



Pennsylvania LIFE - Germantown

# **Germantown LIFE Center**

# ENROLLMENT AGREEMENT

Revision Date: 12/07/2022

All enrollments from 01/01/2023 forward must use this version or the form will be returned, and enrollment may be delayed.

*known nationally as the  
Program of All-inclusive Care for the Elderly (PACE)*



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## Welcome to LIFE

Welcome as a potential participant in the Living Independence for the Elderly (LIFE) Program! You are encouraged to review this agreement carefully. Your LIFE provider will be happy to answer any questions you have about the program and what it can do for you. If you decide to enroll, you should keep this booklet as it becomes your Enrollment Agreement, which is a contract between you and your LIFE Provider.

The LIFE Program is an all-inclusive program that combines medical and long-term care services in a community setting for its participants (also known as members).

To be eligible, you must:

- Be age 55 or older.
- Live in the service area of your LIFE Provider.
- Be certified as eligible for nursing home care by the Pennsylvania Department of Human Services (Department).
- Be able to live in a community setting without jeopardizing your health or safety.

The goals of LIFE are:

- To maximize the independence, dignity, and respect of LIFE members.
- To help LIFE members be more independent and improve their quality of life.
- To provide coordinated, quality health care to LIFE members.
- To help LIFE members live safely in their homes and communities for as long as possible.
- To help support and keep LIFE members together with their family.

**Note:** *To enroll in LIFE, individuals must either be certified by the Department as Medical Assistance eligible or be able to privately pay.*

**IMPORTANT NOTICE:** The benefits under this program are made possible through an agreement that LIFE has with the Department (through the Office of Long-Term Living) and the Centers for Medicare and Medicaid Services (CMS). If you decide to enroll in the program, you agree to accept benefits from LIFE in place of the usual Medical Assistance and Medicare benefits. You will no longer receive services through your current health care provider. Your LIFE Provider will review and provide you with a list of their network providers.

**Please examine this agreement carefully.** Enrollment is voluntary. If you are not interested in enrolling in our program, you may return the agreement to your LIFE Provider without signing it. You may also wait to sign the Enrollment Agreement until a Medical Assistance eligibility determination is made by the County Assistance Office (CAO) if you are applying for Medical Assistance to pay for your care. If you do enroll with the LIFE Provider, you will still be able to terminate the agreement at any time if you change your mind. The termination will be effective the first day of the month after your LIFE Provider receives your notice to disenroll. To terminate the agreement, you must notify your LIFE Provider and will be asked to sign a voluntary disenrollment form.

## Definitions

**BENEFITS AND COVERAGES** means the health and health-related services provided to you through this agreement. These services take the place of the benefits you would otherwise receive through Medical Assistance and/or Medicare. This is made possible through a special arrangement between LIFE Provider, the Department's Office of Long-Term Living, and the federal government's CMS. This agreement gives you the same benefits you would receive under Medical Assistance and/or Medicare, in addition to other benefits. To receive any benefits under this agreement, you must meet the conditions described in this agreement.

**CAPITATION AMOUNT** means the monthly amount, as determined by the Department and CMS, paid to a LIFE Provider to provide services to a LIFE Participant.

**DEPARTMENT** means the Pennsylvania Department of Human Services.

**ELIGIBILITY FOR NURSING FACILITY CARE** means that your health status meets the Department's criteria for nursing facility level of care. LIFE's goal is to care for you SAFELY in the community as long as it is medically and socially feasible, even though you are eligible for a nursing facility level of care.

**EMERGENCY MEDICAL CONDITION** is a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual in serious jeopardy, (b) serious impairment to bodily functions, or (c) serious dysfunction of any bodily organ or part.

**EMERGENCY SERVICES** are covered inpatient and outpatient services that: (a) are furnished by a Provider, and (b) are needed to evaluate or stabilize an Emergency Medical Condition.

**ENROLLMENT AGREEMENT** means this document between you and your LIFE Provider, which establishes the terms and conditions and describes the benefits available to you. This enrollment agreement remains in effect until disenrollment and/or termination take place.

**EXCEPTION** means any part of the agreement that eliminates or reduces the benefits for a specific hazard or condition.

**HEALTH SERVICES** are services such as, but not limited to, medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology. Health services may be provided at the LIFE center, in your home, or in professional offices of specialists, hospitals, or nursing homes under agreement with your LIFE Provider.

**HOSPITAL SERVICES** are those services that are generally and customarily provided by acute general hospitals.

**LIFE** is an acronym for Living Independence for the Elderly (LIFE) Program. LIFE is the Department's community-based managed care program for adults 55 and older who need a nursing facility level of care and is based on the federal Program of All-inclusive Care for the Elderly (PACE).

**LIFE CONTRACTED PROVIDER** is defined as a health facility, health care professional, community living support service, or agency, which has contracted with LIFE to provide health and/or health-related services to participants.

**LIFE HEALTH TEAM** describes the LIFE Program's health team, also known as Inter-disciplinary team (IDT), which consists of at least a primary care physician, master's level social worker, registered nurse, physical therapist, recreational therapist or activity coordinator, occupational therapist, dietitian, LIFE center manager, home care coordinator, personal care attendant and driver. Your LIFE Provider will assess your medical, functional, and psychosocial status, and develop a care plan that identifies the services needed. Many of the services are provided and monitored by this LIFE health team. The LIFE health team must authorize all services you receive. The health team will perform periodic reassessments of your needs, and changes in your care plan may occur.

**NURSING FACILITY** is defined as a health facility licensed for long-term care by the Commonwealth of Pennsylvania.

**OTHER SERVICES** are those services that support the provision of health services and help you maintain your independence. Such services include escort, language translation, transportation, and assistance with housing problems.

**OUT-OF-SERVICE AREA** means any area beyond your LIFE Provider's approved county or zip code Service Area.

**PACE** is the Program of All-inclusive Care for the Elderly, a community-based model of care that began as a demonstration waiver in San Francisco, was replicated nationally through federal waivers and was authorized as a Medicare program and Medical Assistance state option in the Balanced Budget Act of 1997.

**PARTICIPANT** (also known as a Member) is defined as a person who meets LIFE's eligibility criteria and voluntarily signs an enrollment agreement with LIFE Provider. The words "you" or "your" refer to a participant.

**PLAN ADVISORY COMMITTEE** is the committee that reports to and advises your LIFE Provider's governing board and establishes committees on matters related to the grievance and appeal process; quality assurance; utilization review process; and ethics. The committee is required to invite and/or include participants of the program, caregivers, community groups, and other individuals such as the local Area Agency on Aging and Ombudsman.

**SERVICE AREA** means the county or zip codes in which your LIFE Provider provides care.

**SERVICE LOCATION** is described as any location at which a participant obtains any health or health-related service under the terms of this agreement.

**URGENT CARE** is care provided to a LIFE participant who is out of the LIFE Provider's service area, and who believes their illness or injury is too severe to postpone treatment until they return to the service area, but their life or function is not in serious jeopardy.

**URGENT MEDICAL CONDITION** is an illness, injury, or severe condition which under reasonable standards of medical practice should be diagnosed and treated within a twenty-four (24) hour period and, if left untreated, could rapidly become a crisis or Emergency Medical Condition. The term also includes situations where a Participant's discharge from a hospital will be delayed until services are approved or a Participant's ability to avoid hospitalization depends upon prompt approval of services.



## **Your Rights as a Participant**

When you enroll in the LIFE Program, you have certain rights and protections. Your LIFE Provider must fully explain your rights to you or someone acting on your behalf in a way you can understand at the time you join. At the LIFE Program, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicare-covered items and services and Medicaid services, and other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day, 7 days a week. Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:

### **You have the right to be treated with respect.**

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

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be free from harm. This includes excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged and helped to use your rights in your LIFE Program.
- To get help, if you need it, to use the Medicare and Medical Assistance complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to LIFE staff about changes in policy and services you think should be made.
- To use a telephone while at the LIFE Center.
- To not have to do work or services for your LIFE Program.

### **You have a right to protection against discrimination.**

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

- Race
- Ethnicity
- National Origin
- Religion
- Age

- Sex
- Mental or physical disability
- Sexual Orientation
- Source of payment for your health care (For example, Medicare or Medical Assistance).

If you think you have been discriminated against for any of these reasons, contact a staff member at your LIFE Provider to help you resolve your problem. If you have any questions, you can call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

### **You have a right to information and assistance.**

You have the right:

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

### **You have a right to a choice of providers.**

You have the right to choose your health care providers, including your primary

care provider and specialists, from within your LIFE Provider's network and to get quality health care. Women have the right to get services from a qualified women's health care specialist for routine or preventive women's health care services.

You have the right to reasonable and timely access to specialists as indicated by your health condition and consistent with current clinical practice guidelines.

**You have the right to necessary care.**

You have the right to receive care in all care settings, up to and including placement in a long-term care facility when your LIFE Provider can no longer provide you the services necessary to keep you safely in the community.

**You have a right to access emergency services.**

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

**You have the right to fully participate in all decisions related to your health care.**

If you cannot fully participate in your treatment decisions or you want someone you trust to help you, you have the right to choose that person to act on your behalf.

You have the right:

- To have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your health.
- To have your LIFE Provider help you create an advance directive if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- To be given advance notice, in writing, of any plan to move you to another

treatment setting and the reason you are being moved.

**You have a right to have your health information kept private.**

- You have the right to talk with health care providers in private and to have your personal health care information kept private and confidential, including health data that is collected and kept electronically, as protected under State and Federal laws.
- You have the right to look at and receive copies of your medical records and request amendments.
- You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.

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

**You have a right to file a complaint, request additional services or make an appeal.**

- You have a right to complain about the services you receive or that you need and don't receive, the quality of your care, or any other concerns or problems you have with your LIFE Provider. You have the right to a fair and timely process for resolving concerns with your LIFE Provider. You have the right:
  - To a full explanation of the complaint process.
  - To be encouraged and helped to freely explain your complaints to LIFE staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
- To contact 1-800-Medicare for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.
- To request services from the LIFE Provider that you believe are necessary.
  - To a comprehensive and timely process for determining whether those services should be provided.
  - To appeal any denial of a service or treatment decision by your LIFE Provider, staff, or contractors.

## **You have a right to leave the program.**

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

## **Additional Help:**

If you have complaints about your LIFE Provider, think your rights have been violated, or want to talk with someone outside your LIFE Provider about your concerns, call the Department's Participant Hotline at 1-800-757-5042. You may also contact 1-800-MEDICARE for information and assistance or to make a complaint related to the quality of care or delivery of a service.

## **Participant and Caregiver Responsibilities**

Participants and caregivers have the following responsibilities:

- Accept help from your LIFE Provider without regard to race, religion, color, age, sex, national origin, or disability of the care provider.
- While enrolled, agree to receive Medicare and Medical Assistance benefits only from your LIFE Provider.
- Keep appointments or tell your LIFE Provider if an appointment cannot be kept.
- Give accurate and complete information to your LIFE Provider.
- Authorize your LIFE Provider to obtain and use records and information from hospitals, residential health care facilities, home health agencies, physicians and any other healthcare providers who treat you.
- Authorize your LIFE Provider to disclose and exchange personal information with the federal and state government and their agents during reviews.
- Actively participate in developing and agreeing to your care plan.
- Inform your LIFE Provider of all health insurance coverage and tell your LIFE Provider promptly of any changes in that coverage.
- Cooperate with your LIFE Provider in billing for and collecting applicable fees from Medicare and other third-party payers.
- Notify the CAO and your LIFE social worker within 10 days of any changes in your income and assets. Assets include bank accounts, cash in hand, certificates of deposit, stocks, life insurance policies and any other assets. The state operates a fraud control program under which local, state, and federal officials may verify the information you have given.
- Ask questions and request further information regarding anything you do not understand.

- Use your LIFE Provider's designated providers for services included in the benefit package.
- Assist in developing and maintaining a safe environment for you, your family, and your caregivers.
- Notify your LIFE Provider promptly of any change in address or absence from the service area.
- Comply with all policies of the program as noted in this Enrollment Agreement.
- Cooperate in receiving the services as outlined in your care plan.
- Take your prescribed medicines as directed.
- If you get sick or injured and it is not an emergency, call your LIFE Provider at \_\_\_\_\_ for information on what to do.
- In case of emergency, **call 911**.
- If emergency services are required elsewhere or out of the service area, you must tell your LIFE Provider within forty-eight hours or as soon as reasonably possible.
- Tell your LIFE Provider before you voluntarily disenroll.
- Pay required monthly fees, if applicable.

## **Special Features of LIFE**

LIFE arranges a full array of health and social services 24 hours a day, 7 days a week, 365 days a year. A LIFE health team, also known as the Inter-disciplinary Team (IDT) composed of geriatric doctors, nurses, social workers, rehabilitation specialists and other health care professionals assesses your needs and desires. The LIFE health team works with you, your family and/or caregiver to plan and approve the services you will receive. The LIFE health team will also monitor you for changes and provide timely interventions to assist you to SAFELY remain in the community for as long as possible. Primary care and community services are provided through the LIFE center and through our in-home program according to your needs.

**Authorization of Care** - You will get to know each of your LIFE health team members very well, as they will work closely with you to be as healthy and independent as you can be. The LIFE health team will talk with you and arrange for the services that will provide the care you need. Before you can start or stop receiving services through your LIFE Provider, your LIFE health team must approve it. They will reassess your needs on a regular basis, at least every six months, but more frequently if necessary. *All care planning includes you, and if you wish, family members and caregivers.*

**Location of Service Delivery** - You will receive most of your health care services at the LIFE center. The LIFE provider's drivers will provide transportation to the

center, which will be arranged for you as needed. When necessary, services may also be provided in your own home, in a hospital, or in a nursing facility. Your LIFE physician is part of the LIFE health team and will manage your specialty and hospital care. Your LIFE Provider has agreements with physician specialists (cardiologists, urologists, orthopedists, etc.), laboratory and diagnostic testing services (X-rays, Imaging, etc.), and with hospitals, and nursing facilities. These services may be provided at locations other than the LIFE center. Your LIFE Provider's drivers may also provide transportation to the hospital and other appointments the LIFE health team arranges for you.

**Care Providers** - Once you have enrolled in your LIFE Program, you must agree to receive services through LIFE. Your LIFE Provider seeks to provide efficient and effective delivery of services for you, and to do so they will provide and/or arrange for your health care needs. Therefore, you will no longer be able to seek services from other providers participating with other Medicare or Medical Assistance programs, but not participating in the LIFE Provider network. You must receive all needed health care, including primary care and specialist physician services (other than emergency services) from your LIFE Provider. You may be liable for the cost of unauthorized services. The LIFE health team will coordinate all your care.

**Services Provided Exclusively Through LIFE** - There are many services provided through LIFE that are not typically provided in most traditional health care plans. We are committed to working with you to provide you with the most effective way to keep you healthy and independent.

## **Advantages of Enrolling in LIFE**

This program is designed and developed specifically to sustain independence for adults 55 and older that need a nursing facility level of care by offering coordinated and integrated services through a single organization. Advantages of the program include:

- Dedicated, qualified geriatric health professionals who know you personally.
- Complete long-term care coverage.
- Coordinated 24-hour advice and care.
- Support for family caregivers.
- Care designed specifically for your individual needs.
- A single provider to oversee your care whether at home, in a hospital, or in a nursing facility.
- No co-insurance, deductibles, or payments due for services you receive.
  - In some cases, there may be a monthly premium required to participate in the program based on your income.
  - Also, a monthly patient pay, also known as cost of care, amount as

- calculated by the CAO may be required if nursing facility services are utilized. The CAO will send you a notice to tell you the amount you must pay to the LIFE Provider.
- Prior approval is not required to obtain emergency medical services. More detail is provided on page 19.

## **Benefit Services/Coverage**

Your LIFE Provider benefits must include all Medicare and Medical Assistance covered items and services and any other services determined necessary by your LIFE Health Team to improve and maintain your health status. All services provided or arranged by your LIFE Provider are fully covered when approved by the LIFE health team. Your LIFE Provider will give you a copy of your care plan, which outlines the services you will receive. As your needs change, your care plan will be updated, and you will be given a copy. Services you may receive include the following:

### **Health Services**

- ◆ Adult day health services.
- ◆ Transportation to and from the center and LIFE coordinated services.
- ◆ Primary medical and specialist care, including consultation, routine care, preventive health care and physical examinations.
- ◆ Nursing care.
- ◆ Social services.
- ◆ Physical, occupational and speech therapies.
- ◆ Recreational Therapy.
- ◆ Nutritional counseling and education.
- ◆ Laboratory tests, x-rays, and other diagnostic procedures.
- ◆ Covered Medications and biologicals.
- ◆ Prosthetics, orthotics, medical supplies, medical appliances, and durable medical equipment (per Medicare and Medical Assistance guidelines).
- ◆ Podiatry, including routine foot care.
- ◆ Vision care, including examinations, treatment, and corrective devices such as eyeglasses.
- ◆ Dental care (see the dental section for more detail).
- ◆ Psychiatry, including evaluation, consultation, diagnostic and treatment.
- ◆ Audiology, including evaluation, hearing aids, repairs, and maintenance.
- ◆ Behavioral Health.
- ◆ Palliative Care \*.

*\*Talk to your LIFE provider to discuss how Palliative Care is different from Hospice Care.*



## **Home Care**

- ◆ Skilled nursing services.
- ◆ Physician and registered nurse practitioner visits.
- ◆ Physical, speech, and occupational therapies.
- ◆ Social services, case management, and counseling.
- ◆ Personal care.
- ◆ Homemaker chore services.
- ◆ Home delivered meals with special diets.
- ◆ In-home respite care.
- ◆ Transportation and escort services.

## **Hospital Care**

- ◆ Semi-private room and board.
- ◆ General medical and nursing services.
- ◆ Medical surgical/intensive care/coronary care unit.
- ◆ Laboratory tests, x-rays, and other diagnostic procedures.
- ◆ Covered Medications and biologicals.
- ◆ Blood and blood derivatives.
- ◆ Surgical care, including the use of anesthesia.
- ◆ Use of oxygen.
- ◆ Physical, speech, occupational, and respiratory therapy services.
- ◆ Medical social services and discharge planning.
- ◆ Emergency room and ambulance services.

## **Inpatient Long-Term Care Facility Services**

- ◆ Semi-private room and board (may require payment toward cost of care according to Medical Assistance regulations).
- ◆ Physician and nursing services.
- ◆ Custodial care.
- ◆ Personal care and assistance.
- ◆ Prescriptions and biologicals.
- ◆ Physical, speech, occupational and respiratory services.
- ◆ Social services.
- ◆ Medical supplies and appliances.

## **End of Life Services**

The LIFE health team will remain involved with your care for the remainder of your life. This includes comfort care during difficult end of life situations. Since comprehensive care is provided to LIFE participants, individuals who need end-of-

life care will receive the appropriate medical, pharmaceutical, and psychosocial services. If you want to elect a hospice benefit, you must voluntarily disenroll from your LIFE Provider.

### **Dental Care**

Dental care is provided to you according to need and appropriateness, as determined by the LIFE health team. The first priority of your dental care is to treat pain and acute infections. The second priority is to maintain oral functioning, such as enabling you to chew your food as well as your health and oral conditions permit. Dental services may include:

- ◆ Diagnostic services - examinations, radiographs.
- ◆ Preventive services - prophylaxis, oral hygiene instructions.
- ◆ Restorative dentistry - fillings, temporary or permanent crowns.
- ◆ Prosthetic appliances - complete or partial dentures.
- ◆ Oral surgery - extractions, removal/modification of soft and hard tissue.

### **Other Services**

- ◆ Services for hearing and speech impairments.
- ◆ Language translation services.
- ◆ Other services determined necessary by the LIFE health team to improve and maintain your overall health status.

### **Exclusions and Limitations**

- ◆ Cosmetic surgery, unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction after mastectomy.
- ◆ Experimental, medical, surgical, or other health procedures not generally available in the area unless authorized by the LIFE health team.
- ◆ Any service rendered outside of the United States.

### **Nursing Facility Placement**

The goal of the LIFE Program is to provide services to enable you to safely remain in the community. However, if it is no longer feasible to safely meet your needs in the community, your LIFE Provider has network nursing facilities to meet your needs. Your LIFE Provider will continue to closely monitor you and the care you receive. This option will be reviewed and considered with you and your family if that need occurs.

If you are placed in a nursing facility, your income will be used by the CAO to

determine a payment toward your cost of care if your stay exceeds 30 days. If a doctor states there is the possibility you can return to your home, you may be able to keep some of your income for up to six months from the date of your admission to maintain your home, so it is there when you return. If you are married, you might be able to give your spouse some of your income. You will need to provide the CAO your spouse's income and housing expenses (i.e., rent, mortgage, utility payments, etc.) to decide if you can give your spouse some of your income and/or resources. You should contact the CAO if you have questions about your payment toward cost of care.

Participants that must make a payment toward their cost of care will be notified by the CAO of the amount they need to pay to the LIFE Provider.

If you are residing in a nursing facility and choose to voluntarily disenroll from your LIFE Provider, but remain eligible for Medical Assistance, you will still need to make a payment toward your cost of care. The payment will then be paid to the nursing facility the effective date of your disenrollment from LIFE.

## **Emergency Services & Urgently Needed Care**

LIFE provides access to care 24 hours per day, 7 days per week and 365 days per year.

LIFE staff is on-call 24 hours a day, seven days a week. LIFE's on-call coordinator will advise you what to do and will make necessary arrangements for you to receive the care you need. If you need to be taken to the hospital, the coordinator can call the ambulance company to dispatch an ambulance to your home. **In the event of an emergency, dial 911.**

Please contact your LIFE provider as soon as you start feeling unwell, instead of waiting until there is a crisis situation. This enables your LIFE Provider to meet your needs and may prevent an emergency medical condition.

**Urgent Care** is care provided to a LIFE participant who is out of the LIFE Provider's service area, and who believes their illness or injury is too severe to postpone treatment until they return to the service area, but their life or function is not in serious jeopardy.

### **If you need urgent (but not emergency) care:**

(1) Monday through Friday                      a.m. to                      p.m.- please call your LIFE  
Provider at:

Telephone:    and briefly describe the situation.

(2) During off hours or on weekends or holidays, contact your LIFE Provider at:

Telephone:

and briefly describe the situation.

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

**If you have an emergency medical condition, please call 911.**

Please answer questions and follow instructions carefully. You should request to be taken to the hospital, tell the ambulance company that you are a LIFE participant, and present your LIFE card to the emergency room staff.

Please notify LIFE staff as soon as possible if you have used the 911 emergency services.

### **Services Received Outside the LIFE Service Area**

LIFE also covers emergency and urgently needed care when you are temporarily out of the LIFE service area for a period up to 30 days. ***THE LIFE HEALTH TEAM MUST BE TOLD IN ADVANCE OF ALL VISITS OR MOVES OUT OF THE LIFE SERVICE AREA. THE VISIT OR MOVE SHOULD NOT BE OVER 30 DAYS UNLESS YOUR LIFE PROVIDER AGREES TO A LONGER ABSENCE DUE TO EXTENUATING CIRCUMSTANCES.***

If you receive emergency or urgent care when you are temporarily out of the service area, you must tell your LIFE Provider within 48 hours or as soon as is reasonably possible to do so. Information about your hospital visit or stay must be provided to LIFE. If you should be hospitalized, LIFE would like to transfer you to a hospital designated by your LIFE Provider as soon as you are physically able. Remaining in the care of LIFE is the best way to coordinate your health care needs.

**Note:** *You must return to your LIFE Provider for any follow-up care as a result of the emergency or urgent care you received.*

If emergency or other care is received in another service area and you have paid

for the medical services you received, you should request a receipt from the facility or physician involved. This receipt must show: the provider's name, your health problem, date of treatment and release, and charges. Please send the receipt to the LIFE Executive Director for approval and reimbursement.

LIFE is only obligated to pay for urgently needed out-of-network and post stabilization care services when a) the services are pre-approved by LIFE or b) the services are not pre-approved by LIFE because LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval. LIFE is not obligated to pay for any follow-up care. You must return to LIFE to receive any follow-up care.

If you did not pay for the services and are later billed, contact your LIFE Provider, and provide information about the provider's name, your treatment, date(s) of service, and charges to your LIFE Provider for review for payment. Your LIFE Provider will notify you within ten days whether payment will be made.

If you receive care outside of the United States, LIFE will not be responsible for the charges.

## **Eligibility/Enrollment**

If you meet the eligibility requirements as set forth in Appendix A and want to enroll, you must sign and agree to abide by the conditions of the LIFE Program, as explained in this agreement. Your LIFE Provider must give you care that meets your needs across all care settings, 24 hours a day, every day of the year. Your LIFE Provider must establish a written care plan that makes sure your care is appropriately provided to you. You will be expected to actively participate and comply with your care plan.

Your effective date of enrollment will be the first day of the calendar month following the date you sign the Enrollment Agreement.

**Note:** *Individuals currently enrolled in any other Medical Assistance or Medicare Program must be disenrolled from that program before they can enroll with LIFE, so your LIFE Provider can effectively coordinate your care. **Potential enrollees may not enroll in LIFE at a Social Security Office.***

## **IMPORTANT NOTICE**

If you are eligible for Medicare or Medical Assistance (also known as Medicaid), the services or benefits you get once you become a participant in the LIFE Program are made possible through an agreement with CMS of the United States Department of Health and Human Services regarding Medicare and Medicaid benefit coordination.

**When you become a participant, you are agreeing to accept benefits ONLY from your LIFE Provider in place of your usual Medicare and Medicaid benefits.**

If you enroll in LIFE, it will result in disenrollment from any other Medicare or Medical Assistance prepayment plan or optional benefit. If you enroll in any other Medicare or Medical Assistance plan, including hospice benefit, you will be considered to have voluntarily disenrolled from LIFE. If you are a Medical Assistance-only or private pay participant who becomes eligible for Medicare after enrollment and elects to obtain Medicare coverage other than from your LIFE Provider, you will be disenrolled from LIFE.

### **Participants Without Medicare Coverage at the Time of Enrollment**

A participant who becomes eligible for Medicare after enrollment must obtain all Medicare coverage (Parts A and/or B, and Part D) through your LIFE Provider to remain in the LIFE Program. If you are enrolled as a Medical Assistance only or private pay participant and become eligible for Medicare after enrollment, if you select Medicare coverage other than from your LIFE Provider, you will be disenrolled from LIFE. This disenrollment from the LIFE Program could affect your eligibility for Medical Assistance.

Your LIFE Provider will track your Medicare benefits to ensure that you are enrolled into Medicare as soon as possible. You will be notified by letter and/or a phone call and apprised of eligibility status and your options. You will be provided with a 60-day advance notice of your ability to opt out of LIFE if you do not wish your Medicare services to be administered by the LIFE Program.

### **Enrollment**

You, and if you wish, your family or caregiver, will meet with the program representative to review and come to an agreement about your participation in the LIFE Program before you sign the Enrollment Agreement. At this meeting you will have an opportunity to discuss:

- The plan of care recommended for you by the LIFE health team, which incorporates plans for family and caregiver involvement.
- That when you are enrolled in LIFE, all your Medical Assistance and Medicare services must be authorized or coordinated by the LIFE health team. *(Remember, approval is **not** required for emergency care.)*
- What to do if you are unhappy with your LIFE Provider. (See the Participant Grievance/Appeal Procedure section for more information)

## **Final Approval and Enrollment**

If you decide to join LIFE, your LIFE Provider will ask you to sign this Enrollment Agreement. Upon signing this agreement, you will receive:

- A copy of the Enrollment Agreement.
- A sticker or a magnet with LIFE's emergency telephone numbers and an instruction sheet to put on or by your telephone telling you what to do in an emergency.
- An identification card that must be used with your Medical Assistance and Medicare card indicating that you are enrolled in LIFE.

Since LIFE provides comprehensive care for its participants, enrollment in LIFE results in disenrollment from any other Medicare or Medical Assistance plan.

## **LIFE DISENROLLMENT**

Your benefits under LIFE can be stopped if you choose to disenroll from the program voluntarily or if you no longer meet the conditions of enrollment and are involuntarily disenrolled. If you enroll into another Medicare plan, that will be considered a voluntary disenrollment from the LIFE Program. The effective date of termination of benefits will be the first day of the month following the date your LIFE Provider receives notice of your voluntary disenrollment. This program is available through an agreement LIFE has with the Department and CMS. If this agreement is not renewed by those agencies, this program will be terminated.

**Note:** *Per Federal regulations, you are required to continue to use LIFE's services and to pay any applicable fee until termination becomes effective.*

## **Voluntary Disenrollment**

If you wish to cancel your benefits by disenrolling, you should discuss this with a program representative at your center. You will be asked to sign a Department approved disenrollment form (see Appendix H), which will indicate that you will no longer be entitled to services through LIFE. You may voluntarily disenroll from LIFE without cause at any time. Your disenrollment will be effective the first day of the month following the date your LIFE Provider receives notice of your voluntary disenrollment. You may not disenroll from LIFE at a Social Security office.

***Choosing to enroll in any other Medicare or Medical Assistance Program benefit, including the Hospice benefit after you enrolled in LIFE, is considered a voluntary disenrollment from LIFE.***

Your social worker will assist you in returning to the appropriate Medicare and/or Medical Assistance Program. The Medicare or Medical Assistance Program you enroll into upon disenrollment from LIFE may not provide you with the full range of services available to you through LIFE.

### **Involuntary Disenrollment**

Your LIFE Provider can terminate your benefits, if:

- You move out of the LIFE service area.
- You consistently do not comply with your individual care plan and/or terms of this agreement and are competent to make decisions for yourself.
- You or your caregiver engage in disruptive or threatening behavior.
- You fail to pay, or fail to make satisfactory arrangements to pay, any premium due to LIFE, any applicable Medical Assistance spend down, or any amount due under the post-eligibility treatment of income process after a 30-day grace period.
- You are out of the service area for more than 30 consecutive days without prior approval from your LIFE Provider.
- You no longer meet the eligibility requirements for the program.
- The agreement with the CMS and the Department is terminated.
- LIFE loses the contracts and/or licenses enabling it to offer health care services.

***Note: In Pennsylvania, individuals who reside in personal care boarding homes are not nursing home eligible. Therefore, any individual who relocates to a personal care boarding home will be involuntarily disenrolled from the LIFE Program.***

Before you are involuntarily disenrolled from LIFE, the Department must approve the involuntary disenrollment. You will then be provided with a 30 calendar day written notice by your LIFE Provider. Your disenrollment will be effective the first day of the month following the month in which your 30 calendar day advance notice of disenrollment ends. Until the date enrollment is terminated, you must continue to use the LIFE organization services and remain liable for any premiums, and the LIFE organization must continue to furnish all needed services. Before disenrollment, the LIFE organization will make appropriate referrals and ensure medical records are made available to new providers within 30 calendar days, and work with CMS and the Department to reinstate the participant in other Medicare and Medical Assistance Programs for which the participant is eligible.

Your involuntary disenrollment will automatically be considered an appeal if you



are involuntary disenrolled for not complying with your care plan or meeting conditions of participation, engaging in disruptive or threatening behavior, failing to pay or make satisfactory arrangements to pay, or if you are out of the service area for more than 30 days without prior approved arrangements. An independent review entity will review the involuntary disenrollment.

If you are disenrolled due to failure to pay the premium, you can re-enroll simply by paying the amount owed in full. Provided you make this payment before the effective date of disenrollment, there will be no break in coverage.

## **Participant Grievance/Appeal Procedure**

Your LIFE Provider and their staff share the responsibility for assuring that you are satisfied with the care you receive. Your LIFE Provider will give you written information on the grievance and appeal processes at enrollment, and at least annually thereafter. You are **ENCOURAGED** to express any complaints you have at the time and place any dissatisfaction occurs. Per federal regulations for the program, your complaints or dissatisfaction with the program or its decisions are identified as either grievances or appeals. Your grievance and/or appeal will remain confidential. Your LIFE Provider will continue to provide all required services to you during the grievance and/or appeal process. Those processes are described below.

### **Grievance Procedure**

The definition of a grievance is a complaint, either oral or written, expressing dissatisfaction with service delivery or the quality of care furnished.

- Discuss your grievance with any staff member. Give complete information so that appropriate staff can help to resolve your concern in a timely manner.
- The staff that receives your grievance will discuss with you and provide in writing the specific steps including time frames for response that will be taken to resolve your grievance. The grievance will be reported to the LIFE health team within 5 working days.
- If a solution is found by the staff and agreed to by you and/or your family/caregiver within 5 working days of making the grievance, the grievance is resolved.
- If you are not satisfied with the solution, the staff will send a written report to the Executive Director (clinical complaints will be reviewed by qualified clinical personnel) for review, to be completed within 5 working days.
- Immediately after review (but within 5 working days), a copy of a written report will be sent to you and/or your family/caregiver.
- If you are still dissatisfied with the results, you may submit a request in

writing within 30 calendar days to ask for a review by LIFE's Plan Advisory Committee (PAC).

- The PAC will send written acknowledgment of receipt of the grievance within 5 working days to you, investigate, find a solution, and take appropriate actions.
- The PAC will send you a copy of a report containing a description of the grievance, the actions taken to resolve the grievance and the basis for such action. The PAC has 30 calendar days from the day the grievance is filed with the PAC to complete its report and send it to you.
- If the decision is not in your favor, a copy of the report will be forwarded immediately to CMS and the Department.

### **Appeal Procedure**

The definition of an appeal is action taken by you with respect to your disagreement with our non-coverage of or non-payment for a service, denials, reductions or termination of services, denial of enrollment, or your involuntary disenrollment from the program.

You will be notified in writing if your LIFE Provider:

- will not cover or pay for a service that you are requesting.
- denies, reduces, or terminates a service.
- is denying enrollment into LIFE.
- is initiating an involuntary disenrollment from LIFE.

The notice will instruct you on how to appeal the decision if you do not agree with the decision. You must request an appeal within 30 calendar days of the date the notice was sent to you. *An involuntary disenrollment for non-compliance with your care plan or conditions of participation, engaging in disruptive or threatening behavior, failing to pay or make satisfactory arrangements to pay, or being out of the service area for more than 30 calendar days without prior approved arrangements, will automatically be considered an appeal.*

- Confirmation of receipt of your request for appeal will be sent to you within 24 hours of receipt of your request.
- Your LIFE Provider will continue to furnish disputed services until a final determination is made if you appeal within 30 calendar days of the notice to you.
  - If your LIFE Provider is proposing to terminate or reduce services that you are currently receiving; and
  - **If you agree that you will be liable for the costs of the disputed services if the appeal is not resolved in your favor.**

- An independent review entity will review your appeal and you will be notified in writing of the date and time of that review to have an opportunity to present evidence related to your dispute.
- You will receive a written report of the independent review entity's review within 30 calendar days of receipt of your appeal. That report will describe the appeal, actions taken, and outcome of the review.
- If your appeal is resolved in your favor, your LIFE Provider will provide or pay for the disputed service right away.
- If the decision is not in your favor, a copy of the written report from the independent review entity will be forwarded immediately to CMS and the Department. You will also be notified in writing of your additional appeal rights under Medicare, or Medical Assistance through the State Fair Hearing Process. Your LIFE Provider will assist you with your appeal.
- If you believe that your life, health, or ability to regain function would be seriously jeopardized if you do not receive the service in question, you can request in writing that your LIFE Provider speed up the appeal process. This is called an expedited appeal. You will receive the outcome of the appeal within 72 hours of receipt of your appeal. LIFE may extend the 72-hour timeframe by up to 14 calendar days for either of the following reasons: You request the extension or LIFE justifies to the Department there is a need for additional information and how the delay is in your interest.

## **General Provisions**

**CHANGES TO AGREEMENT:** Changes to this agreement may be made if they are approved by the Department and CMS. Your LIFE Provider will give you at least 30 calendar days written notice of any change.

**CONTINUATION OF SERVICES ON TERMINATION:** If this agreement terminates for any reason, participants will be advised of the availability of other services. You will be reinstated back into the appropriate Medicare or Medical Assistance Program if you are eligible.

**COOPERATION IN ASSESSMENTS:** In order for your LIFE Provider to determine the best services for you, your full cooperation is required in providing medical information.

**GOVERNING LAW:** the laws of the Commonwealth of Pennsylvania and applicable federal laws govern this agreement in all respects. Any provision required to be in this agreement by either of the above shall bind the LIFE Provider whether or not mentioned in this agreement.

**NO ASSIGNMENT:** You cannot assign any benefits or payments due under this agreement to any person, corporation, or other organization. Any assignment by

you will be void. (Assignment means the transfer to another person or organization of your right to the services provided under this agreement or your right to collect money from your LIFE Provider for those services.)

**NOTICE:** Any notice that your LIFE Provider gives you under this agreement will be mailed to you at your address as it appears on your LIFE Provider records. You should notify your LIFE Provider promptly of any change of your address. If you must give your LIFE Provider any notice, it should be mailed directly to the LIFE Center.

**NOTICE OF CERTAIN EVENTS:** Your LIFE Provider will give you reasonable notice of any termination or breach of contract by hospitals, physicians, or any other person your LIFE Provider contracts with to provide services and benefits under this agreement, if it may materially or adversely affect you. Your LIFE Provider will take action to make sure your services are not interrupted. Your LIFE Provider will tell you, the Department, and the Office of Civil Rights (OCR) of any data breaches that affect your personal information.

## **Financial Responsibility**

The amount you will have to pay each month will depend on your eligibility for Medicare and/or Medical Assistance.

*If you are eligible for:*

- **Medicare Parts A and B.** A participant that has both Medicare A and B but is not eligible for Medical Assistance will have to pay an amount equal to the Medical Assistance capitation amount.
- **Medicare Part A only.** A participant that has Medicare A only and is not eligible for Medical Assistance will have to pay an amount equal to the Medical Assistance capitation amount plus the Medicare B capitation amount.
- **Medicare Part B only.** A participant that has Medicare B only and is not eligible for Medical Assistance will need to pay an amount equal to the Medical Assistance capitation amount plus the Medicare A capitation amount.
- **Medical Assistance with or without Medicare.** A participant that is eligible for Medical Assistance may not be charged any amount. \*

*\*Unless the participant is residing in a skilled nursing facility or must pay a monthly spend down amount to be eligible for Medical Assistance.*

**Note:** *If you think you will be eligible for Medical Assistance, but your eligibility has not been determined by the CAO prior to enrollment in your LIFE Program and you are found ineligible for Medical Assistance for any reason, you will be responsible to pay a premium based on whether you are considered Medicare Only*

*or Private Pay. To avoid this, you may choose to delay your enrollment into LIFE until a Medical Assistance determination is made.*

### **Prescription Drug Coverage Late Enrollment Penalty**

The late enrollment penalty is an amount that's permanently added to your Medicare drug coverage (Part D) premium. You may owe a late enrollment penalty if at any time after your Medicare Initial Enrollment Period is over, there's a period of 63 or more days in a row when you don't have Medicare drug coverage or other creditable prescription drug coverage. You'll generally have to pay the penalty for as long as you have Medicare drug coverage.

You can contact your LIFE social worker for more information about whether this applies to you.

### **Making Payments to your LIFE Provider**

While you are enrolled in LIFE, any monthly payment due will be paid directly to your LIFE Provider. Failure to pay your monthly payment to your LIFE Provider might subject you to involuntary disenrollment from the program. Your LIFE Provider will inform you of the payment procedure and how, when, and where you must make the payment (i.e., cash, check, or credit card).

## **LIFE Participant Enrollment Form**

I have received, read, and do understand LIFE's "Enrollment Agreement". The terms and conditions in this agreement have been explained to me. I have been given an opportunity to ask questions. All my questions have been answered to my satisfaction. I agree to participate in the LIFE Program according to the terms and conditions in this Agreement. As a participant, I agree to receive and/or have my health and health-related services coordinated from LIFE. I also agree to allow disclosure and information exchange about my participation with LIFE between the federal and state government, the local Area Agency on Aging, and LIFE.

I understand that the benefits under this program are made possible through a special agreement that LIFE has with the Department and Medicare. I understand that when I sign this agreement, I am agreeing to accept benefits exclusively from LIFE in place of the usual Medical Assistance and Medicare benefits. LIFE will provide essentially the same general benefits plus any additional services approved in my care plan. I have received, read, and agree to abide by the participant rights and responsibilities.

I understand that if I have not already applied for Medical Assistance to help pay my costs, that I am able to delay my enrollment until I apply, and my Medical Assistance eligibility is determined by the County Assistance Office. I can delay my enrollment by not signing the enrollment agreement until a Medical Assistance determination is made.

I also understand that, if I have applied for Medical Assistance and I choose to enroll in the LIFE Program before a decision on my Medical Assistance application has been made, I may be held financially responsible for all costs and services received through the LIFE Program. However, if I do not qualify for Medical Assistance, I have 30 calendar days from the date of the ineligibility notice to disenroll from the LIFE Program. Disenrollment within the 30 calendar days from the date of the notice will result in \$0 financial obligations toward cost of care and services received from the LIFE Program. If I do not voluntarily disenroll from the LIFE Program within 30 calendar days of the date of the ineligibility notice, I may be held liable for all past services received through the LIFE Program as well as any additional services that I receive. If I choose to appeal my ineligibility notice, the 30 calendar day window to disenroll will not begin until my final appeal rights have been exhausted and a final decision has been made to determine if I qualify for Medical Assistance.

I understand that my enrollment with \_\_\_\_\_ will be effective \_\_\_\_\_.

\_\_\_\_\_  
Participant's Printed Name                      Participant's Signature                      Date

\_\_\_\_\_  
Guardian/Representative Printed Name                      Guardian/Representative Signature                      Date

\_\_\_\_\_  
Guardian/Rep Street Address

\_\_\_\_\_  
City                      State                      Zip                      Phone Number

\_\_\_\_\_  
Witness Printed Name                      Witness Signature                      Date

\_\_\_\_\_  
LIFE Representative Printed Name                      LIFE Representative Signature                      Date