



A Member of Trinity Health

## 2026 ENROLLMENT AGREEMENT

Mercy LIFE of Alabama, A Program of

All-Inclusive Care for the Elderly

(PACE)

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

**THIS AGREEMENT BELONGS TO:**

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**EMERGENCY NUMBER:** 911

**Mercy LIFE of Alabama**

**TELEPHONE NUMBER:** (251) 287-8420

**ADDRESS:** 2900 Springhill Ave, Mobile, AL 36607

**EXECUTIVE DIRECTOR NAME:** \_\_\_\_\_

**PACE PHYSICIAN NAME:** \_\_\_\_\_

**CLINIC SUPERVISOR:** \_\_\_\_\_

**SOCIAL WORKER'S NAME:** \_\_\_\_\_

**PARTICIPANT'S RESPONSIBLE PARTY NAME AND PHONE NUMBER:**

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**FOR 24 HOURS EMERGENCY SERVICES**

**EMERGENCY:** 911

**ON-CALL PHYSICIAN:** 251-287-8420

**FOR THE HEARING IMPAIRED**

**CALL:** 1-855-212-1552 (TTY)

**Participant Name:**

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**Participant Date of Birth:**

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*Month/Date/Year*

**Gender:**  F  |  M  
*Circle Choice*

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

**Medicaid Status:**

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**Medicare Number:**

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**Medicaid Number:**

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**Other Insurance (if applicable):**

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**Effective Date of Enrollment:**

*Month/Date/Year*

# Enrollment Agreement Signature Pages

The services available through Mercy LIFE of Alabama have been explained to me in an initial presentation by Mercy LIFE of Alabama's Enrollment and Marketing staff, on

**Specifically, I understand that:**

- I have received, read and understand Mercy LIFE of Alabama's Enrollment Agreement which explains the coverage, terms and conditions of participation.
- I agree to participate in the Mercy LIFE of Alabama Program according to the terms and conditions in the Mercy LIFE of Alabama's Enrollment Agreement.
- I can only belong to one health plan at a time. As a participant, I agree to receive all health and health-related services from Mercy LIFE of Alabama, and I understand that they will be my sole service provider.
- Physicians and other providers employed by Mercy LIFE of Alabama will manage all my health problems, including hospital and nursing home care.
- I agree to change my Primary Care Provider and other specialists if they are not in the Mercy LIFE of Alabama Plan.
- I understand that, with the exception of emergency care, if I seek health care from a medical specialist, or provider who does not contract with Mercy LIFE of Alabama or the service is not approved by the Interdisciplinary Team, Mercy LIFE of Alabama may not pay the bill. I understand that I may be fully and personally responsible for this expense.
- Enrollment is voluntary and a decision to enroll has no effect on eligibility for Medicaid or Medicare, or other benefits. I will continue to receive my Social Security, SSI checks, or benefits from pensions, if applicable.
- Enrollment in Mercy LIFE of Alabama results in disenrollment from any other Medicare or Medicaid prepayment plan or benefit.
- I have been given an opportunity to ask questions. All my questions have been answered to my satisfaction.
- I have been informed that my enrollment into Mercy LIFE of Alabama will be effective on the first day of the calendar month following the date I sign the Enrollment Agreement.
- Written information regarding my right to make decisions about medical treatment and the right to execute directives has been provided to me.
- The Enrollment Specialist who explained this program to me is an employee of Mercy LIFE of Alabama and does not represent any city, state or federal agency.
- I agree to comply with the care plan as explained to me with regards to hours, days of attendance.
- Staff employed by Mercy LIFE of Alabama will provide personal care and meal prep in my

home if I need service; services from other agencies will stop after enrollment.

- I agree to be assessed by a physician, nursing staff, social worker, physical therapist, occupational therapist, dietitian, recreational activities coordinator, in home service coordinator, and other professionals as deemed appropriate by the Interdisciplinary Team.
- Enrollment in Mercy LIFE of Alabama is voluntary, and I can disenroll from Mercy LIFE of Alabama if I want to for any reason.
- I understand that electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including hospice benefit, after enrolling as a PACE participant is considered voluntary disenrollment from PACE.
- I understand that if I am not eligible for Medicare when I enroll in Mercy LIFE of Alabama and become eligible after enrollment, I will be disenrolled from Mercy LIFE of Alabama if I elect to obtain my Medicare coverage other than from PACE.
- I give permission for the exchange of information regarding my care between Mercy LIFE of Alabama, the Centers for Medicare and Medicaid Services (CMS), its agents, and the Alabama Medicaid Agency.
- I understand that I may not enroll or disenroll from PACE at a Social Security Office.

**Signature of Potential Participant and Date:**

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*Signature of Potential Participant*

*Month/date/year*

**Signature of Witness and Date:**

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*Signature*

*Month/date/year*

**Signature of Family Member or Legal Guardian Name:**

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*Signature of Family Member or Legal Guardian*

*Month/date/year*

# Mercy LIFE of Alabama Consent Form

## Participant Name and Date of Birth:

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Participant Name

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Date of Birth Month/date/year

**As a participant in the Mercy LIFE of Alabama program, I consent to the following:**

### **1. Authorization for Care and Services**

I consent to the provision of care and treatment services that are determined by my physician and myself to be appropriate for my well being, health, and safety. I understand that Mercy LIFE of Alabama will fully inform me in advance about care and treatment, to inform me of any changes that occur regarding my care and treatment.

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**Please Initial**

### **2. Emergency Medical Care**

In case of medical emergencies in which I am unable to direct my care or give verbal consent; I authorize Mercy LIFE of Alabama to use my advance directives and health care wishes to direct decision regarding my care. If my primary care provider is unavailable, I authorize treatment by a licensed emergency room provider. I understand that my Mercy LIFE of Alabama staff will make a reasonable effort to contact my primary care provider and responsible party.

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**Please Initial**

### **3. Release of Information**

I give the staff at Mercy LIFE of Alabama the right to give information about my plan of care, including, but not limited to my medical care and money matters, to the following people:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Cell) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Cell) \_\_\_\_\_

I understand that the people I am authorizing to receive this information are not health care Providers covered by the federal HIPAA Privacy Rule, and the information may be shared with others by those people and will no longer be protected by the HIPAA Privacy Rule. I understand that I can revoke these authorizations in writing at any time, except to the extent that Mercy LIFE of Alabama has already relied on these authorizations to use or share information.

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***Please Initial***

**4. I understand that I must inform Mercy LIFE of Alabama staff of a change in my address or phone number.**

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***Please Initial***

**5. Information about Advance Directives**

Mercy LIFE of Alabama fully supports the right of every participant in the PACE program to make his/her own decisions concerning financial matters, health care wishes and other important issues. To assure these rights are protected in all cases, including those in which the individual is unable to exercise decision-making ability on his/her own behalf, Mercy LIFE of Alabama will provide general information on Durable Power of Attorney for Health Care, Living Wills and Guardianships. I understand that participants and/or family members are encouraged to consult an attorney or other qualified professional for further assistance.

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***Please Initial***

**6. Release of Information for Continuity of Care**

I authorize the release of information to Mercy LIFE of Alabama's contracted agencies and health professionals for continuity of my health care. Such agencies or health professionals include but are not limited to primary care providers and specialists, hospitals, group homes, nursing homes, and home care agencies.

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***Please Initial***

**7. Durable Medical Equipment**

As stated in the Program Participant Handbook, the need for all medical equipment is assessed by various members of the team. At the time of enrollment, I understand that any equipment I am currently renting will be replaced by Mercy LIFE of Alabama if approved by the team. Approval of equipment is based upon evaluation for medical and functional need. It is my responsibility, along with my family/caregiver, to inform Mercy LIFE of Alabama of any known rented equipment. If I do not inform Mercy LIFE of Alabama of current rentals in my name, I will be responsible for payment of all bills from the rental company.

Durable Medical Equipment (DME) includes, but is not limited to the following: Wheelchairs, hospital beds, hooyer lifts, oxygen tanks, breathing machines (nebulizers), feeding machines, cushions, walkers, canes, bath chairs, commodes, and air mattresses. Mercy LIFE of Alabama has a DME Coordinator who can be contacted with questions. DME issued by Mercy LIFE remains the property of Mercy LIFE.

## **8. Privacy Authorizations**

I authorize the use and or disclosure of my personal information as described below. My initials indicate I have checked the information in the sections for which I allow the use or disclosure.

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***Please Initial***

**IMAGES:** I authorize Mercy LIFE of Alabama to disclose images of me to be used in newspapers, magazines, and social media for Mercy LIFE of Alabama postings, publications, or presentations, or for use by the television media. I authorize the use and reproduction by Mercy LIFE of Alabama of all images that have been taken of me without compensation. Such images shall be the sole and complete property of Mercy LIFE of Alabama. I understand that this authorization for images does not give Mercy LIFE of Alabama permission to use any other personal information in conjunction with my image, unless I authorize that use.

**YES / NO**

## **9. Acknowledge of Receipt of Information Concerning the Grievance and Appeals Process**

I acknowledge that I have received a copy of information regarding the grievance and appeals process upon enrollment into the program.

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***Please Initial***

## **10. Acknowledge of Receipt of PACE Participant Rights and Responsibilities.**

I acknowledge that I have received a copy of the PACE Participants Rights and Responsibilities

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***Please Initial***

**Name of Participant:**

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**Authorized Signature and Date:**

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*Authorized Signature*

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*Month/date/year*

**Mercy LIFE of Alabama Representative and Date:**

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*Mercy LIFE of Alabama Representative*

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*Month/date/year*

**A copy of this signed consent form must be placed in the Participant's file.**

# Table of Contents

I. Introduction to Mercy LIFE of Alabama.....	11
III. Service and Coverage.....	12
IV. Service Exclusions and Limitations .....	13
V. Services Outside the Mercy LIFE of Alabama Health Plan Service Area .....	19
VI. After Hours Care .....	17
VII. Emergency Services.....	18
VIII. Eligibility .....	20
IX. Enrollment.....	20
X. Monthly Fees.....	22
XI. Termination of Benefits.....	23
XII. Renewal Provision.....	24
XIII. Participant's Bill of Rights and Responsibilities .....	24
XIV. Grievance Process.....	28
XV. Appeal of Coverage and Payment Denials .....	29
XVI. General Provisions.....	32
XVII. Definitions.....	34

# **Mercy LIFE of Alabama Enrollment Agreement**

## **Important Notice**

The health plan benefits provided through Mercy LIFE of Alabama are made possible through contracts Mercy LIFE of Alabama has with Medicaid and Medicare, which include the Alabama Medicaid Agency and the US Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS). When you enroll in this plan, you agree to accept all services from Mercy LIFE of Alabama, and you will no longer be able to obtain services from other doctors or medical providers under the traditional fee-for-service Medicare and Medicaid system. Mercy LIFE of Alabama will provide the same benefits under Medicaid and Medicare plus many more.

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

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

## **I. Introduction to Mercy LIFE of Alabama**

Mercy LIFE of Alabama is a health plan for seniors aged 55 and older who prefer not to move into a nursing home, but whose medical problems make it impossible for them to stay at home without help from doctors, nurses, social workers, and other providers. Mercy LIFE of Alabama is a PACE program which is a national model of healthcare service called the Program of All-Inclusive Care for the Elderly. In fact, the health plan is specially designed to offer an alternative to institutional living to those seniors who live in Baldwin and Mobile Counties and are eligible for nursing home placement.

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

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

## **II. Special Features of Mercy LIFE of Alabama Health Plan**

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

Mercy LIFE of Alabama is a special health plan designed to keep you as active as you can be and to help you remain at home for as long as possible.

Mercy LIFE of Alabama 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. To decide what services are most important to

help you remain at home, a team of health care professionals meets with you, assesses your needs, and develops an individualized plan of care with you.

## **B. A Single Source for All Services**

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

## **C. Your Own Primary Care Provider**

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

## **D. Mercy LIFE of Alabama Contract Agreement**

The services offered by Mercy LIFE of Alabama are available to you because of a contract between Mercy LIFE of Alabama, the Alabama Medicaid Agency, and the Centers for Medicare and Medicaid Services (CMS).

## **E. Exclusive Benefits and Service Provision**

Once you have enrolled in Mercy LIFE of Alabama, you agree to receive services exclusively from Mercy LIFE of Alabama for as long as you participate in the health plan. Unless it is an emergency, you are only permitted to receive services that are approved and arranged by your Mercy LIFE of Alabama Interdisciplinary Team. Emergency services, urgently needed care, and post-stabilization care are covered out of network. Please note that you may have full personal liability of the cost of services that are out of network or not approved, other than emergency care.

# **III. Service and Coverage**

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

The following benefits are fully covered when approved by the Interdisciplinary Team.

If you or your representative disagrees with the Interdisciplinary Team's decision not to approve an item or service, you have the right to appeal their decision. Refer to Section XV, for a description of the Appeal Process.

## **A. Services Provided by the Mercy LIFE of Alabama in the Center and the Community**

### **1. PACE Center (Monday through Friday)**

- Breakfast, lunch, and snacks

- Recreational Activities
- Transportation, and when appropriate with an escort (also provided for all specialty services and otherservices not received at the Center)
- Exercise and rehabilitation
- Instruction to prevent illness and disability
- Personal care such as bathing, hair and nail care, dressing, grooming, and toileting

## **2. Primary Medical Care which includes clinic visits with Mercy LIFE of Alabama physician, physician's assistant and/ or nurse practitioner (primary care provider on call 24 hours, every day)**

- Routine care
- Physical examinations
- Immunizations
- Preventive health care
- Specialist care
- Consultation
- Medical Specialists
- Women's Health Services

## **3. Nursing Care**

- Skilled RN Services

## **4. Social Work Services**

- Social Services/Case Management
- Individual and Group Therapy

## **5. Physical, Occupational and Speech therapies**

## **6. Podiatry, including routine foot care**

## **7. Ambulance Services**

## **8. Emergency coverage anywhere in the United States**

An Emergency Medical Condition is defined as a sudden medical condition, or severe pain, that an average person with no medical training feels would place their health at serious risk, result in serious harm to bodily functions or result in serious harm of an organ or bodily part.

## **9. Urgently needed care outside service area**

Urgent care means the care provided to you when you are outside of the PACE service area and you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life or function is not in severe jeopardy. This service must be pre-

approved by the Mercy LIFE of Alabama health unless Mercy LIFE of Alabama did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval.

## **10. Post Stabilization Care:**

Post Stabilization care means services provided subsequent to an emergency that a treating physician view as medically necessary after an emergency medical condition has been stabilized. They are not emergency services, which Mercy LIFE of Alabama are obligated to pay. They are non-emergency services that Mercy LIFE of Alabama will require approval before they are provided outside of the service area.

## **11. Dietary counseling for you and your family on how to choose and cook foods that are healthy for you.**

## **12. Prescribed medications. (You get these through the Primary Care Clinic as prescribed by your Mercy LIFE of Alabama physician). Additionally, you will be provided all over-the-counter (OTC) medications as ordered by the provider.**

## **13. Vision Care**

- Examinations
- Treatments
- Eyeglasses
- Corrective lenses after cataract surgery

## **14. Psychiatry/Psychotherapeutic Service**

- Evaluation
- Consultation
- Diagnosis
- Treatment

## **15. Audiology Evaluation**

- Hearing aids (including repairs and maintenance)

## **16. Artificial limbs**

## **17. Durable Medical Equipment**

## **18. Basic Dental Care**

Our first priority for dental care is to treat pain and acute infections. Our second priority is to maintain dental functioning. Dental care is provided according to the need and appropriateness as determined in collaboration with the dentist, Interdisciplinary Team, and you. You will receive an initial dental assessment and exam within the first three months of

your enrollment. After that, you'll have a yearly dental exam.

Additional dental services, depending on approval by the Interdisciplinary Team, may include:

- Diagnostic Tests
- Preventative services such as cleaning
- Restorative dentistry, such as fillings, temporary or permanent crowns
- Prosthetic Appliances - complete or partial dentures
- Oral surgery - extracting teeth, or removal, or repair of soft and hard gum tissue

## **B. Services Provided in your Home**

- Homemaker/chore services
- Personal care
- Nursing services
- Home Safety Evaluation

## **C. Nursing facility Care**

- Semi-private room
- Physician and nursing services
- Medical social services
- Medical supplies
- Prescription drugs
- Physical, speech and occupational therapies
- All meals
- Necessary medical supplies and appliances, such as a wheelchair
- Personal care such toileting

**Not covered by Mercy LIFE of Alabama are the costs of private room and private duty nurse, and non-medical items for personal convenience such as telephone charges and radio or television rental, unless specifically authorized by the Interdisciplinary Team.**

## **D. Hospitalization:**

When hospitalization is needed, Mercy LIFE of Alabama has contracts with the hospitals in Baldwin and Mobile Counties. If continued care is needed following discharge, Mercy LIFE of Alabama arranges for admission to a skilled nursing facility in the local area.

## **Hospital Inpatient Care**

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

**Not covered by Mercy LIFE of Alabama are the costs of private room and private duty nurse, and non-medical items for personal convenience such as telephone charges and radio or television rental, unless specifically authorized by the Interdisciplinary Team.**

#### **E. Hospital Outpatient:**

- Lab
- X-ray
- Medical equipment
- Surgical services
- Substance abuse programs

#### **F. Services for End Stage Renal Disease**

#### **G. End of Life Care**

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

## **H. Home Health**

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

## **IV. Service Exclusions and Limitations**

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

- A. Experimental medical, surgical, or other health procedures.
- B. Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
- C. Any services rendered outside of the United States except as permitted under Medicare or the State Medicaid Plan.
  - The United States is defined as the 50 states of the U.S., the District of Columbia, and the U.S. territories(Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands).

## **V. After Hours Care**

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

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

**For after-hours care, call Mercy LIFE of Alabama at (251) 287-8420 and the answering service will contact the primary care provider for you. The telephone number is listed on your membership card.**

The Toll-free number is 1-855-367-6562.

For the hearing impaired, call 1-855-212-1552 (TTY).

**To leave a message for any of the professionals on your team or any Mercy LIFE of Alabama**

**staff member, call (251) 287-8420 and give the answering service your message.**

The Toll-free number is 1-855-367-6562.

For the hearing impaired, call 1-855-212-1552 (TTY).

**You are not required to use the Mercy LIFE of Alabama answering service when you believe that you have a life-threatening condition or have an emergency. Please use the “911” emergency response system when you have an Emergency Medical Condition and require ambulance transport services or if you reasonably believe that the medical condition is an Emergency Medical Condition and reasonably believe that the condition requires ambulance transport services.**

## **VI. Emergency and Urgently Needed Care Services**

### Emergency Services

Mercy LIFE of Alabama provides emergency care 24 hours per day, 7 days per week, and 365 days per year. An Emergency Medical Condition is defined as a sudden medical condition, or severe pain, that an average person with no medical training feels would place their health at serious risk, result in serious harm to bodily functions or result in serious harm of an organ or bodily part. Emergency services that fall within this description do not require prior authorization by Mercy LIFE of Alabama. Examples of an emergency may include:

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

**If you need emergency services, please call “911”.**

After you have used the “911” emergency response system, you or your family must notify Mercy LIFE of Alabama as soon as reasonably possible. The Mercy LIFE of Alabama primary care provider, who is familiar with your medical history, will work with the emergency service providers in following up on your care. Mercy LIFE of Alabama also covers emergency care when you are temporarily out of the service area but still in the United States. If you access emergency services, ambulance services and/or hospital services when out of the service, you must notify Mercy LIFE of Alabama as soon as reasonably possible. If you are hospitalized, we have the right to arrange a transfer when your medical condition is stabilized to a Mercy LIFE of Alabama contracted hospital,

or another hospital designated by us. We may also transfer your care to a Mercy LIFE of Alabama physician.

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

#### Urgently Needed Care

Urgently Needed Care is covered services provided to you when:

- You are temporarily absent from the Mercy LIFE of Alabama service area  
AND
- When such services are necessary due to symptoms from an unforeseen illness, injury, or condition, which you believe requires immediate attention.

Approval for urgent care service is given within one (1) hour after Mercy LIFE of Alabama is notified. If we have not taken action after one (1) hour, then approval is given by default.

If you feel that you need health care services quickly, but it is not an emergency Mercy LIFE of Alabama will arrange for these urgently needed care services.

If you call after normal working hours, Mercy LIFE of Alabama's on-call answering service at (251) 287 – 8420 will immediately call one of its providers who will tell you what to do and help you get the care you need. A provider is available twenty-four (24) hours a day.

#### Reimbursement Provisions:

If you have paid for an emergency or urgent care service you received when it was impossible to obtain care through Mercy LIFE of Alabama contracted facility, payment will be made and sent by the Mercy LIFE of Alabama, Finance Department within 15 - 45 days. Remember your PACE ID card is your medical insurance identification.

However, if you receive any medical care or covered services as described in this Enrollment Agreement outside of the United States, Mercy LIFE of Alabama will not be responsible for the charges except as permitted under federal law and Alabama Medicaid.

Refer to section IV Service Exclusions and Limitations.

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

## **VII. Eligibility**

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

- A. 55 years of age or older.**
- B. Reside in the Mercy LIFE of Alabama service area, which includes all of Baldwin County and Mobile County.**
- C. Able to live safely in the community setting at the time of enrollment with Mercy LIFE of Alabama services.**
- D. Meet Alabama's standard for nursing facility level of care.**

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

## **VIII. Enrollment**

**Enrolling in Mercy LIFE of Alabama is a four-step process:**

**(1) Intake (2) Assessment, (3) Enrollment and Preliminary Approval, and (4) Final Approval. Enrollment into Mercy LIFE of Alabama will require you to disenroll from any Medicaid HMO or Medicare HMO.**

### **A. Intake**

“Intake” begins when you or someone on your behalf calls or comes to Mercy LIFE of Alabama. If it appears from this first conversation that you are potentially eligible, a Mercy LIFE of Alabama marketing representative or Enrollment Specialist will schedule a visit to your home and explain our program and conduct a preliminary screening. We will also arrange for you to visit the Mercy LIFE of Alabama center. If you are interested in joining the Mercy LIFE of Alabama plan, our Enrollment Specialist or Marketing Supervisor will schedule assessment appointments with members of the Interdisciplinary Team. To determine if you meet the Nursing Facility Level of Care criteria, one of Mercy LIFE of Alabama’s Registered Nurses who have been trained to administer the Nursing Facility Level of Care screen will come to your home to complete a pre-admission screen using the states approved assessment tool. In addition, the Home Care Coordinator will make an appointment to visit your home to assess your home care needs. There may be additional members of the Interdisciplinary Team who will visit you in your home. We will also 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.

If you decide to enroll, you must agree to receive all your medical and health care from Mercy LIFE of Alabama and our network of contracted providers (this is called a “lock-in” provision). Unless it is

an emergency or urgent care, you should not receive services from many other doctors or medical providers unless those services are approved and arranged by your Mercy LIFE of Alabama Interdisciplinary Team. You may be fully and personally liable for the cost of unauthorized or out-of-network services. Emergency, urgent, and post- stabilization care are covered out of network. (See Section VII, Emergency Services).

If you do not have Medicare Part A or B or Medicaid, you will need to pay a premium payment which will be verified by the Enrollment Specialist, and a payment plan will be identified. (See Section X, Monthly Fee).

## **B. Assessment**

Within a week or two, when each Interdisciplinary Team member has evaluated your situation, the Interdisciplinary Team will meet to share their findings and ideas to develop your individual Plan of Care. At this meeting, the Interdisciplinary Team will decide whether you meet the criteria for admission into the health plan. After this meeting, the enrollment specialist and or Marketing Supervisor will contact you and/or your family or caregiver, to set up a family conference and inform you of the Interdisciplinary Team recommendations.

## **C. Enrollment and Preliminary Approval**

If you found your visits to the Center to be satisfactory and if the Interdisciplinary Team agrees that you are eligible, you and your family or caregiver will meet with the Enrollment Specialist. During this preliminary enrollment meeting you will review information about the PACE program and come to an agreement about your participation in Mercy LIFE of Alabama. At this meeting you will have an opportunity to discuss the following information:

- The individual Plan of Care recommended for you by the Interdisciplinary Team, and how Mercy LIFE of Alabama intends to meet your care needs.
- Review your monthly fee, if any (See Section X, Monthly Fee).
- Your agreement to receive all health care services authorized and provided exclusively by Mercy LIFE of Alabama.
- Discuss what to do if you are unhappy with the care you receive at Mercy LIFE of Alabama (See Section XII, Grievance and Appeals).

If you decide to join Mercy LIFE of Alabama, we will ask you to sign the Enrollment Agreement. Upon signing, you will receive the following information and documents: A copy of the signed Enrollment Agreement, a sticker with Mercy LIFE of Alabama's emergency telephone number to post in your home, a Mercy LIFE of Alabama membership card, and a list of the Interdisciplinary Team and Contracted Providers.

Mercy LIFE of Alabama is a voluntary health plan. You have the option of disenrolling from Mercy LIFE of Alabama should you choose. If you wish to disenroll, you can contact your Social Worker or Center Director.

## **D. Final Approval**

Mercy LIFE of Alabama is committed to serving the elderly who need long-term care; therefore, an independent opinion must confirm that your health status, in fact, qualifies you to join Mercy LIFE of Alabama. Upon final approval, you will receive a Mercy LIFE of Alabama membership card with Mercy LIFE of Alabama's emergency telephone numbers to carry with you.

In the event that you do not require the level of care provided by Mercy LIFE of Alabama, you will not be eligible to enroll in this health plan. If you are not able to live safely in the community, your enrollment will be denied. Mercy LIFE of Alabama will work with you to make other arrangements for the care you need.

**You have the right to appeal a denial of enrollment or a determination that you do not need a nursing home level of care. If you are eligible for Medicaid or Medicare and Medicaid, the appeal is made to:**

Alabama Medicaid Agency/PACE Program  
Unit PO Box 5624  
501 Dexter Ave,  
Montgomery, AL 36103-5624  
(334) 242-5000

**If you are eligible for Medicare only or are planning to pay privately, the appeal is made to:**

Alabama Medicaid Office  
PACE Program Unit  
PO Box 5624  
501 Dexter Ave,  
Montgomery, AL 36103-5624  
(334) 242-5000

## **IX. Monthly Fees**

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

**IF you are Eligible for:**

- **BOTH MEDICAID AND MEDICARE or MEDICAID ONLY** you will make no monthly premium payments to Mercy LIFE of Alabama, and you will continue to receive all Mercy LIFE of Alabama services including prescription drugs. You may be liable for any applicable Medicaid spend down or share of cost if you require long-term care in a facility.
- **MEDICARE ONLY-** If you have Medicare and are not eligible for Medicaid then you will pay a monthly fee to Mercy LIFE of Alabama. Your monthly premium of \$\_\_\_\_\_ starts on \_\_\_\_\_ (date). Because this fee does not

include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly fee for Medicare prescription drug coverage in the amount of \$\_\_. You may pay both fees together or you may contact your Social Worker for additional payment options.

- **PRIVATE PAY ONLY** (Neither Medicare or Medicaid) if you are not eligible for Medicare or Medicaid, you will pay a monthly fee to Mercy LIFE of Alabama. Your 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 \$\_\_\_\_\_. You may pay both premiums together or you may contact your Social Worker for additional payment options.

#### **Prescription Drug Coverage Late Enrollment Penalty**

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

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

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

**Mercy LIFE of Alabama**  
2900 Springhill Ave  
Mobile, AL 36607

## **X. Termination of Benefits**

Your benefits under Mercy LIFE of Alabama are discontinued if you choose to disenroll from the health plan (voluntary) or if you no longer meet the conditions of enrollment (involuntary).

Mercy LIFE of Alabama will continue to be responsible for your care and providing all your required services, and you will need to continue using our services and paying your usual monthly fee, if you have one, until your disenrollment becomes effective. We will provide you with information on the consequences of subsequent enrollment in other optional Medicare or Medicaid programs following disenrollment from PACE.

**Voluntary Disenrollment.** If you wish to disenroll, you should contact the Mercy LIFE of Alabama Social Worker. You can disenroll from the program at any time and any reason. Mercy LIFE of Alabama requests that you sign a Disenrollment Form prior to the date of your disenrollment. Your voluntary disenrollment will be effective on the first day of the month following the date we receive notice that you wish to disenroll.

**Involuntary Disenrollment.** Mercy LIFE of Alabama wants to keep you as a member and will work with

you to resolve problems. If we are no longer able to provide appropriate care, Mercy LIFE of Alabama can terminate your membership by giving you at least 30 days' notice in writing. All involuntary disenrollment's must be approved by the Alabama Medicaid Agency.

Reasons you may be involuntarily disenrolled:

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

If you receive notice that you are going to be disenrolled due to failure to pay the monthly fee, you can remain enrolled simply by paying the monthly fee. You must make this payment before the effective date of your disenrollment.

Please note that involuntary disenrollment requires approval from the Alabama Medicaid Agency. Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the date that Mercy LIFE of Alabama sends notice of the disenrollment. Mercy LIFE of Alabama staff will assist you in coordinating your reinstatement into other Medicare and or Medicaid programs for which you are eligible.

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

## **XI. Renewal Provision**

If you choose to leave Mercy LIFE of Alabama Health Plan ("disenroll voluntarily"), you must reapply and meet the eligibility requirements to be reinstated.

## **XII. Participant Bill of Rights and Responsibilities**

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

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

At Mercy LIFE of Alabama, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicare-covered items and services and Medicaid services, and other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day, 7 days a week. Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:

### **You have the right to 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.

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

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

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

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

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

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

You have the right to get accurate, easy-to-understand information and to have someone help you make informed health care decisions. You have the right:

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the PACE program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- To get marketing materials and PACE participant rights in English and in any other frequently used

language in your community. You can also get these materials in Braille, if necessary.

- To have the enrollment agreement fully explained to you in a manner understood by you.
- To get a written copy of your rights from the PACE program. The PACE program must also post these rights in a public place in the PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the PACE program. This includes telling you which services are provided by contractors instead of the PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.
- To be provided with a copy of individuals who provide care-related services not provided directly by Mercy LIFE of Alabama 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.

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

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

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

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

### **You have a right to access emergency services.**

You have the right to get emergency services when and where you need them without the PACE program's approval. A medical emergency is when you think your health is in serious danger— when every second counts. You may have a bad injury, sudden illness or an illness quickly getting much worse. You can get emergency care anywhere in the United States and you do not need to get permission from Mercy LIFE of Alabama prior to seeking emergency services.

### **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. You have the right:

- To have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your health.
- 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 file a complaint, request additional services or make an appeal.**

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 services from Mercy LIFE of Alabama that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided.

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

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

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

## **Additional Help:**

If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE or 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 Plan of Care.

- Accept the consequences of refusing treatment recommended by the Interdisciplinary Team.
- Provide the Interdisciplinary Team with a complete and accurate medical history.
- Utilize only those services authorized by the interdisciplinary team.
- Call the Mercy LIFE of Alabama physician for direction in an urgent situation.
- Notify Mercy LIFE of Alabama as soon as reasonably possible if you require emergency services.
- Notify Mercy LIFE of Alabama in writing if you wish to initiate the disenrollment process.
- Pay required monthly fees as appropriate.
- Treat our staff with respect and consideration.
- Do not ask staff to perform tasks that they are prohibited from doing by Mercy LIFE of Alabama or agency regulations.
- Voice any dissatisfaction you may have with your care.
- Notify Mercy LIFE of Alabama if you are unable to come to the Center on your appointed days, with as much advance notice as possible.
- Notify Mercy LIFE of Alabama if you move, or if you will be out of the service area for more than 30 days.

## **XIII. Grievance Process**

All of us at Mercy LIFE of Alabama share the responsibility for assuring that you are satisfied with the care you receive. We understand that sometimes there are areas of dissatisfaction that require our attention and response. If you are dissatisfied, we encourage you to express any grievances. A grievance is defined as a written or oral expression of dissatisfaction with service delivery or quality of care furnished. Mercy LIFE of Alabama will give you written information on the grievance process when you enroll, and at least annually thereafter.

Your grievance will be kept confidential, and Mercy LIFE of Alabama will continue to provide you with all of your required services during the grievance process.

You can discuss your concerns with the Social Worker, Center Director, or the Executive Director by calling (251) 287-8420, or you may send your concerns to Mercy LIFE of Alabama, 2900 Springhill Avenue, Mobile, Alabama 36607. Give complete information so that appropriate staff can help to resolve your concern in a timely manner. If you do not speak English, a staff member or volunteer who speaks your language will facilitate the grievance process. The staff member who receives your grievance will help you document it (if it is not already in writing on the Grievance Form) and will forward it to the Mercy LIFE of Alabama Quality Department to coordinate any further investigation and required action, as well as report the complaint at the appropriate Interdisciplinary Team meeting.

When you have made your grievance known, Mercy LIFE of Alabama will discuss it with you and provide you with written information about the specific steps, including timeframes for response, that will take place to resolve your grievance.

A staff member from our quality department will provide a written acknowledgment of the grievance and response as to the status of the grievance to you or your representative within ten (5) business days of Mercy LIFE of Alabama receiving grievance.

If a solution is found by the staff and agreed upon by you or your representative within thirty (30) business calendar days, the grievance will be considered resolved. If a solution is not agreed upon

within (15) business days, the grievance will be escalated to the Executive Director for final review and consideration, and they will attempt to resolve the grievance within an additional (5) business days.

#### **Mercy LIFE of Alabama Grievance Review External Options:**

If you have participated in the process for at least thirty (30) calendar days and are still dissatisfied, you may pursue further steps, which include an external grievance review option.

#### **If you choose to use the external grievance review process, please contact:**

Alabama Medicaid Office/PACE Program Unit  
PO Box 5624  
501 Dexter Avenue  
Montgomery, AL 36103-5626  
(334) 242-5741

## **XIV. Appeal of Coverage and Payment Denials**

An appeal is an action taken by you or your caregiver with respect to Mercy LIFE of Alabama's non-payment of a service or items which you believe are covered by Mercy LIFE of Alabama, including denials, reductions, or termination of services. Mercy LIFE of Alabama will give you written information on the appeals process when you enroll, at least annually thereafter, and anytime the Interdisciplinary Team denies a request for services or payment.

If you file an appeal, you will continue to receive your other required health care services the same as before you filed the appeal. If your appeal is due to a decision to reduce or terminate a service you have already been receiving, you can request to continue the service during the appeal process. However, if the appeal decision is not in your favor, then you will be responsible for payment of the services in question.

#### **There Are Two Kinds of Appeals You Can File**

**Standard (30 calendar days)** - You can ask for a standard appeal. We must give you a written decision as quickly as your health condition requires, but no later than thirty (30) calendar days after we get your appeal.

**Expedited (72-hour review)** - You can request an expedited (fast) appeal if you believe that your life, health, or ability to regain or maintain maximum function could be seriously harmed without the disputed service. We must decide on an expedited appeal as quickly as your health condition requires, but no later than 72 hours after we receive your appeal. We may extend this time by up to fourteen (14) calendar days if you request an extension or if we demonstrate to the State the need for additional information, and how it would benefit you.

#### **What do you Include In your Appeal?**

You should include: your name, address, Member ID number, reasons for appealing, and any evidence you wish to attach. You may send in supporting medical records, doctors' letters, or other information that explains why we should provide or pay for the service or item. Call your doctor or ask for help from any staff member, if you need this information to help you with your appeal. You may send in this information, as well as present this information in person if you wish.

## **How Do I File An Appeal?**

You or your family member or caregiver may file an appeal either orally or in writing.

Written appeals can be sent or delivered to the address below:

### **Mercy LIFE of Alabama**

Attention: Mercy LIFE of Alabama Quality Department  
2900 Springhill Ave  
Mobile, AL 36607

You can also contact us by telephone or fax:

Telephone: (251)-287-8426  
Fax #: (251)-287-8478

For the hearing impaired, the TTY number is: 1- 855-212-1552.

**If you wish to file an expedited appeal, you must let us know at the time you file your appeal.**

## **What Happens Next?**

Your appeal will be reviewed by an impartial third party who is appropriately credentialed in the field(s) or discipline(s) related to your appeal, who was not involved in the original action and who does not have a stake in the outcome of the appeal.

All appeal information will be kept confidential. After we review this decision, if the decision is in your favor, Mercy LIFE of Alabama will provide the disputed service as quickly as your health condition requires. If the decision is not fully in your favor, Mercy LIFE of Alabama will provide you with written notification of the decision. The notice will include the specific reason(s) for the denial, an explanation of the reason(s) why the service would not improve or maintain your overall health, information on your right to appeal the decision, and a description of your additional external appeal rights.

## **Additional Appeal Rights Under Medicaid or Medicare**

If we do not make a decision on your appeal that is fully in your favor, you have additional appeal rights. The next level of appeal involves a new and impartial review of your case through either Medicare or Medicaid. The Medicare program contracts with an "independent review entity" to provide external review on appeals involving PACE programs like us. This review organization is completely independent of our PACE organization.

The Medicaid program conducts their next level of appeal through the State's Fair Hearing process. The Alabama Medicaid Agency conducts an independent review for participants who are not eligible for Medicare or Medicaid and pay privately for PACE services.

If you are enrolled in both Medicare and Medicaid, you may choose which appeals process you will use. If you wish, we can help you choose which appeals process to follow by explaining the different processes. You may use one or the other, but not both. If you are not sure which program you are enrolled in, ask us. The Medicare and Medicaid external appeal processes are described below.

## **Medicaid External Appeals Process**

If you are enrolled in both Medicaid and Medicare (dually eligible) OR Medicaid only, you can choose the Medicaid appeals process. You have the right to submit your appeal at any time after completing the Mercy LIFE of Alabama appeals process.

### **Medicaid Fair Hearing Process:**

PO Box 5624  
501 Dexter Ave.  
Montgomery, AL 36103-5624  
(334) 242-5741

## **Medicare External Appeals Process:**

If you are enrolled in both Medicare and Medicaid (dual eligible) OR Medicare only, you may choose to appeal using Medicare's external appeals process. We will send your case file to Medicare's independent review entity (IRE) for you if you wish. Written requests for reconsideration must be filed with the IRE within sixty (60) calendar days from the date of the decision by the third-party reviewer. The IRE will contact us with the results of their review. The IRE will either uphold our original decision or rule in your favor.

## **Contact Information:**

If you need information or help, call us at: (251) 287-8420  
1-800-MEDICARE (1-800-633-4227) TTY/TTD: 1-877-486-2048

If you are eligible for **Medicare only or Private Pay** you may use the Alabama Medicaid Agency's Administrative Review Process.

## **Administrative Review Process:**

**Alabama Medicaid Agency**  
PACE Program Unit  
PO Box 5624  
501 Dexter Ave.  
Montgomery, AL 36103-5624  
(334) 242-5000

## **XV. General Provisions**

**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 Mercy LIFE of Alabama to obtain and use such photographs.

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

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

**Cooperation in Assessment.** In order for Mercy LIFE of Alabama to determine the best care for you, your full cooperation is required in providing medical and financial information to us.

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

**No Assignments.** You cannot assign any benefits or payments due under this plan to any person, corporation or organization. Any assignments by you will be void. (Assignment means the transfer to another person or organization of your right to the services provided under this plan or your right to collect money from us for those services.)

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

**Notice.** Any notice which we give you under this plan will be mailed to you at your address as it appears on our records. You should notify us promptly of any change of your address. Any notices should be mailed to our office at:

Mercy LIFE of  
Alabama 2900  
Springhill Ave  
Mobile, AL 36607

Telephone number is (251) 287-8420  
For hearing impaired TTY number: 1- 855-212-1552

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

**Organ and Tissue Donation.** Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your Mercy LIFE of Alabama physician. 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 Mercy LIFE of Alabama Contracted Providers.** Mercy LIFE of Alabama is able to provide full scope of services through contracts with community providers. Mercy LIFE of Alabama contracted providers are at all times acting and performing as independent contractors and assume all responsibility for malpractice and neglect caused by the contracted providers or their staff. Mercy LIFE of Alabama contracted providers are required to abide by the rules and regulations of the Mercy LIFE of Alabama program. We reserve the right to adopt reasonable policies and procedures in order to provide the services and benefits under this plan.

**Recovery from Third-Party Liability.** If you are injured or suffer an ailment or disease due to an act or omission of a third-party giving rise to a claim of legal liability against the third party, Mercy LIFE of Alabama must report such instances to the Alabama Medicaid Agency. If you are a Medicaid beneficiary, any proceeds which you may collect, pursuant to the injury, ailment, or disease, are assigned to the Alabama Medicaid Agency. If you are a Medicare beneficiary, Mercy LIFE of Alabama will actively pursue third party claims.

**Reduction of Services.** Services provided and approved by CMS under this plan may be reduced only after providing at least thirty (30) days written notice of such proposed changes. The 30-day period will begin on the postmark date.

**Time Limit on Claims.** Any claim, other than a claim for personal injuries, that you have with respect to Mercy LIFE of Alabama or with respect to services provided by Mercy LIFE of Alabama must be brought by you within two (2) years from the date that you receive the service for which the claim is brought. Claims for personal injuries must be brought within one year from the time you discover the injuries, or would have discovered the injuries with reasonable investigation, but in no event more than three years from the date of injury.

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

**Your Medical Records.** It may be necessary for us to obtain your medical records and information

from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians or other practitioners who treat you. We will request your authorization in order for us to obtain and use such records and information. This may include information and records concerning treatment and care you received before the effective date of this plan by anyone who provided the treatment and/or care. Access to your own medical record is permitted in accordance with state law.

## **XVI. Definitions**

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

**“Mercy LIFE of Alabama Physician”** means a physician who is employed or contracted by Mercy LIFE of Alabama to provide medical services.

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

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

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

**“Emergency”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- A. Placing your health in serious jeopardy
- B. Serious impairment to bodily functions or
- C. Serious dysfunction of any bodily organ or part.

**“Exception”** means any part of the contract that eliminates or reduces the benefits for a specific hazard or condition.

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

**“Enrollment Agreement”** means this document, which establishes the terms and conditions and describes the benefits available to you through Mercy LIFE of Alabama as long as you are a participant in the plan.

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

**“Health Services”** means services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology. Health services may be provided at Mercy LIFE of Alabama’s adult care center/clinic, in your home, or in professional offices of specialists, or nursing homes under contract with Mercy LIFE of Alabama.

**“Home health care”** refers to two categories of services - supportive and skilled services. Based on individual treatment plans, supportive services are provided to participants in their homes and may include household and related chores such as laundering, meal assistance, cleaning, and shopping, as well as assistance with bathing and dressing as needed. Skilled services may be provided by the health plan’s Social Workers, Nurses, Occupational and Physical Therapists and on-call medical staff.

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

**“Interdisciplinary Team”** means Mercy LIFE of Alabama’s professional team consisting of a Primary Care Provider, Masters-level Social Worker, Registered Nurse, Home Care Coordinator, Center Manager, Transportation Director, Physical, Recreational and Occupational Therapists, Dietitian, and personal care attendants. Other specialties may be included as well if needed. They will assess your medical, functional, and psychosocial status, and develop an individual plan of care which identifies the services needed. Many of the services are provided and monitored by this team. All covered services you receive must be authorized by the team. Your needs will be reassessed by the team at least semi-annually, and changes in your treatment plan may occur.

**“Mercy LIFE of Alabama”** A comprehensive health program for the elderly sponsored by Trinity Health PACE.

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

**“Medicaid Required Resource Spend down”** refers to the amount of health care expenses a recipient must incur each month before Medicaid begins to provide assistance. The required resource spend down is sometimes called “income spend down”. Mercy LIFE of Alabama participants must pay the Medicaid

required monthly spenddown, if applicable.

**“Monthly Fee”** means the amount you must pay each month to Mercy LIFE of Alabama to receive the benefits under this plan.

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

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

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

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

**“Plan”** means the services and conditions included in the Mercy LIFE of Alabama Health Plan.

**“Service Area”** is comprised of all of Baldwin County and Mobile County.

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