



Trinity Health

PACE

Mercy LIFE

KINDER PARK ENROLLMENT AGREEMENT

Revision Date: 12/01/2025

All enrollments from 01/01/2026 forward must use this version or the form will be returned, and enrollment may be delayed.

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

IMPORTANT INFORMATION SHEET

Emergency Phone Number

911

Area Agency on Aging (AAA)

County Office of Aging

Ombudsman

Protective Services

(800) 490-8505 or 911

Department of Human Services

County Assistance Office

Independent Enrollment Broker

Office of Long-Term Living Participant

Hotline

(877) 550-4227

(800) 757-5042

LIFE Provider Health

Clinic

Main Phone Number

On Call Nurse (after _____p.m.)

Other Important Phone Numbers

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WELCOME TO LIFE

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

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

To be eligible, you must:

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

Note: To enroll in LIFE, individuals must either be certified by the Department as Medical Assistance eligible or be able to pay the premium amount described in Appendix A.

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

Please examine this agreement carefully. Enrollment is voluntary. If you are not interested in enrolling in our program, you may return the agreement to your LIFE Provider without signing it. You may also wait to sign the Enrollment Agreement until a Medical Assistance eligibility determination is made by the County Assistance Office (CAO) if you are applying for Medical Assistance to pay for your care. If you do choose to enroll with the LIFE Provider, you will still be able to disenroll from the LIFE program at any time and for any reason if you change your mind. (Please see the Disenrollment section for more information.)

DEFINITIONS

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

DEPARTMENT means the Pennsylvania Department of Human Services.

ELIGIBILITY FOR NURSING FACILITY CARE means that your health status meets the Department's criteria for needing the level of care provided in a nursing facility based on an assessment of your needs. LIFE's goal is to care for you SAFELY in the community as long as possible, even though you are eligible for a nursing facility level of care.

EMERGENCY MEDICAL CONDITION is a life-threatening illness or injury. If not treated immediately, the illness or injury could result in serious or permanent damage to your health. Examples of a medical emergency can include but are not limited to:

- Chest pain/symptoms of a heart attack
- Unexpected or sudden loss of consciousness
- Choking
- Severe difficulty breathing
- Symptoms of a stroke
- Severe bleeding
- Serious injury from a fall

ENROLLMENT AGREEMENT means this document which tells you about the LIFE program, who is eligible to be a participant, how to enroll and how to cancel enrollment, the kind of care you will receive, what your rights are, and all other rules and 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 is any service or benefit that your LIFE provider is not permitted to provide according to federal regulation.

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

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

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

LIFE CONTRACTED PROVIDER is a provider who either works for LIFE or has signed an agreement with LIFE to provide medical care services or other related services. These providers may include a health facility, health care professional, community living support service, or agency.

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

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

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

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

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

SERVICE AREA means the county or zip codes in which you must live in order to enroll in the LIFE program. Your LIFE Provider provides care only to residents within the service area.

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

URGENT CARE is care provided to you when you are out of the LIFE Provider's 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.

YOUR RIGHTS AS A PARTICIPANT

When you join a LIFE Provider, you have certain rights and protections. Your LIFE Provider 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.

As your LIFE Provider, 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 LIFE 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 [Insert name of LIFE organization] 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 LIFE Provider.
- 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 LIFE staff about changes in policy and services you think should be made.
- To use a telephone while at the LIFE Center.
- To not have to do work or services for the LIFE Provider.
- To have all information about your choices for LIFE 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. We 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 LIFE Provider to help you resolve your problem.

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

You have a right to information and assistance.

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

Before your LIFE Provider 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 service.
- Medications.
- Preventative healthcare services.
- LIFE 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 your LIFE Provider 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 LIFE Provider's network and to get quality health care. Women have the right to get services from a qualified women's health care specialist for routine or preventive women's health care services.

You have the right to 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 your LIFE Provider 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 your LIFE Provider's palliative care, comfort care, and end-of-life care services. Before your LIFE Provider can start providing you with palliative care, comfort care, and end-of-life care services, the LIFE 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 LIFE 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 LIFE program. You have the right to a fair and timely process for resolving concerns with your LIFE Provider. You have the right:

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

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

You have the right to request services from your LIFE Provider, 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 LIFE program, staff, or contractors.

You have a right to leave the program.

If, for any reason, you do not feel that the LIFE 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 your LIFE Provider receives your notice of voluntary disenrollment.

Additional Help:

If you have complaints about your LIFE Provider, think your rights have been violated, or want to talk with someone outside your LIFE Provider about your concerns, call the Department's Participant Hotline at 1-800-757-5042. You may also contact 1-800-MEDICARE (1-800-633-4227, TTY 1-877-486-2048) for information and assistance or to make a complaint related to the quality of care or delivery of a service.

PARTICIPANT AND CAREGIVER RESPONSIBILITIES

Participants and caregivers have the following responsibilities:

- Accept help from your LIFE Provider without regard to their race, religion, color, age, sex, sexual orientation, pregnancy, national origin, or disability.
- While enrolled, use only your LIFE Provider and your LIFE Provider's designated providers for all your services and benefits.
- Keep appointments or tell your LIFE Provider if an appointment cannot be kept.
- Give accurate and complete information to your LIFE Provider.
- Authorize your LIFE Provider to obtain and use records and information from hospitals, residential health care facilities, home health agencies, physicians and any other healthcare providers who treat you.
- Authorize your LIFE Provider to disclose and exchange personal information with the federal and state government and their agents during reviews.
- Actively participate in developing and agreeing with your care plan, if you are able.
- Inform your LIFE Provider of all health insurance coverage and tell your LIFE Provider promptly of any changes in that coverage.
- Cooperate with your LIFE Provider in billing for and collecting applicable fees from any other third-party payers.
- Notify the CAO and your LIFE social worker within 10 days of any changes in your income and assets. Assets include bank accounts, cash in hand, certificates of deposit, stocks, life insurance policies and any other assets. The state operates a fraud control program under which local, state, and federal officials may verify the information you have given.
- Ask questions and request further information regarding anything you do not understand.
- Assist in developing and maintaining a safe environment for you, your family, and your caregivers.
- Notify your LIFE Provider promptly of any change in address or other contact information, or if you will be absent from the service area for an extended period.
- Comply with all policies of the program as noted in this Enrollment Agreement.
- Cooperate in receiving the services as outlined in your care plan.
- Take your prescribed medicines as directed.
- Discuss with your providers if you do not want to accept a treatment or medication your LIFE Provider decides you need and understand and accept the consequences to your health and well-being if you refuse any recommended treatment.
- If you get sick or injured and it is not an emergency, call your LIFE Provider at _____ for information on what to do.
- In case of emergency, **call 911**.
- If emergency services are required either within or outside of the service area, you must tell your LIFE Provider within forty-eight hours or as soon as reasonably possible.
- Tell your LIFE Provider if you wish to voluntarily disenroll.
- Pay required monthly fees, if applicable.

SPECIAL FEATURES OF LIFE

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

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

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

Care Providers - When you enroll in the LIFE Program, you agree to receive all services through LIFE and our network of contracted providers. Your LIFE Provider seeks to provide efficient and effective delivery of services for you, and to do so they will provide or arrange for your healthcare needs. Therefore, you will no longer be able to seek services from other providers or other Medicare or Medical Assistance programs, who are not participating in the LIFE Provider network. You must receive all needed health care, including primary care and specialist services (other than emergency services) from your LIFE Provider. You may be fully and personally liable for the cost of unauthorized or out-of-network services. The LIFE health team will coordinate all your care.

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

ADVANTAGES OF ENROLLING IN LIFE

This program is designed and developed specifically for adults aged 55 and older that need a nursing facility level of care to help you remain as independent as possible, while living safely in your own community and home. We do this by offering services through a single organization and collaborating with you on your care plan, so the care you receive is comprehensive and coordinated. Advantages of the program include:

- Dedicated, qualified geriatric health professionals who know you personally.
- Complete long-term care coverage.
- Coordinated 24-hour advice and care.
- Support for family caregivers.
- Care designed specifically for your individual needs.
- A single provider to oversee your care whether at home, in a hospital, or in a nursing facility.
- No co-insurance, deductibles, co-payments, or payments due for services you receive.
 - In some cases, there may be a monthly premium required to participate in the program based on your eligibility for Medical Assistance or Medicare.
 - Also, if you have Medical Assistance, a monthly patient pay amount as calculated by the CAO may be required if nursing facility services are utilized, also known as cost of care. The CAO will send you a notice to tell you the amount you must pay to the LIFE Provider.
- Prior approval is not required to obtain emergency medical services. More detail is provided on page 17.

BENEFIT SERVICES/COVERAGE

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

Health Services

- ◆ Adult day health services.
- ◆ Transportation to and from the center and LIFE coordinated services.
- ◆ Primary medical and specialist care, including consultation, routine care, preventive health care and physical examinations.
- ◆ Nursing care.
- ◆ Social services.
- ◆ Physical, occupational and speech therapies.
- ◆ Recreational Therapy.
- ◆ Nutritional counseling and education.

- ◆ Laboratory tests, x-rays, and other diagnostic procedures.
- ◆ Covered Medications and biologicals.
- ◆ Prosthetics, orthotics, medical supplies, medical appliances, and durable medical equipment.
- ◆ Podiatry, including routine foot care.
- ◆ Vision care, including examinations, treatment, and corrective devices such as eyeglasses.
- ◆ Dental care (see the dental section for more detail).
- ◆ Psychiatry, including evaluation, consultation, diagnostic and treatment.
- ◆ Audiology, including evaluation, hearing aids, repairs, and maintenance.
- ◆ Behavioral Health.
- ◆ Palliative Care *.

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

Home Care

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

Hospital Care

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

Inpatient Long-Term Care Facility Services

- ◆ Room and board (may require payment toward cost of care according to Medical Assistance regulations).
- ◆ Physician and nursing services.
- ◆ Custodial care.
- ◆ Personal care and assistance.

- ◆ Prescriptions and biologicals.
- ◆ Physical, speech, occupational and respiratory services.
- ◆ Social services.
- ◆ Medical supplies and appliances.

End of Life Services

The LIFE health team will remain involved with your care for the remainder of your life. This includes comfort care during difficult end of life situations. Since comprehensive care is provided to LIFE participants, individuals who need end-of-life care will receive all appropriate medical, pharmaceutical, and psychosocial services. If you want to enroll in the Medicare hospice benefit, you must voluntarily disenroll from your LIFE Provider.

Dental Care

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

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

Other Services

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

EXCLUSIONS AND LIMITATIONS

Except for emergency services, all care requires authorization in advance by your LIFE Provider. Your LIFE program will give you the very best care possible, but there are some things they cannot do for you.

Covered benefits do not include:

- ◆ Cosmetic surgery, unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction after mastectomy.
- ◆ Experimental medical, surgical, or other health procedures.
- ◆ Any service rendered outside of the United States except as may be permitted under Medicare or by the Pennsylvania State Medicaid plan. (Included in "the United States" are the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa.)

NURSING FACILITY PLACEMENT

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

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

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

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

EMERGENCY SERVICES & URGENTLY NEEDED CARE

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

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

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

An Emergency Medical Condition is a life-threatening illness or injury. If not treated immediately, the illness or injury could result in serious or permanent damage to your health. Examples of a medical emergency can include but are not limited to:

- Chest pain/symptoms of a heart attack

- Unexpected or sudden loss of consciousness
- Choking
- Severe difficulty breathing
- Symptoms of a stroke
- Severe bleeding
- Serious injury from a fall

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

Please answer questions and follow instructions carefully. If your problem is an emergency, you will be taken to the nearest hospital. Please let them know that you are a LIFE participant and present your LIFE identification card to the emergency room staff.

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

If you are away from your home and out of the LIFE service area, LIFE will cover and pay for your emergency care. If you were given emergency medical care while you were spending a short time away from the service area, you must tell someone at LIFE as soon as possible. You must give information about the emergency and the care you received.

If you are getting emergency care from an out of network provider and your health will not be jeopardized, your LIFE Provider may arrange to move you to another hospital within our network. Your LIFE Provider may also change your medical provider to a LIFE medical provider. Remaining in the care of your LIFE health team is the best way to coordinate your health care needs.

If you are in a hospital when you are out of town, you must tell LIFE within 48 hours or as soon as you are able.

Urgent Care is the care provided to you when you are out of the LIFE Provider's 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.

If you need urgent (but not emergency) care:

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

Telephone: _____ and briefly describe the situation.

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

Telephone: _____ and briefly describe the situation.

LIFE must approve urgently needed out-of-network services and post-stabilization care services. These services are covered when:

- The services are pre-approved by LIFE, or

- LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval.

LIFE is not obligated to pay for any out-of-network follow-up care. You must return to LIFE to receive any follow-up care.

You may have an illness or injury occur while you are in the service area for which health care services are necessary and required immediately. If you feel you need health care services quickly and it is not an emergency, your LIFE Provider will arrange for your care.

If you call after normal working hours (_____ am to _____ pm) the on-call coordinator will immediately call one of our staff or providers who will return your call and help you with your needs. A doctor or other provider is available 24 hours a day.

REIMBURSEMENT PROVISIONS

LIFE covers emergency and urgently needed care when you are temporarily out of the LIFE service area.

THE LIFE HEALTH TEAM MUST BE TOLD IN ADVANCE OF ALL VISITS OR MOVES OUT OF THE LIFE SERVICE AREA. THE VISIT OR MOVE SHOULD NOT BE OVER 30 CONSECUTIVE DAYS UNLESS YOUR LIFE PROVIDER AGREES TO A LONGER ABSENCE DUE TO EXTENUATING CIRCUMSTANCES.

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

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

If you receive care outside of the United States, except as may be permitted under Medicare or by the Pennsylvania State Medicaid plan, LIFE will not be responsible for the charges.

ELIGIBILITY AND ENROLLMENT

General Requirements

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

To be eligible, you must:

- Be age 55 or older.

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

Intake

Intake begins when you, or someone on your behalf, contacts the LIFE Provider or the Independent Enrollment Broker expressing interest in services. If it appears from this first conversation that you are potentially eligible, a LIFE Provider and Independent Enrollment Broker representative will contact you to explain the program, obtain further information about you, and to schedule visits with you. During these visits:

- You will learn how the LIFE Program works, the services LIFE offers, and the answers to any questions you may have about LIFE.
- The LIFE Provider and Independent Enrollment Broker will explain that if you enroll, you must agree that all of your healthcare services will be provided and coordinated by LIFE, including primary care and specialist medical services (other than emergency services).
- The LIFE Provider will have you sign a release allowing the LIFE Provider to obtain your past medical records so the LIFE health team can fully assess your health conditions, as well as your financial records and your eligibility for Medicare and Medical Assistance.

You will be encouraged to visit the LIFE Center to see what it is like. If you are interested in enrolling, a LIFE Provider representative and the Independent Enrollment Broker will assist you with the enrollment process. You should be prepared to participate in phone calls or visits with both the LIFE Provider and Independent Enrollment Broker in order to complete your enrollment process.

Assessment

The LIFE health team will meet with you to evaluate your needs and goals. After the assessment has been completed, the LIFE health team will meet to specifically discuss your evaluation and determine if your needs can be appropriately met by the LIFE program, safely in your home and community. If so, the LIFE health team will develop an individual plan for services and schedule time with you to explain how it can best meet your needs and preferences. However, your LIFE Provider cannot guarantee or offer enrollment before a formal medical eligibility determination has been made. If the LIFE health team determines that they cannot safely provide services in your home and community, your enrollment may be denied.

Determination of Clinical Eligibility

Because LIFE is committed to serving only adults 55 and over who need long-term care and are eligible for nursing home care, you must clinically qualify for LIFE Program services.

The Department's contracted vendor and your physician will determine your clinical eligibility for the program after assessing your needs. If you do not meet the level of care requirements, you will not be eligible to enroll.

If you are denied enrollment due to a determination that you would not be able to safely remain at home with the services and supports of the LIFE Program, or if you are ineligible because your clinical assessment determined that you do not need the level of care provided by a nursing facility, you can choose to appeal these determinations. You will be provided with information on the appropriate state appeal process.

Determination of Medical Assistance Financial Eligibility

Medical Assistance can provide financial help to pay for LIFE program costs. The CAO will determine your financial eligibility for the Medical Assistance program. To apply for Medical Assistance, an application for you must be submitted to the CAO or applied for online at www.compass.state.pa.us. The CAO will request proof of all your gross income and resources (bank accounts, cash on hand, certificates of deposit, stocks, life insurance policies, investments, vehicles, real estate, etc.) owned by you, and if married, your spouse. The CAO will verify you applied for and receive all the income and resources you are entitled to. The CAO will also ask for proof of any income or resources transferred or given away in the last 60 months (five years). The CAO is required to make sure you receive monies equal to the known value of the real or personal property transferred; this is known as fair market value.

Transfers include gifts of money, vehicles, or real estate to person(s) other than a spouse. Transfers also include real estate sales, cashed out or closed financial accounts, and any ownership changes to investments, life insurance or other property.

Any transfer the CAO determines did not receive fair market value could result in a penalty period. During a penalty period you may have to pay privately for your LIFE services.

It is your responsibility to notify the CAO and your LIFE social worker within 10 days of any changes in your income and resources. The CAO must redetermine your financial eligibility during any change in circumstances that affects your income or resources. This includes any transfers while you are eligible for Medical Assistance. If your income or resources are over the limits it could end your Medical Assistance eligibility. However, the CAO should discuss options with you that may maintain your Medical Assistance. You should also discuss your LIFE enrollment with your LIFE Provider.

If you are eligible for Medical Assistance, you must keep your resources under the current maximum resource limit as determined by the Department to ensure continued eligibility. You will also be required to complete an annual renewal of your financial eligibility for Medical Assistance. Your LIFE Provider can help you complete this process.

If you are eligible for Medicare, you will continue to pay your monthly Medicare Part B premium to the Social Security Administration (SSA), as applicable, unless the CAO determines you are eligible for Medical Assistance to pay for it.

If you enter a nursing facility and are eligible for Medical Assistance, you may need to make a monthly payment towards the stay, called a cost of care. If your stay is 30 days or less, your LIFE provider will be responsible for all costs. If you are in a nursing facility 31 or more days, the LIFE provider reports this to the CAO. The CAO will calculate the amount of your cost of care and when it begins. The monthly cost of care is paid to the LIFE provider or the nursing facility. The CAO will adjust your cost of care in response to changes in your gross income or eligibility (Medical Assistance or Medicare). The amount will be adjusted as the figures used to calculate the cost of care (published by the Department) change. You, anyone you request, the nursing facility, and the LIFE Provider will receive notice from the CAO when your cost of care begins and anytime your payment changes.

Note: Please contact your local CAO with any questions you might have regarding your Medical Assistance eligibility or your payment toward cost of care.

You are responsible for providing true, correct, and complete income and resource information to the CAO to the best of your ability and to provide documentation to verify the reported income and resources. If you cannot get or provide the needed documentation, you should ask the CAO or LIFE social worker for help.

The Department operates a fraud program under which local, state, and federal officials may verify the information you have given. Any unreported income or resources may be determined as fraud after it is reviewed. The fraud program also may determine misuse of participant's income or resources by others as fraud or abuse.

Enrollment

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

- The plan of care recommended for you by the LIFE health team, and how the LIFE program intends to meet your care needs. If applicable, the plan will include family and caregiver involvement.
- When you are enrolled in LIFE, all of your services must be authorized or coordinated by the LIFE health team. (Remember, approval is **not** required for emergency care.)
- What to do if you are unhappy with your LIFE Provider. (See the Participant Grievance, Service Determination Requests, and Appeals section for more information.)

Final Approval and Enrollment

If you meet the eligibility requirements and you decide to join LIFE, your LIFE Provider will ask you to sign this Enrollment Agreement. In order to enroll, you must sign the enrollment agreement and agree to abide by the conditions of the LIFE Program, as explained in this agreement. Upon signing this agreement, you will receive:

- A copy of the signed Enrollment Agreement.

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

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

Your effective date of enrollment will be the first day of the calendar month following the date the LIFE Provider receives your signed Enrollment Agreement.

Note: Potential participants may not enroll in LIFE at a Social Security Office.

IMPORTANT NOTICE

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

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

If you enroll in LIFE, it will result in disenrollment from any other Medicare or Medical Assistance prepayment plan or optional benefit. If you enroll in any other Medicare or Medical Assistance plan, including the hospice benefit, you will be considered to have voluntarily disenrolled from LIFE.

Participants Without Medicare Coverage at the Time of Enrollment

If you are not eligible for Medicare when you enroll in LIFE and become eligible after enrollment, you must obtain all Medicare coverage (Part A, Part B, and Part D) through your LIFE Provider to remain in the LIFE Program. If you select Medicare coverage other than from your LIFE Provider, you will be disenrolled from LIFE. This disenrollment from the LIFE Program could affect your eligibility for Medical Assistance.

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

LIFE DISENROLLMENT

Your benefits under LIFE can be stopped if you choose to disenroll from the program voluntarily or if you no longer meet the conditions of enrollment and are involuntarily disenrolled. Because Medicare and Medical Assistance have certain conditions and limitations that do not apply in the LIFE Program, and because LIFE may provide services beyond those available through Medicare and Medical Assistance, the Medicare or Medical Assistance Program you enroll into upon disenrollment from LIFE may not provide you with the full range of benefits and services available to you through LIFE.

This program is available through an agreement LIFE has with the Department and CMS that is subject to renewal on a periodic basis. If this agreement is not renewed by those agencies, this program will be terminated.

Note: Per Federal regulations, you are required to continue to use LIFE's services and to pay any applicable fee, and LIFE must continue to provide all needed services, until your disenrollment becomes effective.

Voluntary Disenrollment

If you wish to cancel your benefits by disenrolling, you should discuss this with a program representative at your center. You will be asked to sign a department approved disenrollment form (see Appendix E), which will indicate that you will no longer be entitled to services through LIFE. You may voluntarily disenroll from LIFE at any time and for any reason. Your disenrollment will be effective on the first day of the month following the date your LIFE Provider receives notice of your voluntary disenrollment.

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

Your social worker will assist you in transitioning to a new Medicare or Medical Assistance Program.

Note: LIFE participants may not disenroll from LIFE at a Social Security Office.

Involuntary Disenrollment

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

- You move out of the LIFE service area or are out of the service area for more than 30 consecutive days unless your LIFE Provider agrees to a longer absence due to extenuating circumstances.
- You or your caregiver engage in disruptive or threatening behavior, which endangers your health or safety or the safety of your caregiver or others.
- You are endangering your own health or safety if you are able to make decisions for yourself and you consistently refuse to follow your individual plan of care or the terms of this agreement.

- You fail to pay, or fail to make satisfactory arrangements to pay, any premium due to LIFE, any applicable Medical Assistance spend down, or any amount due under the post-eligibility treatment of income process (also called monthly payment toward cost of care – see page 17) after a 30-day grace period.
- You no longer meet eligibility for a nursing facility level of care as determined by the Department and are not deemed eligible.
- Your LIFE Provider has an agreement with the CMS and the Department that is subject to renewal on a periodic basis. If the agreement is not renewed, the program will be terminated. The LIFE program agreement with the CMS and the Department is not renewed or is terminated.
- LIFE loses the contracts and state licenses enabling it to offer health care services.

Before you are involuntarily disenrolled from LIFE, the Department must approve the involuntary disenrollment. You will then be provided with a 30-calendar day written notice by your LIFE Provider. Your disenrollment will be effective the first day of the next month that begins 30 calendar days after the day your LIFE Provider sent you the involuntary disenrollment notice. If you disagree with the decision to disenroll you involuntarily, you have the option to appeal the decision and will continue to receive services during the appeal process. Appeals for involuntary disenrollment will be heard using the appropriate state appeal process.

Until the date your disenrollment is effective, you must continue to use the LIFE program's services and remain liable for any premiums, and LIFE must continue to furnish all needed services. Before disenrollment, LIFE will make appropriate referrals and ensure medical records are made available to new providers within 30 calendar days and will work to make sure you receive the care you need in other Medicare and Medical Assistance Programs for which you are eligible.

If you receive notice that you will be involuntarily disenrolled due to failure to pay your premium or payment toward cost of care, you can remain enrolled simply by paying the amount owed in full before the effective date of your disenrollment, with no break in coverage.

PARTICIPANT GRIEVANCES, SERVICE DETERMINATION REQUESTS, AND APPEALS

Your LIFE Provider and their staff share the responsibility for assuring that you are satisfied with the care you receive. Your LIFE Provider has procedures for complaints, known as grievances, which are designed to enable you or your representative to express any concerns or dissatisfaction with the program. Your LIFE Provider must address them in a timely and efficient manner. You also have the right to appeal your LIFE Provider's decision to deny, reduce, or terminate a request for a service, or to deny a request for payment for a service.

Your grievance or appeal will remain confidential and information pertaining to your grievance or appeal will only be released to authorized individuals. Your LIFE Provider will continue to provide all required services to you during the grievance or appeal process. Those processes are described below.

Grievances

The definition of a grievance is a complaint, either oral or written, 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 your LIFE Provider, or between you and one of your other service providers through the LIFE program. A grievance can be made by you, your family member or caregiver, or your designated representative.

You are ENCOURAGED to express any complaints you have at the time and place any dissatisfaction occurs. You will never be discriminated or retaliated against, nor be made to be afraid of discrimination or retaliation, because you have made a grievance. Information on the grievance process will be provided to you in writing when you enroll, and at least annually thereafter.

- Discuss your grievance with any LIFE Provider staff member, or with any 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 your LIFE Provider know the details of your complaint. Give complete information so that appropriate staff can help to resolve your concern in a timely manner.
- If you wish to submit your grievance in writing, please send your written grievance to:

_____, PA _____

- You may also contact _____ at _____ to receive assistance in submitting a grievance. For the hearing impaired (TTY/TDD), please call _____. Our staff will assist you with your grievance submission.
- The staff that receive your grievance will make sure that your grievance is thoroughly documented. The grievance will be reported to the LIFE health team by the next

business day or within five working days, whichever is sooner, who will coordinate the investigation when the cause of your issue needs to be looked into, an 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 staff and contracted providers when appropriate. Please note, if you do not wish to be notified of the grievance resolution, your wishes will be respected.

- LIFE staff will take action to resolve your grievance as quickly as your case requires, but no later than five calendar days after receipt of your grievance.
- LIFE will notify you of the resolution as quickly as your case requires, but no later than three 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. If a solution is found by the staff and agreed to by you or your family/caregiver/designated representative, the grievance is resolved.
- 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, the LIFE program 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 as an additional option available to you.
- If you are not satisfied with the solution, the staff will send a written report to the Executive Director (clinical complaints will be reviewed by qualified clinical personnel) for review, to be completed within five working days.
- Immediately after review (but within five working days), a copy of a written report will be sent to you and your family/caregiver/designated representative.
- You also have the option of contacting 1-800-MEDICARE (1-800-633-4227) or the Office of Long-Term Living's participant hotline at 1-800-757-5042 to make a complaint related to the quality of care or the delivery of a service.

Service Determination Requests

You may make a service determination request at any time and to any staff member of your LIFE Provider. A service determination request is when you ask to initiate a service, modify a service you are already receiving, or continue a service you are receiving that LIFE is recommending be reduced or stopped. Service determination requests can be made after enrollment into the LIFE Program, and after your initial care plan is developed.

Your LIFE Provider will determine if the request can be approved. If the service determination request is approved, your LIFE Provider must notify you of when you can expect the service. If the service determination request is not approved, your LIFE Provider must notify you in writing and provide you appeal rights.

Appeals

The definition of an appeal is an action taken by you with respect to your disagreement with our non-coverage of or non-payment for a service including denial, reductions, or terminations of services. Information on the appeal process will be provided to you in writing when you enroll, at least annually thereafter, and any time your LIFE Provider denies a request for a service or payment for a service.

The notice of the denial of your service or payment request will instruct you on how to appeal the decision if you do not agree with the decision. You must request an appeal within 30 calendar days of the date the notice was sent to you.

You can file your appeal either verbally, in person or by telephone, or in writing, with your LIFE staff. The staff 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 submit your appeal in a timely manner. If you wish to file an appeal by telephone, you may contact _____ at: _____ (TTY- 711)

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

_____, PA _____

If you believe that your life, health, or ability to regain or maintain maximum function (get well or stay well) will be in danger if you do not receive the service in question, you can request that your LIFE Provider speed up the appeal process. This is called an expedited appeal. Your LIFE Provider will automatically decide on your expedited appeal as quickly as your health requires, but no later than 72 hours after receiving your request for an expedited appeal. This time frame may be extended by up to 14 calendar days if you ask for the extension, or if your LIFE Provider justifies, to the Department, the need for more information and how the delay benefits you.

For standard appeals (appeals that are not expedited), LIFE will respond to your appeal as quickly as your health requires, but no later than 30 calendar days after receiving your appeal.

If you appeal:

- Confirmation of receipt of your request for appeal will be sent to you within 24 hours of receipt of your request.
- If you have Medical Assistance, your LIFE Provider will continue to furnish disputed services until a final determination is made under the following conditions:
 - Your LIFE Provider is proposing to stop or reduce services that you are currently receiving; and

- You agree and have requested the continuation with the understanding that you may be liable for the costs of the disputed services if the appeal is not resolved in your favor.
- The LIFE Provider'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 will be notified in writing of when and where your appeal will be heard.
- You, and anyone who is involved in your appeal such as a family member or representative, will have an opportunity to present evidence related to your dispute in person, as well as in writing.
- You will receive a written response describing the appeal, actions taken, and the outcome of the appeal.
- If your appeal is resolved in your favor, your LIFE Provider will provide or pay for the disputed service as quickly as your health condition requires.
- If the decision is not fully in your favor, the written notification you receive 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 Medical Assistance program. A copy of the written response will be forwarded immediately to CMS and the Department.

Additional Appeal Rights Under Medicare and Medical Assistance

If your LIFE Provider makes a decision that is not fully in your favor, you have additional appeal rights called external appeal rights. An external appeal involves a new and impartial review of your case through either the Medicare or the Medical Assistance program. If you are enrolled in both Medicare and Medical Assistance, you may choose which appeal process you wish to use. If you are not sure which program applies to you, please ask. Your LIFE Provider can explain how the processes differ, and whether one would be more appropriate. The external appeal may only be made to one or the other (Medicare or Medical Assistance), but not both.

Medical Assistance External Appeals Process

If you are enrolled in both Medicare and Medical Assistance or Medical Assistance only and choose to appeal our decision using the Department's external appeals process, the LIFE Provider will send your appeal to the Office of Long-Term Living who will then forward it to the Bureau of Hearings and Appeals. If you prefer to file your written appeal yourself, you can submit your appeal request to:

Department of Human Services
OLTL/Forum Place 6th Floor
LIFE Fair Hearings
PO Box 8025
Harrisburg, PA 17105-8025

Or Fax: 717-346-7142 (expedited appeals only)

If you choose to request a state hearing, you must ask for it within 30 calendar days from the date of the decision by the third-party reviewer.

If the decision is not in your favor of your appeal, there may be further levels of appeal. Please let your LIFE Provider know if you wish to pursue this so that your LIFE Provider can assist you.

Medicare External Appeals Process

If you are enrolled in both Medicare and Medicaid OR Medicare only and choose to appeal our decision using Medicare's external appeals process, LIFE will send your appeal to Medicare's current contracted independent review entity to review your appeal.

A written request for reconsideration must be filed with Medicare's independent review entity within sixty calendar days from the date of the decision by the third-party reviewer of the internal appeal. The Medicare independent review entity will contact your LIFE Provider with the results of their review. They will either maintain LIFE's original decision or change LIFE's decision and rule in your favor.

GENERAL PROVISIONS

CHANGES TO AGREEMENT: Changes to this agreement may be made if they are approved by the Department and CMS. Your LIFE Provider will give you at least 30 calendar days written notice of any change and will provide you with an updated copy and explain the changes to you and your caregiver so that you understand them.

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

COOPERATION IN ASSESSMENTS: In order for your LIFE Provider to determine the best services for you, your full cooperation is required during the 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. Please let your LIFE Provider know of any changes as quickly as possible.

GOVERNING LAW: the laws of the Commonwealth of Pennsylvania and applicable federal laws govern this agreement in all respects. The LIFE Provider must follow all laws and regulations whether or not they are mentioned in this agreement.

NO ASSIGNMENT: You cannot assign any benefits or payments due under this agreement to any person, corporation, or other organization. Any assignment by you will be void. (Assignment means the transfer to another person or organization of your right to the services provided under this agreement or your right to collect money from your LIFE Provider for those services.)

NOTICE: Any notice that your LIFE Provider gives you under this agreement will be mailed

to you at your address as it appears on your LIFE Provider records. You should notify your LIFE Provider promptly of any change of your address or other contact information. If you must give your LIFE Provider any notice, please either call your LIFE Center, notify your LIFE Provider in person, or send by mail directly to the LIFE Center.

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

FINANCIAL RESPONSIBILITY

The amount you might have to pay each month will depend on your eligibility for Medicare and Medical Assistance. If you are required to make a payment, your LIFE Provider will tell you how, when, and where to make the payment. This information, and your specific monthly payment amount, are included on your 'LIFE Premium and Payment Agreement' (Appendix A).

Failure to pay your monthly payment to your LIFE Provider might subject you to involuntary disenrollment from the program.

If you are eligible for:

- **Medicare Parts A and B.** If you have both Medicare A and B but are not eligible for Medical Assistance, you will have to pay an amount equal to the Medical Assistance capitation amount, and an amount for Part D prescription drug coverage.
- **Medicare Part A only.** If you have Medicare A only and are not eligible for Medical Assistance, you will have to pay an amount equal to the Medical Assistance capitation amount plus the Medicare B capitation amount, and an amount for Part D prescription drug coverage.
- **Medicare Part B only.** If you have Medicare B only and are not eligible for Medical Assistance, you will need to pay an amount equal to the Medical Assistance capitation amount plus the Medicare A capitation amount, and an amount for Part D prescription drug coverage.
- **Medical Assistance with or without Medicare.** If you are eligible for Medical Assistance, you will not pay any premium. *
- **Self-Pay.** If you are not eligible for Medical Assistance or Medicare, you will need to pay an amount equal to the Medical Assistance and Medicare capitation amounts, and an amount for prescription drugs.

* Participants with Medical Assistance may be responsible for paying an amount calculated by the Department if residing in a skilled nursing facility, or a monthly spend-down amount to be eligible for Medical Assistance.

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

you may choose to delay your enrollment into LIFE until a Medical Assistance determination is made.

Prescription Drug Coverage Late Enrollment Penalty

If you are eligible for Medicare prescription drug coverage (Part D) and are enrolling in the LIFE program 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 LIFE social worker for more information about whether this applies to you.

LIFE PARTICIPANT ENROLLMENT FORM

Name: _____
(First, Middle, Last)

Address: _____
(Street Address)

_____, PA _____
(City) (Zip Code)

Date of Birth: _____ Gender: Man Woman

I have received, read, and do understand LIFE's Enrollment Agreement. The terms and conditions in this agreement have been explained to me. I have been given an opportunity to ask questions. All my questions have been answered to my satisfaction.

I agree to participate in the LIFE Program according to the terms and conditions in this Agreement, and to abide by the Participant Rights and Responsibilities. As a participant, I agree to receive and have my health and health-related services coordinated by LIFE. I also agree to allow disclosure and exchange of personal information between the Centers for Medicare & Medicaid Services (CMS), its agents, the Pennsylvania Department of Human Services, the local Area Agency on Aging, and LIFE.

I understand that when I sign this agreement, I agree to accept benefits exclusively from LIFE in place of the usual Medical Assistance and Medicare benefits, and that LIFE will become my sole service provider. LIFE will provide the same general benefits plus any additional services approved in my care plan.

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

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

I understand that my enrollment with _____ will
be effective on _____.

_____ Participant's Printed Name	_____ Participant's Signature	_____ Date
_____ Guardian/Representative Printed Name	_____ Guardian/Representative Signature	_____ Date
_____ Guardian/Rep Street Address		
_____ City	_____ State	_____ Zip
_____ Phone Number		
_____ Witness Printed Name	_____ Witness Signature	_____ Date
_____ LIFE Representative Printed Name	_____ LIFE Representative Signature	_____ Date

Payor Source:

1. Is the participant self-pay? Yes No
2. Is the VA the payor for the participant? Yes No
3. Does the participant have Medical Assistance? Yes No Pending
If yes, please complete.
Medical Assistance ID #: _____
4. Does the participant have Medicare? Yes No Pending
If yes, please complete.
Medicare ID #: _____
Part A Part B
5. Does the participant have other health insurance or a payor source? Yes No

Appendix A. LIFE Monthly Premium and Payment Agreement

I understand that as part of my participation in the LIFE Program, I may be required to make a monthly payment as it relates to my continuing eligibility for Medical Assistance, Medicare, self-pay services, or payment toward cost of care for nursing home services.

I understand that this payment may change as my income increases or my eligibility for these programs' changes. I understand that if I am currently receiving Medical Assistance and later become ineligible for Medical Assistance, that the LIFE Provider will charge me a monthly premium unless I voluntarily disenroll from the LIFE Program.

I understand that if my payment changes, I will be asked to sign an updated LIFE Monthly Premium and Payment Agreement form to acknowledge the change in my enrollment agreement. I will be required to pay any monthly payments directly to my LIFE Provider. I understand that failure to pay any payments after a thirty-day grace period could result in my LIFE Provider requesting an involuntary disenrollment from the LIFE Program.

I understand that all required payments must be paid to _____ by the ____ of the month.

If I choose to enroll pending a medical assistance eligibility determination, I might have to pay \$_____ effective _____ unless I voluntarily disenroll within 30 days of the date of my medical assistance ineligibility notice.

My current payment to LIFE will be: \$_____ Effective date: _____

I agree to make the payment as indicated above:

Participant/Representative Signature

Date

Participant/Representative Printed Name

LIFE Staff Signature

Date

LIFE Staff Printed

Appendix B. LIFE Medical Record Review and Copying Cost Agreement

In Pennsylvania, the Department of Health annually adjusts the amount I may be charged for copies of my medical records.

I understand that as a participant in the LIFE program, I have the right to review and get a copy of my medical records.

I understand that I must provide my LIFE Provider with two business days' notice to review my record.

I understand that I must provide my LIFE Provider with two business days' notice to obtain a copy of my record.

I understand that I may be charged _____* per page when requesting a copy of my medical record.

** Amount subject to change annually.*

Participant Signature

Date

Participant Printed

Representative Signature

Date

Representative Printed

Appendix C. Nondiscrimination Notice

_____ complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, religion, or sex.

_____ does not exclude people or treat them differently because of race, color, national origin, age, disability, religion or sex.

_____ provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

_____ provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact _____ at _____ (TTY 711).

If you believe that _____ has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, religion, or sex, you can file a complaint with:

You can file a complaint in person or by mail, fax, or email. If you need help filing a complaint, _____ and the Bureau of Equal Opportunity are available to help you.

<p>_____ _____ _____ _____ (TTY 711) Fax: _____ _____</p>	<p>The Bureau of Equal Opportunity, Room 223, Health and Welfare Building, P.O. Box 2675, Harrisburg, PA 17105-2675, Phone: (717) 787-1127 (TTY 711), Fax: (717) 772-4366, or Email: RA-PWBEOAO@pa.gov</p>
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You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf> or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue S.W.
Room 509F, HHH Building
Washington, DC 20201
Call: 1-800-368-1019 or 800-537-7697 (TDD)
OCRMail@hhs.gov

Complaint forms are available at <https://www.hhs.gov/ocr/complaints/index.html>.

APPENDIX D. Limited English Proficiency Notice

ATTENTION: If you speak a language other than English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call _____ (TTY: 711) or speak to your provider."

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. También están disponibles de forma gratuita ayuda y servicios auxiliares apropiados para proporcionar información en formatos accesibles. Llame al _____ (TTY: 711) o hable con su proveedor.

Chinese; Mandarin

注意：如果您说[中文]，我们将免费为您提供语言协助服务。我们还免费提供适当的辅助工具和服务，以无障碍格式提供信息。致电 _____（文本电话：711）或咨询您的服务提供商。”

Nepali

सावधान: यदि तपाईं नेपाली भाषा बोल्नुहुन्छ भने तपाईंका लागि निःशुल्क भाषिक सहायता सेवाहरू उपलब्ध छन्। पहुँचयोग्य ढाँचाहरूमा जानकारी प्रदान गर्न उपयुक्त सहायता र सेवाहरू पनि निःशुल्क उपलब्ध छन्। _____ (TTY: 711) मा फोन गर्नुहोस् वा आफ्नो प्रदायकसँग कुरा गर्नुहोस्।”

Russian

ВНИМАНИЕ: Если вы говорите на русский, вам доступны бесплатные услуги языковой поддержки. Соответствующие вспомогательные средства и услуги по предоставлению информации в доступных форматах также предоставляются бесплатно. Позвоните по телефону _____ (TTY: 711) или обратитесь к своему поставщику услуг.

Arabic

تنبيه: إذا كنت تتحدث اللغة العربية، فستتوفر لك خدمات المساعدة اللغوية المجانية. كما تتوفر وسائل مساعدة وخدمات مناسبة لتوفير المعلومات بتنسيقات يمكن الوصول إليها مجانًا. اتصل على الرقم _____ (711) أو تحدث إلى مقدم الخدمة.”

Haitian Creole

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd aladispozisyon w gratis pou lang ou pale a. Èd ak sèvis siplemantè apwopriye pou bay enfòmasyon nan fòm aksesib yo disponib gratis tou. Rele nan _____ (TTY: 711) oswa pale avèk founisè w la.”

Vietnamese

LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi cung cấp miễn phí các dịch vụ hỗ trợ ngôn ngữ. Các hỗ trợ dịch vụ phù hợp để cung cấp thông tin theo các định dạng dễ tiếp cận cũng được cung cấp miễn phí. Vui lòng gọi theo số _____ (Người khuyết tật: 711) hoặc trao đổi với người cung cấp dịch vụ của bạn.”

Ukrainian

УВАГА: Якщо ви розмовляєте українською мовою, вам доступні безкоштовні мовні послуги. Відповідні допоміжні засоби та послуги для надання інформації у доступних форматах також доступні безкоштовно. Зателефонуйте за номером _____ (TTY: 711) або зверніться до свого постачальника».

Chinese; Cantonese

注意：如果您說[中文]，我們可以為您提供免費語言協助服務。也可以免費提供適當的輔助工具與服務，以無障礙格式提供資訊。請致電 _____ (TTY: 711) 或與您的提供者討論。」

Portuguese

ATENÇÃO: Se você fala [inserir idioma], serviços gratuitos de assistência linguística estão disponíveis para você. Auxílios e serviços auxiliares apropriados para fornecer informações em formatos acessíveis também estão disponíveis gratuitamente. Ligue para _____ (TTY: 711) ou fale com seu provedor.”

Bengali

মনোযোগ দিন: যদি আপনি বাংলা বলেন তাহলে আপনার জন্য বিনামূল্যে ভাষা সহায়তা পরিষেবাদি উপলব্ধ রয়েছে। অ্যাক্সেসযোগ্য ফরম্যাটে তথ্য প্রদানের জন্য উপযুক্ত সহায়ক সহযোগিতা এবং পরিষেবাদিও বিনামূল্যে উপলব্ধ রয়েছে। _____ (TTY: 711) নম্বরে কল করুন অথবা আপনার প্রদানকারীর সাথে কথা বলুন।”

French

ATTENTION : Si vous parlez Français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et services auxiliaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le _____ (TTY : 711) ou parlez à votre fournisseur. »

Cambodian

សូមយកចិត្តទុកដាក់៖ ប្រសិនបើអ្នកនិយាយ ភាសាខ្មែរ សេវាកម្មជំនួយភាសា ឥតគិតថ្លៃគឺមានសម្រាប់អ្នក។ ជំនួយ និងសេវាកម្មដែលជាការជួយដ៏សមរម្យ ក្នុងការផ្តល់ព័ត៌មានតាមទម្រង់ដែលអាចចូលប្រើប្រាស់បាន ក៏អាចរកបាន ដោយឥតគិតថ្លៃផងដែរ។ ហៅទូរសព្ទទៅ _____ (TTY: 711) ឬនិយាយទៅកាន់អ្នកផ្តល់សេវារបស់អ្នក។”

Korean

주의: [한국어]를 사용하시는 경우 무료 언어 지원 서비스를 이용하실 수 있습니다. 이용 가능한 형식으로 정보를 제공하는 적절한 보조 기구 및 서비스도 무료로 제공됩니다. _____ (TTY: 711)번으로 전화하거나 서비스 제공업체에 문의하십시오."

Gujarati

ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો મફત ભાષાકીય સહાયતા સેવાઓ તમારા માટે ઉપલબ્ધ છે. યોગ્ય ઓકિઝેલરી સહાય અને એક્સેસિબલ ફોર્મેટમાં માહિતી પૂરી પાડવા માટેની સેવાઓ પણ વિના મૂલ્યે ઉપલબ્ધ છે. _____ (TTY: 711) પર કોલ કરો અથવા તમારા પ્રદાતા સાથે વાત કરો."



PO Name and Center

Disenrollment Form

This section to be completed by the participant or authorized representative.

Participant Information:

Name: _____ Social Security #: _____

Address: _____

Primary Caregiver/Power of Attorney (POA): _____

Please check all that apply and provide as much detail as possible about the reason(s) for the disenrollment from LIFE.

Disenrollment Reason:

Preference for another doctor.

- ☐ Previous Doctor Name: _____ Specialty: _____
- ☐ New Doctor Name: _____ Specialty: _____

Unhappy with the LIFE Provider/Program.

- ☐ Why?

Want to transfer to another Medical Assistance program.

- ☐ Why?

Transfer to another LIFE Provider (PO).

- ☐ PO Name: _____
- ☐ PO Address: _____
- ☐ Ppt New Address (if different from above):

- ☐ Date of Change: _____

Moving out of the service area.

Chose not to privately pay for LIFE, because I don't qualify for Medical Assistance

- Did you appeal the denial of Medical Assistance? Yes No

Admission to an in-network skilled nursing facility and would like the facility to manage my care.

- Name of Facility: _____
- Date of Admission: _____
- Were you told that you can be in a skilled nursing facility and remain in LIFE?
Yes No

Admission to an out-of-network skilled nursing facility.

- Name of Facility: _____
- Date of Admission: _____
- Were you offered admission to an in-network skilled nursing facility?
Yes No
- Were you told that you can be in a skilled nursing facility and remain in LIFE?
Yes No

Enrolled into a different Medicare plan. No signature required.

- Name of Plan: _____

Enrolled into Hospice.

Disagreed with a proposed Care Plan.

- Why?

State Approved Involuntary Disenrollment. Date Approved: _____

Other Reason:

I understand the benefits and services offered under the LIFE Program and am choosing to voluntarily disenroll from the LIFE Program. I understand I will no longer be entitled to services under the LIFE Program as of _____, the first day of the month following the date I sign this form or tell the LIFE Provider I want to disenroll.

If I have Medicare benefits, I understand that I will need to select a Medicare Part D plan for my prescription coverage even if I am transferring to another Medical Assistance program. I understand that the Independent Enrollment Broker (IEB) at 1.877.550.4227 can give me information on and assist with enrollment into other Medical Assistance programs to meet my needs.

My LIFE Provider has made me aware that there may be a delay in the start of services in another program if I choose to disenroll late in the month. I have been educated on the timing for disenrollment that will best ensure there are no gaps in my service coverage.

I consent to being contacted by the Department of Human Services, Office of Long-Term Living to follow-up on this disenrollment. Please **initial** your preference. Yes No

I may be contacted at the following phone number _____. The best time to reach me is at _____.

Participant: _____ Date: _____

Caregiver/POA: _____ Date: _____

LIFE Staff and Title: _____ Date: _____

-----**For LIFE Provider Completion**-----

The PO must enter the PO Name and Center at the top of the form, have a PO representative sign above, and complete this section of the form prior to submitting the form within two business days to the Department.

Date of Referral to IEB: _____

Date Care Plan provided to IEB: _____

Date Physician's Certification (PC / MA 570) provided to IEB: _____

Continuity of Care Actions taken by the PO: