Elder Service Plan of Cambridge Health Alliance

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

Mailing Address: Elder Service Plan of Cambridge Health Alliance
163 Gore Street, Cambridge, MA 02141
Telephone: (617) 575-5850
TTY: (800) 439-2370
Website: www.challiance.org/esp

H2221_2017M5 Approved
Introduction

We are pleased to introduce you to our program, the Elder Service Plan of Cambridge Health Alliance or ESP. We welcome you as a potential participant and urge you to review this booklet carefully. Feel free to ask questions about any of the sections. We’ll be happy to answer them for you. If you decide to enroll in ESP, this is your enrollment agreement. If you need another copy, please feel free to request another copy from the ESP receptionist or find one at our website.

To enroll in ESP you must be:

- At least 55 years old
- Live in the ESP service area
- Be determined by the agent for the Massachusetts MassHealth to need the level of care required for coverage of nursing facility services
- Be able to live in a community setting without jeopardizing your health and safety

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

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

Some of the terms used in this document may not be familiar to you. Please refer to Definitions at the end of the document for explanations of terms used.
Special Features of ESP

Interdisciplinary team
Your care is planned and provided by a team of specialists. The team includes a physician, nurse practitioner, registered nurse, social worker, rehabilitation and recreation therapists, personal care assistants and others. Each team member’s special expertise is employed to assess your healthcare needs and to call upon additional specialists, if necessary. Together, with you and your care network/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 (except emergency and urgent care services) and any changes in your care plan, whether adding, changing or discontinuing a service. They will ensure that you are receiving the most appropriate care. 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.

The ESP Center
You will receive the majority of your health care services at our ESP Center, which is located at:

Location: 163 Gore Street
Cambridge, MA 02141

Telephone: (617) 575-5850
TTY: (800) 439-2370

Mailing Address: Elder Service Plan
163 Gore Street
Cambridge, MA 02141

Some services may be received at our alternative care site, which is located at:

Location: 195 Canal Street
Malden, MA 02148

We will work with you and your care network/family to determine your schedule of attendance at the ESP center. If you need transportation to and from the center, we can provide it.

The interdisciplinary team may authorize services to be provided in your home, in a hospital or a nursing facility. We have contracts, etc. with physician specialists, (such as cardiologists, urologists, and orthopedists), with a pharmacy, laboratory, and X-ray services, and with hospitals and nursing facilities.
Physicians and Providers
Your physician and the other providers at ESP responsible for your care will be the interdisciplinary team members at the ESP Center.

Coordinated, Comprehensive Care
We have flexibility in providing care according to your needs. The interdisciplinary team can 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 ESP
The services offered by ESP are available to you because of a special agreement between ESP, the Commonwealth of Massachusetts, MassHealth and the US Department of Health & Human Services, Centers for Medicare & Medicaid Services(CMS). Once you have enrolled in ESP, you agree to receive services exclusively from ESP providers and ESP contracted providers. You will be fully and personally liable for the costs of unauthorized and/or out of network services. You will no longer be able to obtain services from other doctors or medical providers under your previous coverage (i.e. original Medicare and MassHealth providers).
Advantages of Enrolling in ESP

ESP was designed and developed specifically to maintain independence for nursing home eligible, 55+ adults 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 include:
- Cambridge Health Alliance’s history of serving the community and the elderly since 1918.
- Dedicated, qualified health care professionals
- Long-term care coverage
- Coordinated care, 24 hours a day, 365 days a year
- Support for care network/family caregivers
- Individualized care

Benefits and Coverage

All benefits are provided in accordance with CMS/PACE guidelines including the requirement that such services are approved by the Interdisciplinary Team and provided by ESP or its contracted service providers, unless otherwise indicated.

Health Services
- Adult day healthcare
- Primary care, including consultation, routine care, preventive health care and physical examinations
- Medical specialty services including, but not limited to, services such as gastroenterology, oncology, urology, rheumatology and dermatology (specialty services not available at Cambridge Health Alliance (CHA) will be provided by CHA’s clinical affiliate, Beth Israel Deaconess Medical Center)
- Nursing care
- Social services
- Physical, occupational and speech therapies
- Recreational therapy
- Nutrition counseling and education
- Laboratory tests, X-rays and other diagnostic procedures
- Prescription drugs (only if obtained from a pharmacy designated by ESP)
- Prostheses and durable medical equipment when determined medically necessary by the Interdisciplinary Team
- Podiatry
- Vision care, including examinations, treatment and corrective devices such as eyeglasses
- Psychiatry, including evaluation, consultation, diagnostic and treatment service
- Audiology evaluation, hearing aids, repairs and maintenance
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 unit, as necessary
- Laboratory tests, x-rays and other diagnostic procedures
- Prescription drugs
- Blood and blood derivatives
- Surgical care, including anesthesia
- Use of oxygen
- Physical, speech, occupational, respiratory therapies
- Social services

Hospital inpatient care does not include a private room, private duty nursing, and non-medical services such as telephone charges. Tertiary hospital care is not available at CHA but can be provided by CHA’s clinical affiliate, Beth Israel Deaconess Medical Center.

Nursing Facility Care

- Semi-private room and board, when available
- Physician and nursing services
- Custodial care
- Personal care and assistance
- Prescription drugs
- Physical, speech and occupational therapies as authorized by the Interdisciplinary team
- Social services
- Medical supplies and appliances

Home Health Care and Transportation

- Skilled nursing services
- Physical, speech and occupational therapies
- Social services
- Home health aide services
- Homemaking services
- Home-delivered meals
- Emergency alert system
- Medical supplies
- Transportation to ESP authorized medical appointments
End of Life Services

- Skilled nursing services
- Social services
- Home health aide services
- Medical supplies
- Prescription drugs
- Chaplin services

Dental Care

- Oral exams, cleanings, fillings
- X-rays
- Some oral surgery (such as removal of impacted teeth, biopsies, soft tissue surgery, and extractions)
- Anesthesia
- Dentures

Interdisciplinary Assessment and Care Plan

All participants receive an initial comprehensive assessment and care plan at the time of enrollment and are reassessed on a semi-annual basis or more often if a participant’s condition requires it. The care plan is revised and updated at the time of the reassessment.

ESP provides primary care services at the ESP Center unless in-home primary care is approved. ESP has a number of specialists and health care facilities for specialty care. A list of contracted service providers is available upon request.

Access to After Hours Care, Emergency and Urgent Care

Non-Emergency Care Weekdays 4:30 PM to 8:00 AM, 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 ESP center hours. When you need non-emergency care after hours, there will always be a doctor and/or nurse available 24 hours a day, 365 days a year. The doctor answering your call may not be your ESP physician, but he/she is well qualified to give you the care you need.

For after-hours non-emergency care: Call (617) 575-5850. The answering service will contact a nurse or physician for you.
Emergency Care

ESP covers emergency care for an emergency medical condition. In an emergency, please call 911. An emergency medical condition is one that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- placing the health of the individual in serious jeopardy
- serious impairment to bodily function
- serious dysfunction of any bodily organ or part

If you call 911, it is important that you have someone notify ESP as soon as possible. A physician will be called immediately to coordinate your care. If you are hospitalized or receiving care in a different location than Cambridge or Everett Hospitals, we may arrange a transfer after you are stabilized to one of these hospitals.

Urgent Care

ESP covers urgent care for an urgent medical condition. Urgent Care includes medical services required to prevent impairment of health due to symptoms for which a prudent person would seek immediate attention, but that are not life-threatening and do not pose a high risk of permanent damage to an individual’s health. Urgent care may be pre-approved or it is deemed approved if ESP does not respond to a request for approval within one hour after being contacted.

Urgent care is appropriately provided in a clinic, physician’s office or in a hospital emergency department if an ESP clinic is not accessible. 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

ESP covers emergency or urgent care within the United States (only) when you are temporarily out of the service area for a period up to 30 days. If you are out of ESP service area for more than 30 consecutive days, you will be automatically disenrolled, pending MassHealth review and final determination, unless prior arrangements have been approved. Out of area 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 for emergency care. However, out of area urgently needed services do require that ESP provide authorization. If ESP does not respond to a request for approval of urgent care within one hour after being contacted, it is deemed authorized.
If you are hospitalized when you are out of the service area, you should notify ESP as soon as possible. If you have paid for the emergency or urgent medical services you received out of the ESP area, you should request a receipt from the facility or physician involved. This receipt must show the physician's name, date of treatment and release, and charges. Please send a copy of the receipt to ESP at 163 Gore Street, Cambridge, MA 02141 for reimbursement.

ESP will not bill CMS or MassHealth for any costs associated with emergency care. ESP does not cover medical care provided outside the United States. Please call ESP, (617) 575-5850, with questions and for exceptions.

Service Exclusions and Limitations

Services that are not covered by ESP include:

• Any service which has not been authorized by the Interdisciplinary team, even if it is listed as a covered benefit, unless for emergency care.
• Services rendered in a non-emergency setting or for a non-emergency reason without ESP authorization, unless urgent care was preapproved or urgent care was deemed approved because ESP failed to respond to a request for approval within one hour after being contacted.
• Prescription drugs not prescribed by an ESP physician or other contracted provider and/or not supplied by ESP contracted pharmacies.
• Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
• Experimental, medical, surgical or other health treatments or procedures not generally accepted medical practice in the geographic area, as determined by ESP Medical Director.
• Care in any hospital other than ESP’s contracted hospitals, unless authorized, or for emergency care.
• Any services rendered outside the United States, with exceptions. Please contact ESP at (617) 575-5850.
• Services received outside ESP service area, (except for emergency or urgently needed care).
• Personal comfort items such as: private room, private nurse, (unless medically necessary) and any non-medical items for your use such as telephone charges or TV rental.

Before you leave the ESP service area, you should notify ESP. ESP will explain what to do if you become ill or injured while away from ESP’s service area. If you are hospitalized when you are out of ESP’s service area, you should notify ESP within 48 hours or as soon as it is reasonably possible to do so.
Eligibility
You are eligible to enroll in the ESP if you are:

• At least 55 years of age.
• Capable of safely residing in the community setting without jeopardizing your health and safety.
• Certified by the screening agent of the Mass Health program that you have met the level of care required for coverage of nursing facility services.
• Living in ESP’s service areas of Allston, Arlington, Belmont, Brighton, Cambridge, Charlestown, Chelsea, Everett, Malden, Medford, Revere, Somerville and Watertown.

In addition to meeting these criteria, you must agree and accept the provisions of this agreement in writing by signing the agreement.

Enrollment and Effective Dates of Coverage
Enrolling in ESP is a five-step process:

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

Your benefits coverage begins on the first day of the month of enrollment.

Intake
The intake process begins when you or someone on your behalf contacts ESP. A representative will explain our program and obtain further information about you.

You will learn:

• How ESP works
• The kinds of services ESP offers
• The answers to any questions you may have about ESP
• That when you enroll, you must agree to receive all your medical and health care exclusively from ESP or its contracted service providers, with the exception of emergency services
• Your monthly payment, if any

If you are interested in joining ESP, ESP’s enrollment staff will discuss your health and safety status with other members of the enrollment team. ESP will ask that you sign a release allowing us to obtain your past medical records so our team has complete information about your health conditions.
**Intake Assessment**

Within three weeks, we will have evaluated your health and safety status. We will meet to share our findings and ideas for your care. At this meeting, we will decide whether you meet the criteria for admission into the program, that is, whether your health needs appear to meet the MassHealth criteria for nursing facility level-of-care and whether you are living safely in your home or in the community. This includes assessing whether ESP can meet your medical, nursing, psychological and social needs in conjunction with your family or support network, if any, and whether remaining in your home or in the community jeopardizes your health and safety.

You may be denied enrollment if remaining in your home and or the community would jeopardize your health and safety. In such cases, ESP staff will provide written notification explaining the reason for the denial and refer you to appropriate alternative services.

**If you are denied enrollment, you have the right to appeal to:**

- **Mailing Address:** Executive Office of Health & Human Services Board of Hearings
  
  **Location:** 100 Hancock St. Quincy, MA 02171

- **Phone:** (617) 847-1200 Or 1-800-655-0388
- **TTY:** (877) 610-0241
- **Fax:** (617) 847-1204

**Enrollment**

If we assess that you are eligible for ESP, you and your care giver/family will be invited to meet with our staff. At that time, we will review and come to an agreement about your participation in ESP before you sign the Enrollment Agreement. **At this meeting you and your care giver/family will have an opportunity to:**

- Discuss the plan of care recommended by enrollment staff and your suggestions and preferences.
- Ask questions about your monthly payment, if any.
- Ask questions about losing Medicare and MassHealth benefits that you may currently have (except for emergency or urgent care), as you will only be eligible for services provided and/or authorized by ESP after enrollment.
- Discuss the partnership between you, and/or your caregiver/family and ESP.
- What to do if you are dissatisfied with the care you receive from ESP (see the Grievances and Appeals section of this agreement).
- If you decide to join ESP, you will be given the opportunity to agree to and accept the conditions of enrollment by signing the Enrollment Agreement.
Final Approval

ESP is authorized to serve only those eligible for a nursing facility level of care. Accordingly, an outside screening must confirm that your health situation in fact qualifies you for this care. At the time of enrollment, MassHealth, through its screening agent, authorizes your eligibility for ESP. If the screening agent finds that you are not qualified for a nursing facility level of care, you will not be eligible to enroll, though you would have the right to appeal this finding.

Continuation of Enrollment

On an annual basis, the screening agent of the MassHealth program will determine whether you continue to be eligible for a nursing facility level of care. If, in the opinion of the screening agent, you do not meet the criteria for long term care, you will be deemed ineligible for ESP, and you must disenroll. ESP’s staff will work with you to reinstate you, if you are eligible.

Termination of Benefits

Your benefits under ESP can be stopped if you choose to disenroll from the program (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). Disenrollment and termination is only effective the first day of the subsequent month. You are required to continue to use ESP’s services and to submit payment, if applicable, until termination of benefits is effective.

Voluntary Disenrollment

You may voluntarily disenroll from ESP without cause, effective on the first of the subsequent month, at any time. You must notify ESP if you wish to disenroll. You will need to sign a disenrollment form indicating that you will no longer be eligible for services through ESP. ESP staff will assist you with enrolling in a new health plan. The effective date of your disenrollment will be the first day of the month following receipt of your request. You cannot disenroll at a Social Security Office.
Involuntary Disenrollment

ESP will make reasonable efforts to avoid involuntary disenrollment. If ESP is no longer able to provide appropriate care, **ESP may terminate your benefits through written notification to you if:**

- You move out of ESP’s service area or are out of the service area for more than 30 consecutive days.
- You engage in disruptive or threatening behavior.
- You knowingly do not comply with your plan of care so that it jeopardizes your health or the safety of others.
- You knowingly do not comply with medical advice and repeatedly fail to keep appointments.
- You knowingly refuse services and/or are unwilling to meet conditions of participation.
- You fail to pay or make satisfactory arrangements to pay any amount you agreed to pay at enrollment due ESP after the 30-day grace period.
- You are no longer determined to meet MassHealth’s nursing facility level of care requirements and are deemed ineligible by its screening agent.
- ESP loses the contracts and/or licenses enabling it to offer healthcare.
- CMS and/or MassHealth do not renew or terminate the program agreement with ESP.

Renewal Provisions

If you choose to leave ESP or disenroll voluntarily, you may reapply for ESP and re-enroll. However, you will then be subject to the eligibility requirements as a new enrollee. If the reason for disenrollment is failure to submit the monthly payment(s) or any amount due to ESP and you pay or make satisfactory arrangements to pay any amount due to ESP within the 30-day grace period, you may re-enroll simply by paying the bill. However, you must make this payment before the end of the last month you are to receive services from ESP. If you pay your bill at this time, your coverage will begin again on the first day of the next month.

Monthly Payments

Your payment each month will depend on your eligibility for Medicare and/or MassHealth.

**Medicare and MassHealth (with no deductible) or MassHealth Only**

If you are eligible for both Medicare and MassHealth with no deductible, or MassHealth only, you will make no monthly premium payment to ESP and you will continue to receive all PACE services, including prescription drugs.

**Medicare and MassHealth with a Deductable (Spend Down)**

If you are eligible for both Medicare and MassHealth, but have a deductible (spend down) obligation, you will make a monthly payment to ESP equal to your deductible (spend down) obligation.
**Medicare Only**
If you have Medicare but are not eligible for MassHealth, then you will pay a monthly premium to ESP. Your monthly premium of $    starts on  . Because this premium does not include the cost of Medicare prescription drug coverage (part D), you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of $   .

**Private Pay (Neither Medicare nor MassHealth)**
If you are not eligible for Medicare or MassHealth, you will pay a monthly premium to ESP in the amount of $    . Because this premium does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage in the amount of $   .

**Prescription Drug Coverage Late Enrollment Penalty**
Please be aware that if you are eligible for Medicare prescription drug coverage (Medicare part D) and are enrolling in ESP after going without Medicare prescription drug coverage, or after having coverage that was equal to or less than Medicare drug coverage, for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact ESP staff for more information about whether this applies to you.

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

**Instructions for Making Payments to ESP**
If you make a monthly payment to ESP, you must pay by the first day of the month after you sign the Enrollment Agreement. The monthly charge then has to be paid on the first day of every subsequent month. Payment can be made by check or money order to:

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<tr>
<th>Mailing Address:</th>
<th>Elder Service Plan of CHA Attn. Accounting</th>
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<td></td>
<td>350 Main St., 5th Floor Malden, MA 02148</td>
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Nursing Facility Care

If at any time the interdisciplinary team decides with you and your care giver/family that you can no longer be cared for safely in your home, you may need to be admitted to a nursing facility. This may be for a short period of time or, if necessary, it may be for long term residency. ESP has contracts with nursing facilities in which ESP participants are admitted for short and long-term care. These contracts are subject to change.

The current contracted nursing facilities of ESP include:

- Cambridge Nursing and Rehab Center, 8 Dana Street, Cambridge, MA 02138
- Chelsea Jewish Nursing Home, 17 Lafayette Ave., Chelsea, MA 02150 Chelsea Nursing & Rehab Center, 932 Broadway, Chelsea, MA 02151
- Courtyard Nursing Care Center, 200 Governor’s Ave, Medford, MA 02155
- Eastpoint Rehabilitation, 255 Central Ave, Chelsea, MA 02150

As a participant in ESP, you agree to receive in-patient short and long-term care services in one of our contracted nursing facilities. There is no guarantee that you will be admitted to your facility of choice. Placement depends on bed availability. If you select a nursing home facility outside of these contracted locations, you may be fully and personally liable for the costs of unauthorized ESP services.

Share of Cost of Nursing Facility Care

If you are a MassHealth member and it is determined by your interdisciplinary team that you require short term nursing facility placement (up to 6 months), and that it is expected you will be able to return to safe, independent living in the community, you may remain at the MassHealth community financial eligibility standard for that length of time, in order to maintain your community residence. If applicable, you will continue to pay the MassHealth community deductible (spend down) amount directly to ESP.

If at any time it is determined that you require a permanent residency in the nursing facility, you will be required to share in the costs of nursing facility care. All monthly resources, including Social Security and pensions, become payable to the nursing facility, less a monthly personal care allowance (determined by the state) which you may retain. If you become a permanent resident in a nursing facility, you are no longer eligible for SSI assistance and those payments will cease. All share of cost payments are due and payable to the nursing facility by the tenth of each month. If you and/or your caregiver/family have questions about these payments and procedures, please ask ESP staff who will fully explain the process for making payments to the nursing facility.

All other ESP Participants

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

- If you are eligible for Medicare Part A only, you will continue to make a monthly payment to ESP equal to Medicare Part B plus the MassHealth capitation amount.
- If you are eligible for Medicare Part B only, you will continue to make a monthly payment to ESP equal to Medicare Part A plus the MassHealth capitation amount.
Participant Grievance and Appeals Process

Grievance Process
All of us at ESP 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, a bilingual staff member or volunteer will be found to facilitate the grievance process.

A grievance is a complaint, either written or oral, expressing your dissatisfaction with service delivery or the quality of care furnished. You have the right to file a grievance about anything that concerns your care. Listed below are some examples of possible grievances:

- Quality of services you receive in your home, at the Center, or during a stay in a hospital, skilled nursing facility or nursing home;
- Mistakes you feel have been made;
- Waiting times on the phone or in the waiting or exam room;
- Behavior of any of your care providers or program staff;
- Adequacy of Center facilities;
- Quality of the food provided;
- Quality of transportation services.

The process to resolve a grievance is as follows:

- Either write or discuss your grievance with any staff person in ESP. Give complete information so appropriate staff can resolve your concern in a timely manner.
- If the staff member who receives your grievance is an interdisciplinary team member, he/she will coordinate the investigation and action. If not, he/she will direct you to a member of the Interdisciplinary team. He/she will discuss the details with you, report the grievance to the interdisciplinary team and provide you with a written “Acknowledge of Grievance” form. If the grievance is of an urgent nature and cannot be resolved quickly by the center director, the ESP Quality Manager or Executive Director may become involved.
- At all times during the grievance process, confidentiality will be provided to you and/or your caregiver/family.
- During the grievance process, ESP will continue to furnish you with all the required services as included in your plan of care.
- Throughout the grievance process, an interdisciplinary team staff person will review the steps of the grievance process with you and/or your care caregiver/family and explain the process and the time frames to resolve the grievance.
- In all cases, the grievance will be resolved within 30 calendar days from the day the staff member receives the grievance and you will receive a “Response to Grievance” letter.
**Appeals Process**

All of the staff at ESP share responsibility with you and your care network/family in providing the comprehensive health care services identified in your Plan of Care as authorized by the interdisciplinary team. An appeal is the action you may take when you disagree with ESP's decision not to cover or not to pay for a service. There are two types of appeals, standard and expedited.

**You and/or your caregiver/family are encouraged to contact a member of the interdisciplinary team when you think ESP has:**

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

**Internal Standard Appeal Process**

- If the team member who receives your appeal is an interdisciplinary team member, he/she will coordinate the investigation and action or refer you to another member of the interdisciplinary team. He/she will discuss the details with you, assist you in the process for filing an appeal and coordinate the next steps to be taken to resolve the appeal and report the appeal to the interdisciplinary team.
- ESP will appoint an appropriately credentialed and impartial third party who was not involved in the original action and who does not have a stake in the outcome to review your appeal.
- All parties involved in the appeal will receive written notification of the appeal and request a response within a reasonable time frame of the parties' interest in presenting evidence related to the dispute, in person, as well as in writing.
- At all times during the appeals process, confidentiality will be provided to you and/or your caregiver/family.
- During the appeals process, ESP will continue to furnish you all the required services identified in your Plan of Care as authorized by the interdisciplinary team.
- For Medicaid participants, ESP will continue to furnish the disputed services until issuance of the final determination if the following conditions are met:
  - ESP is proposing to terminate or reduce services currently being furnished to you.
  - You request continuation of the service with the understanding that you may be liable for the costs of the contested services if the determination is not made in your favor.
- ESP will resolve all standard appeals within 30 days after the date the appeal is received.
**Expedited Appeal Process**

ESP has an expedited appeal process for situations in which you and/or your caregiver/family believe that your life, health or ability to regain maximum function would be seriously jeopardized, absent provision of the service in dispute.

**In the instance of an Expedited Appeal Process:**

- ESP will respond to the appeal 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 it receives the appeal.
- ESP may extend the 72-hour time frame by up to 14 calendar days for either of the following reasons:
  - You request an extension
  - ESP justifies to the MassHealth the need for additional information and how the delay is in your best interest

In the event that the determination is in your favor, ESP will furnish the disputed service(s) as expeditiously as the participant’s health condition requires.

**External Appeal Process**

In the event that your appeal is wholly or partially denied, you will be provided with additional appeal rights. If you choose to undertake this second level of appeal, a member of the interdisciplinary team will assist you in preparing a request for a fair hearing no later than 30 days from the date you received the written denial. ESP will forward the appropriate appeal to the Executive Office of Health and Human Services Board of Hearings, if you request him/her to do so.

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<td>100 Hancock St.</td>
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<td>Quincy, MA02171</td>
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**Phone:** (617) 847-1200 or 1-800-655-0388

**Fax:** (617) 847-1204

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<tr>
<th>Mailing Address: Medicare Managed Care and PACE Reconsideration Suite 702</th>
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<tr>
<td>3750 Monroe Ave</td>
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**Phone:** (585) 348-3300

You can expect to be notified by the Executive Office of Health and Human Service Board of Hearings at least ten days before the fair hearing regarding the date, time, and place of the hearing. You have a right to be assisted at the hearing and if you are not fluent in English, the Board of Hearings will provide an interpreter.
Participan Bill of Rights and Responsibilities

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

Respect and Non-Discrimination

You have a right to:

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

Information

You have a right to:

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

You have a right to:

• Be afforded privacy and confidentiality in all aspects of your care.
• Be assured of confidential treatment of all information contained in your medical record, including any information contained in any automated data bank.
• Be assured that we will obtain your written consent for the release of information to persons not otherwise authorized under law to receive it.
• Provide written consent that limits the degree of information and the persons to whom information may be given.

Withhold any information from the media or the press that identifies you or leads to your identification, including photographs, unless you have given your written consent.

Emergency Care

You have a right to:

• Access emergency health care services when and where the need arises, without prior authorization by ESP’s interdisciplinary team.

Treatment Decisions

You have a right to:

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

You have a right to:

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

Participant and Caregiver Responsibilities

At ESP, we believe that you and your caregiver play crucial roles in the delivery of your care. The interdisciplinary team will work closely with you and your caregiver to ensure that your health care needs are met to the greatest degree possible.

To assure that you remain as healthy and independent as possible, please accept the following responsibilities:

• Cooperate with the interdisciplinary team in implementing your plan of care.
• Accept the consequences of refusing any treatment recommended by the interdisciplinary team.
• Provide the interdisciplinary team with a complete and accurate medical history.
• Use only the services authorized by ESP.
• Use only the hospitals in ESP network.
• Take all prescribed medications as directed or inform the interdisciplinary team when you decide to discontinue taking a prescribed medication and accept the consequences of such refusal.
• Notify ESP within 48 hours or as soon as reasonably possible if you require emergency service out of the service area.
• Pay any required monthly fees on time.
• Notify ESP verbally or in writing if you wish to disenroll and sign the disenrollment form.
• Tell ESP if you are dissatisfied with care or services.
• Treat our staff with respect and consideration.
Notice of Nondiscrimination

The Elder Service Plan of Cambridge Health Alliance complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sexual orientation, gender expression, or sex. The Elder Service Plan of Cambridge Health Alliance does not exclude people or treat them differently because of race, color, national origin, age, disability, sexual orientation, gender expression, or sex.

The Elder Service Plan of Cambridge Health Alliance Provides free aids and services for individuals to communicate effectively with us. Such items and services include:

- Qualified sign language interpreters
- Qualified language interpreters for individuals whose primary language is not English
- Information written in other languages

If you need these services, contact Sue Donnelly, MPT, DPT, CCM, Manager of Quality and Compliance at the Elder Service Plan of Cambridge Health Alliance.

If you believe that The Elder Service Plan of Cambridge Health Alliance has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sexual orientation, gender expression, or sex, you can file a grievance with:

Sue Donnelly, MPT, DPT, CCM
Manager of Quality and Compliance

Mailing Address: Elder Service Plan of Cambridge Health Alliance
163 Gore Street, Cambridge, MA02141

E-mail: sdonnelly@challiance.org
Phone: (617) 575-5850
Fax: (617) 499-8360
TTY: (800) 439-2370

You can file a grievance in person, by mail, fax, or email. If you need help filing a grievance, Sue Donnelly, MPT, DPT, CCM, Manager of Quality and Compliance at the Elder Service Plan of Cambridge Health Alliance is available to help you.
You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

| Mailing Address: | U.S. Department of Health and Human Services  
|                 | 200 Independence Avenue, SW Room 509F, HHH Building  
|                 | Washington, D.C. 20201 |

| Phone: | 1 (800) 368-1019  
|        | (800) 537-7697 (TDD) |

Complaint forms are available at


**Consent for Treatment**

- Some of the people who treat you may be students or doctors in training, however there is always a fully-trained person in charge of your care. You have the right to say no to care by any doctor, nurse or other healthcare giver.

- If it is not an emergency, you can say no to any caregiver and any treatment. But if you are having a medical emergency, staff may have to treat you before you give permission.

- You understand that your provider will submit prescriptions electronically to your pharmacy. Your provider will be able to view prescriptions supplied to you by pharmacies, including medications prescribed by other providers. This process helps prevent mistakes and helps your provider give you the best and safest care possible.

- You understand ESP treats your medical information as confidential as defined in federal and state privacy laws. These laws allow ESP to share your medical information, as necessary, inside AND outside this organization: (1) to treat you, (2) to get paid for your care, (3) to help us improve how we provide healthcare.
Notice of Privacy Practices

Your Information. Your Rights. Our Responsibilities.

This Notice of Privacy Practices describes how medical information about you maybe used and disclosed by Cambridge Health Alliance and its affiliates and how you can get access to this information. Please review it carefully. Cambridge Health Alliance (CHA) includes the Cambridge Hospital, CHA Somerville Hospital and CHA Everett Hospital campuses, CHA’s ambulatory clinics and neighborhood health centers, and other health care services and programs such as the Cambridge Public Health Department. More information about CHA can be found at www.challiance.org. When you get care at Cambridge Health Alliance, your caregivers create a medical record, which can be paper or electronic. The medical record has information about your medical and/or mental health history, tests, your care and your response to the care. It may also contain sensitive information such as treatment for substance abuse or HIV. All providers at CHA have access to your medical record, whether it be paper or electronic. In addition, the following entities participate with Cambridge Health Alliance in what is called an organized health care arrangement to provide health care services to Cambridge Health Alliance patients.

- Independent or private practice physicians and allied healthcare professionals who have been accepted as members of the Cambridge Health Alliance Medical Staff and who work as members of the CHA team in providing your health care and improving our health care operations.
- Physicians and other providers who treated CHA patients at CHA's affiliate, Beth Israel Deaconess Medical Center (BIDMC).
- For our patients who are members of certain health plans (such as Tufts Health Plan and Harvard Pilgrim Health Plan) Cambridge Health Alliance works closely with the Mt. Auburn Cambridge Independent Practitioners Association (MACIPA, see www.macipa.com) and the Beth Israel Deaconess Care Organization (BIDCO, see www.bidpo.org). These organizations work with CHA to improve your care through the following activities: quality improvement, utilization management, contract and financial management and case management.

Who will follow this Notice

- All members of our workforce including doctors, nurses, other health care providers, other employees, staff and volunteers.
- All members of our Medical Staff and other persons who participate in CHA’s organized health care arrangement.
- Patients who get their care both at CHA and BIDMC will have their medical records available to their doctors and other providers through a secure, electronic link. This ability to share medical information will allow treating providers in both institutions to provide excellent care for each patient. In the coming years, patients who get their care both at CHA and other Massachusetts hospitals will be able to have their medical records available to doctors and other providers through a secure, electronic link known as the Massachusetts Health Information Highway.
Your Rights

You have the right to:

• Get a copy of your paper or electronic medical record
• Correct your paper or electronic medical record
• Request confidential communication
• Ask us to limit the information we share
• Get a list of those with whom we’ve shared your information
• Get a copy of this privacy notice
• Choose someone to act for you
• File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

• Tell family and friends about your condition
• Provide disaster relief
• Include you in a hospital directory
• Provide mental healthcare
• Market our services and sell your information
• Raise funds

Our Uses and Disclosures

We may use and share your information as we:

• Treat you
• Run our organization
• Bill for your services
• Improve care for all our patients, for example by teaching
• Help with public health and safety issues
• Do research
• Comply with the law
• Respond to organ and tissue donation requests
• Work with a medical examiner or funeral director
• Address workers’ compensation, law enforcement, and other government requests
• Respond to lawsuits and legal actions
Your Rights
When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record
- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
- Ask us to correct your medical record
  - You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
  - We may say “no” to your request, but we’ll tell you why in writing within 60 days.
- Request confidential communications.
- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share
- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.
- Get a list of those with whom we’ve shared information.
- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice
You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you
- If you have given someone a health care proxy, medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.
File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting our Patient Relations Office at (617) 665-1398.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting: www.hhs.gov/ocr/privacy/hipaa/complaints.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

**In these cases, you have both the right and choice to tell us to:**

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

**In these cases, we never share your information unless you give us written permission:**

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes
- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

**Treat you**

We can use your health information and share it with other professionals who are treating you including with professionals at other places where you are being treated.

**Example:**

- A doctor treating you for an injury asks another doctor about your overall health condition or reviews your electronic medical record to learn about your health history.
- If you have been in the hospital, we may share information with your regular doctor or a facility such as a nursing home to help plan your care after you leave the hospital.
Run our organization
We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example:
- We use health information about you to manage your treatment and services.
- We use health information to train or teach doctors or other healthcare workers and students.
- We use health information to monitor the quality of care and to make improvements where needed.
- We use health information to meet standards set by regulatory agencies, such as The Joint Commission, the Massachusetts Department of Public Health, Medicare or Medicaid.

Bill for your services
We can use and share your health information to bill and get payment from health plans or other entities. Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information?
We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information, see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues
We can share health information about you for certain situations such as:
- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone’s health or safety
- Responding to certain permitted requests from law enforcement, including for example, to identify or locate a missing person, suspect or fugitive.

Do research
We can use or share your information for health research.
Comply with the law
We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests
We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director
We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests
We can use or share health information about you:
• For workers’ compensation claims
• For law enforcement purposes or with a law enforcement official
• With health oversight agencies for activities authorized by law
• For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions
We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities
• We are required by law to maintain the privacy and security of your protected health information.
• We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
• We must follow the duties and privacy practices described in this notice and give you a copy of it.
• We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information, see:
www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

Changes to the Terms of this Notice
We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.
Other Instructions for Notice

• This notice is effective as of September 23, 2013.
• You may contact our Privacy Officer by calling (617) 665-1227 or writing to Privacy Office, Cambridge Health Alliance, 1493 Cambridge Street, Cambridge MA 02139.

To receive a copy of this notice in your language, please ask the front desk at your provider’s office or contact our Privacy Officer as noted above.

Para receber uma cópia deste aviso em seu idioma, por favor, solicite na recepção do escritório do seu provedor ou entre em contato comos o Dire torde Privacidade conforme mencionado acima.

Pou resewwa yon kopi avi sa a nan lang ou, tanpri mande resepsyonis nan klinik founisè w la oswa kontakte Ofisyè Konfidansyalite nou an jan li note anwo a.

Para recibir una copia de este aviso en su idioma, solicítelo en la recepción de su consultorio médico o comuníquese con nuestro Oficial de Privacidad como se indicó anteriormente.

General Provisions

Changes to Agreement: Changes to this agreement may be made if they are approved by both the US Department of Health & Human Services, Centers for Medicare & Medicaid Services and the Commonwealth of Massachusetts, MassHealth. We will give you at least 30-days written notice of any change.

Continuation of Services on Termination

If this agreement terminates for any reason, you will continue to be entitled to coverage under Medicare Parts A and/or B and/or Medicaid. You will receive assistance to be reinstated into the traditional fee-for-service Medicare and, if you are eligible, in Medicaid programs.

Cooperation in Assessments

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

Governing Law

ESP is subject to the requirements of the Commonwealth of Massachusetts, MassHealth and the US Department of Health & Human Services, Centers for Medicare & Medicaid Services. Any provision required to be in this agreement shall bind ESP whether or not set forth herein.

No Assignment

You cannot assign any benefits or payments due under this agreement to any person, corporation or other organization. Any assignment by you will be void. Assignment means the transfer to another person or organization of your right to the services provided under this plan or your right to collect money from us for those services.
Notice
Any notice, which we give you under this agreement, will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of your address. When you have to give us any notice, it should be mailed to ESP of Cambridge Health Alliance, 163 Gore Street, Cambridge, MA 02141.

Notice of Certain Events
We shall give you reasonable notice of any termination of, breach of, or inability to perform a contract by any of our contracted providers or facilities if you may be materially or adversely affected. This includes hospitals, physicians or any other person with whom we have a contract to provide services or benefits. We will arrange for the provision of any interrupted service by another provider.

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

Your Medical Records
It may be necessary for us to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, other practitioners or its contracted providers who treat you. By accepting coverage under this contract, you authorize us to obtain and use such records and information. This may include information and records concerning treatment and care you received before the effective date of this plan by anyone who provided the treatment and/or care. Access to your own medical record is permitted in accordance with Massachusetts General Law c.111, sect. 7OE.

Waiver of Conditions for Care
If you do not meet a certain condition of ESP to receive a particular service, we reserve the right to waive such condition if we, in our judgment, determine that you could medically benefit from receiving that service. However, if we do waive a condition for you in one instance, this does not mean that we are obligated to waive that condition or any other condition for you on any other occasion.

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

Authorization to Take and Use Photographs, Video Tapes and Voice Recordings
As part of the routine administration of this plan, photographs of participants may be taken for purposes of identification.
Definitions

**Benefits and Coverage** are the health and health-related services we provide through this agreement. These services take the place of the benefits you would otherwise receive through Medicare and/or Medicaid. This is made possible through a special arrangement between ESP, the US Department of Health & Human Services, Centers for Medicare & Medicaid Services and the Commonwealth of Massachusetts, MassHealth. This agreement gives you the benefits you would receive under Medicare/Medicaid plus additional benefits. To receive any benefits under this plan, you must meet the conditions described in this agreement.

**Agreement** is the contract between you and ESP that establishes the terms and conditions and describes the benefits available to you. This agreement remains in effect until disenrollment and/or termination take place.

**Eligible for Nursing Facility Care** is when your health status, as evaluated by ESP interdisciplinary team and determined by the MassHealth or its agent, meets the State of Massachusetts’ criteria for nursing facility care. You must be eligible for nursing facility care to be accepted as a participant in ESP. Annually, thereafter you will be evaluated by the MassHealth or its agents to determine if you continue to meet the State of Massachusetts’ criteria for nursing facility care and may remain a participant in ESP. ESP’s goal is to help you remain in the community as long as it is medically and socially feasible, even if you are eligible for nursing facility care.

**Emergency Medical Condition** is a condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of the individual in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.

**ESP** is Elder Service Plan of Cambridge Health Alliance. ESP is a program of the Cambridge Public Health Commission. ESP provides health and health-related care on a prepaid basis to older persons residing in the service area who are eligible for nursing facility care. The words “we”, “our” and “us” also refer to ESP.

**ESP Contracted Provider** is a health facility, health care professional or agency that has contracted with ESP to provide health and health-related services to ESP participants.

**ESP Physician** is a physician who is either employed by ESP or has contracted with ESP.

**Exception** is any service or benefit that is not described as covered in this Agreement or which has not been authorized by ESP.

**Exclusion** is any service or benefit that is not included in this agreement. For example, non-emergency services received without authorization by ESP interdisciplinary team are excluded from coverage. You would have to pay for any such unauthorized services.

**Health Services** are services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry and audiology. Health services may be provided at ESP’s adult day health/primary care center, in your home, in professional offices of specialists or nursing facilities under contract with ESP.
**Health-Related Services** are those services, which support the provision of health services and help you maintain your independence. Such services include personal care, homemaker/chore, attendant, recreational therapy, escort, translation, transportation, home-delivered meals, help in handling your money and paying your bills, and assistance with housing problems.

**Hospital Services** are those services that are generally and customarily provided by acute general hospitals.

**Interdisciplinary Team** is ESP’s professional team consisting of a physician, nurse practitioner, social worker, registered nurse, dietitian, physical, recreational and occupational therapists, health aides and other team members.

**Medicaid Deductible (Spend Down)** is the amount your income exceeds the Medical Assistance standard. This excess amount is considered your monthly liability for any medical expense incurred. MassHealth multiplies the excess by six because your eligibility is based on a six-month period. The amount is called your Medicaid deductible (spend down).

**Nursing Facility** is a health facility licensed by the Massachusetts Department of Public Health.

**Non-Compliance** is repeated noncompliance with medical advice and repeated failure to keep appointments.

**Out-of-Area** is any area beyond ESP’s service area. (See “Service Area” below).

**Participant** is a person who meets ESP’s eligibility criteria and voluntarily enrolls in the program. The words “you”, “your”, or “yours” in this agreement refer to a participant.

**Payment** is the amount you must pay each month in advance to ESP to receive benefits under this contract.

**Service Area** is Belmont, Cambridge, Somerville, Allston, Arlington, Brighton, Charlestown, Chelsea, Everett, Malden, Medford, Revere, and Watertown.

**Service Location** is any location at which a participant obtains any health or health-related service under the terms of this contract.

**Urgent Care** is care in which medical services are required promptly to prevent impairment of health due to symptoms that a prudent person 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.