1-800-659-2656)።

**Arabic:**

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-303-665-0115 (رقم 800-659-2656) أو 1-303-665-0115 هاتف الصم والبكم: 1-800-659-2656

**German:**

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-303-665-0115 (TTY: 1-800-659-2656)

**French:**

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-303-665-0115 (ATS : 1-800-659-2656).

**Nepali:**

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-303-665-0115 (टिटिवाइ: 1-800-659-2656) ।

**Tagalog:**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-303-665-0115 (TTY: 1-800-659-2656)

**Japanese:**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-303-665-0115 (TTY: 1-800-659-2656)まで、お電話にてご連絡ください。

**Cushite: No formal written language. Written documentation is in Oromo.**

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-303-665-0115 (TTY: 1-800-659-2656)

**Persian: No formal written language. Written documentation is in Farsi.**

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با تماس بگیرید. 1-303-665-0115 (TTY: 1-800-659-2656).

**Kru: No formal written language. Written documentation is in Bassa.**

Dè dɛ nià kɛ dyédé gbo: ɔ̄ jũ ké m̄ [Bàsòò-wùdù-po-nyò] jũ ní, nií, à wuɖu kà kò dò po-poò béin m̄ gbo kpáa. Đá 1-303-665-0115 (TTY: 1-800-659-2656)

**Ibo:**

Ige nti: O buru na asu Ibo asusu, enyemaka diri gi site na call 1-303-665-0115 (TTY: 1-800-659-2656)

**Yoruba:**

AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-303-665-0115 (TTY: 1-800-659-2656).



### **XIII. Grievance Process**

A grievance is defined as a written or oral expression of dissatisfaction with service delivery or quality of care furnished. TRU PACE will provide you with written information on the grievance process annually.

All of us at TRU PACE share the responsibility for assuring that you are satisfied with the care you receive. We understand that sometimes there are areas of dissatisfaction that require our attention and response. If you are dissatisfied, we encourage you to express any complaints or concerns you may have. If you do not speak English, we will ensure an individual who speaks your language will facilitate the grievance process.

TRU PACE will assist you in the grievance process and inform you of the steps involved in the resolution. You or your designated representative can discuss your concerns or send a letter expressing them to any member of the staff or administration of TRU PACE. All services will be continued during the grievance process.

The staff member who receives your grievance will forward it to the TRU PACE VP of Quality and Compliance who sees that action is taken. You will receive a written acknowledgment of the grievance within five (5) working days of receiving it.

We will notify you of the results of your complaint within 30 days.

If you are not satisfied with the outcome, you may take your grievance to the State Administering Agency at:

Colorado Department of Health Care Policy and Financing  
1570 Grant Street  
Denver, CO 80203  
303-866-2993

Following resolution of the grievance, a copy of the report will be sent to you or your designated representative.

## **XIV. Appeal of Coverage and Payment Denials**

### **What is an Appeal?**

An appeal is an opportunity for you to state that you disagree with a decision that was made concerning you and your plan of care. Because PACE provides services to you as an enrollee of our program, you may not agree with a decision of the Team, such as a denial for a service you requested or a reduction in a service you were receiving and liked. If that happens you can bring an appeal to us for review

### **Your Right to Appeal**

As a PACE participant or potential enrollee, **you have the right to appeal any decision the TRU PACE Team makes if you do not agree with it.** These reasons may or may not include denying a service you want, stopping a service you were getting, reducing a service to fewer days, disenrolling you from our program involuntarily, and others. An appeal may be either orally or in writing to any staff member at any time and you will be given an opportunity to present evidence related to the appeal in person or in writing. You may be assisted by TRU PACE to complete the appeal process if you so choose.

If you are receiving a service that the Team has determined to discontinue, TRU PACE will continue to furnish the disputed services until a final determination of your appeal has been made. If the appeal is in your favor, we will continue the service as you requested. If the appeal does not go in your favor you may be liable for the costs of the contested services. .

### **The Appeal Process**

The appeals process will be reviewed with you or your designated representative at enrollment, at least annually, and any time the Team denies any request for service or payment. All appeal information will be kept confidential.

TRU PACE will continue to furnish all other required services during the appeals process. There will be no discrimination by TRU PACE against you on the grounds that you or your designated representative filed an appeal.

Participant appeals will be treated by all TRU PACE employees in a confidential manner.

### **Filing an Appeal**

There are two types of initial appeals you can file: a Standard Appeal or an Expedited Appeal.

#### ➤ Standard Appeal

Standard appeals are those that are not urgent. These appeals will be resolved as expeditiously as is required by the condition of your health, but no later than 30 days when we received your appeal. You will have the opportunity to present additional evidence on your case, in person, as well as in writing. TRU PACE will provide you with a written notice of the appeal decision .If the appeal is resolved in your favor, TRU PACE will provide or pay for the disputed service as quickly as your health conditions requires.

To file a Standard Appeal, you or your designated representative should express your appeal verbally to a member of the staff or mail or deliver your written appeal to the address below:

TRU PACE  
2593 Park Lane  
Lafayette, CO 80026  
Attention: TRU PACE Quality Assurance Coordinator

➤ Expedited Appeal

If you believe a decision is needed quickly and it may seriously affect your life, health, or functioning then you should file an expedited appeal. These appeals are resolved within 72 hours of receipt. TRU PACE may extend the 72 hour timeframe by up to 14 calendar days if you request an extension, or if TRU PACE can justify to the State the need for additional information and how the delay is in your best interest. You will have the opportunity to present evidence on your case, in person, as well as in writing.

To file an Expedited Appeal, you or your designated representative should contact TRU PACE at 303-665-0115 or Fax: 303-604-5393 or for the hearing impaired TTY: 800-659-2656.

To ensure we remain unbiased and make decisions in your best interest, we will review all Expedited decisions and may also appoint an appropriately credentialed and impartial third party who was not involved in the original action and who does not have a stake in the outcome to review your appeal.

### **Understanding the Appeal Decision**

Appeals can be either in your favor (approved, upheld, agreed to) or not in your favor (denied, not in agreement). For decisions in your favor, services will be continued or we will make the necessary changes to meet your original request as expeditious as possible as your medical condition requires. For decisions that do not go in your favor, you still have the option to appeal to an outside entity under Medicaid and or Medicare.

### **Your Right to File a Second Appeal**

If TRU PACE makes a decision that is not wholly in your favor, you may file an external appeal verbally or in writing through one of the options below. If you are not sure which program you are enrolled in, ask us. If you are unsure which option to choose, we will help you. You have the right to submit your appeal at any time.

➤ **For participants on both Medicare and Medicaid (also known as a Dual Eligible):**

If you are enrolled in both Medicare and Medicaid, you may choose only one process to file an appeal. If you wish, we can help you understand each appeals process by explaining the different processes.

Option 1: Use the Medicaid process to file.

The State Medicaid program uses the Fair Hearing process. You will need to call and find out how to submit your appeal. They can be reached at:

State Office of Administrative Courts  
1525 Sherman Street, 4<sup>th</sup> Floor  
Denver, CO 80203  
(303) 866-2000

Option 2: Use the Medicare process to file.

The federal Medicare program contracts with an Independent Review Entity (IRE) to provide external review on appeals involving PACE programs like us. This review organization is completely independent of TRU PACE organization. We will send your case file to Medicare's IRE for you. If Medicare's IRE decision is in your favor and you have requested a service that you have not received, we will give you the service as quickly as your health condition requires. If you have requested payment for a service that you have already received, we must pay for the service. If you choose to appeal on your own through Medicare, please call: 1-800-MEDICARE (1-800-633-4227) or for the hearing impaired TTY/TTD: 1-877-486-2048. If you choose to have someone help you with this process, please fill out an Appointment of Representative form SSA 1696 ([www.ssa.gov/forms/ssa-1696.pdf](http://www.ssa.gov/forms/ssa-1696.pdf)).

➤ **For participants on Medicare only:**

If you are enrolled in Medicare only you may appeal using Medicare's external appeal process. The federal Medicare program contracts with an Independent Review Entity (IRE) to provide external review on appeals involving PACE programs like us. This review organization is completely independent of TRU PACE organization. We will send your case file to Medicare's Independent Review Entity (IRE) for you. If Medicare's IRE decision is in your favor and you have requested a service that you have not received, we will give you the service as quickly as your health condition requires. If you have requested payment for a service that you have already received, we must pay for the service. If you choose to appeal on your own through Medicare, please call: 1-800-MEDICARE (1-800-633-4227) or for the hearing impaired TTY/TTD: 1-877-486-2048.

➤ **For participants on Medicaid only:**

If you are enrolled in Medicaid only you may appeal using Medicaid's appeals process. The State Medicaid program uses the Fair Hearing process. They can be reached at:

State Office of Administrative Courts  
1525 Sherman Street, 4<sup>th</sup> Floor  
Denver, CO 80203  
(303) 866-2000

➤ **For participants NOT on Medicaid and Pay Privately for any portion of PACE Services:**

HCPF conducts an independent review for participants who are not eligible for Medicaid and pay privately for a portion of PACE services.

## **XV. General Provisions**

### **Advance Directives**

TRU PACE encourages participants to complete or review/update their current advance directive documents. TRU PACE will not discriminate against participants in the provision of services on the basis of having or not having an Advance Directive.

### **Authorization to Take and Use Photographs**

It may be necessary for us to obtain and use photographs of you for the purposes of identification, publicity, illustration, advertising and web content. We will request your written consent for each incident, for TRU PACE to obtain and use such photographs.

### **Changes to TRU PACE**

Changes to TRU PACE may be made without your consent if they are approved by both CMS and HCPF. We will give you written notice of any change.

### **Continuation of Services on Termination**

If this contract terminates, you will be advised of the availability of other services. You will be reinstated back into the traditional fee-for-service Medicaid or Medicare programs, if you are eligible. We will assist you with this transition to help you find appropriate care and help you understand your options. We will give you at least 60 days advanced written notice.

### **Cooperation in Assessment**

In order for TRU PACE to determine the best care for you, your full cooperation is required in providing medical and financial information to us.

### **Governing Law**

TRU PACE is subject to the requirements of the Code of Federal Regulations Titles 42 part 460. Any provision required to be in this Contract by the above will bind TRU PACE whether or not set forth herein, and any provision of the Contract which, on its effective date, is in conflict with state or federal law is hereby amended to conform to the minimum requirements of such statutes.

### **No Assignments**

You cannot assign any benefits or payments due under TRU PACE to any person, corporation or organization. Any assignments by you will be void (assignment means the transfer to another person or organization of your right to the services provided or your right to collect money from us for those services).

**Notice**

Any notice which we give you will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of your address. This notification may be done verbally to any staff member or may be mailed to our offices at:

TRU PACE  
2593 Park Lane  
Lafayette, CO 80026  
Telephone number is: 303-665-0115  
For hearing impaired TTY number: 800-659-2656

**Notice of Certain Events**

If you will be materially or adversely affected, we will give you reasonable notice of any termination, breach of contract, or inability to perform, by hospitals, physicians, or any other person with whom we have a contract to provide services. We will arrange for service with another provider for any interrupted benefit.

**Our Relationship to TRU PACE Contracted Providers**

TRU PACE is able to provide full scope of services through contracts with community providers. TRU PACE contracted providers are at all times acting and performing as independent contractors and assume all responsibility for malpractice and neglect caused by the contracted providers or their staff. TRU PACE contracted providers are required to abide by the rules and regulations of the TRU PACE program. We reserve the right to adopt reasonable policies and procedures in order to provide services and benefits.

**Recovery from Third-Party Liability**

If you are injured or suffer an ailment or disease due to an act or omission of a third party giving rise to a claim of legal liability against the third party, TRU PACE must report such instances to HCPF. If you are a Medicaid beneficiary, any proceeds which you may collect, pursuant to the injury, ailment or disease, are assigned to HCPF. If you are a Medicare beneficiary, TRU PACE will actively pursue third party claims.

**Waiver of Conditions for Care**

If you do not meet certain conditions to receive a particular service, TRU PACE reserves the right to waive such conditions if we determine that you could benefit from receiving that service. However, if we do waive a condition for you in one instance, this does not mean that we are obligated to waive that condition or any other condition for you on any other occasion.

**Who Receives Payment?**

Payment for services provided and authorized by the Team will be made by TRU PACE directly to the provider. You cannot be required to pay anything that is owed by TRU PACE to the selected providers. Payment for unauthorized services, except in the case of an emergency, will be your responsibility.

**Your Medical Records**

Access to your own medical record is permitted in accordance with Colorado law.

## **XVI. Definitions**

**"TRU PACE Contracted Provider"** means a health facility, health care professional, or agency which has contracted with TRU PACE to provide health and health-related services to TRU PACE participants.

**"TRU PACE Primary Care Provider"** means a physician, nurse practitioner, physician's assistant who is employed or contracted by TRU PACE to provide medical services.

**"Advance Directives"** refers to those instructions you may have identified for any health care arrangements you would prefer in the case you become unable to make your own decisions.

**"Benefits and Coverage"** means the health and health-related services TRU PACE provides you. These services take the place of the benefits you would otherwise receive through Medicaid and Medicare. This is made possible through an agreement between TRU Community Care, and HCPF and CMS. This agreement gives you the same benefits you would receive under Medicaid and Medicare plus many additional benefits. To receive any benefits from TRU PACE, you must meet the conditions described in this Enrollment Agreement.

**"Eligible for Nursing Facility Level of Care"** means that your health status, as evaluated by either Boulder or Weld County Single Entry Point Team, meets the Colorado criteria for placement in a nursing facility and/or skilled nursing facility care. Although you must meet the nursing facility level of care to be accepted as a participant in TRU PACE, you may receive those services in the home instead of in a nursing facility. TRU PACE's goal is to maintain your independence in the community as long as it is medically and socially feasible.

**"Emergency"** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- Placing your health in serious jeopardy
- Serious impairment to bodily functions or
- Serious dysfunction of any bodily organ or part.

**"Exclusion"** means any service and/or benefit that is not provided by TRU PACE. For example, non-emergency services received without authorization by the TRU PACE team are excluded from coverage. You would have to pay for any such unauthorized services.

**"Enrollment Agreement"** means this document, which establishes the terms and conditions and describes the benefits available to you through TRU PACE as long as you are a participant.

**"Health-Related Services"** mean those services which support the provision of health services and help you maintain your independence. Such services include personal care, homemaker/chore attendant, recreational therapy and/or activities, translation, transportation, home-delivered meals, financial management, and assistance with housing problems.



**"Health Services"** means services such as medical care, diagnostic tests, durable medical equipment, medications, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology. Health services may be provided at TRU PACE's day center/clinic, in your home, or in professional offices of specialists, or nursing facilities under contract with TRU PACE.

**"Home Health Care"** refers to two categories of services; supportive and skilled services. Based on individual treatment plans, supportive services are provided to participants in their homes and may include household and related chores such as laundering, meal assistance, cleaning and shopping, as well as assistance with personal care as needed. Skilled services may be provided by TRU PACE's social workers, nurses, occupational and physical therapists and on-call medical staff.

**"Hospital Services"** mean those services which are generally and customarily provided by acute general hospitals.

**"Interdisciplinary Team" or "Team"** means TRU PACE's professional interdisciplinary team consisting of a primary care provider, masters-level social worker, registered nurse, home care coordinator, day center manager, transportation coordinator, physical and occupational therapists, recreational therapist/activity coordinator dietician, and personal care assistants. They will assess your medical, functional, emotional, cognitive and social needs and develop an individual plan of care which identifies the services needed. Many of the services are provided and monitored by this team. All covered services you receive must be authorized by the team. Periodic reassessment of your needs will be done by the team, and changes in your treatment plan may occur.

**"TRU PACE"** A comprehensive health care program for the elderly sponsored by TRU Community Care.

**"Lock-in Provision"** means that you may be liable for the costs of all unauthorized medical care and services, except emergency services.

**"Medically Necessary"** means medical or surgical treatments provided to a participant by a provider of TRU PACE which are: (a) appropriate for the symptoms and diagnosis or treatment of a condition, illness or injury; (b) in accordance with accepted medical and surgical practices and standards prevailing at the time of treatment; and (c) not for the convenience of the participant or a provider of TRU PACE.

**"Monthly Fee"** means the amount you must pay each month in advance to TRU PACE to receive benefits.

**"Nursing Facility"** means a facility that is licensed to provide health care under medical supervision and continuous nursing care for 24 or more consecutive hours to two or more patients who do not require the degree of care and treatment which a hospital provides and who, because of their physical or mental condition, require continuous nursing care and services above the level of room and board."

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**"Out of Area"** means any area not included in TRU PACE's service area.

**"PACE"** is the governmental acronym for the Program of All-inclusive Care for the Elderly.

**"Participant"** means a person who meets TRU PACE's eligibility criteria and voluntarily signs an enrollment form for TRU PACE to receive benefits. The words "you," "your," or "yours" refer to a participant.

**"Participant Pay Liability"** means the monthly amount the participant is expected to pay TRU PACE based on Medicaid's determination of the participant's portion related to permanent long term care placement.

**"Premium"** means a set fee you must pay each month in advance to TRU PACE to receive benefits.

**"Service Area"** is the county, city or zip codes in which the PACE program has been approved by CMS to provide services.

**"Service Location"** means any location at which a participant obtains any health or health-related service under the terms of this Enrollment Agreement.

**"Spend Down Liability"** refers to the amount of health care expenses a recipient must incur each month before Medicaid begins to provide financial assistance. "Spend Down Liability" is sometimes called "share of cost". TRU PACE participants must pay monthly spend down liability, if applicable.

**TRU PACE  
CONSENT FORM**

**PARTICIPANT NAME:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

As a participant in the TRU PACE program, I consent to the following:

**1. Authorization for Care and Services**

I consent to the provision of care and treatment services that are determined by my primary care provider and myself to be appropriate for my wellbeing, health and safety. I understand that TRU PACE will fully inform me in advance about care and treatment, to inform me of any changes that occur regarding my care and treatment.

**2. Emergency Medical Care**

In case of medical emergencies in which I am unable to direct my care or give verbal consent; I authorize TRU PACE to use my advance directives and health care wishes to direct decision regarding my care. If my primary care provider is unavailable, I authorize treatment by a licensed emergency room provider. I understand that TRU PACE staff will make a reasonable effort to contact my primary care provider and responsible party.

**3. Release of Information for Continuity of Care**

I authorize the release of information to TRU PACE's contracted agencies and health professionals for continuity of my health care. Such agencies or health professionals include but are not limited to: primary care providers and specialists, hospitals, group homes, nursing facilities, and home care agencies.

**4. Durable Medical Equipment**

The need for all medical equipment is assessed by various members of the Team. At the time of enrollment, I understand that any equipment I am currently renting will be replaced by TRU PACE if authorized by the Team. Authorization of equipment is based upon evaluation of need. It is the responsibility of me and my designated representative to inform TRU PACE of any known rented equipment. If I do not inform TRU PACE of current rentals in my name, I will be responsible for payment of all bills from the rental company.

I understand that the equipment provided to me by TRU PACE is the property of TRU PACE unless stated differently.

Durable Medical Equipment (DME) includes, but is not limited to the following: wheelchairs, hospital beds, hoier lifts, oxygen tanks, breathing machines (nebulizers), feeding machines, cushions, walkers, canes, bath chairs, commodes, ramps, and air mattresses. TRU PACE will answer any questions in regards to DME.

\_\_\_\_\_

**5. Privacy Authorizations**

I authorize the use and or disclosure of my personal information as described below.

- Exchange of Personal information  
I authorize the disclosure and exchange of personal information between CMS, HCPF and TRU Community Care \_\_\_\_\_
- Authorization to Verify Eligibility  
I authorize TRU PACE to obtain medical, financial and other insurance information to verify initial and continued eligibility within the PACE organization.
- I understand that I am not required to agree to any of these privacy authorizations as a condition of treatment, payment, enrollment in TRU PACE or eligibility for benefits. I understand that these privacy authorizations will expire twelve months after I am disenrolled from TRU PACE. \_\_\_\_\_

I understand that I can revoke these authorizations in writing at any time, except to the extent that TRU PACE has already relied on these authorizations to use or share information.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_  
Month/Date/Year

Who signed:  Participant  Designated Representative (relationship to participant)\_\_\_\_\_

Reason Participant unable to sign: \_\_\_\_\_

TRU PACE Representative Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*A copy of this signed consent form must be given to the participant or participant's designated representative. Another copy must be placed in the participant's file.*

**TRU PACE  
Enrollment Agreement**

1. The services available from TRU PACE have been explained to me by TRU PACE's Enrollment Specialist.
2. The Enrollment Specialist who explained this program to me is an employee of TRU PACE and does not represent any city, state or federal agency.
3. I have received, read and understand TRU PACE's Enrollment Agreement which explains the coverage, terms and conditions of participation. If there are any changes to the Enrollment Agreement, I will receive a written copy of the changes.
4. I agree to participate in the TRU PACE Program according to the terms and conditions in the TRU PACE's Enrollment Agreement.
5. I understand that TRU PACE will be my sole service provider. As a participant, I agree to receive all health and health-related services from TRU PACE.
6. I agree to inform TRU PACE if I move out of the service area or am out of the service area for a more than 30 days.
7. I understand that electing enrollment in PACE results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit, including hospice benefit, and Medicare Part D. I understand that if I enroll in a different health program, I will be disenrolled from the PACE program, this includes choosing a different Part D provider.
8. I understand, with the exception of emergency care, if I seek health care from a medical specialist, or provider who does not contract with TRU PACE or is not authorized by the Team, TRU PACE may not pay the bill. I understand that I will be responsible for this expense.
9. Enrollment in TRU PACE is voluntary and I can disenroll from TRU PACE if I want to for any reason at any time.
10. I understand that I may not enroll or disenroll from PACE at a Social Security Office.
11. I understand that if I become eligible for Medicare while enrolled in PACE I must notify the PACE program and I must receive all Medicare Part A and/or B and Part D from the PACE program.
12. I understand that I have the option to opt out of PACE prior to being enrolled as a Medicare participant in PACE. The program will provide me with a 60-day notice prior to eligibility for Medicare and describe the options I may have at that time.

- 13. I understand that if I am eligible for both Medicare and Medicaid I am not liable for any premiums, but may be liable for any applicable spend down liability and any amounts due under the post-eligibility treatment of income process.
- 14. I understand that if I am permanently placed in a skilled nursing facility or assisted living facility, I may be liable for any “participant pay liability”. ( See definitions)
- 15. I have been informed that my enrollment into TRU PACE will be effective on the first day of the calendar month following the date I signed the Enrollment Agreement.
- 16. I have received a copy of information regarding the grievance and appeals processes.
- 17. I have received a copy of the PACE Participant Rights and Responsibilities.
- 18. I have been given an opportunity to ask questions. All my questions have been answered to my satisfaction.

Print Participant Name: \_\_\_\_\_

Effective Date of Enrollment: \_\_\_\_\_

Month/Date/Year

Date of Birth: \_\_\_\_\_ GENDER: M / F  
Month/Date/Year

Medicare Status:  Part A  Part B  Part D  Pending  N/A

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

Medicaid Status:  Pending  Current  N/A

Medicaid number: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials: \_\_\_\_\_

Print Name: \_\_\_\_\_

Who signed:  Participant  Designated Representative (relationship to participant) \_\_\_\_\_

Reason Participant unable to sign: \_\_\_\_\_

TRU PACE (TRU Community Care) Representative Signature: \_\_\_\_\_

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Date: \_\_\_\_/\_\_\_\_/\_\_\_\_