

**ENROLLMENT AGREEMENT**

Saint Francis LIFE-Justison Street Center

1072 Justison St.

Wilmington, DE 19801

302-660-3351 TTY: 711

Saint Francis LIFE-College Avenue Center

30 Executive Dr.

Newark, DE 19702

302-661-7400 TTY: 711

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

PACE-E04296

**IMPORTANT INFORMATION**

**Important phone numbers to remember:**

**Saint Francis LIFE**

**Wilmington Justison Street Center**: 1-302-660-3351 TTY: 711

1072 Justison Street

Wilmington, DE 19801

Open 8:00 a.m. – 5:00 p.m.

**Newark College Avenue Center**: 1-302-661-7400 TTY: 711

30 Executive Drive

Newark, DE 19702

Open 8:00 a.m. – 5:00 p.m.

**Saint Francis LIFE Emergency Phone**

**Available 24 hours a day.**

 **Justison Street:** 1-302-660-3351

**College Avenue:** 1-302-661-7400

**Other important phone numbers:**

**Poison Control Center:** 1-800-222-1212

**Ombudsman:** 1-800-223-9074

**Older Adult Protective Services:** 1-800-223-9074

**Office for Civil Rights:** 1-302-577-5400

**Delaware Human Relations Commission:** 1-302-577-5050

**ATTENTION:** If you speak another language, both Saint Francis LIFE Centers has language assistance services available to you, free of charge. Our Enrollment or Social Work staff will assist you at Wilmington Justison Street Center:302-660-3351, or College Avenue Center at 302-661-7400. If you are hearing impaired, please access the DE Relay Service at 1-800-232-5460 or by dialing 711.

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**WELCOME TO SAINT FRANCIS LIFE**

We welcome you as a potential participant in the plan and urge you to review this agreement carefully. Feel free to ask questions about any of the sections. We’ll be happy to answer them for you. Please keep this booklet. If you decide to enroll, it becomes your Enrollment Agreement, a contract between you and Saint Francis LIFE.

 **Saint Francis LIFE offers health and social services for older adults aged 55 or older.**

**The goals of LIFE are:**

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

**Note**: Individuals who wish to enroll in Saint Francis LIFE, must be certified by the Delaware Division of Medicaid and Medical Assistance (DMMA) as Medicaid long-term care eligible or agree to pay a premium for participation in the Saint Francis LIFE program.

We at Saint Francis LIFE are committed to helping you remain as independent as possible. We offer a program of health and health-related services, all designed to keep you living in the familiar surroundings of your own community, preferably in your own home, as long as is desired and feasible.

**Important Notice:** The benefits under this program are made possible through an agreement that LIFE has with the Delaware Health and Social Services (through the Division for Medicaid and Medical Assistance) and the federal Centers for Medicare and Medicaid Services (CMS) that is subject to renewal on a periodic basis. If the agreement is not renewed the program will be terminated.

If you decide to enroll in the program, you agree to accept benefits from Saint Francis LIFE in place of the usual Medical Assistance and Medicare benefits. You will no longer receive services through your current health care provider. Saint Francis LIFE will provide the same, plus many more benefits.

**Please Examine this Agreement Carefully:**

Enrollment is voluntary. If you do enroll with Saint Francis LIFE, 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 Saint Francis LIFE receives your notice to disenroll. To terminate the agreement, you must notify Saint Francis. LIFE and will be asked to sign a voluntary disenrollment form.

**SPECIAL FEATURES OF SAINT FRANCIS LIFE**

Saint Francis LIFE arranges a full array of health and social services 24 hours a day, 7 days a week, 365 days a year. A health team of geriatric doctors, nurses, social workers, rehabilitation specialists and other health care professionals assess your needs and desires. They then plan and approve services with you and your family or caregiver, monitor for changes, and provide timely interventions. Primary care and community services are provided through the adult day center and through our in-home services program, according to your needs.

**Authorization of Care:** You will get to know each member of your health team very well, as they will work closely with you, helping you stay healthy and independent. The health team will talk with you and make arrangements for the services that will provide the care you need. Before you can receive services or stop receiving services through the Saint Francis LIFE program, your health team must approve it. They will complete an in-person assessment of your needs on a regular basis, within 30 days of your enrollment, at least every six months, but more frequently if necessary, and immediately if you have a change in your condition. 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 our health center, where your health team is located. Our drivers will provide transportation to and from 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 Saint Francis LIFE primary care provider will be a participating member of your health team and will manage your specialty and hospital care. We contract with other health care providers and facilities in our service area, to include specialty providers (such as cardiology, urology, and orthopedics), hospitals, nursing facilities, pharmacies, medical equipment providers and laboratory and diagnostic testing services (X-rays, etc.), Our drivers may also provide transportation to the hospital and other medical appointments the health team arranges for you.

**Care Providers:** Once you have enrolled in the Saint Francis LIFE program, you must agree to receive services through Saint Francis LIFE. We seek to provide efficient and effective delivery of services for you, and to do so, we will provide and/or arrange for your health care needs. Therefore, you will no longer be able to seek services from other providers under the Medicare or Medical Assistance Program. You must receive all needed health care, including primary care and specialist physician services (other than emergency services) from the Saint Francis LIFE program. You may be fully and personally liable for the cost of unauthorized or out-of-network services. The health team will coordinate all your care.

**Note:** Saint Francis LIFE asks you to receive all your care from the Saint Francis LIFE primary care providers, specialists, and hospitals, because this is what makes coordination of your care possible. The medical providers have been chosen because of their expertise and desire to work with frail, older adults in a team setting.

**Services Provided Exclusively through Saint Francis LIFE:** There are many services provided through our program that are not typically provided in most traditional health care plans. We are committed to working with you in providing the most effective way to keep you healthy and independent.

**ADVANTAGES OF ENROLLING IN SAINT FRANCIS LIFE**

This program is designed and developed specifically to sustain independence among frail elderly by offering coordinated services through a single organization. Our unique program and financing arrangements allow us to provide a health care plan with flexible benefits. Other advantages of the program include:

* Care designed specifically for your individual needs.
* One program that oversees your care whether at home, in a hospital, or in a nursing facility.
* Our dedicated, qualified, geriatric health professionals who know you personally.
* Complete long-term care services and coverage.
* Coordinated 24-hour advice and care.
* Support for family caregivers.
* No co-insurance, deductibles, or payments due for services you receive as long as you utilize Saint Francis LIFE providers and services. Note that emergency services will be covered.
* Prior approval is not required to obtain emergency medical services. More detail is provided beginning on page 9.

**BENEFIT SERVICES/COVERAGE**

All services provided or arranged by Saint Francis LIFE are fully covered when approved by the health team. You will receive a service package specifically designed to meet your needs. Medicare services, including prescription drugs, that you may receive will be coordinated through Saint Francis LIFE. Services you may receive or have coordinated include the following:

**Health Services**

* Primary medical and specialist care, including physical examinations, consultations, routine and preventive health care, immunizations, and Women’s Health Care Services. A Primary Care Provider is on call 24 hours every day.
* Nursing care, including skilled care, help with medications, wound and respiratory care.
* Social services including case management, individual and group therapy, assistance with financial management and Advance Directives.
* Physical, occupational and speech therapies.
* Therapeutic recreational services.
* Nutritional counseling and education, including information on special diets and choosing and cooking healthy foods.
* Laboratory tests, x-rays, and other diagnostic procedures.
* Prescription medications by the LIFE Primary Care providers. As a Medicare Part D provider, all medications will be through the approved network pharmacy.

**Ambulance Services**

* Emergency coverage anywhere in the United States and urgently needed care outside the Saint Francis LIFE service area.
* Post-stabilization Care.

**Podiatry Services,** including routine foot care.

**Vision care,** including eye exam, treatment, and corrective lenses.

**Dental Care**, including:

* 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

**Psychiatry/Psychotherapeutic Services /Behavioral Health**, including evaluation, consultation, diagnosis, and treatment.

**Audiology Evaluation**, including evaluation, hearing aids, repairs and maintenance.

**Artificial Devices**, including but not limited to prosthetics, orthotics, or durable medical equipment.

**Services Provided in your Home May Include:**

* Skilled nursing services
* Primary care provider and registered nurse visits
* Physical, speech and occupational therapies
* Social services, case management and counseling
* Home care services
* Homemaker chore services
* Home delivered meals
* Respite care
* Transportation

**Hospital Care**

* Room and board, Medical and nursing services
* Psychiatric services
* Meals
* Drugs and biologics
* Diagnostic or therapeutic Items and services
* Intensive care/trauma unit
* Laboratory tests, x-rays, and other diagnostic procedures
* Dialysis
* Dressing, cast, supplies
* Surgical procedures and recovery
* Organ and bone marrow transplants (non-experimental and non- investigative)
* Blood, blood plasma, blood factors and blood derivatives
* Use of oxygen and anesthesia
* Physical, speech, occupational and respiratory therapy services
* Use of appliances, such as a wheelchair
* Substance abuse
* Medical social services and discharge planning
* Emergency room and ambulance services

**Inpatient Long-Term Care Facility Services**

* 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
* Drugs and biologicals
* Physical, speech, occupational and respiratory services
* Social services
* Medical supplies and appliances

**End-of-Life Services**

Your team will remain involved with your care for the remainder of your life. This includes comfort care during difficult, end-of-life situations. If you wish to receive the Medicare hospice benefit, you will need to disenroll from our program.

**Other Services**

* Services for hearing and speech impairments
* Translation services
* Other services determined necessary by the team to improve and maintain your overall health status.

**EXCLUSIONS AND LIMITATIONS**

Except for emergency services, all care requires authorization in advance by the IDT. Saint Francis LIFE will not cover the following services:

* Cosmetic surgery, unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following a mastectomy.
* Experimental, medical, surgical, or other health procedures.

Services furnished outside of the United States may be allowed under Medicare regulations or Delaware’s approved Medicaid plan.

**AFTER HOURS AND EMERGENCY CARE**

There may be times when you need to speak with a nurse or health care provider to receive advice for an illness or injury that cannot wait until the next business day when the center re-opens. Saint Francis LIFE provides 24-hour access to medical care.

There is always a nurse, healthcare provider and administrator available,24 hours a day, 7 days a week, 365 days a year. When the center is closed, and you feel it is necessary to reach a nurse or health care provider, the answering service will call the on-call nurse or healthcare provider for you.

Do not hesitate to call the Saint Francis LIFE Center answering service, as soon as you start to feel ill, or are injured. Do not wait until our illness or injure becomes critical or life-threatening condition.

The sooner you call, the sooner we will be able to meet your needs and may prevent an emergency medical condition. Please call the Saint Francis LIFE center at: 302-660-3351 (Wilmington/Justison Street Center) or 302-661-7400 (Newark/College Ave. Center) and briefly describe your situation.

For all other care after regular hours, on weekends and holidays, please call Saint Francis LIFE at 302-660-3351. The answering service will contact the on-call nurse for you. The telephone number is also on your membership card and the sticker we gave you to post in your home. To leave a message for any Saint Francis LIFE staff member, call 302-660-3351 and give the answering service your message. For the hearing impaired, call the Delaware Relay Operator 1-800-232-5460.

**EMERGENCY SERVICES & URGENTLY NEEDED CARE**

An EMERGENCY is a life-threatening medical condition that If it is not diagnosed and treated immediately, it could result in serious or permanent damage to your health.

Types of emergency conditions include:

* Chest pain / symptoms of a heart attack
* Unexpected or sudden loss of consciousness
* Choking
* Severe difficulty breathing
* Symptoms of a stroke
* Severe bleeding
* Sudden unexpected onset of a serious illness
* Serious injury from a fall

**IF YOU BELIEVE YOU NEED IMMEDIATE ATTENTION, CALL 911:**

* Tell them what is wrong.
* Answer questions carefully.
* Do exactly what you are told to do.
* If your problem is an emergency, you will be taken to the nearest emergency room of a hospital.

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

Tell the Ambulance crew member that you are a Saint Francis LIFE participant. Present your Saint Francis LIFE card to the emergency room staff.

Please have someone notify Saint Francis LIFE as soon as possible to let us know what happened and where you are.

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

Urgent Care is care provided to you when you are out of the Saint Francis LIFE Provider’s service area, and you believe your illness or injury is too serious to wait until you return to the service area to get treatment, but your life or bodily function is not in serious danger.

Some examples of urgent care are:

* Bruises and sprains
* Controlled bleeding
* Flu-like symptoms
* Minor burns
* Minor cuts
* Most drug reactions

If you need urgent (but not emergency) care:

1. Monday through Friday 8:00 a.m. to 5:00 p.m.- Please call your Saint Francis LIFE Provider at: 302-660-3351 or 302-661-7400 and briefly describe your situation.
2. During off hours, weekends or holidays, contact your Saint Francis LIFE Provider at: 302-660-3351 and briefly describe your situation.

**SERVICES RECEIVED OUTSIDE THE SAINT FRANCIS LIFE SERVICE AREA**

If you are planning to leave the service area for a visit, it should not be more than 30 consecutive days, unless Saint Francis LIFE agrees to a longer absence due to extenuating circumstances.

You must tell the Saint Francis LIFE Health Care Team **BEFORE** you leave the service area so that we can explain what to do if you become ill while you are away from your care providers. The team will need to know where you are traveling to, the dates you plan to leave and return, and how long you will be out of the service area.

Saint Francis LIFE does cover Emergent and Urgent care when you are temporarily out of the Saint Francis LIFE service area.

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

Post stabilization care means services provided after an emergency that a treating physician views as medically necessary after an emergency medical condition has been stabilized condition up to the time that Saint Francis LIFE arranges your transfer, or you are discharged. Saint Francis LIFE must approve any urgent care services or post stabilization care services when you are out of the service area. We are only obligated to pay for urgently needed out-of-network and post stabilization care services when:

1. Services are pre-approved by Saint Francis LIFE, or
2. Services are not pre-approved by Saint Francis LIFE because the on-call Provider or Administrator did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval.

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 give the receipt to your Saint Francis LIFE Social Worker, who will give to Administration for review. You will be notified within ten (10) business days if payment will be made Saint Francis LIFE.

If you did not pay for the service and are later billed, please contact your Saint Francis LIFE Social Worker with the following information: The provider’s name, your treatment and date(s) of service, and charges.

If you receive care outside the United States, Saint Francis LIFE will not be responsible for the charges except as may be permitted under Medicare or Delaware Medicaid. Note that the Unites States includes the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

**Travel outside the United States:**

Because Saint Francis LIFE has limited coverage of health care services outside the U.S., you can buy a travel insurance policy to get more coverage when you travel. You can get information about travel insurance from an insurance or travel agent. Be sure the travel insurance you buy covers health care services and emergency evacuation. Read the conditions or restrictions carefully.

**ELIGIBILITY/ENROLLMENT**

To enroll in our program, you must:

1. Be at least 55 years old.
2. Live in one of these zip codes in New Castle County: 19701, 19702, 19703, 19706, 19707,

19709, 19711, 19713, 19720, 19730, 19734, 19736, 19801, 19802, 19803, 19804, 19805, 19806,19807, 19808, 19809, 19810, 19938\*, 19977\*

(\*portions of the zip codes located within New Castle County only)

1. Be certified by the state as needing nursing facility level of care.
2. Be able to live safely in the community without jeopardizing your health or safety at the time of enrollment.

If you meet eligibility requirements and want to enroll, you must sign the Enrollment Agreement and agree to abide by the conditions of Saint Francis LIFE, as explained in this agreement. You will be expected to actively participate if you are able and to comply with your individualized care plan.

Your effective date of enrollment will be the first day of the calendar month following the date you sign the Enrollment Agreement. The Enrollment Agreement will last indefinitely until the date of disenrollment if you leave the program. If there are changes to the information in the enrollment agreement at any time during your enrollment, Saint Francis LIFE will explain the changes to you or your representative and give you an updated copy of the information.

 If any of the terms change after you enroll, you will have a chance to ask questions. Saint Francis LIFE must be sure you understand any changes.

**Note: Potential enrollees may not enroll or disenroll from Saint Francis LIFE at a Social Security Office.**

Enrolling in Saint Francis LIFE includes four steps: Intake, Assessment, Determination of Medical Eligibility and Financial Responsibility [ Medicaid], and Enrollment.

**Intake**

Intake begins when you or someone on your behalf makes a call to Saint Francis LIFE. If it appears from this first conversation that you are potentially eligible, a Saint Francis LIFE Enrollment Specialist will schedule an appointment and visit you at home. They will explain the program and obtain further information about you. During this visit:

* You will learn how the Saint Francis LIFE program works, and the kinds of services the program offers, and the Enrollment Specialist will answer any questions you may have.
* We will explain that if you enroll, you must agree that all your healthcare services will be provided and/or coordinated by Saint Francis LIFE, including primary care and specialist provider services (other than emergency services). Members of your health team will approve these services. You may be fully and personally liable for the cost of unauthorized or out-of-network services (other than emergency services).

We will have you sign a release form so that we can get your medical and financial information, as well as your eligibility for Medicare and Medicaid.

**Assessment**

The next step is that the Saint Francis LIFE Level-of-Care Nurse will visit you at home to discuss your medical needs in more detail. The Saint Francis LIFE Occupational Therapist might also visit you to discuss how you move about your home and any safety issues.

Then you will visit the Saint Francis LIFE Center, and you will meet with the rest of the care team: Primary Care Provider, Nurse, Social Worker, Dietitian, Physical Therapist, Occupational Therapist, and Recreational Therapist, Day Center Manager, Home Care Coordinator, Personal Care Attendant, and Transportation Coordinator. Each member of this team will meet with you in person to evaluate your needs and goals. After the assessment has been completed, the team will meet to specifically discuss your evaluation and determine if your needs can be appropriately met by our program. If so, the team will develop an individual plan of care and services and schedule time with you to explain how it will best meet your needs and preferences. However, Saint Francis LIFE cannot guarantee or offer enrollment before a formal eligibility determination has been made.

**Determination of Medical Eligibility and Financial Responsibility**

To be eligible for Saint Francis LIFE, the state must certify that your health status meets its nursing facility level of care criteria. Saint Francis LIFE submits its recommendation to a DMMA Pre-Admission Screening nurse, who will make the final decision. Saint Francis LIFE will let you know the decision. If DMMA determines that you are ineligible to enroll because you do not meet nursing home level of care, or you are denied enrollment because it has been determined that you are not able to live safely in the community, Saint Francis LIFE will work with you to find other services to meet your needs. You may also appeal the level of care determination. Saint Francis LIFE will give you information on how to appeal to DMMA.

If you need Medicaid to pay for Saint Francis LIFE services, your Enrollment Agreement will not be complete until you are approved for by the DMMA for Medicaid long-term care community-based services. If you do not need Medicaid to pay, you may opt to privately pay a premium. Once all requirements are met, you may enroll in the Saint Francis 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 Saint Francis LIFE program before you sign the Enrollment Agreement. At this meeting you have an opportunity to discuss:

* The plan of care recommended for you by the care team and how Saint Francis LIFE intends to meet your care needs.
* That when you are enrolled in Saint Francis LIFE, all your services must be authorized or coordinated by the health team (Remember that prior approval is not required for emergency care).
* Review your monthly fee if any.
* What to do if you have a concern or are unhappy with the Saint Francis LIFE program. (See Participant Grievance Procedure)

**Final Approval and Enrollment**

If you decide to join Saint Francis LIFE, we will ask you to sign the Enrollment Agreement. Upon signing this agreement, you will receive:

* A copy of the signed Enrollment Agreement.
* A magnet with Saint Francis LIFE’s after-hours number and emergency telephone numbers and emergency information sheet to post in your home identifying you as a Saint Francis LIFE participant and telling you what to do in an emergency.
* A list of the health team members and Saint Francis LIFE contracted healthcare providers.
* Participant rights information
* HIPAA privacy information
* An identification card indicating that you are enrolled in Saint Francis LIFE and identifying you as a LIFE program participant that you will use until you receive your permanent new insurance card from Saint Francis LIFE.

Enrollment in Saint Francis LIFE results in disenrollment from any other Medicare or Medicaid plan or optional benefit. Electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling as a Saint Francis LIFE participant is considered a voluntary disenrollment from Saint Francis LIFE. If you are not eligible for Medicare when you enroll in Saint Francis LIFE and become eligible for Medicare after enrollment, if you elect to obtain Medicare coverage other than from Saint Francis LIFE, you will be disenrolled from the Saint Francis LIFE program.

All Saint Francis LIFE services are provided, and admissions and referrals are made without regard to race, ethnicity, sex, color, national origin, ancestry, religion, age, sexual orientation, mental or physical disability, or source of payment. Complaints of discrimination may be filed with the following state agencies:

**Office for Civil Rights**

**U.S. Department of Health & Human Services**

**150 South Independence Mall West**

**Suite 372, Public Ledger Building**

**Philadelphia, PA 19106-9111**

**Main Line: 215.861.4441**

**Hotline: 800.368.1019**

**Delaware Division of Human Relations**

**820 N. French Street, 4th Floor**

**Wilmington, DE 19801**

**Main Line: 302.577.5050**

**Toll Free: 877.544.8626**

**www.https:// statehumanrelations.delaware.gov/**

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

When a participant who becomes eligible for Medicare after enrollment, Saint Francis LIFE will help you enroll in Medicare through Saint Francis LIFE.

Saint Francis LIFE will track your Medicare benefits to ensure that you are enrolled in the CMS Medicare systems 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 and Saint Francis LIFE will inform you of your coverage options.

**Important Notice**

If you are eligible for Medicare or Medicaid, the services or benefits you get once you become a participant in Saint Francis LIFE are made possible through an agreement with DMMA and CMS. When you become a participant in our program, you are agreeing to accept benefits only from Saint Francis LIFE in place of your usual Medicare and Medicaid benefits.

**FINANCIAL ELIGIBILITY**

Your payment each month will depend on your eligibility for Medicare and/or Medical Assistance. If you are eligible for:

* **Medicare and Medical Assistance or Medical Assistance Only** If you are eligible for both Medicare and Medical Assistance, or Medical Assistance only, and reside in the community, you will make no monthly premium payment to Saint Francis LIFE and you will continue to receive all Saint Francis LIFE services, including prescription drugs.

However, in some instances you may be held liable for any applicable spend down amounts (i.e. patient pay amounts) and any amounts due under the annual financial redetermination of income and assets process.

* **Medicare Only** If you have Medicare and are not eligible for Medical Assistance, then you will pay a monthly premium to Saint Francis LIFE. Your monthly premium of $ \_\_\_\_\_\_\_\_ starts on \_\_\_\_\_\_\_\_\_\_(date). Because this premium does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare prescription drug coverage in the amount of $ \_\_\_\_\_\_ . You may pay both premiums together or you may contact your social worker for additional payment options.
* **Private Pay (Neither Medicare or Medical Assistance)** If you are not eligible for Medicare or Medical Assistance, you will pay a monthly premium to Saint Francis LIFE in the amount of $\_\_\_\_\_\_\_\_\_. Because this premium does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage in the amount of

$ \_\_\_\_\_\_\_\_\_\_\_\_\_. You may pay both premiums together or you may contact your social worker for additional payment options.

**Prescription Drug Coverage Late Enrollment Penalty**

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in Saint Francis LIFE after going without Medicare prescription drug coverage or coverage that was at least as good as Medicare drug coverage for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact your Saint Francis LIFE social worker for more information about whether this applies to you.

**Instructions for Making Payments to Saint Francis LIFE**

If you have to pay a monthly charge to Saint Francis LIFE, you must pay the money by the first day of the month after you sign the Enrollment Agreement. Thereafter, payments will be due at the end of each month.

**Payment can be made by check or money order to:**

**Saint Francis LIFE**

**1072 Justison Street**

**Wilmington, DE 19801**

If you are over the monthly income limit for Medical Assistance eligibility, you may be eligible to have Medical Assistance pay a portion of your monthly premium.

If you are eligible for Medicare, you will continue to be responsible for maintaining your monthly Medicare Part B premium to the Social Security Administration (SSA). If you are eligible for Medical Assistance, you must keep your resources under what is currently required by the Delaware Department of Health and Social Services Division of Medicaid and Medical Assistance to continue eligibility. If your eligibility for Medicare or Medical Assistance changes while you are a Saint Francis LIFE participant, your monthly premium will be adjusted in accordance with that change.

Notify your Saint Francis 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. You have a responsibility to provide true, correct and complete information to the Delaware Department of Health and Social Services Division of Medicaid and Medical Assistance to the best of your ability. You must cooperate in documenting or providing the information you give.

The state operates a fraud control program under which local, state, and federal officials may verify the information you have given. Any inappropriate nondisclosure of excess resources or misuse of participant’s resources may be considered fraud.

**NURSING FACILITY PLACEMENT**

Our goal is to provide services to enable you to remain living in the community. However, if it is no longer feasible to meet your needs in the community, we have nursing facilities in our network to meet your needs most effectively, and we 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.

While you are living in the community and are eligible for Medical Assistance, you are able to use your income to maintain your home. If you are placed in a nursing facility, your income will need to be reassessed based on Medical Assistance income requirements for nursing facility placement, and you may be required to contribute a monthly payment toward the cost of your care less a monthly personal care allowance per state Medicaid guidelines. This determination will be based on your spouse’s income and assets as well as your own, and all income and assets must be disclosed. If a doctor states that there is the possibility you can return to your home, you may be able to keep a portion of your income for up to six months to maintain your home, so it is there when you return.

Any required payment will be paid directly to Saint Francis LIFE. Failure to pay your payment to Saint Francis LIFE will make you subject to involuntary disenrollment from the program.

Participants identified as responsible for a portion of, or the total payment amount will be informed of the payment procedure. You have several options for making the payment to Saint Francis LIFE.

You may either pay the amount requested by invoice by the 20th of the month being billed or you can elect to have Saint Francis LIFE become Representative Payee.

At the time of placement your social worker will discuss with you and your family how the monthly premium is to be paid and an agreement outlining your decision will be completed and signed by you and your family.

**MEDICAID ELIGIBILITY REVIEW AND CHANGES**

If your eligibility for Medicaid changes (for example, you now have more money or assets than last year), you may no longer be eligible to attend Saint Francis LIFE at no cost. If you want to stay in Saint Francis LIFE you may have to make a monthly payment. The payment amount would equal the amount needed to meet income levels for Medicaid. If you lose your Medicaid eligibility entirely and would like to remain in the program, you will have to pay a monthly premium depending upon your eligibility under Medicare.

**DISENROLLMENT FROM SAINT FRANCIS LIFE**

Your benefits under Saint Francis 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. This program is available through an agreement Saint Francis LIFE has with DMMA and CMS. If the agreement is not renewed by those agencies, this program will be terminated.

**Voluntary Disenrollment**

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

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

Your social worker will assist you in returning to the appropriate Medicare and/or Medicaid program. You may not receive the full range of services and benefits available to you through the Saint Francis LIFE program in other optional Medicare or Medicaid programs after disenrolling from Saint Francis LIFE.

**Involuntary Disenrollment**

Your Saint Francis LIFE Provider can terminate your benefits by notifying you in writing, at least 30 days in advance, of their intent to disenroll you, if:

* After a 30-day grace period, you fail to pay or make satisfactory arrangements to pay any premium due to Saint Francis LIFE
* After a 30-day grace period, you fail to pay or make satisfactory arrangements to pay any applicable Medicaid spend down liability or any amount due under the post-eligibility treatment of income process.
* You or your caregiver engages in disruptive or threatening behavior that jeopardizes your health or safety, or the safety of the caregiver or others.
* You move out of the Saint Francis LIFE program service area or are out of the service area for more than 30 consecutive days, unless Saint Francis LIFE agrees to a longer absence due to extenuating circumstances.
* You are determined to meet the State Medicaid nursing facility level of care requirements and are not deemed eligible.
* The Saint Francis LIFE program agreement with CMS and DMMA is not renewed or is terminated.
* Saint Francis LIFE is unable to offer health care services due to the loss of State licenses or contracts with outside providers.

Before you are involuntarily disenrolled from Saint Francis LIFE, DMMA must review and approve the involuntary disenrollment. You will then be provided with a 30-calendar day written notice by Saint Francis LIFE.

The effective date for involuntary disenrollment is the first day of the next month that begins 30 calendar days after the day we sent you the 30-day notice. Regardless of whether your disenrollment is voluntary or involuntary, until the date your disenrollment is effective, you must continue to use the Saint Francis LIFE services and pay for any premiums due. Saint Francis LIFE must continue to furnish all needed services until disenrollment is effective. Before disenrollment, Saint Francis LIFE will make appropriate referrals and ensure your medical records are made available to new providers within 30 calendar days, and work to make sure you receive the care you need in other Medicare and Medicaid programs for which you are eligible.

**GRIEVANCE AND APPEALS**

All of us at Saint Francis LIFE share responsibility for your care, and for your satisfaction with the services you receive. Our procedures for complaints, known as grievances, are designed to enable you or your representative to express any concerns or dissatisfaction you have so that we can address them in a timely and efficient manner. You also have the right to appeal any decision to deny, reduce, or stop what you believe are covered services or to pay for services that you believe we are required to pay.

The information in this section describes our grievance and appeals processes. Any time you wish to make a grievance or file an appeal, we are available to assist you. If you do not speak English, a bilingual staff member or translation service will be available to assist you.

**You will never be discriminated or retaliated against, nor be made to be afraid of discrimination or retaliation, because you have made a grievance or filed an appeal. Saint Francis LIFE will continue to provide you with all your required services during the grievance or appeals process. The confidentiality of your grievance or appeal will be maintained throughout the grievance or appeal process and information pertaining to your grievance or appeal will only be released to authorized individuals.**

**Grievance Process**

A grievance is a complaint, made either writing or verbally, expressing dissatisfaction with the delivery of your services or the quality of your care, regardless of whether you are requesting any action be taken as a result. Grievances may be between you and Saint Francis LIFE, or between you and one of your other service providers through the PACE program.

You will receive written information on the grievance process when you enroll and at least annually thereafter.

**A grievance may include, but is not limited to:**

* The quality of services you receive in your home, at the PACE center, or in an inpatient stay (hospital, rehabilitative facility, skilled nursing facility, intermediate care facility, or residential care facility);
* Wait times on the telephone, in the waiting room, or exam room;
* Behavior of any of the care providers or program staff;
* Adequacy of center facilities;
* Quality of the food provided;
* Transportation services; and
* A violation of your rights

**A grievance can be made by you, your family member or caregiver, or your designated representative. The information below describes the grievance process.**

1. You can verbally discuss your grievance either in person or by telephone with the Saint Francis LIFE staff, or with any Saint Francis LIFE contracted provider. This includes your driver, and the providers who care for you in your home.

If you discuss your grievance with a contracted provider, they will let a Saint Francis LIFE staff person know the details of your complaint. The staff person will make sure that your grievance is thoroughly documented.

You will need to provide complete information of your grievance so the appropriate staff person can respond and help to resolve your grievance in a timely and efficient manner. If you wish to submit your grievance in writing, please send your written grievance to:

Saint Francis LIFE

Attention: Quality Department

1072 Justison Street

Wilmington, DE 19801

You may also contact us at 302-660-3351 to receive assistance in submitting a grievance. For the hearing impaired (TTY/TDD), please call 711. Our staff will assist you with your grievance submission.

1. The staff member who receives your grievance will coordinate the investigation when the cause of your issue needs to be looked into, and investigation of your grievance will begin immediately to find solutions and take appropriate action. All information related to your grievance will be kept strictly confidential, including from other Saint Francis LIFE staff and contracted providers when appropriate. Please note, if you do not wish to be notified of the grievance resolution, let us know at the time you make your grievance. We will still investigate, but we will note your wishes and will not send you any further notifications.
2. Saint Francis LIFE staff will take action to resolve your grievance as quickly as your case requires, but no later than 15 business days after receipt of your grievance.
3. Saint Francis LIFE will notify you of the resolution as quickly as your case requires, but no later than three (3) calendar days after the date we resolve your grievance. We will notify you either verbally or in writing based on your preference. The exception is for grievances related to quality of care, for which we will always provide written notification of the grievance resolution. The notification we provide will include a summary of your grievance, what we found as a result of our investigation, what actions we have taken or are going to take to resolve the issue, and when you can expect those actions to occur.
4. If you have Medicare and your grievance is related to Medicare covered services, you, your family or caregiver, or your designated representative have the right to file a written complaint with the quality improvement organization (QIO). If you submit a complaint to the QIO, Saint Francis LIFE must cooperate with them to resolve the complaint. This information will also be included in the resolution notification you receive if you have submitted your grievance to Saint Francis LIFE as an additional option available to you.
5. If you are not satisfied with the resolution, you may contact the Saint Francis LIFE Executive Director within 30 calendar days of the notification of the resolution to request a review. We want to be able to continue to work towards a resolution that is acceptable to you. You also have the option of contacting 1-800-MEDICARE (1-800-633-4227) to make a complaint related to the quality of your care or the delivery of a service.
6. You also have the right to call or write to the State PACE Program Administrator at 302-255-9500, fax to 302-255-4481. Or 711 (TTY). You may write to:

**State PACE Program Administrator**

**Delaware Department of Health and Social Services**

**Division of Medicaid & Medical Assistance**

**1901 N. DuPont Highway, Lewis Building**

 **New Castle, DE 19720**

You may also call the Division of Services for Aging and Adults with Disabilities at the Delaware Aging and Disability Resource Center (ADRC) at 1-800-223-9074 or 302-424-7141 (TDD). You may also contact the Centers for Medicare and Medicaid Services at:

**CMS Region III, Philadelphia**

**801 Market Street**

**Suite 9400**

**Philadelphia, PA 19107-3134**

**Phone: (215) 861-4140**

**Email: ROPHIORA@cms.hhs.gov**

**Appeals Process**

When Saint Francis LIFE decides not to cover or pay for a service you request, if you disagree you may take action to ask that we change our decision. The action you take -whether verbally or in writing- is called an **“appeal.”** You have the right to appeal any decision we have made to deny, reduce, or stop what you believe are covered services or to deny payment for services that you believe we are required to pay.

You will receive written information on the appeals process when you enroll, at least annually after that, and any time that the IDT denies a request for services or payment.

Standard and Expedited Appeals Processes: There are two types of appeals processes: standard and expedited. Both processes are described below.

If you request a **standard appeal**, we will respond to your appeal as quickly as your health requires, but no later than thirty (30) calendar days after we receive your appeal.

If you believe that your life, health, or ability to get well or stay well are in danger without the service you requested, you may ask for an **expedited appeal**. We will automatically decide on your appeal as quickly as your health requires, but no later than seventy-two (72) hours after we receive your request for an expedited appeal. We may extend this time frame by up to fourteen (14) calendar days if you ask for the extension, or if we justify to the State Administering Agency (SAA) the need for more information and how the delay benefits you.

*Note: If you have Medicaid and the reason for your appeal is that Saint Francis LIFE proposed to reduce or stop service(s) you were receiving, you may choose to request to continue receiving the disputed service(s) until the appeal process is completed. If our initial decision to reduce or stop services is upheld, you may be financially responsible for the payment of disputed service(s) provided during the appeals process.*

1. If Saint Francis LIFE denies a service or payment for a service that you or your representative have requested or denies a request to modify or continue a service you were already receiving, you may appeal the decision. A written notification will be provided to you and/or your representative that will explain the reason for the denial of your service request or request for payment, and you will also receive verbal notification.
2. You can file your appeal either verbally, in person or by telephone, or in writing, with your Saint Francis LIFE Social Worker, or other Day Center staff. The staff person will make sure that you are provided with written information on the appeals process, and that your appeal is documented appropriately. You will need to provide complete information about your appeal so the appropriate staff person can help to resolve your appeal in a timely and efficient manner. If more information is needed, you will be contacted by the Saint Francis LIFE Quality & Compliance Department or their designee who will assist you in obtaining the missing information.
3. If you wish to file an appeal by telephone, you may contact Saint Francis LIFE at 302-660-3351. For the hearing impaired, dial 711 (TTY). The center receptionist will forward any incoming appeals received by telephone to the Quality Department or, in their absence, to the Center or Executive Director.

If you call the center after hours, the person on call will take your name and information about what you are appealing. He/she will then communicate this information to the Saint Francis LIFE Quality & Compliance Department the next business day.

1. If you wish to submit your appeal in writing, please send your written appeal to:

Saint Francis LIFE

Attention: Quality & Compliance Department

1072 Justison St.

Wilmington, DE 19801

You may also fax your written appeal to (302) 575-8236

1. The reconsideration of Saint Francis LIFE’s decision will be reviewed by an impartial and appropriately credentialed third party or review committee who was not involved in the initial decision-making process, and who does not have a stake in the outcome of your appeal. You and your representative may present or submit relevant facts and/or evidence related to your appeal for review, in person as well as in writing.
2. Once Saint Francis LIFE completes the review of your appeal, you and your representative will be notified in writing of the decision on your appeal. Trinity Health PACE Montgomery County will inform you and your representative of other appeal rights you may have if the decision is not in your favor. Please refer to the information described below:

**Your Appeal Decision:**

**If we decide fully in your favor**, we are required to provide or arrange for services or payment as quickly as your health condition requires.

**If we do not decide fully in your favor**, we will provide you with written notification that will include the specific reason(s) for the denial, why the service would not improve or maintain your overall health, your right to appeal the decision, and a description of your external appeal rights through either the Medicare or Medicaid program (**see Additional Appeal Rights, below**). We also are required to notify the federal Centers for Medicare and Medicaid Services and DMMA.

**NOTE:** Private pay participants have access to the Saint Francis LIFE appeals process only.

**Additional Appeal Rights under Medicare or Medicaid:**

If Saint Francis LIFE’s decision on your appeal is not fully in your favor, you have additional appeal rights under Medicaid and Medicare called external appeal rights. The Medicaid program conducts their next level of appeal through the State’s Fair Hearing process, and the Medicare program contracts with an “independent review entity” to provide an external review on appeals.

Saint Francis LIFE can help you to choose an appeals process to pursue, if both are applicable, and will forward the appeal to the agency you choose.

You will be contacted by the external review agency when a decision has been reached. If the ruling is in your favor, Saint Francis LIFE will continue, provide, or pay for the appealed service as quickly as your health condition requires.

If the ruling is not in your favor, Saint Francis LIFE will discontinue the service, and request repayment for cost of services provided that were being appealed, if applicable.

**MEDICAID APPEALS CONTACT:**

If you are enrolled in both Medicaid and Medicare (dually eligible) OR Medicaid only, you can choose to appeal through the Medicaid. You or your authorized representative must send a request to appeal the decision within 60 calendar days from the date of the decision by the independent third party reviewer to the Delaware State Fair Hearing Process at.

Department of Health & Social Services

DMMA Fair Hearing Officer

Division of Medicaid & Medical Assistance

1901 N. DuPont Highway

P.O. Box 906 Lewis Building

New Castle, DE 19720

Fax: 302-255-4481.

If the issue involves a reduction in your current level of services or termination of a service, you may continue to receive disputed services during the appeal process. However, if this action is upheld by the DMMA Fair Hearing Officer, you may be required to reimburse Saint Francis LIFE for the cost of services paid on your behalf during the external appeals process.

**MEDICARE APPEALS CONTACT:**

If you are enrolled in both Medicare and Medicaid (dual eligible) OR Medicare only, you may choose to file an appeal with the Medicare contracted independent review entity. A written request for reconsideration must be filed with the independent review entity within 60 calendar days from the date of the decision by the third-party reviewer. The Medicare independent review entity will contact us with the results of their review. They will either maintain our original decision or change our decision and rule in your favor. Saint Francis LIFE will help you with filing an external appeal with Medicare.

**SERVICES NOT COVERED**

Except for an emergency, all care related services require IDT authorization in advance. The staff at Saint Francis LIFE promises to give you the very best care possible. However, there are some services that are not covered by Saint Francis LIFE.

* Cosmetic surgery, unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
* Experimental medical, surgical, or other health procedures.
* Services furnished outside of the United States, unless it is regarding conditions for payment for emergency inpatient hospital services and regarding conditions for payment of physician services and ambulance services, or as may be permitted under the Delaware State approved Medicaid Plan.

**PARTICIPANT BILL OF RIGHTS FOR SAINT FRANCIS LIFE**

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

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

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

**You have the right to treatment.**

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

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

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

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

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

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

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

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

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

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

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

You have the right to get accurate, easy-to-understand information, to have this information shared with your designated representative, who is the person you choose to act on your behalf, and to have someone help you make informed health care decisions. You have the right:

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

Before Saint Francis LIFE starts providing palliative care, comfort care, and end-of-life care services, you have the right to have information about these services fully explained to you. This includes your right to be given, in writing, a complete description of these services and how they are different from the care you have been receiving, and whether these services are in addition to, or instead of, your current services. The information must also explain, in detail, how your current services will be affected if you choose to begin palliative care, comfort care, or end-of-life services. Specifically, it must explain any impact to:

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

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

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

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

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

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

**You have a right to participate in treatment decisions.**

You have the right to fully participate in all decisions related to your health care. If you cannot fully participate in your treatment decisions or want to have someone you trust help you, you have the right to choose that person to act on your behalf as your designated representative. You have the right:

* To be fully informed of your health status and how well you are doing, to make health care decisions, and to have all treatment options fully explained to you. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this may affect your physical and mental health.
* To fully understand Saint Francis LIFE’s palliative care, comfort care, and end-of-life care services. Before Saint Francis LIFE can start providing you with palliative care, comfort care, and end-of-life care services, the PACE program must explain all of your treatment options, give you written information about these options, and get written consent from you or your designated representative.
* To have the PACE program help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
* To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
* To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

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

* You have the right to talk with health care providers in private and to have your personal health care information kept private and confidential, including health data that is collected and kept electronically, as protected under State and Federal laws.
* You have the right to look at and receive copies of your medical records and request amendments.
* You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
* You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.
* There is a patient privacy rule that gives you more access to your own medical records and more control over how your personal health information is used. If you have any questions about this privacy rule, call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800- 537- 7697.

**You have a right to make a complaint.**

You have a right to complain about the services you receive or that you need and don’t receive, the quality of your care, or any other concerns or problems you have with your PACE program. You have the right to a fair and timely process for resolving concerns with your PACE program. You have the right:

* To a full explanation of the complaint process.
* To be encouraged and helped to freely explain your complaints to PACE staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
* To contact 1-800-Medicare for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.

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

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

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

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

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

**Additional Help:**

If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE (1-800-633-4227). To get the name and phone number of someone in your State Administering Agency, you have the right to call or write to the State PACE Program Administrator at 302-255-9500, fax to 302-255-4481. Or 711 (TTY).

**PARTICIPANT RESPONSIBILITIES**

Saint Francis LIFE believes greater involvement by our participants in their care improves the quality and satisfaction of their overall health. By encouraging your involvement in your healthcare decisions, it is reasonable to expect you to assume some responsibility. We ask that you:

* Consider taking advantage of opportunities for improving and maintaining your health, such as exercising, not smoking, and eating a healthy diet
* Become involved in your healthcare decisions, if you are able
* Cooperatively work with Saint Francis LIFE to develop and carry out agreed-upon treatment plans
* Tell us about important information and clearly communicate wants and needs
* Use Saint Francis LIFE’s grievance and appeals processes to discuss concerns that might occur
* Avoid knowingly spreading disease
* Recognize the reality of risks and limits of the science of medical care
* Show respect for other participants and Saint Francis LIFE staff
* Make a good-faith effort to meet financial obligations
* Abide by the rules and procedures of Saint Francis LIFE

**IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR RESPONSIBILITIES, PLEASE TALK TO YOUR SAINT FRANCIS LIFE SOCIAL WORKER.**

**GENERAL PROVISIONS**

Continuation of Services on Termination: Saint Francis LIFE has Three-Way Agreement with the Centers for Medicare and Medicaid Services (CMS) and the Delaware Department of Medicare and Medical Services [DMMA] that requires periodic renewal. If our agreement with CMS and DMMA is not renewed, or is discontinued for any reason, the program will be terminated. Should your enrollment in Saint Francis LIFE ends for any reason, you will be reinstated back into other Medicare and Medicaid programs, according to your eligibility. Saint Francis LIFE will work to ensure a smooth transition, so you continue to get the care you need.

**Cooperation in Assessments:** In order for us to determine the best services for you, your full cooperation is required during our assessment of your needs at enrollment and at least twice a year once you enroll as a participant, and in providing us with medical and financial information.

**Governing Law:** Saint Francis LIFE is subject to the requirements of the State of Delaware Department of Medicaid and Medical Services, and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services. Any provision required to be in this agreement shall bind Saint Francis LIFE, whether or not it is specifically included in this document.

**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 plan or your right to collect money from us for those services.

**Notice:** Any notice that we give you under this agreement will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of address or other contact information. When you need to give us any notice, please either call, or mail the information to your assigned Saint Francis LIFE Center:

**Justison Street Wilmington LIFE Center:**

Saint Francis LIFE

1072 Justison St.

Wilmington, DE 19801

Phone: 302-660-3351

**College Avenue Newark LIFE Center:**

Saint Francis LIFE

 30 Executive Drive

Newark, Delaware 19702

Phone: 302-661-7400

**Notice of Network Provider Contract Changes:** We will give you reasonable notice of any changes in our provider network that could affect the service you receive. This includes hospitals, physicians, or any other person or institution with which we have a contract to provide services or benefits. We will arrange for you to receive services from another provider.

**Policies and Procedures Saint Francis LIFE:** We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this plan.

**Your Medical Records**: It may be necessary for us to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, other practitioners, or contracted providers who treat you after you are enrolled in our program. By accepting coverage under this Enrollment Agreement, you authorize us to obtain and use such records and information. Access to your own medical record is permitted in accordance with Delaware and federal laws and regulations. This information will be stored in a secured manner that will protect your privacy and be kept for the time period required by law.

**Who Receives Payment Under This Agreement:** Payment for services provided and authorized by the interdisciplinary team under this contract will be made by Saint Francis LIFE directly to the Saint Francis LIFE service provider. You cannot be required to pay anything that is owed by Saint Francis LIFE to selected providers. However, payment for unauthorized services, except in case of emergency, may be your responsibility.

**Authorization to Take and Use Photographs:** As part of the routine administration of this plan, photographs may be taken for purposes of identification. We will not use these photographs for any other purpose unless we get written permission from you or your legal representative.

**CHANGES IN THE ENROLLMENT AGREEMENT** If there are changes in the Enrollment Agreement information at any time during your enrollment, the PACE organization must meet the following requirements: Give you an updated copy of the information and explain the changes to you and your representative or caregiver in a manner you understand.

**GENERAL PROVISIONS**

**Changes to Agreement:** Changes to this agreement may be made if they are approved by CMS and DMMA We will give you at least 30 days written notice of any change, and we will provide you with an updated copy and explain the changes to you and your caregiver.

**Continuation of Services on Termination:** If your enrollment in Saint Francis LIFE ends for any reason, you will be advised of the availability of other services. You will be reinstated back into the appropriate Medicare or Medicaid programs for which you are eligible.

**Cooperation in Assessments**: In order for us to determine the best services for you, your full cooperation is required in providing medical and financial information to us.

**Governing Law:** Saint Francis LIFE must follow all of the laws of the State of Delaware and applicable federal regulations, whether or not they are . 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 us for those services.)

**Notice:** Any notice that we give you under this agreement will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of your address or other contact information. When you have to give us any notice, please either call: or mail the notification to the Saint Francis LIFE Center in Wilmington at: 302-660-3351 or in Newark at 302-661-7400.

**Notice of Certain Events**: We will give you reasonable notice of any termination or breach of contract by hospitals, physicians or any other person we contract with to provide services and benefits under this agreement, if it may materially or adversely affect you. We will arrange for the provision of any interrupted service by another provider.

**DEFINITIONS**

**Benefits and Coverages** means the health and health-related services we provide you through this agreement. These services take the place of the benefits you would otherwise receive through Medicaid and/or Medicare. This is made possible through a special arrangement between Saint Francis LIFE, DMMA and CMS. This agreement gives you the same benefits you would receive under Medicaid and/or Medicare in addition to many other benefits. To receive any benefits under this agreement, you must meet the conditions described in this agreement.

**Contracted Provider** means a health facility, health care professional, community living support service, or agency, which has contracted with Saint Francis LIFE to provide health and health-related services to our participants.

**Eligibility for Nursing Facility Care** means that your health status meets the DMMA’s criteria for nursing facility level of care. Saint Francis LIFE’s goal is to maintain you living in the community as long as it is medically and socially feasible, even if you are eligible for nursing facility level care.

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

**Emergency Services** are services provided in an inpatient or outpatient setting that are furnished by a qualified emergency services provider, other than Saint Francis LIFE or one of its contract providers, either in or out of the service area and are needed to evaluate or stabilize an emergency medical condition.

**Enrollment Agreement (or agreement)** means this document between you and Saint Francis LIFE, which establishes the terms and conditions and describes the benefits available to you. This agreement remains in effect until disenrollment and/or termination take place.

**Exclusion** means any service or benefit that Saint Francis LIFE is not permitted to provide according to federal regulation.

**Health Services** means services such as 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 in the Saint Francis LIFE adult health center, in your home, or in professional offices of specialists, hospitals, or nursing homes under agreement with Saint Francis LIFE.

**Health Team (also called Interdisciplinary Team)** describes the Saint Francis LIFE program’s professional team consisting of a primary care provider, social worker, registered nurse, physical, recreational, occupational therapist, home care coordinator, dietitian, Saint Francis LIFE center manager, personal care attendant, and transportation coordinator. They will assess your medical, emotional, and social needs, and develop a treatment plan that identifies the services needed. Many of the services are provided and monitored by this health team.

The health team must authorize all services you receive. Your needs will be reassessed by the health care team at least twice a year, and changes in your treatment plan my occur. You have the right to request a reassessment at any time.

**Hospital Services** means those services that are generally and customarily provided by acute general hospitals.

**LIFE** is an acronym for Living Independently for Elders. Saint Francis LIFE is a community based managed care program for the frail elderly and is a Program of All-inclusive Care for the Elderly (PACE).

**Nursing Facility** is a health facility licensed for long-term care by the State of Delaware.

**Other Services** are those services that support the provision of health services and help you maintain your independence. Such services include, but are not limited to, escort, translation, transportation, and assistance with housing problems.

**Out-of-Area** means any area beyond Saint Francis LIFE’s zip code Service Area.

**Outside the U.S.** means anywhere other than the 50 states of the U.S., the District of Columbia, and the U.S. territories (Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands).

**PACE** is the Program of All-inclusive Care for the Elderly. PACE is the comprehensive service plan that integrates acute and long-term care for older people with serious health problems. PACE arranges for participants to come to the Saint Francis LIFE center to receive individualized care from doctors, nurses, and other health and social service providers. The goal is to help participants stay independent in the community for as long as safely possible.

**Participant** is defined as a person who meets Saint Francis LIFE’s eligibility criteria and voluntarily signs an Enrollment Agreement to enroll in Saint Francis LIFE program. The words “you” or “your” refer to a participant.

**Service Area** means the geographic location in which the LIFE program provides care. Saint Francis LIFE’s service area includes: 19701, 19702, 19703, 19706, 19707, 19709, 19711, 19713,

19720, 19730, 19734, 19736, 19801, 19802, 19803, 19804, 19805, 19806, 19807, 19808, 19809,

19810, 19938\*, 19977\* (\*portions of these zip codes located within New Castle County only).

**Service Location** is described as any location at which you obtain any health or health-related service under the terms of this agreement.

**Urgent Care** means services provided to you when you are out of the PACE service area, and you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life or function is not in serious danger.

**APPENDIX G.**

**LANGUAGE ASSISTANCE SERVICES AVAILABLE**

Spanish: Atención: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 302-660-3351 (TTY: 711).

Chinese: 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 302-660-3351 (TTY: 711).

Pennsylvania Dutch: Wann du [Deitsch (Pennsylvania German/Dutch)] schwetzscht,

kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 302-660-3351 (TTY: 711).

German: Achtung: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 302-660-3351 (TTY: 711).

Italian: Attenzione: In caso la lingua parlata sia l’italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 302-660-3351 (TTY: 711).

French: Attention: Si vous parlez français, des services d’aide linguistique vous sont proposés gratuitement. Appelez le 302-660-3351 (ATS: 711).

Vietnamese: Chú Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 302-660-3351 (TTY: 711).

Russian: Внимание: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 302-660-3351 (телетайп: 711).

مقربلصتا ناجملاب كل رفاوتت ةیوغللا ةدعاسملا تامدخ نإف ،ةغللا ركذا ثدحتت تنك اذإ :ةظوحلم Arabic:

.ھ مصلا مكبلاو 711) : رقم( 302-660-3351

Korean: 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 302-660-3351 (TTY: 711) 번으로 전화해 주십시오.

Polish: Uwaga: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 302-660-3351 (TTY: 711).

Hindi: ेलिए मुफ्त मेंभाषा सहायता सेवाएंउपलब्ध हैं। 302-660-3351 (TTY: 711) पर कॉल करें।.

Gujurati: સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 302-660-3351 (TTY: 711).

Tagalog Paunawa: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga

serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 302-660-3351 (TTY: 711).

French Creole Atansyon: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 302-660-3351 (TTY: 711).

Greek: Προσοχη: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 302-660-3351 (TTY: 711).

Portuguese: Atenção: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 302-660-3351 (TTY: 711).