



Trinity Health
Of New England

Mercy LIFE

ENROLLMENT AGREEMENT

H0809 Enrollment Agreement

01/01/2025

THIS AGREEMENT BELONGS TO:

MERCY LIFE TELEPHONE NUMBER:

413-748-PACE (7223)

MERCY LIFE ADDRESS:

200 Hillside Circle, Suite 1, West Springfield, MA 01089

24-HOUR EMERGENCY SERVICES

ON-CALL PROVIDER

413-748-7223 (PACE)

HEARING IMPAIRED, CALL THE MASSACHUSETTS RELAY OPERATOR:

1-800-439-2370

IN AN EMERGENCY DIAL: 911

MERCY LIFE ENROLLMENT AGREEMENT

TABLE OF CONTENTS

I. Introduction to Mercy LIFE4

II. Special Features of Mercy LIFE Health Plan.....4

III. Service and Coverage5

IV. Service Exclusions and Limitations 10

V. After Hours Care 11

VI. Emergency and Urgently Needed Care Services 11

VII. Eligibility 13

VIII. Enrollment..... 13

IX. Monthly Fees..... 16

X. Termination of Benefits 17

XI. Renewal Provision..... 18

XII. Participant’s Bill of Rights and Responsibilities 18

XIII. Grievances and Appeals Process..... 23

XIV. General Provisions..... 29

XV. Definitions 30

I. INTRODUCTION TO MERCY LIFE

Mercy LIFE 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. Mercy LIFE is a PACE Organization which is a national model of healthcare services called 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 Hampden and Hampshire Counties and are eligible for nursing home placement. (See Section VIII. ELIGIBILITY for more information about our service area.)

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

Mercy LIFE has an agreement with the Centers for Medicare and Medicaid Services (CMS) and the Massachusetts Executive Office of Health and Human Services that is subject to renewal on a periodic basis and if, the agreement is not renewed, the program will be terminated.

II. SPECIAL FEATURES OF MERCY LIFE HEALTH PLAN

A. You Receive the Services You Need to Remain at Home

Mercy LIFE 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. Mercy LIFE 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.

B. A Single Source for All Services

As a Mercy LIFE 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.

C. Your Primary Care Provider

Once you enroll in Mercy LIFE, you will have a personal Primary Care Provider. As a member of your team, your Provider will always know exactly what services you are receiving and what care is planned for you.

D. Mercy LIFE Contract Agreement

The services offered by Mercy LIFE are available to you because of a contract between Mercy LIFE, the Massachusetts Executive Office of Health and Human Services (MassHealth), and the Centers for Medicare and Medicaid Services (CMS).

E. Exclusive Benefits and Service Provision

Once you have enrolled in Mercy LIFE, you agree to receive services exclusively from

Mercy 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 Mercy LIFE IDT. Emergency services are always covered out of network, and urgent care and post-stabilization care are covered out of network when approved. Please note that you will have personal liability for services that are out of network and not approved.

III. SERVICE AND COVERAGE

There are many kinds of services provided by Mercy LIFE. Your Mercy LIFE 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 IDT

If you or your representative disagrees with the IDT decision not to approve an item or service you have requested, you have the right to appeal their decision. Refer to Section XIII for a description of the Appeal Process.

A. Services Provided by the Mercy LIFE in the Center and the Community

1. Mercy LIFE (Monday through Friday)

- Breakfast, lunch and snacks
- Therapeutic 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

2. Primary Medical Care which includes clinic visits on site, as well as any facility where you may be staying or living

Primary care provider (physician, physician assistant, or nurse practitioner)

- Provider on call 24 hours, every day
- Routine care
- Physical examinations
- Immunizations
- Preventive health care
- Specialists consultations/care
- Women's Health Services

3. Nursing Care

- Skilled registered nurse (RN) Services
- Health Oversight

4. Social Work Services

- Social Services/Case Management
- Individual and Group Therapy Counseling

5. Physical, Occupational and Speech therapies

6. Podiatry, including routine foot care

7. Ambulance Services

8. 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.

9. Urgent needed care outside service area

Urgent care means the care provided to you when you are outside 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.

10. Post Stabilization Care

Post Stabilization care means services provided subsequent to an emergency that a treating provider views as medically necessary after an emergency medical condition has been stabilized. They are not emergency services, which Mercy LIFE are obligated to pay. They are non-emergency services that are provided outside the service area.

11. Nutritional and Dietary Services

Including counseling for you and your family on how to choose and cook foods that is healthy for you.

12. Prescribed medications

(You get these through the Primary Care Clinic as prescribed by your Mercy LIFE Provider). Additionally, you will be provided all over-the-counter (OTC) medications as ordered by the provider.

13. Vision Care

- Examinations
- Treatments
- Eyeglasses from approved providers
- Corrective lenses after cataract surgery

14. Psychiatry/Psychotherapeutic Service

- Evaluation
- Consultation
- Diagnosis
- Treatment

15. Audiology Evaluation

- Hearing aids (including repairs and maintenance)

16. Artificial limbs

17. Durable Medical Equipment

18. 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, IDT 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, or as appropriate based on your health needs.

Additional dental services, depending on assessment of the IDT, 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

B. Services Provided in your Home

- Homemaking/light housekeeping
- Home delivered meals
- Personal care
- Nursing
- Home Safety Evaluation
- Provider services (if you are unable to get to the Center).

C. Nursing facility Care

- Room and board
- Provider and nursing services
- Medical social services

- Medical supplies
- Prescription drugs
- Physical speech and occupational therapies
- All meals
- Necessary durable medical equipment (DME), such as a wheelchair
- Personal care such toileting

D. Hospitalization

When hospitalization is needed, Mercy LIFE has contracts with the hospitals in our service area. If continued care is needed following discharge, Mercy LIFE arranges for admission to a skilled nursing facility in the local area or home-based rehab program based on your health care needs.

Hospital Inpatient Care

- Room and board
- General medical and nursing services
- Psychiatric services
- Meals
- 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)
- DME
- Rehabilitation services such as physical, occupational and speech therapy and Recreational therapy
- Blood, blood plasma, blood factors and blood derivatives
- Medical social services and discharge planning

E. Hospital Outpatient

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

F. Services for End Stage Renal Disease

G. 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.

H. Home Health

- Skilled nursing services
- Medical social services
- Home health aide services
- Physical or Occupational Therapy

I. Other services determined necessary by the IDT to improve and maintain your overall health status.

IV. SERVICE EXCLUSIONS AND LIMITATIONS

Except for emergency services, all care requires authorization in advance by the IDT. There are certain services that Mercy LIFE cannot provide. Those are:

- A.** Experimental medical, surgical, or other health procedures.
- B.** Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
- C.** Any services rendered outside of the United States except as may be permitted under Medicare or MassHealth.
 - 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 OF THE UNITED STATES." means anywhere other than these places.
 -

V. AFTER HOURS CARE

There may be times when you need to speak to a Provider and receive advice or treatment for an injury or onset of a serious illness which simply can't wait until regular clinic hours. Please follow the instructions outlined below for After Hours Care.

When you need care after hours, there will always be a nurse or Provider available to answer your call, 24 hours a day, 7 days a week, 365 day a year. The nurse or Provider answering your call may not be the same one you see at Mercy LIFE, but he/she has been chosen by your Provider 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 or she will call the ambulance for you.

For after-hours care, call Mercy LIFE at (413) 748-7223 and the answering service will contact the physician for you. The telephone number is listed on your membership card. For the hearing impaired, call the Massachusetts Relay Operator 1(800) 439-2370.

To leave a message for any of the professionals on your team or any Mercy LIFE staff member, call (413) 748-7223 and give the answering service your message. For the hearing impaired, call the Massachusetts Relay Operator 1(800) 439-2370.

You are not required to use the Mercy LIFE 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.

VI. EMERGENCY AND URGENTLY NEEDED CARE SERVICES

Emergency Services

Mercy LIFE 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 Mercy LIFE. 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 “911” which is the emergency response system.**

After you have used the “911” emergency response system, you or your family must notify Mercy LIFE as soon as reasonably possible. The Mercy LIFE Provider, who is familiar with your medical history, will work with the emergency service providers in following up on your care. Mercy LIFE 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 area, you must notify Mercy LIFE 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 Mercy LIFE contracted hospital or another hospital designated by us. We may also transfer your care to a Mercy LIFE physician.

Preparing to Go Out of Town

Before you leave the Mercy LIFE area to go out of town, you must be sure to notify your IDT. They will explain what to do if you become ill while away from your Mercy LIFE physician.

Your membership card identifies you as a Mercy LIFE participant and provides information to care providers (emergency rooms and hospitals) about your health care coverage and how to reach us, if necessary.

Always keep your Mercy LIFE membership card with you, both in and out of the service area.

Emergency services that are furnished by a qualified emergency service Provider, in the event that services are needed immediately because of an injury or sudden illness, do not need any prior authorization.

Services received outside the United States are not covered by Mercy LIFE except as described in Section IV Service Exclusion and Limitations.

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. Mercy LIFE 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 Mercy LIFE transfers you, or you are discharged.

Urgently Needed Care Services

Urgently needed care means care provided to you when you are outside of the Mercy LIFE

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 Mercy LIFE will arrange for these urgently needed care services.

Urgently needed care and post stabilization care are covered services provided to you when approved by Mercy LIFE.

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

Reimbursement Provisions

If you have paid for an emergency service you received when it was impossible to obtain care through Mercy LIFE contracted facility, Payment will be made and sent by Mercy LIFE, Finance Department within 15 - 45 days. Remember your Mercy LIFE 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, Mercy LIFE will not be responsible for the charges except as may be permitted under federal law and MassHealth. (Refer to section IV Service Exclusions and Limitations).

If your request for reimbursement is denied by Mercy LIFE, you have the right to appeal this decision. Refer to Section XIII for a description of the appeals process.

VII. ELIGIBILITY

You are eligible to enroll in the Mercy LIFE plan if you:

- A.** Are 55 years of age or older.
- B.** Reside in the Mercy LIFE service area (Hampden or Hampshire County).
- C.** Meet MassHealth standard for nursing facility level of care.
- D.** Are able to live safely in the community setting at the time of enrollment with Mercy LIFE services.

In addition to meeting these criteria, you must also sign an Enrollment Agreement and agree to abide by the conditions of Mercy LIFE Enrollment Agreement

VIII. ENROLLMENT

Enrolling in Mercy LIFE is a four-step process:

(1) Intake **(2)** Determination of Clinical Eligibility, **(3)** Assessment, and **(4)** Enrollment. Enrollment into Mercy LIFE will result in disenrollment from any other MassHealth or

Medicare plan or benefit.

1. Intake

“Intake” begins when you or someone on your behalf calls or comes to Mercy LIFE. If it appears from this first conversation that you are potentially eligible, a Mercy LIFE marketing representative or Enrollment Specialist will schedule a visit to your home to explain our program and conduct a preliminary screening. We will also ask that you sign a release of information allowing us to obtain your past medical and financial information, as well as your eligibility for Medicare and MassHealth. 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.

If you enroll, you must agree to receive your entire covered medical and health care from Mercy LIFE (this is called a “lock-in” provision). Unless it is an emergency or urgent care, you should not receive services from any other doctors or medical Providers unless those services are approved and arranged by your Mercy LIFE IDT. (See Section VI, Emergency Services).

Your monthly cost, if any, will be verified by the Enrollment Specialist, and a payment plan will be identified. (See Section IX, Monthly Fee).

2. Determination of Clinical Eligibility

Mercy LIFE is committed to serving the elderly who need long-term care; therefore, our clinical staff must determine that your health status, in fact, qualifies you to join Mercy LIFE. If you are interested in joining the Mercy LIFE plan, our Enrollment Specialist or Community Liaison will schedule assessment appointments with members of the IDT. In order to determine if you meet the Nursing Facility Level of Care criteria, one of Mercy LIFE’s Registered Nurses who has been trained to administer the necessary screening will come to your home to complete a pre-admission screen to determine if you meet the level of care. Once complete, your assessment will be forwarded by the enrollment nurse coordinator to MassHealth for approval. Once a determination is made, Mercy LIFE will notify you of the determination. If MassHealth agrees that you meet the nursing home level of care requirements, we will ask that you come into the center for an evaluation by members of the IDT.

In the event that MassHealth determines that you are not qualified for the nursing facility level of care, you will not be eligible to enroll in Mercy LIFE PACE.

3. Assessment

Members of the IDT will assess your care needs in your home and/or when you visit the Center. 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 be safely met in the community with the services of Mercy LIFE. After this meeting, the enrollment specialist and/or Sales and Marketing Manager will contact you and/or your family or caregiver, to set up a family conference and inform you of the IDT recommendations.

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

4. Enrollment

If you meet all eligibility requirements and you found your visits to the Center to be satisfactory, you and your family or caregiver 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 Mercy LIFE. 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 Mercy LIFE intends to meet your care needs.
- Your monthly fee, if any (See Section IX, Monthly Fee).
- Your agreement to receive all health care services authorized and provided exclusively by Mercy LIFE.
- What to do if you are unhappy with the care you receive at Mercy LIFE (See Section XIII, Grievances and Appeals);

If you decide to join Mercy LIFE, we will ask you to sign the Enrollment Agreement. Your enrollment will be effective on the first day of the month following the date Mercy LIFE receives your signed Enrollment Agreement. Upon signing, you will receive the following information and documents:

- A copy of the signed Enrollment Agreement;
- A Mercy LIFE membership card with emergency telephone numbers to carry with you;
- Emergency information to post in your home that identifies you as a Mercy LIFE participant and that includes Mercy LIFE's emergency telephone number and an explanation of how to access emergency services; and
- A list of Mercy LIFE staff and Contracted Providers.

Mercy LIFE is a voluntary health plan. You have the option of disenrolling from Mercy LIFE at any time you choose. If you wish to disenroll, you can contact your Social Worker.

In the event that the IDT determines that you cannot live safely in the community at the time of enrollment, Mercy LIFE may petition to deny your enrollment. If you do not meet the requirements for needed nursing facility level of care, you will not be eligible to enroll. You have the right to appeal a denial of enrollment if Mercy LIFE has determined that you are unsafe in the community, or a determination that you are ineligible to enroll because you do not meet the level of care requirements. The appeal is made to:

Board of Hearings, Office of Medicaid
100 Hancock Street, 6th Floor

Quincy, MA 02171

By Fax: (617) 887-8797

If you have questions about your hearing, call (617) 847-1200 or (800) 655-0338.

IX. MONTHLY FEES

Your payment responsibility will depend upon YOUR eligibility for Medicare, MassHealth or Medicare and MassHealth.

IF you are eligible for:

- **BOTH MASSHEALTH AND MEDICARE or MASSHEALTH ONLY** You are not responsible for any monthly premiums but may be responsible for any applicable spend down liability and any amounts due under the post-eligibility treatment of income process.
- **MEDICARE ONLY** If you have Medicare and are not eligible for MassHealth then you will pay a monthly fee to Mercy LIFE. Your monthly premium of \$_____ starts on _____(date). Because this fee does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly fee for Medicare prescription drug coverage in the amount of \$_____. You may pay both fees together or you may contact your Social Worker for additional payment options.

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

- **PRIVATE PAY ONLY** (Neither Medicare or MassHealth) if you are not eligible for Medicare or MassHealth, you will pay a monthly fee to Mercy LIFE. Your monthly fee 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 Mercy 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 Mercy LIFE Social Worker for more information about whether this applies to you.

If you are required to pay a monthly fee to Mercy LIFE, 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.

Payment can be made by check, money order or cash to:

Mercy LIFE

200 Hillside Circle, Suite I

X. TERMINATION OF BENEFITS

Your benefits under Mercy LIFE can be discontinued if you choose to disenroll from the health plan (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily).

Mercy LIFE 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 MassHealth programs following disenrollment from PACE.

Voluntary Disenrollment If you wish to disenroll, you should contact the Mercy LIFE Social Worker. You can disenroll from the program at any time and for any reason. Mercy LIFE requests that you sign a Disenrollment Form prior to the date of your disenrollment. This form will indicate that your disenrollment will be effective on the first of the month following the date you let Mercy LIFE know you want to disenroll, and that you will no longer be entitled to services through Mercy LIFE once your disenrollment is effective.

Involuntary Disenrollment Mercy LIFE 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, Mercy LIFE 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 Mercy LIFE sends notice of the disenrollment. All involuntary disenrollments must be approved by MassHealth.

Reasons Mercy LIFE may initiate disenrollment:

1. You move out of the Mercy LIFE service area or are out of the Mercy LIFE 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 Mercy LIFE, any applicable MassHealth spend down liability, or any amount due under the post-eligibility treatment of income process, after the 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 Mercy LIFE Enrollment Agreement.
5. Mercy LIFE loses the contracts and/or licenses enabling it to offer health care services.
6. The PACE program agreement between Mercy LIFE, CMS, and MassHealth is not renewed or is terminated.
7. You no longer meet the Nursing Facility Level of Care and are not deemed eligible.

If you receive notice 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. However, you must make this payment before the effective date of your disenrollment. Once your disenrollment is effective, you will have to begin the enrollment process again and meet all eligibility requirements.

Once again, please note that involuntary disenrollment requires approval from MassHealth. The effective date of termination of benefits for involuntary disenrollment is the first day of the next month that begins 30 days after the day Mercy LIFE sends you notice of disenrollment. You must continue to use Mercy LIFE's services until termination becomes effective. Mercy LIFE staff will assist you in coordinating your reinstatement into other Medicare and/or MassHealth programs for which you are eligible.

PLEASE NOTE: Medicare beneficiaries may not enroll or disenroll through Social Security Administration.

XI. RENEWAL PROVISION

If you leave Mercy LIFE Health Plan for any reason, you must reapply and meet the eligibility requirements to re-enroll.

XII. YOUR RIGHTS IN THE PROGRAMS OF ALL-INCLUSIVE CARE FOR THE ELDERLY

PARTICIPANT BILL OF RIGHTS FOR MERCY LIFE

When you join a PACE program, you have certain rights and protections. Mercy 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 Mercy 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 MassHealth 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 Mercy 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 MassHealth 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 MassHealth 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 MassHealth)

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 Mercy 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 Mercy 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 Mercy 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 Mercy 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 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 Mercy LIFE's palliative care, comfort care, and end-of-life care services. Before Mercy 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 the My Ombudsman at MassHealth via phone at (855)-781-9898, Monday through Friday between the hours of 9:00am and 4:00pm, or email at info@myombudsman.org.

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

- You have the right to request services from Mercy 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 Mercy 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 or **My Ombudsman at MassHealth via phone at (855)-781-9898, Monday through Friday between the hours of 9:00am and 4:00pm, or email at info@myombudsman.org.**

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 Mercy LIFE Provider for direction in an urgent situation.
- Notify Mercy LIFE as soon as reasonably possible if you require emergency services.
- Notify Mercy LIFE either verbally or in writing when 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 Mercy LIFE or agency regulations.
- Voice any dissatisfaction you may have with your care
- Notify Mercy LIFE if you are unable to come to the Center on your appointed days, with as much advance notice as possible.
- Notify Mercy LIFE if you move, or if you will have a lengthy absence from the service area.

XIII. GRIEVANCES AND APPEALS

All of us at Mercy 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. Mercy LIFE 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 Mercy 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 PACE program staff of the center you attend, or with any Mercy 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 Mercy LIFE staff person know the details of your complaint. The staff will make sure that your grievance is thoroughly documented. You will need to provide complete information about your grievance so the appropriate staff 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:

Mercy LIFE

Attention: Quality Department

200 Hillside Circle, Suite 1

West Springfield, MA 01089

You may also contact us at 413-748-7223 to receive assistance in submitting a grievance. For the hearing impaired (TTY/TDD), please call 1-800-439-2370. Our PACE staff will assist you with your grievance submission.

2. The staff member who receives your grievance will coordinate the investigation to determine the cause of the issue and will take appropriate action to provide a resolution. All information related to your grievance will be kept strictly confidential, including from other Mercy 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.

3. Mercy LIFE 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.
4. Mercy 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.
5. 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, Mercy 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 Mercy LIFE as an additional option available to you.
6. If you are not satisfied with the resolution, you may contact the Mercy 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, your local Massachusetts Area Agency on Aging, or My Ombudsman at MassHealth via phone at (855)-781-9898, Monday through Friday between the hours of 9:00am and 4:00pm, or email at info@myombudsman.org.

APPEALS PROCESS

When Mercy 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.

There Are Two Kinds of Appeals You Can File

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 MassHealth the need for more information and how the delay benefits you.

Note: If you have MassHealth and the reason for your appeal is that Mercy 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.

How Do I File An Appeal?

If Mercy 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.

You can file your appeal either verbally, in person or by telephone, or in writing, with your PACE center's staff or any contracted provider that is involved in your direct care. The staff or contracted provider 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 can help to resolve your appeal in a timely and efficient manner. If more information is needed, you will be contacted by the Mercy LIFE 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 Mercy LIFE at (413) 748-7223 For the hearing impaired (TTY/TDD), please call 1 (800) 439-2370.

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 Mercy LIFE Quality Department the next business day.

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

Mercy LIFE

Attention: Mercy LIFE Quality Improvement Director

200 Hillside Circle, Suite 1

West Springfield, MA 01089

You may also fax your written appeal to (413) 493-2024.

What Happens Next?

The reconsideration of Mercy 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.

Once Mercy LIFE completes the review of your appeal, you and your representative will be notified in writing of the decision on your appeal. Mercy LIFE will inform you and your representative of other appeal rights you may have if the decision is not in your favor.

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 MassHealth program (**see Additional Appeal Rights, below**). We also are required to notify the federal Centers for Medicare and Medicaid Services and MassHealth.

Additional Appeal Rights Under MassHealth Or Medicare

If we make a decision on your appeal that is not fully in your favor, you have additional appeal rights under MassHealth and Medicare called external appeal rights. The MassHealth program conducts their next level of appeal through the State Fair Hearing process, and the Medicare program contracts with an "independent review organization" to provide external review on appeals.

If you are enrolled in both Medicare and MassHealth, you may choose either process of

appeals, but must choose one or the other, you cannot appeal to both. If you wish, we can help you choose which appeals process to follow, if both are applicable, by explaining the different processes and will forward the appeal to the agency you choose. If you are not sure which program you are enrolled in, ask us.

MassHealth External Appeals Process

If you are enrolled in both MassHealth and Medicare (dually eligible) OR MassHealth only, you can choose to appeal using MassHealth's external appeals process. You must submit an external appeal within (60) calendar days from the date of the decision by a third-party reviewer.

Requests for a MassHealth appeal should be sent to:

Board of Hearings

Office of Medicaid

100 Hancock Street, 6th floor

Quincy, MA 02171

Telephone: (800) 841-2900 or 800-655-0338

Fax: 617-887-8797

For questions related to your hearing, call (617)-847-1200 or (800) 655-0338.

Medicare External Appeals Process

If you are enrolled in both Medicare and MassHealth (dually eligible) OR Medicare only, you can choose to appeal using Medicare's external appeals process. We will send your case file to Medicare's Independent Review Entity (IRE) for you. A written request for reconsideration must be filed with the IRE within (60) calendar days from the date of the decision by the third-party reviewer.

The IRE will contact us with the results of their review. The IRE will either uphold our original decision or rule in your favor. If the IRE's decision is in your favor and you have requested a service that you have not received, we must give you the service as quickly as your health condition requires. If you have requested payment for a service that you have already received, we must pay for the service.

CONTACT INFORMATION

If you need information or help, call us at: (413) 748-7223 or

1-800-MEDICARE (1800-633-4227) TTY/TTD: 1-800-439-2370-2048

If you are appealing a denial of enrollment or an involuntary disenrollment, you may use the Massachusetts Fair Hearing process regardless of whether you do or do not have Medicare or MassHealth.

Fair Hearing Process:

Board of Hearings

Office of Medicaid

100 Hancock Street, 6th floor Quincy, MA 02171

Telephone: 1-617-847-1200 or 1-800-655-0338

Fax: 617-887-8797

XIV. 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 Mercy LIFE to use photographs of you for the purposes of identification and medical care. Images will only be released or used outside Mercy LIFE 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 Executive Office of Health and Human Services (MassHealth). 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 other services available to you. You will be transitioned into other MassHealth 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.

Cooperation in Assessment In order for Mercy LIFE 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 Mercy LIFE is subject to the requirements of the federal and state regulations that govern PACE. Mercy LIFE 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 Mercy LIFE will not unlawfully discriminate against participants in the rendering of service on the basis of race, age, religion, color, ethnicity, national origin, ancestry, sex, marital status, sexual orientation, gender identification, disability or source of payment. Nor will Mercy LIFE discriminate against participants in the provision of services on the basis of 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:

Mercy LIFE

200 Hillside Circle, Suite 1

West Springfield, MA 01089

Telephone number is (413) 748-7223

For hearing impaired the TTY number is (800) 439-2370.

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.

Our Relationship to Mercy LIFE Contracted Providers Mercy LIFE is able to provide full scope of services through contracts with community providers. Mercy LIFE 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. Mercy LIFE contracted Providers are required to abide by the rules and regulations of the Mercy LIFE 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 Mercy LIFE and we will provide treatment. Any money that you are awarded that covers the cost of the care provided may be claimed by the MassHealth Executive Office of Health and Human Services, Medicare, and/or Mercy LIFE.

Tuberculosis Testing One IGRA (preferred) or a 2 step Mantoux tuberculosis skin test or a chest x-ray that specifically states absence of TB is required prior to enrollment. Enrollment will not be denied if there is a positive tuberculosis test. Mercy LIFE will offer medical treatment for positive testing applicants upon enrollment.

Who Receives Payment Under this Plan? Payment for services provided and authorized by the IDT under this health plan will be made by Mercy LIFE directly to the Provider. You cannot be required to pay anything that is owed by Mercy LIFE to the selected Providers. Payment for unauthorized or out-of-network services, except in the case of an emergency, may be your responsibility.

XV. 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 MassHealth and Medicare. This is made possible through a special arrangement between Mercy LIFE, MassHealth (Executive Office of Health and Human Services), and Medicare (the Centers for Medicare and Medicaid Services (CMS)). This contract gives you the same benefits you would receive under MassHealth 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 Mercy LIFE team, meets the State of Massachusetts’ criteria for placement in a nursing facility and/or skilled nursing facility care. Although you must meet the Nursing facility level of care to be accepted as a participant in Mercy LIFE, you may receive those services in your home instead of in a Nursing Facility. Mercy LIFE’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 Mercy LIFE, 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 Mercy LIFE. You must sign the Enrollment Agreement before you can be a Mercy LIFE participant. After you sign this agreement, you will get Mercy LIFE 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 Mercy LIFE’s adult care center/clinic, in your home, or in professional offices of specialists, or nursing homes under contract with Mercy LIFE.

“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” (IDT) means Mercy LIFE’s professional team consisting of a primary

care provider, Masters-level social worker, registered nurse, Home Care Coordinator, Center Manager, Transportation Director, physical, recreational and occupational therapists, dietitian, personal care attendant, and other medical professionals as 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. All covered services you receive must be authorized by the team. Your needs will be reassessed by the team at least twice a year, and changes in your treatment plan may occur.

“Mercy LIFE” A comprehensive Program of All-inclusive Care for the Elderly; a Trinity Health PACE Organization.

“Mercy LIFE Contracted Provider” means a health facility, health care professional, or agency which has contracted with Mercy LIFE to provide health and health-related services to Mercy LIFE participants.

“Lock-in Provision” means that all your medical care and services must be authorized by Mercy LIFE and must be provided by Mercy LIFE and/or Mercy LIFE contracted providers. You may be fully and personally liable for the costs of unauthorized serve or out-of-network services (excluding emergency services).

“Monthly Fee” means the amount you must pay each month in advance to Mercy LIFE to receive the benefits under this plan, if applicable.

“Nursing Home” means a facility that is licensed to provide health care under medical supervision and continuous nursing care for 24 or more consecutive hours to two or more patients who do not require the degree of care and treatment which a hospital provides and who, because of their physical or mental condition, require continuous nursing care and services above the level of room and board.

“Out of Area” means any area beyond Mercy LIFE’s service area.

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

“Participant” means a person who meets Mercy LIFE’s eligibility criteria and voluntarily signs an enrollment agreement for Mercy LIFE to receive benefits under its plan. The words “you,” “your,” or “yours” refer to a participant.

“Primary Care Provider” means a Mercy LIFE 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 Hampden and Hampshire Counties.

“Service Location” means any location at which you obtain any health or health- related

service under the terms of this Enrollment Agreement.

MERCY LIFE ENROLLMENT AGREEMENT

Participant Name:

Date of Birth:

Participant Name Printed:

Month/Date/Year

Effective Date of Enrollment:

Month/Date/Year

Gender: Male | Female

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

Medicare Number:

MassHealth Status:

MassHealth Number:

**THE SERVICES AVAILABLE THROUGH MERCY LIFE
HAVE BEEN EXPLAINED TO ME BY MERCY LIFE
ENROLLMENT AND MARKETING STAFF, ON**

Month/Date/Year

The Enrollment Specialist who explained this program to me is an employee of Mercy LIFE and does not represent any city, state or federal agency.

Specifically, I understand that:

- I have received, read and understand Mercy LIFE 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 Mercy LIFE Program according to the terms and conditions in

the Mercy LIFE Enrollment Agreement.

- I agree to be assessed by a Provider, nursing staff, social worker, physical therapist, occupational therapist, dietitian and recreational activities coordinator, in home service coordinator, and other professionals as deemed appropriate by the IDT.
- I agree to comply with the care plan as explained to me concerning hours, days of attendance.
- Providers employed by Mercy LIFE will manage all my health problems, including hospital and nursing home care.
- I agree to change my Primary Care Doctor and other specialists if they are not in the Mercy LIFE Plan.
- 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 Mercy LIFE, and I understand that Mercy LIFE will be my sole service provider.
- Staff employed by Mercy LIFE will provide personal care and meals in my home if these services are included in my plan of care; services from other agencies will stop after enrollment.
- Enrollment in Mercy LIFE is voluntary, and I can disenroll from Mercy LIFE if I want to at any time and for any reason. A decision to enroll has no effect on my current eligibility for MassHealth or other benefits. Enrollment has no effect on my Social Security payments, SSI checks, or benefits from pensions.
- I understand that enrollment in Mercy LIFE results in disenrollment from any other Medicare or MassHealth prepayment plan or optional benefit.
- I understand that electing enrollment in any other Medicare or MassHealth prepayment plan or optional benefit, including the hospice benefit, after enrolling as a Mercy LIFE participant is considered voluntary disenrollment from Mercy LIFE.
- If I am not eligible for Medicare when I enroll in Mercy LIFE and become eligible after enrollment, I understand that I will be disenrolled from Mercy LIFE if I elect to obtain my Medicare coverage other than from Mercy LIFE.
- I give permission for the exchange of personal information regarding my care between Mercy LIFE, the Centers for Medicare and Medicaid Services (CMS), its agents, and the MassHealth Executive Office of Health and Human Services.
- I understand that I may not enroll or disenroll from Mercy LIFE at a Social Security Office.
- I understand, with the exception of emergency care, if I seek health care from a medical specialist, or provider who does not contract with Mercy LIFE or is not approved by the IDT, Mercy LIFE may not pay the bill. I understand that I may be responsible for this expense.
- I have been informed that my enrollment into Mercy LIFE will be effective on the first day of the calendar month following the date Mercy LIFE 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.

Participant Name

Participant Signature

Date & Time

Participant's Authorized Representative Name

Participant's Authorized Representative Signature

Date & Time

Mercy LIFE Representative Name

Representative Signature

Date & Time