



Trinity Health

PACE

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LIFE St. Mary

# ENROLLMENT AGREEMENT

Revision Date: 12/01/2024

All enrollments from 01/01/2025 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 (PACE)*



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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.

The goals of LIFE are:

- To maximize the independence, dignity, and respect of LIFE members.
- To help LIFE members be more independent and improve their quality of life.
- To provide coordinated, quality health care to LIFE members.
- To help LIFE members live safely in their homes and communities for as long as possible.
- To help support and keep LIFE members together with their family.

**Note:** *To enroll in LIFE, individuals must either be certified by the Department as Medical Assistance eligible or be able to privately pay.*

**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 review and provide you with a list of their network providers.

**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 enroll with the LIFE Provider, you will still be able to terminate the agreement at any time if you change your mind. The termination will be effective the first day of the month after your LIFE Provider receives your notice to disenroll. To terminate the agreement, you must notify your LIFE Provider and you will be asked to sign a voluntary disenrollment form.

## 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/or 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 CMS. This agreement gives you the same benefits you would receive under Medical Assistance and/or Medicare, in addition to other benefits. To receive any benefits under this agreement, you must meet the conditions described in this agreement.

**CAPITATION AMOUNT** means the monthly amount, as determined by the Department and CMS, paid to a LIFE Provider to provide services to a LIFE Participant.

**DEPARTMENT** means the Pennsylvania Department of Human Services.

**ELIGIBILITY FOR NURSING FACILITY CARE** means that your health status meets the Department's criteria for nursing facility level of care. LIFE's goal is to care for you SAFELY in the community as long as it is medically and socially feasible, 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 and/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

**EMERGENCY SERVICES** are covered inpatient and outpatient services that: (a) are furnished by a Provider, and (b) are needed to evaluate or stabilize an Emergency Medical Condition.

**ENROLLMENT AGREEMENT** means this document between you and your LIFE Provider, which establishes the terms and conditions and describes the benefits available to you. This enrollment agreement remains in effect until disenrollment and/or termination take place.

**EXCEPTION** means any part of the agreement that eliminates or reduces the benefits for a specific hazard or condition.

**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, hospitals, or nursing homes under agreement with your LIFE Provider.

**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 defined as a health facility, health care professional, community living support service, or agency, which has contracted with LIFE to provide health and/or health-related services to participants.

**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, functional, and psychosocial status, and develop a care plan that identifies the services needed. 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 periodic reassessments of your needs, 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 escort, 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.

**PACE** is the Program of All-inclusive Care for the Elderly, a community-based model of care.

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

**PLAN ADVISORY COMMITTEE** is the committee that reports to and advises your LIFE Provider's governing board and establishes committees on matters related to the grievance and appeal process; quality assurance; utilization review process; and ethics. The committee is required to invite and/or include participants of the program, caregivers, community groups, and other individuals such as the local Area Agency on Aging and Ombudsman.

**SERVICE AREA** means the county or zip codes in which your LIFE Provider provides care.

**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 jeopardy.

**URGENT MEDICAL CONDITION** is an illness, injury, or severe condition which under reasonable standards of medical practice should be diagnosed and treated within a twenty-four (24) hour period and, if left untreated, could rapidly become a crisis or Emergency Medical Condition. The term also includes situations where your discharge from a hospital will be delayed until services are approved, or your ability to avoid hospitalization depends upon prompt approval of services.

## **Your Rights as a Participant**

When you enroll in the LIFE Program, you have certain rights and protections. Your LIFE Provider must fully explain your rights to you or someone acting on your behalf in a way you can understand at the time you join. At the LIFE Program, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicare-covered items and services and Medicaid services, and other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day 7 days a week. Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:

### **You have the right to treatment.**

You have the right to appropriate and timely treatment for your health conditions to include:

- Getting the care and services you need to improve or maintain your health condition(s) and to attain your highest practicable physical, emotional, and social well-being.
- Accessing emergency health care services when and where the need arises without approval by your LIFE provider.

### **You have the right to be treated with respect and to not be discriminated against.**

You have the right to considerate, respectful care from your provider staff and contractors at all times and under all circumstances. You have the right to not be discriminated against in the delivery of required services because of your race, ethnicity, national origin, religion, sex, age, sexual orientation, mental or physical disability, or source of payment. You have the right:

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be treated with dignity and respect, be given privacy and confidentiality in all aspects of your care and be given humane care.
- To not have to do work or services for your LIFE Program.
- To use a telephone while at the LIFE Center.
- 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 your LIFE Program.
- To get help, if you need it, to use the Medicare and Medical Assistance 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 have information about your services and treatment options explained to you in a culturally competent manner.



## **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.
- To have the information in this section shared with anyone you choose.
- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have your LIFE Provider translate 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 a language, you understand. 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 be fully informed, in writing, of the services offered by your LIFE Provider. 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, upon request, with a copy of individuals who provide care- related services that are not provided directly by your LIFE Provider.
- To look at, or get help to look at, the results of the most recent review of your LIFE Provider. Federal and State agencies review all LIFE Programs. You also have a right to review how your LIFE Provider plans to correct any problems that are found at inspection.
- To be fully informed, in writing, before your LIFE Provider begins palliative care, comfort care, or end-of-life care services to include:
  - You must give written consent prior to palliative care, comfort care, or end of life care being provided by your LIFE Provider.
  - The services you will receive and if those services will be different from what you are currently receiving.
  - If the services will be in addition to or instead of the services, you are currently receiving.
  - Identifying all your services that will be impacted and to tell you, in detail, how your services will be changed if you choose to receive palliative care, comfort care, or end-of-life care. This includes, but is not limited to, the following types of services:
    - Physician services
    - Hospital services
    - Long-term care services
    - Nursing services
    - Social services
    - Dietary services
    - Transportation
    - Home care
    - Physical, occupational, or speech therapy
    - Diagnostic testing, including imaging and laboratory services
    - Medications

- Preventative healthcare services
  - LIFE center attendance
- You have the right to change your mind about receiving palliative, comfort, or end-of-life care at any time, either verbally or in writing.

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

You have the right to choose your health care providers, including your primary care provider and specialists, from within your 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 reasonable and timely access to specialists as indicated by your health condition and consistent with current clinical practice guidelines.

You have the right to receive care in all care settings, up to and including placement in a long-term care facility when your LIFE Provider can no longer provide you the services necessary to keep you safely in the community.

**You have the right to participate in your 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 someone you trust to help you, you have the right to choose that person to act on your behalf.

You have the right:

- To have all treatment options fully explained to you.
- Refuse any or all care and services.
- Be fully informed of the consequences of refusing care or services and how it could affect your physical, mental, or emotional health status.
- To have your LIFE Provider 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 LIFE Provider. 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 (1-800-633-4227 TTY 1-877-486-2048) for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.
- To request services from the LIFE Provider that you believe are necessary.
  - To a comprehensive and timely process for determining whether those services should be provided.
  - To appeal any denial of a service or treatment decision by your LIFE Provider, 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 the 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 race, religion, color, age, sex, sexual orientation, gender identity, pregnancy, national origin, or disability of the care provider.
- While enrolled, agree to receive Medicare and Medical Assistance benefits only from your LIFE Provider.
- 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 to your care plan.
- 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 Medicare and 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.
- Use your LIFE Provider's designated providers for services included in the benefit package.
- 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 absence from the service area.
- 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.
- 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 elsewhere or out of the service area, you must tell your LIFE Provider within forty-eight hours or as soon as reasonably possible.
- Tell your LIFE Provider before you 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, 7 days a week, 365 days a year. A LIFE health team, also known as the Interdisciplinary Team (IDT) composed of geriatric doctors, nurses, social workers, rehabilitation specialists and other health care professionals assesses your needs and desires. The LIFE health team works with you, your family and/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 physician is part of the LIFE health team and will manage your specialty and hospital care. Your LIFE Provider has agreements with physician 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** - Once you have enrolled in your LIFE Program, you must agree to receive services through LIFE. Your LIFE Provider seeks to provide efficient and effective delivery of services for you, and to do so they will provide and/or arrange for your health care needs. Therefore, you will no longer be able to seek services from other providers participating with other Medicare or Medical Assistance programs, but 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 to sustain independence for adults 55 and older that need a nursing facility level of care by offering coordinated and integrated services through a single organization. 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, 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 income.
  - Also, a monthly patient pay amount, also known as cost of care, as calculated by the CAO may be required if nursing facility services are utilized. 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 (per Medicare and Medical Assistance guidelines).

- ◆ 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 with special diets.
- ◆ In-home respite care.
- ◆ Transportation and escort services.

### **Hospital Care**

- ◆ Semi-private 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**

- ◆ Semi-private 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.

\* Private room and private duty nursing, and non-medical items for your personal convenience such as telephone charges and radio or television rental, are not covered unless authorized by the IDT.

### **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 the appropriate medical, pharmaceutical, and psychosocial services. If you want to elect a 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**

- ◆ 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 not generally available in the area unless authorized by the LIFE health team.
- ◆ Any service rendered outside of the United States (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, your income will be used by the CAO to determine a payment toward your cost of care if your stay exceeds 30 days. 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 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 and/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.

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 the effective date of your disenrollment from LIFE.

## Emergency Services & Urgently Needed Care

LIFE provides access to care 24 hours per day, 7 days per week and 365 days per year.

LIFE staff is 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.

**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 jeopardy.

**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.

**An Emergency Medical Condition** is a life-threatening illness or injury. If not treated immediately, the illness or injury could result in serious and/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. You should request to be taken to the hospital, tell the ambulance company that you are a LIFE participant, and present your LIFE card to the emergency room staff.

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

**Services Received Outside the LIFE Service Area**

LIFE also covers emergency and urgently needed care when you are temporarily out of the LIFE service area for a period up to 30 days. ***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 DAYS UNLESS YOUR LIFE PROVIDER AGREES TO A LONGER ABSENCE DUE TO EXTENUATING CIRCUMSTANCES.***

If you receive emergency or urgent care when you are temporarily out of the service area, you must tell your LIFE Provider within 48 hours or as soon as is reasonably possible to do so. Information about your hospital visit or stay must be provided to LIFE. If you should be hospitalized, LIFE would like to transfer you to a hospital designated by your LIFE Provider as soon as you are physically able. Remaining in the care of LIFE is the best way to coordinate your health care needs.

**Note:** *You must return to your LIFE Provider for any follow-up care as a result of the emergency or urgent care you received.*

If emergency or other care is received in another service area and you have paid for the medical 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 the LIFE Executive Director for approval and reimbursement.

LIFE is only obligated to pay for urgently needed out-of-network and post stabilization care services when a) the services are pre-approved by LIFE or b) the services are not pre-approved by LIFE because 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.

If you did not pay for the services and are later billed, contact your LIFE Provider, and 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, LIFE will not be responsible for the charges.

## **Eligibility/Enrollment**

If you meet the eligibility requirements as set forth in Appendix A and want to enroll, you must sign the enrollment agreement and agree to abide by the conditions of the LIFE Program, as explained in this agreement. Your LIFE Provider must give you care that meets your needs across all care settings, 24 hours a day, every day of the year. Your LIFE Provider must establish a written care plan that makes sure your care is appropriately provided to you. You will be expected to actively participate and comply with your care plan.

Your effective date of enrollment will be the first day of the calendar month following the date you sign the Enrollment Agreement.

**Note:** *Individuals currently enrolled in any other Medical Assistance or Medicare Program must be disenrolled from that program before they can enroll with LIFE, so your LIFE Provider can effectively coordinate your care. **Potential enrollees may not enroll or disenroll from 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 are agreeing 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 hospice benefit, you will be considered to have voluntarily disenrolled from LIFE.

## **Participants Without Medicare Coverage at the Time of Enrollment**

A participant who becomes eligible for Medicare after enrollment must obtain all Medicare coverage (Parts A and/or B, and Part D) through your LIFE Provider to remain in the LIFE Program. If you are enrolled as a Medical Assistance only or private pay participant and become eligible for Medicare after enrollment, 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 and/or a phone call and apprised of eligibility status and your options. You will be provided with a 60-day advance notice of your ability to opt out of LIFE if you do not wish your Medicare services to be administered by the LIFE Program.

### **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.
- That 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/Appeal Procedure section for more information)

### **Final Approval and Enrollment**

If you decide to join LIFE, your LIFE Provider will ask you to sign this Enrollment 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 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.

## 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. If you enroll into another Medicare plan, that will be considered a voluntary disenrollment from the LIFE Program. 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 termination 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 H), which will indicate that you will no longer be entitled to services through LIFE. You may voluntarily disenroll from LIFE without cause at any time. Your disenrollment will be effective the first day of the month following the date your LIFE Provider receives notice of your voluntary disenrollment. You may not enroll or disenroll from LIFE at a Social Security office.

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

Your social worker will assist you in returning to the appropriate Medicare and/or Medical Assistance Program. The Medicare or Medical Assistance Program you enroll into upon disenrollment from LIFE may not provide you with the full range of services available to you through LIFE.

### **Involuntary Disenrollment**

Your LIFE Provider can terminate your benefits, if:

- You move out of the LIFE service area or are out of the service area for more than 30 consecutive days without prior approval from your LIFE Provider.
- You consistently do not comply with your individual care plan and/or terms of this agreement and are competent to make decisions for yourself.
- You or your caregiver engage in disruptive or threatening behavior.
- 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 after a 30-day grace period.
- You no longer meet nursing facility level of care as determined by the Department and are deemed not eligible.
- The LIFE program agreement with the CMS and the Department is terminated.

- LIFE loses the contracts and/or 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 month following the month in which your 30-calendar day advance notice of disenrollment ends. Until the date enrollment is terminated, you must continue to use the LIFE organization services and remain liable for any premiums, and the LIFE organization must continue to furnish all needed services. Before disenrollment, the LIFE organization will make appropriate referrals and ensure medical records are made available to new providers within 30 calendar days, and work with CMS and the Department or the Department's designee to reinstate you in other Medicare and Medical Assistance Programs for which you are eligible.

Your involuntary disenrollment will automatically be considered an appeal.

If you are 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 Grievance/ Service Determination Requests /Appeal Procedure**

Your LIFE Provider and their staff share the responsibility for assuring that you are satisfied with the care you receive. Per federal regulations for the program, your complaints or dissatisfaction with the program are identified as grievances, and your disagreement with LIFE's decision to deny, reduce, or terminate a service, or to deny payment for a service, identified as appeals. Your grievance and/or appeal will remain confidential. Your LIFE Provider will continue to provide all required services to you during the grievance and/or appeal process. Those processes are described below.

### **Grievance Procedure**

The definition of a grievance is a complaint, either oral or written, expressing dissatisfaction with service delivery or the quality of care furnished. You are **ENCOURAGED** to express any complaints you have at the time and place any dissatisfaction occurs. 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 staff member. Give complete information so that appropriate staff can help to resolve your concern in a timely manner.
- The staff that receives your grievance will discuss with you and provide in writing the specific steps, including time frames for response, that will be taken to resolve your grievance. The grievance will be reported to the LIFE health team within 5 working days.
- If a solution is found by the staff and agreed to by you and/or your family/caregiver within 5 working days of making the grievance, the grievance is resolved.
- 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 5 working days.
- Immediately after review (but within 5 working days), a copy of a written report will be

sent to you and/or your family/caregiver.

- If you are still dissatisfied with the results, you may submit a request in writing within 30 calendar days to ask for a review by LIFE's Plan Advisory Committee (PAC).
- The PAC will send written acknowledgment of receipt of the grievance within 5 working days to you, investigate, find a solution, and take appropriate actions.
- The PAC will send you a copy of a report containing a description of the grievance, the actions taken to resolve the grievance and the basis for such action. The PAC has 30 calendar days from the day the grievance is filed with the PAC to complete its report and send it to you.

### **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, modify, or continue a service after enrollment into the LIFE Program.

For requests made after your enrollment, 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.

### **Appeal Procedure**

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, denial of enrollment, or your involuntary disenrollment from the program. Information on the appeal process will be provided to you in writing when you enroll and at least annually thereafter. You will also be notified in writing if your LIFE Provider:

- Will not cover or pay for a service that you are requesting.
- Denies, reduces, or terminates a service you already receive.
- Is denying you enrollment into LIFE.
- Is involuntarily disenrolling you from LIFE.

The notice will instruct you on how to appeal the decision if you do not agree with the decision. What you appeal determines where your appeal will be heard. You must request an appeal within 30 calendar days of the date the notice was sent to you.

***Note: Involuntary disenrollments from your LIFE Program result in an automatic appeal, which will be heard as an impartial third-party review.***

If you believe that your life, health, or ability to regain or maintain maximum function would be seriously jeopardized 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.

If you appeal:

- Confirmation of receipt of your request for appeal will be sent to you within 24 hours of receipt of your request.

- Your LIFE Provider will continue to furnish disputed services until a final determination is made under the following conditions:
  - o Your LIFE Provider is proposing to terminate or reduce services that you are currently receiving, and you have requested the continuation; and
  - o You agree that you will be liable for the costs of the disputed services if the appeal is not resolved in your favor.
- You will be notified in writing of when and where your appeal will be heard.
- You 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, a copy of the written response will be forwarded immediately to CMS and the Department. You will also be notified of any additional appeal rights you have.

## **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.

**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 in providing medical information.

**GOVERNING LAW:** the laws of the Commonwealth of Pennsylvania and applicable federal laws govern this agreement in all respects. Any provision required to be in this agreement by either of the above shall bind the LIFE Provider whether or not 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. If you must give your LIFE Provider any notice, it should be mailed 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 it may materially or adversely affect you. 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 will have to pay each month will depend on your eligibility for Medicare and/or Medical Assistance.

*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.
- **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.
- **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.
- **Medical Assistance with or without Medicare.** If you are eligible for Medical Assistance, you may not be charged any amount. \*

*\*Unless the participant is residing in a skilled nursing facility or must pay 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 to pay a premium based on whether you are considered Medicare Only or Private 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**

The late enrollment penalty is an amount that's permanently added to your Medicare drug coverage (Part D) premium. You may owe a late enrollment penalty if at any time after your Medicare Initial Enrollment Period is over, there's a period of 63 or more days in a row when you don't have Medicare drug coverage or other creditable prescription drug coverage. You'll generally have to pay the penalty for as long as you have Medicare drug coverage.

You can contact your LIFE social worker for more information about whether this applies to you.

### **Making Payments to your LIFE Provider**

While you are enrolled in LIFE, any monthly payment due will be paid directly to your LIFE Provider. Failure to pay your monthly payment to your LIFE Provider might subject you to involuntary disenrollment from the program. Your LIFE Provider will inform you of the payment procedure and how, when, and where you must make the payment (i.e., cash, check, or credit card).

## **LIFE Participant Enrollment Form**

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. As a participant, I agree to receive and/or have my health and health-related services coordinated from LIFE. I also agree to allow disclosure and information exchange about my participation with LIFE between the Centers for Medicare and Medicaid Services (CMS), its agents, the Pennsylvania Department of Human Services, the local Area Agency on Aging, and LIFE.

I understand that the benefits under this program are made possible through a special agreement that LIFE has with the Department and Medicare. I understand that when I sign this agreement, I am agreeing 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 essentially the same general benefits plus any additional services approved in my care plan. I have received, read, and agree to abide by the participant rights and responsibilities.

I understand that if I have not already 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 \_\_\_\_\_.

\_\_\_\_\_  
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

## **Appendix A. LIFE Eligibility and Enrollment Process**

### **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.

### **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 in person or tele-visits. 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/or Independent Enrollment Broker will explain that if you enroll, you must agree that all of your healthcare services will be provided and/or coordinated by LIFE, including primary care and specialist physician 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.

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 and/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

## Appendix A. LIFE Eligibility and Enrollment Process

offer enrollment before a formal medical eligibility determination has been made.

### **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 making an assessment of your needs.

### **Determination of Medical Assistance Financial Eligibility**

Medical Assistance can provide financial help to pay for LIFE program costs. The County Assistance Office (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](http://www.compass.state.pa.us). The CAO will request proof of all of 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 received all 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 (5 years). The CAO is required to make sure you received 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.

## Appendix A. LIFE Eligibility and Enrollment Process

If you are eligible for Medicare, you will continue to be responsible for maintaining your monthly Medicare Part B premium to the Social Security Administration (SSA) 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 who will pay 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 the CAO with any questions you might have regarding your Medical Assistance eligibility or your payment toward cost of care.***

You are responsible to provide 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 and/or resources by others as fraud or abuse.

## Appendix B. LIFE Participant Demographic Form

Name: \_\_\_\_\_  
(First, Middle, Last)

Address: \_\_\_\_\_  
\_\_\_\_\_, PA \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Gender Identity: Man Woman Non-binary I use a different term  
I choose not to answer Form left blank

Sexual Orientation Lesbian or gay Straight, that is, not gay or lesbian Bisexual  
I use a different term I don't know I choose not to answer Form left blank

Ethnicity: Not of Hispanic, Latino/a or Spanish Origin Puerto Rican  
Another Hispanic, Latino or Spanish Origin Mexican, Mexican American, Chicano/a  
Cuban I choose not to answer Form left blank

Race: American Indian/Alaskan Native Asian Indian Black/African American  
Chinese Filipino Japanese Korean Vietnamese Other Asian  
Native Hawaiian Samoan Guamanian or Chamorro Other Pacific Islander  
White I choose not to answer Form left blank

### **Payor Source**

1. Is the participant private 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: \_\_\_\_\_  
County # Record #

Recipient 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/payor source? Yes No

If yes, please complete:

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

Insurance ID #: \_\_\_\_\_

## Appendix B. LIFE Participant Demographic Form

### Enrollment Information

LIFE Promise Provider ID #: \_\_\_\_\_

Service Location Code: \_\_\_\_\_ H-Code: \_\_\_\_\_

Effective Date of Enrollment: \_\_\_\_\_

Service Begin Date: \_\_\_\_\_

Will an Alternate Care Setting (ACS) be used?    Yes    No

### Referral Data

1. Did the participant receive Long-Term Care Services prior to enrolling in your LIFE program?

Yes    No    If yes, where:

Community Health Choices

Nursing Facility\*

Options Program

Other \_\_\_\_\_

*\*If the nursing facility stay was greater than 60 days, the participant may be eligible for Money follows the Person (MFP).*

2. The participant was referred to LIFE from:

Independent Enrollment Broker

Self

Family Member/Caregiver

Other \_\_\_\_\_





## Appendix C. Inpatient Facilities

Name of Hospital

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Your signature below verifies that you agree to allow LIFE to be your sole service provider and that you agree to receive all services through your LIFE Provider, and when referred, by the providers listed above.**

_____ Participant Signature	_____ Date
_____ Participant Printed	
_____ Representative Signature	_____ Date
_____ Representative Printed	

## Appendix D. 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, private pay services, and/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 consider me private pay unless I voluntarily disenroll from the LIFE Program.

I understand that if my payment amount changes, I will be asked to sign an updated LIFE Monthly Premium and Payment Agreement form. I will be required to pay any monthly payments directly to my LIFE Provider. I understand that failure to pay any payments 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.

My current payment to LIFE will be: \$\_\_\_\_\_ Effective Date: \_\_\_\_\_

However, 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.

I agree to make the payment as indicated above:

\_\_\_\_\_  
Participant/Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant/Representative Printed Name

\_\_\_\_\_  
LIFE Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
LIFE Staff Printed Name

## Appendix E. 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 F. 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 (including pregnancy, sexual orientation, and gender identity).

\_\_\_\_\_ does not exclude people or treat them differently because of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity).

- 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, or sex (including pregnancy, sexual orientation, and gender identity), you can file a grievance with:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

TTY Number 711

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, \_\_\_\_\_, is available to help you.

You can also file a civil rights complaint with the 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:

## **Appendix F. Nondiscrimination Notice**

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)

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

## Appendix F. Nondiscrimination Notice

**Español Spanish:** cumple con las leyes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, origen nacional, edad, discapacidad, religión o sexo (incluido el embarazo, la orientación sexual y la identidad de género).

**繁體中文 Chinese:** 遵守適用的聯邦民權法，不因種族、膚色、國籍、年齡、殘疾、宗教或性別（包括懷孕、性取向和性別認同）而歧視。

**Tiếng Việt Vietnamese:** tuân thủ luật dân quyền Liên bang hiện hành và không phân biệt đối xử dựa trên chủng tộc, màu da, nguồn gốc quốc gia, tuổi tác, khuyết tật, tôn giáo hoặc giới tính (bao gồm mang thai, khuynh hướng tình dục và bản dạng giới).

**Русский Russian:** соблюдает применимые федеральные законы о гражданских правах и не дискриминирует по признаку расы, цвета кожи, национального происхождения, возраста, инвалидности, религии или пола (включая беременность, сексуальную ориентацию и гендерную идентичность).

**Deutsch PA Dutch:** verwillicht mit applicable Federal Bierger Rechts Gsetzt un unnerscheidt net uff de Bases vun Rass, Fareb, Land, Elder, Behinnert, Glaawe, odder Gschlecht (eigschlisse Schwangerhaft, Sexual Orientation odder Gschlecht Identity).

**한국어 Korean:** 는 해당 연방 민권법을 준수하며 인종, 피부색, 출신 국가, 연령, 장애, 종교 또는 성별(임신, 성적 취향 및 성 정체성 포함)을 근거로 차별하지 않습니다.

**Italiano Italian:** rispetta le leggi federali applicabili sui diritti civili e non discrimina in base a razza, colore, origine nazionale, età, disabilità, religione o sesso (inclusi gravidanza, orientamento sessuale e identità di genere).

**العربية Arabic:** يتوافق مع قوانين الحقوق المدنية الفيدرالية المعمول بها ولا يميز على أساس العرق أو اللون أو الأصل القومي أو العمر أو الإعاقة أو الدين أو الجنس) بما في ذلك الحمل والتوجه الجنسي (والهوية الجنسية).

**Français French:** se conforme aux lois fédérales applicables en matière de droits civils et ne fait aucune discrimination fondée sur la race, la couleur, l'origine nationale, l'âge, le handicap, la religion ou le sexe (y compris la grossesse, l'orientation sexuelle et l'identité de genre).

**Deutsch German:** hält sich an die geltenden Bürgerrechtsgesetze des Bundes und diskriminiert nicht aufgrund von Rasse, Hautfarbe, nationaler Herkunft, Alter, Behinderung, Religion oder Geschlecht (einschließlich Schwangerschaft, sexueller Orientierung und Geschlechtsidentität).

## Appendix F. Nondiscrimination Notice

**ગુજરાતી (Gujarati):** લાગુ પડતા ફેડરલ નાગરિક અધિકાર કાયદાઓનું પાલન કરે છે અને જાતિ, રંગ, રાષ્ટ્રીય મૂળ, ઉંમર, વિકલાંગતા, ધર્મ અથવા લિંગ (ગર્ભાવસ્થા, જાતીય અભિગમ અને લિંગ ઓળખ સહિત)ના આધારે ભેદભાવ કરતું નથી.

**Polski (Polish):** przestrzega obowiązujących federalnych przepisów dotyczących praw obywatelskich i nie dyskryminuje ze względu na rasę, kolor skóry, pochodzenie narodowe, wiek, niepełnosprawność, religię lub płeć (w tym ciążę, orientację seksualną i tożsamość płciową).

**Kreyòl Ayisyen (French Creole):** konfòm ak lwa federal dwa sivil federal yo epi yo pa fè diskriminasyon sou baz ras, koulè, orijin nasyonal, laj, andikap, relijyon, oswa sèks (ki gen ladan gwosès, oryantasyon seksyèl, ak idantite seksyèl).

**ខ្មែរ (Cambodian):** អនុវត្តតាមច្បាប់សិទ្ធិពលរដ្ឋសហព័ន្ធដែលអាចអនុវត្តបាន និងមិនរើសអើងលើមូលដ្ឋាននៃពូជសាសន៍ ពណ៌សម្បុរ ដើមកំណើតជាតិ អាយុ រណ្ត: ពិការភាព សាសនា ឬភេទ (រួមទាំងការមានផ្ទៃពោះ តម្រង់ទិសភេទ និងអត្តសញ្ញាណយេនឌ័រ)។

**Português (Portuguese):** está em conformidade com as leis federais de direitos civis aplicáveis e não discrimina com base na raça, cor, origem nacional, idade, deficiência, religião ou sexo (incluindo gravidez, orientação sexual e identidade de gênero).



## Appendix G. Limited English Proficiency

**ATTENTION:** If you speak another language, language assistance services, free of charge, are available to you. Call \_\_\_\_\_ (TTY: 711).

**Español Spanish:** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al \_\_\_\_\_ (TTY: 711).

**繁體中文 Chinese:** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 \_\_\_\_\_ (TTY: 711)。

**Tiếng Việt Vietnamese:** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số \_\_\_\_\_ (TTY: 711).

**Русский Russian:** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните \_\_\_\_\_ (телетайп: 711).

**Deutsch PA Dutch:** Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call \_\_\_\_\_ (TTY: 711).

**한국어 Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. \_\_\_\_\_ (TTY: 711)번으로 전화해 주십시오.

**Italiano Italian:** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero \_\_\_\_\_ (TTY: 711).

### العربية Arabic:

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1- \_\_\_\_\_ (رقم هاتف الصم والبكم: 711-\_\_\_\_).

**Français French:** ATTENTION : Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le \_\_\_\_\_ (ATS : 711).

**Deutsch German:** ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: \_\_\_\_\_ (TTY: 711).

**ગુજરાતી (Gujarati):** સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો \_\_\_\_\_ (TTY: 711).

**Polski (Polish):** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer \_\_\_\_\_ (TTY: 711).

**Kreyòl Ayisyen (French Creole):** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele \_\_\_\_\_ (TTY: 711).

## Appendix G. Limited English Proficiency

### ខ្មែរ (Cambodian):

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតល្អល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ \_\_\_\_\_ (TTY: 711)។

**Português (Portuguese):** ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para \_\_\_\_\_ (TTY: 711).



\_\_\_\_\_  
 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 Medial 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: