



CONTRACTED PROVIDER SERVICES MANUAL

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.**



Welcome

This manual provides an overview of the PACE program and a description of **your role and responsibilities as an InnovAge PACE Contracted Provider.**



Welcome to InnovAge PACE*! As a Contracted Provider of services, you have an important role in the InnovAge 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 InnovAge 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 an InnovAge PACE Contracted Provider. Nothing within this Manual is intended, nor shall it be construed, to create a relationship of employment between you and InnovAge PACE, or to confer any implied legal right upon you. In the event of an actual or perceived conflict between the contents of this Manual and the terms of your Provider Agreement with InnovAge PACE, the terms of the Provider Agreement shall control. 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 InnovAge PACE Provider network, we look forward to working with you and your staff!

Sincerely,

The InnovAge Team

**In Pennsylvania, PACE is known as LIFE (Living Independence for the Elderly).*

Table of Contents

Definitions and Acronyms	4
PART I Introduction to InnovAge PACE.....	6
Chapter 1: Overview of InnovAge PACE.....	6
1.1 Program Overview	6
1.2 Goals of InnovAge PACE	6
1.3 Eligibility	6
PART II Provision of Services.....	7
Chapter 2: Overview of Healthcare Services	7
2.1 Primary Care	7
2.2 The Role of the Primary Care Provider.....	8
2.3 Social Services	8
2.4 Restorative Therapies.....	9
2.5 Medication Services	10
2.6 Transportation	11
2.7 Wound Care.....	12
2.8 Palliative Care Services	12
2.9 Interpreter/Translation Services.....	13
Chapter 3: Provision of Contracted Services.....	14
3.1 Authorizations	14
3.2 Emergency Care	15
3.3 Quality Improvement	15
3.4 Participant Rights, Grievances and Appeals	15
3.5 Service Determination Requests	15
3.6 Provider Credentialing	16
3.7 Direct Participant Care.....	16
3.8 Corporate Compliance.....	16
Chapter 4: Guidelines for InnovAge PACE Participants Requiring Surgery.....	17
4.1 Escorts	17
4.2 Surgery.....	17

Table of Contents *continued*

4.3 Communicating with Participants and Caregivers.....	17
4.4 Post Hospitalization Follow-Up	17
Chapter 5: Information for Contracted Housing Providers.....	18
5.1 How Behavioral Health works in PACE	18
5.2 Behavioral Health Team Members & Roles	18
5.3 Oversight of Contracted Housing Providers	19
5.4 Partnership Responsibilities	20
5.5 PACE Center Protocols.....	22
5.6 Supplies	23
5.7 Incidents and Fall Reporting Requirements.....	24
5.8 Infection and Infestation Reporting.....	24
PART III Payment.....	25
Chapter 6: Provider Claims Filing and Benefit Information	25
6.1 Billing	25
6.2 Assisted Living Rates	25
6.3 Acceptance of Payment.....	26
6.4 Participant Share of Housing Cost.....	26
APPENDIX A: Participant Bill of Rights	28
APPENDIX B: Grievance Process	32
APPENDIX C: Appeals Process.....	37
APPENDIX D: PACE Center Contacts.....	39
APPENDIX E: InnovAge Code of Conduct	42
APPENDIX F: InnovAge Fraud, Waste and Abuse Policy	45

Definitions and Acronyms

Appeal – An Appeal is defined as the Participant or designated representative’s action taken with respect to InnovAge PACE’s non-coverage of, or nonpayment for a service, including denials, reductions, or termination of services.

Assessment – The process by which members of the Interdisciplinary Team evaluate the Participant’s medical, functional, psychosocial, and cognitive needs. This evaluation includes physical functioning and ability, medication use, Participant preferences for care, availability of representative support, dental and nutritional status, and an evaluation of the Participant’s home environment, including the need for assistive devices.

Benefits – The Healthcare Services and Non-Medical Services InnovAge PACE provides Participants after they sign the Enrollment Agreement. These Benefits include:

- (1) All Medicare-covered services;
- (2) All Medicaid-covered services; and
- (3) Other services determined necessary by the interdisciplinary team to improve and maintain the participant’s overall health status.

Contracted Housing Provider – Any licensed Skilled Nursing Home, Assisted Living Residence and Residential Care Facility for the Elderly contracted with InnovAge PACE to provide housing and related care services to InnovAge PACE Participants.

Contracted Provider – Any licensed physician, mid-level provider, or other health care professional contracted with InnovAge PACE to provide Healthcare Services, Hospital Services, or Non-Medical Services to InnovAge PACE Participants.

DME – Durable Medical Equipment.

Emergency Care – Services that are needed immediately because of an injury or sudden illness and the time required to reach the PACE organization or one of its Contracted Providers would cause risk of permanent damage to the Participant’s health.

Grievance – A complaint, either written or oral, expressing dissatisfaction with service delivery or the quality of care furnished.

Healthcare Services – Comprehensive medical, health, and social services that integrate acute and long-term care. These services are primarily furnished in the PACE Center. Participants may also receive these services in acute and long-term care hospitals, assisted living, or nursing home settings as authorized by the interdisciplinary team.

Hospital Services – Inpatient and outpatient services usually provided in general acute care hospitals.

Interdisciplinary Team (IDT) – The Participant’s care is planned and directed by the Interdisciplinary Team that consists of the PACE Center manager or director, primary care physicians, registered nurses, physical therapists, occupational therapists, activities specialists, registered dietitians, social workers, home care coordinators, and transportation coordinators. Care is focused on preventive services and functional maintenance as well as ongoing medical care. Periodic Assessment by the full Interdisciplinary Team keeps the care plan and service delivery on track.

Non-Medical Services – Services that help a Participant stay as independent as possible. Such services include personal care, homemaker service, recreational therapy, and transportation to and from the PACE Center.

Definitions and Acronyms *continued*

PACE – Program of All-Inclusive Care for the Elderly. A program that provides comprehensive medical and social services to certain frail, community-dwelling elderly individuals, most of whom are dually eligible for Medicare and Medicaid benefits. In some jurisdictions, like Pennsylvania, PACE is referred to as the “Living Independence for the Elderly” program, or LIFE.

PACE Center – InnovAge PACE facilities which includes a primary care clinic, and areas for therapeutic recreation, restorative therapies, socialization, personal care, and dining, and which serves as the focal point for coordination and provision of most PACE services.

Palliative Care – Health care and support for terminally ill Participants and their families.

Participant – An individual who is enrolled in the InnovAge PACE Program.

Primary Care Provider (PCP) – Primary medical care must be furnished to a PACE Participant by a PACE primary care physician or nurse practitioner.

PT/OT/ST – Physical Therapy, Occupational Therapy, and Speech Therapy, respectively.

Service Determination Request (SDR) – A service determination request is a request by a participant, the participant’s designated representative or caregiver to initiate, modify an existing service, including to increase, reduce, eliminate, or otherwise change a service, or to continue a service.

Triad: A leadership group established at each center, composed of the Center Director, Center Medical Director, and Nursing Services Supervisor. The Triad works collaboratively to provide strategic leadership, clinical oversight, and operational management. As core members of the Interdisciplinary Team (IDT), the Triad ensures alignment across disciplines to support comprehensive, person-centered care.

RN Case Manager: A Registered Nurse responsible for coordinating patient transitions from the hospital to the center. The RN Case Manager works closely with hospital discharge teams to ensure that the Participant, clinical staff, and facility staff are fully informed and prepared for the participant’s arrival. Their role is essential in supporting continuity of care, facilitating safe discharges, and ensuring all medical and logistical needs are addressed.

Introduction to InnovAge

Chapter 1: Overview of InnovAge PACE

1.1 Program Overview

InnovAge PACE is an all-inclusive healthcare program designed to help people age in place. Individuals aged 55 and older receive customized healthcare and social support at a PACE Center located near their home. The PACE healthcare model is designed as an alternative to nursing home care, which allows individuals to receive coordinated care in a community setting. Once a Participant is enrolled in InnovAge PACE, InnovAge PACE becomes the sole provider of services.

This assures a consistent and comprehensive approach to Participants' care. InnovAge PACE Participants must receive all needed healthcare, including primary care and specialist physician services (other than Emergency services), from InnovAge PACE or a person or company authorized by and contracted with InnovAge PACE. InnovAge PACE Participants may be personally liable for the costs of any services not ordered or authorized by InnovAge PACE.

PACE programs receive capitated funding from Medicare and Medicaid. This capitated funding supports providers in delivering all services Participants need rather than limiting them to services reimbursable under Medicare and Medicaid fee-for-service plans. Most PACE Participants are eligible for both Medicare and Medicaid and enjoy PACE at low or no cost. To qualify for PACE, individuals must meet certain financial and functional requirements.

The mission of InnovAge is to allow seniors to live life on their terms – by aging in place, in their own homes and communities, for as long and as safely as possible. Our passion and mission is to help frail seniors age in their own homes with dignity. InnovAge has done this through PACE for more than 20 years.

As the nation's largest PACE organization, InnovAge is dedicated to expanding this successful program to serve as many seniors as possible across the country.

1.2 Goals of InnovAge PACE

- To maximize the independence, dignity, and respect of PACE Participants
- To help PACE Participants remain independent and improve their quality of life
- To provide coordinated quality health care to PACE Participants
- To keep PACE Participants living safely in their homes and communities as long as possible

1.3 Eligibility

InnovAge offers PACE in multiple states. Generally, to qualify for PACE, an individual must meet the following:

- Be 55 years of age or older;
- Be determined to need nursing home level of care;
- Reside in the InnovAge PACE service area;
- Be able to live in a community setting at the time of enrollment without jeopardizing his/her health or safety;
- Meet any additional program-specific eligibility conditions imposed by the State in which the program operates.

In Pennsylvania, PACE is known as LIFE (Living Independence for the Elderly).

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

Chapter 2: Overview of Healthcare Services

InnovAge 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 InnovAge PACE, or from a person or company contracted with InnovAge PACE and authorized to provide the necessary services.

The following services are typically provided to Participants by InnovAge PACE, either at the PACE center, in Participants' homes, or in an inpatient setting, as determined by the Interdisciplinary Team.

- Primary care and nursing services
- Social services
- Restorative therapies (includes 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 the Interdisciplinary Team. These services are typically provided at the Contracted Provider's place of business, at the PACE Center, as directed by the Interdisciplinary Team:

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

2.1 Primary Care

Primary care services are provided at the clinics within each PACE center. In the first 30 days after enrollment, Participants are scheduled for a comprehensive Assessment by members of the IDT. Assessments are completed by a physician or nurse practitioner every six months thereafter. Participants will also be seen by a registered nurse. Participants are scheduled for additional clinic appointments as needed.

InnovAge PACE clinics provide triage services both in person and over the phone. If a Participant is ill, please contact InnovAge; our staff can be reached by calling the center phone number 24 hours per day, 365 days per year. If a Participant is at the PACE Center and is ill, the Participant will be triaged at the PACE Center. During the triage process the nurse will determine if it is necessary for the Participant to be seen by a provider and the time frame in which the appointment should be scheduled. After hours medical needs will be addressed by the InnovAge after-hour team, which includes RNs and on-call providers.

Advanced directives are addressed upon enrollment and every six months by the Participant's PCP in the clinic. If an InnovAge PACE Participant indicates they would like to change their advanced directive, please notify InnovAge PACE.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

Access to a primary care provider will be available 24 hours a day, 365 days/year.

2.2 The Role of the Primary Care Provider

InnovAge PACE will provide primary medical care services for all Participants enrolled in InnovAge PACE. A Primary Care Provider (PCP) is assigned to each Participant within each PACE Center, who will be responsible for that Participant's medical care. Access to a Primary Care Provider will be available 24 hours a day, 365 days/year.

All decisions regarding medical care will be made after discussion between the PCP, or his/her designee, the Participant, or her/his caregiver, and other members of the Interdisciplinary Team when appropriate. The Participant's wishes, as stated by the Participant or their legally-authorized representative (in the case of incapacity of the Participant) will be followed by the Primary Care Provider.

Primary care teams may include both physicians and nurse practitioners. Each Participant's medical record will identify the Participant's assigned PCP. The Interdisciplinary Team will perform an initial Assessment upon the Participant's enrollment with InnovAge PACE, as well as reassessments every six months thereafter. Where permitted by applicable law, nurse practitioners, in collaboration with the Medical Director or staff physicians, may also conduct initial Assessments, periodic Assessments and unscheduled Assessments. The PCP, in collaboration with the clinic team, will participate in the updating of the care plan, ordering of treatments and diagnostic testing, interacting with families and the IDT about the Participant's health, attending representative meetings as needed, and coordination of care with InnovAge's Contracted Providers and Contracted Housing Providers. Referrals to all medical specialists and consultants will be done by the Interdisciplinary Team. The PCP will also review the reports of the consultants, laboratory, radiology, or any other reports concerning the Participants.

2.3 Social Services

InnovAge 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 focuses on support of facility placement needs and coordinating psychosocial needs with Participants and their caregivers on behalf of the Interdisciplinary Team..

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

These meetings are held monthly and are designed to ensure consistent collaboration on all Participants living in an assisted living or nursing home setting.

Emotional support

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

Care Navigation

Social workers are skilled at navigating both InnovAge PACE and community systems and utilize that knowledge in support of Participants. While this is often used on behalf of Participants when interacting with outside resources, MSWs also frequently guide and teach Participants as it relates to navigation of community resources and referral support.

Social workers have contact with Participants as clinically indicated, but no less than every 6 months for routine Assessments. Contact can occur in home, at the PACE Center, and in assisted living and nursing home settings.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

2.4 Restorative Therapies

Physical Therapy

Physical Therapy (PT) can provide services at the frequency that is needed for the Participant's condition. Communication with the primary caregiver is an important part of the treatment process. InnovAge PACE PT provides facility visits and education with the caregivers on a regular basis and strongly encourage input. InnovAge PACE may provide needed DME to assist with mobility, skin integrity, foot care, and Participants at a high risk of falls. DME provision varies state by state. Please speak with the PACE Center Director about your state's current practice.

- **InnovAge PACE PT team** is part of the wound care team, which assesses and treats the wound for optimal healing. PT's role is to monitor positioning and skin pressure, especially at bony prominences.

Occupational Therapy

Occupational Therapy (OT) services are provided primarily at the PACE Center.

- **Assisted Living Facilities:** InnovAge PACE provides all the appropriate DME for InnovAge PACE Participants. Also, InnovAge PACE will provide training to assisted living staff on an "as needed" basis. Please contact InnovAge PACE OT staff if there are any problems or concerns regarding the Participant's status.

- **Skilled Nursing Facilities:** Per contractual agreement, and in accordance with applicable state and federal law, nursing homes provide DME for InnovAge PACE Participants. This includes items such as wheelchairs, cushions, walkers, hospital beds, air mattresses, etc. InnovAge PACE OT staff will recommend or consult with nursing home staff to determine optimal DME. InnovAge PACE may be able to provide specialty DME if the IDT determines it is medically necessary and/or will improve and maintain the participant's overall health status.

Speech Therapy

Speech Therapy (ST) serves all InnovAge PACE Centers for diet and liquid texture monitoring and ST as needed. ST services are provided primarily at the PACE Center. Speech therapists will travel to InnovAge PACE Contracted Housing Providers when a physician's order is received for ST evaluations and will travel to certain facilities when there are multiple medical needs for a Participant for monitoring swallowing concerns and needs for ST treatments.



CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

2.5 Medication Services

All prescription drugs and prescribed over-the-counter medications are included as part of Participants' InnovAge PACE benefit, if authorized by the IDT and included in the Participant's plan of care. InnovAge PACE contracts with a pharmacy through which all prescriptions are filled. In some instances, with InnovAge's prior approval, prescriptions may be filled through a Contracted Housing Facility's contracted pharmacy or a local pharmacy in your neighborhood. Please discuss pharmacy contracting policies with the PACE Center Director.

If needed, medications may be administered by InnovAge 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 InnovAge PACE staff member. Participants residing in assisted living and nursing homes will have new orders faxed to the facility by the InnovAge PACE clinic. The InnovAge PACE clinic will place a phone call to the facility to verify receipt of fax transmissions.

Refill orders for medication

All pharmacy services to InnovAge PACE Centers will be provided by InnovAge's contracted pharmacy providers, either InnservioRx or Grane Supply, Inc. dba Grane Rx depending on your Center.

- InnservioRx phone number: 888-974-2763 ext 7777
- Grane Rx phone number: 877-368-0304
- Grane Rx Fax number: 866-645-6337

All medications are delivered by a national (FedEx/UPS) or a local courier.

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.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services



Transportation is provided to participants for medical services. **InnovAge PACE drivers are highly trained and are important members of the care team.**

2.6 Transportation

Transportation is provided to Participants for medical services. InnovAge 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 with 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).

InnovAge 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. For example, if a Participant took alternative transportation to the PACE Center via taxicab or RTD, they will be expected to utilize that mode of transportation to return to their destination. Unforeseen circumstances will be evaluated on a case-by-case basis.

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, 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.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

2.7 Wound Care

The InnovAge 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 InnovAge PACE's Contracted Providers to promote optimal outcomes and healing. As deemed necessary, the wound care team will utilize DME and positioning devices. InnovAge 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.

2.8 Palliative and Comfort Care Services

InnovAge 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 InnovAge PACE Comfort Care Team can provide care through end of life with similar components of a hospice program. The InnovAge PACE Comfort Care Team 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 InnovAge PACE with hospice or Palliative Care recommendations.

When a Participant is utilizing the InnovAge PACE Comfort Care Team while residing in an assisted living facility or nursing home, InnovAge PACE relies on the care staff of these facilities to continue to provide daily protective oversight and care to Participants. InnovAge PACE will continue to provide on-going documentation in the Participant's medical record so that staff are aware of the plan of care. The plan of care will include the names and contact numbers of the InnovAge PACE Comfort Care Team. The plan of care will change as the Participant's needs change. The Participant's established interdisciplinary team, including PCP, social worker, and home care staff as needed, in addition to a registered nurse with special expertise in end-of-life care.

Note that hospice is a Medicare benefit that is an alternative to PACE. Electing enrollment in any other



Medicare plans, including hospice, is considered a voluntary disenrollment from InnovAge PACE.

Contracted Providers should bill InnovAge directly for all palliative or hospice services provided to Participants. It is imperative that Contracted Providers of palliative or hospice services not bill Medicare or submit a Notice of Election of the Medicare Hospice Benefit for any InnovAge Participant, as doing so will cause that Participant to be automatically disenrolled from PACE.

At time of death

When a Participant on the InnovAge PACE Comfort Care Team program passes away, the assisted living or nursing home provider needs to notify the PACE Center or call the after-hours line if outside of normal business hours. The Contracted Housing Provider will need to request that the InnovAge on-call physician be paged if calling after hours. Please specify that the Participant who passed away was on Palliative Care. The physician or on-call physician will declare the death via phone. The assisted living or nursing home provider should continue to follow their own policies and procedures for notification of death. The InnovAge PACE social worker and/or Chaplain may be available to provide additional support if requested by the Participant's personal representative.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

2.9 Interpreter/Translation Services:

Some InnovAge PACE participants may need help communicating with their Providers. If you are serving an InnovAge PACE participant who speaks another language and an interpret is not already scheduled by InnovAge PACE, call the center main line to access an interpreter. InnovAge PACE will also schedule an American Sign Language interpreter to assist members who are deaf or hard of hearing and are versed in sign language. These services are available at no cost to providers or InnovAge PACE Participants.

InnovAge has a dedicated Interpreter Service that has interpreters available for more than 140 languages, 24 hours a day, seven days a week.

Below are a few guidelines that result in better communication when using an interpreter:

- Keep your sentences short and concise. The longer and more complex your sentences, the less accurate the interpretation. When possible, avoid use of medical terminology that is unlikely to translate well.
- Ask key questions several different ways. This increases the chance that you are obtaining a response to exactly what you need to know.
- Be sensitive to potential embarrassment or reticence. It is possible that your question or statements were not accurately translated or understood by the InnovAge PACE participant.
- Ask InnovAge PACE participants to repeat the instructions you have given. This is a double check on how well they have understood. Providers can communicate with some hearing-impaired Members in writing during office visits.



CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

Chapter 3: Provision of Contracted Services

InnovAge 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 InnovAge 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 InnovAge PACE and its Contracted Providers and Contracted Housing Providers.

3.1 Authorizations

Contracted Providers and Contracted Housing Providers may only furnish those services that are authorized by the InnovAge PACE Interdisciplinary Team. The only exception is Emergency Care, which is addressed in Section 3.2, below.

Authorization Request Process

Provider requesting services:

- Any Contracted Provider wishing to deliver additional services outside of the services already authorized by InnovAge 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 to refer a Participant to another Contracted Provider should do so through a recommendation in their consult/care notes.
- All recommendations should be sent to InnovAge within 24 hours of the encounter to which the recommendation relates. All other consult/care notes should be sent to InnovAge

in a timely manner, in no event more than seven days after an encounter. When a referral to another Contracted Provider is recommended, the Interdisciplinary Team will authorize the services and make the referral directly with the provider on behalf of the Participant.

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 InnovAge PACE, the following applies:
 - (a) Allowed Charges from InnovAge PACE must be accepted as full payment for services delivered to Participants; and
 - (b) 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 InnovAge PACE provider agreement for all unauthorized expenses.
- Contracted Providers and Contracted Housing Providers may not assign their contract with InnovAge or delegate duties under that contract without InnovAge's prior written approval.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

3.2 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. Each PACE Center also has an on-call provider available 24 hours a day, seven days a week. The PACE clinics are open during normal business hours of 8 a.m. to 4:30 p.m. 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.

3.3 Quality Improvement

InnovAge 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. InnovAge PACE documents and disseminates the results from quality improvement activities to its Board of Directors and regulators. Additionally, InnovAge PACE must meet quality assessment and reporting requirements as specified by CMS or the State administering agency. All InnovAge staff and Contracted Providers are expected to participate in the InnovAge 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 request to InnovAge.

3.4 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 InnovAge's Participant Bill of Rights, which is included at 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 InnovAge. InnovAge's grievance and appeals processes are included at 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 InnovAge.

3.5 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 InnovAge that provides direct care to a Participant. The PCP or the Center Director for InnovAge 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 InnovAge IDT will review and discuss the service determination request and decide to approve, deny, or partially deny the request based on that review. The InnovAge 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.



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.**

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

3.6 Provider Credentialing

InnovAge 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 following NCQA Guidelines.

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 InnovAge 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

InnovAge and a Contracted Provider may enter an agreement 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.

3.7 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/BLS & First Aid certification in accordance with InnovAge Policy.
- Complete pre-employment physical 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.
- Evidence of one year experience working with frail or elderly population OR completion of geriatric specific training.
- 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. Must also complete skills assessment annually.

If you have any questions regarding these requirements and how they might apply to you and your staff, please contact the PACE Center Director.

Providers are required to enroll in CAQH to streamline credentialing process [HYPERLINK "https://proview.caqh.org/pr/registration"](https://proview.caqh.org/pr/registration) CAQH Proview registration link.

Providers are required to be enrolled in Medicare and Medicaid in accordance with state regulations.

3.8 Corporate Compliance

InnovAge PACE is committed to providing the highest quality care to our Participants and ensuring we do so in compliance with all applicable laws, regulations, policies, and ethical standards and expects the same of its Contracted Providers. Accordingly, Contracted Providers are expected to abide by the requirements set forth in Appendix E "InnovAge Code of Conduct" and Appendix F "InnovAge Fraud, Waste and Abuse Policy."

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

Chapter 4: Guidelines for InnovAge PACE Participants Requiring Surgery

InnovAge PACE wants to ensure Participant-centered care for all PACE Participants by providing some guidelines toward effectively utilizing the resources of InnovAge PACE and the expertise of our surgical consultants. A few simple principles supply the foundation for consultative management of InnovAge PACE Participants and will be utilized to guide the management of care. These principles are as follows:

- **Primary concern for Participant welfare**
- **Mutual respect**
- **Open communication**
- **Open-mindedness**

4.1 Escorts

Participants may be transferred and accompanied by an escort to surgery as deemed necessary and appropriate by the IDT. An escort is solely available for the transfer and accompaniment needs of the Participant and is not able to sign any paperwork on behalf of the Participant or the responsible party for any purpose. The provider will need to fax any paperwork requiring signatures to the PACE clinic to sign.

4.2 Surgery

When surgical intervention is recommended, the consulting physician and InnovAge PACE PCP will discuss the risks and benefits and will agree on the proposed treatment plan. The surgeon will have primary responsibility for presenting the proposed intervention to the Participant and their caregiver, obtaining informed consent, and answering any questions the Participant or their caregiver may have.

The InnovAge PACE PCP will coordinate all preoperative care and evaluation, and obtain any additional consultation required.

During surgery and any post-operative hospitalization period, the surgeon will be the attending physician with primary responsibility for management of the Participant. Following the immediate post-operative period, the InnovAge PACE PCP will consult with the surgeon related to management of the surgical condition. If there is concern that the surgical condition remains unstable, either physician may request additional consultation to address ongoing management of the condition.

The surgeon and InnovAge PACE PCP will work together to delineate the care needs during the

post-operative period. When InnovAge PACE resources can effectively meet those needs in a non-hospital setting, InnovAge will collaborate with hospital staff on appropriate discharge arrangements.

4.3 Communicating with Participant and Caregivers

With the resources available to InnovAge PACE for RN Case Manager post-hospitalization management, InnovAge PACE is generally able to discharge Participants with enhanced outpatient support or to transitional care and can do so without compromising Participant care. Because of this, it is important to discuss care in terms of types of services rather than length of stay.

4.4 Post Hospitalization Follow-Up

Because of the close follow-up of InnovAge PACE Participants through the PACE Center with physician, nursing, and rehabilitation evaluation and treatment available five days a week, standard post-hospitalization follow-up is often not required. For those PACE participants requiring close monitoring at time of discharge from hospital to home, additional support services such as home care and visiting after hours nurses may be available. Necessity for these services will typically be determined and coordinated through InnovAge PACE case managers and/or PCP. InnovAge PACE requests that PACE consultants work with the InnovAge PACE PCP to maximize the effectiveness of our PACE Center monitoring, including educating the InnovAge PCP about special concerns or frequently encountered problems. At the same time, InnovAge PACE PCPs will work to ensure that the consultant is aware of and has the opportunity to see and evaluate those problems directly related to the care they have provided.

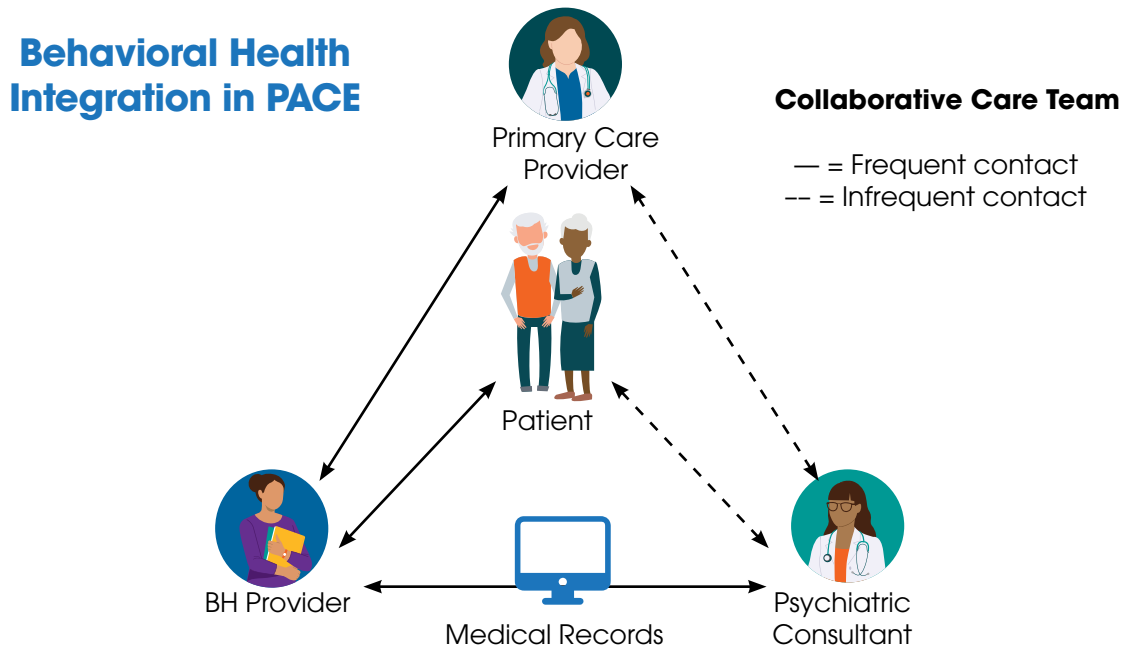
CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

Chapter 5: Behavioral Health Integration in PACE

5.1 How Behavioral Health works in PACE:

The Behavioral Health team collaborates closely with InnovAge's PACE Interdisciplinary Team to support participants' physical, emotional and social well-being. By integrating with Primary Care, the team provides services such as screening, assessment, diagnosis, treatment, and medication management using a solution-focused approach.



5.2 Behavioral Health Team Members and Roles:

Behavioral Health Care Coordinator (BHCC)

An unlicensed professional in graduate-level training, who provides participant support and care coordination through education, coaching, screenings, and supportive listening. BHCCs escalate concerns to licensed providers as needed, assist with internal and external care coordination, manage documentation, data tracking, and utilization review.

Behavioral Health Provider (BHP)

A licensed clinician with a master's or doctoral degree—such as a Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), Licensed Marriage and Family Therapist (LMFT), or Licensed Psychologist (PhD or PsyD)—who conducts assessments, provides diagnoses, develops treatment plans, and delivers individual or group therapy working with a solution focused behavioral lens and may refer to specialty services as appropriate.

Psychiatric Prescriber

A licensed medical professional—such as a Psychiatric Mental Health Nurse Practitioner (PMHNP), Physician Assistant (PA), or Medical Doctor/Doctor of Osteopathic Medicine (MD/DO)—with psychiatric training who evaluates, diagnoses, and manages mental health conditions through medication and collaborates closely with primary care and may refer to specialty services as appropriate.

Please note: These roles are not available at every center. Currently, the PMHNP and BHCC positions are limited to centers in California and Colorado.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

Chapter 5: Information for Contracted Housing Providers

5.3 Oversight of Contracted Housing Providers

InnovAge PACE must ensure that Contracted Housing Providers are in compliance with all state and federal requirements and demonstrate competency in provision of services to InnovAge PACE Participants. InnovAge PACE will provide formal oversight to ensure that all Contracted Housing Providers demonstrate adherence to the terms of the InnovAge PACE Provider Agreement as well as state and federal requirements through competently providing high quality care and services to Participants.

In order to establish and maintain a housing contract with InnovAge 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 InnovAge 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 InnovAge PACE Participants.
- Skilled Nursing Facilities 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 InnovAge.
- InnovAge provides Medications, Supplies and Equipment to PPT's residing in contracted Assisted Living Facilities.

As part of the InnovAge 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 InnovAge 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).

InnovAge PACE inspection findings will be provided to the PACE IDT and the PACE Center Director. If InnovAge 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.

InnovAge 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.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

InnovAge 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 InnovAge 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 InnovAge PACE Participants.

InnovAge 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 InnovAge 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.
- InnovAge 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 InnovAge may result from repetitive violations or breach of contract, or State and/or Federal regulatory agencies' suspension or revocation of Contracted Provider's license.

5.4 Partnership Responsibilities

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

Housing Provider Communication Responsibilities to InnovAge PACE

- **Change in condition of Participant-** Notify triad 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 Triad 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.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

- **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 caregiver to initiate, modify, or to continue a service that InnovAge 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 being provided.
- **Monthly partnership meetings**-The InnovAge PACE Social Worker and members of the Participant's IDT invite assisted living and nursing home providers' administrator/housing manager, nurse/wellness director and other appropriate facility staff to attend partnership meetings on a monthly basis. Contracted Housing Provider attendance at these meetings is imperative, as the care and needs of all Participants residing at the facility are discussed. 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 InnovAge PACE. Clear and visible documentation of PACE Center, Clinic, Physician, and After Hours contact information. Maintain copies of most current Advance Directive, Medication List, treatment records and InnovAge PACE Plan of Care. Participant records must be provided to InnovAge PACE upon request.

InnovAge 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 cancellations of appointments, early or full closures same day or sooner if applicable.
- **Change in InnovAge 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 InnovAge 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.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

5.5 PACE Center Protocols

InnovAge 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 InnovAge PACE services.

Assistive and Durable Medical Equipment

InnovAge 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 InnovAge PACE remains the property of InnovAge PACE. Equipment must always be maintained in proper working order. For the Participant's safety, please contact InnovAge PACE right away if any equipment needs to be repaired or replaced. If a Participant disenrolls from InnovAge PACE, all equipment must be returned to InnovAge PACE. It is the responsibility of Assisted Living Contracted Provider to ensure that InnovAge PACE equipment remains in the Participant's possession and in good working order. If InnovAge PACE equipment is lost, misplaced, damaged or destroyed by the contracted assisted living provider, the provider will need to either replace the equipment or reimburse InnovAge PACE for the loss, at InnovAge's election.

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 InnovAge 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. InnovAge PACE will provide soap, shampoo,

washcloths, and towels. InnovAge PACE is not responsible for lost or stolen articles.

Schedules

InnovAge PACE Centers are open Monday through Friday from 8:00 a.m. to 4:30 p.m. The PACE Centers will be closed on the following holidays: Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and New Year's Day. The PACE Centers also may be closed due to weather, water or power outages and any other reason beyond InnovAge's control. There may be times when the PACE Centers must close because of circumstances that would endanger Participant safety. InnovAge PACE staff will notify Participants by phone if the PACE Center will be closed.

Reasons for Schedule Changes:

- Extreme weather
- Holidays
- Staff education and training days
- Facility Closure (gas leak, power outage, HVAC, etc.)

Modified PACE Center Schedules

Participant safety is always the top priority at InnovAge PACE. From time-to-time, InnovAge 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 InnovAge PACE Main Line at the number listed in Appendix D when you want to know if the PACE Center is operating for normal hours and appointments.

Treatments and Medications

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

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services



Smoking

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

Personal Vehicles

InnovAge 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 InnovAge PACE at a Social Security Office. The InnovAge social worker can help the Participant if they need to disenroll from InnovAge PACE.

Tips or Gifts

InnovAge PACE staff and caregivers cannot accept money or gifts from Participants, providers, or family members of Participants.

5.6 Supplies

InnovAge PACE will provide incontinence supplies and other supplies to Participants residing in a contracted assisted living or residential care facility, as needed. Contracted Housing Providers may order supplies by calling the PACE Center 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.

Oxygen

InnovAge 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.

CONTRACTED PROVIDER SERVICES | PART II

Provision of Services

5.7 Incidents and Fall Reporting Requirements

InnovAge PACE is required to report certain data and information to the Centers for Medicare & Medicaid Services (CMS) and to the State Medicaid Department for use in monitoring the InnovAge PACE's performance, similar to a housing provider's requirement to report all occurrences. InnovAge 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 incidences:



- 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 InnovAge PACE Quality and/or Compliance Department as part of the required investigation and report of findings.

5.6 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 the InnovAge PACE Clinic 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 InnovAge PACE is the facility will share any reports from extermination services and any other action the facility has taken to address the issue. An InnovAge PACE staff member will call the assisted living or nursing home on a monthly basis to monitor until no sightings have occurred for at least 30 days. InnovAge PACE has developed an extensive plan in response to the issue of bed bugs. A copy of this plan will be provided upon reporting bed bugs or at the request of the facility. If the assisted living or nursing home should experience a bed bug infestation, the InnovAge 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.

Payment

Chapter 6: Provider Claims Filing and Benefit Information

In addition to health care and personal needs services, InnovAge 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 Participant's PACE Center Clinic.

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

6.1 Billing

InnovAge's preferred method for claims submission is EDI. Waystar is InnovAge's current Clearinghouse provider, #31182, InnovAge, Total Community Care.

Paper claim submission and Provider appeals can be sent to InnovAge 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. Should contracted provider choose to submit claims electronically, contracted provider should validate claim submission configuration of the claim is accurate through their designated clearing house.

**InnovAge PACE
Claims Processing
PO Box 21931
Eagan, MN 55121**

Claims Direct Phone Line for providers who submit paper claims: 720-382-7015 or 855-542-7622

Billing for services rendered to InnovAge PACE Participants must be submitted to 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 as provided on the participants referral, and itemization of services provided. InnovAge 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 as provided on the participant's referral.. InnovAge PACE has a timely filing period for Payment Reconsideration/appeal of 120 days from the date of payment. If you need assistance completing a CMS claim form, please call the Claims Direct Phone Line listed above. Providers can sign up for EFT with Instamed, at [Instamed.com](https://instamed.com).

6.2 Contracted Housing Rates

Contracted Housing Providers' rates are often based on the rate established by the State Medicaid Agency. In those cases, it is the responsibility of the Contracted Housing Provider to stay abreast of fee schedule changes. As rate adjustments occur, Contracted Housing Providers must submit copies of state notification letters to the claims_mailbox@innovage.com prior to sending claims with the new rates in order to receive any increase. Claims submitted with incorrect entries will be rejected or denied. It is the Contracted Housing Provider's responsibility to timely notify InnovAge PACE of adjustments in the state Medicaid rate.

Payment

6.3 Acceptance of Payment

Contracted Providers and Contracted Housing Providers must accept payment from InnovAge 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 InnovAge does not pay for services performed.

6.4 Participant Share of Housing Cost

InnovAge PACE Participants who reside in assisted living or in permanent placement in a nursing facility are responsible for a share of their housing costs. InnovAge PACE will create and send Supportive Housing Forms to providers indicating the amount of a Participant's share of housing cost (SOC). A sample Supportive Housing Form is included following this section 6.4. The collection of a Participant's SOC is the responsibility of the Contracted Housing Provider. InnovAge 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 InnovAge 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. InnovAge PACE covers the day of admission but does not cover the day of discharge. The calculation for pro-rating is:

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.

Example

Participant housing cost is \$800.00/mo. Participant is discharged from Facility on January 6th (Last full day Participant is in residence).

• Move Out Facility:

- \$800.00 divided by 31 days = \$25.806 (daily housing cost amount)
- \$25.806 times the number of days the Participant is in residence
- \$25.80 X **5 days (1/1 - 1/5 - Discharge date is non-covered)** = \$129.03 housing cost due

• Move In Facility: Participant moves in Facility on January 6th:

- \$800.00 divided by 31 days = \$25.80
- \$25.80 times the number of days the Participant is in residence
- \$25.80 X **26 days (1/6 - 1/31 - Admit date is covered)** = \$670.96 housing cost due

Total Housing Cost Collected

\$129.03 + \$670.96 = \$799.99 InnovAge PACE will not be responsible for paying or collecting pro-rated calculation errors. For any claims questions not addressed on this page please call (720) 382-7015. One of our customer service agents will assist you.

Supportive Housing Authorization and Client Payment

PARTICIPANT NAME _____ DOB: _____

Facility Name: _____

Facility Address: _____

Billing Name: _____

Billing Address: _____

Effective Date: _____ Ending Date: _____

INCOME

Social Security (SSA or OASDI) \$ _____

Supplemental Security Income (SSI) \$ _____

Old Age Pension (OAP) \$ _____

Railroad Retirement Benefits (RRB) \$ _____

Veterans Assistance (VA) \$ _____

Private Pension/Retirement Benefits \$ _____

Annuity: \$ _____

Other (Specify) \$ _____

Other (Specify) \$ _____

Spouse Income considered available to client \$ _____

TOTAL PARTICIPANT GROSS INCOME: \$ 0.00

ALLOWANCES

Personal Needs Allowance (P/N): \$ _____

Community Spousal: \$ _____

Other (Specify): \$ _____

TOTAL PARTICIPANT ALLOWANCES: \$ 0.00

TOTAL AMOUNT OF CO_PAYMENT DUE: \$ 0.00

****YOU ARE RESPONSIBLE FOR REPORTING ALL INCOME CHANGES TO INNOVAGE PACE WITHIN 10 DAYS OF NOTIFICATION. PLEASE SUPPLY THE DOCUMENTATION SHOWING THE NEW INCOME AMOUNT TO YOUR ASSIGNED SOCIAL WORKER.**

Participant/Guardian/Conservatory/POA
Representative Payee/Responsible Party

Date

InnovAge Staff /Medicaid Representative

Date

CONTRACTED PROVIDER SERVICES | APPENDIX A

Participant Bill of Rights

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

At InnovAge PACE, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicaid and Medicare-covered items and services, and other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day, 7 days a week.

Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:

You have the right to treatment.

You have the right to treatment that is both appropriate for your health conditions and provided in a timely manner. **You have the right:**

- To receive all the care and services you need to improve or maintain your overall health condition, and to achieve the best possible physical, emotional, and social well-being.
- To get emergency services when and where you need them without the PACE program's approval. A medical emergency is when you think your health is in serious danger— when every second counts. You may have a bad injury, sudden illness or an illness quickly getting much worse. You can get emergency care anywhere in the United States and you do not need to get permission from InnovAge PACE prior to seeking emergency services.

You have the right to be treated with respect.

You have the right to be treated with dignity and respect at all times, to have all of your care kept private and confidential, and to get compassionate, considerate care. **You have the right:**

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be free from harm. This includes excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged and helped to use your rights in the PACE program.
- To get help, if you need it, to use the Medicare and Medicaid complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to PACE staff about changes in policy and services you think should be made.
- To use a telephone while at the PACE center.
- To not have to do work or services for the PACE program.
- To have all information about your choices for PACE services and treatment explained to you in a language you understand, and in a way that takes into account and respects your cultural beliefs, values, and customs.

CONTRACTED PROVIDER SERVICES | APPENDIX A

Participant Bill of Rights

You have a right to protection against discrimination.

Discrimination is against the law. Every company or agency that works with Medicare and Medicaid must obey the law. **They cannot discriminate against you because of your:**

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

If you think you have been discriminated against for any of these reasons, contact a staff member at the 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, to have this information shared with your designated representative, who is the person you choose to act on your behalf, and to have someone help you make informed health care decisions. **You have the right:**

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the PACE program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- To get marketing materials and PACE participant rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- To have the enrollment agreement fully explained to you in a manner understood by you.
- To get a written copy of your rights from the PACE program. The PACE program must also post these rights in a public place in the PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the PACE program. This includes telling you which services are provided by contractors instead of the 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 be provided with a copy of individuals who provide care-related services not provided directly by InnovAge PACE upon request.
- To look at, or get help to look at, the results of the most recent review of your PACE program. Federal and State agencies review all PACE programs. You also have a right to review how the PACE program plans to correct any problems that are found at inspection.

Before InnovAge PACE starts providing palliative care, comfort care, and end-of-life care services, you have the right to have information about these services fully explained to you. This includes your right to be given, in writing, a complete description of these services and how they are different from the care you have been receiving, and whether these services are in addition to, or instead of, your current services. The information

CONTRACTED PROVIDER SERVICES | APPENDIX A

Participant Bill of Rights

must also explain, in detail, how your current services will be affected if you choose to begin palliative care, comfort care, or end-of-life services. Specifically, it must explain any impact to:

- Physician services, including specialist services.
- Hospital services
- Long-term care services
- Nursing services
- Social services
- Dietary services
- Transportation
- Home care
- Therapy, including physical, occupational, and speech therapy
- Behavioral health
- Diagnostic testing, including imaging and laboratory services
- Medications
- Preventative healthcare services
- PACE center attendance

You have the right to change your mind and take back your consent to receive palliative care, comfort care, or end-of-life care services at any time and for any reason by letting InnovAge Virginia PACE know either verbally or in writing.

You have a right to a choice of providers.

You have the right to choose a health care provider, including your primary care provider and specialists, from within the PACE program's network and to get quality health care. Women have the right to get services from a qualified women's health care specialist for routine or preventive women's health care services.

You have the right to have reasonable and timely access to specialists as indicated by your health condition.

You also have the right to receive care across all care settings, up to and including placement in a long-term care facility when InnovAge PACE can no longer maintain you safely in the community.

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 as your designated representative. **You have the right:**

- To be fully informed of your health status and how well you are doing, to make health care decisions, and to have all treatment options fully explained to you. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this may affect your physical and mental health.
- To fully understand InnovAge PACE's palliative care, comfort care, and end-of-life care services. Before InnovAge PACE can start providing you with palliative care, comfort care, and end-of-life care services, the PACE program must explain all of your treatment options, give you written information about these options, and get written consent from you or your designated representative.
- To have the PACE program help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot

CONTRACTED PROVIDER SERVICES | APPENDIX A

Participant Bill of Rights

• 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 making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- 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 and confidential, including health data that is collected and kept electronically, as protected under State and Federal laws.
- You have the right to look at and receive copies of your medical records and request amendments.
- You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.

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

You have a right to make 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 PACE program. You have the right to a fair and timely process for resolving concerns with your PACE program. **You have the right:**

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to 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 contact 1-800-Medicare for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.

You have the right to request additional services or file an appeal.

You have the right to request services from InnovAge PACE, its employees, or contractors, that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided.

You also have the right to appeal any denial of a service or treatment decision by the PACE program, staff, or contractors.

You have a right to leave the program.

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

Additional Help:

If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE (1-800-633-4227) to get the name and phone number of someone in your State Administering Agency

Grievance Process

Purpose: Describes the process to follow to provide for response to and resolution of medical and non-medical grievances by participants, their family members, or representatives.

Definitions/Acronyms: Grievance is defined as a complaint, either written or oral, expressing dissatisfaction with the service delivery or the quality of care furnished. **A grievance may include, but is not limited to:**

- The quality of services a PACE/LIFE participant receives in the home, at the PACE/LIFE Center or in an inpatient facility (hospital, rehabilitative facility, skilled nursing facility, assisted living facility, intermediate care facility or residential care facility);
- Waiting times on the phone, in the waiting room or exam room.
- The behavior of any of the employees, or contracted providers.
- Adequacy of center facilities.
- Quality of the food provided.
- Transportation services.
- A violation of a participant's rights.

Participant Representative refers to a person who is acting on behalf of or assisting a participant, and may include, but is not limited to, a family member, a friend, an employee, or a person legally identified as Power of Attorney for Health Care, Conservator, Guardian, etc., and Ombudsman.

Designated Program Staff refers to the person at the Center who will receive the grievance, identify a Resolving Manager, forward the information to the Resolving Manager, Center Director/Manager, and ensure that the grievance is addressed in a timely manner. Designated Program staff may often be referred to as Center Analyst within Salesforce.

Listening Form refers to a document available to participants and caregivers whereby a complaint, praise, suggestion or comment may be documented. Resolving Manager refers to the person who is assigned to investigate and resolve the grievance in a timely manner.

Salesforce is the electronic platform for documenting and completing all tasks related to the grievance process.

Policy: This policy describes the formal written process InnovAge has established to evaluate and resolve medical and non-medical grievances by participants, their family members or representatives.

InnovAge is committed to assuring that participants are satisfied with the service delivery and quality of care they receive.

InnovAge will handle all grievances in a respectful manner and will maintain the confidentiality of a participant's grievance at all times throughout and after the grievance process is completed. Information pertaining to grievances will only be released to authorized individuals. No participant or other individual who submits a complaint/grievance about InnovAge privacy policies or aspects of care or services shall be subject to discrimination or retaliation for filing a /grievance. (See InnovAge policy on No Retaliatory Acts/Waiver of Rights).

InnovAge will continue to furnish the participant with all required services during the grievance process.

Upon enrollment and at least annually thereafter, InnovAge will provide to the participant, in writing, information on the grievance process including the specific steps and timeframes for response that will be taken to resolve grievances.

Contracted providers are accountable for all grievance procedures established by InnovAge. InnovAge will monitor contracted providers for compliance with this requirement on an as-needed basis.

Grievance Process

InnovAge will follow the process for grievance resolution defined by the Centers for Medicare & Medicaid Services (CMS) and the State Administering Agency. Please refer to the state specific addendums to this policy for additional guidance (See Addendums A, B).

Procedure

The Chief Compliance Officer (CCO) and Chief Medical Officer (CMO) have primary responsibility for maintenance of the grievance procedures, review of operations, and identification of any emergent patterns of grievances to formulate policy changes and procedural improvements in the administration of the plan.

In order to ensure participants have access to and can fully participate in the grievance process, InnovAge will ensure the following:

- a. Interpreter services will be provided, as needed, to assist participants with filing a grievance and during the processing of grievances.
- b. All written materials describing the grievance process are available in both English and in any other principal languages of the community, as determined by the State in which the PACE/LIFE organization is located.

Any method of transmission of grievance information from one InnovAge staff member to another shall ensure the confidentiality of the grievance.

Filing of Grievances

- a. A participant and/or his/her representative may voice a grievance to PACE/LIFE program staff in person, by telephone or in writing.
- b. Any InnovAge staff member can assist the participant and/or his/her representative in filing a grievance as necessary.
- c. The Listening Form (Attachment #1) is available at all center locations. InnovAge staff receiving the grievance will provide the participant and/or his/her representative with a Listening Form if requested to file the grievance. This can be done either in person, by telephone, or in writing. Listening forms received from participants should be uploaded into Salesforce. The InnovAge staff member should enter the details of the grievance into Salesforce.
- d. InnovAge staff entering grievances on behalf of a PACE participant and/or his/her representative will document the details of the grievance directly into Salesforce.
- e. InnovAge PACE program staff will discuss with and provide to the PACE participant in writing the specific steps, including timeframes for response, that will be taken to resolve the participant's grievance.

Documentation of Grievances

- a. All grievances expressed either orally and/or in writing, will be documented in Salesforce on the day that it is received or the next business day. Grievances for which the participant and or representative state the desire not to file a grievance should be entered into Salesforce as Anonymous in order to comply with established internal review and resolution processes.
- b. Grievances submitted in writing are documented on or attached to the Listening Form by the participant and/or his/her representative. InnovAge staff receiving the grievance will assist with the completion of the Listening Form, if necessary. Listening forms received from the participant and/or his/her representative will be uploaded to Salesforce. The InnovAge staff member will enter the details of the grievance documented on the Listening form into Salesforce. Grievances received either in person, by telephone or written are documented in the Salesforce by the InnovAge staff.

Grievance Process

- c. Complete details of the grievance must be documented so that the grievance can be resolved within thirty (30) calendar days of receipt of grievance. Applies to PA LIFE only: Grievances will be resolved within five (5) business days from being presented at the morning meeting. In the event of insufficient information, the Resolving Manager will take reasonable efforts to obtain the missing information in order to resolve the grievance within the specified timeframes.
- d. All information related to a participant's grievance will be held in strict confidence and will not be disclosed to program staff or contracted providers, except where appropriate to process the grievance. No reference that a participant has elected to file a grievance with InnovAge will appear in the medical record.
- e. It is the responsibility of the designated staff of the Compliance Department to ensure confidentiality is maintained, documentation is complete and accurate, and that the grievance process is implemented and completed according to Policies and Procedures.

Acknowledgment of Receipt, Notification, and Initial Investigation of Grievance

- a. InnovAge staff receiving the grievance, will enter the grievance into Salesforce within one business day of receipt of the grievance.
- b. The Designated Program Staff is responsible for assigning the Resolving Manager. The Resolving Manager should be identified based on the subject matter of the grievance and the department to which the grievance pertains.
- c. Designated Program Staff will acknowledge receipt of the participant's grievance in writing through use of Acknowledgement Letter. Letters are auto populated from Salesforce. When necessary, the Designated Program Staff will acknowledge receipt of the grievance by telephone.
- d. If there are multiple grievances from the same participant each one must be entered separately into Salesforce and addressed by the appropriate Resolving Manager.
- e. Grievances related to the quality of medical care will promptly be directed to the appropriate InnovAge Medical Director by Designated Program Staff for action.
- f. Quality of Medical Care could include, but not limited to:
 - Specialty Appointments
 - Treatment
 - Provider Concerns
 - In person provider visits
- g. When grievances related to services provided by a contracted provider arise, the Center Director is responsible for notifying the contracted provider for resolution.

Response to and Resolution of Grievances

- a. InnovAge will resolve grievances within thirty (30) calendar days from the day the grievance is received. Applies to PA LIFE only: Grievances will be resolved within five (5) business days from being presented at the morning meeting. The date of resolution will correspond with the date the written notification is generated. The Resolving Manager will make reasonable efforts (at least 3 attempts) to contact the participant and/or his/her representative by telephone or in person to advise him/her of the outcome of the grievance investigation and determine his/her satisfaction with the outcome of the investigation. All Communications and communication attempts will be documented in the Resolution Communication task in Salesforce.

Grievance Process

- b. The individual who submitted the grievance must be notified of the grievance resolution as expeditiously as the case requires but no later than 3 calendar days after the date the grievance was resolved.
- c. Designated Program Staff will send written notification of the resolution of the grievance to the participant and/or his/her representative. In the event InnovAge staff are unable to reach the participant or designated representative to notify of resolution, after three attempts, a grievance resolution letter will be sent and will include the following: 1) InnovAge's efforts to reach the participant or designated representative, and 2) instructions to call InnovAge with any questions or concerns.
- d. All steps of the grievance resolution will be documented in the Salesforce. Salesforce will be monitored by designated staff of the Compliance Department to ensure compliance with CMS and state regulations.

Grievance Review Options

- a. After a participant has completed the grievance process (as described above) or has participated in the grievance process for at least thirty (30) calendar days (or as specified by state specific regulations) and he or she is dissatisfied with the resolution of the grievance, the Participant may pursue other steps as defined by state specific regulations.
- b. If a Participant is dissatisfied with a grievance resolution, the grievance will be escalated to appropriate leadership to address finding a mutually agreeable resolution. After escalation, if a resolution is not mutually agreeable, the participant will be sent a Grievance Resolution letter indicating their options for external review.

Documentation, Tracking, Analysis, and Reporting

- a. All grievance related information shall be marked "confidential".
- b. All grievance information and details of verbal correspondence will be documented by Designated Program Staff in Salesforce.
- c. Designated staff of the Quality and Compliance Departments are responsible for maintaining, aggregating, and analyzing information on the grievance process. This information will be used as part of InnovAge's internal quality improvement and compliance program.
- d. Grievance resolution timeliness and grievance trends are available to all staff enterprise wide monthly via the Compliance Dashboard. Grievance resolution timeliness and grievance trends are presented to Executive Leadership on a quarterly basis during the Quality Improvement and Compliance Committee meeting. Grievance compliance scores are presented to the Board of Directors at least annually as part of the quality improvement program.
- e. InnovAge will submit a summary of all grievances as required by CMS and the State Administering Agency.
- f. Records of all grievances will be held confidentially and made available as needed to State and Federal agencies upon request.
- g. InnovAge shall maintain in its file's copies of all grievances, the responses to them, and logs recording them for a period of ten (10) years from the date the grievance was filed.
- h. To ensure timeliness and accuracy in the grievance process, InnovAge shall perform regular audits of the grievance files to ensure compliance and correspondence with other data reporting systems.
- a. For California Only – Gender Affirming Care InnovAge will ensure that participants are aware of their rights to submit grievances to the PACE Organization and DHCS for failure to provide trans-inclusive health care.

Grievance Process

- b. InnovAge will submit a quarterly report of all substantiated and unsubstantiated grievances related to transgendered, gender diverse, or intersex (TGI) health care to DHCS via encrypted email to PACECompliance@dhcs.ca.gov. The summaries of all complaints and grievances shall include, but not limited to the following:
- Date the grievance was received
 - Date the events related to the grievance occurred
 - First and last name of the participant that the grievance is related to
 - First and last name of staff involved, if the grievance is against a particular staff
 - Name of provider, if the complaint is against a contractor or downstream subcontractor
- c. On no later than March 1st of every year, InnovAge will submit an annual SB 923 grievances summary to DHCS through a secure encrypted email to PACECompliance@dhcs.ca.gov, that shall include a summary of all grievances related to TGI health care including:
- The number of complaints substantiated and unsubstantiated
 - PO or contractor staff named in grievance, specifying if staff is employed by PO or contractor
 - The number of grievances received per staff member
 - Actions taken to prevent further grievances
 - Information pertaining to completion of training for substantiated grievances

Annual Review

- a. At least annually, InnovAge will give participants written information on the grievance process, including the specific steps and timeframes for response that will be taken to resolve grievances. All PACE/LIFE employees will receive training on the grievance process at least annually.

Appeals Process

Purpose:

InnovAge must have a formal written appeals process, with specified timeframes for response, to address noncoverage or nonpayment of a service.

Definitions/Acronyms:

Appeal: For purposes of this policy, an appeal is a participant's action taken with respect to InnovAge'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 a service determination request (SDR) before InnovAge can process an appeal.

Standard appeal: The standard review process to respond and resolve an appeal as expeditiously as the participant's health condition requires, but no later than 30 calendar days from when the appeal is initially received.

Expedited appeal: An expedited appeal occurs when a participant believes that his/her life, health, or ability to regain or maintain maximum function would be seriously jeopardized, absent provision of the service in dispute. InnovAge will respond to an expedited appeal as expeditiously as the participant's health condition requires, but no later than 72 hours after the appeal is initially received.

Automatic Appeal: An automatic appeal occurs when the interdisciplinary team (IDT) fails to process a service determination request timely, including all notification requirements to the requesting party and the IDT.

Policy:

InnovAge is committed to upholding the right of a participant or his/her representative to appeal a decision of non-coverage of or non-payment for a service including denials, reductions, or termination of services.

Upon enrollment, at least annually thereafter, and whenever the interdisciplinary team denies a service determination request or request for payment, InnovAge must give a participant written information on the appeals process.

At a minimum, InnovAge must include the following in their appeals process:

1. Timely preparation and processing of a written denial of coverage or payment (Notice of Action).
2. How a participant or their designated representative files an appeal, including procedures for accepting oral and written appeal requests.
3. Documentation of a participant's appeal.
4. Must give all parties involved in the appeal a reasonable opportunity to present evidence related to the dispute, in person, as well as in writing.
5. For a Medicaid participant, InnovAge must continue to furnish the disputed services until issuance of the final determination if the following conditions are met:
 - a. The PACE organization is proposing to terminate or reduce services currently being furnished to the participant.
 - b. The participant requests continuation with the understanding that he or she may be liable for the costs of the contested services if the determination is not made in his or her favor.
6. Continue to furnish to the participant all other required services, as specific in 460 Subpart F PACE Services
7. Review of an appeal by an appropriate third-party reviewer or committee. An appropriate third-party reviewer or member of a review committee must be an individual who meets all of the following:
 - a. Appropriately credentialed in the field(s) or discipline(s) related to the appeal.
 - b. An impartial third-party who meets both of the following:

Appeals Process

- i. Was not involved in the original action.
 - ii. Does not have a stake in the outcome of the appeal.
8. The distribution of written or electronic material to the third-party reviewer or committee that, at a minimum, explain all of the following:
- a. Services must be provided in a manner consistent with the requirements in 460.92 Required Services and 460.98 Service Delivery.
 - b. The need to make decisions in a manner consistent with how determinations under section 1862(a)(1)(A) of the Social Security Act are made.
 - c. The rules in 460.90(a) PACE benefits under Medicare and Medicaid that specify that certain limitations and conditions applicable to Medicare or Medicaid or both benefits do not apply.
9. Responses to, and resolution of, appeals as expeditiously as the participant's health condition requires, but no later than 30 calendar days after InnovAge receives an appeal.
10. InnovAge must furnish the disputed service as expeditiously as the participant's health condition requires if a determination is made in favor of the participant on appeal.
11. InnovAge must maintain, aggregate, and analyze information on appeal proceedings and use this information in the organization's internal quality improvement program.
12. Maintain confidentiality of appeals.

Appeal Notifications:

InnovAge must give all parties involved in the appeal appropriate written notification of the decision to approve or deny an appeal.

- 1. Notice of any favorable (approved) decisions must explain the conditions of the approval (if any) in understandable language.
- 2. Notice of partial or fully adverse (denied) decisions must include the following:
 - a. State the specific reason(s) for the denial;
 - b. Explain the reason(s) why the service would not improve or maintain the participant's overall health status;
 - c. Inform the participant of his or her right to appeal the decision; and
 - d. Describe the external appeal rights under 460.124 Additional Appeal Rights Under Medicare and Medicaid

CMS and the State Administering Agency must be notified of all partial and fully adverse (denied) decisions.

Expedited Appeals:

InnovAge must have an expedited appeals process for situations in which the participant believes that his or her life, health, or ability to regain or maintain maximum function could be seriously jeopardized, absent provision of the service in dispute.


InnovAge must respond to the appeal as expeditiously as the participant's health condition requires, but no later than 72 hours after it receives the appeal.


InnovAge may extend the 72-hour timeframe by up to 14 calendar days for either of the following reasons:

- 1. The participant requests the extension.
- 2. InnovAge justifies to the State administering agency the need for additional information and how the delay is in the interest of the participant.

CONTRACTED PROVIDER SERVICES | APPENDIX D


PACE Center Contacts


CALIFORNIA					
	Center Main	Clinic Main	After-Hours VANS	Dispatch	Health Information Fax
InnovAge California PACE- Crenshaw	213-943-2490	213-421-8079	213-943-2490	720-456-4616	213-402-5883
InnovAge California PACE- Sacramento	303-300-6953	916-603-5380	N/A	916-603-5425	916-603-5375
InnovAge California PACE- San Bernardino	909-890-2800	909-890-2880	N/A	909-890-2825	720-917-3348


COLORADO					
	Center Main	Clinic Main	After-Hours VANS	Dispatch	Health Information Fax
InnovAge Colorado PACE- Aurora	303-375-0649 720-278-2800	720-278-2820	720-789-6097	720-278-2850	720-917-3355
InnovAge Colorado PACE- Denver	303-894-0144	720-886-9338	720-789-6080	303-996-2739	720-917-3344
InnovAge Colorado PACE- Lakewood	720-974-5400 303-586-5627	720-974-4943	720-789-6099	303-996-2739	720-917-3357
InnovAge Colorado PACE- Loveland	970-800-5500	970-800-5420	970-800-5495	303-996-2739	720-917-3347
InnovAge Colorado PACE- Pueblo	719-553-0400	719-553-0415	719-553-0470	303-996-2739	720-917-3358
InnovAge Colorado PACE- Thornton	303-327-1189	303-254-2518	720-789-6094	303-254-2555	720-917-3359

CONTRACTED PROVIDER SERVICES | APPENDIX D

PACE Center Contacts


FLORIDA					
	Center Main	Clinic Main	After-Hours VANS	Dispatch	Health Information Fax
InnovAge Florida PACE- Orlando	689-610-4800	689-610-4810	N/A	689-610-4826	813-697-1414
InnovAge Florida PACE- Tampa	813-697-1350	813-697-1360	N/A	813-697-1376	813-697-1414

NEW MEXICO					
	Center Main	Clinic Main	After-Hours VANS	Dispatch	Health Information Fax
InnovAge New Mexico PACE- Albuquerque	505-924-2650	505-924-2660	505-924-2666	505-924-2622	720-917-3360

PENNSYLVANIA					
	Center Main	Clinic Main	After-Hours VANS	Dispatch	Health Information Fax
InnovAge Pennsylvania LIFE- Allegheny	267-335-1500	267-335-1514 720-456-4679	N/A	215-951-4211	267-286-6222
InnovAge Pennsylvania LIFE- Henry Ave	267-774-2920	720-456-4680	267-774-2965	215-951-4211	267-286-6222
InnovAge Pennsylvania LIFE- Pennypack	267-283-0550	267-286-2157	215-602-3460	215-951-4211	267-286-6222
InnovAge Pennsylvania LIFE- St. Bart's	215-288-3303	215-381-4007	215-602-3460	215-951-4211	267-286-6222

CONTRACTED PROVIDER SERVICES | **APPENDIX D**

PACE Center Contacts

VIRGINIA					
	Center Main	Clinic Main	After-Hours VANS	Dispatch	Health Information Fax
InnovAge Virginia PACE- Blue Ridge	434-529-1300	434-529-1336	434-956-3564	N/A	434-327-4100
InnovAge Virginia PACE- Peninsula	757-234-8100	N/A	757-272-1789	757-881-1923	757-969-6836
InnovAge Virginia PACE- Richmond	804-977-5900	804-977-5903	804-799-7809	720-789-6063	804-977-5937
InnovAge Virginia PACE- Roanoke	540-904-2817	540-595-6540	540-595-6532	720-789-6046	540-595-6611

CONTRACTED PROVIDER SERVICES | APPENDIX E

InnovAge Code of Conduct

Purpose:

To outline the ethical and legal obligations of employees and anyone conducting business with InnovAge.

Definitions/Acronyms:

None.

Policy:

InnovAge is committed to providing the highest quality care to participants and ensuring such care is provided in compliance with all laws, regulations, policies, and ethical standards while preventing fraud, waste, or abuse of Federal or State health care programs

Procedure:**Code of Conduct**

Board members, employees, contractors, and volunteers are expected to uphold the InnovAge mission and values by adhering to the InnovAge Code of Conduct. The InnovAge Code of Conduct is not all-inclusive and is intended to provide a summary of the InnovAge guidelines. The Code of Conduct supports existing policies and procedures and applies to InnovAge employees, contracted employees, and all other providers acting on behalf of InnovAge.

InnovAge and its representatives have the responsibility to:

1. Ensure the rights of each participant/client are protected.
2. Ensure participants/clients remain free from all forms of abuse. Employees are required to report any incident of alleged or witnessed abuse.
3. Remain client-focused; demonstrate respect for those served.
4. Provide high-quality, cost-effective, care and services.
5. Promote trust with participants, clients, caregivers, employees, and contractors through honesty and fairness in work.
6. Comply with all laws, regulations, policies, and ethical standards that govern the program and the provision of health care.
7. Prevent fraud, waste, or abuse of Federal and State health care programs.
8. Protect participant/client confidentiality and not release information without proper authorization.
9. Make InnovAge a safe place to work by observing safety policies and practicing safe work habits, including proper use of equipment and supplies.
10. Act in good faith and observe the highest moral and ethical standards in any situation representing InnovAge.
11. Not use InnovAge employment or any information obtained from employment for personal gain.
12. Ensure proprietary company information is shared only according to policy.
13. Maintain responsible financial management of its resources. InnovAge will ensure accurate, thorough, and timely accounting practices.
14. Avoid a conflict of interest by not engaging in any activity, practice, contract, or conduct, which conflicts with or appears to conflict with, the interests of InnovAge, its customers, clients/participants, or suppliers.

CONTRACTED PROVIDER SERVICES | APPENDIX E

InnovAge Code of Conduct

15. Maintain professional relationships with clients/participants and not violate the boundaries of professional ethical care.
16. Abide by the provisions outlined in the InnovAge Gifts and Gratuities policy.
17. Create and uphold a work environment free from verbal, physical and sexual harassment as well as free from illegal favoritism and discrimination.
18. Communicate and report any instance of wrongdoing which is contrary to the Code of Conduct.

Communication and Reporting Process

Employees and contractors may contact the Compliance department, at any time on a confidential and/or anonymous basis through the InnovAge Ethics & Integrity Action Line. There are three (3) ways to submit a report:

By voice at:
1-800-461-9330

By texting REPORT to:
719-735-7837

By clicking the link below to report via web site:

<https://innteam.co/ActionLine>

Employees may choose to discuss the issue with their manager or supervisor.

If an employee is not comfortable discussing the issue with his or her manager or supervisor, or the employee believes that the manager or supervisor did not address the issue, the employee may choose to talk to his or her department manager, the Agency Manager, the Vice President, or Executive Director in charge of their area or the Vice President of Human Resources.

An employee fulfills his or her reporting responsibility by reporting the concern to their supervisor, manager, a director, or a vice-president. It is the responsibility of the supervisor, manager, director, or vice-president to report the concern to the Chief Compliance Officer or compliance designee immediately.

Employees who choose to report an issue anonymously, should provide sufficient detailed information so that an appropriate investigation can take place.

Reports of violations or suspected violations will be kept confidential to the greatest extent possible, consistent with the need to conduct an adequate investigation.

Reporting and Investigating Violations

The Code of Conduct is a summary of InnovAge guidelines. The policy management system contains the actual policies and should be referred to for details.

Anyone who becomes aware of or suspects a violation of the Code of Conduct or other policy must report it immediately by following the Communication and Reporting Process as outlined in this policy. If an employee fails to report it, that employee may be subject to disciplinary action even if the employee was not directly involved. All reported concerns will be investigated promptly and thoroughly, and appropriate action will be taken.

The Compliance Committee will address all reported concerns regarding accounting practices, internal controls, or auditing. The Compliance Officer will immediately notify the Audit Committee of these concerns and work with the committee until the matter is resolved.

CONTRACTED PROVIDER SERVICES | **APPENDIX E**

InnovAge Code of Conduct

An employee who commits any act that is in violation of the Code of Conduct and policies will face disciplinary action. Depending upon the circumstances, the disciplinary action issued may be a verbal warning, written warning, suspension without pay, or termination. Progressive disciplinary action may not be followed in all cases and will depend upon the nature and seriousness of the violation and the employee's past work record and conduct.

Anyone who reports a suspected violation or wrongdoing must be acting in good faith and have reasonable grounds for believing the information is a violation of the Code of Conduct. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

InnovAge will not tolerate retaliation against any employee who, in good faith, reports a suspected wrongdoing, including ethical, legal, and policy violations.

InnovAge Fraud, Waste & Abuse Policy

Purpose

To educate all InnovAge PACE/LIFE employees, contractors, and agents about its policies and procedures in preventing and detecting fraud, waste, and abuse in state and federal health care programs and regarding federal and state false claims laws, in accordance with certain requirements set forth in the Deficit Reduction Act of 2005.

Definitions/Acronyms

Contractor or Agent - As used in this policy, includes any contractor, subcontractor, agent, or other person which or who, on behalf of InnovAge, furnishes, or otherwise authorizes the furnishing of, health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by InnovAge.

Policy

It is InnovAge's policy to ensure that all its employees, contractors, and agents are educated regarding applicable federal and state false claims statutes and whistleblower laws, as well as the role of such laws in preventing and detecting fraud, waste, and abuse in state and federal health care programs.

Pursuant to Section 6032 of the Deficit Reduction Act of 2005, as an entity which receives or makes payments under the California Medi-Cal program and Colorado, New Mexico, Pennsylvania, and Virginia Medicaid programs totaling at least \$5,000,000 annually, InnovAge is required to establish and disseminate written policies that provide: (1) detailed information about the state and federal false claims acts; (2) whistleblower protections under such laws; (3) the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs; and (4) detailed provisions regarding InnovAge's policies and procedures for detecting and preventing fraud, waste, and abuse. This policy constitutes a part of InnovAge's Corporate Compliance Plan and is intended, together with that Plan, to satisfy the requirements of Section 6032.

False Claims Laws

One of the primary purposes of false claims laws is to combat fraud and abuse in government-funded health care programs, including Medicare, Tricare, Medi-Cal, and Medicaid. There is a federal False Claims Act ("FCA"), and there are also state laws, which have been modeled after the FCA, that address fraud and abuse in California, Colorado, New Mexico, Pennsylvania, and Virginia Medicaid programs.

Federal False Claims Act

The federal False Claims Act (FCA) applies to claims made to any federally funded program, including claims submitted by healthcare providers to Medicare, Tricare, Medi-Cal, and Medicaid.

- Violations of the False Claims Act include "knowingly":
- Submitting a false or fraudulent claim for payment or approval, or
- Making or using a false record or material statement to obtain payment, or
- Conspiring to make a false claim or obtain payment from a false claim, or
- Retaining overpayment of government funds; or
- Making or using a false record to avoid payments owed to the US Government.

"Knowingly" means that a person

- Has actual knowledge that the information is false, or Acts in deliberate ignorance of the truth or falsity of the information, or
- Acts in reckless disregard of the truth or falsity of the information.

InnovAge Fraud, Waste & Abuse Policy

Examples of potential false claims can include but are not limited to billing for services that were never provided or that were medically unnecessary; submitting inaccurate or misleading claims about the type of services provided; and/or making false statements to obtain payment for products or services.

The FCA carries significant damages and penalties. Potential damages for submitting a false claim can total as much as three times the amount of the claim, plus statutory penalties in the form of fines of \$13,508 to \$27,018, adjusted for inflation, per false claim.

“Qui Tam” Action

The FCA includes a “qui tam” provision, commonly referred to as the “whistleblower” provision. This provision allows a private person with knowledge of a false claim, known as a “relator,” to bring a civil action on behalf of the United States Government. The purpose of bringing the qui tam suit is to recover the funds paid by the Government because of the false claims. The federal government must investigate all suits filed by relators and may choose to “intervene” in the action, which means it then has the primary responsibility for prosecuting the action. If the federal government declines to intervene, the relator may prosecute the action. If the suit is ultimately successful, the whistleblower who initially brought the suit may be awarded a percentage of the funds recovered.

The FCA also contains a provision that protects a whistleblower from retaliation. This applies to any employee, contractor, or agent who is discharged, demoted, suspended, threatened, harassed, or in any other way discriminated against because of his or her lawful acts in furtherance of a false claims action. The whistleblower may bring an action in the appropriate federal district court and is entitled to reinstatement with the same seniority status, two times the amount of back pay, interest on the back pay, and compensation for any special damages because of the discrimination, such as litigation costs and reasonable attorney’s fees.

The Federal Program Fraud Civil Remedies Act

A similar federal law to the FCA is the Program Fraud Civil Remedies Act of 1986 (PFCRA). It gives agencies the ability to initiate proceedings to deter and recover losses from false, fictitious, or fraudulent claims and statements of \$150,000 or less, when the U.S. Department of Justice elects not to pursue False Claims Act remedies for the claims. A false claim or statement includes submitting a claim or making a written statement that is for services that were not provided, or that asserts a material fact that is false, or that omits a material fact. A violation of the PFCRA results in a maximum civil penalty of \$13,508 per claim, adjusted for inflation, plus an assessment of up to twice the amount of each false or fraudulent claim.

California Law

The State of California false claims act is modeled after the FCA and prohibits, among other things, knowingly presenting or causing to be presented a false claim for payment or approval. Similar to the FCA, under the California False Claims Act (CFCA) definition of “knowingly,” a person or organization can be held liable not only if he or she acts intentionally but also if he or she deliberately ignores or acts in reckless disregard of the truth or falsity of the information provided. Violations of the CFCA are punishable by significant monetary penalties, including civil penalties between \$5,500 and \$11,000 for each violation, plus three times the amount of the State’s actual damages.

The CFCA also includes a qui tam, or whistleblower, provision allowing private persons to bring civil actions on behalf of the State, and to receive a share of the proceeds of any judgment or settlement, plus reasonable expenses, costs, and attorney’s fees. In addition, the CFCA provides whistleblowers with protection from retaliation. Specifically, an employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in retaliation for his or her lawful acts in furtherance of a false claims action may bring an action for retaliation in state court and may recover

InnovAge Fraud, Waste & Abuse Policy

damages, including back pay, interest on the back pay, and compensation for special damages like punitive damages, litigation costs, and reasonable attorney's fees.

The California Labor Code provides additional legal protection for employees who are whistleblowers. Under the California Labor Code, an employer may not prevent an employee from disclosing information, including to a government or law enforcement agency, if the employee reasonably believes that the information discloses a legal or regulatory violation.

In addition to the CFCA, there are other California laws that provide for civil penalties when a provider or person submits certain false claims. These laws set forth civil penalties for the submission of false or certain noncompliant claims for payment under the Medi-Cal program. In addition, the submission of false statements may also violate California laws that prohibit any person or organization from engaging in any unlawful, unfair, or fraudulent business act or practice.

California has also enacted several criminal laws that prohibit making false claims and statements by both individuals and health care providers. Under California law, it is a crime to:

- Present a false or fraudulent claim for payment with intent to defraud.
- Make a false or fraudulent representation to knowingly defraud another.
- Make a false claim or statement with respect to health care claims.
- Receive or encourage another person to receive health care for which he or she is not eligible based on false declarations.
- Knowingly present a false claim for healthcare goods or services, including Medi-Cal services, with intent to obtain greater compensation than is appropriate.
- Make (or cause to be made) a false or fraudulent claim for health care benefits.

Colorado Law

In 2010, the State of Colorado enacted the Colorado Medicaid False Claims Act (CMFCA), which in many respects mirrors the FCA. As its name suggests, however, the CMFCA differs from the FCA in that it only applies to claims made under the Colorado Medicaid program. The CMFCA penalizes a range of fraudulent acts relating to the Colorado Medicaid program, including the presentation of a false or fraudulent claim for payment and the failure to return a known overpayment. Violations of the CMFCA are civil offenses and are punishable by significant monetary penalties, including civil penalties in the same amounts as provided under the FCA, plus three times the amount of the State's actual damages.

Like the FCA, the CMFCA includes a qui tam, or whistleblower, provision allowing private persons to bring civil actions in the name and on behalf of the State, and to recover up to 30 percent of the proceeds of any judgment or settlement, plus reasonable expenses, costs, and attorney fees. The CMFCA also provides whistleblower protections to employees, contractors, and agents who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in retaliation for his or her lawful acts in furtherance of a false claims action. The whistleblower may bring an action for such retaliation in a state court of appropriate jurisdiction and may recover damages identical to those provided under the FCA. In 2022, Colorado passed the Colorado False Claims Act, which largely replicates the provisions of the federal False Claims Act and applies more broadly than the CMFCA. Unlike the CMFCA, it also applies to false claims made outside of the Medicaid context. In other words, if allegations involve Medicare and Medicaid claims, a person or company may be liable under the FCA, the CMFCA and the Colorado False Claims Act. Compared to the federal FCA, the Colorado False Claims Act also expands the grounds of a private right of action for retaliation by a whistleblower. The Colorado False Claims Act also created the "False Claims Recovery Cash Fund," where all proceeds obtained by the state in such an action will be first used to fund the activities of the Colorado Attorney

InnovAge Fraud, Waste & Abuse Policy

General to carry out its duties, and then to reimburse political subdivisions defrauded by the false claims. In addition to these statutes, Colorado law prohibits offering a false instrument to a public employee for recording in a public record. Violations of this statute are criminal offenses and are punishable by imprisonment and significant monetary penalties.

New Mexico Law

The New Mexico Medicaid False Claims Act (NMFCA) largely mirrors the FCA, but—as its name suggests—it only applies to claims made to the New Mexico Medicaid program. The NMFCA penalizes a range of fraudulent acts relating to the New Mexico Medicaid program, including the presentation of a false or fraudulent claim for payment and the failure to return a known overpayment. Violations of the NMFCA are punishable by significant monetary penalties, including civil penalties in the same amounts as provided under the FCA, plus three times the amount of the State’s actual damages.

Like the FCA, the NMFCA includes a qui tam, or whistleblower, provision allowing private persons to bring civil actions in the name and on behalf of the State and to recover between 25 percent and 30 percent of the proceeds of any judgment or settlement, plus reasonable expenses, costs, and attorney fees. The NMFCA also provides whistleblower protections to employees who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in retaliation for his or her lawful acts in furtherance of a false claims action. The whistleblower may bring an action for such retaliation in a state court of appropriate jurisdiction and may recover damages identical to those provided under the FCA.

New Mexico also has the New Mexico Fraud Against Taxpayers Act, which imposes liability on persons and entities who knowingly present false or fraudulent claims for payment to the state, misappropriate state property, or deceptively conceal or avoid payment obligations to the state. The Fraud Against Taxpayers Act is broader than the NMFCA, but similarly allows for whistleblowers to bring civil actions and receive between 15 and 25 percent of any recovery to the state if the government intervenes in the matter. If the whistleblower proceeds with the case on his/her own, he or she may receive between 25 and 30 percent of the award.

In addition to the generally applicable Medicaid anti-fraud statute, New Mexico has adopted a Medicaid Fraud Act, making it unlawful to falsify documents including knowingly submitting false or incomplete information for the purpose of receiving benefits or qualifying as a provider. Violations of this statute are criminal offenses and are punishable by imprisonment and significant monetary penalties.

Pennsylvania Law

Pennsylvania does not currently have a state analog to the federal FCA. That said, the state has adopted generally applicable Medicaid anti-fraud statutes that are intended to prevent the submission of false and fraudulent claims to Pennsylvania Medicaid. The Pennsylvania Medicaid Fraud and Abuse Control Law (“Medicaid Fraud Control Act”) provides a criminal remedy for the submission of false or fraudulent claims to Pennsylvania’s Medicaid program and prohibits, among other actions, knowingly or intentionally presenting for allowance or payment any false or fraudulent claim or cost report for furnishing services or merchandise under the Medicaid program. Pennsylvania also has laws in place to protect whistleblowers from retaliation where an employee or a person acting on an employee’s behalf makes a good faith report or is about to report to the employer or appropriate authority an instance of wrongdoing or waste. An employer who willfully violates Pennsylvania’s whistleblower law is liable for civil fines.

InnovAge Fraud, Waste & Abuse Policy

Virginia Law

The Virginia Fraud Against Taxpayers Act is the state's equivalent to the federal FCA and its language is nearly identical to that of the federal statute. It states that any person who knowingly presents, or causes another person to present, a false or fraudulent claim for payment or approval, or makes a false statement, is liable for three times the amount of the claim and a penalty of between \$5,500 and \$11,000. Like the federal FCA, the Virginia law contains a whistleblower provision, providing that a whistleblower may receive 15-30% of any civil recovery, as well as a provision protecting employees, contractors, or agents who are whistleblowers against retaliation.

Procedure

This Policy and Procedure shall be distributed to all current board members, officers, managers, employees, contractors, and agents of InnovAge. All contractors and agents are required to distribute this policy to any subcontractors or subagents to which it applies.

Reporting Concerns Regarding Fraud, Abuse and False Claims

InnovAge's policies and procedures for detecting and preventing fraud are included as part of its Corporate Compliance Program, which is based on specific "model program" guidance provided by the Office of Inspector General (OIG), US Department of Health and Human Services. In accordance with InnovAge's Code of Conduct, employees, contractors, and agents are encouraged to bring to management's attention any potential or suspected violations of any governmental laws including those referenced above or of its Compliance Program. Employees may choose to discuss the issue with their manager or supervisor. If an employee is not comfortable discussing the issue with his or her manager or supervisor, or the employee believes that the manager or supervisor did not address the issue, the employee may discuss the issue with the Senior Vice President of Human Resources. An employee, contractor, or agent may contact the Corporate Compliance Officer, at any time on a confidential or anonymous basis through the InnovAge Ethics & Integrity Action Line. There are three (3) ways to submit a report:

By voice at:
1-800-461-9330

By texting REPORT to:
719-735-7837

By clicking the link below to report via web site:
<https://innteam.co/ActionLine>

No Retaliation

InnovAge will not retaliate or tolerate retaliation against any individual who reports in good faith any potential or suspected violation, even if an investigation eventually determines that no violation occurred. Additionally, InnovAge will not retaliate or tolerate retaliation against those who cooperate in an investigation.

Failure to Report Fraudulent Activity

An employee who fails to report known or suspected violations of the FCA or other compliance standards may be subject to discipline, up to and including termination.

InnovAge Fraud, Waste & Abuse Policy

Other Relevant Federal Laws

Federal Anti-Kickback Statute

The Federal Anti-Kickback Statute makes it a criminal offense to knowingly and willfully offer, pay, solicit, or receive anything of value, including any kickback, bribe, or rebate in return for referring an individual to a person for any item or service for which payment may be made in whole or in part under a federal health care program.

Federal Anti-Self-Referral Statute (Stark Laws)

Federal law also contains a prohibition upon physician self-referrals commonly referred to as Stark II. Under Stark II, physicians may not refer patients to entities for designated health services that are reimbursable under Medicare or Medi-Cal if the physician has a financial relationship (including either an investment interest or a compensation arrangement) with the entity, unless an exception applies.

Related Documents/Resources

Corporate Compliance Plan

Code of Conduct

Whistleblower Policy

Deficit Reduction Act of 2005, § 6032

Federal False Claims Act

Program Fraud Civil Remedies Act of 1986

Federal Anti-Kickback Statutes

Federal Stark Law

California False Claims Act

California Unfair Practices Act

California Penal Code CA

California Medi-Cal Act

California Insurance Fraud Prevention Act

California Labor Code

Colorado Medicaid False Claims Act

Colorado False Claims Act

Colorado Criminal Code

New Mexico False Claims Act

New Mexico Fraud Against Taxpayers Act

New Mexico Fraud Act

Virginia Fraud Against Taxpayers Act

42 U.S.C. § 1396a (a) (68)

31 U.S.C. § 3729 et seq.

31 U.S.C. § 3801 et seq.

42 U.S.C. § 1320a-7b

42 U.S.C. § 1320a-7b; 42 U.S.C. § 1395(nn)

CA Gov't § 12650 et seq.

CA Bus & Prof § 17000 et seq.

Penal §§ 72, 484, 550

CA Welf & Inst §§ 14014, 14107

CA Ins § 1871.7

CA Lab § 1102.5

C.R.S. § 25.5-4-304 et seq.

Colo. Rev. Stat. § 24-31-101 et seq.

C.R.S. § 18-5-114

N.M. Stat. Ann. §§ 27-14-4 et seq.

N.M. Stat. Ann. § 44-9-1

N.M. Stat. Ann. § 30-44-1 et seq.

Va. Code §§ 8.01-216.1-216.19



InnovAge PACE locations

InnovAge California PACE

Crenshaw
San Bernardino
Sacramento

InnovAge Colorado PACE

Aurora
Denver
Lakewood
Northern Colorado
Pueblo
Thornton

InnovAge Florida PACE

Orlando
Tampa

InnovAge New Mexico PACE

Albuquerque

InnovAge Pennsylvania LIFE

Allegheny
Henry Avenue
Pennypack
St. Bart's

InnovAge Virginia PACE

Blue Ridge
Peninsula
Richmond
Roanoke Valley

InnovAge Corporate Office

8950 E. Lowry Blvd
Denver, CO 80230

