



# Participant Enrollment Agreement



[PACEKC.ORG](https://pacekc.org)



TO CONTACT PACE KC

**MONDAY- FRIDAY**  
**8:00 AM – 5:00 PM**

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PRIMARY TELEPHONE

**816-321-3299**

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TOLL FREE NUMBER

**(833) 6-PACEKC (672-2352)**

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TTY NUMBER

**711**

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**IN AN EMERGENCY CALL 911**

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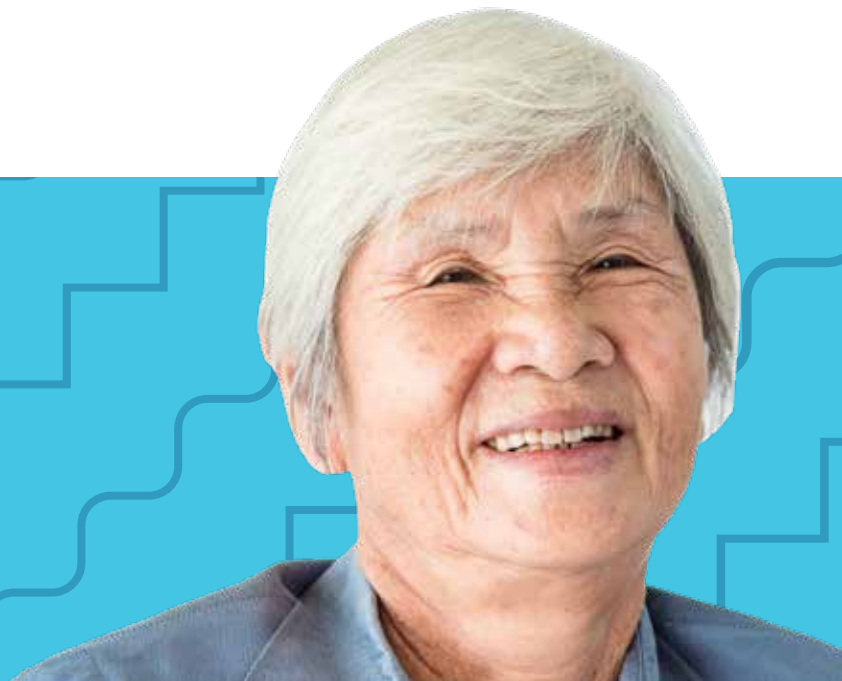
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SECTION 01

# Introduction

# 01

# Your Road Map for All Things PACE KC

## A. WELCOME

Welcome to PACE KC, a Program of All-Inclusive Care for the Elderly. We thank you for your interest or enrollment in PACE KC and look forward to serving you and your loved ones. Within this Enrollment Agreement you will find all of the information you need to know about PACE KC. Think of it as your road map for all things PACE KC.

PACE KC, a program of Swope Health, is the first and only provider of PACE services in Jackson County, Missouri. Our goal is the same as yours; to empower you or your loved ones to live safely and happily at home as long as possible.

Whenever the term “we” or “us” is used in this document, it means “PACE KC.”

If you have additional questions or concerns after reading this enrollment agreement, please bring them to the attention of a PACE KC team member. You can reach PACE KC with the contact information below.

## B. CONTACT INFORMATION



PACE KC Adult Wellness Center  
4141 Dr. Martin Luther King Jr. Blvd.  
Kansas City, Missouri 64130



816-321-3299  
TTY Users: 711



info@pacekc.org

## C. MISSION

To provide a full range of person-centered health and wellness services that allow older adults to age gracefully in the communities they call home.

## D. WHAT IS PACE?

PACE is an acronym for the Program of All-Inclusive Care for the Elderly. At its core, PACE is a managed care healthcare program that is focused on the belief that it is better for the well-being of older adults with chronic care needs and their families to be served in their





PACE KC's Mission is to provide a full range of person-centered health and wellness services that allow older adults to age gracefully in the communities they call home.

homes and community whenever possible. It was designed to provide a multitude of services to older adults. By delivering all needed medical and supportive services, the program can provide the entire continuum of care and services to seniors with chronic care needs, while maintaining their independence in their homes for as long as possible.

PACE was created as a way to afford you, your caregivers, and your health care providers the flexibility needed to provide high quality healthcare in the community. PACE provides all of the care and services covered by Medicare and Medicaid, as authorized by the interdisciplinary team, as well as additional care and services that are not covered by Medicare and Medicaid. These services include coverage for prescription drugs, primary care, transportation, home care, checkups, hospital visits, and even nursing home stays when necessary. PACE KC is different than most long-term care programs in that it utilizes a preventive philosophy that is designed to ensure that you are safe and supported in your home. PACE KC's comprehensive approach focuses on the individual and fosters independence by encouraging you to do as much for yourself as possible.

PACE KC provides a comprehensive set of preventive, primary, acute and long-term care services that are tailored specifically to the needs of each PACE KC participant. In this way, you can avoid hospital or nursing home placement to the greatest extent possible. The program is designed to closely monitor you for even subtle changes in needs, which could lead to lengthy and costly acute care episodes if left unattended.

## E. HISTORY OF PACE

The PACE model of care can be traced to the early 1970s, when the Chinatown-North Beach community of San Francisco saw the pressing needs of families, whose elders had immigrated from Italy, China and the Philippines, for long-term care services. For these families, the option of placing their elders in nursing homes was not a culturally acceptable solution.

To meet this community need, Dr. William L. Gee, a public health dentist, headed the committee that hired Marie-Louise Ansak in 1971 to investigate solutions. They, along with other community leaders, formed a nonprofit corporation, On Lok Senior Health Services. (On Lok is Cantonese for “peaceful, happy abode.”) In 1973, On Lok created a community-based system of care and an innovative way to offer a comprehensive array of medical supervision, physical and occupational therapies, nutrition, transportation, respite care, socialization and other needed services using home care and an adult day setting. Over the next 20 years this unique community-based system of care evolved into what we now know as the PACE model of care.

## F. SPECIAL FEATURES

One of the most valuable aspects of the PACE KC program is the Interdisciplinary Team or IDT. This team of highly trained medical professionals provides you with the coordinated care you need. Your IDT specializes in meeting the needs of older adults and is dedicated to working with you. The IDT works with you and your caregivers to assess your needs and develop a personalized plan of care designed to help you remain in your home and in your community. It is your IDT’s job to help you make informed choices about your health, and ensure you receive the care necessary to reach and maintain your highest level of function.

Your IDT consists of the following medical professionals:

- Primary Care Provider
- Registered Nurse
- Masters-Level Social Worker
- Physical Therapist
- Transportation Specialist
- Recreational Therapist
- Personal Care Attendants
- PACE KC Center Director
- Occupational Therapist
- Dietitian
- Home Care Coordinator



## Your IDT Consists of the Following Medical Professionals



IDT = Interdisciplinary Team

## G. ELIGIBILITY

If you qualify for PACE KC, our program provides the comprehensive care you need to age in place and enjoy healthy living as an older adult. PACE KC is available to beneficiaries under Medicare and/or MO HealthNet (Missouri Medicaid), as well as individuals who choose to pay privately.

### Prospective PACE KC participants must:

- ✓ BE 55 YEARS OF AGE OR OLDER
- ✓ BE CERTIFIED BY MO HEALTHNET AS MEETING NURSING FACILITY LEVEL OF CARE REQUIREMENTS
- ✓ LIVE WITHIN THE PACE KC SERVICE AREA OF JACKSON COUNTY
- ✓ BE ABLE TO LIVE SAFELY IN THE COMMUNITY AT THE TIME YOU ENROLL WITHOUT SUPPORT



Jackson County, MO

## H. ADVANCE DIRECTIVES

It is important to PACE KC and your IDT to understand how you want your health care to be provided. A time may come when you are unable to inform your IDT, caregivers, or friends about the kind of medical care you want to receive. Therefore, it is PACE KC's policy to understand and honor your wishes by discussing them with you while you are able to make your wishes known. There are two ways for PACE KC to do this:

- **Advance Directive:** Written instructions for the kind of future medical care you wish to receive if you become unable to make decisions about your medical care, or if you become unable to communicate those decisions. Your IDT can assist you in completing Advance Directives.
- **Durable Healthcare Power of Attorney (DHPOA):** A written and signed document where you ask someone you trust to make medical care decisions for you. Your IDT can assist you with completing DHPOA paperwork. This Durable Healthcare Power of Attorney can be combined with a Durable Finance Power of Attorney if you wish.
- You may have both an Advance Directive and a Durable Healthcare Power of Attorney if you wish. No matter what you decide, PACE KC must provide your care according to your written or your DHOPA's preferences.



SECTION 02

# Enrollment

# 02

To make the enrollment process as simple as possible, our Enrollment Specialists will guide you through every step of the way. Membership in PACE KC is voluntary, which means you can choose to leave the program at any time for any reason.

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#### THERE ARE THREE STEPS TO THE PACE KC ENROLLMENT PROCESS.

- ✓ Eligibility Determination
- ✓ Assessment
- ✓ Enrollment Conference

In order to enroll in PACE KC, you must sign the Enrollment Agreement and agree to the terms and conditions of PACE KC. Before you sign the Enrollment Agreement, please read it carefully. Enrollment in PACE KC remains in effect until the effective date of disenrollment. Ask PACE KC staff any questions and ensure you understand everything.

#### A. ELIGIBILITY DETERMINATION

The eligibility determination process begins when you, your caregiver, or someone from an agency, contacts us to learn about PACE KC and discuss your healthcare needs. This initial contact informs us if you may benefit from PACE KC services. We will provide you a brief introduction to PACE KC and ask a few questions to determine if you meet the basic enrollment criteria. If you do, we will arrange for an Enrollment Specialist to visit your home for an intake visit.

##### **At this visit, he or she will:**

- Discuss how PACE KC works and the services we offer.
- Explain that if you enroll in PACE KC you agree to receive all of your healthcare services from PACE KC and its contracted providers, except in the case of emergencies.
- Gather financial information to determine the amount of your monthly premium, if any.
- Complete an assessment to determine if you meet the criteria for Level of Care.
  - The state of Missouri bases these criteria on your functional status, nutritional needs, physical and mental health, and living arrangements.
- Obtain a release of information giving us permission to request your medical records from previous medical providers. This provides us a more complete picture of your health and needs. You may not participate in PACE KC unless you allow us to obtain your medical records.



- Have you sign a Personal Representative form to give us permission to talk to anyone you want about your services and medical conditions.
- Answer any questions you may have.

## B. ASSESSMENT

Once the preliminary enrollment criteria have been met, and MO HealthNet Division has verified your eligibility for the program, we will begin scheduling in-person assessments by members of the PACE KC Interdisciplinary Team. These assessments will take place both in your home and at the PACE KC Adult Wellness Center.

Transportation will be provided from your home to the center if needed. During these assessments each team member will fully evaluate your situation and healthcare needs. Your visit to the PACE KC Adult Wellness Center is a unique opportunity for you to get to know the team, and gives us a chance to learn more about your medical and social needs. Once all necessary assessments are complete, the PACE KC team will begin developing your personalized Plan of Care.

If the PACE KC team denies your enrollment because we determine you are not able to live safely in the community, you will be provided written notification explaining the reason for denial. You will be provided information and referrals to alternative services as appropriate. You also have the right to appeal this decision.

## C. ENROLLMENT CONFERENCE

The final step in the process is an enrollment conference—a meeting with you and your caregiver to complete all necessary paperwork and discuss a variety of topics. This takes place once your assessments have been completed and the IDT has approved enrollment. During the enrollment conference, you agree to comply with your plan of care in regard to hours and days of attendance at the PACE KC Adult Wellness Center, and the services to be provided by PACE KC.

**Additionally, you will discuss the following information:**

- Your target enrollment date;
- Information about the PACE KC Adult Wellness Center;
- Your monthly premium, if applicable, for services;
- Your agreement to receive all health care services authorized and provided exclusively by PACE KC and its contracted providers, except emergency services;
- Your rights and responsibilities as a participant of PACE KC;

- Your individualized plan of care, and how PACE KC intends to meet your care needs;
- The grievance and appeals process.

At the enrollment conference you will also be provided with a variety of documents to review and sign.

**These may include but are not limited to:**

- A copy of your signed Enrollment Agreement;
- A list of your full IDT and contact information;
- A copy of the PACE KC provider network;
- An instruction sheet detailing what to do in the case of emergency;
- Acknowledgment of receipt of our notice of privacy practices;
- A photo and video release form;
- An informational sheet detailing what to expect during your first week in the program.

This will include center days of attendance and pick up and drop off times.

## **D. TIMING OF ENROLLMENT**

Enrolling in PACE KC can take anywhere from one to three months depending upon Medicaid/Medicare status, your availability for assessment, and the date you initiate interest in the program. PACE KC will make every effort to expedite your enrollment to the extent allowed by state and federal regulations.

New enrollees to PACE KC will always begin services on the first of the month following the date you sign the Enrollment Agreement.

## **E. IN NETWORK REQUIREMENT**

The benefits provided by PACE KC are made possible through a PACE Program Agreement between PACE KC, the Missouri Department of Social Services' MO HealthNet Division and the US Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS). The agreement is subject to renewal and, if the PACE Program Agreement is not renewed, the program will be terminated. Should the program be terminated while you are enrolled, PACE KC will assist you in returning to other Medicare and/or Medicaid programs for which you are eligible.

By signing the PACE KC Enrollment Agreement and becoming a participant in the PACE program, you are agreeing to accept benefits ONLY from PACE KC in place of your current or previous Medicare and/or Medicaid benefits. Signing the PACE KC Enrollment

Agreement will trigger enrollment in the program on the date specified and will automatically disenroll you from all other health plans in which you may have been previously enrolled. PACE KC will provide the same Medicare and Medicaid services and benefits as your previous provider, and possibly additional services, through a team approach and a specific network of contracted providers. Once you begin to receive services from PACE KC, you will no longer be able to receive services from other providers without prior authorization from your PACE KC team. If you receive services from someone other than PACE KC or a PACE KC contracted provider, you may be financially responsible for those services. Additionally, if you receive services not authorized by PACE KC, you may be financially responsible for those services.

Emergency services are not included in the In Network Requirement. Please see the Emergency and Urgent Care sections of this handbook for specific information.

Please note that you cannot enroll in PACE at a Social Security Office.









SECTION 03

# Benefits & Coverages

# 03

## A. COVERED SERVICES

As your healthcare provider, PACE KC is responsible for 100% of your medical services as long as they are authorized by your IDT, and provided through PACE KC and our network of contracted providers.

PACE KC guarantees access to all covered services, although the availability of specific providers may vary. For a listing of PACE KC contract providers, please refer to PACE KC's Provider Network.

### I. PRIMARY CARE

A PACE KC primary care provider will deliver and oversee your medical care at the PACE KC Adult Wellness Center. Our primary care team includes physicians and nurse practitioners (NPs) who work together for your individual healthcare needs. They also coordinate with medical specialists as needed to ensure you or your loved one is following the correct treatment plan and taking the right medications.

**Their services include but are not limited to the following:**

- Physical Examinations
- Immunizations
- Preventive Healthcare
- Consultation
- Women's Health Services
- Skilled RN Care
- Instruction to Prevent Illness and Disability

### II. OUTPATIENT AND MEDICAL SPECIALIST

Addressing all aspects of your health and wellbeing is our top priority, and for most older adults, specialty care is essential. That's why PACE KC also covers and coordinates care with a wide range of medical specialists in our provider network as needed. A medical specialist is a healthcare provider who provides care for a specific disease, condition or body part—for example, a cardiologist (heart care), nephrologist (kidney care), gastroenterologist (digestive care), orthopedist (bone, muscle and joint care), oncologist (cancer care), and dermatologist (skin care). Each PACE KC participant has a personalized care plan that identifies appropriate services, testing and follow up by medical specialists. When necessary, other outpatient and specialist services provided in the PACE KC benefit plan could include:



### **PACE KC Outpatient and Medical Specialist services, such as:**

- Nutrition counseling and special diet assistance
- Laboratory tests, X-rays and other diagnostic procedures
- Mental health services
- Substance use services
- Hearing services, including evaluation, hearing aids, repairs, and maintenance
- Oral care, including dentures, repair, and maintenance
- Vision care, including periodic examinations, treatment and corrective vision devices such as eyeglasses and lenses, and repairs and maintenance
- Chiropractic services

### **III. HOSPITAL INPATIENT SERVICES**

PACE KC covers diagnostic and treatment services provided by a hospital within the PACE KC provider network.

#### **Such services include but are not limited to:**

- Semi-private room
- General medical and nursing services
- Psychiatric Services
- Meals
- Drugs and Biologicals
- Medical, surgical, intensive care, coronary care unit services
- Laboratory tests, X-rays, and other diagnostic procedures
- Kidney Dialysis
- Blood, Blood Plasma, or Blood derivatives
- Surgical Care
- Oxygen and Anesthesia
- Physical, speech-language pathology, occupational, and respiratory therapies
- Ambulance
- Emergency room care and treatment room services
- Medical social services and discharge planning
- Substance Use Services

Not included under hospital care are: private room and private duty nursing and non-medical items for your personal convenience, such as telephone charges and radio or television rental, unless specifically authorized by the IDT.

#### **IV. PART D DRUGS / MEDICATION MANAGEMENT**

PACE KC covers all prescription drugs and prescribed over-the-counter medications at no cost to our participants. Medications (including refills) are provided during a PACE KC Adult Wellness Center visit or delivered directly to your home. As an added measure of care, our PACE KC care team works collaboratively to ensure your or your loved one is taking the right medications at the right doses and at the right times. PACE KC is a Medicare Part D Provider and all medications will be provided through the approved network pharmacy. If after enrolling in PACE KC, you choose to enroll in another Part D plan, it will result in your disenrollment from PACE KC.

#### **V. PACE KC ADULT WELLNESS CENTER & CLINIC**

The PACE KC Adult Wellness Center is the heart of all activity for PACE KC participants. Most participants come to the PACE KC Adult Wellness Center a few days each week. You will receive door-through-door assistance from our dedicated transportation specialists. While at the PACE KC Adult Wellness Center, you can schedule appointments with a nurse, doctor, social worker or other care provider. You can also attend physical, occupational or recreational therapy, and receive a nutritious breakfast and/or lunch. Other PACE KC Adult Wellness Center activities include crafts, exercise groups, outings, cooking classes and more. Our goal is to make the PACE KC Adult Wellness Center a welcoming and enjoyable place to receive healthcare, while also making friends and enjoying social activities. We will work with you and your loved one to determine an appropriate visit schedule based on your individual needs.

#### **VI. HOME CARE SERVICES**

PACE KC's supportive homecare services include personal care, housekeeping, chores, shopping, laundry, meal preparation and medical reminders. Additionally, our nurses can check blood pressure, medication compliance, conduct blood draws and provide wound care in the home when necessary. To determine if you or your loved one will benefit from these services, our Home Care Coordinators will perform an in-home evaluation. After consulting the rest of the care team, they will determine the appropriate number of homecare hours to be approved by PACE KC.

#### **VII. SOCIAL WORK**

Our highly trained social workers provide support and advocacy for you and your caregivers. In addition to helping you access important community resources, such as food, financial, and housing assistance, our social workers offer supportive counseling and referrals to

individual counseling services when needed. They provide information and assistance with advance directives.

## VIII. REHABILITATION THERAPY

We strongly believe in the power of physical, occupational and recreational therapy as important drivers of health for aging adults. Together, with you and the rest of your PACE KC care team, our rehabilitation therapists and life enrichment specialists will create and manage a personalized care plan just for you.

### Their expertise includes:

- **Physical Therapy:** Physical therapy can alleviate concerns, such as arthritis pain, incontinence, balance and gait issues, stroke recovery, and symptoms related to Parkinson's, Alzheimer's and dementia as well as help you overcome an injury or recover from surgery.
- **Occupational Therapy:** By focusing primarily on activities of daily living—such as bathing, dressing, cooking, cleaning and using the restroom—occupational therapy helps older adults live more productive and independent lives.
- **Recreational Therapy:** It may seem more like having fun than receiving treatment, but recreational therapy—such as art therapy and music therapy—can be highly effective for improving your mental, emotional and physical health.

## IX. NUTRITION SERVICES

Led by our registered dietitians, our nutrition services support better overall health through proper diet. These services include healthy meals and snacks at the PACE KC Adult Wellness Center, as well as mealtime support at home, education on proper meal choices to manage chronic diseases, and monitoring individuals for changes in nutritional status.

## X. TRANSPORTATION

Our transportation specialists are trained to assist older adults, including individuals in wheelchairs or those with limited mobility. They get to know you, so they are able to detect and alert our care team to changes in your mood or health. PACE KC covers and provides door-through-door transportation to and from the PACE KC Adult Wellness Center, as well as all medical specialist appointments and facilities, and any PACE KC-sponsored activity or outing. In addition to providing rides, door-through-door service means safely escorting you from the front door and into the vehicle, and from the vehicle through the door of the destination, then providing the same individualized service on the return trip.

## **XI. SUPPLIES AND DURABLE MEDICAL EQUIPMENT**

**PACE KC provides all medical supplies and equipment deemed necessary by your care team, such as:**

- Wheelchairs, walkers, canes, rollators
- Oxygen tanks, concentrators, and related supplies
- Hospital beds
- Diabetic testing supplies
- Dentures, eyeglasses, and hearing aids
- Diabetic shoes and orthotics
- Incontinence supplies
- Personal emergency response systems

## **XII. CAREGIVER SUPPORT**

At PACE KC, we understand that caring for an older adult can be difficult, sometimes leading to caregiver burnout that is not healthy for you or your loved one. That's why PACE KC includes a respite benefit for caregivers, which means temporary relief from the daily demands and stresses of caregiving. Upon approval by PACE KC of your family or caregiver's respite request, social workers will arrange for you to have a short stay at one of our contracted nursing homes or assisted living facilities at no cost.

## **XIII. END-OF-LIFE CARE**

As people age and their health conditions change, the goal of care may shift from treatment-focused to comfort-focused—a transition PACE KC supports and manages with expert End of Life and Palliative Care. Your PACE KC team will provide pain control and other treatments to deliver comfort and peace of mind for your final days.

## **XIV. NURSING HOME CARE**

While the primary goal is to help you stay at home and in the community as long as possible, there may come a time when your care team recommends a short-term or long-term nursing home stay for care and safety reasons. Because we value your input, rely on your partnership and encourage your participation in your care, we will make this determination collaboratively with you. Our experts will manage the entire process seamlessly for you, including assistance with selecting a nursing home and associated admission procedures.

**Your PACE KC membership status and benefits will not change upon moving into a nursing home.**

**The following services related to nursing home care will be covered by PACE KC:**

- Semi-private room and board
- Primary Care and skilled nursing services
- Medical social services
- Custodial care
- Personal care and assistance
- Drugs and biologicals
- Physical, occupational, recreational, and speech-language pathology therapies
- Medical supplies and appliances

Note: Not covered by PACE KC under nursing facility care: private room, private duty nurse, and non-medical items for personal conveniences such as telephone charges and radio or television rental, unless specifically authorized by the IDT.

## **XV. EMERGENCY SERVICES**

You may receive emergency services wherever they are needed within the United States or its territories, and prior authorization for treatment of an emergency medical condition is not required. Therefore, in the event of a medical emergency you should call 911 or seek treatment at the nearest emergency room, hospital or urgent care center immediately.

Please tell the emergency providers that you are a PACE KC participant, and present your PACE KC card to the emergency room staff.

**An emergency is when you have a sudden injury or illness that any regular person, without special medical knowledge, would think needs urgent medical care. In an emergency, you should know that if you don't get medical help right away, it could seriously harm your health and even damage your organs or make your body work less effectively.**

As soon as possible after receiving emergency services, you must notify PACE KC of the emergency. Informing PACE KC of your emergency will allow us to provide the emergency room or hospital with vital information regarding your health status, medication usage, and plan of care. Once you are stable, we will make discharge arrangements and coordinate with the healthcare professionals who are providing your emergency care to arrange post stabilization services. These services may be

provided in your home or in an appropriate contracted facility as soon as your medical condition and circumstances allow.

## **XVI. URGENT SERVICES**

Urgently needed care is provided when you are out of the service area, and you believe your illness or injury is too severe to postpone treatment until you return, but your life or ability to function are not in danger. Examples of urgent healthcare needs include issues like fevers, severe abdominal pain, nausea, vomiting or difficulty urinating. If you have an urgent healthcare need, the best thing to do is call PACE KC immediately for guidance. We are available 24 hours a day, seven days a week to take the call. Urgently needed care is covered if PACE KC authorizes coverage, or if we do not respond to a request for approval within one (1) hour after being contacted or cannot be reached.



**For urgent healthcare needs you can reach  
PACE KC staff at 816-321-3299**

## **B. NON-COVERED SERVICES**

PACE KC is required to cover all services determined necessary for your care by the IDT. There are some services that are not covered by PACE KC. They include the following:

- Cosmetic surgery, 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
- 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) with the following exceptions:
  - In the event that a Canadian or Mexican hospital is closer than a U.S. hospital PACE KC 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.



PACE KC participants must receive all needed healthcare, including primary care and specialist physician services (other than emergency services) from PACE KC or a person or company authorized by PACE KC. Participants may be fully and personally liable for the costs of any out-of-network services if they do not receive prior approval from their IDT.

### C. AFTER HOURS CARE

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

- If you believe it is an emergency, dial 911.
- For after-hours care, call PACE KC at 816-321-3299. The telephone number is listed on your membership card. For the hearing impaired, call TTY: 711

### D. SERVICES OUTSIDE THE PACE KC SERVICE AREA

You must 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.

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





SECTION 04

# Payment for Services

04

**You are not required to pay for any services in the PACE KC benefits and coverages package that are approved as part of your care plan as long as you follow the plan's rules for getting your care. You may be responsible for paying the full cost of services that are not covered by our plan, if they are obtained without authorization.**

## **A. MONTHLY PREMIUM PAYMENTS**

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

- Medicare Only
  - If you have Medicare Part A and Part B but are NOT eligible for Medicaid, you will pay a monthly payment to PACE KC of \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_.
  - If you have Medicare Part A but NOT Part B and are NOT eligible for Medicaid, you will pay a monthly payment to PACE KC of \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_.
  - If you have Medicare Part B but NOT Part A and are NOT eligible for Medicaid, you will pay a monthly payment to PACE KC of \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_.
    - If you are only eligible for Medicare Part B, you will still pay the monthly bill to the Social Security Administration (SSA) to stay eligible.
  - If you have Medicare Part D but are NOT eligible for Medicaid, you will pay an additional monthly payment to PACE KC of \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_.
  - If your eligibility for Medicare/Medicaid programs changes while you are a PACE KC Participant, your monthly charge will be changed according to the statements above. Ask a representative of PACE KC PACE if you'd like more information.
  - Prescription Drug Coverage Late Enrollment Penalty: If you are eligible for Medicare prescription drug coverage and are enrolling in PACE KC PACE after going without Medicare prescription drug coverage or coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. Contact your PACE KC social worker for more information.
- Medicare and Medicaid
  - Pay no premiums to PACE KC. You may be liable for any applicable spenddown liability and any amounts due under the post-eligibility treatment of income process.

- Medicaid Only
  - Pay no premiums to PACE KC. You may be liable for any applicable spenddown liability and any amounts due under the post-eligibility treatment of income process.
- Neither Medicare nor Medicaid (private pay)
  - If you are not eligible for Medicare or Medicaid, you will pay a monthly payment to PACE KC of \$\_\_\_\_\_ as of \_\_\_\_\_, 20\_\_.

If you are required to pay a monthly premium to PACE KC, 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. Failure to pay your monthly premium in a timely manner may result in disenrollment from the program. Delinquent accounts will be given a 30-day grace period before disenrollment will be considered. Payment plans for past due balances are available. Payment can be made by check, money order, cash, or automatic withdrawal.

**Send your check or money order to:**



**PACE KC Adult Wellness Center**  
 4141 Dr. Martin Luther King Jr. Blvd.  
 Kansas City, Missouri 64130

## **B. CONTINUED FINANCIAL ELIGIBILITY FOR MEDICAID**

Every year, the State of Missouri will review your financial eligibility. You are responsible for providing accurate information to the State. Failure to do so will result in termination of your Medicaid benefit, whereby you will be responsible for 100% of the payment. PACE KC team participants can assist you with yearly renewal, but you are ultimately responsible for continued eligibility.

## **C. I RECEIVED A BILL OR CLAIM**

In the event that you receive a bill or claim from a provider please contact a member of your IDT for payment consideration immediately.







SECTION 05

# Participant Rights

05

**When you join a PACE program, you have certain rights and protections. PACE KC, 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 enroll.**

**At PACE KC, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicare and Medicaid covered items and services. As well as other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day, 7 days a week. Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:**

#### **A. RESPECT**

As a Participant of PACE KC you have the right to be treated with respect at all times. PACE KC employees affirm the dignity of our Participants by assuring that all participants have the right to:

- Receive comprehensive healthcare in a safe, clean, and accessible environment.
- Be free from harm including excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff that you do not need to treat your medical symptoms.
- Be encouraged and helped to use your rights in the PACE KC program.
- Get help, if you need it, to use the Medicare and Medicaid complaint and appeal processes, and your civil and other legal rights.
- Be encouraged and helped in talking to the PACE KC team about changes in policy and services you think should be made.
- Use a telephone while at The PACE KC Adult Wellness Center.
- Not have to complete work or services on behalf of PACE KC.

#### **B. NON DISCRIMINATION**

Discrimination is against the law. Every company or agency that works with Medicare and

Medicaid must obey the law. PACE KC cannot discriminate against you because of your:

- Race
- Ethnicity
- National Origin
- Religion
- Age
- Sex
- Mental or Physical Disability
- Sexual Orientation
- Source of payment for your health care (For example, Medicare or Medicaid)

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

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

## C. INFORMATION AND ASSISTANCE

Every PACE KC participant has the right to receive accurate, easy-to-understand information and assistance when making healthcare decisions. PACE KC affirms this right by assuring participants have access to:

- Have someone help you if you have a language or communication barrier so you can understand all information given to you.
- Have PACE KC interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- Get marketing materials and PACE KC participant rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- Have the PACE KC enrollment agreement fully explained to you in a manner understood by you.
- Get a written copy of your rights from PACE KC. The program must also post these rights in a public place in the PACE KC Adult Wellness Center where it is easy to see them.
- Be fully informed, in writing, of the services offered by PACE KC. This includes telling you which services are provided by contractors instead of the PACE KC team. You must be given this information before you enroll, at the of enrollment, and when

you need to make a choice about what services to receive.

- Be provided with a copy of individuals who provide care-related services not provided directly by PACE KC upon request.
- Review or receive assistance reviewing the results of the most recent review of your PACE program. Federal and State agencies review all PACE programs. You also have a right to review how the PACE KC plans to correct any problems that are found via inspection.

#### **D. CHOICE OF PROVIDERS**

Each participant has the right to choose a health care provider, including their primary care provider, and specialists, from within PACE KC's network and to get quality health care.

Specifically, each participant has the right to the following:

- Women have the right to get services from a qualified women's health care specialist for routine or preventive women's health care services.
- You have the right to have reasonable and timely access to specialists as indicated by your health condition.
- You also have the right to receive care across all care settings, up to and including placement in a long-term care facility when PACE KC can no longer maintain you safely in the community.

#### **E. ACCESS TO EMERGENCY SERVICES**

You have the right to get emergency services when and where you need them without PACE KC's approval. A medical emergency is when you think your health is in serious danger— when every second counts. You may have a bad injury, sudden illness or an illness quickly getting much worse. You can get emergency care anywhere in the United States and you do not need to get permission from PACE KC prior to seeking emergency services. For less emergent needs contact your IDT for evaluation and treatment as soon as possible.

#### **F. PARTICIPATION IN TREATMENT DECISIONS**

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

- Have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your health.

- Have PACE KC help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- Participate in making and carrying out your Plan of Care. You can ask for your plan of care to be reviewed at any time.
- Be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

## G. CONFIDENTIALITY OF HEALTH INFORMATION

You have the right to speak with your health care providers in private to maintain the confidentiality of all protected healthcare information, including health data that is collected and kept electronically, as protected under State and Federal laws. Specifically, you have the right to:

- Look at and receive copies of your medical records and request amendments.
- Be assured that your written consent will be obtained 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.

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

## H. RIGHT TO FILE A GRIEVANCE

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

- A full explanation of the complaint process.
- Be encouraged and helped to freely explain your complaints to the PACE KC team and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
- Request services from PACE KC that you believe are necessary.
- A comprehensive and timely process for determining whether those services should be provided.



- Appeal any denial of a service or treatment decision by the PACE KC team or contractors.
- **Contact 1-800-Medicare for information and assistance, including making a complaint related to the quality of care or the delivery of a service.**

## **I. RIGHT TO LEAVE THE PROGRAM**

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

## **J. ADDITIONAL HELP**


If you have complaints about PACE KC, believe your rights have been violated, or want to talk with someone outside PACE KC 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.



SECTION 06

# Non Discrimination Notice

# 06





**PACE KC 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.**

**PACE KC does not exclude people or treat them differently because of race, ethnicity, national origin, religion, age, sex, mental or physical disability, gender identity, sexual orientation, source of payment, or communicable disease.**

### **INTERPRETER SERVICES**

**Provides free aids and services to people with disabilities to communicate effectively with PACE KC, 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
- Information written in your preferred language

**If you need these services, contact PACE KC's Director of Quality.**

If you believe PACE KC has failed to provide these services or discriminated in any way on the basis of race, ethnicity, national origin, religion, age, sex, mental or physical disability, gender identity, sexual orientation, source of payment, or communicable disease, you may file a grievance. You may file a grievance in person, via phone, or by mail or email using the information below. If you need help filing a grievance, a PACE KC team member is available to help you.



**PACE KC Quality Department**  
4141 Dr. Martin Luther King Jr. Blvd.  
Kansas City, Missouri 64130



**816-321-3299**  
TTY Users: 711



**quality@pacekc.org**

You may 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 the right to all information in a language of your choice, please call PACE KC directly. We will work through an interpreter to discuss the 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 816-321-3299 (TTY: 711)**

### SPANISH

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 816-321-3299 (TTY: 711)

### 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 816-321-3299 (TTY:711)

### VIETNAMESE

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 816-321-3299 (TTY: 711)

### SERBO-CROATIAN (SERBIAN)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 816-321-3299 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711).

### GERMAN

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 816-321-3299 (TTY: 711).

## ARABIC

فاتاه مقرر 816-321-3299 مقرر لصلنا. نأجلأب كل رفأوتت ةيوللل ةدعاسلأ تاملأ نإف، ةغلل ركذا ثدحتت تنك اذإ: ةظوحلم  
مكبلأو مصلأ 711

## KOREAN

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.  
816-321-3299(TTY: 711).

## RUSSIAN

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные  
услуги перевода. Звоните 816-321-3299 (телетайп: 711)

## FRENCH

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés  
gratuitement. Appelez le 816-321-3299 (ATS : 711)

## TAGALOG

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng  
tulong sa wika nang walang bayad. Tumawag sa 816-321-3299 (TTY: 711).

## PENNSYLVANIA DUTCH

Wann du [Deutsch] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit  
die englisch Schprooch. Ruf selli Nummer uff: Call 816-321-3299 (TTY: 711).

## PERSIAN (FARSI)

امش یارب ناگیار تروصب ی نابز تالی هست، دینک یم وگتفگی سراف نابز هب رگا: مچوت  
اب. دشاب یم مهارف Call 816-321-3299 (TTY: 711).

## CUSHITE (OROMO)

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala,  
ni argama. Bilbilaa 816-321-3299 (TTY: 711).

## PORTUGUESE

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis.  
Ligue para 816-321-3299 (TTY: 711).

## AMHARIC

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SECTION 07

# Participant Responsibilities

07

Your success in the PACE KC program is dependent upon the level of involvement from you, the participant, your caregivers (if applicable), and your IDT. Therefore, there are certain responsibilities as a participant of PACE KC. These responsibilities include the following:

1. Become familiar with the services and policies of PACE KC as described in the Enrollment Agreement. This includes understanding what you need to do to get your services.
2. Authorize PACE KC to obtain and use records and information from hospitals, nursing facilities, home health agencies, physicians and other providers who have treated you.
3. Work with your IDT.
  - a. Talk with your IDT about how PACE KC can help support you or increase your independence.
  - b. To the best of your knowledge, provide medical and financial information to the IDT that is accurate and complete with regard to past illness, present complaints and all other relevant matters.
  - c. Treat your IDT, home care staff, and providers with dignity and respect.
4. Be involved in your Plan of Care
  - a. Actively participate in the development and updating of your Plan of Care.
  - b. Follow the Plan of Care that you and your IDT agree to, to the best of your ability.
  - c. Be responsible for your actions if you choose to refuse treatment or do not follow the Plan of Care and related instructions from your IDT or providers.
5. PACE KC Providers and Services
  - a. Use only the PACE KC contracted Provider Network for preapproved services.
  - b. Accept services without regard to the provider's race, color, religion, age, gender, sexual orientation, health, ethnicity, creed (beliefs), or national origin.
  - c. Follow PACE KC's procedures for receiving care after hours.
  - d. Be respectful of the safety of all personnel involved in your care, and assist in developing and maintaining a safe environment for you and your caregivers.
  - e. Treat all durable medical equipment (DME) provided to you by PACE KC, such as wheelchairs and hospital beds, with care.
  - f. Keep medical appointments that have been made for you or notify PACE KC in advance if an appointment cannot be kept.

- g. Take all prescribed medications as directed. Do not provide your medications to others.
- 6. Take all necessary steps to ensure continued eligibility for PACE KC.
  - a. Complete all applicable annual recertifications.
  - b. Pay your required monthly premium in a timely manner. Let your IDT know as soon as possible if you have any issues with your payment.
- 7. Notify PACE KC for the following reasons:
  - a. When you will not be home to receive scheduled services.
  - b. In the event of an urgent situation, call your IDT for direction immediately.
  - c. As soon as possible after receiving emergency services in or outside of the service area.
  - d. If you receive services without authorization from your IDT.
  - e. Changes in address or phone numbers.
  - f. Planned temporary or permanent moves out of the service area, or any lengthy stay outside of the service area.
  - g. When you wish to initiate the disenrollment process.
- 8. Do not ask staff to perform tasks they are prohibited from doing by law or regulations.
- 9. Voice any dissatisfaction you may have with your care.
- 10. Report fraud or abuse on the part of providers or PACE KC employees.
- 11. Do not engage in any fraudulent activity or abuse benefits. This may include:
  - a. Misrepresenting your level of disability;
  - b. Misrepresenting income and asset level;
  - c. Misrepresenting residency;
  - d. Selling medical equipment supplied by PACE KC.
- 12. Participate in all requested interviews or satisfactions surveys. Your responses and comments will help us identify our strengths as well as the areas which need improvement.
- 13. Ask questions and request further information regarding anything you do not understand.











SECTION 08

# Grievances

08

## A. OVERVIEW

All of us at PACE KC share responsibility for your care. PACE KC works to make sure you are satisfied with the services you receive. Although we strive to provide you with the best experience possible, there may be times when you have concerns or are dissatisfied with your services. If you are ever unhappy with your care or the services provided, please contact your PACE KC team right away. Speaking with your PACE KC team is usually the easiest and quickest way to resolve your concerns.

At any time, should you wish to file a grievance, we are available to assist you. Our grievance procedures are designed to allow you or your loved ones to voice any concerns or dissatisfaction you have so that we can address them as quickly as possible. Written instructions of our grievance process are provided to you at the time of your enrollment and at least annually thereafter. Adaptive, interpretive, and translation services will be available to assist you if you have vision or hearing impairment, do not speak English, or have low English proficiency. This process can be complex but remember that your PACE KC team is available to help whenever necessary.

## B. WHAT IS A GRIEVANCE?

A grievance is defined as a complaint, which you can make either verbally or in writing, expressing dissatisfaction with the services provided or the quality of your care.

### Examples of a grievance might include:

- You are unhappy with your PACE team
- You have trouble seeing your Healthcare Provider
- You believe there has been a violation of your rights as a participant.

All grievances will be kept confidential. PACE KC will continue to provide all required services during the grievance process.

## C. HOW DO I FILE A GRIEVANCE?

You are encouraged to use the PACE KC grievance process for any concerns you may have. Many times these concerns can be resolved informally. However, if your team is not able to resolve your concern you can file a grievance by following the instructions on the next page. You or your family or caregiver may file a grievance.

- 1 To submit a grievance verbally, simply voice your grievance in person or by telephone to any IDT member on your care team. Be clear that you would like to utilize the PACE KC grievance process. They will complete a Grievance Submission Form on your behalf.
- 2 You or your family or caregiver may file a grievance. To submit a grievance verbally, simply voice your grievance in person or by telephone to any IDT member on your care team.

Be clear that you would like to utilize the PACE KC grievance process. They will complete a Grievance Submission Form on your behalf.

- 3 To submit your grievance in writing, please ask a PACE KC team member for assistance completing a PACE KC Grievance Submission Form.

Written grievances can be given to staff members or sent to:



**PACE KC Adult Wellness Center**  
4141 Dr. Martin Luther King Jr. Blvd.  
Kansas City, Missouri 64130  
Attention: Quality Department



816.321.3299  
TTY Users: 711



quality@pacekc.org

When submitting a grievance be sure to provide complete and accurate information so the appropriate team members can help to resolve the issue quickly. You can receive a free copy of your records if you believe they will be helpful with your grievance. You will continue to receive all required services while your grievance is being processed.

#### D. WHAT HAPPENS NEXT?

- 1 Once your grievance has been submitted, your PACE KC team will provide you written verification of receipt within 5 business days of submission. PACE KC will continue to furnish all required services to the participant during the grievance process. Further, PACE KC must discuss with you, and provide in writing the specific steps, including timeframes for response, that will be taken to resolve your grievance.
- 2 PACE KC staff will then coordinate an investigation to determine solutions and take appropriate action. All information gathered during the investigation will be kept confidential.
- 3 Within 30 calendar days of receipt of your grievance the team will provide a written report describing their investigation, the problem's resolution and the basis for the resolution to your grievance via a Notice of Grievance Resolution.
- 4 If you are not satisfied with the team's resolution, you or your designated representative have the right to request a further review of your grievance in pursuit of a satisfactory outcome. Please communicate your request for an additional review to the PACE KC

Director of Quality and Compliance within 30 calendar days following the initial decision. You may use the same contact details provided for your initial grievance submission. You will receive notification regarding the outcome of the secondary review within 30 calendar days.



**MO HealthNet Division**  
615 Howerton Court, 2nd Floor  
Jefferson City, MO 65109  
Attention: Hearings

### **E. QUALITY IMPROVEMENT**

Our Quality Improvement (QI) team maintains, aggregates, and analyzes all grievances to identify areas where there is room for growth. This data is used in the ongoing development of quality improvement initiatives to ensure PACE KC participants receive the highest level of care possible.

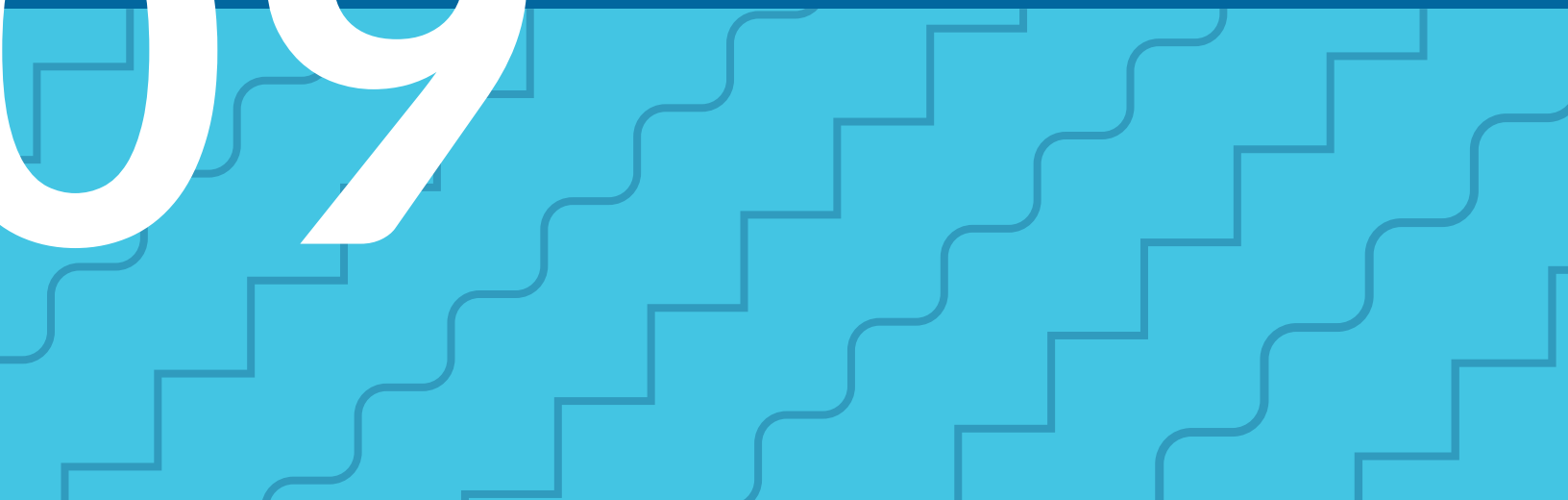




SECTION 09

# Appeal Rights

09





## A. WHAT IS AN APPEAL?

An appeal is an action you can take when PACE KC makes a decision not to cover, or not to pay for, a service you requested, or reduces or stops a service you were receiving.

PACE KC provides written instructions of our appeal process at the time of your enrollment, at least annually, and every time the Interdisciplinary Team (IDT) denies a request for a service or payment. Adaptive, interpretive, and translation services will be available to assist you if you have vision or hearing impairment, do not speak English, or have low English proficiency. This process can be complex but remember that your PACE KC team is available to help whenever necessary.

## B. TYPES OF APPEALS

- **Standard Appeal:** This is the most common type of appeal. A standard appeal is not considered to be urgent. All standard appeals will be resolved as quickly as your health condition requires, but no more than 30 calendar days from when we received your appeal.
- **Expedited Appeal:** An expedited appeal can be requested if you believe that your life, health, or ability to regain or maintain maximum function will be seriously jeopardized without receiving the disputed service. Expedited appeals are resolved as quickly as your health condition requires, but no later than 72 hours after receipt. PACE KC may receive an extension of 14 calendar days after proving to MO HealthNet Division that we need additional information and it is in your best interest, or if you request us to extend the time.

## C. WHEN TO FILE AN APPEAL

When you or your family or caregiver request to start, stop, or continue a service, or request payment of a service, your PACE KC Team will approve or deny this request after thorough, in person assessment and discussion.

**You have the right to file an appeal in the event that PACE KC:**

1. Decides to deny the service you requested
2. Decides to reduce or stop an authorized service you are currently receiving
3. Decides not to pay for a service

You have 30 calendar days to request an appeal from the date when you receive notice from PACE KC informing you that your request for a service or payment of a service has been denied.

**NOTE:** If you are a Medicaid beneficiary and your appeal is related to a service you have been receiving that PACE KC is proposing to reduce or stop, PACE KC will continue to provide the disputed service(s) throughout the appeal process if you request the continuation with the understanding that, if our initial decision to reduce or suspend services currently being furnished is upheld, you may be financially responsible for payment of the disputed service(s) provided during the appeal process. If you would like your disputed services to continue, you must submit your appeal on or before the date they are set to reduce or stop AND request continuation of services during the appeal process with the understanding that you may be financially liable. PACE KC will continue to provide all other services that you are currently receiving.

#### **D. HOW DO I FILE AN APPEAL?**

You or your family or caregiver can file a standard or expedited appeal verbally or in writing. We suggest requesting an *Appeal Submission Form* from PACE KC staff. You may also file an appeal in a letter. If you need assistance putting your appeal in writing, please ask for help from one of your IDT members.



**PACE KC Adult Wellness Center**  
4141 Dr. Martin Luther King Jr. Blvd.  
Kansas City, Missouri 64130  
Attention: Quality Department



**816.321.3299**  
TTY Users: 711



**quality@pacekc.org**

**When an appeal has been filed, PACE KC will work with you and do our best to address your concerns with a solution that satisfies all parties involved. When you file an appeal, the following will occur:**

1. PACE KC will notify you when we plan to meet to review your appeal.
2. You or your designated representative may present or submit relevant facts and/or evidence for review, in person as well as in writing to us. This is your opportunity to explain why you disagree with your IDT's decision. The IDT or other PACE KC staff will likely be at the meeting to present their reasons for denying, reducing, or stopping the service(s).
3. The review of your appeal will be made by a third party not involved in the initial decision making process and who do not have a stake in the outcome of your appeal. These individuals are both impartial and appropriately credentialed in the field(s) or discipline(s) related your appeal.

4. After your appeal has been heard, PACE KC will send you a letter stating the appeal decision no later than 30 calendar days from the receipt of a standard appeal and no later than 72 hours from the receipt of an expedited appeal.
5. PACE KC will ensure your confidentiality throughout the appeal process.

## **E. UNDERSTANDING YOUR APPEAL DECISION**

Appeals can be either in your favor (approved, upheld, agreed to) or not in your favor (denied, not in agreement). If we decide in your favor, we will provide or arrange for services as quickly as your health condition requires.

If PACE KC does not decide in your favor, we must notify you, CMS, and MO HealthNet Division in writing. PACE KC will notify you within 3 business days of a decision that is not fully in your favor. The notification will state the specific reason(s) for the denial, will explain the reason(s) why the service would not improve or maintain your overall health, will inform you of your right to appeal the decision, and will describe your external appeal rights. If you choose, you have the right to pursue an appeal with Medicare or Medicaid depending on your eligibility.

## **F. EXTERNAL APPEAL RIGHTS**

PACE KC will help you or your designated representative file an external appeal with Medicare or Medicaid. The process you choose depends upon your eligibility. If you are unsure which program(s) you are eligible for, you may call PACE KC at (816) 321-3299 for assistance.

Participants who are dually eligible for both Medicare and Medicaid have the choice of either process; however, you may only choose one route by which to exercise your external appeal rights.

### **OPTION 1: MEDICARE APPEAL**

The federal Medicare program contracts with an Independent Review Entity (IRE) to provide external review on appeals involving PACE programs. This review organization is completely independent of PACE KC. We will send your case file to Medicare's IRE for you. A written request for reconsideration must be filed with the IRE within 60 calendar days from the date of the decision by the third party reviewer. The IRE will contact PACE KC with the results of the review. They will either uphold PACE KC's original decision or change PACE KC's decision and rule in your favor.

### **OPTION 2: MEDICAID APPEAL**

PACE KC operates as your MO HealthNet Division Medicaid benefit provider under the

Missouri Department of Social Services. You can appeal to MO HealthNet Division's State Fair Hearing Process only after exhausting the PACE KC appeals process. Your request for a Fair Hearing must be made within 90 calendar days of the decision by the third party reviewer. If your external appeal relates to a service that is being reduced and you wish to continue the disputed service during the external appeal process, with the understanding that you may be responsible for the cost of the service if the decision is not in your favor, then your request for a Fair Hearing must be made within 10 calendar days of the decision of the third party reviewer. PACE KC can submit an appeal to MO HealthNet Division on your behalf or you can send you appeal request to the address below, or email: [statefairhearings@dss.mo.gov](mailto:statefairhearings@dss.mo.gov).



**MO HealthNet Division**

615 Howerton Court, 2nd Floor

Jefferson City, MO 65109

PO Box 6500

Attention: Hearings

## **G. QUALITY IMPROVEMENT**

Our Quality Improvement (QI) team maintains, aggregates, and analyzes all appeals to identify areas where there is room for growth. This data is used in the ongoing development of quality improvement initiatives to ensure PACE KC participants receive the highest level of care possible.









SECTION 10

# Termination of Benefits

# 10

## A. OVERVIEW

PACE KC is a voluntary program and you have the right to disenroll at any time and for any reason (voluntary disenrollment). PACE KC also has the right to disenroll a participant who no longer meets the conditions of enrollment agreement (involuntary disenrollment). Upon disenrollment your IDT will assist you with transitioning your Medicaid and or Medicare services to the program of your choice for which you are eligible.

Regardless of the type of disenrollment, PACE KC will continue to be responsible for your care until the effective disenrollment date and will continue to provide all your required services. You must continue to receive all care and services through PACE KC until your date of disenrollment, and to pay any premiums due. PACE KC will provide you with information on the consequences of subsequent enrollment in other optional Medicare or Medicaid programs following disenrollment from PACE.

## B. VOLUNTARY DISENROLLMENT

If you wish to disenroll from PACE KC or are moving out of the service area, please speak with one of your IDT members. You will be asked to sign a disenrollment form indicating that you no longer wish to receive services through PACE KC. Your effective date of disenrollment will be the first day of the month after the date we receive your notice that you wish to disenroll. Your social worker will assist you with enrolling in the Medicaid and or Medicare programs of your choice for which you are eligible. Please note that you cannot disenroll from PACE at a Social Security Office.

If you elect to enroll in any other Medicare or Medicaid plan or optional benefit while enrolled in PACE KC, including a Medicare Advantage plan, Medicare Part D plan, or the Medicare Hospice benefit, it will be considered a voluntary disenrollment from our program and you will lose all services and benefits provided by PACE KC. If you are not eligible for Medicare when you enroll in PACE KC and you become eligible after enrollment, you will be disenrolled from PACE if you elect to obtain Medicare coverage other than from PACE KC.

## C. INVOLUNTARY DISENROLLMENT

**PACE KC may involuntarily disenroll you for any of the following reasons:**

- You fail to pay or fail to make satisfactory arrangements to pay any premium due to PACE KC, any applicable Medicaid spenddown liability, or any amount due under the post-eligibility treatment of income process after a 30 day grace period.
- You move out of the PACE KC service area or you are out of the service area for more

than 30 consecutive days, unless PACE KC agrees to a longer absence due to extenuating circumstances.

- You or your caregiver engage in disruptive or threatening behavior that jeopardizes your health or safety or the health or safety of the caregiver or others.
- You have decision-making capacity but consistently do not comply with your individual plan of care or the terms of the enrollment agreement.
- You no longer meet the State Medicaid nursing facility level of care requirements and are not deemed eligible.
- The PACE KC program agreement with CMS and the MO HealthNet Division is not renewed or is terminated.
- PACE KC is unable to offer health care services due to the loss of State licenses or contracts with providers.

All involuntary disenrollments are reviewed by MO HealthNet Division prior to final determination. Your enrollment in PACE cannot be terminated for any reason related to your health. You have the right to file an appeal through the State Fair Hearing process if PACE KC initiates involuntary disenrollment. Appeals can be filed within 10 calendar days of the date of your notice of involuntary disenrollment, requesting that your benefits remain unchanged until a decision is reached.

#### **D. RE-ENROLLMENT**

Providing you still meet the eligibility criteria, you may re-enroll in PACE KC after disenrollment from the program. There is no limit to the amount of times you may enroll in PACE KC. However, you will have to complete the standard referral, intake, and assessment processes each time.

If the reason for disenrollment was failure to pay your premium, enrollment will take place upon the payment of all unpaid debt to PACE KC. Previous enrollment in PACE KC does not guarantee future enrollment.





SECTION 11

# Definitions

11





## **ABUSE**

The physical, mental, or sexual abuse of an individual. Abuse also includes treatment without consent and unreasonable confinement or restraint. See Section 5 for a full description of your rights to be free from abuse.

---

## **ADVANCE DIRECTIVE**

A written statement of a person's wishes about medical treatment used to make sure medical staff carry out those wishes should the person be unable to communicate their wishes. There are different types of advance directives and different names for them. "Living will, power of attorney for health care and do-not-resuscitate (DNR) order" are examples of advance directives.

---

## **APPEAL**

A participant's action taken with respect to PACE KC's non-coverage of, or nonpayment for, a service including denials, reductions, or termination of services.

---

## **APPEAL RIGHTS**

Written instructions of the appeal process provided to you at the time of enrollment, on at least an annual basis, and on every occasion the IDT denies, reduces, or stops a service. See Section 9 for detailed information about the appeal process.

---

## **BENEFITS AND COVERAGE**

The health and health-related services PACE KC provides you. These services take the place of the benefits you would otherwise receive through Medicaid and Medicare and are made possible through an agreement with PACE KC, MO HealthNet Division, 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 PACE KC you must meet the conditions described in this Enrollment Agreement.

---

## **CONTRACTED PROVIDER**

A health facility, health care provider or agency that has a contract with PACE KC to provide health and health-related services to PACE KC participants.

---

## **DESIGNATED REPRESENTATIVE**

A person who has the legal authority to make decisions for you. A designated representative may be court appointed, a person designated as your power of attorney for health care or a guardian.

## **DISENROLL/DISENROLLMENT**

The process of terminating your enrollment in PACE KC. You may choose to disenroll from PACE KC at any time. PACE KC can involuntarily disenroll you in certain situations. For example, PACE KC would disenroll you if you permanently move out of the service area, or if you have decision making capacity and consistently refuse to participate in your Plan of Care or the terms of the PACE Enrollment Agreement.

---

## **DURABLE POWER OF ATTORNEY FOR HEALTH CARE**

A legal document you can use to authorize someone to make specific health care decisions on your behalf in case you become unable to make those decisions on your own.

---

## **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
  - Serious dysfunction of any bodily organ or part
- 

## **ENROLLMENT AGREEMENT**

The document which established the terms and conditions of PACE KC and describes the benefits and coverage available to you through PACE KC. You must sign the Enrollment Agreement to become a PACE KC participant. You will receive PACE KC services until you voluntarily or involuntarily end your enrollment in the program.

---

## **EXPEDITED APPEAL**

The appeal process used only when you believe your life, health, or ability to regain or maintain maximum function will be seriously jeopardized without receiving the disputed service. Expedited appeals are resolved as expeditiously as your health condition requires, but no later than 72 hours after receipt. However, PACE KC may extend the time to a total of 14 calendar days if we can justify the need for additional information and how the delay is in your best interest, or you request us to extend the time.

---

## **FINANCIAL ELIGIBILITY**

Financial eligibility means your financial eligibility for Medicaid. The state of Missouri looks at a person's income and assets to determine whether he or she is eligible for Medicaid.

## FUNCTIONALLY ELIGIBLE / LEVEL OF CARE ELIGIBLE

Means that your health status, as evaluated by the PACE KC Team, meets the State's criteria for placement in a nursing facility and/or skilled nursing care facility. Although you must meet the nursing facility level of care to be accepted as a participant in PACE KC, you may receive those services in the home instead of in a nursing facility. PACE KC's goal is to maintain your independence in the community as long as it is medically and socially feasible.

---

## GRIEVANCE

A complaint, written or verbal, expressing dissatisfaction about the kind of care or quality of care that the participant received.

---

## HEALTH CARE SERVICES

Services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, audiology, etc. Health care services may be provided in the PACE KC Adult Wellness Center or in your home. These services may also be provided in the offices of specially trained staff, in hospitals, or nursing facilities that have agreements with PACE KC to give health care services to PACE KC participants.

---

## HEALTH-RELATED SERVICES

Services that support the provision of health services and help maintain independence. Health-related services may include personal care, homemaker/chore services, recreational or activities therapy, escort, translation, transportation, home-delivered meals, financial assistance, and help with housing arrangements. Health-related services are provided and/or coordinated by the PACE KC IDT.

---

## HOME CARE

Refers to two categories of services; supportive and skilled services. Based on your individual treatment plan, supportive services are provided to you in your home and may include household and related chores such as laundering, meal assistance, cleaning and shopping, as well as assistance with personal care. Skilled services may be provided by members of the PACE KC IDT or by other staff.

---

## INTERDISCIPLINARY TEAM (IDT)

Means PACE KC's professional interdisciplinary team consisting of a primary care provider, masters-level social worker, registered nurse, home care coordinator, PACE KC Center Director,

transportation specialist, physical and occupational therapists, recreational therapist, dietitian, 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. Reassessments of your needs will be done by the Team will take place at least semi-annually, and changes in your treatment plan may occur.

---

## IN NETWORK REQUIREMENT

PACE KC enrollees must receive all health care and health-related services exclusively through PACE KC staff or contracted providers. You may be financially liable for unauthorized or out-of-network medical care and services except in the case of an emergency.

---

## MEDICAID

A joint federal and state program that helps with medical costs for some people with low incomes and limited resources.

---

## MEDICAL CARE (ACUTE AND PRIMARY)

The diagnosis, treatment, and prevention of chronic disease, illness, injury, and other physical and mental impairments. It includes the delivery of acute care (i.e., short-term care provided in a hospital or emergency room), primary care (i.e., care provided by a physician or nurse practitioner), and other levels of care that are a part of the continuum of care within the healthcare system.

---

## MEDICARE

A federal program of health care insurance for persons who are 65 years or older, for some persons with disabilities under age 65, and for people with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a transplant); it includes the following:

- Medicare Part A—part of Medicare health insurance that covers hospitalization.

- Medicare Part B—part of Medicare health insurance that covers medical coverage.

- Medicare Part D—part of Medicare health insurance that covers prescription drugs.

---

## PARTICIPANT

Anyone who is eligible and has signed the enrollment agreement to receive health care services from PACE KC. The words “you,” “your,” or “yours” refer to a participant in this Enrollment Agreement.

---

## NON-COVERED SERVICES

Services or benefits that are excluded from coverage.

## **NURSING FACILITY**

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.

---

## **OUT OF AREA / OUT OF NETWORK**

Any area not included in PACE KC's service area or any provider not within PACE KC's Provider Network.

---

## **PACE**

The governmental acronym for the Program of All-inclusive Care for the Elderly.

---

## **PLAN OF CARE**

Services and items approved for you by your care team. This comprehensive plan of care will be documented in your medical record. It will be developed, reviewed, and evaluated by you and the interdisciplinary team on at least a semi-annual basis.

---

## **PREMIUM**

If required, the dollar amount to be paid by the first day of each month to PACE KC for the benefits and services included in the Enrollment Agreement.

---

## **PRIOR AUTHORIZATION / PRIOR APPROVAL**

The IDT must authorize services before you receive the services (except in an emergency). If you receive an unauthorized service, or go to a provider outside of the PACE KC network, you may be responsible to pay for those services.

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## **SERVICE AREA**

The geographic area, city, county, or zip codes in which the PACE program has been approved by CMS to provide services. For PACE KC, this includes all zip codes within Jackson County.

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## **URGENT CARE**

The care provided to you when you believe your illness or injury is too severe to postpone treatment until you can return to the PACE KC Adult Wellness Center, but your life or function is not in severe jeopardy.



SECTION 12

# General Provisions

# 12



## **ADVANCE DIRECTIVES**

PACE KC encourages you to complete or review/update your current advance directive documents. PACE KC will not discriminate against you 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. PACE KC will obtain your written consent to take and use photographs of you for each specific purpose.

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## **CHANGES TO PACE KC**

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

---

## **CONTINUATION OF SERVICES ON TERMINATION**

If the contract between PACE KC, MO HealthNet Division, and CMS terminates, you will be advised of the availability of other services. You will be reinstated back into other Medicaid or Medicare programs for which 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 advance written notice.

---

## **COOPERATION IN ASSESSMENT**

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

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## **GOVERNING LAW**

PACE KC is subject to the requirements of federal regulations and state law.

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## **NO ASSIGNMENTS**

You cannot assign any benefits or payments due under PACE KC 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 must notify us promptly of any change of your address.

## **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 PACE KC CONTRACTED PROVIDERS**

PACE KC is able to provide full scope of services through contracts with community providers. PACE KC 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. PACE KC contracted providers are required to abide by the rules and regulations of the PACE KC 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, PACE KC must report such instances to MO HealthNet Division. If you are a Medicaid beneficiary, any proceeds which you may collect, pursuant to the injury, ailment or disease, are assigned to MO HealthNet Division. If you are a Medicare beneficiary, PACE KC will actively pursue third party claims.

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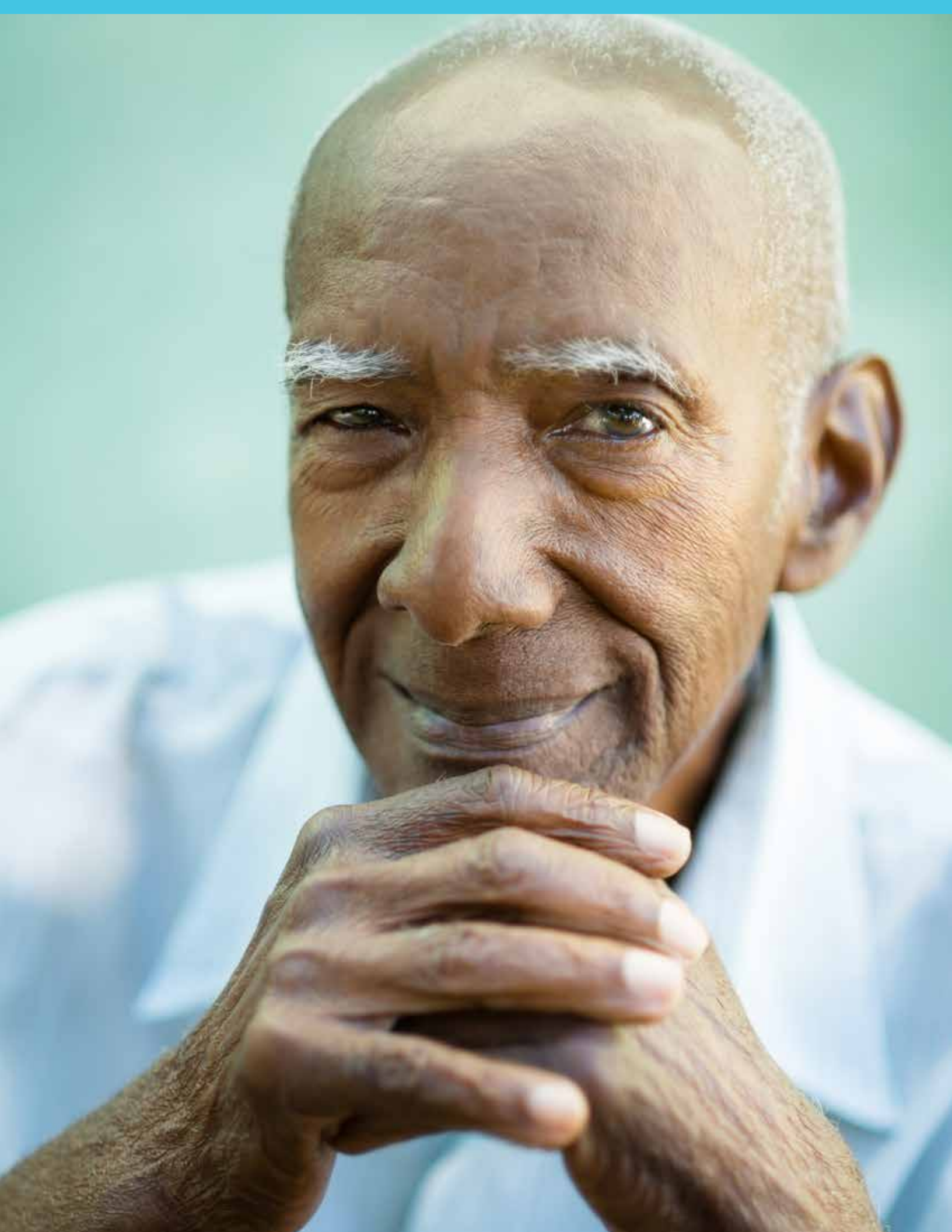
## **WHO RECEIVES PAYMENT?**

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

---

## **YOUR MEDICAL RECORDS**

Access to your own medical record is permitted in accordance with state and federal laws.



SECTION 14

# Signature Pages

13







## PACE KC ENROLLMENT AGREEMENT SIGNATURE PAGES

1. The services available from PACE KC have been explained to me by a PACE KC Enrollment Specialist.
2. The Enrollment Specialist who explained this program to me is an employee of PACE KC and does not represent any city, state or federal agency.
3. I have received, read and understand PACE KC'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 PACE KC Program according to the terms and conditions in the PACE KC's Enrollment Agreement.
5. I understand that PACE KC will be my sole service provider. As a participant, I agree to receive all health and health-related services from PACE KC.
6. I agree to inform PACE KC 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 KC 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 voluntarily disenrolled from the PACE KC 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 PACE KC or is not authorized by the Team, PACE KC may not pay the bill. I understand that I may be responsible for this expense.
9. Enrollment in PACE KC is voluntary and I can disenroll from PACE KC if I want to for any reason at any time.
10. I understand that I must enroll or disenroll from PACE KC at the PACE KC Adult Wellness Center, and may not enroll or disenroll from PACE KC at a Social Security Office.
11. I understand that if I become eligible for Medicare while enrolled in PACE KC I must notify PACE KC and receive all Medicare Part A and/or B and Part D from PACE KC.
12. I understand that PACE KC will provide me with a 60-day notice prior to eligibility for Medicare.
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 (post-eligibility treatment of income).

15. I have been informed of the effective date of my enrollment into PACE KC.
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.
19. I have received a list of providers in the PACE KC provider network.
20. I understand that I may be contacted for on-going quality assurance by PACE KC staff or someone outside of the program authorized to do quality assurance.  
I understand that my participation is voluntary.
21. I authorize the disclosure and exchange of my personal information between PACE KC, the Centers for Medicare and Medicaid Services, its agents, and MO HealthNet.

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Participant's Name (First)	(Middle)	(Last)
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Participant Address	City	Zip Code
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Date of birth: ____/____/____	Sex:	<input type="checkbox"/> M	<input type="checkbox"/> F	
-------------------------------	------	----------------------------	----------------------------	--

Medicare #: _____	<input type="checkbox"/> Part A	<input type="checkbox"/> Part B	<input type="checkbox"/> Part D	<input type="checkbox"/> Pending	<input type="checkbox"/> N/A
-------------------	---------------------------------	---------------------------------	---------------------------------	----------------------------------	------------------------------

Medicaid #: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> Current	<input type="checkbox"/> N/A	
-------------------	----------------------------------	----------------------------------	------------------------------	--

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

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

<hr/>	____/____/____
Participant or Designated Representative Printed Name	Date

<hr/>	____/____/____
Participant or Designated Representative Signature	Date

Who signed:    ☐ Participant    ☐ Designated Representative: \_\_\_\_\_

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

<hr/>	____/____/____
PACE KC Representative Signature	Date







## FOR QUESTIONS OR CONCERNS



PACE KC Adult Wellness Center  
4141 Dr. Martin Luther King Jr. Blvd.  
Kansas City, Missouri 64130



816-321-3299

TTY Users: 711



[info@pacekc.org](mailto:info@pacekc.org)



[PACEKC.ORG](http://PACEKC.ORG)

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