Serenity Care PACE

Provider Manual

Our Pace Centers

Serenity Care PACE Newton
149 California Street
Newton, MA 02458

Serenity Care PACE Springfield
604 Cottage Street
Springfield, MA 01104

Empowering independence through trusted, comprehensive and compassionate care and services to older adults and senior communities.

Table of Contents

Welcome..... 3

Overview of Serenity Care PACE..... 4

Provision of Contracted Services..... 10

Participant Rights, Grievances and Appeals..... 12

Provider Credentialing..... 13

Serenity Care PACE Participant Bill of Rights..... 23

Serenity Care PACE Grievances..... 27

Serenity Care PACE Appeals..... 32

Waste Fraud and Abuse Policy..... 39

Welcome

Welcome to Serenity Care PACE! As a Contracted Provider of services, you have an important role in the Serenity Care PACE Program. Through efficient and effective use of services that focus on enhancing the ability of the elderly to live safely in their communities, we can achieve our program goal of providing comprehensive health care and supportive services.

The purpose of this Manual is to provide general information about the Serenity Care Program of All-Inclusive Care for the Elderly (PACE). This Manual is designed to provide Contracted Providers and their staff with instruction and reference on policies and procedures that govern the PACE program and to outline the Provider's reporting and compliance responsibilities for the duration of the contract.

This Manual provides an overview of the PACE program and a description of your role and responsibilities as a Serenity Care PACE Contracted Provider. Nothing within this Manual is intended, nor shall it be construed, to create a relationship of employment between you and Serenity Care PACE, or to confer any implied legal right upon you. Should there be any actual or perceived conflict between the provisions of this Manual and those outlined in your Provider Agreement with Serenity Care PACE, the terms of the Provider Agreement will take precedence. Any words or terms that are capitalized and not defined within this manual shall have the meanings ascribed to them in your Provider Agreement and/or 42 CFR Part 460.

Thank you for participating in the Serenity Care PACE Provider network, we look forward to working with you and your staff!

Sincerely,

The Serenity Care Team

Overview of Serenity Care PACE

Program Overview

Serenity Care PACE (Program of All-Inclusive Care for the Elderly) is a healthcare program for individuals aged 55 and older, offering personalized medical and social support so they can age at home instead of in nursing facilities. Once enrolled, participants receive care and services exclusively through Serenity Care PACE or its authorized partners, except in emergencies. Funded by Medicare and MassHealth (Medicaid), PACE provides comprehensive care at minimal cost to most participants who meet financial and functional criteria. For over 12 years, Serenity Care's mission has been helping seniors live safely and independently in their own communities.

Eligibility

- Be 55 years of age or older;
- Be determined to need nursing home level of care;
- Reside in the Serenity Care PACE service area; and
- Be able to live in a community setting at the time of enrollment without jeopardizing his/her health or safety.

Overview of Healthcare Services

Serenity Care PACE Participants receive all their needed healthcare, including hospital services (other than Emergency Care), primary care, specialist services, home care and skilled nursing, either directly from Serenity Care PACE, or from a person or company contracted with Serenity Care PACE and authorized to provide the necessary services.

The following services are provided to Participants at the PACE Center, or in Participants identified homes by Serenity Care PACE:

- Primary care and nursing services
- Social services
- Restorative therapies (including physical, speech, and occupational therapies)
- Personal care and supportive services
- Meals and nutritional counseling
- Recreational therapy and social engagement
- Medication services
- Transportation
- Wound care
- Palliative care

The following are examples of the types of services typically provided by Contracted Providers, upon referral from and as authorized by Serenity Care's Interdisciplinary Team (IDT). These services may be provided at the Contracted Providers' place of business, at the PACE Center, or in the Participants' home, as directed by the Interdisciplinary Team:

- Dentistry
- Nephrology/dialysis
- Audiology
- Optometry
- Behavioral health
- Podiatry
- Personal care and home care
- Skilled nursing care
- Assisted living

Primary Care

Primary care services are available at each PACE clinic. In the first 30 days, participants receive a comprehensive assessment by the IDT team; physicians or nurse practitioners repeat these assessments every six months. Registered nurses also see participants, with additional appointments scheduled as needed.

Serenity Care PACE clinics offer in-person and phone triage. For illness, contact the clinic for telephone triage between 9:00am and 4:30pm, or receive triage onsite if at the center. Nurses assess whether provider visits are necessary and schedule accordingly. After-hours needs go to the Serenity Care on-call provider.

Advanced directives are discussed at enrollment and every six months with the participant's PCP. To update an advanced directive, notify the clinic.

The Role of the Primary Care Provider

Serenity Care PACE delivers primary medical care services to all enrolled Participants. Each Participant is assigned a Primary Care Provider (PCP) at the respective PACE Center, who is responsible for managing their medical care. Access to a PCP is available at all times throughout the year.

Medical care decisions are made following discussions involving the PCP (or designee), the Participant (or their caregiver), and other members of the Interdisciplinary Team (IDT) as needed. The preferences of the Participant or their designated decision maker (if the Participant is incapacitated) are observed by the PCP.

Primary care teams may consist of physicians and nurse practitioners. The assigned PCP for each Participant is documented in the Participant's medical record. The Interdisciplinary Team carries out an initial Assessment when a Participant enrolls, with reassessments conducted every six months.

Where permitted by law, nurse practitioners may conduct initial, periodic, and unscheduled Assessments in collaboration with the Medical Director or staff physicians. The PCP is involved in updating the care plan, ordering treatments and diagnostic tests, communicating with families and the IDT about the Participant's health, attending meetings as required, and coordinating care with Contracted Providers and Housing Providers.

Referrals to medical specialists and consultants are initiated by the PCP, who also reviews consultant, laboratory, radiology, and other relevant reports concerning the Participants.

Social Services

Serenity Care social services are provided by a Master's-level Social Worker (MSW) who has a range of roles within the IDT:

Initial and routine Assessment. These Assessments are designed to regularly evaluate a Participant's history, status and needs with a goal of catching challenges before they become crises. Case management and discharge planning. Additionally, Social Services focuses on support of facility placement needs, tracking of hospitalized Participants, and coordinating psychosocial needs with Participants and families on behalf of the IDT.

Utilization management. Ongoing review of appropriate placement and external service utilization, including respite length of stay, use of least restrictive environment and timing of permanent placement; facilitation of facility partnership meetings.

Emotional Support. While routine therapy is provided by Serenity Care's behavioral health staff, situational emotional support is also a part of the services of Serenity Care MSWs and is often provided while working through concrete needs.

Care Navigation. Social workers use their expertise in Serenity Care PACE and community systems to support and educate Participants on navigating resources and referrals. Social Workers connect with Participants as needed, with routine assessments at least every 6 months, whether at home, the PACE Center, or assisted living and nursing homes.

Restorative Therapies

Physical and Occupational Therapy. Physical Therapy (PT) Occupational Therapy (OT) individualizes services to each Participant's needs by offering facility visits, caregiver education, and encourages feedback. Serenity Care PACE may supply DME to support mobility, skin integrity, foot care, and fall risk. The Serenity Care PT and OT teams also assist in wound care by monitoring positioning and skin pressure, particularly at bony areas, to promote optimal healing.

Speech Therapy. Speech Therapy (ST) is available at all Serenity Care PACE Centers for the monitoring of diet and liquid textures, as well as other ST needs. Services are primarily delivered at the PACE Center.

Medication Services

All prescription drugs and prescribed over-the-counter medications are included as part of Participants' Serenity Care PACE benefit, if authorized by the IDT and included in the Participant's plan of care.

Serenity Care PACE contracts with a pharmacy through which all prescriptions are filled. In some instances, with Serenity Care's prior approval, prescriptions may be filled through a Contracted Housing Facility's contracted pharmacy. Please discuss pharmacy contracting policies with the PACE Contract Manager.

If needed, medications may be administered by Serenity Care clinic staff to Participants attending the PACE Center on their regularly scheduled day. Participants may also be evaluated for self-administration of medications.

New orders for medication. All new medication orders will be ordered from the pharmacy by a qualified Serenity Care PACE staff member. Participants residing in assisted living and nursing homes will have new orders faxed to the facility by the Serenity Care PACE clinic. The Serenity Care PACE clinic will place a phone call to the facility to verify receipt of fax transmissions.

Refill orders for medication. All pharmacy services to Serenity Care PACE Centers will be provided by Serenity Care's contracted pharmacy provider, Reliant Care.

Reliant Care is contracted with backup pharmacies throughout the Serenity Care PACE service area to ensure Participants can get their medications in a timely manner, even during off hours. Reliant Care provides a courier service for medication deliveries.

Outside Medications. If a Participant obtains an outside prescription from a specialist or from the Emergency Department, call the PACE Clinic or after- hours number so that the Participant's Primary Care Provider can review and approve the medication. Prescriptions not ordered by a PACE Contracted Provider will not be refilled, nor will they be separately paid.

Transportation

Transportation is provided to Participants for medical services. Serenity Care PACE drivers are highly trained and are important members of the care team. For transportation to provide consistent and quality service for all Participants, transportation staff need cooperation from Participants, Contracted Providers, and in particular Contracted Housing Providers, in the following ways:

Be ready to leave. Provider staff need to have Participants ready and prepared when the driver arrives for transport.

Pick-up Window. Contracted Housing Providers will receive an automated fax from the PACE Center the day prior to the estimated Participant pick- up window. All Participants must honor the 1-hour pick-up window. This means that if the Participant's pick-up time is 7:00am, the Participant's service window is 30 minutes before and 30 minutes after the scheduled pick-up time (between 6:30am and 7:30am).

Serenity Care PACE Transportation will wait a maximum of 10 minutes when arriving for pick up. Unfortunately, if a Participant is not ready within this allotted time, the van will move on to the next pick-up, and the Participant's appointment will be rescheduled. In addition, Transportation is unable to accommodate last-minute requests for pick-ups, drop-offs, unscheduled visits to the PACE Center and non-scheduled early departures from the PACE Center.

If a Participant is not going to attend the PACE Center or an outside appointment, the Participant or Participant's Contracted Housing Provider should contact the Participant's PACE Center dispatch line listed in Appendix D, at least one day in advance, whenever possible, to notify them of the cancellation. This will allow staff to adjust meals, rides, and personal care services.

Safety. For the safety of loading, unloading, and securement of Participants using wheelchairs, the use of leg rests is required. Participants using wheelchairs will also be secured in the vehicle through use of lap and shoulder belts for participant's safety.

Transportation Needs. Participants may communicate transportation needs to dispatch or to the IDT for resolution. If a Participant needs additional assistance in the morning, they can contact their social worker to discuss arrangements for assistance.

Wound Care.

The Serenity Care PACE wound care team is a comprehensive team of professionals which includes a dietician, PCP, licensed nurse, and restorative therapists who meet on a regular basis to discuss the needs and plan of care for our Participants who require these services.

When applicable, IDT works in conjunction with Serenity Care PACE's Contracted Providers to promote optimal outcomes and healing. As deemed necessary, the wound care team will utilize DME and positioning devices.

Serenity Care PACE Clinic and In-Home Services staff will provide wound care to Participants living in assisted living. Participants living in nursing homes will be provided care by facility staff.

Palliative Care Services

Serenity Care PACE provides or arranges for Palliative Care services to Participants who need Palliative Care in partnership with Contracted Housing Providers.

Through an established relationship with Participants and their families, the Serenity Care PACE Palliative Care program can provide care through end of life with similar components of a hospice program. The Serenity Care PACE Palliative Care program provides comprehensive, compassionate care to prepare Participants and their families for all end-of-life stages. The program provides customized care which reflects personalized preferences to assist the Participant in maximizing quality of life and care through end of life.

Contracted Housing Providers cannot refer Participants to outside Palliative Care or hospice agencies. All providers are required to contact Serenity Care PACE with hospice or Palliative Care recommendations.

When a Participant is utilizing the Serenity Care PACE Palliative Care program while residing in an assisted living facility or nursing home, Serenity Care PACE relies on the care staff of these facilities to continue to provide daily protective oversight and care to Participants.

Serenity Care PACE will continue to provide on-going documentation in the Participant's medical record so that staff are aware of the care plan. The plan of care will include the names and contact numbers of the Serenity Care PACE Palliative Care team. The plan of care will change as the Participant's needs change. The Palliative Care team is comprised of a physician, registered nurse, a geriatric nurse practitioner, social worker, chaplain, and home care staff as needed.

In some cases, hospice care may be provided by a third- party hospice provider contracted by Serenity Care PACE, if authorized. Contracted Providers should bill Serenity Care directly for all hospice services provided to Participants. It is imperative that Contracted Providers of hospice services not bill Medicare or submit a Notice of Election of the Medicare Hospice Benefit for any Serenity Care Participant, as doing so will cause that Participant to be automatically disenrolled from PACE.

Provision of Contracted Services

Serenity Care PACE maintains a comprehensive network of Contracted Providers and Contracted Housing Providers. These Providers play an integral role in ensuring Participants receive the care they need to continue living life on their terms.

All providers that provide care to Participants must have a written agreement in place with Serenity Care which meets certain requirements enumerated at 42 C.F.R. 460.70.

The following sections outline some of those requirements and describe how care is coordinated between Serenity Care PACE and its Contracted Providers and Contracted Housing Providers.

Authorizations

Contracted Providers and Contracted Housing Providers may only furnish those services that are authorized by the Serenity Care PACE Interdisciplinary Team. The only exception is Emergency Care, which is addressed below.

Provider requesting services:

- Any Contracted Provider wishing to deliver additional services outside of the services already authorized by Serenity Care must do so through an authorization request process.
- The request should be presented to a member of the Interdisciplinary Team and must contain the specific services, frequency, and justification for the request.
- The Interdisciplinary Team will approve or deny the request.
- If the Interdisciplinary Team approves the requested service(s), an authorization notice and provider order (if applicable) will be sent to the Contracted Provider to move forward with the services requested.

Provider referring services:

- Any Contracted Provider who wishes that a Participant be seen by another Contracted Provider or by a non-Contracted Provider in the community should do so through a recommendation in their consultation/care notes.
- Consult/care notes should be sent to the PACE clinic within 48 hours of the last appointment, and the Interdisciplinary Team will authorize the services and make the referral directly with the provider on behalf of the Participant. All PACE services must be authorized and coordinated by the Interdisciplinary Team prior to services being rendered.

Unauthorized Referrals:

- Contracted Providers should not refer Participants to a non-Contracted Provider, except for Emergency Care.
- In the event a Contracted Provider refers a Participant to a non-Contracted Provider without prior authorization from Serenity Care PACE, the following applies:
    - Allowed Charges from Serenity Care PACE must be accepted as full payment for services delivered to Participants; and
    - Participants, Medicare, or Medicaid may not be billed directly under any circumstances.
- It is important to understand that any PACE services delivered to a Participant without the Interdisciplinary Team's authorization may result in the provider claims being denied payment, or the referring Contracted Provider being responsible per the Serenity Care PACE provider agreement for all unauthorized expenses.
- Contracted Providers and Contracted Housing Providers may not assign their contract with Serenity Care or delegate duties under that contract without Serenity Care's prior written approval.

Emergency Care

In the event of an Emergency, please call 911. Participants do not need prior authorization to access Emergency Care services. Contracted Providers will need to provide Participant contact information and advanced directives to the Emergency services staff.

Serenity Care PACE Centers also have an on-call provider available 24 hours a day, seven days a week. The PACE clinics are open during normal business hours of 9am. to 4:30pm. local time. If a Participant goes to urgent care, the emergency department, or is hospitalized, please contact the PACE Center during normal business hours or the on-call provider after hours.

Quality Improvement

Serenity Care PACE has a Quality Improvement Program that is collaborative and interdisciplinary and uses Lean process improvement principles. The effectiveness of the quality improvement program is continually evaluated through data-driven analysis.

Serenity Care PACE documents and disseminates the results from quality improvement activities to its Board of Directors and regulators. Additionally, Serenity Care PACE must meet quality assessment and reporting requirements as specified by CMS or the State administering agency.

All Serenity Care staff and Contracted Providers are expected to participate in the Serenity Care PACE quality improvement program and contribute to its success, while also complying with data assessment, analysis, and reporting requirements. Contracted providers can review the results of quality improvement initiatives specific to their area of work, and by requesting Serenity Care.

Participant Rights, Grievances and Appeals

All PACE Participants are entitled to certain rights, which are enumerated in the federal regulations governing PACE at 42 C.F.R. Part 460, as well as in Serenity Care's Participant Bill of Rights, which is included in Appendix A of the Provider Manual. These rights include Participants' right to file grievances and appeals in the event they disagree with a service determination made by Serenity Care.

Serenity Care's grievance and appeals processes are included in Appendix B and C, respectively, of this Provider Manual. Contracted Providers are required to respect and uphold Participants' rights and participate in the grievance and appeals processes, as reasonably requested by Serenity Care.

Service Determination Requests

A Participant, the Participant's designated representative or caregiver, may make a request, either orally or in writing, to initiate, modify or continue coverage of an existing service. This service determination request can be made to any employee or contractor for Serenity Care that provides direct care to a Participant. The PCP or the Center Director for Serenity Care must be notified as soon as possible of a service determination request, but no later than 3 calendar days from the time the request is made.

The Serenity Care IDT will review and discuss the service determination request and decide to approve, deny, or partially deny the request based on that review. The Serenity Care IDT will make its decision and notify the Participant or their designated representative as expeditiously as the Participant's condition requires, but no later than 3 calendar days after the date the IDT receives the request unless an extension is requested.

Provider Credentialing

Serenity Care has implemented credentialing/re-credentialing processes for its employed and Contracted Providers and Contracted Housing Providers. These processes were designed to ensure that potential and current providers meet the requirements necessary for the provision of quality care and service.

Credentialing is required for all physicians and all other health professionals that are permitted to practice independently under applicable state law who provide services to Participants, except for hospital-based health care professionals.

Initial Credentialing. Procedures for initial credentialing include submission of a written or universal CAQH application; verification of information from primary and secondary sources; and confirmation of eligibility for payment under Medicare and Medicaid. Credentialing is performed by Serenity Care in coordination with its contracted credential verification organization (CVO).

Re-Credentialing. Providers must be re-credentialed every three years. Procedures for Re-credentialing include updating information obtained in initial credentialing and consideration of performance indicators. All providers must complete a Re-credentialing application including an attestation by the applicant to the correctness and completeness of the application.

Delegated Credentialing. Serenity Care and a Contracted Provider may enter an arrangement whereby the responsibilities for credentialing/re-credentialing are delegated to the provider's employer or practice group.

Facility Credentialing. Hospitals and other facilities must be licensed by and demonstrate good standing with state and federal regulatory agencies; provide proof of adequate insurance coverage; and submit to initial and periodic site visits, as appropriate.

Direct Participant Care. All Contracted Providers who furnish direct Participant care services must be able to demonstrate that they and their staff meet all the following requirements:

- Possess current state license/registration and/or certification as required by the individual's position or credential.
- Possess CPR certification.
- Complete a pre-employment physical examination to comply with applicable law, including statement that individual is free and clear of communicable diseases.
- Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) and drug screenings.
- Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history. Individuals must receive training upon hire and annually thereafter in HIPAA, emergency preparedness, OSHA, and bloodborne pathogens.

If you have any questions regarding these requirements and how they might apply to you and

your staff, please contact the PACE Contract Manager.

Information for Contracted Housing Providers
(Assisted Living Facilities/Skilled Nursing Facilities/Residential Care Facilities)

Oversight of Contracted Housing Providers

Serenity Care PACE must ensure that Contracted Housing Providers (Assisted Living Facilities/Skilled Nursing Facilities/Residential Care Facilities) are in compliance with all state and federal requirements and demonstrate competency in provision of services to Serenity Care PACE Participants. Serenity Care PACE will provide formal oversight to ensure that all Contracted Housing Providers demonstrate adherence to the terms of the Serenity Care PACE Provider Agreement as well as state and federal requirements through competently providing high quality care and services to Participants.

To establish and maintain a housing contract with Serenity Care PACE, conditions must be adhered to which include, but are not limited to, the following:

- Contracted Housing Providers must adhere to the terms of the Serenity Care PACE Provider Agreement.
- Contracted Housing Providers must comply with all state and federal requirements set forth by the state in which they operate.
- Contracted Housing Providers must support and uphold the PACE Participant's Bill of Rights.
- Contracted Housing Providers must waive all move-in deposits and similar charges for Serenity Care PACE Participants.
- Contracted Housing Providers must provide to PACE Participants all items and services included and/or required under the applicable Medicare or Medicaid rate, including but not limited to over the counter (OTC) drugs, supplies and equipment, based on the Participant's assessed needs, at no additional cost to Participants or to Serenity Care.
- Where continued residence at the assisted living or nursing home poses a danger to the health, safety, or welfare of an Serenity Care PACE Participant the Contracted Housing Provider's contract will be immediately terminated.

As part of the Serenity Care PACE oversight plan, Contracted Housing Providers can expect the following:

- Initial contract approval of any new skilled nursing, assisted living, and residential care facility for the elderly only after the provider's state and federal investigation/survey report history has been reviewed and meets Serenity Care PACE standards.
- Ongoing review of each assisted living or nursing home's state and federal investigations/survey reports.
- Unannounced on-site visits, also called "Audits" or "Inspections".
- On-site inspections of Participant medical records and medication administration records (MARs).

Serenity Care PACE inspection findings will be provided to the PACE IDT and the PACE Center Director. If Serenity Care PACE finds the Contracted Housing Providers to be out of compliance during an onsite visit, a copy of the findings and a request for corrective action will be sent via written letter or emailed to the Contracted Housing Providers with a timeline for response.

Serenity Care PACE will provide each Contracted Housing Providers with an orientation of PACE. This will include but not be limited to

- PACE mission, philosophy, and policies on Participant rights;
- PACE requirements of Contracted Providers;
- Provision and review of the Provider Manual and any policies related to the duties and responsibilities of the provider.

Serenity Care PACE requires Contracted Housing Providers to maintain the following standards including, but not limited to:

- Must maintain a current license, certificate, and Medicare enrollment, if applicable
- Must maintain in effect, current general liability insurance coverage as required by Serenity Care PACE.
- Must remain in good standing with Medicare/Medicaid when certified as a provider of these services and must not have been excluded from the Medicare/Medicaid program or other health insurance programs for suspected abuse or fraud; or listed on the CMS Preclusion List.
- Must not have been convicted of any criminal offense related to Medicare/Medicaid, nor employ or contract with an individual who has a criminal conviction which could jeopardize the health, safety, or well-being of any Participant, including but not limited to physical, sexual, drug or alcohol abuse.
- Staff must act within the scope of authority to practice.
- Provide initial and ongoing staff training to all staff providing services to a PACE Participant.
- Oversight activities will be conducted initially and as needed to validate that contracted employees demonstrate the skills, knowledge, and ability to perform care to the Serenity Care PACE Participants.

Serenity Care PACE will conduct an initial and ongoing review process of Contracted Housing Providers to validate that they and their staff demonstrate the skills, knowledge, and ability to provide care to Serenity Care PACE Participants in accordance with the PACE Agreement and PACE regulations. General exclusions of Participants may include but not be limited to:

- Breach of contract, such as failure to provide required services, repeated failure to uphold communication and partnership requirements, repeated failure to keep all Participants safe.
- Serenity Care PACE inspection findings that substantiate actual harm to a Participant in the areas of restraints, abuse, staff treatment, and/or care.

Termination of the contract or with Serenity Care may result from repetitive violations or breach of contract, or State and/or Federal regulatory agencies' suspension or revocation of Contracted Provider's license.

Contracted Housing Partnership Responsibilities

Serenity Care PACE strives to maintain proactive and productive partnerships with all Contracted Housing Providers. As part of the partnership, Serenity Care PACE requests reciprocal transparency with respect to the quality of life and quality of care of Participants.

Housing Provider Communication Responsibilities to Serenity Care PACE

- Change in condition of Participant- Notify clinic as soon as possible. Notifications should include Assessment and vital signs for all notifications.
- Change in condition of environment- Notify PACE Center Director as soon as possible of any significant change in the environment that may pose a danger to Participants.
- Falls- Notify the PACE Clinic or on-call and send the fall report within 24 hours.
- Wound discovery- Notify clinic as soon as possible (especially hospital acquired).
- Material Change in Behaviors- Notify clinic upon occurrence.
- 911 events- Notify PACE Clinic or on-call as soon as possible for assistance with triage, if true Emergency call 911 and notify PACE Clinic to give report.
- Change in ownership/leadership- Notify PACE Center Director in writing or via email of change and provide new ownership/leadership contact info, title, and copy of applicable license per partnership agreement (contract).
- Change in point of contacts- Notify PACE clinic of any change in point of contact or contact method prior to change.
- Plan of care- Provide PACE with plan of care (also known as a "care plan") upon admission and with any change of condition.
- Grievances- Notify the primary contact of the IDT with any Participant Grievances brought forth.
- Outside Orders- Call the PACE Center or after-hours number to verify any new outside orders or prescriptions prescribed to the Participant.
- Service Determination Request- Notify the primary contact of the IDT of any request by the participant, participant's designated representative or caregiv- er to initiate, modify, or continue a service that Serenity Care is recommending be discontinued or reduced.

Housing Provider Documentation and Meeting Responsibilities

- Skilled Nursing weekly calls- In the event a Participant is authorized by the IDT to receive skilled care, a weekly call is requested to review the therapy and skilled care services.
- Monthly partnership meetings-The Serenity Care QAPI Director and members of the Participant's IDT invite assisted living and nursing home providers' representatives to attend partnership meetings monthly. If the facility provider is unable to attend the meeting, the meeting will be re-scheduled to the next available date.
- Required documentation- Maintain documentation in Participant records to include face sheet that identifies Participant as being part of Serenity Care PACE. Clear and visible documentation of PACE Center, Clinic, Physician, and After Hours contact information. Maintain copies of most current Advance Directive, Medication List, and Serenity Care PACE Plan of Care.

Serenity Care PACE Communication Responsibilities to Housing Providers

- Response times- The PACE Center will respond to inquiries in a timely manner (same day before 4:00pm or the following day by noon).
- Transportation- Provide timely notification and transportation pick up and drop off. Transportation is to notify provider if outside of the 1-hour pickup window.
- Material Change in Behaviors- Notify housing provider same day if applicable.
- 911 events- Notify housing provider of Emergency Department or hospitalization event.
- Cancellations- Notify provider of any cancelations of appointments, early or full closures same day or sooner if applicable.
- Change in Serenity Care PACE leadership- Notify facility administrator in writing or via email of change and provide new leadership contact info, and title.
- Change in point of contacts- Notify facility administrator of any change in point of contact or contact method prior to change.
- Change in orders/services- Notify facility of any change in condition, orders, new specialist consult notes, wound documentation, falls, and infections within 48 hours where applicable.
- PACE education- Provide PACE education to new leadership and new points of contact upon request.
- Plan of Care- Ensure that provider is given updated Serenity Care PACE Plan of Care at admission, every 6 months or upon a change in condition.
- PACE On-Call- PACE will make available a physician or nurse on-call between the weekday hours of 5:00pm and 8:00am, weekends, holidays, and PACE closure days. Routine concerns should be addressed with the PACE Center during normal business hours.

Incidents and Fall Reporting Requirements

Serenity Care PACE is required to report certain data and information to the Centers for Medicare & Medicaid Services (CMS) and to MassHealth for use in monitoring the Serenity Care PACE's performance, similar to a housing provider's requirement to report all occurrences. Serenity Care PACE is required to report any unusual incidents that result in serious, adverse Participant outcomes, or negative media coverage related to the PACE program.

Please carefully review the following list of reportable incidents:

- Abuse
- Adverse Drug Reactions
- Burns
- Unexpected Deaths
- Elopement
- Equipment Malfunction
- Falls
- Fires and Other Disasters
- Food-Borne and Infectious Disease Outbreaks
- Medication Errors
- Media Related Events
- Motor Vehicle Accidents
- Pressure Ulcers
- Restraint Use
- Suicide and Suicide Attempts

If any Participant residing in an assisted living or nursing home is involved with any of the above-described situations, you must report to the Participant's Interdisciplinary Team immediately. All housing providers and staff that witnessed and/or were involved in the incident may be interviewed by the Serenity Care PACE Quality and/or Compliance Department as part of the required investigation and report of findings.

Infection and Infestation Reporting

Infectious Disease Reporting: If symptoms of infection are present in the assisted living or nursing home that affects three or more residents, please call and report the number of people affected and the symptoms to Serenity Care PACE immediately. The facility will be placed on an "infection control hold" which includes Participants coming into the PACE Center and any Participants being admitted to the facility until residents are symptom free for 72 hours.

Infestation Reporting Procedure: If the assisted living or nursing home is experiencing any type of infestation of bugs or rodents, please contact the PACE Center Director to inform. The expectation of Serenity Care PACE is the facility will share any reports from extermination services and any other action the facility has taken to address the issue. If the assisted living or nursing home should experience a bed bug infestation, the Serenity Care PACE Participants that reside in the facility may experience a period where they do not go to the PACE Center. Also, the facility will be requested to provide the extermination protocol and evidence of completion of extermination. This should include screening for bed bugs in all rooms, inspection of the entire facility and a plan for extermination.

PACE Center Protocols

Serenity Care PACE is a comprehensive health and support delivery system which integrates acute and long-term care services to Participants. The PACE Center is the focal point of coordination and provision of most Serenity Care PACE services.

Assistive and Durable Medical Equipment. Serenity Care PACE provides assistive and durable medical equipment such as walkers, canes, wheelchairs, and raised toilet seats to its Participants, as needed. All equipment provided to a Participant by Serenity Care PACE remains the property of Serenity Care PACE.

Equipment must always be maintained in proper working order. For the Participant's safety, please contact Serenity Care PACE right away if any equipment needs to be repaired or replaced. If a Participant disenrolls from Serenity Care PACE, all equipment must be returned to Serenity Care PACE. It is the responsibility of Contracted Housing Providers to ensure that

Serenity Care PACE equipment remains in the Participant's possession and in good working order. If Serenity Care PACE equipment is misplaced a Contracted Housing Provider, the Provider will need to replace the equipment or reimburse Serenity Care PACE for the loss.

Cancellations. If a Participant is not going to attend the PACE Center for their normally scheduled day or to attend an outside appointment, the Participant or Contracted Housing Facility should contact the Participant's PACE Center Transportation Dispatch at the number listed in Appendix D, at least one day in advance, whenever possible, to notify them of the cancellation(s). This will allow Serenity Care PACE staff to adjust meals, rides, and personal care services as needed.

Clothing. A full change of washable clothes must be provided by each Participant to their assigned PACE Center and marked with their name. The Participant's clothing will be stored in a locker at the PACE Center. If they are receiving a shower at the PACE Center, they must bring combs, brushes, deodorant, and any other personal care items. Serenity Care PACE will provide soap, shampoo, washcloths, and towels. Serenity Care PACE is not responsible for lost or stolen articles.

Schedules. Serenity Care PACE Centers are open Monday through Friday from 9:00 a.m. to 4:30 p.m. The PACE Centers will be closed on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. The PACE Centers also may be closed due to weather, water or power outages and any other reason beyond Serenity Care's control. There may be times when the PACE Centers must close because of circumstances that would endanger Participant safety. Serenity Care PACE staff will notify Participants by phone if the PACE Center will be closed.

Modified PACE Center Schedules. Participant safety is always the top priority at Serenity Care PACE. From time to time, Serenity Care PACE may close or modify the PACE Center schedule due to weather and road conditions or high levels of contagious illnesses like the flu.

Please call the Serenity Care PACE Operating Line at the number listed in Appendix D when you want to know if the PACE Center is operating for normal hours and appointments. The PACE Operating Line is available 24/7 and updated as often as necessary with any schedule changes.

Treatments and Medications. The PACE Center will only provide treatments and medicine ordered by the Participant's PCP. All medicine the Serenity Care PACE nurses need to give Participants will be stored in a locked medicine cabinet in the clinic.

Smoking. Participants will be informed of the Serenity Care PACE smoking rules when they start attending the PACE Center. All Participants who smoke will be asked to read and sign the Serenity Care PACE Smoking Agreement which explains the smoking rules at the PACE Center.

Personal Vehicles. Serenity Care PACE staff members cannot transport Participants or their representatives in their personal vehicles for any reason.

Social Security Office. Participants may not enroll or disenroll from Serenity Care PACE at a Social Security Office. The Serenity Care social worker can help the Participant if they need to disenroll from Serenity Care PACE.

Tips or Gifts. Serenity Care PACE staff and caregivers cannot accept money or gifts from Participants, providers, or family members of Participants.

Supplies. Serenity Care PACE maintains supply stocks for its Participants at the PACE Center. Serenity Care PACE will provide incontinence supplies and other supplies to Participants residing in a contracted assisted living or residential care facility, as needed. Supplies available may include pull-up briefs, tabbed briefs, small incontinence pads, large incontinence pads, wet wipes, and under pads for the bed.

Contracted Housing Providers may order supplies by calling the PACE Center's Supply Line and leaving a voicemail message with the Participant's name, size, and the supply type requested. Contracted Housing Providers may also order liquid nutritional supplements for Participants on the Supply Line.

Most supplies will be delivered the following business day after an order is placed. A Contracted Housing Provider may also elect to have supplies delivered directly to their facility from the manufacturer by arrangement with the PACE Center staff. The Supply Lines for each PACE Center are listed in Appendix D.

Oxygen. Serenity Care PACE provides oxygen to its Participants through its contracted oxygen providers. Orders for oxygen are placed by the Participant's Primary Care Provider. Contracted Housing Providers should coordinate orders for oxygen and supplies with the PACE Center.

Provider Claims Filing and Benefit Information

In addition to health care and personal needs services, Serenity Care PACE processes and pays health Benefits for our Participants that are provided by Contracted Providers and Contracted Housing Providers.

Benefits are subject to the Participant's current active enrollment and eligibility and this statement of Benefits is not a guarantee of payment. All services should be coordinated and authorized by the Interdisciplinary Team, except Emergency Care. If applicable, the Contracted Provider will receive a consultation request form at the time of the visit, which must be returned to the Serenity Care PACE.

All non-Emergency services must be authorized by Serenity Care PACE before services are rendered. Providers who render Emergency services must notify Serenity Care PACE within 24 billinghours of or the next business day after that service has been rendered.

Billing

Serenity Care's preferred method for claims submission is EDI. Electronic Data Interchange Payer Number: 98481

Paper claim submission and Provider appeals can be sent to Serenity Care PACE via the address below. Providers are highly encouraged to use a trackable mailing method such as USPS Priority mail when sending documents to this address. This will allow for the package to be tracked and provide proof of timely claim submission.

Serenity Care PACE
C/O innermark TPA
PO Box 21002
Eagan, MN 55121

Claims Direct Phone Line for Claims Status and Claim inquiries: (618) 619-2184

Innermark TPA offers a provider portal, allowing providers to view claim status, download EOPs, and more. Electronic payment is also available via direct deposit (ACH) or virtual credit card.

To register for innermark TPA's Provider Portal, or to request electronic payment, please email provideraccess@innermark.com and reference Serenity Care PACE and your provider name, tax ID and NPI in your request.

Billing for services rendered to Serenity Care PACE Participants must be submitted via one of the following CMS Standard claim forms: CMS-1500 (HCFA-1500) for Professional Services; or UB04 (CMS 1450) claim form for Institutional Services. Claims shall include all Participants' identification information and itemization of services provided.

Serenity Care PACE shall have no obligation to pay Contracted Providers for services billed more than the lesser of, 120 days after the date on which services were rendered, or the minimum period required by applicable state law. Serenity Care PACE has a timely filing period for Payment Reconsideration/appeal of 120 days from the date of payment.

Acceptance of Payment. Contracted Providers and Contracted Housing Providers must accept payment from Serenity Care as payment in full, and may not bill Participants, CMS, the state Medicaid agency, or private insurers, and must agree to hold harmless CMS, the state, and Participants if Serenity Care does not pay for services performed.

Participant Share of Housing Cost

Serenity Care PACE Participants who reside in assisted living or in permanent placement in a nursing facility are responsible for a share of their housing costs. Serenity Care PACE will create and send Supportive Housing Forms to providers indicating the amount of a Participant's share of housing cost (SOC). The collection of a Participant's SOC is the responsibility of the Contracted Housing Provider. Serenity Care PACE is responsible for paying the difference between the contracted housing rate and the Participant's SOC.

In the months of a Participant's admission and discharge from a housing Facility, both the Participant's SOC and Serenity Care PACE's proportionate share of the contracted housing rate will be pro-rated based on the number of days the Participant resides at the facility. Serenity Care PACE covers the day of admission but does not cover the day of discharge.

Participants' total housing cost documented on the current Supportive Housing Form in effect at the time of the move, divided by the number of days in the month of the move; this equals the Participant's daily housing cost amount. Multiply the daily housing cost amount by the number of day(s) the Participant is in residence; this amount is the total pro-rated housing cost due from the Participant. Pro-rated housing costs cannot exceed the total housing cost amount listed on the Participant's current Supportive Housing Form.

Serenity Care PACE Participant Bill of Rights

At Serenity Care PACE, we are dedicated to providing you with quality health care services so that you may stay as independent as possible. Serenity Care PACE staff is committed to treating each and every participant with dignity and respect and ensuring that all participants have a say in planning their care and treatment.

The goals of Serenity Care PACE are:

- To maximize the independence, dignity, and respect of Serenity Care PACE participants.
- To help make Serenity Care PACE participants more independent and improve their quality of life.
- To provide coordinated quality health care to Serenity Care PACE participants.
- To keep Serenity Care PACE participants living safely in their homes and communities for as long as possible.
- To help support and keep Serenity Care PACE participants together with their family.

When you join the Serenity Care PACE program, you have certain rights and protections. Serenity Care PACE must fully explain your rights to you or someone acting on your behalf in a way you can understand at the time you join.

You have the right to be treated with respect.

You have the right to be treated with dignity and respect at all times. Serenity Care PACE employees and contractors will always provide you with compassionate, considerate, and respectful care. You have the right:

- To get all of your health care in a safe, clean environment.
- To be treated with dignity and respect, be given privacy and confidentiality in all aspects of care and be provided compassionate care.
- Not to have to do work for the Serenity Care PACE program.
- To use a telephone while at the Serenity Care PACE Center(s).
- To be free from harm. This includes physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, excessive medication, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms or to prevent injury.
- To be encouraged to use your rights in the Serenity Care PACE program.
- To get help, if you need it, to choose between and use the Medicare and Medicaid complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to Serenity Care PACE staff about changes in policy and services you think should be made.

You are entitled to protection from discrimination.

Discrimination is against the law. Every company or agency that works with Medicare and Medicaid must obey the law. As a Serenity Care PACE participant, you have the right not be discriminated against based on your:

- Race
- Ethnicity
- National Origin
- Religion
- Sex
- Age
- Sexual Orientation
- Mental or Physical Disability
- Source of Payment for your Health Care (ex: Medicare or Medicaid)

If you think you have been discriminated against for any of these reasons, contact a staff member at the Serenity Care PACE program to help you resolve your problem.

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

You have a right to information and assistance.

You have the right to get accurate, easy-to-understand information and to have someone help you make informed health care decisions. You have the right:

- To be fully informed, in writing, of the services offered by Serenity Care PACE. This includes informing you which services are offered by contractors instead of the Serenity Care PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.
- To have the Enrollment Agreement explained to you in a way you understand before you join, at the time you join and other times at your request
- To look at, or get help to look at, the results of the most recent review of Serenity Care PACE. Federal and State agencies reviews. You also have a right to review how Serenity Care PACE plans to correct any problems that were found at inspection.
- To call 1-800-MEDICARE for information and help, including to make a complaint related to the quality of care or the delivery of a service.
- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have Serenity Care PACE interpret the information into your preferred language in a culturally competent way, if your first language is not English and you can’t speak English well enough to understand the information being given to you.
- To get marketing materials and Serenity Care PACE rights in English and in any other frequently used language in the community. You can also get these materials in Braille, if necessary.
- To get a written copy of your rights from Serenity Care PACE. Serenity Care PACE must also post these rights in a public place in the Serenity Care PACE center(s) where it is easy to see

them.

You have a right to a choice of providers.

You have the right to choose a health care provider within Serenity Care PACE's network and to get high quality health care. You have the right to

- To choose you primary care physician and specialists from within the Serenity Care PACE network.
- To receive care from a qualified specialist for women's health services for routine or preventive women's health services.
- To have reasonable and timely access to specialists as shown by your health.
- To receive necessary care in all settings, up to and including placement in a long-term care facility when Serenity Care PACE can no longer provide the services necessary to maintain your safety in the community.
- To disenroll from Serenity Care PACE at any time and have such disenrollment be effective the first of the month following the date you inform Serenity Care PACE that you wish to disenroll.

You have a right to access emergency services.

You have the right to get emergency services when and where you need them without Serenity Care PACE's approval. A medical emergency is when you think your health is in serious danger—when every second counts. You may have a bad injury, sudden illness, or an illness quickly getting much worse. You can get emergency care anywhere in the United States.

You have a 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. You have the right:
- To have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your health.
- To have Serenity Care 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. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in the development and implementation of your plan of care. You can ask for your plan of care to be reviewed at any time.
- To ask to be reassessed by a member of the interdisciplinary team which includes primary care provider, registered nurse, social worker, physical therapist, occupational therapist, dietician, activities coordinator, transportation coordinator, home care coordinator, and personal care representative.
- To 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 a right to have your health information kept private.

You have the right to talk with health care providers in private and to have your personal health care information kept private as protected under State and Federal laws. You also have the right to look at and receive copies of your medical records. You have the right to:

- To be certain of the confidentiality of all information in your health record, including information contained in an automated data.
- Serenity Care will need your written consent for the release of information to people not otherwise allowed under law to receive it. You may provide written consent, which limits how much information and the people to whom the information is given.
- There is a new patient privacy rule that gives you more access to your own medical records and more control over how your personal health information is used. If you have any questions about this privacy rule, call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

You have a right to file a complaint.

You have a right to complain about the services you receive or that you need and don't receive the quality of your care, or any other concerns or problems you have with your Serenity Care PACE program.

You have the right to a fair and timely process for resolving concerns with Serenity Care PACE including an internal review and independent external review. You have the right:

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to Serenity Care 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.
- To appeal any treatment decision by the Serenity Care PACE program, staff, or contractors.

You have a right to leave the program.

If, for any reason, you do not feel that Serenity Care PACE is what you want, you have the right to leave the program at any time.

Additional Help

If you have complaints about Serenity Care PACE, think your rights have been violated, or want to talk with someone outside Serenity Care PACE about your concerns, call 1-800-MEDICARE or 1-804-371-2608 speak to someone in the Massachusetts Executive Office of Elder Affairs who will help you with your complaint.

Massachusetts Executive Office of Elder Affairs
One Ashburton Place | 5th Floor | Boston, MA 02108 | 617-727-7750

Related Documents/Resources:
Serenity Care HIPAA Privacy policies

Serenity Care PACE Grievances

Definition

1. Grievance: a statement, either written or oral, expressing dissatisfaction with service delivery, Part D services, or the quality of care furnished. Grievances include any allegations of violations of participant rights including discrimination on the basis of race, ethnicity, color, national origin, religion, sex, age, disability, sexual orientation, or source of payment.
2. Participant: a participant or their designated representative.
3. Complainant: a participant, their designated representative, or their family.
4. PHI: individually identifiable health information that is created or received by a HIPAA-covered entity that relates to the past, present, or future physical or mental health condition of an individual; or the past, present, or future payment for the provision of healthcare to an individual.

Abbreviations

1. PHI: Protected Health Information
2. HIPAA: Health Insurance Portability and Accountability Act

Policy

- Serenity Care PACE maintains a formal written process to evaluate and resolve medical and nonmedical grievances by participants or their family members.
- It is Serenity Care PACE's policy to make all reasonable efforts to ensure that participants or their family members are satisfied with service delivery and the quality of care provided by Serenity Care PACE. Moreover, it is Serenity Care PACE's policy to uphold all participant rights including the right not to be discriminated against on the basis of race, ethnicity, color, national origin, religion, sex, age, disability, sexual orientation, or source of payment.
- Participants or their family members are to be encouraged and assisted to express grievances either verbally or in writing to Serenity Care PACE staff and contracted providers free of any restraint, interference, coercion, discrimination or reprisal.
- A grievance in which the participant communicates a request to initiate, modify (including to increase, reduce, eliminate, or otherwise change a service), or continue a service that Serenity Care PACE is recommending be discontinued or reduced will be processed as a service request.

- Participants will be informed that Serenity Care PACE staff and contracted providers are available to assist with completion of grievances as needed. All Serenity Care PACE staff and contracted providers will maintain confidentiality of grievances.
- Serenity Care PACE will continue to provide all required services to participants during the grievance process. Serenity Care PACE will notify participant or their family member of resolution of grievance within 30 calendar days of the date of receipt of the grievance.
- Serenity Care PACE Quality staff will maintain, aggregate and analyze grievance information to promote continuous quality improvement.

Procedure

I. Notice and Explanation of Grievance Process

A. Serenity Care PACE will give each participant written information on the grievance process and applicable procedures upon enrollment and at least annually thereafter. Serenity Care PACE also will give this information to participants upon request.

B. Orientations and annual trainings for all Serenity Care PACE staff will include:

a. An explanation of Serenity Care PACE grievance policy and procedures, and staff responsibilities to receive and document grievances and to assist participants with resolution of grievances; and

b. Requirements to maintain confidentiality of grievances.

C. All contracted providers shall receive:

a. An explanation of Serenity Care PACE's grievance policy and procedures, and contracted providers' responsibilities to receive and document grievances; and

b. Requirements to maintain confidentiality of grievances.

II. Filing of Grievance

A. A grievance may be expressed by complainants in writing or verbally to any Serenity Care PACE staff member or contracted provider at any time.

a. Complainants who wish to submit a grievance in writing may do so in whatever format they choose or utilize Serenity Care PACE's Grievance Reporting Form.

b. All grievances, including allegations of discrimination, shared with Serenity Care PACE staff members or contracted providers shall be forwarded to Serenity Care PACE's Compliance Officer within three (3) business days of receipt.

c. Serenity Care PACE shall have appropriate arrangements in place to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aides and services, or language assistance services, respectively, if needed to participate in Serenity Care PACE's grievance process.

d. In the event the complainant filing the grievance wants to do so anonymously, documentation of the grievance will not include any information identifying the complainant.

B. All grievances will be documented in PACElogic. Copies of original written grievances will be maintained and uploaded to PrimeSuite.

C. Serenity Care PACE staff receiving the grievance shall respond to the complainant verbally and in writing to confirm receipt of the grievance and to explain the grievance process, including specific steps and timeframes for response that will be taken to resolve the grievance.

D. Documentation of both the written and verbal response confirming receipt of the grievance shall be included with documentation of the grievance.

E. Serenity Care PACE shall continue to furnish the participant with all required services included in the participant's current plan of care during the grievance process.

III. Investigation and Resolution of Grievance

A. Upon receipt of the documented grievance, an appropriate Serenity Care PACE staff member shall investigate the grievance. If the grievance involves multiple issues, each issue in the grievance shall be addressed fully.

B. If the grievance is also a service determination request, in addition to processing the grievance in accordance with this policy, Serenity Care PACE will also process the grievance as a service determination request under the Service Determination Request Policy and Procedure as well as the Appeals Policy and Procedure, if applicable.

C. If the grievance involves an allegation of discrimination or disclosure of PHI, the investigation of the grievance shall be assigned to Serenity Care PACE's Compliance Officer.

D. Serenity Care PACE shall contact the appropriate individuals as needed, which may include the complainant, Serenity Care PACE staff, or contracted providers, to ensure that Serenity Care PACE has a thorough understanding of each issue in the grievance. Interested persons shall have an ability to submit evidence related to the grievance. Based on this input and with input from others as necessary and consistent with the need to assure confidentiality, a resolution to the grievance shall be developed.

E. All documentation showing the steps taken to understand and resolve the grievance shall be included with documentation of the grievance.

F. Within thirty (30) calendar days of the date of the grievance, Serenity Care PACE shall inform the complainant in writing of the resolution to their grievance.

   a. A copy of the written resolution letter and documentation of the date and time the letter is mailed shall be included with documentation of the grievance.

   b. Documentation of the oral notification, including the date the notification was provided, shall be included with documentation of the grievance.

G. The resolution shall be implemented as expeditiously as possible but no later than 30 calendar days from the date of the grievance.

H. If the complainant is dissatisfied with the resolution of the grievance, they may contact the Compliance Officer within fourteen (14) calendar days of the Grievance Resolution Letter. The Compliance Officer will attempt to resolve the ongoing grievance by reaching an alternate resolution within fourteen (14) calendar days.

   a. The complainant shall be informed verbally and in writing of the alternate resolution with documentation of such notifications to be included with documentation of the grievance.

   b. The alternate resolution shall be implemented as expeditiously as possible but no later than ten (10) calendar days from the date of the Alternate Grievance Resolution Letter.

I. If the complainant remains dissatisfied with the alternate resolution to a grievance that does not involve discrimination or disclosure of PHI, they shall be informed verbally and in writing by Serenity Care PACE of their option to pursue the grievance with an external entity with documentation of such notifications to be included with documentation of the grievance. Complainant will be informed that Serenity Care PACE staff are available to assist with completion of grievances as needed.

J. If allegations of discrimination or disclosure of PHI are not resolved to the complainant's satisfaction, the complainant shall be informed verbally and in writing by Serenity Care PACE of their right to file a 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 at U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, or by
- Phone at 1-800-368-1019, 800-537-7697 (TDD).

a. Documentation of such notifications shall be included with documentation of the grievance.

b. Complainant will be informed that Serenity Care PACE staff are available to assist with completion of grievances as needed.

c. The availability and use of this grievance procedure does not prevent a person alleging discrimination from pursuing other legal or administrative remedies, including filing a complaint of discrimination in court or with the U.S. Department of Health and Human Services, Office for Civil Rights through the OCR Complaints Portal or by mail or phone. Complaint forms are available at: http://www.hhs.gov/ocr/office/file/index.html and must be filed within 180 days of the date of the alleged discrimination.

III. Tracking, Analysis and Reporting

A. Information on all grievances shall be shared with the Serenity Care PACE's Quality team to maintain, aggregate, and analyze information related to grievances.

B. This information shall be used to populate the Grievance Requests Audit Data Universe.

C. All grievances and related documentation shall be maintained by Serenity Care PACE's Quality staff in ensuring participant/complainant confidentiality.

D. Grievance data shall be reviewed on a quarterly basis by Serenity Care PACE's Quality staff.

E. Grievance data shall be utilized in Serenity Care PACE's internal quality improvement program.

F. Grievance data shall be reported to CMS consistent with PACE Quality Data reporting requirements and for audit purposes, and to the State Administering Agency consistent with state requirements.

Serenity Care PACE Appeals

Definition

1. An appeal is a participant's action taken with respect to Serenity Care's noncoverage of, or nonpayment for, a service including denials, reductions, or termination of services. A request to initiate, modify or continue a service must first be processed as an SDR (see Service Determination Request Policy and Procedure).
2. A participant is defined as a participant or their designated representative.
3. A third party is defined as a third-party reviewer or committee.

Policy

- In situations when a participant disagrees with the IDT's decision to deny an SDR, or the IDT denies a participant's request for payment for a service, the participant has the right to appeal this decision. In addition, if Serenity Care PACE fails to provide the participant with timely notice of the resolution to an SDR or does not furnish the services required by the participant's revised plan of care, this failure constitutes an adverse decision; and the request must be automatically processed as an appeal.
- Participants with Medicare must complete Serenity Care PACE's appeals process before pursuing additional appeal rights under Medicare. Participants with Medicaid are able to proceed directly to the Massachusetts Office of Medicaid Fair Hearing process prior to or during the Serenity Care PACE's appeals process.
- If a participant is not satisfied with the results of Serenity Care PACE's internal appeals process, they may pursue additional appeal rights under Medicare or Medicaid, i.e., a Medicare independent review entity (IRE) level appeal through Maximus Federal or C2C Innovative Solutions, Inc. (for Part D), or the State Fair Hearing process, with assistance from Serenity Care PACE. If eligible for just one of the two programs, the relevant program's appeals process applies. If dually eligible for both Medicare and Medicaid, the participant must choose between the two external appeals processes.
- Serenity Care PACE may also provide the telephone number and information about the State of MA Legal Program Services if the participant wishes to pursue legal assistance.
- All Serenity Care PACE staff, including employees and contracted providers, will maintain confidentiality of appeals.

Procedure

I. Notice and Explanation of Appeals Process

A. Upon enrollment and at least annually and upon request thereafter, Serenity Care PACE Social Worker will discuss and provide participants with written information on the appeals process.

B. Serenity Care PACE will inform participants both orally and in writing of their right to appeal the decision as part of any full or partial denial of an SDR or any denial of a request for payment, or upon the failure of the IDT to resolve an SDR timely or furnish the services required by the revised plan of care.

a. The appeals notification will describe both the standard and expedited appeals processes.

b. The appeals notification will also describe the right to, and conditions for, obtaining expedited consideration of an appeal and continuation of appealed services through the period of an appeal.

C. At the time of oral notification of appeal rights as listed in Section I(B), Serenity Care PACE will discuss the following with the participant:

a. Whether the participant wishes to appeal,

b. The conditions for an expedited appeal,

c. Right to assistance with filing the appeal,

d. Right to assistance in determining whether to follow the Medicare or Medicaid appeal process, if applicable.

D. The appeals notification shall instruct the participant to submit appeals, either orally or in writing within 30 calendar days of SDR denial or denial of payment and, if needed, to request assistance with filing the appeal.

II. Submission of Appeal and Serenity Care PACE's Response to Appeal Submission

A. As expeditiously as the participant's health condition requires but not later than 72 hours of receipt of an expedited appeal or no later than 30 calendar days of receipt of a standard appeal, Serenity Care PACE shall provide the participant orally and in writing:

a. Acknowledgment of receipt of the appeal.

b. Specific steps and corresponding time frame that Serenity Care PACE will abide by in responding to the appeal.

B. Serenity Care PACE will give all parties involved in the appeal a reasonable opportunity to present evidence related to the dispute, in person, as well as in writing.

C. The expedited appeals process shall be implemented in situations in which the participant believes that their life, health, or ability to regain or maintain maximum function could be seriously jeopardized, absent provision of the service in dispute. Denial of payment does not qualify for the expedited appeals process.

D. For an expedited appeal involving a denial of coverage, notice of the determination to uphold or overturn the IDT's decision must be given as expeditiously as the participant's health condition requires but no later than 72 hours after Serenity Care PACE receives the appeal. The 72-hour timeframe may be extended by up to 14 calendar days if either of the following conditions are met:

   a. The participant requests the extension; or

   b. Serenity Care PACE can justify to Massachusetts Office of Medicaid's Board of Hearings the need for additional information and how the delay is in the interest of the participant.

E. For a Medicaid participant, Serenity Care PACE will continue to furnish the disputed services until the issuance of the final determination if the following conditions are met:

   a. the IDT is proposing to terminate or reduce services currently being furnished to the participant; and

   b. the participant requests continuation with the understanding that they may be liable for the costs of the contested services if the determination is not made in their favor.

F. A participant's written or oral appeal shall be documented in the participant's medical record including:

   a. the service/lack of service to which the appeal relates,

   b. the date/time it was received,

   c. whether the appeal is a standard or expedited appeal,

   d. any documentation related to the extension of an expedited appeal, including the participant's request for an extension or the Board of Hearing's approval of the request for an extension, and

   e. Serenity Care PACE's written and oral response acknowledging receipt of the appeal.

III. Third-party Review of Appeal

A. Serenity Care PACE shall identify an impartial third party to review the appeal. The third party must meet the following criteria:

   a. appropriately credentialed in the field(s) or discipline(s) related to the appeal;

   b. not involved in the original action related to the SDR or request for payment; and

   c. does not have a stake in the outcome of the appeal.

B. Serenity Care PACE shall provide written or electronic materials to the third party that explain the following:

   a. That services must be provided to PACE participants in a manner consistent with §460.92 and §460.98, including:

      i. Required services for all PACE participants include all Medicare-covered services, all Medicaid-covered services as specified in Massachusetts's approved Medicaid plan, and other services determined necessary by Serenity Care PACE's IDT to improve and maintain the participant's overall health;

      ii. The IDT's decision to deny services based on an assessment which takes into account the participant's current medical, physical, emotional, and social needs; and current clinical practice guidelines and professional standards applicable to the particular service; and

      iii. Serenity Care PACE must furnish comprehensive medical, health and social services that integrate acute and long-term care that meet the needs of each participant across all care settings, 24 hours a day, every day of the year.

   b. Medicare and Medicaid benefit limitations and conditions relating to amount, duration, scope of services, deductibles, copayments, coinsurance, or other cost-sharing do not apply.

   c. Decisions by the third party shall be reasonable and medically necessary as mandated by section 1862(a)(1)(A) of the Social Security Act.

C. Serenity Care PACE shall provide the third party with all relevant and necessary information required to render a decision, including any evidence provided by parties involved in the appeal, including arranging for any of the parties involved in the appeal to present evidence in person if desired.

D. The third party shall render its determination in time to allow Serenity Care PACE to respond to the appeal as expeditiously as the participant's health requires; but

a. for expedited appeals, no later than 72 hours, plus up to 14 days if applicable, after receipt of the appeal; or

b. for standard appeals, no later than 30 calendar days after receipt of the appeal.

E. All documentation related to the third party's involvement in the appeals process should be maintained in the participant's medical record including:

a. Identification of the third party;

b. Information shared with the third party in the PACE benefit package and coverage requirements;

c. All relevant and necessary information shared with the third party required to render a decision, including any evidence provided by parties involved in the appeal; and

d. The third party's decision.

IV. Notification of Third-Party Decision

A. In the event that the third party rules in favor of the participant,

a. Serenity Care PACE shall notify the participant of the decision, orally and in writing, including an explanation of the conditions of approval in understandable language, as expeditiously as the participant's health condition requires; but

i. for expedited appeals, no later than 72 hours, plus up to 14 days if applicable, after receipt of the appeal; or

ii. for standard appeals, no later than 30 calendar days after receipt of the appeal.

b. The disputed service(s) or denied payment shall either be provided as expeditiously as the participant's health condition requires, or reimbursed, as expeditiously as possible.

B. In the event that the third party upholds Serenity Care PACE's decision,

a. Serenity Care PACE shall notify, orally and in writing, at the time the decision is made, the participant, Serenity Care PACE's CMS Account Manager, and MassHealth Care Coordinator.

b. In all cases, this notification must occur as expeditiously as the participant's health condition requires; but

i. for expedited appeals, no later than 72 hours, plus up to 14 days if applicable, after receipt of the appeal; or

ii. for standard appeals, no later than 30 calendar days after receipt of the appeal.

c. This notification shall include the specific reason(s) for the third-party's decision to uphold Serenity Care PACE's denial of service or payment; and in the event of a service denial, the reason(s) why the service would not improve or maintain the participant's overall health status.

d. If the third party's determination is wholly or partially adverse to the participant, Serenity Care PACE also shall inform the participant, orally and in writing, of their additional appeal rights under Medicare and/or Medicaid managed care.

e. All documentation related to the third party's involvement in the appeals process should be maintained in the participant's medical record including the date and time of the appeal decision notification.

V. Opportunity to Pursue Additional Appeal under Medicare or Medicaid

A. If the participant chooses to pursue the next level of appeal, Serenity Care PACE shall assist them to choose between the Medicare and Medicaid appeals processes if both are applicable and forward the appeal to the appropriate external entity.

a. Medicare-only participants can appeal to the Medicare IRE and Serenity Care PACE shall forward the appeal to MAXIMUS Federal (instructions for filing appeal are at: https://www.medicareappeal.com/PACE) or C2C Innovative Solutions, Inc. within 60 calendar days from the date of the decision by the third party.

b. Medicaid-only participants can appeal to the Board of Hearings and Serenity Care PACE shall forward the appeal to the Board of Hearings within 30 calendar days from the date of the decision of the third party. The Fair Hearing Request Form is sent to:

Board of Hearings, Office of Medicaid
100 Hancock Street, 6th Floor
Quincy, MA 02171
Phone: 1-617-847-1200 or 1-800-655-0388
Fax: 1-617-847-1204

c. Dual-eligible participants may choose between the Medicare IRE level appeal and Medicaid State Fair Hearing process. Serenity Care PACE will assist the participant in choosing which appeals process to pursue and forward the appeal accordingly within one or the other timeframe specified above.

VI. Appeal of a Decision to Deny Enrollment or Proceed with Involuntary Disenrollment

A. If a prospective participant is denied enrollment or a participant is notified of involuntary disenrollment, the impacted individual, would not utilize Serenity Care PACE's internal appeals process but would appeal the decision directly to the State (see Enrollment and Disenrollment Policies and Procedures).

VII. Tracking, Analysis and Reporting

A. Information on all appeals shall be shared with Serenity Care PACE's Quality Team to maintain, aggregate and analyze information related to appeals.

a. This information shall be used to populate the Appeal Requests Audit Data Universe.

b. All appeals and related documentation shall be maintained by Serenity Care PACE's Quality Team in participants' medical records.

c. Appeals data shall be reviewed on a quarterly basis by Serenity Care PACE Quality Team.

d. Appeals data shall be shared on a semi-annual basis with Serenity Care PACE's Board of Directors.

e. Appeals data shall be utilized in Serenity Care PACE's internal quality improvement program.

f. Appeals data shall be reported to CMS via the HPMS PACE monitoring module consistent with PACE Quality Data reporting requirements and for audit purposes, and to the State Administering Agency consistent with state requirements.

Waste Fraud and Abuse Policy

Purpose

- To ensure that Serenity Care PACE has a policy and procedure in place to prevent fraud, waste, and abuse.

Definitions

- **Fraud:** The intentional deception or misrepresentation that an individual knows, or should know, to be false, or does not believe to be true, and makes, knowing that deception could result in some unauthorized benefit to themselves or some other persons.
- **Waste:** Acting with gross negligence or reckless disregard for the truth in a manner that results in overutilization of services or unnecessary costs.
- **Abuse:** Those incidents that are inconsistent with sound fiscal, business, or medical practices.

Policy

- Serenity Care PACE embraces a culture and enforces policies and procedures that prevent fraud, waste, and abuse.

False Claim Act

- It is in violation of the False Claims Act to knowingly present, or cause to be presented to the federal government a false or fraudulent claim. In addition, the False Claims Act prohibits knowingly making or using a false record or statement to get a false or fraudulent claim paid or approved.
- OIG Exclusion List is reviewed monthly for all Providers that prescribe medications.
- Fraud, Waste, and Abuse training is provided to all staff, including providers that prescribe medications.fax

How to Report Fraud, Waste, and Abuse –

- **Confidential Hotline (413) 301-9314**

PART D Fraud Waste and Abuse Program

Medicare Part D

- Medicare offers prescription drug coverage to everyone with Medicare. To get Medicare prescription drug coverage, you must join a plan run by an insurance company or other private company approved by Medicare. Each plan can vary in cost and drugs covered.
- Serenity Care PACE uses only approved on-site primary care providers (PCP) to write prescriptions for Serenity Care PACE participants; no community-based PCPs are used. The only exception is “out of network claims or prescriptions” which are reviewed by the Serenity Care PACE’s PCPs and only filled when PCP approval is obtained.

PROCEDURE

A. All prescriptions are reordered in the Electronic Medical Record (EMR).

B. Participant medication profile is updated in the EMR.

C. If the medication is prescribed by an outside specialist, it is reviewed by Serenity Care PACE. If approved, a Serenity Care PACE prescriber will then prescribe the medication through the EMR.

D. If a participant attempts to fill a prescription from an outside prescriber, Serenity Care PACE will be notified for prior authorization by the Pharmacy Benefit Manager (PBM).

E. Serenity Care PACE prescriptions are electronically submitted to the contracted pharmacy, Reliant Care Solutions.

F. Prescriptions for scheduled drugs are verified with MassPAT and are printed and faxed to Reliant Care Solutions.

G. Serenity Care PACE prescriber may send prescriptions to local pharmacies as needed.

H. Prescriptions are reviewed for accuracy by the Serenity Care PACE Medication Nurse and Reliant Care Solutions before being filled.

I. All prescriptions are filled and delivered by common carrier to Serenity Care PACE or to the participants' homes.

J. All medications delivered to Serenity Care PACE are verified by Serenity Care PACE upon receipt.

K. Participants sign an acknowledgment of receipt when accepting medication delivery from Serenity Care PACE.

L. Reliant Care Solutions tracks delivery of medications to participants' homes and is able to produce reports upon request.

M. Medications set to be delivered to participants' homes are sent by common carrier by Reliant Care Solutions two days prior to submitting claims to the PBM to allow for verification of delivery unless extenuating circumstances require an extension for claim submission.

N. Each prescription is part of the participant's EMR.

O. The interdisciplinary team reviews participant medications on on-going basis with input from Reliant Care Solutions (e.g. new therapy, re-fill request response).

P. Serenity Care PACE monitors participant medications during routine nursing visits and/or PCP visits.

Q. Medications are reconciled after every institutional discharge and as needed.

R. A sample of prescription to PDE submissions are reviewed for accuracy, on a regular basis.