

ENROLLMENT AGREEMENT

#### Revision Date: January 2025

Known nationally as the Program of All-inclusive Care for the Elderly

(PACE)

### THIS AGREEMENT BELONGS TO:

### TRINITY HEALTH LIFE NEW JERSEY TELEPHONE NUMBER:

#### (856) 675-3355

### TRINITY HEALTH LIFE NEW JERSEY ADDRESS:

#### 2475 McClellan Avenue Pennsauken, New Jersey 08109

### TRINITY HEALTH LIFE NEW JERSEY CENTER MANAGER:

### TRINITY HEALTH LIFE NEW JERSEY PACE PHYSICIAN:

### TRINITY HEALTH LIFE NEW JERSEY SOCIAL WORKER:

**24-HOUR EMERGENCY SERVICES**

### CALL THE ON-CALL PROVIDER:

#### (856) 675-3355

### HEARING IMPAIRED, CALL THE NJ RELAY OPERATOR:

**Please call TTY 711 first and then 856-675-3355** **or (800) 852-7897 for English/(866) 658-7714 for Spanish**

**In an EMERGENCY dial 911**

#### Participant Name:

#### Participant Date of Birth

Month/date/year

#### Gender: F | M

##### Circle Choice

Medicare Status (Part A, Part B or Both):

Medicare Number:

Medicaid Status:

Medicaid Number:

##### Other Insurance (if applicable):

**Effective Date of Enrollment**

Month/date/year

#### The services available through Trinity Health LIFE New Jersey have been explained to me in an initial presentation by Trinity Health LIFE New Jersey Enrollment staff, on . The Enrollment Specialist who explained this program to me is an employee of Trinity Health LIFE New Jersey and does not represent any city, state, or federal agency.

#### Specifically, I understand that:

* I have received, read and understand Trinity Health LIFE New Jersey’s Enrollment Agreement, which explains the coverage, terms and conditions of participation.
* I have been given an opportunity to ask questions. All my questions have been answered to my satisfaction.
* I agree to participate in the Trinity Health LIFE New Jersey Program according to the terms and conditions in the Trinity Health LIFE New Jersey Enrollment Agreement.
* **I can only belong to one health plan at a time.** As a participant, I agree to receive all health and health-related services from Trinity Health LIFE New Jersey.
* Physicians employed by Trinity Health LIFE New Jersey will manage all my health problems, including hospital and nursing home care.
* I agree to change my Primary Care Provider and other specialists if they are not in the Trinity Health LIFE New Jersey network of providers.
* I understand, with the exception of emergency care, if I seek health care from a medical specialist, or provider who does not contract with Trinity Health LIFE New Jersey or is not approved by the interdisciplinary team, Trinity Health LIFE New Jersey may not pay the bill. I understand that I may be responsible for this expense.
* Enrollment is voluntary and a decision to enroll has no effect on my current eligibility for Medicaid or other benefits. I will continue to receive my Social Security, SSI checks, or benefits from pensions.
* Enrollment in Trinity Health LIFE New Jersey results in disenrollment from any other Medicare or Medicaid prepayment plan or benefit.
* I have been informed that my enrollment into Trinity Health LIFE New Jersey will be effective on the first day of the calendar month following the date Trinity Health LIFE New Jersey receives my signed Enrollment Agreement.
* Written information regarding my right to make decisions about medical treatment and the right to execute directives has been provided to me.
* I agree to comply with the care plan as explained to me concerning hours and days of attendance.
* I understand that staff employed by Trinity Health LIFE New Jersey will provide personal care and meals in my home if needed. Services from other agencies will stop after enrollment.
* I agree to be assessed by a physician, nursing staff, social worker, physical therapist, occupational therapist, dietitian, recreational activities coordinator, in home service coordinator, and other professionals as deemed appropriate by the Interdisciplinary Team.
* I understand that enrollment in Trinity Health LIFE New Jersey is voluntary, and I can disenroll from Trinity Health LIFE New Jersey if I want to at any time and for any reason.
* I understand that electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including hospice benefit, after enrolling as a LIFE participant is considered voluntary disenrollment from LIFE.
* I understand that if I am not eligible for Medicare when I enroll in Trinity Health LIFE New Jersey and become eligible after enrollment, I will be disenrolled if I elect to obtain my Medicare coverage other than from PACE.
* I give permission for the exchange of personal information regarding my care between Trinity Health LIFE New Jersey, the Centers for Medicare and Medicaid Services (CMS), its agents, and the New Jersey Department of Human Services.
* I understand that I may not enroll or disenroll from LIFE at a Social Security Office.

##### **Print Participant Name:**

##### 

##### **Signature of Participant and Date:**

##### 

##### Signature of Participant Date

##### **Family Member or Legal Guardian Name (if applicable):**

##### **Signature of Family Member or Legal Guardian and Date:**

##### 

##### Signature of Family Member of Legal Guardian Date

**Print Witness Name (Trinity Health LIFE New Jersey Employee):**

##### **Signature of Witness and Date:**

##### 

##### Signature of Witness Date

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**TRINITY HEALTH LIFE NEW JERSEY ENROLLMENT AGREEMENT**

Important Notice - The benefits provided through Trinity Health LIFE New Jersey are made possible through an agreement Trinity Health LIFE New Jersey has with Medicaid and Medicare under New Jersey’s Department of Human Services (NJDHS) and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS). When you sign this Enrollment Agreement, you agree to accept all services from Trinity Health LIFE New Jersey in place of the usual Medicare and/or Medicaid benefits or programs. Trinity Health LIFE New Jersey will provide services based on your assessed needs - the same benefits under Medicaid and Medicare plus many more.

Please examine this Enrollment Agreement carefully. If you sign and enroll with us, you will still be able to cancel your enrollment if you change your mind.

Some of the terms used in this document may not be familiar to you. Please refer to the “Definitions” section in the back for explanations of terms used.

# INTRODUCTION TO TRINITY HEALTH LIFE NEW JERSEY

Trinity Health LIFE New Jersey is a health plan for seniors aged 55 and older who prefer not to move into a nursing home, but whose medical problems make it impossible for them to stay at home without help from doctors, nurses, social workers, and other caregivers. Trinity Health LIFE New Jersey is a PACE program which is a national model of healthcare services called the Program of All-Inclusive Care for the Elderly. In fact, the health plan is specially designed to offer an alternative to institutional living to those seniors who live in Camden County and parts of Burlington County and are eligible for nursing home placement. (See Section VII. ELIGIBILITY for more information about our service area.)

The philosophy of Trinity Health LIFE New Jersey is to enhance the quality of life and independence for frail, older adults by providing services that will help them stay in their community. Our goal is to maximize dignity and respect while preserving and supporting the family.

Trinity Health LIFE New Jersey has an agreement with the Centers for Medicare and Medicaid Services and the New Jersey Department of Human Services that is subject to renewal on a periodic basis and if, the agreement is not renewed, the program will be terminated.

# SPECIAL FEATURES OF TRINITY HEALTH LIFE NEW JERSEY HEALTH PLAN

## You Receive the Services You Need to Remain at Home

Trinity Health LIFE New Jersey is a special health plan designed to keep you as active as you

can be and to help you remain at home for as long as possible.

Trinity Health LIFE New Jersey provides a full array of health and social services with medical help available 24 hours a day, 7 days a week, and 365 days a year. In order to decide what services are most important to help you remain at home, a team of health care professionals meets with you, assesses your needs and develops an individualized plan of care with you.

## A Single Source for All Services

As a Trinity Health LIFE New Jersey participant, you no longer have to deal with many different health care providers. The Interdisciplinary Team (IDT) arranges all the services you receive. The IDT, working together with you, will determine the care and services that are right for you. They will reassess your needs at least every six months, but more often if your needs change. All care planning includes you, and your family and caregivers, if applicable.

## Your Primary Care Provider

Once you enroll in Trinity Health LIFE New Jersey, you will be assigned a personal primary care provider. As a member of your team, your primary care provider will always know exactly what services you are receiving and what care is planned for you.

## Exclusive Benefits and Service Provision

Once you have enrolled in Trinity Health LIFE New Jersey, you agree to receive services exclusively from Trinity Health LIFE as long as you participate in the health plan. Unless it is an emergency, you should not receive services from any other doctors or medical providers unless those services are approved and arranged by your Trinity Health LIFE New Jersey Interdisciplinary Team. Emergency services are always covered out of network, and urgently needed care and post-stabilization care are covered out of network when approved. Please note that you may have full personal liability for the cost of services that are out of network or not approved, other than emergency care.

# SERVICE AND COVERAGE

There are many kinds of services provided by Trinity Health LIFE New Jersey. Your Trinity Health LIFE New Jersey Interdisciplinary Team knows about every kind of service available and will decide with you what is best for your needs.

The following benefits are fully covered when approved by the Interdisciplinary Team. If you or your representative disagrees with the Interdisciplinary Team’s decision not to approve an item or service you have requested, you have the right to appeal their decision. Refer to Section XV for a description of the Appeal Process.

## Services Provided by Trinity Health LIFE New Jersey in the Center and the Community

* + 1. In the LIFE Day Center (Monday through Friday)
       - Breakfast, lunch and snacks
       - Recreational activities
       - Transportation, and when appropriate with an escort (also provided for all specialty services and other services not received at the Center)
* Exercise and rehabilitation
* Instruction to prevent illness and disability
* Personal care such as bathing, hair and nail care, dressing, grooming, and toileting
  + 1. Primary Medical Care including clinic visits on site, as well any facility where you may be staying or living, with the Trinity Health LIFE New Jersey physician, nurse practitioner and/or physician assistant (primary care provider on call 24 hours, every day)
       - Routine care
       - Physical examinations
       - Immunizations
       - Preventive health care
       - Specialist care
       - Consultation
       - Women’s Health Services
    2. Nursing Care
       - RN Services
    3. Social Work Services
       - Social Services/Case Management
       - Individual and Group Therapy
    4. Physical, Occupational and Speech therapies
    5. Podiatry, including routine foot care
    6. Ambulance Services
    7. Emergency coverage anywhere in the United States
       - An Emergency Medical Condition is defined as a sudden medical condition, or severe pain, that an average person with no medical training feels would place their health at serious risk, result in serious harm to bodily functions or result in serious harm of an organ or bodily part.
    8. Urgently needed care outside service area
       - Urgent care means the care provided to you when you are outside of the LIFE 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 danger.
    9. Post Stabilization Care
       - 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. They are not emergency services, which Trinity Health LIFE New Jersey are obligated to pay. They are non-Trinity Health LIFE New Jersey services that

are provided outside of the service area.

* + 1. Dietary counseling for you and your family on how to choose and cook foods that are healthy for you.
    2. Prescribed medications. (You get these through the Primary Care Clinic as prescribed by your Trinity Health LIFE New Jersey provider) Additionally, you will be provided all over the counter (OTC) medications as ordered by the provider.
    3. Vision Care
       - Examinations
       - Treatments
       - Eyeglasses
       - Corrective lenses after cataract surgery
    4. Psychiatry/Psychotherapeutic Service
       - Evaluation
       - Consultation
       - Diagnosis
       - Treatment
    5. Audiology Evaluation
       - Hearing aids (including repairs and maintenance)
    6. Artificial limbs
    7. Durable medical equipment
    8. Basic Dental Care
       - Our first priority for dental care is to treat pain and acute infections. Our second priority is to maintain dental functioning. Dental Care is provided according to the need and appropriateness as determined in collaboration with the dentist, Interdisciplinary Team, and you - the participant. You will receive an initial dental assessment and exam within the first three months of your enrollment. After that, you’ll have a yearly dental exam.
         * Additional dental services, depending on assessment of the Interdisciplinary Team, may include:
         * Diagnostic Tests
         * Preventative services such as cleaning
         * Restorative dentistry, such as fillings, temporary or permanent crowns
         * Prosthetic Appliances - complete or partial dentures
         * Oral surgery - extracting teeth, or removal, or repair of soft and hard gum tissue

## Services Provided in your Home

* Homemaker/chore services
* Home delivered meals
* Personal care
* Nursing services
* Home Safety Evaluation

## Nursing facility Care

* Room and board
* Physician and nursing services
* Medical social services
* Medical supplies
* Prescription drugs
* Physical, speech and occupational therapies
* All meals
* Necessary medical supplies and appliances, such as a wheelchair
* Personal care, such as toileting

## Hospitalization

When hospitalization is needed, Trinity Health LIFE New Jersey has contracts with the hospitals in the Camden and the Burlington County area. Services you may receive include:

* Room and board
* General medical and nursing services
* Psychiatric services
* Meals
* Drugs and medications
* Diagnostic or therapeutic items and services
* Laboratory tests, x-rays and other diagnostic procedures
* Kidney dialysis
* Dressing, cast, supplies
* Operating and recovery room
* Oxygen and anesthesia
* Organ and bone marrow transplants (non-experimental and non-investigative)
* Use of appliances, such as a wheelchair
* Rehabilitation services such as physical, occupational and speech therapy
* Radiation therapy
* Blood, blood plasma, blood factors and blood derivatives
* Substance Abuse
* Drugs and biologicals
* Medical social services and discharge planning

If continued care is needed following discharge, Trinity Health LIFE New Jersey arranges for admission to a skilled nursing facility in the local area.

## Hospital Outpatient:

* Lab, x-ray, medical equipment, surgical services, and substance abuse.

## Services for End Stage Renal Disease

## End of Life Care

#### End-of-Life care service includes care in the hospital, care in the nursing home, care at home, or outpatient services. This could include medication management, nutritional care, family counseling, and quality of life determination.

## Home Health

* Skilled nursing services
* Medical social services
* Home health aide services
* Physical or Occupational Therapy
  1. **Other services determined necessary by the IDT to improve and maintain your overall health status.**

# SERVICE EXCLUSIONS AND LIMITATIONS

# Except for emergency services, all care requires authorization in advance by the Interdisciplinary Team. There are certain services that Trinity Health LIFE New Jersey cannot provide. Those are:

* 1. Experimental medical, surgical, or other health procedures.
  2. Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following cancer surgery.
  3. Any services rendered outside of the United States except as may be permitted under Medicare or the state’s approved Medicaid plan.

The United States is defined as 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). “Outside the U.S.” means anywhere other than these places.

# AFTER HOURS CARE

There may be times when you need to speak to a physician or nurse practitioner and receive advice or treatment for an injury or onset of a serious illness that simply cannot wait until regular clinic hours. Please follow the instructions outlined below for After Hours Home Care.

When you need care after hours, there will always be a provider available to answer your call, 24 hours a day, 7 days a week, 365 days a year. The provider answering your call may not be the same one you see at Trinity Health LIFE New Jersey, but he/she has been chosen by the Trinity Health LIFE New Jersey physician to answer your after-hours calls and is well qualified to give you the care you need or arrange to provide care.

If the provider believes you need to go to the hospital, he/she will call the ambulance for you.

For after hours care, call Trinity Health LIFE New Jersey at (856) 675-3355 and the answering service will contact the provider for you. The telephone number is listed on your membership card. For the hearing impaired, call 711 first and then 856-675-3355 or (800) 852-7897 for English or (866) 658-7714 for Spanish.

To leave a message for any of the professionals on your team or any Trinity Health LIFE New Jersey staff member, call (856) 675-3355 and give the answering service your message. For the hearing impaired, call 711 first and then 856-675-3355 or (800) 852-7897 for English or (866) 658-7714 for Spanish.

You are not required to use the Trinity Health LIFE New Jersey answering service when you believe that you have a life-threatening condition or have an emergency. Please use the “911” emergency response system when you believe you have an Emergency Medical Condition that requires an emergency response and/or ambulance transport services.

# EMERGENCY AND URGENTLY NEEDED CARE SERVICES

**Emergency Services**

Trinity Health LIFE New Jersey provides emergency care 24 hours per day, 7 days per week, and 365 days per year. An Emergency Medical Condition is defined as a sudden medical condition, or severe pain, that an average person with no medical training feels would place their health at serious risk, result in serious harm to bodily functions or result in serious harm of an organ or bodily part. Emergency services that fall within this description do not require prior authorization by Trinity Health LIFE New Jersey. Examples of an emergency may 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 need emergency services, **please call the “911” emergency response system**.

After you have used the “911” emergency response system, you or your family must notify Trinity Health LIFE New Jersey as soon as reasonably possible. The Trinity Health LIFE New Jersey physician, who is familiar with your medical history, will work with the emergency service providers in following up on your care. Trinity Health LIFE New Jersey also covers emergency care when you are temporarily out of the service area but still in the United States.

If you access emergency services, ambulance services and/or hospital services when out of the service are, you must notify Trinity Health LIFE New Jersey as soon as reasonably possible. If you are hospitalized, we have the right to arrange a transfer when your medical condition is stabilized to a Trinity Health LIFE New Jersey contracted hospital, or another hospital designated by us. We may also transfer your care to a Trinity Health LIFE New Jersey physician.

## Post Stabilization Care

Post stabilization care means services provided subsequent to an emergency that a treating physician views as medically necessary after an emergency medical condition has been stabilized. Trinity Health LIFE New Jersey will pay for all medically necessary health care services provided to you which are necessary to maintain your stabilized condition up to the time that Trinity Health LIFE New Jersey effectuates your transfer, or you are discharged.

## Urgently Needed Care

Urgently needed care means care provided to you when you are outside of the Trinity Health LIFE New Jersey 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 are not in danger. If you feel that you need health care services quickly, but it is not an emergency Trinity Health LIFE New Jersey will arrange for these urgently needed care services.

Urgently needed care and post stabilization care are covered services provided to you when approved by Trinity Health LIFE New Jersey.

Approval for urgent care service or post stabilization care is given within one (1) hour after Trinity Health LIFE New Jersey is notified. If we have not taken action after one (1) hour, or if we cannot be contacted, then approval is given by default.

If you call after normal working hours, Trinity Health LIFE New Jersey's on-call answering service at (856) 675-3355 will immediately call one of its providers who will tell you what to do and help you get the care you need. A provider is available twenty-four (24) hours a day.

If you need to be taken to the hospital, the provider will call the nearest ambulance services to send an ambulance to you, if 911 services are not instructed.

**Reimbursement Provisions**

If you have paid for an emergency or urgent care service you received when it was impossible to obtain care through a Trinity Health LIFE New Jersey, contracted facility payment will be made and sent by Trinity Health LIFE New Jersey’s Finance Department within 15 - 45 days. **Remember your LIFE/PACE Member Card is your medical insurance identification.**

However, if you receive any medical care or covered services as described in this Enrollment Agreement outside of the United States, Trinity Health LIFE New Jersey will not be responsible for the charges except as may be permitted under federal law and New Jersey Medicaid. Refer to section IV Service Exclusions and Limitations

If your request for reimbursement is denied by Trinity Health LIFE New Jersey, you have the right to appeal this decision. Refer to Section XV for a description of the appeals process.

## LIFE/PACE Member Card Sample

# ELIGIBILITY

You are eligible to enroll in the Trinity Health LIFE New Jersey plan if you:

* 1. Are 55 years of age or older.
  2. Reside in the Trinity Health LIFE New Jersey service area.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TRINITY HEALTH LIFE NEW JERSEY SERVICE AREA** | | | | |
| **Camden County Zip Codes** | | | | |
| **08002** | **08026** | **08043** | **08084** | **08104** |
| **08003** | **08029** | **08045** | **08091** | **08105** |
| **08004** | **08030** | **08049** | **08095** | **08106** |
| **08007** | **08031** | **08059** | **08099** | **08107** |
| **08009** | **08033** | **08078** | **08101** | **08108** |
| **08012** | **08034** | **08081** | **08102** | **08109** |
| **08021** | **08035** | **08083** | **08103** | **08110** |
| **Burlington County Zip Codes** | | | | |
| **08010** | **08048** | **08054** | **08065** | **08076** |
| **08036** | **08052** | **08055** | **08073** | **08077** |
| **08046** | **08053** | **08057** | **08075** |  |

* 1. Are able to live in a community setting at the time of enrollment without endangering your health or safety.
  2. Have health problems that make it difficult to perform normal daily activities (meet New Jersey’s standard for nursing facility level of care).

# ENROLLMENT

Enrolling in Trinity Health LIFE New Jersey is a four-step process:

**(1)** Intake **(2)** Determination of Clinical Eligibility, **(3)** Assessment, and **(4)** Enrollment. Enrollment into Trinity Health LIFE New Jersey will require you to disenroll from any Medicaid or Medicare HMO or program.

## Intake

“Intake” begins when you or someone on your behalf calls or comes to Trinity Health LIFE New Jersey. If it appears from this first conversation that you are potentially eligible, a Trinity Health LIFE New Jersey marketing representative or Enrollment Specialist will schedule a visit to your home, explain our program, and conduct a preliminary screening.

## Determination of Clinical Eligibility

## Your monthly share of cost, if any, will be verified by the Enrollment Specialist. At that time the Enrollment Specialist will indicate what that cost will be, if any, and a payment plan will be identified. (See Section X, Monthly Fee).

Trinity Health LIFE New Jersey is committed to serving the elderly who need long-term care; therefore, an independent opinion must confirm that your health status, in fact, qualifies you to join Trinity Health LIFE New Jersey. If you are interested in joining the Trinity LIFE New Jersey plan, our Enrollment Specialist or Marketing Supervisor will schedule a nurse to come to your home. The nurse will complete the pre-admission screen using the state’s approved assessment tool to determine if you meet the Nursing Facility Level of Care criteria. Trinity Health LIFE New Jersey will submit this assessment to the Office of Community Choice Options who will determine if you meet the level of care. A staff member from the New Jersey Office of Community Choice Options will review the information submitted by the PACE Interdisciplinary Team and determine if you meet the level of care eligible for the Trinity Health LIFE New Jersey PACE program. Once a determination is made, Trinity Health LIFE New Jersey will notify you of the determination. If accepted, we will ask that you come into the center for an evaluation by members of the IDT.

In the event that the New Jersey Office of Community Choice Options finds that you are not qualified for the level of care provided by Trinity Health LIFE New Jersey, you will not be eligible to enroll in this health plan.

## Assessment

Members of the Interdisciplinary Team (IDT) will assess your care needs in your home and/or when you visit the Center. We will also ask that you sign a release of information allowing us to obtain your medical and financial information, as well as your eligibility for Medicare and Medicaid. We will look at your health care needs and decide the best way to take care of you and where you should go to get that care. Within a week or two, when each IDT member has evaluated your situation, the IDT will meet to share their findings and ideas to develop your Individual Plan of Care. At this meeting, the IDT will decide whether your needs can safely be met in the community with the services of Trinity Health LIFE New Jersey. After this meeting, the Enrollment Specialist and/or Marketing Supervisor will contact you and/ or your family or caregiver, to set up a conference and inform you of the IDT’s recommendations.

If Trinity Health LIFE New Jersey determines that you are not able to live safely in the community, your enrollment will be denied. Trinity Health LIFE New Jersey will work with you to make other arrangements for the care you need.

## Enrollment

If you meet all eligibility requirements and you found your visits to the Center to be satisfactory, you and your family or significant other will meet with the Enrollment Specialist. During this meeting, the Enrollment specialist will review with you information about the PACE program and whether you would like to enroll in Trinity Health LIFE New Jersey. At this meeting, you will have an opportunity to discuss the following information:

* The Individual Plan of Care recommended for you by the IDT, and how Trinity Health LIFE New Jersey intends to meet your care needs.
* Your monthly fee, if any (See Section X, Monthly Fee).
* Your agreement to receive all health care services authorized and provided exclusively by Trinity Health LIFE New Jersey.
* What to do if you are unhappy with the care you receive at Trinity Health LIFE New Jersey (See Section XII, Grievance and Appeals).

If you decide to join Trinity Health LIFE New Jersey, we will ask you to sign the Enrollment Agreement. Upon signing, you will receive the following information and documents:

* A signed copy of the signed Enrollment Agreement
* A magnet with Trinity Health LIFE New Jersey emergency telephone number to post in your home
* A list of LIFE Staff and Contracted Providers with titles and phone numbers
* A Trinity Health LIFE New Jersey membership card with emergency telephone numbers to carry with you

Your enrollment will be effective beginning the first day of the month following the date Trinity Health LIFE New Jersey receives your signed Enrollment Agreement. Trinity Health LIFE New Jersey is a voluntary health plan. You have the option of disenrolling from Trinity Health LIFE New Jersey should you choose. If you wish to disenroll, you can contact your Social Worker.

# MONTHLY FEES

Your payment responsibility will depend upon your eligibility for Medicare, Medicaid, or Medicare and Medicaid.

If you are eligible for:

**MEDICARE AND MEDICAID OR MEDICAID ONLY**

If you have Medicaid and are eligible for both Medicare and Medicaid, you are not responsible for any premiums, but may be responsible for any applicable spenddown liability under federal law and any amounts due under the post-eligibility treatment of income process.

As a Trinity Health LIFE New Jersey participant, you will automatically receive all prescription drug and healthcare benefits from Trinity Health LIFE New Jersey. Trinity Health LIFE New Jersey has a contract with Medicare to provide you with prescription drug coverage at no cost to you.

**MEDICARE ONLY**

If you have Medicare only and are not eligible for Medicaid, then you will pay a monthly premium to Trinity Health LIFE New Jersey.

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 $\_\_\_\_\_\_\_.

If you have Medicare, you will still pay the monthly Medicare Part B bill to the Social Security Administration, if applicable.

**PRIVATE PAY**

If you are not eligible for Medicare or Medicaid, you will pay a monthly fee to Trinity Health LIFE New Jersey.

Your monthly premium of $\_\_\_\_\_\_ starts on\_\_\_\_\_\_\_\_(date).

Because this fee does not include the cost of prescription drug coverage, you will be responsible for an additional monthly fee 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 Trinity Health LIFE New Jersey 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 social worker for more information about whether this applies to you.

If you are required to pay a monthly fee to Trinity Health LIFE New Jersey, you must pay this amount by the first day of the month after you sign the Enrollment Agreement. Thereafter, payments will be due on the first of each month.

All future payments will be due the 1st day of the month. Payment can be made by check, money order or cash to:

###### Trinity Health LIFE New Jersey 2475 McClellan Avenue Pennsauken, New Jersey 08109

# TERMINATION OF BENEFITS

Your benefits under Trinity Health LIFE New Jersey can be discontinued if you choose to disenroll from the health plan (voluntary) or if you no longer meet the conditions of enrollment (involuntary).

Trinity Health LIFE New Jersey will continue to be responsible for your care and providing all required services, and you will need to continue using our services and paying your usual monthly fee, if you have one, until your disenrollment becomes effective. We will provide you with information explaining that you may not receive all the same services and benefits in other optional Medicare or Medicaid programs following disenrollment from PACE.

**Voluntary Disenrollment.** If you wish to disenroll, you should contact your Trinity Health LIFE New Jersey social worker. You can disenroll from the program at any time and for any reason. Trinity Health LIFE New Jersey requests that you sign a Disenrollment Form prior to the date of your disenrollment. This form will indicate that your disenrollment will be effective the first day of the month following the date Trinity Health LIFE New Jersey receives your notice of voluntary disenrollment, and that you will no longer be entitled to services through Trinity Health LIFE New Jersey once your disenrollment is effective.

**Involuntary Disenrollment.** Trinity Health LIFE New Jersey wants to keep you as a member and will work with you to resolve problems. If we are no longer able to provide appropriate care, Trinity Health LIFE New Jersey can terminate your membership by giving you at least 30 days’ notice in writing. Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the day Trinity Health LIFE New Jersey sends notice of the disenrollment. All involuntary disenrollments must be approved by the New Jersey Department of Human Services.

Reasons you may be involuntarily disenrolled:

1. You move out of the Trinity Health LIFE New Jersey service area or are out of the service area for more than 30 consecutive days, unless we have agreed to a longer absence due to extenuating circumstances.
2. You fail to pay or fail to make satisfactory arrangements to pay any premium due to Trinity Health LIFE New Jersey, any applicable Medicaid spend down liability, or any amount due under the post-eligibility treatment of income process after a 30-day grace period.
3. You or your caregiver engages in disruptive or threatening behavior, which jeopardizes your health or safety or the safety of others.
4. You are capable of making decisions and continue to refuse to follow your individual plan of care or the terms of the Trinity Health LIFE New Jersey Enrollment Agreement.
5. Trinity Health LIFE New Jersey loses the contracts and/or licenses enabling it to offer health care services.
6. The PACE program agreement between Trinity Health LIFE New Jersey, the Centers for Medicare and Medicaid Services, and the New Jersey Department of Human Services is not renewed or is terminated.
7. You no longer meet the Nursing Facility Level of Care and are not deemed eligible.

#### Disenrollment & Medicare or Medicaid Prepayment Plans

Enrollment in LIFE results in disenrollment from any other Medicare or Medicaid prepayment 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 Trinity Health LIFE New Jersey participant is considered a voluntary disenrollment from Trinity Health LIFE New Jersey. If you are not eligible for Medicare when you enroll and become eligible for Medicare after enrollment in Trinity Health LIFE New Jersey, you will be disenrolled from the PACE program if you elect to obtain Medicare coverage other than from Trinity Health LIFE New Jersey.

If you are notified that you are going to be involuntarily disenrolled due to failure to pay the monthly fee, you can remain enrolled simply by paying the monthly fee before the effective date of your disenrollment.

Once again, please note that involuntary disenrollment requires approval from the New Jersey Department of Human Services. You are required to use Trinity Health LIFE New Jersey’s services until disenrollment becomes effective.

#### PLEASE NOTE: Medicare beneficiaries may not enroll or disenroll at a Social Security office.

# RENEWAL PROVISION

If you leave Trinity Health LIFE New Jersey Health Plan, you must reapply and meet the eligibility requirements to be reinstated.

# PARTICIPANT BILL OF RIGHTS AND RESPONSIBILITIES

Your Rights in the Programs of All-Inclusive Care for the Elderly

When you join a PACE program, you have certain rights and protections. Trinity Health LIFE New Jersey, 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 Trinity Health LIFE New Jersey, 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 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 Trinity Health LIFE New Jersey 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 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 the Trinity Health LIFE New Jersey can no longer maintain you safely in the community.

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

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

* To be fully informed of your health status and how well you are doing, to make health care decisions, and to have all treatment options fully explained to you. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this may affect your physical and mental health.
* To fully understand Trinity Health LIFE New Jersey palliative care, comfort care, and end-of-life care services. Before Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey, 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 Trinity Health LIFE New Jerseyreceives 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 or 1-800-633-4227 or contact the New Jersey Department of Human Services (NJ DHS) 24-hour complaint hotline by calling 1-800-792- 9770. You can also contact the NJ DHS in writing at:

New Jersey Department of Health

Division of Health Facility Survey and Field Operations PO Box 367

Trenton, NJ 08625-0367

## Participant Responsibilities

We believe that you and your caregiver play crucial roles in the delivery of your care. To assure that you remain as healthy and independent as possible, please establish an open line of communication with those participating in your care and be accountable for the following responsibilities:

You have the responsibility to:

* + Cooperate with the Interdisciplinary Team in implementing your Plan of Care.
  + Discuss with your providers if you do not want to accept a treatment or medication your IDT decides you need, and understand and accept the consequences to your health and well-being if you refuse any recommended treatment.
  + Provide the Interdisciplinary Team with a complete and accurate medical history.
  + Utilize only those services authorized by the interdisciplinary team.
  + Call the Trinity Health LIFE New Jersey provider for direction in an urgent situation.
  + Notify Trinity Health LIFE New Jersey within 48 hours or as soon as reasonably possible if you require emergency services.
  + Notify Trinity Health LIFE New Jersey either verbally or in writing if you wish to initiate the disenrollment process.
  + Pay required monthly fees as appropriate.
  + Treat our staff with respect and consideration.
  + Do not ask staff to perform tasks that they are prohibited from doing by Trinity Health LIFE New Jersey or agency regulations.
  + Voice any dissatisfaction you may have with your care.
  + Notify Trinity Health LIFE New Jersey if you are unable to come to the Center on your appointed days, with as much advance notice as possible.
  + Notify Trinity Health LIFE New Jersey if you move, or if you will have a lengthy absence from the service area.

**XIII. GRIEVANCES AND APPEALS**

All of us at Trinity Health LIFE New Jersey 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. Trinity Health LIFE New Jersey will continue to provide you with all of 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 in 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 Trinity Health LIFE New Jersey, 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 PACE program staff of the center you attend, or with any Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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:

Trinity Health LIFE New Jersey

Attention: Quality Department

2475 McClellan Avenue

Pennsauken, New Jersey 08109

You may also contact us at 856-675-3355 to receive assistance in submitting a grievance. For the hearing impaired (TTY/TDD), please call TTY 711 first and then 856-675-3355 . Our PACE 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 Trinity Health LIFE New Jersey 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. Trinity Health LIFE New Jersey staff will take action to resolve your grievance as quickly as your case requires, but no later than fifteen (15) business days after receipt of your grievance. If this timeframe needs to be extended in order to complete our investigation and provide a resolution, we will still take action to resolve your grievance as quickly as your case requires, but no longer than thirty (30) calendar days after receipt of your grievance.
3. Trinity Health LIFE New Jersey 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, Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey as an additional option available to you.
5. If you are not satisfied with the resolution, you may contact the Trinity Health LIFE New Jersey 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.

## APPEAL PROCESS

When Trinity Health LIFE New Jersey 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 of these 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 New Jersey Department of Human Services (NJ DHS) the need for more information and how the delay benefits you.

Note: If you have Medicaid and the reason for your appeal is that Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 PACE center’s 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 Trinity Health LIFE New Jersey Quality Department or their designee who will assist you in obtaining the missing information.

###### If you wish to file an appeal by telephone, you may contact Trinity Health LIFE New Jersey at 856-675-3355 For the hearing impaired (TTY/TDD), please call TTY 711 first and then dial 856-675-3355 or (800) 852-7897 for English or (866) 658-7714 for Spanish

1. The center receptionist will forward any incoming appeals received by telephone to the Quality Department or, in their absence, to the 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 Trinity Health LIFE New Jersey Quality Department the next business day.

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

Trinity Health LIFE New Jersey

Attention: Quality Department

2475 McClellan Avenue

Pennsauken, New Jersey 08109

You may also fax your written appeal to (856) 675-3659.

1. The reconsideration of Trinity Health LIFE New Jersey’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 Trinity Health LIFE New Jersey completes the review of your appeal, you and your representative will be notified in writing of the decision on your appeal. Trinity Health LIFE New Jersey 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 NJ DHS.

**NOTE**: Private pay participants have access to the Trinity Health LIFE New Jersey appeals process only.

## EXTERNAL APPEALS

If Trinity Health LIFE New Jersey’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. Trinity Health LIFE New Jersey will offer assistance to you in choosing which 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, Trinity Health LIFE New Jersey will continue, provide, or pay for the appealed service as quickly as your health condition requires.

If the ruling is not in your favor, Trinity Health LIFE New Jersey 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 the Medicaid appeals process. If you or your authorized representative file an appeal, you may continue to receive the disputed services during the appeal process. However, if this action is upheld by the Office of Legal and Regulatory Affairs, you may be required to reimburse Trinity Health LIFE New Jersey for the cost of services paid on your behalf during the appeal period.

Medicaid appeals may be filed by mail or fax to:

Office of Legal and Regulatory Affairs

Division of Medical Assistance and Health Services Fair Hearing Unit, PO Box 712

Trenton, NJ 08625

Fax: (609) 588-2435

## 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. Trinity Health LIFE New Jersey will help you with filing an external appeal with Medicare.

1. **Service Exclusions and Limitations**

Except for emergency services, all care requires authorization in advance by the IDT. The staff at Trinity Health LIFE New Jersey promises to give you the very best care possible. There are some things staff cannot do for you. Below is a list of services PACE will not pay for:

* 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.
* Any services given outside of the United States, except in certain emergency situations as permitted by federal regulation.

###### 

# GENERAL PROVISIONS

**Access to Medical Records.** Access to your own medical record is permitted in accordance with federal law. This information will be stored in a secure manner that will protect your privacy and will be kept for the time period required by law.

**Authorization to Take and Use Photographs.** By accepting coverage under this Enrollment Agreement, you authorize Trinity Health LIFE New Jersey to obtain and use photographs of you for the purposes of identification and medical care. Images will only be released or used outside Trinity Health LIFE New Jersey upon your written authorization.

**Changes to Plan.** Changes to this health plan may be made without your consent if they are approved by both the Centers for Medicare and Medicaid Services and the New Jersey Department of Health and Senior Services. We will give you at least thirty (30) days written notice of any change.

**Continuation of Services on Termination.** If this contract terminates, you will be advised of the availability of alternative services available to you. You will be transitioned into other Medicaid or Medicare programs for which you are eligible. We will assist you with this transition to help you find appropriate care and help you understand your options. Notification of Continuation of Services on Termination will take place 30 - 45 days in advance.

**Cooperation in Assessment.** In order for Trinity Health LIFE New Jersey to determine the best care 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 medical and financial information to us.

**Governing Law.** Trinity Health LIFE New Jersey is subject to the requirements of federal and state regulations that govern PACE. Trinity Health LIFE New Jersey is bound by these requirements whether or not they are specified in this Enrollment Agreement.

**No Assignments.** You cannot assign any benefits or payments due under this plan to any person, corporation or organization. Any assignments 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.)

**Non-discrimination.** Trinity Health LIFE New Jersey will not unlawfully discriminate against participants in the rendering of service based on race, age, religion, color, ethnicity, national origin, ancestry, sex, marital status, sexual orientation, disability or source of payment. Nor will Trinity Health LIFE New Jersey discriminate against participants in the provision of services based on having or not having an Advance Directive.

**Notice.** Any notice, which we give you under this plan, 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. Any notices should be provided to our office at:

###### Trinity Health LIFE New Jersey 2475 McClellan Avenue

###### Pennsauken, New Jersey 08109

###### Telephone number is (856) 675-3355

###### For hearing impaired dial TTY 711 first and then dial 856-675-3355 or (800) 852-7897 for English or (866) 658-7714 for Spanish.

**Notice of Certain Events.** If you will be materially or adversely affected, we will give you reasonable notice of any termination, breach of contract, or inability to perform, by hospitals, physicians, or any other person with whom we have a contract to provide services. We will arrange for service with another provider for any interrupted benefit.

**Organ and Tissue Donation.** Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your Trinity Health LIFE New Jersey physician. Organ donation begins at the hospital when a participant is pronounced brain dead and identified as a potential organ donor. An organ procurement organization will become involved to coordinate the activities.

**Our Relationship to Trinity Health LIFE New Jersey Contracted Providers.** Trinity Health LIFE New Jersey is able to provide full scope of services through contracts with community providers. Trinity Health LIFE New Jersey contracted providers are at all times acting and performing as independent contractors and assume all responsibility for malpractice and neglect caused by the contracted providers or their staff. Trinity Health LIFE New Jersey contracted providers are required to abide by the rules and regulations of the Trinity Health LIFE New Jersey program. We reserve the right to adopt reasonable policies and procedures in order to provide the services and benefits under this plan.

**Recovery from Third-Party Liability.** If you are injured or suffer an ailment or disease because of someone else’s actions and you receive a settlement, you must report it to Trinity Health LIFE New Jersey and we will provide treatment. Any money that you are awarded that covers the cost of the care provided may be claimed by the New Jersey Department of Health and Senior Services, Medicare, and/or Trinity Health LIFE New Jersey.

**Tuberculosis Testing.** A QuantiFERON-TB test or chest x-ray is required prior to enrollment. Enrollment will not be denied if there is a positive tuberculosis test. Trinity Health LIFE New Jersey will offer medical treatment for positive testing applicants upon enrollment.

**Who Receives Payment Under this Plan?** Payment for services provided and authorized by the Interdisciplinary Team under this health plan will be made by Trinity Health LIFE New Jersey directly to the provider.You cannot be required to pay anything that is owed by Trinity Health LIFE New Jersey to the selected providers. Payment for unauthorized or out-of-network services, except in the case of an emergency, may be your responsibility.

# DEFINITIONS

**“Advance Directives”** refers to those instructions you have identified for any health care arrangements you would prefer in the case you become incapacitated.

**“Benefits and Coverage”** means the health and health-related services we provide you through this plan. These services take the place of the benefits you would otherwise receive through Medicaid and Medicare. This is made possible through a special arrangement between Trinity Health LIFE New Jersey, and Medicaid (New Jersey Department of Health and Senior Services) and Medicare (the Centers for Medicare and Medicaid Services (CMS)). This Contract gives you the same benefits you would receive under Medicaid and Medicare plus many additional benefits. To receive any benefits under this plan, you must meet the conditions described in this Enrollment Agreement.

**“Eligible for Nursing Home Care”** means that your health status, as evaluated by the Trinity Health LIFE New Jersey team, meets the State of New Jersey’s criteria for placement in a nursing facility and/or skilled nursing facility care. Although you must be eligible for nursing home care to be accepted as a participant in Trinity Health LIFE New Jersey, you may receive those services in your home instead of in a Nursing Facility. Trinity Health LIFE New Jersey’s goal is to maintain your independence in the community as long as possible.

**“Emergency”** means a life-threatening condition which, if not diagnosed and treated immediately, could result in serious and permanent damage to your health.

**“Exclusion”** means any service or benefit that is not permitted under federal regulations.

**“Enrollment Agreement**” means this document, which tells you about Trinity Health LIFE New Jersey, who is eligible to be a participant, how to enroll and how to cancel enrollment, what kind of care you will receive, what your rights are, and all other requirements of Trinity Health LIFE New Jersey. You must sign the Enrollment Agreement before you can be a Trinity Health LIFE New Jersey participant. After you sign this agreement, you will get Trinity Health LIFE New Jersey services until you voluntarily or involuntarily end your enrollment and participation.

**“Health-Related Services”** mean those services which support the provision of health services and help you maintain your independence. Such services include personal care, homemaker/chore attendant, recreational therapy, escort, translation, transportation, home- delivered meals, financial management, and assistance with housing problems.

**“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 at Trinity Health LIFE New Jersey’s adult care center/clinic, in your home, or in professional offices of specialists, or nursing homes under contract with Trinity Health LIFE New Jersey.

**“Home Health Care”** refers to two categories of services - supportive and skilled services. Based on individual treatment plans, supportive services are provided to participants in their homes and may include household and related chores such as laundering, meal assistance, cleaning and shopping, as well as assistance with bathing and dressing as needed. Skilled services may be provided by the health plan’s social workers, nurses, occupational and physical therapists and on-call medical staff.

**“Hospital Services”** mean those services which are generally and customarily provided by acute general hospitals.

**“Interdisciplinary Team”** means Trinity Health LIFE New Jersey’s professional team consisting of a primary care provider, Masters-level social worker, registered nurse, Home Care Coordinator, Center Manager, Transportation Coordinator, physical, recreational, and occupational therapists, dietitian, and personal care attendants. Other specialties may be included as well if needed. They will assess your medical, functional and psychosocial status, and develop an individual plan of care which identifies the services needed. Many of the services are provided and monitored by this team. The team must authorize all covered services you receive. Your needs will be reassessed by the team at least semi-annually, and changes in your treatment plan may occur.

**“Lock-in Provision”** means that all your medical care and services must be authorized by Trinity Health LIFE New Jersey “and provided by Trinity Health LIFE New Jersey contracted providers. You may be fully and personally liable for the cost of unauthorized or out-of-network services.

**“Monthly Fee”** means the amount you must pay each month in advance to Trinity Health LIFE New Jersey to receive the benefits under this plan.

**“Nursing Home”** means a health facility, licensed by the New Jersey Department of Public Health and Environment.

**“Out of Area”** means any area beyond Trinity Health LIFE New Jersey’s service area.

**“PACE”** is the governmental acronym for the Program of All-inclusive Care for the Elderly

**“Participant”** means a person who meets Trinity Health LIFE New Jersey eligibility criteria and voluntarily signs an Enrollment Agreement for Trinity Health LIFE New Jersey to receive benefits under its plan. The words “you,” “your,” or “yours” refer to a participant.

**“Primary Care Provider” (PCP)** means a Trinity Health LIFE New Jersey doctor, nurse practitioner, or physician assistant who advises and treats a range of health-related issues. Your primary care provider will have a long-term care relationship with you and your caregiver, making you more alert to changes in your health. They coordinate with other specialists, make referrals, and stay on top of chronic diseases. Wellness visits and other health screenings performed by a primary care provider can help with early detection of new conditions. They can provide care such as immunizations, bloodwork, or treating illness or infections. They are trained to monitor and treat a wide range of common health issues, such as diabetes and high blood pressure.

**“Service Area”** is comprised of the following zip codes:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TRINITY HEALTH LIFE NEW JERSEY SERVICE AREA** | | | | |
| **Camden County Zip Codes** | | | | |
| **08002** | **08026** | **08043** | **08084** | **08104** |
| **08003** | **08029** | **08045** | **08091** | **08105** |
| **08004** | **08030** | **08049** | **08095** | **08106** |
| **08007** | **08031** | **08059** | **08099** | **08107** |
| **08009** | **08033** | **08078** | **08101** | **08108** |
| **08012** | **08034** | **08081** | **08102** | **08109** |
| **08021** | **08035** | **08083** | **08103** | **08110** |
| **Burlington County Zip Codes** | | | | |
| **08010** | **08048** | **08054** | **08065** | **08076** |
| **08036** | **08052** | **08055** | **08073** | **08077** |
| **08046** | **08053** | **08057** | **08075** |  |

**“Service Location”** means any location at which a participant obtains any health or health- related service under the terms of this Enrollment Agreement.

**“Trinity Health LIFE New Jersey”** A comprehensive health care Program of All-inclusive Care for the Elderly and member of Trinity Health.

**“Trinity Health LIFE New Jersey Contracted Provider”** means a health facility, health care professional, or agency that has contracted with Trinity Health LIFE New Jersey to provide health and health-related services to Trinity Health LIFE New Jersey participants.

**“Trinity Health LIFE New Jersey Physician”** means a physician who is employed or contracted by Trinity Health LIFE New Jersey to provide medical services.