



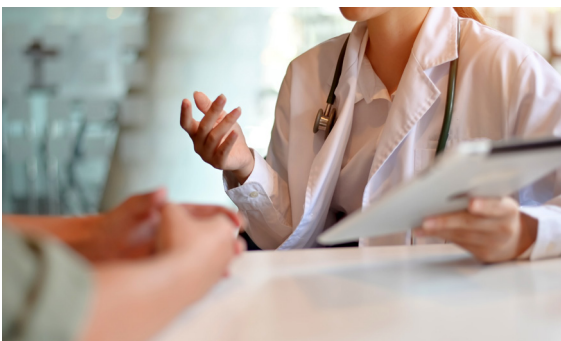
CONTRACTED PROVIDER SERVICES MANUAL

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

Table of Contents

Definitions and Acronyms.....	5
PART I INTRODUCTION TO INNOVAGE PACE.....	7
Chapter 1: Overview of InnovAge PACE	8
1.1 Program Overview	8
1.2 Goals of InnovAge PACE	8
1.3 Eligibility	9
PART II PROVISION OF SERVICES.....	10
Chapter 2: Overview of Healthcare Services	11
2.1 Primary Care.....	11
2.2 The Role of the Primary Care Provider	12
2.3 Social Services	13
2.4 Restorative Therapies.....	13
2.5 Medication Services	14
2.6 Transportation	15
2.7 Wound Care	16
2.8 Palliative Care Services	16
Chapter 3: Provision of Contracted Services.....	18
3.1 Authorizations	18
3.2 Emergency Care	19
3.3 Quality Improvement	19
3.4 Participant Rights, Grievances and Appeals.....	19
3.5 Service Determination Requests	19
3.6 Provider Credentialing	20
3.7 Direct Participant Care	20
Chapter 4: Guidelines for InnovAge PACE Participants Requiring Surgery.....	22
4.1 Escorts	22
4.2 Surgery.....	22
4.3 Communicating with Participants and Caregivers	23
4.4 Post Hospitalization Follow-Up	23

Chapter 5: Information for Contracted Housing Providers.....	24
5.1 Oversight of Contracted Housing Providers	24
5.2 Partnership Responsibilities	25
5.3 PACE Center Protocols	27
5.4 Supplies	29
5.5 Incidents and Fall Reporting Requirements.....	29
5.6 Infection and Infestation Reporting.....	30
PART III PAYMENT	31
Chapter 6: Provider Claims Filing and Benefit Information	32
6.1 Billing.....	32
6.2 Assisted Living Rates.....	33
6.3 Acceptance of Payment.....	33
6.4 Participant Share of Housing Cost	33
APPENDIX A: PARTICIPANT BILL OF RIGHTS	36
APPENDIX B: GRIEVANCE PROCESS.....	41
APPENDIX C: APPEALS PROCESS	47
APPENDIX D: PACE CENTER CONTACTS	52
APPENDIX E: INNOVAGE CODE OF CONDUCT	54
APPENDIX F: INNOVAGE FRAUD, WASTE AND ABUSE POLICY	58

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.

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, 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.



PART I

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

- 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.

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 provided to Participants at the PACE Center, or in Participants' homes by InnovAge PACE:

- 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 may be provided at the Contracted Providers' place of business, at the PACE Center, or in the Participants' home, as directed by the Interdisciplinary Team:

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

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 the clinic for telephone triage from 8:00am – 4:30pm. 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 on-call provider.

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 the clinic.



PART II

Provision of Services

**ACCESS TO A
PRIMARY CARE
PROVIDER WILL
BE AVAILABLE
24 HOURS A DAY,
365 DAYS/YEAR**

2.5 Medication Services

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 wishes and the desires of the Participant or the designated decision maker (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 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 PCP. 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 and discharge planning focuses on support of facility placement needs, tracking of hospitalized Participants, and coordinating psychosocial needs with Participants and families on behalf of the IDT.

Utilization management

Ongoing review of appropriate placement and external service utilization, including respite length of stay, use of least restrictive environment and timing of permanent placement.

Facilitation of facility partnership meetings

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.

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, 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.





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. 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 provider, Grane Supply, Inc. dba Grane Rx.

- Grane Rx phone number: 877-368-0304
- Grane Rx Fax number: 866-645-6337



Grane Rx is contracted with backup pharmacies throughout the InnovAge PACE service area to ensure Participants can get their medications in a timely manner, even during off hours.

Grane Rx provides a courier service for medication deliveries.

- All drivers always carry identification.
- All drivers are HIPAA trained.
- All drivers have passed drug screenings.

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.

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 dispatch line listed in Appendix D, at least one day in advance, whenever possible, to notify them of the cancellation. This will allow staff to adjust meals, rides, and personal care services.

Safety

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

Transportation Needs

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



PART II

Provision of Services

2.7 Wound Care

The InnovAge PACE wound care team is a comprehensive team of professionals which includes a dietitian, 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 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 Palliative Care program can provide care through end of life with similar components of a hospice program. The InnovAge PACE Palliative Care program provides comprehensive, compassionate care to prepare Participants and their families for all end-of-life stages. The program provides customized care which reflects personalized preferences to assist the Participant in maximizing quality of life and care through end of life.

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

When a Participant is utilizing the InnovAge PACE Palliative Care program 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 Palliative Care team. The plan of care will change as the Participant's needs change. The Palliative Care team is comprised of a physician, registered nurse, a geriatric nurse practitioner, social worker, chaplain, and home care staff as needed. In some cases, hospice care may be provided by a third-party hospice provider contracted by InnovAge PACE.



Contracted Providers should bill InnovAge directly for all hospice services provided to Participants. It is imperative that Contracted Providers of hospice services not bill Medicare or submit a Notice of Election of the Medicare Hospice Benefit for any 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 Palliative Care 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.

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 that a Participant be seen by another Contracted Provider or by a non-Contracted Provider in the community should do so through a recommendation in their consult/care notes.
- Consult/care notes should be sent to the PACE clinic within 48 hours of the last appointment,

and the Interdisciplinary Team will authorize the services and make the referral directly with the provider on behalf of the Participant. All PACE services must be authorized and coordinated by the Interdisciplinary Team prior to services being rendered.

Unauthorized referrals:

- Contracted Providers should not refer Participants to a non-Contracted Provider, except for Emergency Care.
- In the event a Contracted Provider refers a Participant to a non-Contracted Provider without prior authorization from 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.



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.**

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.

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 arrangement whereby the responsibilities for credentialing/re-credentialing are delegated to the provider's employer or practice group.

Facility Credentialing

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

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 certification.
- 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.
- Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history. Individuals must receive training upon hire and annually thereafter in HIPAA, emergency preparedness, OSHA, and bloodborne pathogens.

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



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 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. 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.

PART II

Provision of Services



Chapter 5: Information for Contracted Housing Providers

5.1 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.
- Where continued residence at the assisted living or nursing home poses a danger to the health, safety, or welfare of an InnovAge PACE Participant the Contracted Housing Provider's contract will be immediately terminated.

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.

continued on next page



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.

5.2 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 clinic as soon as possible. Notifications should include Assessment and vital signs for all notifications.
- **Change in condition of environment-** Notify PACE Center Director as soon as possible of any significant change in the environment that may pose a danger to Participants.
- **Falls-** Notify the PACE Clinic or on-call and send the fall report within 24 hours.
- **Wound discovery-** Notify clinic as soon as possible (especially hospital acquired).
- **Material Change in Behaviors-** Notify clinic upon occurrence.
- **911 events-** Notify PACE Clinic or on-call as soon as possible for assistance with triage, if true Emergency call 911 and notify PACE Clinic to give report.
- **Change in ownership/leadership-** Notify PACE Center Director in writing or via email of change and provide new ownership/leadership contact info, title, and copy of applicable license per partnership agreement (contract).
- **Change in point of contacts-** Notify PACE clinic of any change in point of contact or contact method prior to change.

PART II

Provision of Services



- **Plan of care-** Provide PACE with plan of care (also known as a “care plan”) upon admission and with any change of condition.
- **Grievances-** Notify the primary contact of the IDT with any Participant Grievances brought forth.
- **Outside Orders-** Call the PACE Center or after-hours number to verify any new outside orders or prescriptions prescribed to the Participant.
- **Service Determination Request-** Notify the primary contact of the IDT of any request by the participant, participant’s designated representative or 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, and InnovAge PACE Plan of Care.

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.



PART II

Provision of Services

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

Cancellations

If a Participant is not going to attend the PACE Center for their normally scheduled day or to attend an outside appointment, the Participant or Contracted Housing Facility should contact the Participant's PACE Center Transportation Dispatch at the number listed in Appendix D, at least one day in advance, whenever possible, to notify them of the cancellation(s). This will allow 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: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. The PACE Centers also may be closed due to weather, water or power outages and any other reason beyond 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 Operating Line at the number listed in Appendix D when you want to know if the PACE Center is operating for normal hours and appointments. The PACE Operating Line is available 24/7 and updated as often as necessary with any schedule changes.

Treatments and Medications

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

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.

5.4 Supplies

InnovAge PACE maintains supply stocks for its Participants at the PACE Center. InnovAge PACE will provide incontinence supplies and other supplies to Participants residing in a contracted assisted living or residential care facility, as needed. Supplies available may include pull-up briefs, tabbed briefs, small incontinence pads, large incontinence pads, wet wipes, and under pads for the bed. Contracted Housing Providers may order supplies by calling the PACE Center's Supply Line and leaving a voicemail message with the Participant's name, size, and the supply type requested. Contracted Housing Providers may also order liquid nutritional supplements for Participants on the Supply Line. Most supplies will be delivered the following business day after an order is placed. A Contracted Housing Provider may also elect to have supplies delivered directly to their facility from the manufacturer by arrangement with the PACE Center staff. The Supply Lines for each PACE Center are listed in Appendix D.

Oxygen

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.



PART II

Provision of Services

5.5 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.



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. Change Healthcare is our current Clearinghouse provider, and we are listed under InnovAge.

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.

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

Claims Direct Phone Line for Claims Status and Claim inquiries: 720-382-7015 or 855-542-7622

Change Healthcare Electronic Data Interchange Payer Number: 31182

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 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. 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.

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@myinnovage.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.



PART III

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

APPENDIX A

Participant Bill of Rights

Purpose: Describes the rights guaranteed to all PACE/LIFE participants.

Definitions/Acronyms: None.

Policy: InnovAge will have a written participant bill of rights designed to protect and promote the rights of each participant. Those rights include, at a minimum, the rights listed below.

InnovAge will inform a participant upon enrollment, in writing, of his/her rights and responsibilities, and all rules and regulations governing participation.

InnovAge will have a written policy and implement procedures to ensure that the participant, his/her representative, if any, and staff understand the participant rights.

InnovAge will protect and provide for the exercise of the participant's rights.

InnovAge will write the participant rights in English, and in any other principal languages of the community, as determined by the State in which the PACE/LIFE organization is located. In the absence of a state standard, a principal language of the community is any language that is spoken by at least 5 percent of the individuals in the PACE/LIFE organization's service area. The participant rights will be displayed in a prominent place in each PACE/LIFE Center.

Participant Rights

Respect and non-discrimination: Each participant has the right to considerate, respectful care from all PACE/LIFE employees and contractors at all times and under all circumstances. Each participant has the right not to be discriminated against in the delivery of required PACE/LIFE services based on race, ethnicity, national origin, religion, age, gender, gender identity, sexual orientation, mental or physical disability, or source of payment. Specifically, each participant has the right to the following:

- To receive comprehensive health care in an accessible manner and in a safe, clean environment.
- To be treated with dignity and respect, be afforded privacy and confidentiality in all aspects of care and be provided humane care.
- To know the names and responsibilities of the people providing your care.
- To be free from harm including physical and mental abuse, neglect, corporal punishment, involuntary seclusion, excessive medication, and any physical or chemical restraint imposed for the purposes of discipline or convenience and not required to treat the participant's medical symptoms.
- To be encouraged and assisted to exercise rights as a participant, including the Medicare and Medicaid appeals processes as well as civil and other legal rights.

- To be encouraged and assisted to recommend changes in policies and services to PACE/LIFE staff.
- To have reasonable access to a telephone while at the PACE/LIFE Center Not be required to perform services for the PACE/LIFE program.

Information disclosure: Each participant has the right to receive accurate, easy-to-understand information and to receive assistance in making informed health care decisions. Specifically, each participant has the following rights:

- To be fully informed in writing of the services available from the PACE/LIFE organization, including identification of all services that are delivered through contracts, rather than furnished directly by the PACE/LIFE organization. Participants will be informed of their rights prior to and upon enrollment in the PACE/LIFE organization and at the time a participant's needs necessitate the disclosure and delivery of such information to allow the participant to make an informed choice.
- To have the enrollment agreement fully explained in a manner understood by the participant.
- To examine, or upon reasonable request, to be helped to examine the results of the most recent review of the PACE/LIFE organization conducted by CMS or the State Administering Agency and any plan of correction in effect.

APPENDIX A

Participant Bill of Rights

- To have someone help them if they have a language or communication barrier so they can understand all information (medical and nonmedical) given to them.
- To have access to interpreter services for limited English proficiency 24 hours a day, either through telephone language services or interpreter.
- To get marketing materials in English and in any other frequently used language in their community.

Choice of providers: PACE/LIFE participants have the right to choose a health care provider within the PACE/LIFE program's network that is sufficient to ensure access to appropriate high-quality health care. Specifically, each participant has a right to the following:

- To choose his/her primary care physician and specialists from within the PACE/LIFE network.
- To request that a qualified specialist for women's health services furnish routine and preventive women's health services.
- To disenroll from the program at any time and have such disenrollment be effective the first day of the month following the date the PACE/LIFE organization receives the participant's notice of voluntary disenrollment.

Access to emergency services. Each participant has the right to access emergency health care services when and where the need arises without prior authorization by the PACE/LIFE Interdisciplinary Team.

Participation in treatment decisions: Each participant has the right to fully participate in all decisions related to his/her treatment. A participant who is unable to participate fully in treatment decisions has the right to designate a representative. Specifically, each participant has the following rights:

- To have all treatment options explained in a culturally competent manner and in a language they understand and to make health care decisions, including the right to refuse treatment and be informed of the consequences of the decision.
- To be fully informed of their health and functional status by the Interdisciplinary Team.
- To have the PACE/LIFE organization explain advance directives and to establish them, if the participant so desires.

- To participate in the development and implementation of the plan of care.
- To request a reassessment by the Interdisciplinary Team.
- To be given reasonable advance notice, in writing, of any transfer to another treatment setting and the justification for the transfer (that is, due to medical reasons or for the participant's welfare, or that of other participants). The PACE/LIFE organization must document the justification in the participant's medical record.

Confidentiality of health information: Each participant has the right to communicate with health care providers in confidence and to have the confidentiality of his/her individually identifiable health care information protected. Each participant also has the right to review and copy his/her own medical records and request amendments to those records. Specifically, each participant has the following rights:

- To be assured of confidential treatment of all information contained in the health record, including information contained in an automated data bank.
- To be assured that his/her written consent will be obtained for the release of information or photographs to persons not otherwise authorized under law to receive it.
- To provide written consent that limits the degree of information and the persons to whom information may be given.
- To have sensitive services such as sexually transmitted Disease (STD) and HIV testing and counseling to be kept confidential.

Complaints and appeals: Each participant has the right to a fair and efficient process for resolving differences with the PACE/LIFE organization, including a rigorous system for internal review by the organization and an independent system of external review. Specifically, each participant has the following rights:

- To be encouraged and assisted to voice complaints to PACE/LIFE staff and outside representatives of their choice, free of any restraint, interference, coercion, discrimination, or reprisal by the PACE/LIFE staff.
- To appeal any treatment decision by the PACE/LIFE program, its employees, or contractors.

APPENDIX A

Participant Bill of Rights

Restraints: Please refer to the InnovAge policy on restraints for detailed information. If the Interdisciplinary Team determines that a restraint is needed to ensure the participant's physical safety or the safety of others, the use must be imposed for a defined, limited period of time, based upon the assessed needs of the participant, be imposed in accordance with safe and appropriate restraining techniques, be imposed only when other less restrictive measures have been found to be ineffective to protect the participant or others from harm, be removed or ended at the earliest possible time and the condition of the restrained participant must be continually assessed, monitored and reevaluated.

Procedure:

1. During the enrollment process, the enrollment representative will inform participants and his/her representative, if any, in writing, using the Enrollment Agreement and in a manner understood by the participant, of their rights and responsibilities and all rules and regulations governing participation and answer any questions they have.
2. Participants are informed, in writing, of their rights on an annual basis and any time they request an explanation. PACE/LIFE staff will ask participant and/or caregiver if they understand their rights.
3. New employees will be informed of participant rights during their orientation process. Acknowledgment of receiving information on participant rights will be filed in the employees' personnel file.
4. All employees will receive information on participant rights at least annually as part of the employee education program.
5. Independent contractors will be informed of participant rights at the onset of the contractual agreement. Evidence of contractor orientation will be kept in the departmental file.
6. Any violation of participant rights will be responded to and rectified following the procedures outlined in the policy on grievances.

Related Documents/Resources:

InnovAge HIPAA Privacy policies

Grievance policy

Appeals policy

Restraint policy

§460.110, 460.112, 460.114, 460.116, 460.118

APPENDIX B

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; and
- 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 Quality Team, and ensure that the grievance is addressed in a timely manner.

Listening Form refers to a document available to participants, caregivers, and staff 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.

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 always maintain the confidentiality of a participant's grievance 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.

InnovAge will follow the process for grievance resolution defined by 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).

APPENDIX B

Grievance Process

Procedure: The Corporate Compliance Officer 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.

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.
- c. Any method of transmission of grievance information from one InnovAge staff member to another shall ensure the confidentiality of the grievance.
- d. Any InnovAge staff member can assist the participant and/or his/her representative in filing a grievance, as necessary.
- e. The Listening Form (Attachment #1) is available at center locations and electronically. 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.

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 center locations and electronically. 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.

Documentation of Grievances

- a. All grievances expressed either orally and/or in writing, will be documented in the Grievance Log (Attachment #2) on the day that it is received or as soon as possible after the event or events that precipitated the grievance.
- 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. Grievances received either in person or by telephone are documented on the Listening Form by the InnovAge staff person receiving the grievance.
- c. Complete details of the grievance must be documented so that the grievance can be resolved within thirty (30) calendar days. Applies to PA LIFE only: Grievances will be resolved within five (5) business days. 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 designated staff of the Quality 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.

APPENDIX B

Grievance Process

Acknowledgment of Receipt, Notification, and Initial Investigation of Grievance

- a. InnovAge staff receiving the grievance will notify the Designated Program Staff and Quality Department within one working 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 or Card (Attachment #3, 4) and document the acknowledgement in the Grievance Log for tracking purposes. When necessary, the Designated Program Staff will acknowledge receipt of the grievance by telephone.
- d. If there are multiple grievances on the Listening form, each one must be addressed by the appropriate Resolving Manager.
- e. Grievances related to the quality of medical care will promptly be submitted 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. The Resolving Manager will make reasonable efforts 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.
- b. Designated Program Staff will send written notification of the resolution of the grievance to the participant and/or his/her representative (Attachment #5.).
- c. In the event resolution is not reached within thirty (30) calendar days, the participant and/or his/her representative will be notified in writing of the status and estimated completion date of the grievance resolution (Attachment #6.).
- d. Designated Program Staff will document all steps of the grievance resolution in the Grievance Log. The Grievance Log will be monitored by designated staff of the Quality 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 and he or she is dissatisfied with the resolution of the grievance, the Participant may pursue other steps as defined by state specific regulations.

APPENDIX B

Grievance Process

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 the Grievance Log.
- c. Designated staff of the Quality Department is responsible for maintaining, aggregating, and analyzing information related to grievances. This information will be used in the internal quality improvement program.
- d. A written summary of grievances including number, type, location, and disposition are reported to the Chief Medical Officer, Regional Medical Officers, Chief Operating Officers on a quarterly basis. A written summary of grievances is provided 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 files copies of all grievances, the responses to them, and logs recording them for a period of six (6) 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 log and files to ensure compliance and correspondence with other data reporting systems (i.e., HPMS reports).

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.

Related Documents/Resources:

Addendums:

Addendum A: California State Specific Guidance

Addendum B: Pennsylvania State Specific Guidance

Attachments:

Attachment 1: Listening Form

Attachment 2: Grievance Log

Attachment 3: Acknowledgement Letter for Receipt of Grievance

Attachment 4: Acknowledgement Card for Receipt of Grievance

Attachment 5: Grievance Resolution Letter

Attachment 6: Grievance Non-Resolution Letter

APPENDIX C

Appeals Process

Purpose: Describes the process for responding to and resolving appeals.

Definitions/Acronyms:

Appeal - For purposes of this policy, an appeal is a participant's action taken with respect to InnovAge's non-coverage of, or non-payment for a service including denials, reductions, or termination of services.

Standard appeal -The standard review process for response to and resolution of appeals is 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.

Policy: This policy is the formal, written appeals process for responding to and resolving appeals.

Upon enrollment, at least annually thereafter, and whenever the Interdisciplinary Team (IDT) denies a request for services or payment, InnovAge will give a participant written information on the appeals process.

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.

Procedure:

1. Upon enrollment, the Enrollment Representative will provide participants with information about the appeals process using the Enrollment Handbook. At least annually thereafter, the Social Worker will give the participant appeal information that documents the appeals process.
2. If a participant or his/her designated representative, requests to initiate or continue a particular service, (SDR), the IDT must notify the participant/representative of its decision to approve or deny the request as expeditiously as the participant's condition requires, but no later than 72 hours after the date the IDT receives the request.
3. The IDT member who receives the request will bring the request to the next scheduled meeting of the IDT.
4. The IDT may extend the 72-hour timeframe by no more than 5 additional calendar days for either of the following reasons:
 - a. The participant/representative requests the extension.
 - b. The IDT documents its need for additional information and how the delay is in the interest of the participant.
5. If the IDT denies the service request, the professional representing the requested service will explain the denial to the participant/representative and will record the specific reasons for the denial in clear, understandable language in the written Notice of Action (NOA) which serves as written denial of coverage or payment. The NOA will be sent to all parties involved in the appeal. Included with the NOA will be documentation that describes for the participant how to file an appeal, including appeal rights.
6. If the IDT fails to provide the participant with timely notice of the resolution of the request or does not furnish the services required in a timely manner, this constitutes an adverse decision and the participant's request must be automatically processed as an appeal.
7. The participant has (180-CA, 30-CO, & NM, 14-VA, PA N/A) calendar days from the date of the NOA to file an appeal. A participant or his/her representative may file an appeal verbally by speaking to their Social Worker, other member of the IDT or by speaking with a representative of the InnovAge Compliance Department. A participant may also file an appeal by providing a written request to their Social Worker, other member of the IDT or by sending the written request to the InnovAge Compliance Department. The InnovAge staff member receiving the appeal will document the details of the appeal on the Appeal Form.

APPENDIX C

Appeals Process

8. During the appeals process, InnovAge must meet the following requirements:

- a. For a Medicaid participant, continue to furnish the disputed services until issuance of the final determination if InnovAge is proposing to terminate or reduce services currently being furnished to the participant and if the participant requests continuation with the understanding that he or she may be liable for the cost of the disputed service if determination is not made in his or her favor.
- b. Continue to furnish to the participant all other required services.

Expedited appeal process:

9. For situations in which the participant believes that his or 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 the appeal as expeditiously as the participant's health condition requires, but no later than 72 hours after the Compliance Department receives the appeal.
10. InnovAge may extend the 72-hour timeframe by up to 14 calendar days if the participant requests the extension or if InnovAge can justify to the SAA the need for additional information and how the delay is in the interest of the participant. The participant may file a grievance on this decision if he or she is dissatisfied.
11. A representative of the Compliance Department will appoint an appropriately credentialed, impartial third party who was not involved in the original action and who does not have a stake in the outcome of the appeal, to review the participant's appeal. The third party will respond to the appeal as expeditiously as the participant's health condition requires, but no later than 72 hours after Compliance Department receives the appeal.
12. In the case of an expedited appeal review, the participant/representative will be notified orally and in writing of the outcome of the appeal.

Appeal Process:

13. If requested, the Social Worker will provide assistance if the participant/representative wishes to file an appeal. If the participant filing the appeal does not speak English, an interpreter will be provided to facilitate the appeals process.
14. The Social Worker will ask the participant/representative if they would like to present their point of view verbally or in writing during the appeal review process. If in writing, the Social Worker may record the statement, if requested. The Social Worker will complete the Appeal Form and email it to appeals@myinnovage.com on the day the appeal is filed. The NOA, supporting documentation and written statement from participant must be emailed along with the appeal form.
15. A representative of the Compliance Department will acknowledge receipt of the appeal to the person/s who filed the appeal in writing within 5 calendar days, except for Pennsylvania which requires a 24-hour acknowledgement verbally or in writing.
16. If the participant/representative contacts the Compliance Department directly to initiate an appeal, the Social Worker will provide the required documentation to the Compliance Department within one day of receipt.
17. If requested, a member of the Compliance Department will assist the participant/representative in choosing which appeal process to utilize.
18. A statement as to the appeal being filed and the outcome will be documented in the participant's electronic medical record by the Social Worker.
19. The participant/representative has the right to review the medical record and/or supporting appeal documentation, if they request.
20. If the participant/representative chooses to use the Medicaid or Medicare appeal process, the Social Worker will notify the Compliance Department. The Compliance Department will assist the participant in further steps.

APPENDIX C

Appeals Process

21. A representative of the Compliance Department will appoint an appropriately credentialed, impartial third party who was not involved in the original action and who does not have a stake in the outcome of the appeal, to review the participant's appeal. The third party will respond to the appeal as expeditiously as the participant's health condition requires, but no later than 30 calendar days from the date the appeal was initiated.
22. A member of the Compliance Department will provide appropriate written notification to the participant/representative and all other parties involved in the appeal and provide reasonable opportunity to present evidence related to the dispute, in person via phone, as well as in writing, if they wish to present their point of view to the third-party reviewer.
23. If the appeal determination is in favor of the participant, the Compliance Department will notify the participant/representative in writing and verbally. The disputed service will be furnished as expeditiously as the participant's health condition requires but no later than 5 business days from the date of the appeal decision. In some cases, the process to provide, authorize, or order the item will be started within 5 business days. For cases in which the request is for payment the payment must be made within sixty (60) calendar days.
24. If the determination is wholly or partially adverse to the participant, the Compliance Department will, at the same time the decision is made, notify CMS, the SAA, and the participant/representative. The Compliance Department will inform the participant/representative in writing of his/her additional appeal rights under Medicare or Medicaid managed care, or both, and assist the participant in choosing which process to pursue if both are applicable and forward the appeal to the appropriate external entity.
25. InnovAge will maintain, aggregate, and analyze information on appeal proceedings and use this information in the internal quality improvement program.
26. InnovAge will maintain the confidentiality of a participant's appeal at all times throughout and after the appeals process is completed. Information pertaining to appeals will not be disclosed to program staff or contracted providers, except where appropriate to resolve the appeal.

Matrix of Disciplines Responsible for Writing Notices of Action:

Type of service item	Discipline writing notice of action
Powered Mobility Device, DME, rehab services, ramps, prosthetics	PT, OT, or ST, as applicable
Medical treatment, medications, diagnostic services, and medical services (e.g., specialty appointments, etc.)	Primary Care
Center days, Dentures, Eyeglasses, Hearing Aids	Center Director designates. In absence of the Center Director, Day Services Manager/ Supervisor designates.
Housing issues (e.g., team denies NH)	Social Worker not involved in the case, as assigned by Center Director or Day Service Manager.
Home Care services	Home Care Manager

Related Documents/Resources:

Service Delivery Requests policy
 Appeal Information for Participants (English and Spanish)
 Appeal Form
 Notice of Action (English and Spanish)
 Acknowledgment of Receipt of Appeal
 Appeal Determination Letter



APPENDIX D

PACE Center Contacts

InnovAge Florida PACE Center Contacts			
Center Name	Address	Phone	Fax
InnovAge Florida PACE - Orlando	8410 S. Orange Blossom Trail Orlando, FL 32809	689-610-4800	689-610-4841
InnovAge Florida PACE - Tampa	4520 Seeding Circle Tampa, FL 33614	813-697-1350	813-697-1392

APPENDIX E

InnovAge Code of Conduct

Purpose: To outline the ethical and legal obligations of employees and anyone conducting business with InnovAge. Understanding and adhering to these obligations, or Code of Conduct, will help ensure that we fulfill InnovAge's mission and values.

Definitions/Acronyms: None.

Policy: InnovAge is committed to providing the highest quality care to our participants and clients and ensuring that we do so in compliance with all laws, regulations, policies, and ethical standards while preventing fraud, waste, or abuse, of Federal or State health care program.

Procedure: Code of Conduct

Board members, employees 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.

The InnovAge and its representatives have the responsibility to:

1. Ensure that the rights of each participant/client are protected.
2. Ensure that 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 we serve.
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 program.
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 their employment or any information obtained from employment for personal gain. Ensure that proprietary company information is shared only according to policy.
12. Maintain responsible financial management of its resources. InnovAge will ensure accurate, thorough, and timely accounting practices.
13. 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.
14. Maintain professional relationships with clients/participants and not violate the boundaries of professional, ethical care.
15. Decline gifts or gratuities from participants, clients, caregivers of participants, or from any other source for services rendered as an employee of InnovAge.

InnovAge Code of Conduct

16. Create and uphold a work environment that is free from verbal, physical and sexual harassment as well as free from illegal favoritism and discrimination.
17. Communicate and report any instance of wrongdoing which is contrary to the Code of Conduct.

Communication and Reporting Process

An employee may contact the Corporate Compliance Officer, Dana Erwin, at any time on a confidential or anonymous basis. They may contact the Compliance Office by calling:

Corporate Compliance Line: 1.877.773.0362

or by completing the form, Anonymous Reporting of Compliance Violations or Concern. The completed form can be sent via interoffice mail or email to the Corporate Compliance Officer.

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/her reporting responsibility if they report 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 Corporate Compliance Officer immediately.

Employees who choose to report an issue anonymously, either through voicemail or in writing, 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 and procedure manuals contain 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. 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.

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 past 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 and Abuse Policy

Purpose: The purpose of this policy is to educate all InnovAge 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.

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

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

General Information: Pursuant to Section 6032 of the Deficit Reduction Act of 2005, as an entity which receives or makes payments under the Medicaid Program totaling at least \$5,000,000 annually, InnovAge is required to establish 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 and Medicaid. There is a federal False Claims Act, and there are also state laws that address fraud and abuse in the state Medicaid programs.

Federal False Claims Act

Generally, the federal False Claims Act (FCA) applies to any federally funded program, including claims submitted by healthcare providers to Medicare or Medicaid. Violations of the False Claims Act can include "knowingly":

- Submitting a false claim for payment, or
 - Making or using a false record or statement to obtain payment for a false claim, or
 - Conspiring to make a false claim or get one paid, 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
 - Examples of potential false claims include:
 - Billing for services that were never provided;
 - Submitting inaccurate or misleading claims about the type of services provided; or
 - Making false statements to obtain payment for products or services.
- Penalties for violating the federal False Claims Act are significant. Financial penalties for submitting a false claim can total as much as three times the amount of the claim, plus fines of \$5,500 to \$11,000 per false claim.

APPENDIX F

InnovAge Fraud, Waste and Abuse Policy

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 provides administrative remedies for knowingly submitting false claims and statements. 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 \$5,000 per claim plus an assessment of up to twice the amount of each false or fraudulent 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 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 as a result of the false claims. Sometimes the United States Government decides to join the qui tam suit. If the suit is ultimately successful, the whistleblower that initially brought the suit may be awarded a percentage of the funds recovered.

However, regardless of whether the Government participates in the lawsuit, the court may reduce the whistleblower’s share of the proceeds if the court finds that the whistleblower planned and initiated the false claims violation. Further, if the whistleblower is convicted of criminal conduct related to his role in the preparation or submission of the false claims, the whistleblower will be dismissed from the civil action without receiving any portion of the proceeds.

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 as a result 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 as a result of the discrimination, such as litigation costs and reasonable attorney’s fees.

State False Claims Acts

In addition to the federal statutes outlined in this policy, most states have also enacted Medicaid false claims statutes, which generally mirror the federal FCA in many respects. It is important that employees, contractors and agents of InnovAge familiarize themselves with the operative false claims laws in the states in which they are providing services.

Procedures: 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. They may contact the Compliance Office by calling:

InnovAge Fraud, Waste and Abuse Policy

Corporate Compliance Line: 1.877.551.7514

or by completing the form, Anonymous Reporting of Compliance Violations or Concern.

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.

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 Medicaid if the physician has a financial relationship (including either an investment interest or a compensation arrangement) with the entity, unless an exception applies.

Regulatory Citation:

Deficit Reduction Act of 2005, § 6032	42 U.S.C. § 1396a(a)(68)
Federal False Claims Act	31 U.S.C. § 3729 et seq.
Program Fraud Civil Remedies Act of 1986	31 U.S.C. § 3801 et seq.
Federal Anti-Kickback Statutes	42 U.S.C. § 1320a-7b
Federal Stark Laws	42 U.S.C. § 1320a-7b; 42 U.S.C. § 1395nn

