

# ***EAST BOSTON ELDER SERVICE PLAN***

## ***ENROLLMENT AUTHORIZATION FORM***

***AND***

## ***ENROLLMENT AGREEMENT***

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

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***East Boston Elder Service Plan***

**EAST BOSTON ELDER SERVICE PLAN  
Enrollment / Authorization Form**

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

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Primary Caregiver

Name: \_\_\_\_\_ Relationship to Participant \_\_\_\_\_

Address \_\_\_\_\_ Telephone #: \_\_\_\_\_

Health Care Proxy  Check if same as above

Name: \_\_\_\_\_ Relationship to Participant \_\_\_\_\_

Address \_\_\_\_\_ Telephone #: \_\_\_\_\_

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



## TABLE OF CONTENTS

### SECTION 1

Welcome to the East Boston Elder Service Plan (EB ESP)

### SECTION 2

Special Features of the EB ESP

### SECTION 3

Benefits and Coverage

### SECTION 4

Access to After Hours Care, Emergency and Urgent Care

### SECTION 5

Eligibility, Enrollment and Disenrollment

### SECTION 6

Initial Assessment, Care Plan and Reassessment

### SECTION 7

Participant Grievance and Appeals Process

### SECTION 8

Participant Bill of Rights and Responsibilities

### SECTION 9

Monthly Payments

### SECTION 10

Service Exclusions and Limitations

### SECTION 11

General Provisions

### SECTION 12

Definitions

## **SECTION 1. Welcome to the Elder Service Plan**

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

**You are eligible to enroll in the EB ESP if you are:**

- At least 55 years of age.
- Capable of safely residing in the community setting without jeopardizing your health and safety.
- Meet the level of care required for coverage of nursing facility services as certified by the MassHealth screening agent.
- Live in the EB ESP Service Areas **of Chelsea, East Boston, Everett, Revere, or Winthrop**

***In addition to meeting these criteria, you must also sign an Enrollment Agreement and agree to abide by the conditions of the EB ESP, as explained in this document.***

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

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

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

## **SECTION 2. Special Features of the EB ESP**

*There are several special features of our program:*

### **1. Interdisciplinary Team and Your Care Plan**

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

### **2. Coordination and Authorization of Comprehensive Care**

We have flexibility in providing care according to your needs. The Interdisciplinary Team will work closely with you to determine the appropriate medical services for your care.

You will receive the majority of your health care services at one of our PACE Day Health Centers. PACE stands for Program of All Inclusive Care for the Elderly. The PACE Center combines your doctor's office with a rehabilitation and activities center.

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

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

### **3. The Elder Service Plan PACE Centers**

We will work with you and your family to determine your schedule of attendance at one of our EB ESP PACE Centers. We will provide transportation to the Center and other medical appointments, unless you prefer to another arrangement. The East Boston Elder Service Plan PACE Health Centers are located at the following addresses:

**Lewis Mall PACE Center**  
225 Sumner St  
East Boston, MA 02128  
(617) 568-4426

**Winthrop PACE Center**  
26 Sturgis Street  
Winthrop, MA  
(617) 568-6300

**Barnes PACE Center**  
127 Marion Street  
East Boston, MA 02128  
(617) 568-6333

**EB ESP General Mailing Address: East Boston Elder Service Plan**  
10 Gove Street  
East Boston, MA 02128

**4. *Services are Provided/Authorized Exclusively Through East Boston Elder Service Plan***

The services offered by EB ESP are available to you because of a contract among Elder Service Plan, the Commonwealth of Massachusetts, Office of Medicaid (MassHealth) and the Federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS).

**Once you have enrolled in EB ESP, you agree to receive services exclusively from EB ESP providers and EB ESP contracted providers, with the exception of emergency services and in certain circumstances, urgent care services. Therefore, you will no longer be able to obtain services from the doctors or medical providers who cared for you when you were covered under Original Medicare and Medicaid unless you receive authorization from East Boston Elder Service Plan.**

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

**5. *Advantages of Enrolling in East Boston Elder Service Plan***

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

***Other advantages to participating in the plan include:***

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

***SECTION 3. Benefits and Coverage***

EB ESP covers all of the items and services covered under Original Medicare and MassHealth. We also cover services that may not be available under original Medicare and MassHealth if the Interdisciplinary Team determines they are necessary to improve and/or maintain your health status.

**The following benefits are fully covered when approved by the Interdisciplinary Team and provided by EB ESP' staff or contractors and in EB ESP' contracted facilities. Approval or preapproval is not required for emergency services.**

**1. EB ESP Health Center Services**

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

**2. Outpatient Health Services**

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

**3. Inpatient Hospital Care**

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

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

**4. Emergency Care and Services**

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

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

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

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

**6. Home Health Care and related services**

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

**7. Dental Care**

Our first priority for dental care is to treat pain and acute infection. Our second priority is to maintain dental functioning so that you can chew as well as possible. The EB ESP dentist provides dental care according to need and appropriateness as determined by the IDT. You will receive an initial dental assessment and exam within the first three months of your enrollment. After that, you will have a yearly oral exam and treatment as required. Additional dental services may include:

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

**8. Health related Services**

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

- Transportation
- Lifeline System
- Escort services for medical appointments
- Translation services
- Assistance with money and bill management.

**9. End of Life Services** - End of life services are provided in a hospital, nursing facility, or at home.

#### **SECTION 4. After Hours Care, Emergency and Urgent Care**

##### **After Hours Non-Emergency Care (Weekdays 4:00 PM to 8:00 AM and Weekends and Holidays)**

There may be times when you need to speak with a nurse, nurse practitioner or physician and receive advice or treatment for an injury or onset of an illness, which simply can't wait until regular EB ESP PACE Center hours. When you need non-emergency care after hours, there is always a Physician available 24 hours a day, 7 days a week, and 365 days a year. When you call our after hours phone number your call will be answered by the EB ESP Answering Service who will contact EB ESP medical staff to assist you. Your call will be returned by an EB ESP nurse, nurse practitioner or doctor. Please keep in mind that the EB ESP doctor returning your call may not be your personal EB ESP physician, 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.

For after hour's **non-emergency** care: Call the **EB ESP After Hours Phone at (617) 859-9006**.

##### **Emergency Care**

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

**Prior authorization is not needed for emergency care.**

**If you call 911, it is important that you have someone notify EB ESP as soon as possible and let us know what has happened.** Your physician at EB ESP will be called immediately to coordinate your care. If you are hospitalized in a facility other than Boston Medical Center, we may arrange for you to be transferred to one of these hospitals once your medical condition has stabilized so that your doctor and other members of the EB ESP Interdisciplinary can better coordinate your care.

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

**Elder Service Plan  
10 Gove Street  
East Boston, MA 02128  
Attention: Business Manager**

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

### ***Post Emergency Stabilization Services***

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

### ***Urgent Care***

Urgent care is defined as care you receive when you are temporarily out of the EB ESP service area for an illness or injury that a prudent lay person who possesses an average knowledge of health and medicine, would believe requires immediate attention but is not emergent as defined above. In an urgent situation, your life or functioning is not in severe jeopardy.

**To be covered, urgent care services should be pre-approved by EB ESP.** You can obtain pre-approval by calling your doctor's office at the PACE Day Health Center or the ESP After-Hours Line (617 859-9006). Your doctor or another provider will assess your medical condition to determine if immediate care is required.

EB ESP will cover both **out of area urgent care services** and **in area out-of-network urgent care services** that have not been pre-approved if we do not respond to a request for approval within one hour after being contacted or if you, or someone acting on your behalf, tried to contact EB ESP for approval, but could not reach us.

Urgent care is appropriately provided in a clinic, physician's office, or in a hospital emergency department if a clinic or physician's office is inaccessible. Urgent care does not include services provided to treat an emergency condition nor does it include primary care services.

### ***Other Coverage Provisions:***

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

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

**If you receive any medical care outside of the United States, EB ESP will not be responsible for the charges. However, exceptions may apply. Please contact Elder Service Plan at (617) 568-6416 for authorization.**

## **SECTION 5. Eligibility, Enrollment and Disenrollment**

### **Eligibility to Enroll in EB ESP**

**You are eligible to enroll in the EB ESP if you are:**

- At least 55 years of age.
- Capable of safely residing in the community setting without jeopardizing your health and safety.
- Meet the level of care required for coverage of nursing facility services as certified by the MassHealth screening agent.
- Live in the EB ESP Service Areas **of Chelsea, East Boston, Everett, Revere, or Winthrop**

***In addition to meeting these criteria, you must also sign an Enrollment Agreement and agree to abide by the conditions of the EB ESP, as explained in this document.***

### **Enrollment Process and Effective Dates of Coverage**

Enrolling in EB ESP is a five-step process:

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

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

#### **1. Intake**

Anyone can make a referral to EB ESP. Shortly after we receive a referral, a member of our marketing team will contact you to tell you about the EB ESP program and interdisciplinary team, its medical care providers and hospitals, and how enrolling in EB ESP will affect your current insurance benefits.

If after this discussion, you decide to continue exploring enrollment and you do not already have MassHealth benefits, we will refer you to one of our Enrollment Advisors. Our Enrollment Advisors will speak with you in more detail about your insurance coverage. You will need to answer questions about your income and assets to help them assess whether you will be required to make a monthly payment for coverage in EB ESP. If your income and assets meet MassHealth requirements, our Enrollment Advisors can also help you to apply for MassHealth coverage. MassHealth coverage may eliminate the need for a monthly payment

Once you understand your insurance coverage, if you are still interested in joining EB ESP, we will discuss your situation with our Interdisciplinary Team and arrange a visit to the EB ESP

PACE Center. We will also ask that you sign releases allowing us to obtain medical records from doctors and hospitals that have treated you in the past. The availability of your complete medical record ensures that our team has the information they require to determine if you meet EB ESP eligibility criteria, including the ability to reside safely in the community setting without jeopardizing your health and safety, and that you need the level of care required for coverage of nursing facility services.

## **2. Intake Assessment**

Intake Assessment is a multi-step process that takes place in your home and at one of our PACE Day Health Centers. The process is designed to help you decide whether EB ESP is right for you at the same time that we learn about you and your needs.

The first part of this process is the home visit. An assessment team consisting of a nurse and an occupational or physical therapist will meet with you at home to talk about how you manage your medical concerns and activities of daily living at home. The assessment team will gather information about your medical, nursing, psychological and social needs, whether you have family or an informal support network, and whether you are able to remain safely in your home or community.

The second part of this process is your visit to the PACE Day Health Center. During this visit, you will have the opportunity to meet with the PACE Center doctor and other members of the PACE Center team. You will also have the opportunity to experience PACE Center activities and speak with our program participants about their experiences in the program.

After your visit to the PACE Center, the assessment team may conduct an additional home visit to answer any questions that came up during the PACE site visit and to gather additional information that may be needed to determine eligibility or to develop your care plan. In some instances, additional site visit(s) may be required to determine eligibility or to help you decide if EB ESP is right for you.

You may be denied enrollment if the team determines that remaining in your home or community would jeopardize your health and safety. In such cases, EB ESP staff will contact MassHealth and provide the appropriate information before taking any action. If MassHealth agrees with our determination, your enrollment will be denied. A prospective participant may also be denied enrollment if MassHealth or its agent determines that you do not meet the Massachusetts MassHealth criteria for nursing home level of care.

Should you be denied enrollment, we will notify you in writing and provide you with recommendations for alternative sources of care.

You have the right to appeal an enrollment denial through the Executive Office of Health and Human Services Board of Hearings. See Section 7. **External Appeals**.

### 3. Enrollment

If you have found your visit to the Center satisfactory and if the Team believes that you are eligible, you and your family will be invited to meet with the PACE Center Director. At this meeting, you and your family will have the opportunity to:

- Provide input into the plan of care recommended by the Team;
- Ask questions about insurance coverage and your monthly payment, if any;
- Ask questions about the exclusive care feature of EB ESP, which means that: **Once you join EB ESP, Medicare and, if you are eligible, Medicaid will not pay for any care outside of EB ESP. You may only receive services provided and/or authorized by EB ESP.** (Exception: See Section 4, **Emergency and Urgent Care**)
- The nature of partnership between you, your caregiver (s) and the Plan.
- What to do if you are ever dissatisfied with the care you receive at EB ESP (See Section 7, Participant Grievance and Appeals Processes).

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

- Copy of the East Boston EB ESP Enrollment Agreement
- EB ESP membership card
- Emergency contact information
- HIPAA Privacy Information
- Listing of staff and their titles at your site
- Listing of specialty providers and contracted facilities
- A list of Patient Rights
- Explanation of the EB ESP Grievance and Appeals procedures
- A copy of your initial Care Plan

**Enrollment in East Boston Elder Service Plan will result in disenrollment from any other Medicare plan, such as a Medicare Advantage Plan, or Medicaid pre-payment plan or optional benefit.**

### 4. Continuation of Enrollment

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

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

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

Should you be denied enrollment, we will notify you in writing and provide you with recommendations for alternative sources of care. You have the right to appeal an enrollment denial through the Executive Office of Health and Human Services Board of Hearings. See Section 7. **External Appeals.**

Additionally, if you are receiving benefits under the MassHealth program, you are required to re-apply for these benefits on a schedule determined by MassHealth. Our Enrollment Advisors will assist you in completing the MassHealth application and documentation requirements. Should you decline to complete the MassHealth re-determination process, or be found ineligible for coverage under MassHealth, you will be required to pay a monthly premium to EB ESP to remain enrolled in the program. East Boston Elder Service Plan will notify you in writing of your monthly payment amount.

Should you decide that you do not want to self-pay your monthly premium, you may disenroll from EB ESP at any time.

## 5. Disenrollment

Your benefits under the EB ESP can be stopped if you choose to disenroll from the program (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). Both types of termination require written notice by either party.

Disenrollment and termination at any time during the month is effective the first day of the next month. You are required to continue to use EB ESP services and to submit payment, if applicable, until termination of benefits becomes effective.

When you disenroll from EB ESP, you will regain your original coverage under Medicare and MassHealth. However, to continue to receive prescription drug coverage under Medicare, you will need to enroll in a Medicare Part D prescription drug program before the first day of the month following your disenrollment from EB ESP. An EB ESP Enrollment Advisor can help you select and enroll in a Medicare Part D plan.

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

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

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

**Involuntary Disenrollment:** EB ESP will do everything possible to avoid involuntary disenrollment. However, EB ESP can terminate your benefits through written notification to you if:

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

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

If you are notified of involuntary disenrollment because of failure to submit monthly payment(s) or any amount due to EB ESP and you pay, or make satisfactory arrangements to pay the amount due to EB ESP, within the 30-day grace period, you will not be involuntarily disenrolled. However, you must make this payment before the end of the month in order to continue to receive services from EB ESP. If you pay your bill at this time, your coverage will continue without interruption.

## **6. Re-Enrollment**

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

## ***SECTION 6. Initial Assessment, Care Plan and Reassessment***

### **1. Initial Comprehensive Assessment**

All participants receive an initial assessment and care plan at the time of enrollment. You will receive a comprehensive assessment by each of the team members listed below within 30 days of your enrollment in EB ESP.

- Primary Care Physician
- Registered Nurse
- Master's Level Social Worker
- Physical Therapist
- Occupational Therapist
- Activities Coordinator
- Dietitian
- Home Care Coordinator/Nurse

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

- Physical and cognitive function and ability
- Medication use
- Participant and caregiver preferences for care
- Socialization and availability of family support
- Current health status and treatment needs
- Nutritional status
- Home environment, including home access and egress
- Participant behavior
- Psychosocial status
- Medical and dental status
- Participant language

## **2. Care Plan**

After completion of the Intake Assessment, our Assessment and Interdisciplinary Teams will work with you and, as appropriate, your family and/or care giver to develop an Initial Care Plan to address your medical and personal care needs. Once you have had time to adjust to the program and the Interdisciplinary Team has completed the Initial Comprehensive Assessment, the Team will review their findings, and with your input, make needed adjustments to your care plan.

All female participants are entitled to choose a qualified specialist for women's health services from EB ESP's network to furnish routine or preventative women's health services. Your care plan will include all Medicare and MassHealth covered items and services as well as other services determined necessary by your Interdisciplinary Team to improve and maintain your overall health.

## **3. Getting the care and services included in your Care Plan**

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

## **4. Periodic Reassessment**

Every six months, the following members of your Interdisciplinary Team will conduct an in-person re-assessment and adjust your care plan:

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

In addition to the team members who will conduct your biannual re-assessments, the following team members will conduct an assessment at least annually:

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

## **5. Status Change Assessment**

In addition to your scheduled assessments, the Interdisciplinary Team will automatically meet to reassess your health needs and Care Plan in the event of a change in your medical or social status.

## **6. Appeals of Care Plan Change**

You may appeal care plan adjustments that result in service reduction or denial. See Section 7, Appeals.

## **7. Request for Service Change**

You or your representative can request a change in services at any time. You do not have to wait for your 6 month review to request a change in services.

When you or your representative request a service change, the interdisciplinary team will conduct its assessment and notify you of its decision to approve or deny your request as quickly as required to address your medical condition, but no later than 72 hours after we receive the request for the reassessment.

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

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

If the Interdisciplinary Team determines that it is necessary to deny your request, we will tell you or your representative verbally and notify you in writing. We will explain the specific

reason(s) for the denial and inform you of your appeal rights (See Section 7, Participant Grievance and Appeals Process).

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

## ***SECTION 7. Participant Grievance and Appeals Process***

### **Grievance Process**

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

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

The process to resolve a grievance is as follows:

1. You or your representative can send us a written complaint at our general address (see page 6 of this Enrollment Agreement) or speak with any EB ESP staff person. (You or your representative could talk to our social worker, our EB ESP Health Center Site Coordinator, a member of our medical staff or any other EB ESP staff person.)
2. If you or your representative choose to speak with someone about your grievance, that staff member will ask you about your complaint and complete a "Participant Grievance Form" on your behalf.
3. You will be given a written acknowledgment of your grievance and a copy of your complaint will be kept at the East Boston Elder Service Plan.
4. The EB ESP Center Director will attempt to resolve the grievance within 30 calendar days from the day the on which we receive your grievance. At that time, we will tell you verbally about the results of our investigation and the steps we have taken to address your grievance. We also will provide this information in writing.
5. If the grievance is of an urgent nature and cannot be resolved quickly by the EB ESP Center Director, the EB ESP Director of Compliance will be involved.
6. If you are dissatisfied with the resolution of your grievance, you may contact your East Boston Elder Service Plan Center Director within 7 days. The Center Director will consult with the EB ESP Compliance Director and other senior staff to attempt to find a more satisfactory resolution of your grievance. The Center Director will contact you with the result of this consultation within two business days of your request for reconsideration.
7. At all times during the grievance process, we will protect your privacy. Confidentiality will be provided to you.

## Appeals Process

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

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

### ***INTERNAL APPEAL PROCESS – STANDARD AND EXPEDITED APPEALS***

#### **Standard Appeals**

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

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

East Boston Health Center/Elder Service Plan  
10 Gove Street  
East Boston, MA 02128  
Attention: Compliance Director

Or the appeal request may be sent by FAX to the following FAX number: 617-568-7207.

**Be sure to address the FAX to EB ESP Compliance Director.**

**If you need help with your appeal request, call your social worker or Center Director to ask for help.**

1. As soon as we receive your appeal request, our Compliance Director will appoint an appropriately credentialed professional(s) not involved in the original decision to review your appeal.
2. You and/or your representative will have an opportunity to present information related to the appeal request, in person, as well as in writing.
3. EB ESP will make a decision about your standard appeal request within 30 days of the day on which we receive your request.
4. The EB ESP Compliance Director will notify you or your representative of our decision in writing.
5. EB ESP will address your appeal in a confidential manner.
6. During the appeals process, EB ESP will continue to furnish you all required services identified in your Plan of Care and authorized by the Interdisciplinary Team.
7. For a Medicare only participant, EB ESP may discontinue disputed service(s), pending outcome of the appeal. For Fast (within 72 hours) Decisions when you or your representative believe that the service denial or reduction will jeopardize your health or safety, participants may request an ***expedited appeal*** as described in the section below.

8. For a Medicaid (MassHealth) participant, EB ESP will continue to furnish the disputed services until a decision is made on the appeal request if the following conditions are met:
9. EB ESP is proposing to terminate or reduce services currently being furnished to you.
  - You request continuation with the understanding that you may be financially liable for the contested services if you lose your appeal;
  - If the Appeals Team agrees with you (disagrees with the Interdisciplinary Team's decision), EB ESP will furnish you with the disputed services(s) as quickly as your health condition requires.
10. If the Appeals Team denies your appeal by deciding that the Interdisciplinary Team's original decision was correct, you have additional appeal rights called an "External Appeal". The External Appeal process is explained later in this section of the Enrollment Agreement.

### **Expedited or "FAST" Appeal Process for Service Requests**

1. EB ESP has a special expedited "FAST" appeal process for situations in which you or your representative believe that your life, health or ability to regain maximum function would be seriously jeopardized if the requested service is not provided.
2. During Business Hours, to request a FAST appeal you or your representative may call 617-568-6420 and ask to speak with the Compliance Director. If the Compliance Director is not available, ask to speak with your Center Director.
3. If you need a FAST appeal and the PACE Center is closed, call the off-hours line at 617-859-9006. The On Call Administrator will immediately contact the EB ESP Compliance Director or Medical Director to begin the expedited appeal review process.
4. EB ESP will respond to requests for Expedited (Fast) appeals as expeditiously as the your health condition requires, but **no later than 72 hours** after we receive the appeal unless we determine that extra time is needed to review your request.
5. EB ESP may extend the 72 hour review time by up to 14 calendar days for either of the following reasons:
  - You request the extension.
  - EB ESP justifies to MassHealth the need for additional information and how the delay is in your best interest.
5. The Compliance Director will contact you or your designated representative by telephone to notify you of our decision. We also will send you a letter confirming this decision.
6. If our decision is not fully in your favor, our letter will include an explanation of your additional appeal rights under Medicaid (MassHealth), and Medicare. This is called the "External Appeal Process". We also will notify MassHealth and CMS (Medicare) of our decision.

### **External Appeals**

1. If we do not approve your appeal, you may have your appeal reviewed by an External Reviewer through either MassHealth or Medicare's Independent Review Entity.
2. It is our responsibility to explain to you how each of these processes work and to help you decide which external review process to use if you are entitled to both Medicaid (MassHealth) and Medicare.
3. If you would like to have your appeal request reviewed by an external reviewer, you or your representative should contact your social worker, Center Director, or for Enrollment Denials, a member of our Enrollment Team.

4. Once a decision has been made concerning which External Review process will be used, EB ESP will forward your appeal request and all supporting documentation to that entity.
5. If your appeal is being sent to the Medicare External Review Entity, you will receive a decision within 60 days if your appeal involved denial of payment, within 30 days for a standard appeal for denial of services (a 14 day extension may be taken, if necessary) and within 72 hours for an expedited or *fast* appeal (a 14 day extension may be taken, if necessary) of denial of services.

Medicare's current external reviewer is:

MAXIMUS Federal Services Incorporated  
Eastgate Square  
50 Square Drive, Suite 210  
Victor, New York 14564

6. If your appeal is being processed under MassHealth, you will be notified by mail by the Board of Hearings at least ten days before the fair hearing, of the date, time and place of the hearing. You have a right to be assisted at the hearing and if you are not fluent in English, the Board of Hearings will provide an interpreter.

Executive Office of Health & Human Services  
Board of Hearings  
2 Boylston Street  
Boston, Massachusetts 02116  
Telephone (617) 210-5800 or 1-800-655-0338  
Fax: (617) 210-5820

7. If EB ESP's decision is overturned by either the Medicare External Review Entity or the Board of Hearings we will arrange or provide the requested services as expeditiously as your health condition requires. If the overturned appeal involves a disputed claim for previously received services, we will pay the claim within 30 days of the date we are notified of the decision.

## **SECTION 8. Participant Bill of Rights and Responsibilities**

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

### **Respect and Non-Discrimination**

#### **You have a right to:**

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

### **Information**

#### **You have a right to:**

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

### **Confidentiality**

#### **You have a right to:**

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

### **Emergency Care**

#### **You have a right to:**

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

### **Treatment Decisions**

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#### **You have a right to:**

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

### **Exercising your Rights**

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#### **You have a right to:**

- Have the Grievance and Appeals Process in writing and explained to you in a clear and understandable manner before enrollment, at the time of enrollment, at the time when a grievance or appeal is filed and at least annually.
- Be encouraged and assisted to exercise your rights as a participant, including the Medicare and Medicaid appeals processes as well as civil and other legal rights.
- Voice complaints to the staff and outside representatives of your choice, free of any restraints, interference, coercion, discrimination, or reprisal by EB ESP staff.
- Have a fair and efficient process for resolving differences with EB ESP, including a rigorous system of internal review and an independent system of external review.
- Appeal any treatment decision of EB ESP, its employees or contractors through the Appeal Process.
- Be encouraged and assisted to recommend changes in policies and services to EB ESP staff.
- Examine, or upon reasonable request, to be assisted to examine the results of the most recent review of EB ESP conducted by the Center for Medicare and Medicaid Services or the MassHealth and any plan of correction in effect.
- Disenroll from EB ESP at any time.

### **Participant and Caregiver Responsibilities**

At EB ESP we believe that you and your caregiver play crucial roles in the delivery of your care. The Interdisciplinary Team will work closely with you and your caregiver to ensure that your health care needs are met to the greatest degree possible. To assure that you remain as healthy and independent as possible, please accept the following responsibilities:

You have the responsibility to:

- Cooperate with the Interdisciplinary Team in implementing your plan of care.

- Accept the consequences of refusing any treatment recommended by the Interdisciplinary Team.
- Provide the Interdisciplinary Team with a complete and accurate medical history and personal health information.
- Use only the services authorized by EB ESP (except when you need emergency care or in certain situations, urgent care services.).
- Use only the hospitals in the EB ESP network (except when you need emergency care or, in certain situations, urgent care services.).
- Take all prescribed medications as directed.
- Notify EB ESP within 48 hours, or as soon as reasonably possible, if you have received emergency service from providers other than our contracted providers.
- Tell us if you are dissatisfied with care or services.
- Tell us if you disagree with our decision not to provide services, to decrease or discontinue services or to deny payment for a service you already received.
- Treat our staff with respect and consideration.
- Provide financial and other documentation required to maintain coverage under Medicare and MassHealth.
- Pay any required monthly fees on time.
- Notify EB ESP verbally or in writing if you wish to disenroll and sign the disenrollment form that we provide to you.

## **SECTION 9. Monthly Payments**

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

Your payment each month will depend on your eligibility for Medicare and/or Medicaid. These payments are subject to change at least annually due to changes in your income and/or Medicare and MassHealth regulation. You will be notified of changes to your monthly premium or deductible amounts in writing by EB ESP.

- **MEDICARE AND MEDICAID or MEDICAID ONLY**  
If you are eligible for both Medicare and Medicaid, or Medicaid only, you will make no monthly premium payment to *EB ESP* and you will continue to receive all PACE services, including prescription drugs. You will not have any co-payments for services.
- **MEDICARE AND MEDICAID WITH A DEDUCTIBLE (SPEND DOWN) OBLIGATION**  
If you are eligible for both Medicare and Medicaid, but have a deductible (spend down) obligation, you will make a monthly payment to *EB ESP* equal to your deductible (spend down) obligation. This obligation is determined solely by MassHealth and is based upon the income information you submit with your MassHealth application.

- **MEDICARE ONLY**

If you have Medicare and are not eligible for Medicaid, then you will pay a monthly premium to *EB ESP*. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_ (date). Because this premium does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of \$\_\_\_\_\_. You may pay both premiums together or you may contact the EB ESP Business Office at 617 568-7214 during business hours to discuss a payment plan.

- **PRIVATE PAY (Neither Medicare or Medicaid)**

If you are not eligible for Medicare or Medicaid, you will pay a monthly premium to *EB ESP* in the amount of \$\_\_\_\_\_. Because this premium does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage in the amount of \$\_\_\_\_\_. You may pay both premiums together or you may contact the EB ESP Business Office to discuss a payment plan.

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

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in *EB ESP* after going without Medicare prescription drug coverage or coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact the EB ESP Business Office for more information about whether this applies to you.

If you are eligible for Medicare, you will continue to be responsible for paying the monthly Medicare Part B payment to the Social Security Administration (SSA) to maintain your Medicare eligibility. This payment is automatically deducted from your monthly social security check. If your eligibility for Medicare, Medicaid or the amount of your Medicaid deductible (spend down) changes while you are an EB ESP participant, your monthly payment will be adjusted to reflect the change.

### **Instructions for Making Payments to EB ESP**

If you have to pay a monthly charge to *EB ESP*, you must pay the money by the first day of the month after you sign the Enrollment Agreement. The monthly charge then has to be paid on the first day of every month.

Payment can be made by check or money order to:

**East Boston Elder Service Plan  
10 Gove Street  
East Boston, MA 02128  
Attn: Business Manager**

### **Your Share of Costs for Nursing Facility Care**

If at any time the Interdisciplinary Team decides with you and your family that you can no longer be cared for properly and safely in your home, you may need to be admitted to a nursing facility. This may be for a short period of time or, if necessary, it may be for a permanent residency. EB ESP has contracts with selected nursing facilities in which EB ESP participants will be admitted

for both short and long-term care. The contracted nursing facilities of EB ESP are included on our list of contracted providers.

**As a participant in EB ESP, you agree to receive in-patient short and long-term care services in one of our contracted nursing facilities. If you select a nursing home facility outside of these contracted locations, you may be fully and personally liable for the costs of unauthorized EB ESP services.**

#### **Share of Cost of Nursing Facility Care:**

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

- If the team determines that you require short term nursing facility placement, and you are expected to return to safe, independent living in the community, you may remain at the MassHealth community financial eligibility standard for a period of up to 6 months until you are able to return to your community residence. If applicable, you will continue to pay the MassHealth community deductible (spend down) amount directly to EB ESP.
- Should you lose your community residence while you are in the nursing home, or if the team determines that your current residence is not adequate to meet your health and safety needs, you may be required to switch to permanent residency status in the nursing home until such time as you can secure an adequate community residence.
- If, at any time, it is determined that you require a permanent residency in the nursing facility, you will be required to share in the costs of nursing facility care. All monthly resources, including Social Security and pensions, become payable to the nursing facility, less a **monthly** personal care allowance (currently set by MassHealth at \$72.80) which you may retain. If you are currently a recipient of SSI assistance payments and become a permanent resident in a nursing facility, your SSI payments will cease.
- All share of cost payments are due and payable to the nursing facility by the tenth of each month. If you and/or your family have questions about these payments and procedures, call the EB ESP Business Office for assistance.

##### **2. All other EB ESP Participants:**

Share of costs for nursing facility care for all other participants will continue as follows:

If you are eligible for Part A only, you will continue to make a monthly payment to EB ESP equal to Medicare Part B plus the Medicaid Capitation amount.

If you are eligible for Part B only, you will continue to make a monthly payment to EB ESP equal to Medicare Part A plus the Medicaid Capitation amount.

## **SECTION 10. Service Exclusions and Limitations**

1. Any service which has not been authorized by the Interdisciplinary Team, even if it is listed as a covered benefit, **unless for emergency care or certain urgent care services.**
2. Services rendered in a non-emergency setting or for a non-emergency reason without EB ESP authorization, **unless urgent care was pre-approved or urgent care was deemed approved because EB ESP failed to respond to a request for approval within one hour after being contacted or could not be contacted.**
3. Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
4. Experimental, medical, surgical or other health treatments or procedures that are otherwise not Medicare covered services and are not generally accepted medical practice in the geographic area, as determined by the EB ESP Medical Director.
5. Care in any hospital other than EB ESP' contracted hospitals, except for emergency care, unless authorized in advance by the Interdisciplinary Team.
6. Any services rendered outside the United States, **with exceptions as authorized. Please contact EB ESP at (617) 568-6416.**
7. Services received outside the EB ESP service area, (except for emergency services, authorized urgently needed care, or if EB ESP failed to respond within one hour for a request for authorization of urgently needed care)
8. Personal comfort items provided such as: private room and private duty nurse, unless medically necessary and any non-medical items for your use such as telephone charges or TV rental.

## **SECTION 11. General Provisions**

1. **Changes to Agreement:** Changes to this agreement may be made if they are approved by both CMS and MassHealth. We will give you at least 30 days written notice of any change.
2. **Continuation of Services on Termination.** If our agreement with CMS and MassHealth is discontinued for any reason, you will continue to be entitled to coverage under Medicare Parts A and/or B and/or Medicaid. If that happens, we will help transition your care to other providers in your community.
3. **Cooperation in Assessments:** In order for us to determine the best services for you, your full cooperation is required in providing us with medical and financial information.

4. **Governing Law:** EB ESP is subject to the requirements of the Commonwealth of Massachusetts, MassHealth and the US Department of Health & Human Services, Centers for Medicare & MassHealth Services. Any provision required to be in this agreement shall bind EB ESP whether or not it is specifically included in this document.
5. **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.
6. **Notice:** Any notice, which we give you under this agreement, will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of your address. When you have to give us any notice, it should be mailed to East Boston Elder Service Plan, 10 Gove Street, East Boston, MA, 02128.
7. **Notice of Network/Provider Contract changes:** We will give you reasonable notice of any changes in our provider network that could have an affect on the services you receive. This includes hospitals, physicians or any other person or institution with whom we have a contract to provide services or benefits. We will arrange for you to receive services from another provider.
8. **Policies and Procedures Adopted by EB ESP:** We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.
9. **Your Medical Records:** It may be necessary for us to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, other practitioners or its contracted providers who treat you. By accepting coverage under this contract, you authorize us to obtain and use such records and information. This may include information and records concerning treatment and care you received before the effective date of this plan by anyone who provided the treatment and/or care. Access to your own medical record is permitted in accordance with Massachusetts General Law c.111, sect. 70E.
10. **Who Receives Payment Under this Agreement.** Payment for services provided and authorized by the Interdisciplinary Team under this contract will be made by EB ESP directly to the EB ESP provider. **You cannot be required to pay anything that is owed by EB ESP to selected providers. However, payment for unauthorized services, except in case of emergency or urgently needed care, will be your responsibility.**
11. **Authorization to Take and Use Photographs:** As part of the routine administration of this plan, photographs of participants may be taken for purposes of identification. We will not use these photographs for any other purpose unless we get written permission from you or your legal representative.

## **SECTION 12. Definitions**

1. **Benefits and Services** mean the health and health-related services we provide through this Enrollment Agreement and your individualized Plan of Care as authorized by our Interdisciplinary Team. These services include the benefits you would otherwise receive through Medicare and/or MassHealth plus additional services plus other services not normally available under Medicare or MassHealth that may be authorized by the Interdisciplinary Team to maintain or improve your care.
2. **Enrollment Agreement** means this agreement between you and EB ESP, which establishes the terms and conditions of enrolling with EB ESP and describes the benefits available to you.
3. **EB ESP** means the East Boston Elder Service Plan. EB ESP provides health and health-related care on a prepaid basis to individuals age 55 and older residing in the service area that meet our eligibility requirements and choose to enroll in our program. The words "we", "our", and "us" also refer to EB ESP.
4. **Eligible for Nursing Facility Care** means that your health status, as evaluated by the EB ESP Interdisciplinary Team and determined by MassHealth or its agent meets the State of Massachusetts' criteria for nursing facility care. You must require nursing home level of care as determined by MassHealth to be eligible for EB ESP.
5. **EB ESP Contracted Provider** means a health facility, health care professional, or agency, which has contracted with EB ESP to provide health and health-related services to EB ESP participants.
6. **EB ESP Physician** means a physician who is either employed by EB ESP or has contracted with EB ESP.
7. **Emergency Medical Condition** means one that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of the individual in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.
8. **Exclusion** means any service or benefit that is not authorized by the Interdisciplinary Team and /or covered under this Enrollment Agreement. For example, Emergency Services are covered without prior approval, but non-emergency / non-urgent services received without authorization by the EB ESP Interdisciplinary Team are excluded from coverage. You would have to pay for any such unauthorized services.
9. **Health Services** means services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry and audiology. Health services may be provided at EB ESP's PACE Day Health Center, in your home, in professional offices of specialists or nursing facilities under contract with EB ESP.
10. **Health-related services** mean those services, which support health services and help you maintain your independence. These services include personal care attendant,

homemaker/chore assistance , recreational therapy, escort, translation, transportation, home-delivered meals, help in handling your money and paying your bills, and assistance with housing problems.

11. **Hospital services** mean those services that are generally and customarily provided by acute general hospitals.
12. **Interdisciplinary Team** means EB ESP's professional team consisting of a physician, nurse practitioner, social worker, registered nurse, dietitian, physical, recreational and occupational therapists, health aides and other team members.
13. **Medicaid Deductible (Spend Down)** means that if your income exceeds the Medical Assistance (MassHealth) standards, the amount in excess is considered your monthly liability for any medical expense incurred. MassHealth multiplies the excess by six because your eligibility is based on a six-month period. The amount is called your Medicaid deductible (spend down).
14. **Monthly Payment** means the amount, if any; you must pay each month in advance to EB ESP to receive benefits under this contract.
15. **Nursing Facility** means a health facility licensed by the Massachusetts Department of Public Health.
16. **Non-Compliance** refers to a situation where a participant who has decision-making capacity consistently refuses to comply with his or her individual plan of care or the terms of this Enrollment Agreement, including repeated failure to follow medical advice and repeated failure to keep appointments.
17. **Out-of-Area** means any area beyond EB ESP' service area.
18. **Participant** means a person who is enrolled in the EB ESP. The words "you", "your", or "yours" used in this agreement refer to a participant.
19. **Service Area** means the areas of Chelsea, East Boston, Everett, Revere and Winthrop.
20. **Service Location** means any location at which you receive any health or health-related service under the terms of this Enrollment Agreement.
21. **Urgent Care** is defined as care you receive when you are temporarily out of the EB ESP service area for an illness or injury that a prudent lay person who possesses an average knowledge of health and medicine, would believe requires immediate attention but is not emergent as defined above. In an urgent situation, your life or functioning is not in severe jeopardy.