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Important Information about Rocky Mountain PACE

Program Description
PACE stands for the Program of All Inclusive Care for the Elderly. We are pleased to introduce you to this program and welcome you as a potential participant in the program. Please review this booklet carefully. Feel free to ask questions about any of the sections. We will be happy to answer them for you. If you decide to enroll in the PACE Program, this booklet becomes your ENROLLMENT AGREEMENT.

The purpose of Rocky Mountain PACE is to help you remain as independent as possible. We believe that everyone deserves to be treated with dignity and to have the opportunity to live in the community as independently as possible. The program coordinates a complete range of health and health-related services, all designed to keep you living in the community and preferably in your own home for as long as it is safe and feasible. We are dedicated to providing a personalized approach to your care. This means that our health care staff will get to know you and your health needs well.

Rocky Mountain PACE provides access to services 24 hours a day, seven days a week, 365 days a year. To treat the multiple chronic health problems of our participants, Rocky Mountain PACE health care professionals monitor changes in your health status, provide appropriate care and encourage self-determination. Medical, nursing and nutrition services, physical therapy, occupational therapy, recreation therapy, social work and in-home support are provided, along with medical specialty services. All services must be provided through the Rocky Mountain PACE contract network. Rocky Mountain PACE coordinates hospital and nursing facility care in its contracted facilities.
Please reference Appendix A that includes important words that are used in this booklet.

**Important Contact Information:**
If you have any questions about the contents of this booklet, call our office any time at:

719.314.2327  Regular Business Hours and After Business Hours  
TTY 800.659.2656  
Business Hours of Operation: Monday- Friday 8 A.M. to 5 P.M.

You may also write us at:
RMHCS/RM PACE  310 S. 14th Street  Colorado Springs, CO 80904

You may contact Medicare directly by calling:
1.800.MEDICARE (1.800.633.4227) 24 hours per day  
TTY 1.800.633.4227

You may contact Medicaid directly by calling:
1.303.866.2993  
TTY 1.855.225.1731 AT&T Relay Services #711
Getting Started as a Rocky Mountain PACE Participant

Initial Eligibility:
You are eligible to enroll in Rocky Mountain PACE if you meet all of the following criteria:
- At least 55 years of age.
- Capable of safely residing in the community setting without jeopardizing your health and safety.
- Certified by the local Single Entry Point (SEP) case management agency to meet the level of care required for coverage of long term services.
- Living in the Rocky Mountain PACE service area.

Rocky Mountain PACE will enroll persons age 55 or older of any race, color, national origin, sexual orientation, source of payment or disability, without discrimination. It is important to note that the PACE regulations stipulated by the Federal Government require a person to be 55 and over to be eligible for PACE.

In addition to meeting these criteria, you must also sign an Enrollment Agreement Form and agree to abide by the conditions of Rocky Mountain PACE, as explained in the Enrollment Agreement.

Enrollment and Effective Dates of Coverage
Enrolling in Rocky Mountain PACE is a five-step process:
1. Intake Referral
2. Intake Assessment
3. Final Approval
4. Enrollment Conference
5. Continuation of Enrollment
As of the 1st of the month of your enrollment, your coverage through Rocky Mountain PACE begins. You must get all of your healthcare from Rocky Mountain PACE, except for emergency or urgently needed services or out of the area dialysis service. Services authorized by Rocky Mountain PACE and other services contained under this program will be covered. Without Authorization NEITHER PACE WILL NOT PAY FOR THE SERVICES.

Special Features of Rocky Mountain PACE:

Interdisciplinary Team
Your care is planned and provided by a team of specialists. The team includes physicians and nurse practitioners, registered nurses, case managers/social workers, physical and occupational therapists, recreation therapist and aides, dietician, home care coordinators, personal care workers/home health aides, transportation representatives and PACE Center managers 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.

Authorization of Care
The Interdisciplinary Team must review, approve and authorize all care and services and any changes in your care plan, whether adding, changing or discontinuing a service. You will get to know each of the members of your team very well. They will work closely with you so you can be as healthy and independent as possible. The team will reassess your needs at least every six months, but more frequently, if necessary. If you disagree with a change in your services, you can appeal that change.
The PACE Center
The primary focus of the PACE Center is to provide you with a social environment with an emphasis on Wellness.

You will have the opportunity to work with Physical, Occupational, and Recreational therapy staff on a regular schedule, as defined by your care plan. We will support your desire to maintain your independence by encouraging you to take an active role in working towards the goals in your care plan. The PACE medical clinic is also located at the PACE Center. The Clinic is where you will receive the majority of your health care services. In addition to social, rehabilitation, and medical services, you may receive other services at the PACE Center, such as behavioral health counseling and spiritual support.

Our Wellness model, with a focus on preventative care and programming, means that we have designated our PACE Center to be a Smoke-Free program. It is not a requirement of PACE that participants who smoke stop smoking, but we do require that smokers who choose to take a break during their Center service programming, sign in and out with our front desk receptionist, leave any oxygen apparatus with the receptionist until they sign back in from a smoking break, and only smoke in the one area designated within the distance required under Colorado law. Please let us know if you would like to participate in a smoking cessation program at the PACE Center.

The PACE Center is not a public facility. The PACE Center offers services to enrolled participants. All of the services provided in our Center are designed to maintain or increase independence and support overall health in accordance with individual treatment plans. Rocky Mountain Health Care Services has an obligation to protect the confidentiality of those individuals enrolled in the program. It is preferred that visitation by friends and family take place outside of
the PACE program Day Center. For visitations to be considered, they must be prearranged and pre-approved by the Interdisciplinary Team. Your family and caregivers may learn how they can best support you and your health by participating in care plan reviews and speaking with the PACE team about specific treatments with your permission.

We will work with you and your family to determine your schedule of attendance at the Rocky Mountain PACE Center. If you need transportation to and from the Center, we will provide it.

The Interdisciplinary Team may authorize services to be provided in your home, in a hospital or a nursing facility. We have contracts with physician specialists (such as cardiologists, urologists and orthopedists), with a pharmacy, laboratory, and Xray services, and with hospitals, assisted living facilities, and nursing facilities. The Intake and Enrollment Specialist will provide you with a copy of all of Rocky Mountain PACE contract providers.

**We offer access to care on a 24-hour basis, 365 days of the year.**

**Physicians and Providers**
Your PACE physician and the other providers of Rocky Mountain PACE are responsible for your care, as are the other Interdisciplinary Team members of the PACE Center.

**Coordinated, Comprehensive Care**
We have flexibility in providing care according to your needs. The Interdisciplinary Team will be able to determine the appropriate medical services for your care. In-home care will also be evaluated and provided by the team as determined by their assessment of your needs.
Services are Provided Exclusively Through Rocky Mountain PACE
The services offered by Rocky Mountain PACE are available to you because of a special agreement among Rocky Mountain Health Care Services, the State of Colorado Department of Health Care Policy and Financing (HCPF), and Centers for Medicare and Medicaid Services (CMS). **Once you have enrolled in Rocky Mountain PACE, you agree to receive services exclusively from Rocky Mountain PACE and contracted providers in the Rocky Mountain PACE network. Therefore, you will no longer be able to obtain services from the other physicians or medical providers you had under your previous Medicare and Medicaid coverage, unless they are contracted with PACE.**

**Advantages of Enrolling in Rocky Mountain PACE:**
Rocky Mountain PACE was designed and developed specifically to maintain independence for frail elders by offering comprehensive, coordinated alternative services through a single organization. Our unique organizational and financing arrangements allow us to provide flexible benefits and coordinated care.

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

- Rocky Mountain Health Care Service’s history of serving the community and the elderly since 1973, and Rocky Mountain PACE since 2008.
- Dedicated, qualified health care professionals
- Lower prescriber to patient ratio than most doctors’ offices
- Long-term care coverage
- Coordinated care 24 hours a day, 365 days a year
- Support for family caregivers
- Individualized care
- Through-the-Door Transportation to your appointments
Benefits

PACE Services

The following services are fully covered when approved by the Interdisciplinary Team and provided by Rocky Mountain PACE contractors and in Rocky Mountain PACE contracted facilities. Approval is not required for health emergencies. Services you can receive from Rocky Mountain PACE include the following:

1. Outpatient Health Services
   - Primary care and specialists care, including consultation, routine care, preventive health care and physical examinations. See the Rocky Mountain PACE Contract Provider list of medical specialties and provider names.
   - Nursing care
   - Laboratory tests, X-rays and other diagnostic procedures
   - Prescription drugs (only if obtained from a pharmacy designated by RM PACE)
   - Foot care
   - Vision Care, including examinations to diagnose and treat diseases and condition of the eye, treatment and eyeglasses after cataract surgery. RM PACE may provide eyeglasses if recommended by a PACE network optometrist, no more than one pair every two years with a $250 limit.
   - Urgent care in the Rocky Mountain PACE medical clinic.
   - Dental care
   - Audiology

2. Supportive Services and Personal Care
   - Social Services
   - Mental Health Counseling
   - Spiritual Care
• Physical, Occupational, and Speech therapies
• Recreation therapy, including Memory Care
• Prostheses, orthotics and durable medical equipment
• Nutrition counseling and education
• Transportation to and from the Rocky Mountain PACE Day Center, and to and from medical specialty appointments preauthorized and scheduled by Rocky Mountain PACE’s medical clinic.

3. Hospital Inpatient Care**
• Ambulance
• Emergency room care and treatment room services
• Semi-private room and board, as available
• General medical and nursing services
• Medical, surgical, intensive care and coronary care units, as necessary
• Laboratory tests, X-rays and other diagnostic procedures
• Medications
• Blood and blood derivatives
• Surgical care, including anesthesia
• Use of oxygen
• Physical, speech, occupational, respiratory therapies
• Social services

** Under hospital care, the plan does not include: private room and private duty nursing, unless medically necessary and non-medical items for your personal convenience such as telephone charges and radio or television rental.

4. Nursing Facility Care
• Semi-private room and board, when available
• Physician and nursing services
• Personal care and assistance
• Medications
• Physical, occupational and speech therapies as authorized by the Interdisciplinary Team
• Medical supplies
• Social services

5. Home Health Care
• Skilled home care nursing services, including after hour services as determined by the Rocky Mountain PACE physician and on-call RN
• Physical and occupational therapies
• Home health aide services
• Homemaker and personal care services
• Personal alert systems, if deemed necessary
• Incontinence supplies

6. Palliative and End-of-Life Care
Palliative care is care provided to individuals who need aggressive pain management or other symptom control. It usually is provided when people are no longer receiving cure-oriented treatment for their illness. Palliative care is provided by the Rocky Mountain PACE team.

We also want to make sure, when the time comes, that you get the best end-of life care. The Rocky Mountain PACE team will work with you and your family so that we can meet your needs and honor your wishes. You may receive this care in many places, such as your home, an assisted living facility that agrees to support your wish to stay in their facility at end-of-life, or a nursing facility.
7. Dental Services

Our priorities for dental care are to treat pain, acute infection, and to maintain dental functioning.

Emergency Care

Emergency Care is for an emergency medical condition. In an emergency, please call 911.

Emergency care is appropriate when services are needed immediately because of an injury or sudden illness, and the time required to reach the PACE organization or one of its contract providers would cause risk of permanent damage to your health.

If you call 911, it is important that you have someone notify Rocky Mountain PACE as soon as possible and let us know what has happened. Your physician at Rocky Mountain PACE will be called immediately to coordinate your care. Always carry your Rocky Mountain PACE identification card with you and show it to the patient registration representative in the Emergency Room or Hospital.

Access to After Hours Care and Urgent Care

After hours care non-emergency care is defined as any urgent care needed from 5 PM- 8 AM weekdays and 24 hours on weekends and holidays.

There may be times when you need to speak with a nurse or physician and receive advice or treatment for an injury or onset of an illness, which simply can’t wait until regular Rocky Mountain PACE Center hours.
When you need non-emergency care after hours, there will always be a nurse (with physician back up) available 24 hours a day, 7 days a week, 365 days a year.

For after hour non-urgent medical care: Call Rocky Mountain PACE 719.314.2327 /TTY 800.659.2656. The answering service will transfer your call to the RM PACE on call nurse on duty.

**Urgent Care**
Rocky Mountain PACE also covers urgent care for an urgent medical condition. Urgent Care is one in which medical services are required promptly to prevent impairment of health due to symptoms that a prudent layperson would believe required immediate attention, but are not life-threatening and do not pose a high risk of permanent damage to an individual’s health.

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.

**Out-of-area Emergency or Urgently Needed Care**
Carry the Rocky Mountain PACE identification card with you at all times and show it to the urgent care or hospital admitting person. The out-of-town physician who treats you should give you a written report explaining your condition and treatments. Please provide a copy of that report to your Rocky Mountain PACE medical provider when you return to the area.

Rocky Mountain PACE also covers emergency or urgent care when you are temporarily out of the service area for a period up to 30 days. **If you are out of**
the Rocky Mountain PACE service area temporarily for more than 30 days, you will be automatically disenrolled unless prior arrangements have been approved. Emergency or urgent care coverage is only available to you if:

- The care you receive is needed as a result of an unforeseen illness, injury or condition
- Your illness or injury requires medical attention to prevent serious deterioration in your health
- You cannot delay necessary medical attention until you return to the service area

Prior authorization is not needed in seeking out of area emergency care. However, out of area urgently needed services do require that Rocky Mountain PACE provide authorization within one hour of notification of your need for urgent care or it is deemed unauthorized. As soon as possible, you should call Rocky Mountain PACE when you receive out-of area emergency or urgently needed care.

If you receive emergency medical care while out of town, you or your family member or caregiver should call 719.314.2327 /TTY 800.659.2656 as soon as possible and notify the PACE medical clinic (during business hours) or the answering service (between 5 p.m. and 8 a.m. Monday through Friday, all day Saturday and Sunday and major holidays). The answering service will transfer your call directly to the after hour nurse on duty.

Rocky Mountain PACE will cover urgently needed out-of-network services if (a) the services are pre-approved by Rocky Mountain PACE or (b) the services are not preapproved because Rocky Mountain PACE did not answer a request for service approval within one hour after being contacted or if the health service provider was unable to contact Rocky Mountain PACE.
If you receive any medical care outside of the United States, Rocky Mountain PACE will not be responsible for the charges.

**PACE Day Center**
The Rocky Mountain PACE Center is open Monday through Friday. The Center offers a wide variety of Wellness activities for our participants, as well as access to rehabilitation, nutrition, medical, and counseling services, as indicated by your individualized care plan. Lunch and snacks are available at no charge.

**Holidays:**
The days during the year that the Rocky Mountain PACE Center is closed for holidays are:

- New Year’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

You may call the regular number 719.314.2327/ TTY 800.659.2656 if you have any medical concerns or emergencies, and the answering service will direct your call to the appropriate person.

Rocky Mountain PACE will close occasionally to provide all of the staff with training that will improve our ability to care for you. We will post a notice in our Center at least one week in advance so you will have plenty of notice. If you need to be seen for an urgent medical need, our Clinic will make sure you are seen by one of our medical providers in the PACE medical clinic.
Bad Weather:
We will close the PACE Center in the case of extremely cold temperatures (0 degrees with or without wind-chill) or ice and/or snow in amounts that would cause it to be too dangerous for the transportation department to send the PACE buses to get you.

In the event of this sort of bad weather, please call the main office for Rocky Mountain Health Care Services for recorded information regarding weather related delays or closures. The recording will be posted by 6:30 a.m.
719.314.2327/ TTY 800.659.2656
You may also watch KKTV Channel 11 for updates about Rocky Mountain PACE closures scrolling on the bottom of the screen.

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.
2. Services rendered in a non-emergency setting or for a non-emergency reason without Rocky Mountain PACE authorization.
3. Medications not prescribed by Rocky Mountain PACE and/or not supplied by our contracted pharmacies.
4. Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
5. Experimental, medical, surgical or other health treatments or procedures not generally accepted medical practice in the geographic area, as determined by the Rocky Mountain PACE Medical Director.
6. Care in any hospital other than Rocky Mountain PACE’s contracted hospitals, unless authorized, except for emergency care.
7. Any services rendered outside the United States.
8. Services received outside the Rocky Mountain PACE service area, (except for emergency or urgently needed medical care).
9. 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 and TV rental.

Other Coverage Provisions
Before you leave the Rocky Mountain PACE service area, we encourage you to notify the Interdisciplinary Team. They will explain what to do if you become ill or injured while away from the Rocky Mountain PACE service area.

The Interdisciplinary Team must approve any non-emergent services you receive or Rocky Mountain PACE will not be responsible for paying for the services.

Intake Process:
The intake process begins when you or someone on your behalf makes a call to Rocky Mountain PACE. If it appears from this first conversation that you are potentially eligible, the Rocky Mountain PACE Intake Specialist will visit you in your home to explain our program and obtain further information about you. During this visit you will learn:
• How Rocky Mountain PACE works
• The types of services we offer
• The answers to any questions you may have about PACE
• That when you enroll you must agree to receive all your medical and health care exclusively from Rocky Mountain PACE and our contracted providers, with the exception of emergency services
• Your monthly payment, if any
After this visit, if you are interested in touring the Rocky Mountain PACE Center, the Intake Specialist will set up your visit. This will allow you to attend the Center so you can see some of the services provided in our recreation, physical and occupational therapy program, meet some of the members of the Interdisciplinary Team, and be introduced to some of our program participants. We will also ask that you sign a release allowing us to obtain your past medical records so our team has complete information about your health conditions. If you are enrolling with Medicaid, we will require financial information, as well.

**Intake Assessment:**
If you want to become a participant in Rocky Mountain PACE, you will begin the assessment process.

- One of the RM PACE Home Care nurses will meet with you in your home to complete your initial assessment. As well, a home safety assessment will be completed by another member of the Home Care department, who will most likely accompany the Home Care nurse on this home visit. The goal of the home safety assessment will include determining what your needs are, if any, for durable medical equipment or supplies.

- The Intake Specialist will discuss your health care needs with the team and arrangements will be made for you to come to the PACE Center to meet with some of the other members of the Interdisciplinary Team.

- The local Single Entry Point case management agency will decide whether you meet the criteria for admission into the program, that is, whether your problems and needs appear to meet the functional eligibility criteria for nursing facility level-of-care and whether you are found to be able to remain safely in your home or in the community with support.

- During the entire Intake Assessment process, the Interdisciplinary Team is assessing whether Rocky Mountain PACE can meet your medical, nursing, psychological and social needs, whether you have a family or informal
support network, and whether remaining in your home or the community would jeopardize your health and safety. At the time of enrollment, an individual must be able to live in a community setting without jeopardizing his or her safety. The following constitutes unsafe behaviors that may cause a denial of enrollment if they cannot be remediated:

1. Wandering
2. Risk for setting fire to self or dwelling due to:
   a. Unsafe smoking
   b. Unsafe cooking
   c. Unsafe use of oxygen
   d. Other dangerous fire-setting behavior
3. Disruptive or violent behavior that jeopardizes the participant’s health or safety, or that of others.
4. A physician-documented condition that requires 24 hour skilled care.
5. Living in a dwelling that has been condemned or ruled unsafe by a local authority.
6. A physical or mental condition that requires constant supervision outside of the PACE Center hours and no caregiver to meet this need.
7. A physical or mental condition that requires constant supervision during PACE Center hours and the participant refuses to come to the PACE Center.
8. Inability to transport participant to PACE Center for needed care by normal PACE organization transportation due to the physical condition of participant or lack of safe access to home.

In such cases, Rocky Mountain PACE will provide written notification explaining the reason for the denial and refer the individual to appropriate alternative services.
Final Approval
Because Rocky Mountain PACE is authorized to serve only those aged 55 and older who need long-term care, an outside opinion from the local Single Entry Point case management agency designated for this service area must confirm that your health situation in fact qualifies you for our care.

If the local Single Entry Point case management agency finds that you are not qualified for the level of care provided by Rocky Mountain PACE, you will not be able to enroll. If you choose, you may appeal this decision with the Single Entry Point, through their appeal process.

Enrollment
If you found your visit to the PACE Center satisfactory, and you are eligible for the PACE program, the Intake Specialist will meet with you to go over the Enrollment Agreement. Before you sign the Enrollment Agreement, please read it carefully. Ask Rocky Mountain PACE questions to make sure you understand everything about the agreement. At that time, you will review and come to an agreement about your participation in Rocky Mountain PACE before you sign the Enrollment Agreement. At this meeting, you will have the opportunity to discuss:

- The plan of care recommended by the Interdisciplinary Team and your input into the plan of care
- Ask questions about the exclusive care feature of Rocky Mountain PACE, which means that: Once you join Rocky Mountain PACE, your health care services will be provided only through Rocky Mountain PACE. Members of your Interdisciplinary Team will approve these services. If you are eligible for Medicare and/or Medicaid, Rocky Mountain PACE takes the place of the standard Medicare and/or Medicaid programs.
• The list of Rocky Mountain PACE providers and medical specialists who contract with Rocky Mountain PACE to furnish care to PACE participants
• Ask questions about your monthly payment, if any
• What to do if you are ever dissatisfied with the care you receive at Rocky Mountain PACE

If you decide to join Rocky Mountain PACE, we will then ask you to sign the Enrollment Agreement. You will receive copies of the signed Rocky Mountain PACE Enrollment Agreement. During the first week of your enrollment you will also receive:
• A Rocky Mountain PACE membership card
• Emergency information sheet to be posted in your home

Note: If you do enroll in Rocky Mountain PACE, you may cancel your enrollment at any time if you change your mind. Your disenrollment would be effective the last day of the month at midnight following your request to disenrolled.

Please select if you need information sent to you in another language and/or format:
□ Other language (please specify________________)
□ Braille
□ Audio tape
□ Large print

Please contact us at 719-314-2327 if you need information in another format than what is listed above. TTY users should call TTY 800.659.2656

**Continuation of Enrollment**
Current participants are determined to be continuously eligible for PACE based on one annual recertification by the local Single Entry Point case management agency. At such time, participants must continue to meet the level of care required under the State Medicaid plan for coverage of nursing home care. They
must continue to reside in the PACE Organization’s service area and continue to be able to live in a community setting safely.

Under provisions that allow waiver of annual reevaluation, Colorado will assure continuous eligibility for PACE participants who:

1. Have passed one recertification (i.e., only one recertification process is required at the one year anniversary of enrollment, except if you have one of the following diagnoses, see #2 below).
2. Have one of the following diagnoses: cardiomyopathy, dementia, end stage renal failure with dialysis, primary liver cirrhosis or multiple sclerosis.

The reason for #2 is that there would be no reasonable expectation of improvement in individuals with these diagnoses and there would be no expectation that functional capacity would be regained in frail, elderly persons with such a diagnosis. Such status shall be noted in writing and signed by an attending physician. The local Single Entry Point case management agency will grant a permanent waiver indicating that there is no reasonable expectation of improvement in those individuals.

If the local Single Entry Point case management agency finds that you no longer meet the State Medicaid nursing facility level of care requirements at the time of your one annual recertification, you will have to disenroll.

**Termination of Benefits**

Your benefits under Rocky Mountain PACE can be stopped if you choose to disenroll from the program (voluntarily) or if you no longer meet the condition of enrollment (involuntarily). Both types of termination require written notice by either party. **Disenrollment and termination at any time during the month is effective at midnight on the last day of the month.** You are required to continue...
to use Rocky Mountain PACE services and to submit payment, if applicable, until termination of benefits becomes effective.

**Voluntary Disenrollment:** You may voluntarily disenroll from Rocky Mountain PACE without cause at any time. You may notify Rocky Mountain PACE verbally or in writing if you wish to disenroll. You will need to sign a disenrollment form indicating that you will no longer be entitled to services through Rocky Mountain PACE. You should discuss this with the Case Manager/Social Worker at Rocky Mountain PACE. Your Case Manager/Social Worker will coordinate the disenrollment date and assist you with re-establishing your Medicare and/or Medicaid benefits.

Rocky Mountain PACE will need time to coordinate your health care outside of Rocky Mountain PACE with community providers so that your health needs may continue to be met. The effective date of your disenrollment will be midnight on the last day of the month.

You cannot disenroll at a Social Security Office.

**Involuntary Disenrollment:** Rocky Mountain PACE will do everything possible to avoid involuntary disenrollment. If we are no longer able to provide appropriate care, Rocky Mountain PACE can terminate your benefits through written notification to you if:

- You are out of the Rocky Mountain PACE service area for more than 30 consecutive days without the PACE organization approval.
- You engage in disruptive or threatening behavior that threatens the health and safety of yourself or others.
- You consistently refuse to comply with your individual plan of care or the terms of the enrollment agreement. Noncompliant behavior includes
repeated noncompliance with medical advice and repeated failure to keep appointments.

- You fail to pay or make satisfactory arrangements to pay any amount you agreed to pay at enrollment due Rocky Mountain PACE after the 30-day grace period.
- You are no longer determined to meet the Colorado nursing facility level of care requirements and are deemed ineligible by the local Single Entry Point case management agency.
- Rocky Mountain PACE loses the contracts and/or licenses enabling it to offer health care.
- The Centers for Medicare and Medicaid Services (CMS) or the Colorado Department of Health Care Policy and Financing (HCPF) terminate the program agreement with Rocky Mountain PACE.

You must use Rocky Mountain PACE services until your disenrollment is effective. Important: If you enroll in any other Medicare or Medicaid prepaid plan or optional benefit, including hospice, while you are a Rocky Mountain PACE participant, this is considered voluntary disenrollment from our program because Medicare and Medicaid will only recognize enrollment in one program at a time.

Renewal Provisions
If you choose to leave Rocky Mountain PACE by voluntarily disenrolling, you may reapply for admission to Rocky Mountain PACE and re-enroll, provided you still meet the eligibility requirements. If the reason for disenrollment is failure to pay the premium and you pay the premium before the effective date of disenrollment, the participant is reinstated in the PACE program with no break in coverage.
Monthly Payments, if applicable

<table>
<thead>
<tr>
<th>If you are eligible for:</th>
<th>You will pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicare and Medicaid Or Medicaid ONLY</td>
<td>Nothing to Rocky Mountain PACE</td>
</tr>
<tr>
<td>Medicare ONLY</td>
<td>A monthly premium to Rocky Mountain PACE equal to the Medicaid capitation rate PLUS an additional monthly premium for prescription drug coverage</td>
</tr>
<tr>
<td>Private Pay</td>
<td>A monthly premium to Rocky Mountain PACE PLUS an additional monthly premium for prescription drug coverage</td>
</tr>
<tr>
<td>If you are a permanent resident of an Assisted Living Facility or a Skilled Nursing Facility</td>
<td>A monthly payment of room and board cost to the facility. PACE pays for services provided to you in the facility.</td>
</tr>
</tbody>
</table>

The Rocky Mountain PACE Intake Enrollment Specialist will provide you with current year premium amounts if you fall into the Medicare ONLY or Private Pay categories.

If you are required to pay a monthly payment to Rocky Mountain PACE, you must pay this amount by the first day of the month after you sign the Enrollment Agreement, and the first day of each month thereafter.

Payment can be made by check, money order, electronic fund transfer, or credit card to:

Rocky Mountain PACE
310 S. 14th Street
Colorado Springs, CO 80904
**Late Payment**
If you have not paid your monthly bill by the 15th day of the month, you will be sent a “Second Notice” of an overdue payment and you will be charged a late fee of $20.00. After a one month grace period, which commences on the invoice date, your contract with Rocky Mountain PACE will automatically terminate at the end of the grace period. You will continue to receive benefits during this grace period even though your payment is overdue.

If you use PACE services during the grace period, you must submit payment for the month. The monthly payment is not prorated and is not refundable.

If you have not paid your whole bill (which is the month you were late paying for plus the grace period) after the 30 days is up, your Rocky Mountain PACE services and benefits will stop.

**Accidental Injury**
If you are injured, such as being involved in an automobile accident, and require additional medical care, Rocky Mountain PACE will provide that additional care. However, if you recover any money from the party who injured you, or someone paying on behalf of that person, such as an insurance company, Rocky Mountain PACE has a claim upon that recovery in the amount of the costs Rocky Mountain PACE had to spend to provide you with the additional medical care you received because you were hurt. These are the same kinds of rules and regulations that would apply under the usual Medicare and/or Medicaid service if you are eligible. It is important for you to notify Rocky Mountain PACE if you are involved in an accident.
**Assisted Living Facility Care**

Rocky Mountain PACE has contracts with several assisted living facilities. Those facilities are listed on the PACE Contract Provider list that the Intake and Enrollment Specialist will give to you. There may be a time when your needs can be better met in this setting. With input from you and your family, the PACE Interdisciplinary Team will coordinate an admission to a PACE contracted assisted living facility.

**Cost of assisted living facility care:**

If you require permanent residency in an assisted living facility, you will be required to share in the costs of assisted living facility care by making a monthly room and board payment. Your PACE Case Manager will verify your monthly income, complete a Post Eligibility Treatment of Income (PETI) calculation, and ensure you receive a monthly personal needs allowance. Rocky Mountain PACE utilizes the guidelines established by the Colorado Department of Health Care Policy and Finance (HCPF)/Long Term Benefits Division for calculation of the PETI for PPTs residing in Assisted Living Facilities.

**Nursing Facility Care**

Rocky Mountain PACE has contracts with several skilled nursing facilities. Those facilities are listed on the PACE Contract Provider list that the Intake and Enrollment Specialist will give to you. There may be a time when you can no longer be cared for safely in your home. With input from you and your family, the PACE Interdisciplinary Team will coordinate an admission to a PACE contracted nursing facility. This may be for a short period of time or, if necessary, it may be for a permanent residency.

As a participant of Rocky Mountain PACE, you agree to receive inpatient short and long-term care services in one of our contracted nursing facilities.
Cost of nursing facility care:

• If it is determined by the team that you require short term nursing facility placement in order to a) provide your family caregivers with respite, or b) subacute rehabilitation services, Rocky Mountain PACE will cover the nursing facility costs.

• If it is determined by the team that you require a permanent residency in the nursing facility, you will be required to share in the costs by paying a monthly room and board payment. In order for you to make the monthly room and board payment, all of your monthly income, including Social Security and pensions, become payable to Rocky Mountain Health Care Services, less a personal needs allowance which you may retain. You will receive a monthly personal needs allowance. For all participants, including private pay, Medicaid and Medicare eligible, or Medicaid eligible only, all cost payments are due and payable to Rocky Mountain Health Care Services by the tenth of the month.

Veterans Enrolled Through the Veteran Affairs (V.A.) Contract with Rocky Mountain PACE

Rocky Mountain PACE has a fully executed Provider Agreement with the Office of Veteran Affairs (V.A.). This Agreement allows the V.A. to refer veterans to PACE who are greater than 70% service connected and need at least three days per week of services from the Rocky Mountain PACE Center. Veterans enrolled in PACE under the Provider Agreement will receive all of their services, and medications from the PACE Center, PACE contract pharmacy, and PACE medical specialty contract providers. Veterans still retain the right to access services from the V.A. facilities. Please notify your Case Manager if that is your intent as we will need to work hard to coordinate your care and not duplicate services.
Unlike all other PACE participants, if veterans enrolled in PACE under the Provider Agreement between Rocky Mountain PACE and the V.A. need to move permanently into a V.A. nursing facility, the veteran will be disenrolled from Rocky Mountain PACE at the end of the month in which they moved permanently into the nursing facility.

**Participant Bill of Rights**

As a Rocky Mountain PACE participant, you have the following rights:

**You have the right to be treated with respect, and to:**

- Get all of your health care in a safe, clean environment.
- Be free from harm. This includes physical or mental abuse or neglect, physical punishment, or being placed by yourself against your will, as well as any physical or chemical restraint used on you for discipline or convenience of staff.
- Be encouraged and assisted to use your rights in Rocky Mountain PACE.
- 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 Rocky Mountain PACE staff about changes in policy and services you think should be made.
- Use a telephone while at the Rocky Mountain PACE center, make and receive confidential local calls and/or have such calls made, if necessary.
- Not have to do work or services for Rocky Mountain PACE

**You have the right to protection against discrimination.**

As a Rocky Mountain PACE participant, you cannot be discriminated against because of your:

- Ethnicity/National Origin
• Color
• Religion
• Age
• Sex
• Mental or physical ability
• Sexual orientation
• Source of payment for your health care (for example, Medicare or Medicaid). If you think you have been discriminated against for any of these reasons, contact a staff member at Rocky Mountain PACE to help you resolve your problem. If you have any questions, you can call the Office for Civil Rights at 1.866.627.7748/TTY 303.894.7832.

You have the right to information and assistance, which includes the right to:
• Have someone help you if you have a language or communication barrier so you can understand all information given to you.
• Have someone interpret all information given to you into your preferred language, in a culturally competent manner.
• Get marketing materials and Rocky Mountain PACE rights in English and any other frequently used language in your community. You also can get these materials in Braille, if necessary.
• Get a written copy of your rights from Rocky Mountain PACE. Rocky Mountain PACE will post these rights in a public place in the Rocky Mountain PACE center where it is easy to see them.
• Be fully informed, in writing, of the services offered by Rocky Mountain PACE. This includes telling you which services are provided by contractors instead of the Rocky Mountain PACE staff. You will be given this information before you join Rocky Mountain PACE, at the time you join, and when there is a change in services.
• Look at, or get help to look at, the results of the most recent audit of Rocky Mountain PACE. Federal and state agencies review all PACE programs. You also have a right to review how Rocky Mountain PACE plans to correct any problems that are found at an inspection.

You have the right to a choice of providers.

• You have the right to choose your own primary care provider and specialists within Rocky Mountain PACE’s network and get quality health care.
• Women have the right to get services from a qualified women’s health care specialist for routine or preventive women’s health care services.

You have the right to receive emergency services when and where you need them without Rocky Mountain PACE’s approval. Emergency care is appropriate when services are needed immediately because of an injury or sudden illness, and the time required to reach the PACE organization or one of its contract providers would cause risk of permanent damage to your health. You can get emergency care anywhere in the United States. **If you believe your situation is an emergency, call 911.**

You have the right to participate in treatment decisions.

You have the right to fully participate in all decisions related to your health care. If you cannot fully participate in your treatment decisions or you want to have someone you trust help you, you have the right to choose that person to act on your behalf. Be assured that decisions regarding your care will be made in an ethical manner. Further, you have the right to:
• Have all treatment options explained to you in a culturally competent manner and to make health care decisions, including the right to refuse treatment, and be informed of the consequences of the decisions.

• Receive information on advance directives and have Rocky Mountain PACE help you create an advance directive. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself.

• Participate in making and carrying out your plan of care, which will be designed to promote your functional ability to the highest level and encourage your independence. 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.

You have the right to have your health information kept private and be assured that all information contained in your health record will be held in confidence. Rocky Mountain PACE requires your written consent for the release of information to persons not otherwise authorized under law to receive it. Further, you have the right to:

• Talk with health care providers in private and have your personal health care information kept private as protected under state and federal laws.

• Review and receive copies of your medical records and request amendments to those records.

• You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.
You have the right to file a grievance (complaint).

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

- A full explanation of the grievance and appeals process.
- To be encouraged and assisted to voice complaints to PACE staff and outside representatives of your choice, free of any restraint, interference, coercion, discrimination, or reprisal by the PACE staff.
- To appeal any treatment decisions of the PACE organization, its employees or contractors, through the PACE organization’s appeals process.
- Be encouraged and helped to freely explain your grievances to Rocky Mountain PACE staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened or discriminated against.

You have the right to leave the program.

If for any reason you do not feel that Rocky Mountain PACE is what you want, you have the right to leave the program at any time. If you leave, Rocky Mountain PACE staff will assist you in making the transition back to the Medicare program and/or Medicaid program if you qualify.

Responsibilities of You and Your Caregiver
Rocky Mountain PACE depends on the involvement of you-the participant- and your family. Your Interdisciplinary Team will work closely with you to be sure that your health care needs are met to the greatest degree possible. In order to do that, participants and caregivers have the following responsibilities:
• Be involved with the planning of your care.
• Cooperate with the care plan developed especially for you.
• Use only the services authorized by Rocky Mountain PACE unless emergent.
  • Discuss any concerns you have about your medications with your providers or the Interdisciplinary Team.
• Use the hospitals chosen by Rocky Mountain PACE for all hospital care.
• If you are away from home and an emergency arises, notify Rocky Mountain PACE within 24 hours or as soon as you possibly can.
• If you wish to disenroll from Rocky Mountain PACE, provide a written or verbal notice of your wish to leave the program.
• Pay any monthly fees on time.
• Notify Rocky Mountain PACE if you are injured by someone else’s actions, such as being involved in an automobile accident.
• Let Rocky Mountain PACE know as soon as possible when you are not satisfied with care or services.
• To notify Rocky Mountain PACE of any prescription drug coverage that you have or may get in the future.

**Participant Grievances and Appeals**

All of us at Rocky Mountain PACE share responsibility for assuring that you are satisfied with the care you receive. We encourage you to express any grievances at the time and place that any dissatisfaction occurs. If you do not speak English, an interpreter will be found to facilitate the grievance process. During your annual re-assessment, we will also review the Grievances and Appeals process and notify you of any changes that may have occurred.

A grievance is a complaint, either written or oral, expressing your dissatisfaction with service delivery or the quality of care furnished. The process to resolve a grievance is as follows:
Grievance Process
Either write or discuss your grievance with any staff member at Rocky Mountain PACE or the Quality Assurance Department. Give complete information so that we can help resolve your concern in a timely manner.

The grievance will be given to the Quality Assurance Department at Rocky Mountain Health Care Services.

The Quality Assurance Department staff will determine who needs to be involved to resolve the grievance. If necessary, a meeting between the department manager or another appropriate supervisor and you, your designated family member, or an authorized representative will be scheduled to discuss the grievance and your suggestions or ideas toward resolving the problem or issue will be considered. The intent of the meeting is to work to find a solution that is satisfactory to you.

Solutions to a grievance will be based on what is in your best interest within agency policy and procedures. If a solution is found by the staff and agreed to by you and/or your family/caregiver within fifteen working days of submitting the grievance, the grievance is resolved.
If you are unhappy with the resolution, you may contact any of the following:
- The Quality Assurance Department of Rocky Mountain Health Care Services at 719.314.2327/TTY 800.659.2656 Ext. 626
- The Colorado Dept. of Health Care Policy and Financing in writing or by phone.
  The number is: 303.866.2993
  TTY 1.855.225.1731 AT&T Relay Services #711
  The address is 1570 Grant Street Denver, CO 80203-1818.
  The decision offered by the State will be the final decision.
Please be assured that confidentiality of all information related to your grievance will be maintained by Rocky Mountain PACE throughout the entire process.

During the grievance process, staff persons will continue to furnish you with all required services as included in your Plan of Care.

**Standard Appeals Process:**

All of the staff at Rocky Mountain PACE share responsibility with you, your family or caregiver in providing you the comprehensive health care services identified in your Plan of Care as authorized by the Interdisciplinary Team. You, your family or caregiver are encouraged to contact a member of the Interdisciplinary Team when you have a disagreement with Rocky Mountain PACE’s non-coverage, reduction in services, or of nonpayment for a service.

If we deny your request for a service or for payment of a claim, we will give you a written copy of this information on the appeals process, including a form that you may use to request your appeal. You may also make your appeal known verbally, and PACE staff will document and submit your request for an appeal. The Rocky Mountain PACE Quality Assurance Manager or designee will respond to you in writing within two working days, stating that your appeal has been received.

A person not involved in our initial decision to deny your request for a service or to pay a claim will reevaluate your appeal. The reviewer will be an appropriately credentialed and impartial individual who was not involved in the original action and does not have a stake in the outcome of the appeal.
You or your authorized representative may present or submit to us relevant facts and/or evidence for review, either in person or in writing for consideration during the appeal process.

Within thirty (30) calendar days of receiving the appeal, Rocky Mountain PACE will notify you by certified mail of the appeals decision. A copy of the notification will be kept in your file.

Rocky Mountain PACE may not stop or reduce services while your appeal is pending. If the appeal is not resolved in your favor, you may be charged for the cost of the services.

**How to request an expedited appeal:**

Rocky Mountain PACE has an expedited appeal process for situations in which you, or your family or caregiver believe your life, health, or ability to regain maximum function would be seriously jeopardized, absent provision of the service in dispute:

- You or your authorized representative may present or submit relevant facts and/or evidence for review, to support your request for an expedited appeal.
- The Quality Assurance Department will respond to your request for an expedited appeal within 24 hours and notify you if your appeal has been found to meet the criteria for expediting an appeal.
- For expedited appeals you will be notified in writing, in the same manner as described in the standard appeal process, as expeditiously as the participant’s health condition requires, but no later than 72 hours after the expedited appeal has been requested. We may extend this time frame up
to 14 days if you request the extension or if we justify the need for additional information and how the extension benefits you.

• If your request does not meet criteria for an expedited process, the standard process will be followed.

If we decide fully in your favor on either a standard or expedited appeal for a request for service, we must either give you the service or arrange for you to get the service as quickly as your health condition requires. If we decide fully in your favor on a request for payment, we must make the requested payment.

If we do not decide in your favor on a standard or expedited appeal, either in whole or in part, or on a request for payment and you are eligible for Medicare and/or Medicaid, you have the right to have an additional appeal. If you are enrolled in both Medicare and Medicaid, you may choose which process you wish to follow:

You may contact Medicare directly by calling:
1.800.MEDICARE (1.800.633.4227) 24 hours per day
TTY 1.800.633.4227

You may contact Medicaid directly by calling:
1.303.866.2993
TTY 1.855.225.1731 AT&T Relay Services #711

The Quality Assurance Specialist or designee will forward the appropriate appeal to the external entity, if you request him/her to do so. The appeal is forwarded to Medicare or Medicaid.
Appendix A: Definitions and Explanations

Benefits Coverage: The health and health related services we give to you after you sign the Enrollment Agreement.

Center: The ‘center’ is the Rocky Mountain PACE adult day health center where you will receive most of your services.

C.M.S.: Centers for Medicare and Medicaid Services.

Contract: Rocky Mountain PACE has signed agreements, called contracts, with medical specialty providers to meet specific health treatment needs that are prior authorized by the PACE Interdisciplinary Team.

Enrollment Agreement: This booklet that tells you about Rocky Mountain PACE, who is eligible to be a participant, how to enroll and how to cancel enrollment, what kind of care you will get, what your rights are, and all other rules and requirements of Rocky Mountain PACE.

Enrollment Agreement Form: The form you must sign before you can be a Rocky Mountain PACE participant. After you sign this agreement, you will receive Rocky Mountain PACE services approved by the Interdisciplinary Team until you voluntarily or involuntarily end your enrollment in the Rocky Mountain PACE program.

Emergency Services: Services that are needed immediately because of an injury or sudden illness, and the time required to reach the PACE organization or one of its contract providers would cause risk of permanent damage to your health.

HCPF: Colorado Department of Health Care Policy and Financing.
Health services: Services such as medical care, diagnostic tests, medical equipment, medication, prosthetic and orthotic devices, nutritional counseling, nursing, case management and social services, behavioral health counseling, rehabilitation therapies, dentistry, optometry, and audiology. Health services may be given in the Rocky Mountain PACE center or where you reside. You may also be given these services in the offices of medical specialists or in hospitals or nursing homes that have contracts with Rocky Mountain PACE.

Health related services: The services that Rocky Mountain PACE provides to you to help you keep your independence, in addition to the other health services already being provided. These services include home care to assist you with personal care and homemaking, transportation to and from the PACE center and to your medical appointments, money management, assistance with financial eligibility paperwork, and other ancillary services as needed.

Hospital services: Those services which are usually given in medical or psychiatric hospitals.

Interdisciplinary Team (IDT): Rocky Mountain PACE’s professional care team is composed of physicians and nurse practitioners, registered nurses, case managers/ social workers, physical and occupational therapists, recreation therapist and aides, dietician, home care coordinators, personal care workers/home health aides, transportation representatives and PACE Center managers. The Interdisciplinary Team will look at your medical, functional and psychosocial conditions, and work with you to develop a plan of care to meet your needs. Many of these services are provided by members of this Interdisciplinary Team and all services you receive from Rocky Mountain PACE must be approved by the team.
**Medical emergency**: Medical emergencies are situations where you require medical services immediately because of an injury or sudden illness, and the time required to reach the PACE organization or one of its contract providers would cause risk of permanent damage to your health.

**Monthly charge**: The amount you must pay, if you are required to make a payment, on the first day of every month to Rocky Mountain PACE so you can get benefits as an enrolled participant.

**Nursing Home**: A health facility licensed as a nursing home by the Colorado Department of Public Health and Environment.

**Nursing Home Eligibility**: This means that your functional limitations are such that you meet the Uniform Long Term Care functional eligibility tool threshold for nursing home level of care.

**PACE**: Program of All Inclusive Care for the Elderly.

**Participant**: Anyone who has signed the Enrollment Agreement to receive health care services from Rocky Mountain PACE. The words ‘you’, ‘your’, or ‘yours’ also mean participant.

**PETI**: Post Eligibility Treatment of Income.

**SEP**: Single Entry Point Case Management agency.

**Service area**: Rocky Mountain PACE serves specific zip codes in El Paso County.
The service area includes 80817, 80829, 80903, 80904, 80905, 80906, 80907, 80909, 80910, 80911, 80914, 80915, 80916, 80917, 80918, 80919, 80920, 80922, and 80923.

**Urgent care services:** Services that are necessary and immediately required as a result of symptoms from an unforeseen illness, injury or condition that the average layperson would reasonably believe requires immediate attention.

**V.A.:** Veteran Administration.
Appendix B: Advance Directives

It is important to Rocky Mountain PACE that your Interdisciplinary Team understand your wishes should a time come when you are too sick to talk us, your caregiver and/or your family. It is our policy to discuss this topic with you before you get too sick. We want to know what kinds of care you want provided. There are several ways for Rocky Mountain PACE to do this.

- You may leave written instructions. This is called an ‘advance health care directive.’ Rocky Mountain PACE will keep a written and signed copy of what care you want. No matter what you decide, we must give you the care you want.
- You may ask someone else to make decisions about your care on your behalf. This request must be in writing. This is called ‘medical power of attorney’.
- If you do not want to provide either an advance health care directive or a medical power of attorney, all you have to do is talk to your Rocky Mountain PACE medical provider. He/she will write down what you want as part of your medical record. This information will be used to honor your wishes if you no longer are able to express those wishes.
Appendix C: Notice of Privacy Practices
This notice describes how medical/health information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

We are required by law to maintain the privacy of your health information; to provide you this detailed notice of our legal duties and privacy practices relating to your health information; and to abide by the terms of the notice that are currently in effect.

Use and disclosures for treatment, payment and health care operations:

The following lists various ways in which we may use or disclose your health information for purposes of treatment, payment, and health care operations.

For Treatment- We will use and disclose your health information in providing you with treatment and services and coordinating your care, and may disclose information to other providers involved in your care. Your health information may be used by physicians involved in your care and by nurses and home health staff as well as by physical therapists, social workers and case managers, or other persons involved in your care. For example, members of the Interdisciplinary Team will discuss your plan of care and contact any specialists regarding care provided to you.

For Payment- We may use and disclose your health information for billing and payment purposes. We may disclose your health information to your personal representative, or to an insurance or managed care company, Medicare or Medicaid (Colorado Department of Health Care Policy and Financing). We will also require you to sign a release permitting the disclosure of personal information to
Medicare and Medicaid for these purposes as a condition of your enrollment agreement.

**For Health Care Operations**- We may use and disclose your health information as necessary for health care operations, such as management, personnel evaluation, education and training, and to monitor quality of care. For example, we will use data about your treatment in order to conduct quality assessment activities.

**Specific uses and disclosures of your health information.**
The following lists various ways in which we may use or disclose your health information.

**Individuals Involved in Your Care or Payment for Your Care.** With your permission, we may disclose health information about you to a family member, close personal friend or other person you identify, including clergy, who is involved in your care.

**Emergencies.** We may use or disclose your health information as necessary in emergency treatment situations.

**As Required by Law.** We may use or disclose your health information when required by law to do so.

**Business Associates.** Our business associates are individuals and organizations that carry out functions or activities on our behalf that involve protected health information. We may disclose your protected health information to a contractor or business associate who needs the information to perform services for Rocky Mountain PACE. Our business associates are committed to preserving the confidentiality of this information.
Public Health Activities. We may disclose your health information for public health activities. These activities may include, for example, reporting to a public health authority for preventing or controlling disease, injury or disability; reporting elder abuse or neglect, or reporting deaths.

Reporting Victims of Abuse, Neglect or Domestic Violence. If we believe that you have been a victim of abuse, neglect or domestic violence, we may use and disclose your health information to notify a government authority, if authorized or required by law or if you agree to report.

Health Oversight Activities. We may disclose your health information to a health oversight agency for activities authorized by law, such as audits, investigations, inspections and licensure actions or for activities involving government oversight of the health care system. As a condition of enrollment, we will require you to sign a release permitting the disclosure of personal information to Medicare and Medicaid.

To Avert a Serious Threat to Health or Safety. When necessary to prevent a serious threat to your health or safety or the health or safety of the public or another person, we may use or disclose health information, limiting disclosures to someone able to help lessen or prevent the threatened harm.

Judicial and Administrative Proceedings. We may disclose your health information in response to a court or administrative order. We also may disclose information in response to a subpoena, discovery request, or other lawful process; efforts must be made to contact you about the request or to obtain an order or agreement protecting the information.
**Law Enforcement.** We may disclose your health information for certain law enforcement purposes, including, for example, to comply with reporting requirements; to comply with a court order, warrant, or similar legal process; or to answer certain requests for information concerning crimes.

**Research.** We may use or disclose your health information for research purposes if the privacy aspects of the research have been reviewed and approved, if the researcher is collecting information in preparing a research proposal, if the research occurs after your death, or if you authorize the use or disclosure.

**Coroners, Medical Examiners, Funeral Directors, Organ Procurement Organizations.** We may release your health information to a coroner, medical examiner, funeral director or, if you are an organ donor, to an organization involved in the donation of organs and tissue.

**Disaster Relief.** We may disclose health information about you to a disaster relief organization.

**Military, Veterans and other Specific Government Functions.** If you are a member of the armed forces, we may use and disclose your health information as required by military command authorities. We may disclose health information for national security purposes or as needed to protect the President of the United States or certain other officials or to conduct certain special investigations.

**Appointment Reminders.** We may use or disclose health information if we leave a message to remind you about appointments.
Treatment Alternatives and Health-Related Benefits and Services. We may use or disclose your health information to inform you about treatment alternatives and health-related benefits and services that may be of interest to you.

Uses and disclosures with your authorization. Except as described in this notice, we will use and disclose your health information only with your written authorization. You may revoke an authorization in writing at any time. If you revoke an authorization, we will no longer use or disclose your health information for the purposes covered by that authorization, except where we have already relied on the authorization.

Your rights regarding your health information.
Listed below are your rights regarding your health information. Each of these rights is subject to certain requirements, limitations and exceptions. Exercise of these rights may require submitting a written request to Rocky Mountain PACE. At your request, Rocky Mountain PACE will supply you with the appropriate form to complete.

You have the right to:

Request Restrictions. You have the right to request restrictions on our use of or disclosure of your health information for treatment, payment, or health care operations. This includes the right to submit a written consent limiting the degree of information disclosed and the persons to whom information is disclosed. You also have the right to request restrictions on the health information we disclose about you to a family member, friend, or other person who is involved in your care or the payment for your care. We are not required to agree to your requested restrictions on how we use your health information within Rocky Mountain PACE. We will limit disclosures outside Rocky Mountain PACE (except
for disclosures to The Centers for Medicare and Medicaid and the State Administering Agency) in accordance with your written consent. We will grant requests to restrict use of protected health information within Rocky Mountain PACE if they are reasonable and can be accommodated. If we do agree to accept your requested restriction, we will comply with your request except as needed to provide you emergency treatment.

**Access to Personal Health Information.** You have the right to inspect and obtain a copy of your clinical or billing records or other written information that may be used to make decisions about your care, subject to some exceptions. Your request must be made in writing. In most cases we may charge a reasonable fee for our costs in copying and mailing your requested information.

**Request Amendment.** You have the right to request amendment of your health information maintained by Rocky Mountain PACE for as long as the information is kept by or for Rocky Mountain PACE. Your request must be made in writing and must state the reason for the requested amendment.

We may deny your request for amendment if the information (a) was not created by Rocky Mountain PACE, unless the originator of the information is no longer available to act on your request; (b) is not part of the health information maintained by or for Rocky Mountain PACE; (c) is not part of the information to which you have a right of access; or (d) is already accurate and complete, as determined by Rocky Mountain PACE. If we deny your request for amendment, we will give you a written denial including the reasons for the denial and the right to submit a written statement disagreeing with the denial. We will attach your request to your medical record.
Request an Accounting of Disclosures. You have the right to request an ‘accounting’ of certain disclosures of your health information. This is a listing of disclosures made by Rocky Mountain PACE or by others on our behalf, but does not include disclosures for treatment, payment and health care operations, disclosures made pursuant to your Authorization, and certain other exceptions. To request an accounting of disclosures, you must submit a request in writing, stating a time period that is within six years from the date of your request. The first accounting provided within a 12-month period will be free; for further requests, we may charge you our costs.

Request Confidential Communications. You have the right to request that we communicate with you concerning your health matters in a certain manner. We will accommodate your reasonable requests. Special rules apply regarding disclosure of psychiatric, substance abuse and HIV-related information. Disclosure of this information will be in compliance with state laws, as noted on the Release of Information form that you signed.

For further information or to file a complaint.
If you have any questions about this Enrollment Agreement or would like further information concerning your privacy rights, please contact the Vice President of Rocky Mountain PACE. If you believe that your privacy rights have been violated, you may file a complaint in writing with Rocky Mountain PACE or with the Office of Civil Rights in the U.S. Department of Health and Human Services at 1.866.627.7748/TTY 303.894.7832. We will not retaliate against you if you file a complaint.
To file a complaint with Rocky Mountain PACE, please contact the Vice President of Rocky Mountain PACE at:

719.314.2327 Regular Business Hours and After Business Hours TTY
800.659.2656

Changes to the Enrollment Agreement. We reserve the right to change this Enrollment Agreement and to make the revised or new Enrollment Agreement provisions effective for all health information already received and maintained by Rocky Mountain PACE as well as for all health information we receive in the future. We will provide a copy of the revised Enrollment Agreement and a summary of the changes. You may request a meeting with your case manager to discuss the changes.
ENROLLMENT AGREEMENT FORM

Participant Name (First, Middle initial, Last,): name

Mr. □ Mrs. □ Ms. □ Language Preference: English □ Other □

Date of Birth: date □ Male □ Female

Home Phone Number: Click here to enter text.

Alternate Phone Number: Click here to enter text.

Participant Street Address (Permanent): address

City: Click here to enter text.

County: Click here to enter text. State: Click here to enter text. Zip Code:

Mailing Address (only if different from your permanent Address):

Street Address: Click here to enter text. City: Click here to enter text.

State: Click here to enter text. Zip Code: Click here to enter text.

Medicare #: Click here to enter text. Eff date: Click here to enter text.

Part A □ Part B □

Name (as it appears on your Medicare card): Click here to enter text.

Medicaid #: Click here to enter text. Eff date: Click here to enter text.

Other payment sources used? If so explain: Click here to enter text.

Effective Date of Enrollment:
Please Read This Important Information

If you currently have health coverage from an employer or union, joining Rocky Mountain PACE could affect my employer or union health benefits. My employer or union health coverage could be lost once enrolling with Rocky Mountain PACE. Read the communication your employer or union send you. If you have questions, visit their website or contact the office listed in their communications.

Please Read and Sign Below

Medicare Beneficiaries Only: Rocky Mountain PACE is a Medicare Health Plan and Medicare Prescription Drug Plan and has a contract with the Federal Government. I agree to keep my Medicare Part A, B and D coverage. I understand that I can only be on one Medicare Health Plan or Prescription Drug Plan at a time, and I understand that my enrollment in this plan will automatically end my enrollment in another Medicare Health Plan or Prescription Drug Plan.

I understand that if I leave this plan and don’t have or get other Medicare prescription drug coverage or creditable prescription drug coverage (as good as Medicare’s), I may have to pay a late enrollment penalty in addition to my premium for Medicare prescription drug coverage in the future.

Counseling services may be available in my state to provide advice concerning Medicare supplement insurance or other Medicare Health Plans or Prescription Drug Plan options, medical assistance through the state Medicaid program and the Medicare Savings program.

In witness whereof, I , agree to Enroll in the Rocky Mountain PACE program. I have received, read and understand the Rocky Mountain PACE Enrollment Agreement. I have spoken with a staff member about the terms and conditions in the Enrollment Agreement. I have been given an opportunity to ask
questions and all of my questions have been answered satisfactorily. I understand that once I enroll in Rocky Mountain PACE, I am to receive all of my health care benefits from Rocky Mountain PACE. A Rocky Mountain PACE staff member has reviewed the following information with me and/or my representative:

- Rocky Mountain PACE program description
- Eligibility requirements for participation in Rocky Mountain PACE
- Disenrollment from other Medicare or Medicaid plans or options
- The process of enrolling in Rocky Mountain PACE
- Information about stopping my Rocky Mountain PACE benefits
- Emergency and urgent care coverage
- Participant Rights
- Description of Benefits and Coverage
- Authorization to disclose personal information necessary for providing care
- The role of Rocky Mountain PACE as my sole medical provider
- Rocky Mountain PACE staff will be providing care and a list of contract providers
- Monthly premiums, if applicable
- Medicaid spend-down obligations, if applicable

I understand the Rocky Mountain PACE program and wish to become a participant. I understand that by signing this Enrollment Agreement form, I agree to accept my health services beginning on the date coverage begins, exclusively from Rocky Mountain PACE instead of other programs sponsored by Medicare and/or Medicaid.

I understand that my signature (or the signature of the person authorized to act on my behalf under the laws of the State where I live) on this enrollment
agreement means that I have read and understand the contents of this enrollment agreement. If signed by an authorized individual (as described above), this signature certifies that 1) this person is authorized under State law to complete this enrollment and 2) documentation of this authority is available upon request from Medicare or Medicaid.

Name of Participant (print: first, middle initial, last):

Signature: ______________________________________

_________________________ Today’s Date:

If you are the authorized representative, you must sign above and provide the following information:
Name:
Address
Phone Number (     )
Relationship to enrollee