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# SAMPLE MEMORANDUM OF UNDERSTANDING

BETWEEN PACE PROGRAM  
AND SPONSORING ORGANIZATION



National  
**PACE**  
Association

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## SAMPLE MEMORANDUM OF UNDERSTANDING BETWEEN PACE PROGRAM AND SPONSORING ORGANIZATION

**Note:** The following **Memorandum of Agreement** is an agreement between two parts of the same corporation. Therefore, a number of typical contractual items are omitted.

This Memorandum of Understanding (the “MOU”), which is entered into this \_\_\_\_ day of \_\_\_\_ 20\_\_, confirms the understanding of (PACE Program) and (Sponsor) with respect to (Sponsor) participation in (PACE Program), acts through (PACE Program) to participate in the Program of All-inclusive Care for the Elderly (“PACE”) which is designed to provide community-based, comprehensive, integrated acute and long term care health care for certain members of the frail elderly population. (PACE Program) operates as a Long Term Care Capitated Assistance Program (“LTCCAP”) provider under the terms of the Prepaid Health Plan Agreement (the “PHP Agreement”) with the (State) (Department) (the “Department”).

The following sets forth (PACE Program)’s and (Sponsor)’s understanding with respect to (Sponsor)’s participation in LTCCAP.

### 1. DEFINITIONS

The capitalized words set forth in this MOU shall have the meaning ascribed below.

- 1.1 Capitated Services means those Covered Services, which are the financial responsibility of (PACE Program) under the PHP Agreement. Except as otherwise provided in this MOU, (Sponsor) shall hold (PACE Program) solely responsible for payment for Capitated Services provided to Participants.
- 1.2 Covered Services means those health services and benefits to which Participants are entitled under the terms of the Evidence of Coverage.
- 1.3 Emergency means a sudden onset of a medical condition manifesting itself by acute symptoms of such severity that the absence of immediate medical attention could reasonably be expected to result in a (PACE Program)-threatening dysfunction of, or loss of, any organ/part or death of the individual.
- 1.4 Participant means a subscriber enrolled in (PACE Program) pursuant to the PHP Agreement and who satisfies the eligibility criteria under the PHP Agreement.
- 1.5 Evidence of Coverage means the coverage document provided to an Participant specifying the services and benefits available to the Participant pursuant to the PHP Agreement.
- 1.6 (PACE Program) Center means the health care center designated by (PACE Program) for the provision of certain Covered Services to Participants.
- 1.7 Medical Assistance means the (City) Medicaid Program.
- 1.8 Medically Necessary means a service or supply which is considered by the general medical community as reasonably calculated to diagnose, correct, cure, alleviate or prevent the worsening of condition(s) that endanger (PACE Program), or cause or aggravate a handicap, or cause the malfunction of an organ or body part, and/or which there is no other recognized effective, more conservative or substantially less costly course of treatment available or suitable for the individual who would receive the service or supply.
- 1.9 Participating Provider means a physician, hospital, skilled nursing facility, home health agency or any other duly licensed institution or health professional employed by or under contract with (PACE Program) to provide health services to Participants. A current list of Participating Providers shall be provided to (Sponsor) by (PACE Program) which may be periodically updated by (PACE Program).
- 1.10 Pre-certification Form means a form approved by (PACE Program) which the Interdisciplinary Team uses to authorize the provision of Covered Services to a Participant.

- 1.11 Primary Care Provider means a health care provider who is a Participating Provider and to whom an Participant has been assigned by *(PACE Program)* as the Participant's Primary Care Provider.
- 1.12 (Sponsor) Facility means a health care facility and agency owned or operated by *(Sponsor)* and that has agreed to provide Covered Services to Participants.
- 1.13 (Sponsor) Staff means those health care professionals or other health care providers or suppliers who are employed by or under contract with *(Sponsor)* or a *(Sponsor)* Facility to provide Covered Services to Participants.
- 1.14 Service Area means the areas of *(area)* *(zip codes)*.
- 1.15 Interdisciplinary Team means the team of health care professionals and other providers designated by *(PACE Program)* that is responsible for supervising, coordinating and authorizing the provision of Covered Services to Participants.

## 2. OBLIGATIONS OF *(PACE Program)*

- 2.1 Administrative Procedures. *(PACE Program)* shall make available to *(Sponsor)* information regarding its administrative procedures (including any subsequent amendments thereto that may be made by either) in the areas of record keeping, reporting and other administrative duties of *(Sponsor)* under this MOU.
- 2.2 Compensation. For all Capitated Services provided to Participants by *(Sponsor)*, which are described in Attachment A and which meet the requirements of this MOU, *(PACE Program)* shall pay to *(Sponsor)* the compensation set forth in Attachment D. *(PACE Program)* shall pay *(Sponsor)* within thirty (30) days of *(PACE Program)*'s receipt of *(Sponsor)*'s claim which satisfies the requirements of Section 3.8 below. *(PACE Program)* shall provide *(Sponsor)* with applicable billing information for all Covered Services at the time *(Sponsor)* seeks pre-certification for such services.
- 2.3 Monitoring. *(PACE Program)* shall monitor the quality of services delivered to Participants and shall initiate corrective action where necessary to improve quality of care, in accordance with standards established pursuant to the PHP Agreement.
- 2.4 Confidentiality. *(PACE Program)* shall safeguard information about Participants according to applicable state and federal laws and regulations.
- 2.5 Identification Stickers. *(PACE Program)* shall issue identification stickers to Participants to affix to their Medical Assistance cards to identify them as Participants in LTCCAP. Upon *(Sponsor)*'s request, *(PACE Program)* will confirm whether an individual is a Participant.

## 3. OBLIGATIONS OF *(Sponsor)*

### 3.1 Provision of Covered Services

- 3.1.1 *(Sponsor)* agrees to arrange for the provision of Covered Services identified in Attachment A hereto. Covered Services shall be provided in accordance with the requirements set forth in Attachment D. *(Sponsor)* acknowledges and agrees that *(PACE Program)* is only responsible to pay *(Sponsor)* for Covered Services which have been set forth in a Pre-certification Form and pre-approved by *(PACE Program)*'s Interdisciplinary Team. Notwithstanding the foregoing, in an emergency, *(Sponsor)* should render Covered Services to the Participant. *(PACE Program)* shall compensate *(Sponsor)* for such services if *(Sponsor)* notifies *(PACE Program)* within twenty-four (24) hours of the provision of the emergency service or by the next business day. *(Sponsor)* agrees to notify *(PACE Program)* of Participants who request service without pre-certification.
- 3.1.2 Referrals. Admissions, additional consultations, diagnostic studies and other selected clinical management decisions will be made in consultation with, and with the approval of, *(PACE Program)*. *(Sponsor)* will make recommendations for the above to *(PACE Program)*. Referrals and diagnostic studies that are not available through *(Sponsor)* staff or facilities only will be ordered

from Participating Providers designated by *(PACE Program)*. All prescriptions ordered by a member of the *(Sponsor)* staff must be filled through a *(PACE Program)* pharmacy.

- 3.1.3 *(Sponsor)*' Staff and Facilities. *(Sponsor)* shall require *(Sponsor)* staff and *(Sponsor)* facilities to abide by the terms of this MOU. *(PACE Program)* reserves the right to terminate the participation hereunder of a member of the *(Sponsor)* staff or a *(Sponsor)* facility if such *(Sponsor)* staff or *(Sponsor)* facility violates any term of this MOU, fails to satisfy the criteria for a subcontractor under the PHP Agreement, or if *(PACE Program)* determines that the continued participation of such provider may negatively impact patient care.
- 3.1.4 Availability of Covered Services. *(Sponsor)* shall ensure that the Covered Services set forth in Attachment A shall be available and accessible to Participants in accordance with standards established by *(PACE Program)*. *(Sponsor)* shall give *(PACE Program)* no less than sixty (60) days prior written notice of any changes in *(Sponsor)* staff or *(Sponsor)* facilities.
- 3.1.5 Quality of Service. *(Sponsor)* agrees that all health care services performed hereunder shall be consistent with proper practice, and that such duties shall be performed in accordance with the customary rules of ethics and conduct of the applicable state and professional licensure boards and agencies.
- 3.1.6 Provision of Non-Covered Services. In the event that *(Sponsor)* provides non-covered Services to a Participant, *(Sponsor)* shall be solely financially responsible for those services. In addition, *(Sponsor)* agrees that it shall be solely financially responsible for any health care services rendered which were not set forth on the Pre-certification Form, except as otherwise provided in Section 3.1.1. *(PACE Program)* shall have no financial responsibility for charges arising from such services, and payments made by *(PACE Program)* for such services, in addition to other remedies available to *(PACE Program)*, may be deducted by *(PACE Program)* from payments otherwise due by *(PACE Program)* to *(Sponsor)*.
- 3.2 Referrals. *(Sponsor)* shall not make referrals of Participants except in an emergency or when authorized by the Interdisciplinary Team. In the event of a referral, *(Sponsor)* will furnish any such referral physician and provider complete information on treatment procedures and diagnostic tests performed prior to such referral.
- 3.3 *(Sponsor)*'s Participants. *(Sponsor)* shall neither refuse to accept as a patient nor seek to transfer an Participant on the basis of the health status or medical condition of such Participant without authorization by *(PACE Program)*. *(Sponsor)* shall not discriminate in the treatment of Participants or in the quality of services delivered to Participants on the basis of race, sex, sexual orientation, age, religion, place of residence, health status or source of payment. *(Sponsor)* agrees to observe, protect and promote the rights of Participants as patients. *(Sponsor)* shall comply with federal requirements regarding advance directives as described in applicable federal regulations and as stipulated by the Participant.
- 3.4 Charges to Participants and Others. *(Sponsor)* shall promptly submit all information needed to make payment. Except as otherwise provided herein, *(Sponsor)* shall accept as payment in full, for Covered Services provided to Participants, the compensation specified in Attachment D. Except as otherwise provided in the PHP Agreement, *(Sponsor)* agrees that in no event including, but not limited to, nonpayment by *(PACE Program)*, *(PACE Program)* insolvency, or breach of this MOU, shall *(Sponsor)* bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Participant, the Centers for Medicare and Medicaid Services ("CMS"), the State Medicaid Agency, any private insurer, or any persons or entities other than *(PACE Program)* acting on a Participant's behalf for Covered Services that are Capitated Services. This provision shall not prohibit collection of special fees made in accordance with the terms of the Evidence of Coverage or as otherwise permitted in Section 3.8. *(Sponsor)* further agrees that: (a) this provision shall survive the termination of this MOU regardless of the cause giving rise to termination and shall

be construed to be for the benefit of the Participant; and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between (*Sponsor*) and Participant, or persons acting on their behalf.

### 3.5 Records and Reports

- 3.5.1 (*Sponsor*) shall maintain or cause to be maintained such records and provide such medical, financial and administrative information to (*PACE Program*) and state and federal government agencies as may be necessary for compliance by (*PACE Program*) with state and federal law, the PHP Agreement, as well as for (*PACE Program*) program management purposes. (*PACE Program*) shall have access (including the right to receive copies of such records at no charge to (*PACE Program*) or the Participant) at reasonable times, upon request, to the medical, billing and financial records of (*Sponsor*) relating to the health care services provided Participants, and to information on the cost of such services, and on special fees received by (*Sponsor*) from Participants for Covered Services.
- 3.5.2 (*Sponsor*) shall maintain or cause to be maintained an adequate system for recording services, charges, dates and all other commonly accepted information elements relating to services rendered to Participants under this MOU. For each Participant who receives services under this MOU, (*Sponsor*) shall maintain on-site an up-to-date medical record which shall include, at a minimum, patient charts and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed under this MOU. Each Participant record must be legible and maintained in detail consistent with all laws and good medical and professional practice, which permits effective internal and external peer review and/or medical audit and facilitates an adequate system of follow-up treatment. Patient records of Participants shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records.
- 3.5.3 (*Sponsor*) shall maintain or cause to be maintained all records related to this MOU for a period of not less than seven (7) years following final payment and retained further if the records are under review or audit until the review or audit is complete. Said records shall be made available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of authorized representatives of (*PACE Program*), the Department or CMS.
- 3.5.4 The Department, the United States Department of Health and Human Services, and Office of the Inspector General shall have the right to evaluate through inspection or other means any records pertinent to (*Sponsor*)'s provision of services to Participants, including quality, appropriateness and timeliness of services performed with the cooperation of (*Sponsor*). Upon request, (*Sponsor*) shall assist in such reviews.
- 3.5.5 (*Sponsor*) agrees to submit such reports as required by (*PACE Program*). All required reports and documentation must be received by (*PACE Program*) in order for invoices to be processed for payment.

### 3.6 Credentialing Requirements

- 3.6.1 (*Sponsor*) warrants and represents that all (*Sponsor*) staff and (*Sponsor*) facilities are fully licensed in the City of (*City*) and shall maintain good professional standing at all times. Evidence of such licensing shall be submitted to (*PACE Program*) upon request. In addition, (*Sponsor*), (*Sponsor*) staff and (*Sponsor*) facilities shall be duly qualified providers under the Medicare and Medicaid programs. Provider warrants that neither it nor any of its employees providing Covered Services under this Agreement, either directly or through subcontractors, have been suspended, excluded from participation in or penalized by Medicaid, Medicare or any other state or federal reimbursement option. (*Sponsor*) agrees to notify (*PACE Program*) the next business day in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure, Medicare or Medicaid qualification, or certification status. In addition,

(Sponsor) shall notify (PACE Program) immediately of the filing of any malpractice claim against (Sponsor), (Sponsor) staff or (Sponsor) facility.

- 3.6.2 (Sponsor) shall procure and maintain such policies of general and professional liability (malpractice) insurance as shall be necessary to insure (Sponsor) and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with the performance of any service provided under this MOU. The amounts and extent of such insurance coverage under this MOU shall be subject to the approval of (PACE Program) and shall be adequate to protect Participants and (PACE Program). In addition, (Sponsor) shall require its (Sponsor) staff and (Sponsor) facilities that are not covered under (Sponsor)'s insurance to maintain general and professional liability insurance in amounts acceptable to (PACE Program). (Sponsor) shall provide memorandum copies of the insurance coverage required under this section to (PACE Program) upon request.

### 3.7 Administration

- 3.7.1 (Sponsor) agrees to cooperate with and participate in all administrative policies and procedures that may be established by (PACE Program) including, but not limited to, internal and external quality management/quality improvement, utilization review programs, and administrative and grievance procedures. (Sponsor) shall comply with all corrective action plans initiated by (PACE Program) and any final determinations rendered through the above programs.
- 3.7.2 (Sponsor) agrees that (PACE Program) may use the name, address, telephone number and type of practice of (Sponsor), (Sponsor) staff and (Sponsor) facilities in (PACE Program)'s roster of Participating Providers and other (PACE Program) materials. (Sponsor) shall not reference (PACE Program) in any publicity, advertisements, notices, or promotional material or in any announcement or communication to the Participants without prior review and written approval of (PACE Program).
- 3.7.3 (Sponsor) agrees to abide by (PACE Program)'s coordination of benefits, duplicate coverage, and subrogation policies and procedures.
- 3.7.4 (Sponsor) warrants and represents that all information and statements given to (PACE Program) in securing or maintaining this MOU are true, accurate and complete. Any inaccurate or incomplete information or misrepresentation of information given by (Sponsor) may result in the immediate termination of this MOU by (PACE Program).
- 3.7.5 (Sponsor) shall cooperate with (PACE Program) in complying with applicable state and federal laws and regulations and the PHP Agreement. (Sponsor) will accept and abide by the (PACE Program) Participant Rights and Responsibilities, attached hereto as Attachment E.
- 3.7.6 (Sponsor) shall make best efforts to ensure that all individuals providing Covered Services that involve direct patient care shall provide at least two (2) weeks prior notice of termination and (Sponsor) shall promptly advise (PACE Program) of same.
- 3.7.7 (Sponsor) shall designate an employee with sufficient authority who shall act as liaison between (Sponsor) and (PACE Program). (Sponsor)'s (staff person), or designee, shall act as the (Sponsor) liaison with (PACE Program). (PACE Program)'s executive director, or designee, shall act as liaison between (Sponsor) and (PACE Program).

### 3.8 Billing. (Sponsor) will bill (PACE Program) in accordance with the following for Covered Services provided to Participants:

- 3.8.1 For all Covered Services that have been pre-certified by the Interdisciplinary Team, (Sponsor) may bill (PACE Program) according to the established fee schedule set forth in Attachment D.
- 3.8.2 (Sponsor) shall submit to (PACE Program) bills for Covered Services that are the financial responsibility of (PACE Program) within ninety (90) days of service. (Sponsor) agrees to send all

claims, payment requests, and other material directly to *(PACE Program)*. In no case shall *(Sponsor)* request payment directly from the Participant. In case of a dispute regarding payment or non-payment of a claim, *(Sponsor)* agrees to deal directly and solely with *(PACE Program)* and shall at no time contact the Participant.

- 3.8.3 *(Sponsor)* shall submit bills to *(PACE Program)* according to a mutually agreed upon format and process. Information will be provided in accordance with DataPACE and LTCCAP reporting requirements, and other CMS and PACE requirements as may be established in future.

#### 4. MISCELLANEOUS TERMS OF THE MOU

- 4.1 Modifications of this MOU. Except as otherwise provided herein, this MOU may be amended or modified in writing as mutually agreed upon by the parties. *(Sponsor)* and *(PACE Program)* agree to renegotiate any provision of this MOU that CMS finds in contravention of federal law or regulation, that the City of *(City)* finds in contravention of the PHP Agreement or associated licensing standards or other regulation, or that is in conflict with evolving standards of relevant accrediting bodies.
- 4.2 Interpretation. This MOU shall be governed in all respects by the laws of the City of *(City)*. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions. The waiver by either party of a breach or violation of any provision of this MOU shall not operate as or be construed to be a waiver of any subsequent breach thereof.
- 4.3 Compliance with Applicable Laws. *(Sponsor)* and *(PACE Program)* agree to recognize and abide by all state and federal laws, regulations and guidelines applicable to the PHP Agreement and to LTCCAP.
- 4.4 Assignment. This MOU shall not be assigned, sublet, delegated or transferred by *(Sponsor)* without the prior written consent of *(PACE Program)*.
- 4.5 Notice. Any notice required to be given pursuant to the terms and provisions hereof shall be sent by certified mail, return receipt requested, postage prepaid, as follows:

to *(PACE Program)* at: (Address)

and to *(Sponsor)* at: (Address)

Notice shall be deemed to be effective when received, but notice of change of address shall be effective upon receipt.

- 4.6 Relationship of Parties. None of the provisions of this MOU is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, nor will either party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. Neither *(Sponsor)* nor *(PACE Program)* shall be liable to any other party for any act of, or any failure to act by the other party to this MOU.
- 4.7 Term and Termination.
- 4.7.1 This MOU shall take effect on the effective date set forth above and shall continue for a period of one year. Thereafter, this MOU shall automatically renew for successive terms of one year, unless terminated as provided herein. This MOU may be terminated by either party at any time by written notice given at least ninety (90) days in advance of such termination.
- 4.7.2 Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party in the event of breach hereof by the other party, provided that such breach is not cured to the non-breaching party's reasonable satisfaction within the thirty (30) days' notice period.



4.7.3 This MOU also may be terminated by *(PACE Program)* effective immediately upon written notice if *(Sponsor)*'s [or if a member of *(Sponsor)* staff's or *(Sponsor)* facility's] license, Medicare or Medicaid participation are suspended, restricted or revoked or if *(Sponsor)* violates Sections 3.4, 3.7.1, or 3.7.4 herein.

4.7.4 Upon termination, the rights of each party hereunder shall terminate, provided, however, that such action shall not release *(Sponsor)* or *(PACE Program)* of their obligations with respect to Section 3.4 and to:

- (a) payments accrued to *(Sponsor)* prior to termination;
- (b) *(Sponsor)*'s agreement not to seek compensation from Participants for Covered Services provided prior to termination; and
- (c) completion of treatment of Participants then receiving care until continuation of the Participant's care can be arranged by *(PACE Program)* as determined by the Interdisciplinary Team.

4.7.5 *(Sponsor)* and *(PACE Program)* recognize that in the event of the termination of the PHP Agreement, this MOU shall terminate immediately.

4.8 No Third Party Rights. The obligations of each party to this MOU shall inure solely to the benefit of the other party, and no person or entity shall be a thirdparty beneficiary of this MOU, except to the extent specifically provided herein.

4.9 Conflict. In the event of a conflict between the terms of this MOU and the terms of PHP Agreement, the terms of the PHP Agreement shall prevail.

*(PACE Program)* and *(Sponsor)* hereby acknowledge and agree to the foregoing terms of this MOU to be effective on the Effective Date set forth above.

*(PACE Program)*

*(Sponsor)*

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: *(Title)*

Title: *(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT A

### COVERED SERVICES

(Sponsor) shall bill (PACE Program) for the following Covered Services that have been pre-certified by the Interdisciplinary Team:

- Audiology services
- Consulting pharmacy services
- Prescribed drugs
- Nursing facility services
- Specialist physician services
- Respiratory care services
- Speech pathology services
- Prosthetic and orthotic supplies
- Inpatient hospital services
- Outpatient hospital services
- Laboratory/pathology services
- Radiology and Imaging services
- Emergency services
- Home infusion services



## ATTACHMENT B

(INSERT LIST OF FACILITIES)



## ATTACHMENT C

### REQUIREMENTS FOR COVERED SERVICES

In providing Covered Services to Participants, *(Sponsor)* shall abide by the terms of the MOU and the requirements of this Attachment.

#### I. Outpatient Specialty Physician/Ambulatory Services

- Services to be provided based on the provider's customary practice location.
- Referrals for routine consultations will be seen within two (2) weeks, and a written report will be provided to the Interdisciplinary team within two (2) weeks thereafter.
- Referrals for urgent consultations will be seen by the end of the next business day, with a same day verbal report to the Interdisciplinary team and a written report provided to the Interdisciplinary Team within one (1) week.
- Admissions, additional consultations, diagnostic studies and other selected clinical management will be made in consultation with, and the approval of, the Interdisciplinary Team.

#### II. Inpatient

- *(PACE Program)* Primary Care Provider physician admissions shall be made to *(Hospital/Medical Center's)* acute care for the elderly (ACE) unit. Specialist admissions should be made to the ACE unit whenever feasible.
- *(Sponsor)* shall grant *(PACE Program)* Primary Care Providers admitting privileges at those *(Sponsor)* facilities to which *(PACE Program)* Participants may be admitted, as long as the provider otherwise meets the standards and requirements for privileges. Applications for admitting privileges shall be processed within two (2) weeks of submission of the completed application and application fee or as soon as reasonably practicable thereafter.
- Admissions for surgical services require a consultation by a *(PACE Program)* Primary Care Provider physician.
- Other specialty consultations require pre-certification by the Interdisciplinary Team and approval by a *(PACE Program)* Primary Care Provider physician.
- *(Sponsor)* will accept Interdisciplinary Team recommendations on any issues regarding restorative function.
- Discharge decisions will be made jointly with the Interdisciplinary Team.
- Inpatient case management and clinical coordination shall be performed by *(PACE Program)* Primary Care Providers in collaboration with *(Sponsor)*. *(PACE Program)* Primary Care Provider nurse practitioners must have practice privileges within the *(Sponsor)*.

Participants admitted to other hospitals through the emergency room will be transferred to *(Sponsor)* according to *(Sponsor)* established protocols. Participants seen at non-*(Sponsor)* hospital emergency rooms who require admission will be admitted to *(Sponsor)* in accordance with *(Sponsor)* established protocols.

#### III. Respiratory Care

- Respiratory care services will be provided by a member of the *(Sponsor)* Staff who is a licensed therapist, and will be provided at the *(PACE Program)* Center, in the Participant's home, and in nursing homes.

#### IV. Laboratory/Pathology

- Laboratory diagnostic services will include daily specimen pick up plus stat.
- Routine results reporting will be provided to the Interdisciplinary Team within forty-eight (48) hours. Reporting requirements for urgent situations shall be agreed to by (*Sponsor*) and (*PACE Program*).

#### V. Radiology and Imaging Services

- For routine referrals for plain films, the service will be provided within one (1) business day. For all other imaging studies, e.g., nuclear medicine, contrast studies, CT and MRI, the service will be provided within five (5) days.
- Written reports will be provided to the Interdisciplinary Team within one (1) week after the study provided that a verbal report will be given on the same day of the study.

#### VI. Pharmacy

- Turnaround time for pharmacy delivery shall be one (1) day per a mutually agreed to mechanism, with special arrangements to accommodate stat needs (pick up through (*PACE Program*) or delivery by (*Sponsor*) at (*PACE Program*)'s expense).
- All prescriptions ordered by a member of the (*Sponsor*) Staff must be filled through the (*PACE Program*) Interdisciplinary Team.

#### VII. Nursing Facility Services

- Admission will be subject to the Participant's level of care and bed availability.
- Provider shall grant (*PACE Program*) Primary Care Provider physicians admitting privileges, providing they otherwise meet the standards and requirements for privileges. Applications for admitting privileges shall be processed and confirmed within two (2) weeks of submission of the application with required documentation, or as soon as practicable thereafter. The Participant's (*PACE Program*) Primary Care Provider physician shall be the Participant's attending physician throughout the course of any admission, or his/her (*PACE Program*) designee providing coverage during his/her absence.
- When a (*PACE Program*) Participant is placed on a short term or permanent basis, the (*PACE Program*) Participant is to be reported as a Non-MA resident.
- For each (*PACE Program*) Participant admitted to a (*Sponsor*) nursing facility who is subsequently hospitalized during the course of the nursing facility admission, (*PACE Program*) shall have the option to pay and (*Sponsor*) shall accept payment at the rate set forth in Attachment D to hold the Participant's bed for his/her anticipated return from the hospital, up to a total of 30 days per hospitalization. Such bed holds must be requested by (*PACE Program*) in increments of fifteen (15) days, although (*PACE Program*) will only be financially liable for actual bed hold days used. If a (*PACE Program*) Participant's hospitalization exceeds the 30-day limit, (*Sponsor*) agrees to give the (*PACE Program*) Participant the first available bed, or (*PACE Program*) may pay the (*Sponsor*) full bed hold rate of \$ ( ) to continue holding the bed, at (*PACE Program*)'s discretion.



**ATTACHMENT D**  
**(INSERT COMPENSATION SCHEDULE)**



## **ATTACHMENT E**

**(INSERT PARTICIPANT RIGHTS AND RESPONSIBILITIES)**

