



LIFE

at ST. JOSEPH of the PINES

**4900 Raeford Road
Fayetteville, NC 28304
910-483-4911
TTY 711**

ENROLLMENT AGREEMENT

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

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IMPORTANT CONTACT INFORMATION

LIFE ST. JOSEPH OF THE PINES:

TELEPHONE NUMBER:

(910) 483-4911

ADDRESS:

4900 Raeford Road, Fayetteville, NC 28304

MEDICINE LINE:

(910) 429-7225

MEDICAL SUPPLY LINE:

(910) 429-7236

CLINIC RECEPTIONIST:

(910) 429-7229

LIFE CENTER HOURS:

Monday – Friday 8:00 am – 5:00 pm

FOR 24 HOURS EMERGENCY SERVICES

EMERGENCY:

911

ON-CALL PHYSICIAN:

910-483-4911

FOR THE HEARING IMPAIRED

CALL:

1-877-452-2514 (TTY)

I. ENROLLMENT AGREEMENT

Important Notice. When you enroll in the Program for All-inclusive Care for the Elderly (“PACE”), sponsored by LIFE at St. Joseph of the Pines (“LIFE”), you agree that all your health services will be received from or arranged by LIFE Contracted Providers. You will no longer be able to obtain services from other doctors or medical providers under other Medicare or Medicaid programs. LIFE will provide the same benefits as Medicaid and Medicare, plus many more.

Please examine this Enrollment Agreement carefully. If you sign it and enroll in LIFE, 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 below for explanations of terms used.

I. Definitions

“Adult Day Health” is one of the care components of the LIFE St. Joseph of the Pines service delivery system. It is the core service component through which primary medical care (including medications), preventive services and education, nursing, recreational activities, rehabilitation therapy, social work services, nutritional counseling, and personal care services are provided on-site for the purpose of restoring or maintaining your overall well-being and ability to care for yourself.

“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.

“Eligible for Nursing Home Care” means that your health status meets the state’s requirements for placement in a nursing facility and/or skilled nursing facility.

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

“Enrollment Agreement” means this document, which tells you about 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 LIFE. You must sign the Enrollment Agreement before you can be a LIFE participant. After you sign this agreement, you will get LIFE services until you voluntarily or involuntarily end your enrollment and participation.

“Exclusion” means any service or benefit that LIFE is not permitted to provide according to federal regulation.

“Health Services” are services such as medical care, diagnostic tests, medical equipment, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology. Health services may be provided in a LIFE center or clinic, in your home, or in professional offices of contracted specialists or other providers, hospitals, or nursing homes under contract with LIFE.

“Home Health Care” means Health Services that may be provided in your home by LIFE’s social workers, nurses, occupational and physical therapists.

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

“Interdisciplinary Team” means the LIFE professional team of service providers, including a primary care provider, masters-level social worker, registered nurse, in-home services coordinator, center manager, transportation coordinator/driver, physical, speech, recreational and occupational therapists, dietitian, and personal care health workers. Members of the Interdisciplinary Team will assess your medical, physical, emotional, and social needs and develop a plan of care that identifies the services you need. Many of the services are provided and monitored by this team. All services you receive must be authorized by your primary care provider or other qualified clinical professionals on the Interdisciplinary Team. Your needs will be reassessed by the team at least twice a year, and changes in your treatment plan may occur. You have the right to request a reassessment at any time.

“LIFE at St. Joseph of the Pines” Living Independently for Elders (LIFE) is the sponsor of a comprehensive health care program for the elderly, known as a Program of All-inclusive Care for the Elderly, or “PACE”.

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

“LIFE Physician” means a physician who is employed or contracted by LIFE to provide medical services to participants.

“LIFE Primary Care Provider” (PCP) is a 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.

“Monthly Fee” means the amount you may be required to pay each month in advance to LIFE to receive PACE services.

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

“Service Area” means the geographical location that LIFE St. Joseph of the Pines’ PACE Program serves. This area includes:

Harnett County							
28334	28339						
Moore County							
28315	28326	28373					
Robeson County							
28357	28371	28377	28384				

Hoke County							
28304	28306	28315	28357	28376	28377	28386	
Cumberland County							
All of Cumberland County							

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

“Participant” means a person who meets PACE eligibility criteria and voluntarily chooses to receive PACE services from LIFE. “You,” “your,” or “yours” refer to a participant.

“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.

“Transportation Services” means our vans and drivers that transport you to and from the center and specialty medical appointments.

“Urgently Needed 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.

II. INTRODUCTION TO LIFE

LIFE is a PACE organization, which is a special health program for seniors aged 55 and older. Often, older people have medical problems that last for long periods of time. After you enroll in LIFE, you become a participant in the program and have access to many services. For example, LIFE can arrange for doctor visits, and visits with specialists, should you need it, to maintain or improve your health. Most of the services are provided by LIFE staff and are delivered at the LIFE center. Services not directly provided by LIFE are provided through contracted outside providers, organizations, or agencies that have been approved by the LIFE interdisciplinary team.

Enrolling in the LIFE program results in disenrollment from any other Medicare or Medicaid plan or benefit.

The services provided through LIFE are made possible through an agreement LIFE has with the North Carolina Medicaid agency, the Division of Health Benefits (“DMA”) and the federal Medicare agency, the Centers for Medicare and Medicaid Services (“CMS”). This agreement allows us to offer this program. The agreement is subject to renewal on a periodic basis and if, the agreement is not renewed, the program will be terminated.

III. SPECIAL FEATURES OF LIFE

- A. Comprehensive Services** LIFE is a special health program designed to keep you as active as you can be and to help you remain at home for as long as possible. 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 LIFE participant, you no longer have to deal with many different health care providers. The Interdisciplinary Team (“IDT”) arranges all the services you receive. Most services will be provided at the LIFE center. The Interdisciplinary Team, 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.

Once you enroll in LIFE, your care will be overseen by your LIFE primary care provider, a physician, nurse practitioner, or physician assistant who will become your personal provider. As a member of the Interdisciplinary Team, your primary care provider will always know exactly what services you are receiving and what care is planned for you.

C. Lock In Provision Once you have enrolled in LIFE, you agree to receive services exclusively from LIFE and our Contracted Providers as long as you participate in this program. 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 the Interdisciplinary Team. Services for Emergency Medical Conditions are covered both in and Out of Area with no approval needed, and Urgently Needed Care and Post-Stabilization Care are covered Out of Area with approval from LIFE.

Please note: You may be fully and personally liable for unauthorized or out-of-PACE-network services.

IV. SERVICES PROVIDED

There are many kinds of services provided by LIFE. The 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 personal representative disagrees with the Interdisciplinary Team's decision not to approve an item or service, you have the right to appeal their decision. Refer to Section XIII of this Agreement for a description of the Appeal Process.

A. SERVICES PROVIDED BY LIFE AND BY LIFE CONTRACTED PROVIDERS

The most unique feature of LIFE is the LIFE center, which is an adult day health facility where most of the services needed to maintain your health and independence will be provided. Many other services are provided in the comfortable, inviting center, which is open Monday through Friday. They include Adult Day Health, Transportation, Dietary Services, and Specialized Services.

***Adult Day Health Services Include:**

- Primary medical care which includes clinic visits with LIFE medical providers.

- Personal care such as bathing, hair and nail care, dressing, grooming, and toileting.
- Nursing
- Recreational activities
- Rehabilitation Therapy
- Social work services
- Nutritional counseling

** FOR FURTHER SPECIFICS ON WHAT ADULT DAY HEALTH INCLUDES PLEASE SEE THE “ADULT DAY HEALTH SUMMARY”*

Transportation Services Include:

- Transportation to and from the LIFE center and specialty medical appointments

Dietary Services Include:

- Nourishment Supplements
- Dietary Counseling

Specialized Services Include:

- Vision
- Dental Services
 - Basic preventative treatment
 - Additional dental services, depending on assessment of the Interdisciplinary Team, may include diagnostic tests, restorative dentistry, such as fillings, temporary or permanent crowns, complete or partial dentures and oral surgery.
- Audiology
- Hearing Care including hearing aids (repair and maintenance)
- Psychiatric care
- Home health and personal care
- Durable medical equipment
- Specialty medical care

- Rehabilitative therapies
- Hospital inpatient care
- Care provided in a long-term care facility
- Caregiver respite
- Care for Emergency Medical Conditions anywhere in the United States
- Urgently Needed Care outside the LIFE Service Area
- Post Stabilization Care
- Prescription and over-the-counter medications when prescribed by a LIFE provider
- Prosthetics and orthotics

B. SUPPORTIVE SERVICES

If Supportive Services are part of your plan of care, they may include:

- Companion services
- Personal care
- Nursing services
- Home safety evaluation

C. SKILLED NURSING FACILITY SERVICES

Care in a rehabilitation or Skilled Nursing Facility may be medically necessary, including:

- Room and board
- Physician and nursing services
- Medical social services
- Medical supplies and equipment
- Prescription drugs
- Physical, speech and occupational therapies
- All meals

Personal care such as assistance with toileting, dressing, and bathing. **D.**

HOSPITAL SERVICES

When Hospital Services are needed, LIFE has contracts with the hospitals in the LIFE service area. If continued care is needed following discharge, LIFE arranges for admission to a Skilled Nursing Facility in the local area or for Home Health Services. Hospital Services include, but are not limited to:

- Room and board
- General medical and nursing services
- Behavioral services
- Administration of drugs, chemotherapy and radiation therapy
- Diagnostic or therapeutic items and service
- Laboratory tests, x-rays and other diagnostic procedures
- Kidney dialysis
- Medical equipment and supplies
- Surgical services
- Oxygen and anesthesia
- Rehabilitation services such as physical, occupational and speech therapy
- Blood, blood plasma, blood factors and blood derivatives
- Medical social services and discharge planning.

E. OUTPATIENT SERVICES

If any of the above Hospital Services can be appropriately provided in an outpatient setting, they will be covered under the LIFE program.

G. HOME HEALTH SERVICES

Include:

- Skilled nursing services
- Medical social services
- Home health aide services
- Physical, speech or occupational therapy
- End of life and palliative care

H. EMERGENCY SERVICES

LIFE provides care for Emergency Medical Conditions 24 hours per day, 7 days per week, and 365 days per year. An EMERGENCY is a life-threatening medical condition. If not diagnosed and treated immediately, emergent medical conditions could result in serious and permanent damage to your health.

Examples of emergencies are a lot of bleeding, severe pain, chest pain, serious impairment to bodily functions, or broken bones.

- Services for Emergency Medical Conditions do not require prior authorization by LIFE.
- Covered services include inpatient or outpatient services furnished immediately in or outside of the service area because of an Emergency Medical Condition.

If you believe you have an Emergency Medical Condition, please call the “911” emergency response system immediately.

- Tell them what is wrong.
 - Answer questions carefully.
 - Do exactly what you are told to do.
 - If your problem is an emergency, you will be taken to the nearest emergency room of a hospital.
-
- After you have used the “911” emergency response system, you or your family must notify LIFE as soon as reasonably possible.
 - The LIFE Physician, who is familiar with your medical history, will work with the emergency service providers in coordinating your care and transferring your care to a LIFE Contracted Provider when your medical condition is stabilized.

I. AFTER HOURS CARE

There may be times when you need to speak to a LIFE provider to receive advice or treatment for an injury or onset of a serious illness which simply cannot wait until regular LIFE day center hours. Please follow the instructions outlined below for afterhours care.

- When you need care after hours, there will always be an on-call 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 LIFE, but he/she has been chosen by LIFE 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 LIFE at 910-483-4911 and the answering service will contact the on-call provider for you. The telephone number is listed on your membership card. For the hearing impaired, call the North Carolina Relay Operator 1-877-452-2514.

To leave a message for any of the professionals on your team or any LIFE staff member, call (910) 483-4911 and give the answering service your message.

You are not required to use the LIFE on-call service when you believe that you have a life-threatening condition or have an Emergency Medical Condition. Please use the “911” emergency response system if you believe you have an Emergency Medical Condition and require ambulance services.

J. OTHER SERVICES

Other services, supplies and equipment may be provided if determined necessary by the Interdisciplinary Team to improve and maintain a participant's overall health status.

K. SERVICE EXCLUSIONS AND LIMITATIONS

Except for emergency services, all care requires authorization in advance by the Interdisciplinary Team. The staff at LIFE promises to give you the very best care possible. There are some things staff cannot do for you. Below is a list of services LIFE 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 breast cancer surgery.
- Any services rendered outside of the United States except as may be permitted under Medicare or the North Carolina Medicaid state 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).
- Experimental medical, surgical, or other health procedures.

V. SERVICES OUTSIDE THE LIFE SERVICE AREA

A. RESPONSIBILITY FOR NOTIFICATION WHEN LEAVING THE SERVICE AREA

- Before you leave the LIFE area to go out of town, you must notify your Interdisciplinary Team.
- You must get authorization in advance for services outside of the PACE service area.
- LIFE will explain what to do if you become ill while away from your LIFE Physician.
- LIFE will not be responsible for paying for the services not authorized by the Interdisciplinary Team.

B. EMERGENCIES AND URGENTLY NEEDED CARE OUTSIDE THE SERVICE AREA

LIFE covers care for Emergency Medical Conditions and Urgently Needed 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 LIFE as soon as reasonably possible.

If you are hospitalized, LIFE has the right to arrange a transfer when your medical condition is stabilized to a LIFE contracted hospital, or another hospital designated by us. LIFE may also transfer your care to a LIFE Physician.

Remember to present your LIFE card as your medical insurance identification.

LIFE will pay for all medically necessary health services provided to you which are necessary to maintain your stabilized condition up to the time that LIFE arranges your transfer or are discharged.

Urgent Care and Post-Stabilization Care

Urgent care means care you need when you are out of the LIFE service area and think that your illness or injury is too severe to put off treatment until you return to the service area, but you do not think it is a life-threatening emergency.

Some examples of urgent care are:

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

Post-stabilization care means care that a doctor believes is medically necessary and is provided after an emergency condition has been stabilized.

LIFE covers both urgent care and post-stabilization care when you are out of the service area. Your LIFE provider must pre-approve these services. For authorization of any non-emergency, out-of-the-area services, you must call LIFE at 910-483-4911. If we do not respond to your request for approval within (1) hour of being contacted, or we cannot be contacted for approval, these services will be covered. If you do not call LIFE and get permission for these services before you go to see the doctor, you may have to pay for them yourself.

Reimbursement Provisions:

- If you have paid for emergency or urgent medical services you received when it was impossible to obtain care through a LIFE Contracted Provider, you will be reimbursed if you submit a statement and proof of payment to the Business Office Coordinator:

**LIFE St. Joseph of the Pines
Attention: Business Office Coordinator
4900 Raeford Road
Fayetteville, NC 28304**

- Reimbursement will be sent by LIFE within 15 - 45 days.
- If your request for reimbursement is denied by LIFE, you have the right to appeal this decision.
- Refer to section XIII for a description of the appeals process.
- If you receive any medical care or covered services as described in this Agreement outside of the United States, LIFE will not be responsible for the charges, except as may be covered under Medicare or the North Carolina Medicaid state plan.

If you remain outside the service area for 30 consecutive days or more, you may be involuntarily disenrolled from LIFE, unless LIFE agrees to a longer absence due to extenuating circumstances.

VII. ELIGIBILITY AND ENROLLMENT

A. ELIGIBILITY REQUIREMENTS

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

- Are 55 years of age or older
- Live in the LIFE service area
- Are eligible for nursing home care by state requirements
- Can live safely in the community with LIFE services at the time of enrollment

B. ENROLLMENT

Enrollment into LIFE will require you to disenroll from any Medicare or Medicaid managed care plan. Enrolling in LIFE is a four-step process:

Intake

- Intake begins when you or someone calls on your behalf or comes to LIFE.
- If it appears from this conversation that you are potentially eligible, a LIFE Enrollment Specialist will schedule a visit to your home, explain our program and conduct a preliminary screening.
- We will ask that you sign a release of information allowing us to obtain your past medical records so our Interdisciplinary Team can fully assess your health status, financial information, and eligibility status for Medicare and Medicaid.

Tuberculosis Testing

A tuberculosis skin test(s) or a chest x-ray, or proof of within the last year is required during the enrollment/intake process.

Testing will be done at intake if needed and results will not impact or preclude enrollment.

Clinical Eligibility

- LIFE is committed to serving the elderly who need long-term care; therefore, an independent opinion must confirm that your health status qualifies you to join the PACE program administered by LIFE St. Joseph of the Pines.
- Our LIFE Staff will complete the information on the North Carolina Medicaid Program Long Term Care Services Assessment tool and will submit to the Division of Health Benefits.
- The Division of Health Benefits will review this Assessment tool submitted by LIFE and determine if you are eligible for nursing home care by state requirements.

In the event that the Division of Health Benefits finds that you are not eligible for nursing home care by state requirements, you will not be able to enroll into the program. LIFE will work with you to make other arrangements for the care you need.

You have the right to appeal if you are not eligible for enrollment because you do not need a nursing facility level of care. This appeal should be made

using the State Fair Hearing Process through the Office of Administrative Hearings:

Office of Administrative Hearings
Attention: Clerk
6714 Mail
Service
Center
Raleigh, NC
27699-6714
Office Number: 984-236-1850
Facsimile Number: 984-236-1871
Medicaid Hotline: 984-236-1860

If you are a Medicare Beneficiary or Private Pay for the LIFE program, you can contact:

North Carolina Department of Health and Human Services
Attention: General Counsel
2001 Mail
Service
Center
Raleigh, NC
27699-2001
Office Number: 919-733-2796
Facsimile Number: 919-715-4645

Assessments & Formulation of Care Plan

- Should the Division of Health Benefits agree that you are eligible for nursing home care by state requirements, assessments will occur in the LIFE Center and in your home.
- First, the In-Home Services Coordinator, RN, a member of the Interdisciplinary Team, will coordinate a time to visit you in your home and determine if you can live safely in the community with LIFE services. There may be other members of the Interdisciplinary Team who may also visit you in your home. If your enrollment is denied because the Interdisciplinary Team determines that you cannot live

safely in the community, you will not be able to enroll into the program. LIFE will work with you to make other arrangements for the care you need. You have the right to appeal an enrollment denial using the same appeal processes outlined in the previous section.

- Next, the Interdisciplinary Team and an Enrollment Specialist coordinate a time for you to come to the LIFE Center. Here, various Interdisciplinary Team members shall evaluate your needs.
- When each Interdisciplinary Team member has evaluated your situation, the Interdisciplinary Team will meet to share their findings and, with your input, will develop your individual plan of care.

If you enroll, you must agree to receive all health services from LIFE, other than emergency services (this is called the “lock-in” provision). Your Monthly Fees, if any, will be verified by LIFE staff. (See section VII, Monthly Fee).

Enrollment

- If you find your visits to the center satisfactory and you meet the requirements of LIFE St. Joseph of the Pines’ PACE program, an Enrollment Specialist will contact you and/or your family to further discuss enrollment.
- During this Enrollment meeting you will review the information in LIFE St. Joseph of the Pines’ PACE Enrollment Agreement and your anticipated monthly fee, if any. If you decide to join LIFE, we ask you to sign the Enrollment Agreement. Your enrollment will be effective on the first day of the month after the date LIFE receives your signed Enrollment Agreement.
- Your LIFE card will be given to you on your first visit to the LIFE Center after enrolling. This card identifies you as a LIFE participant and includes the phone number of LIFE St. Joseph of the Pines. Use this card in place of your Medicare and/or Medicaid cards.
-
- You will receive a signed copy of the Enrollment Agreement, emergency information to post in your home identifying you as a LIFE participant and that explains how to access emergency services, and a list of the Interdisciplinary Team members and LIFE Contracted Providers.

VIII. MONTHLY FEES

A. 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 spend down liability under federal law and any amounts due under the post-eligibility treatment of income process. Monthly fees for Medicaid spend down are determined by the Department of Social Services in the county in which you reside. If applicable, your approximate monthly fee of \$_____ starts on _____ (date).

B. MEDICARE ONLY

Participants eligible for Medicare only and who are not eligible for Medicaid are required to pay a Monthly Fee to LIFE. Your approximate Monthly Fee 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 \$_____ which starts on _____ (date).

C. PRIVATE PAY

Participants who are not eligible for Medicare nor Medicaid are required to pay a Monthly Fee to LIFE. Your approximate 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 \$_____ which starts on _____ (date).

D. PRESCRIPTION DRUG COVERAGE LATE ENROLLMENT PENALTY

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in LIFE after going without Medicare prescription coverage or coverage that was as 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 may contact your LIFE social worker for more information about whether this applies to you.

E. PREMIUM PAYMENT CONDITIONS

If you are required to pay a Monthly Fee to LIFE, you must pay the full 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:

**LIFE St. Joseph of the Pines
4900 Raeford Road
Fayetteville, NC 28304**

IX. TERMINATION OF PARTICIPATION

Your benefits under LIFE can stop if you choose to disenroll from the program (voluntary) or if you no longer meet the conditions of enrollment (involuntary).

You are required to use LIFE services and to pay your monthly fee, if applicable, until termination of benefits becomes effective. LIFE will continue to provide you with all necessary services until your disenrollment is 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.

A. VOLUNTARY DISENROLLMENT

You may request to voluntarily disenroll from the program at any time and for any reason. If you wish to disenroll, you should contact the LIFE Social Worker immediately. You will be asked to sign a Disenrollment Form, which indicates that you will no longer be entitled to services through the LIFE program after midnight on the last day of the month. All disenrollments are effective on the first day of the month following the date you request to disenroll.

If you enroll in any other Medicaid or Medicare prepayment plan after enrolling in LIFE (for example, Medicaid's home- and community-based services program or a Medicare HMO) or optional benefit, including the hospice benefit, or a Medicare Part D prescription plan, it will be considered a voluntary disenrollment from LIFE. If you do not have Medicare when you enroll in LIFE and become eligible after enrollment, you will be disenrolled if you choose to obtain your Medicare coverage other than from LIFE.

B. INVOLUNTARY DISENROLLMENT

LIFE wants to keep you as a participant and will work with you to resolve any issues. If LIFE is no longer able to provide appropriate care, LIFE may terminate your participation if certain conditions are met by giving you at least 30 days notice in writing. All involuntary disenrollments must be approved by Division of Health Benefits.

LIFE can request to disenroll you if:

- You move out of the LIFE service area or are out of the service area for more than 30 days, unless LIFE agrees to a longer absence due to extenuating circumstances.
- The LIFE agreement with the Centers for Medicare & Medicaid Services and the Division of Health Benefits is not renewed or is terminated.
- You or your caregiver behave in a disruptive or threatening way that endangers your health or safety, or the safety of others. This would include if you have decision-making capacity and consistently refuse to comply with your individual plan of care or the terms of the Enrollment Agreement.
- LIFE is unable to offer health care services due to loss of state licenses or contracts with providers.
- You fail to pay or make satisfactory arrangements to pay any required premium due the LIFE organization, any applicable Medicaid spend down liability, or any amount due under the post-eligibility treatment of income process, after 30-day grace period.
- It is determined that you are no longer eligible for nursing home care by state requirements and are not deemed eligible.

If you receive notice that you are going to be 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 Division of Health Benefits. Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the day the PACE organization sends you notice of the disenrollment.

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

C. REINSTATEMENT

If you disenroll from LIFE, you must reapply and meet the eligibility requirements if you wish to re-enroll.

X. PARTICIPANT’S BILL OF RIGHTS AND RESPONSIBILITIES

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

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

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

You have the right to treatment.

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

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

You have the right to be treated with respect.

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

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

You have a right to protection against discrimination.

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

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

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

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

You have a right to information and assistance.

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

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the PACE program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- To get marketing materials and PACE participant rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- To have the enrollment agreement fully explained to you in a manner understood by you.
- To get a written copy of your rights from the PACE program. The PACE program must also post these rights in a public place in the PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the PACE program. This includes telling you which services are provided by contractors instead of the PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.
- To be provided with a copy of individuals who provide care-related services not provided directly by LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines' palliative care, comfort care, and end-of-life care services. Before LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines, 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 LIFE St. Joseph of the Pines receives your notice of voluntary disenrollment.

Additional Help:

If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE (1-800-633-4227) to get the name and phone number of someone in your State Administering Agency.

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 care plan.
- Provide the Interdisciplinary Team with a complete and accurate medical history.
- Utilize only those services authorized by the Interdisciplinary Team.
- Take all prescribed medications as directed.
- 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.
- Call the LIFE provider for direction in an urgent situation.
- Notify LIFE as soon as reasonably possible if you require emergency services.
- Notify LIFE 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 LIFE St. Joseph of the Pines or agency regulations.
- Voice any dissatisfaction you may have with your care.
- Notify LIFE St. Joseph of the Pines if you are unable to come to the PACE Center on your appointed days, with as much advance notice as possible.
- Notify LIFE St. Joseph of the Pines if you move or are planning to leave the service area.

GRIEVANCES AND APPEALS

All of us at LIFE St. Joseph of the Pines 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. LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines, 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 LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines 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:

LIFE St. Joseph of the Pines

**4900 Raeford Road
Fayetteville, NC 28304**

You may also contact us at 910-429-7210 to receive assistance in submitting a grievance. Our PACE staff will assist you with your grievance submission. For the hearing impaired (TTY/TDD), please call 1-877-452-2514.

2. 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 LIFE St. Joseph of the Pines 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. LIFE St. Joseph of the Pines 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. LIFE St. Joseph of the Pines 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, LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines as an additional option available to you.
6. If you are not satisfied with the resolution, you may contact the LIFE St. Joseph of the Pines 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 LIFE St. Joseph of the Pines 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 or someone you name to act for you (your authorized representative) may file an appeal.
- You can name a relative, friend, advocate, attorney, doctor, or someone else to act for you.
- You can call LIFE at 910-483-4911 to learn how to name your authorized representative.
- If you have a hearing impairment, please call the TTY number 1-877-452-2514.
- If you want someone to act for you, you and your authorized representative must sign, date, and send us a statement naming that person to act for you.

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**. For an expedited appeal, you or your authorized representative should contact us by telephone or fax. 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 Division of Health Benefits (DHB) the need for more information and how the delay benefits you.

Note: If you have Medicaid and the reason for your appeal is that LIFE St. Joseph of the Pines 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.

Filing an Appeal

1. If LIFE St. Joseph of the Pines 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 LIFE 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 LIFE St. Joseph of the Pines who will assist you in obtaining the missing information.
3. If you wish to file an appeal by telephone, you may contact LIFE St. Joseph of the Pines at (910) 483-4911. For the hearing impaired (TTY/TDD), please call 1-877-452-2514. 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 LIFE St. Joseph of the Pines Quality Department the next business day.
4. If you wish to submit your appeal in writing, please send your written appeal to:

**LIFE St. Joseph of the Pines
Attention: LIFE Quality Director
4900 Raeford Road
Fayetteville, NC 28304**

You may also fax your written appeal to (910) 483-4911.

5. The reconsideration of LIFE St. Joseph of the Pines' 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.
6. Once LIFE St. Joseph of the Pines completes the review of your appeal, you and your representative will be notified in writing of the

decision on your appeal. LIFE St. Joseph of the Pines will inform you and your representative of other appeal rights you may have if the decision is not in your favor.

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 DHB.

Additional Appeal Rights Under Medicare and Medicaid

If we make a decision on your appeal that is not fully in your favor, you have additional appeal rights through either Medicaid or Medicare. If you are enrolled in both Medicaid and Medicare you may choose either process, but not both. If you are not sure which one to use, LIFE can help you decide.

Medicaid Appeals Contact:

If you are enrolled in both Medicaid and Medicare OR Medicaid only, and choose to file an external appeal using the Medicaid external appeals process, you can submit your appeal through the States Fair Hearing process by writing to:

Office of Administrative Hearings

Attention: Clerk

6714 Mail Service Center

Raleigh, NC 27699-6714

Office Number: 984-236-1850

Facsimile Number: 984-236-1871

Medicaid Hotline: 984-236-1860

You or your authorized representative must send a written appeal request within 30 days of date of the adverse notification. Your appeal must be postmarked or received by OAH within 30 business days of the adverse decision.

Medicare Appeals Contact

If you are enrolled in both Medicare and Medicaid OR Medicare only, you may choose to appeal using Medicare's external appeals process.

Medicare uses an independent review entity for appeals. A written request for reconsideration must be filed with the independent review entity within 60 calendar days of the date of the decision by the third-party reviewer. We will send your case file to Medicare's independent review entity for you.

The current Medicare contractor appeals entity will either maintain our original decision or change our decision and rule in your favor. If you need information or help, call LIFE at (910) 483-4911.

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

It may be necessary for us to obtain and use photographs of you for the purposes of identification, publicity and medical care. We will request your written consent for LIFE to obtain and use such photographs.

Changes to Plan

Changes to LIFE services may be made without your consent if they are approved by the Division of Health Benefits. LIFE will give you at least thirty (30) days written notice of any change.

Continuation of Services on Termination

If your enrollment in LIFE ends for any reason, you will be advised of the availability of other services. You will be reinstated back into other Medicaid or Medicare programs according to your eligibility. LIFE will assist you with this transition to help you find appropriate care and help you understand your options.

Cooperation in Assessment

In order for 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

LIFE is subject to the requirements of all state and federal laws and regulations. LIFE is required to follow these laws and regulations whether or not they are specifically included in this document.

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

LIFE will not unlawfully discriminate against participants in the rendering of service on the basis of race, ethnicity, age, religion, color, national origin, ancestry, sex, marital status, sexual orientation, mental or physical disability, or source of payment. LIFE will not discriminate against participants in the provision of services on the basis of having or not having an advance directive.

Notices

Any notice which we give you under this Agreement will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of your address or other contact information. Any notices should be given in writing or verbally to our office at:

LIFE St. Joseph of the Pines

4900 Raeford Road

Fayetteville, NC 28304

Telephone number: (910) 483-4911

For the deaf or speech impaired, the TTY number is as follows: 1-877-452-2514.

Notice of Certain Events

If you will be materially or adversely affected, LIFE will give you reasonable notice of any termination, breach of contract, or inability to perform, by hospitals, primary care providers, or any other person with whom LIFE has a contract to provide services. LIFE 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 LIFE primary care providers. Organ donation begins at the hospital when a patient 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 LIFE Contracted Providers

LIFE is able to provide full scope of services through contracts with community providers. 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. LIFE Contracted Providers are required to abide by the rules and regulations of the LIFE program.

Policies and Procedures

LIFE reserves the right to adopt reasonable policies and procedures in order to provide the services and benefits under PACE.

Recovery from Third-Party Liability

If you are injured or suffer an ailment or disease due because of someone else's actions and you receive a settlement, you must report it to LIFE St. Joseph of the Pines and we will provide treatment. Any money that you are awarded that covers the cost of the care provided may be claimed by DHB, Medicare, and/or LIFE.

Payment

Payment for services provided and authorized by the Interdisciplinary Team under this Agreement will be made by LIFE directly to the provider. You cannot be required to pay anything that is owed by LIFE to the selected providers. Payment for unauthorized services, except in the case of an emergency, may be your responsibility.

ADULT DAY HEALTH SUMMARY

LIFE CENTER HOURS OF OPERATION

LIFE remains dedicated to serving our participants and families, please call 910-483-4911 for any of your needs.

MEDICATION USE & ADMINISTRATION

- No self-medication is permitted.
- Medications administered at the LIFE facility shall be kept in a locked location.
- Medications shall be administered by the nurse on duty.
- Medication lists will be updated by your Primary Care Provider.
- Medication order changes require a medical provider's order.
- Medications will be filled in separated packages to provide meds for at home use and for LIFE center use only. The total amount dispensed at LIFE and at home will equal one month.
- Medicines requiring refrigeration must be transported in individual cooler packs.
- Medications are sent to the homes in premeasured packages.

ADVANCED DIRECTIVES

A time may come when you are too sick to talk to your LIFE team or even your family or friends. Our policy is to discuss with you and your family what kinds of care you want before it's too late. There are several ways you can do this:

You may give written instructions, called an “advanced health care directive”

You may ask someone else to decide your care for you. This request must be in writing, and is called a “health care power of attorney”

You may simply talk to your LIFE doctor, who will write down what you want as part of your medical record.

LIFE will keep a written and signed copy of your wishes. No matter what you decide, LIFE will follow your wishes in these matters.

CONFIDENTIALITY

In order to fulfill LIFE’s mission, the program recognizes that all participants expect and deserve that the exchange of all information pertaining to them be strictly limited to only those team members who need to know that information. LIFE considers a breach of confidentiality to be a serious event and considers any inappropriate disclosure of your information a violation of trust that jeopardizes the mission and survival of the program. You the right to communicate with your health care provider in confidence and to have the confidentiality of your health care information protected.

Staff who have access to your information must protect and utilize this information with the greatest level of care and will comply with LIFE’s policy for release of information. Failure to protect confidential information will result in disciplinary action.

Medical records are the property of LIFE and shall be stored in the electronic medical record system and maintained by the electronic medical record Administrator. Any paper medical records are stored in a secured locked room and protected from fire, water damage, insects and theft. Access to your medical records is limited to the staff and consultants providing service to you.

ABUSE & NEGLECT

Disabled adult abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult.

This includes:

- Abandonment
- Emotional or psychological abuse
- Exploitation
- Neglect
- Physical Abuse
- Sexual Abuse

LIFE supports and encourages its professional staff to report all suspected cases of elder abuse, neglect and exploitation to the proper local authorities. You can also report yourself.

LIFE will report the case to the appropriate adult protection agency if indicated.

Contact information to report alleged neglect, abuse, or exploitation of a disabled adult is as follows:

Cumberland County DSS

Phone Number: 910-323-1540

Address:

**1225 Ramsey Street
Fayetteville, NC 28301**

Harnett County DSS

Phone Number: 910-893-7500

Address:

**103 E. Front Street
Lillington, NC 27546**

Hoke County DSS

Phone Number: (910) 875-8725

Address:

314 South Magnolia Street

Raeford, NC 28376

Moore County DSS

Phone Number: 910-947-2436

Address:

1036 Carriage Oaks Drive

Carthage, NC 28327

Robeson County DSS

Phone Number: 910-671-3500

Address:

435 Caton Road

Lumberton, NC 28360

INCLEMENT WEATHER

Should inclement weather occur, LIFE will consider the safety of both participants and staff in the provision of services. The decision to close the Day Health Center to participants during these circumstances will be made by the Center Manager or Executive Director.

WE WILL REPORT ALL DELAYS OR CLOSINGS FOR ANNOUNCEMENTS ON THE FOLLOWING TELEVISION STATIONS:

- WRAL TV 5
- WTVD 11
- News 14 Carolina

BEASLEY BROADCASTING RADIO STATIONS TO INCLUDE:

- WAZZ 1490 AM
- WFLB 96.5 FM
- WKML 95.7 FM
- WTEL 1160 AM
- WUUKS 107.7 FM
- WZFX 99.1 FM

**A STAFF MEMBER MIGHT BE CONTACTING YOU BY TELEPHONE
DURING THE DAY.**

TRANSPORTATION

Communication Between LIFE & Caregiver

If you live with a family member or caregiver, LIFE will inform family members that you will be brought home early and the estimate arrival time. Family members will have the option to come to the center and pick you up. Arrangements must be made by family members to ensure that someone can be home to meet you.

If a caregiver is not home when you arrive, phone calls will be made to the caregiver and back up contact persons for further instructions. If contact cannot be made, you may be brought back to the center until your caregiver is reached.

Medical Emergency While at LIFE

If emergency medical treatment is required while you are at the Day Center or on LIFE transportation, you will be taken to the appropriate location for such treatment.

In the event of a medical emergency/accident the driver or escort will contact LIFE Center personnel, who will contact your caregiver or emergency contact.

The location where you are receiving care will be communicated to your caregiver, family or contact persons.

TOBACCO RESTRICTIONS FOR PARTICIPANTS & VISITORS

LIFE St. Joseph of the Pines, Inc. (organization) maintains the right to restrict the use of tobacco products at our facility and on our property.

Guidelines:

1. Tobacco products are not permitted inside the LIFE building or on vans.
2. Tobacco products will not be sold or distributed on organization property.
3. Tobacco products are only permitted in the designated smoking area.

Corrective Action:

Any participant or visitor found to have violated this policy may be subject to counseling and further disciplinary action.

WHAT TO BRING TO THE LIFE CENTER

- Walkers, wheelchairs, braces, or artificial limbs and any other equipment you may need.
- A change of clothes to leave at the center (labeled with your initials).
- Wear comfortable clothes.
- Label all belongings with your initials.
- Wear minimal jewelry.

WHAT NOT TO BRING TO THE LIFE CENTER

- Do not bring money or valuables to the Center.
- Do not bring any prescriptions.

Before your first day, the Center's staff will contact you about what times you will be picked up and returned to your house.

ENROLLMENT AGREEMENT SIGNATURE SHEET

NOTICE TO PROSPECTIVE PARTICIPANT—READ THIS BEFORE YOU SIGN:

Do not sign this agreement if the rules and requirements have not been explained to you or if you do not understand them. If you have questions, please let us know so that we may answer them. We want you to be comfortable with the decision you are about to make.

LIFE ST. JOSEPH OF THE PINES SIGNATURE FORM

BIOGRAPHICAL INFORMATION

Last Name:

First Name:

Middle Name:

Gender: ☐ M ☐ F Date of Birth: _____ Age: _____

Primary Contact: _____ Relationship: _____

Address:

Phone: (H) _____ (C) _____

MEDICARE, MEDICAID, AND OTHER INSURANCE INFORMATION

MEDICARE STATUS

Medicare Number: _____

- ☐ Medicare Part A Only
- ☐ Medicare Part B Only
- ☐ Medicare Part A & B
- ☐ Not entitled to Medicare

MEDICAID STATUS

Medicaid Number: _____

- ☐ Not entitled to Medicaid

OTHER INSURANCE (CHECK ALL THAT APPLY):

☐ Veterans Benefits, number: _____

☐ Black Lung Benefits, number: _____

☐ Other Policy number: _____

Company Name: _____

Address

City

State

Zip

Telephone

SIGNATURES

By signing this enrollment agreement form:

1. I acknowledge that I have had the rules and requirements of participation and my rights as a participant in LIFE St. Joseph of the Pines explained to me or my authorized representative.
2. I have been given an opportunity to ask questions and all of my questions have been answered satisfactorily.
3. I understand that once I enroll in LIFE St. Joseph of the Pines, it will be my sole service provider. I am to receive all my healthcare benefits from LIFE St. Joseph of the Pines, with the exception of emergency services. I understand that if I am currently enrolled in any other Medicare or Medicaid plan, including a Medicare Advantage Plan, enrollment in LIFE St. Joseph of the Pines will automatically disenroll me from that plan.
4. I agree to participate in LIFE St. Joseph of the Pines according to the terms and conditions in this Enrollment Agreement.
5. I authorize the disclosure and exchange of my personal and health related information between the Centers for Medicare and Medicaid Services (CMS), its agents, the North Carolina Division of Health Benefits, and LIFE St. Joseph of the Pines.
6. In case of medical emergencies in which I am unable to direct my care or give verbal consent; I authorize LIFE St. Joseph of the Pines to use my advance directive and health care wishes to direct decisions regarding my care. If my Provider is unavailable, I authorize treatment by a licensed emergency room physician. I understand that LIFE St. Joseph of the Pines staff will make a reasonable effort to contact my Provider and responsible party.

I understand my effective date of enrollment is: _____

Participant Name Printed

Participant Signature

Date & Time

Participant's Authorized
Representative Name
Printed

Participant's Authorized
Representative Signature

Date & Time

LIFE St. Joseph of the
Pines Representative
Name Printed

LIFE St. Joseph of the
Pines Representative
Signature

Date & Time