



A L A B A M A

A Member of Trinity Health

ENROLLMENT AGREEMENT

Mercy LIFE of Alabama, A PACE Program
Program of All-Inclusive Care for the Elderly

H4074-EnrollmentAgreementCMSApproved09/26/2019

THIS AGREEMENT BELONGS TO:

EMERGENCY NUMBER: 911

Mercy LIFE of Alabama:

TELEPHONE NUMBER: (251) 287-8420

ADDRESS: 2900 Springhill Ave, Mobile, AL 36607

EXECUTIVE DIRECTOR NAME: Kathryn Overton

PACE PHYSICIAN NAME: Ashley Weil

CLINIC SUPERVISOR: Cheryl Gibson

SOCIAL WORKER'S NAME: Lectoria Byron, Kathryn Chodkiewicz, Carolyn Irvine

PARTICIPANT'S RESPONSIBLE PARTY NAME AND PHONE NUMBER:

FOR 24 HOURS EMERGENCY SERVICES

EMERGENCY: 911

ON-CALL PHYSICIAN: 251-287-8420

FOR THE HEARING IMPAIRED

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

Mercy LIFE of Alabama Agreement

- 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.
- I understand, with the exception of emergency care, if I seek health care from a medical specialist, or provider who does not contract with Mercy LIFE of Alabama or is not approved by the Interdisciplinary Team, Mercy LIFE of Alabama will not pay the bill. I understand that I will be responsible for this expense.
- Enrollment is voluntary and a decision to enroll has no effect on eligibility for Medicaid or other benefits. I will continue to receive my Social Security, SSI checks, or benefits from pensions.
- 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.

Effective Date Of Enrollment

Month/date/year

Participant Date Of Birth

Month/date/year

Gender: F | M

Circle Choice

Mercy LIFE of Alabama Enrollment Agreement

Medicare Status (Part A or B):

Medicaid Status:

Medicare Number:

Medicaid Number:

Other Insurance (if applicable):

Print Participant Name:

Signature of Participant and Date:

Signature of Participant

Month/date/year

Print Witness Name (Mercy LIFE of Alabama Employee):

Signature of Witness and Date:

Signature of Witness

Month/date/year

Print Family Member or Legal Guardian Name (if applicable):

Signature of Family Member or Legal Guardian and Date:

Signature of Family Member or Legal Gaurdian

Month/date/year

Participant Name:

Mercy LIFE of Alabama Statement of Understanding

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:

- 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 in regards to hours, days of attendance.
- I agree my family/ and or representative will make all attempts to attend medical appointments as scheduled by the clinic.
- Physicians 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 Doctor and other specialists if they are not in the Mercy LIFE of Alabama Plan.
- 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 and 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 enrollment in PACE results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit.
- 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 give permission for the exchange of information regarding my care between Mercy LIFE of Alabama, Centers for Medicare and Medicaid Services (CMS), and Alabama Medicaid Agency.
- A decision to enroll has no effect on eligibility for Medicaid or other benefits. I will continue to receive my Social Security, SSI checks, or benefits from pensions.
- I understand that I may not enroll or disenroll from PACE at a Social Security Office.
- Additional details are described in the Enrollment Agreement, which will be reviewed with me prior to enrollment in Mercy LIFE of Alabama.

Signature of Potential Participant and Date:

Signature of Potential Participant

Month/date/year

Signature Enrollment/Marketing Staff Mercy LIFE of Alabama and Date:

Signature Enrollment/Marketing Staff Mercy LIFE of Alabama

Month/date/year

Signature of Family Member or Legal Guardian Name:

Signature of Family Member or Legal Gaurdian

Month/date/year

Mercy LIFE of Alabama CONSENT FORM

Participant Name and Date of Birth:

Participant Name

Date of Birth Month/date/year

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

Please Initial

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.

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 physician is unavailable, I authorize treatment by a licensed emergency room physician. I understand that Mercy LIFE of Alabama staff will make a reasonable effort to contact my physician and responsible party.

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: _____

Please Initial

Address: _____

Phone (Home): _____ (Cell) _____

Name: _____

Address: _____

Phone (Home): _____ (Cell) _____

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

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.

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.

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 the responsibility of me and my family 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, hoist 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.

Please Initial

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.

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.

Please Initial

10. Acknowledge of Receipt of the State and Federal Participant Rights and Responsibilities.

I acknowledge that I have received a copy of the State and Federal Participants Rights and Responsibilities.

I understand that I am not required to agree to any of these privacy authorizations as a condition of treatment, payment, enrollment in Mercy LIFE of Alabama or eligibility for benefits. I understand that these privacy authorizations will expire twelve month after I am disenrolled from Mercy LIFE of Alabama.

Please Initial

I understand that most people who will 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.

Name of Participant:

Authorized Signature and Date:

Authorized Signature

Month/date/year

Mercy LIFE of Alabama Representative and Date:

Mercy LIFE of Alabama Representative

Month/date/year

A copy of this signed consent form must be given to the Participant or Participant’s Authorized Representative. Another copy must be placed in the Participant’s file.

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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, Alabama Medicaid Agency and (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 age 55 and older who prefer not to move into a nursing home, but whose medical problems make it impossible for them to stay at home without help from doctors, nurses, social workers and other caregivers. Mercy LIFE of Alabama is a PACE program which is a national model of healthcare service called Program of All-Inclusive Care for the Elderly. In fact, the health plan is specially designed to offer an alternative to institutional living to those seniors who live in 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 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. In order to decide what services are most important to help you remain at

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

B. A Single Source for All Services

As a Mercy LIFE 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, your family and your caregivers.

C. Your Own Personal Physician

Once you enroll in Mercy LIFE of Alabama, you will have a personal primary care physician. This physician will become your personal doctor. As a member of your team, your doctor 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 and the Alabama Medicaid Agency and 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 as long as you participate in the health plan. Unless it is an emergency, you should not receive services from any other doctors or medical providers unless those services are approved and arranged by your Mercy LIFE of Alabama Interdisciplinary Team. Emergency, urgently and post-stabilization care is covered out of network. Please note that you will have personal liability for services that are out of network and 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 other services not received at the Center)
- Exercise and rehabilitation
- Instruction to prevent illness and disability
- Personal care such as bathing, hair and nail care, dressing, grooming, and toileting

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

- Routine care
- Physical examinations
- Immunizations
- Preventive health care
- Specialists care
- Consultation
- Primary Care providers
- 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. Urgent needed care outside service area

Urgent care means the care provided to you when you are outside of the PACE service area and you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life

or function is not in 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 views 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 physician.

13. Vision Care

- Examinations
- Treatments
- Eye Glasses
- 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

The following nursing home care costs are not covered by Mercy LIFE of Alabama: a private room and private duty nurse, unless medically necessary and non-medical items for personal conveniences such as telephone charges and radio or television rental (unless specifically authorized by the Interdisciplinary Team as part of the plan of care and they are deemed medically necessary).

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 included under hospital care are: private room and private duty nursing, unless medically necessary and non-medical items for your personal convenience, such as telephone charges and radio or television rental.

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 is provided

H. Home Health

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

IV. Service Exclusions and Limitations

I. Other services determined necessary by the Interdisciplinary Team to improve and maintain the participant's overall health status. IV. Service Exclusions and Limitations

A. Any service which has not been authorized by the Interdisciplinary Team, unless for emergency care. If you or your representative disagrees with the Interdisciplinary Team's decision not to authorize an item or service, you have the right to appeal. Refer to section XV, for a description of the Appeal process.

B. Services rendered in a non-emergency setting or for a non-emergency reason without Mercy LIFE of Alabama's authorization. Mercy LIFE of Alabama will allow coverage of services that are not pre-approved for urgently needed out-of-network services where Mercy LIFE of Alabama did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval.

C. In an inpatient facility, private room and private duty nursing services (unless medically necessary), and nonmedical items for personal convenience such as telephone charges and radio or television rental (unless specifically authorized by the Interdisciplinary Team as part of the plan of care).

D. Any unauthorized service which is not with a Mercy LIFE of Alabama contracted provider to include MD's and Hospitals

E. Experimental medical, surgical, or other health procedures.

F. Cosmetic surgery unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following cancer surgery.

G. Any services rendered outside of the United States **excluding the following:**

In accordance with §424.122 and §424.124 of the Code of Federal Regulations Title 42, and as permitted under the States approved Medicaid plan.

See Guidelines below

- The United States is defined as the 50 states of the U.S., the District of Columbia, and the U.S. territories (Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands). "OUTSIDE OF THE UNITED STATES." means anywhere other than these places.
- In the event that a Canadian or Mexican hospital is closer than a U.S. hospital Mercy LIFE of Alabama may pay for certain types of health care and services. This may occur if and only if the Canadian or Mexican hospital is closer or easier to get to than any hospital in the U.S.
- In the event a participant is in the U.S. and has a medical emergency and a Canadian or Mexican hospital is closer or easier to get to than the nearest U.S. hospital that can treat the emergency, Mercy LIFE of Alabama may pay for the services.
- If the participant is crossing through Canada without delay on the most direct route between Alaska and another state and the participant has a medical emergency Mercy LIFE of Alabama may pay for the services. In this situation "most direct" route means that the main purpose of the participants travel through Canada is to get from one part of the U.S. to another.

- In the event a participant is **OUTSIDE OF THE UNITED STATES** in one of the above circumstances the following services are covered:
 - **Inpatient Hospital Care**
 - **Doctors Services.** Services that are covered while having an inpatient stay. If a doctor's services are outside of the hospital Mercy LIFE of Alabama may not pay for these services. Mercy LIFE of Alabama may pay for these services if a participant receives these services on the same day they were admitted to the hospital and the services are for the same condition for which the participant was admitted to the hospital.
 - **Ambulance Services.** These are services to get a participant to the hospital in an emergency situation. Mercy LIFE of Alabama will only cover ambulance services for the trip to the hospital if they are admitted to the hospital. Return trips are not covered.

V. Services Outside the Mercy LIFE of Alabama Health Plan Service Area

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

Emergency services that are furnished by a qualified emergency service provider, in the event that services are needed immediately because of an injury or sudden illness, do not need any prior authorization. Any services you receive outside of the health plan service area, other than emergency services, must be authorized by the Interdisciplinary Team. Mercy LIFE of Alabama will not be responsible for paying for the services not authorized by the Interdisciplinary Team. Mercy LIFE of Alabama will allow coverage of services that are not pre-approved for urgently needed out-of-network services where Mercy LIFE of Alabama did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval.

Services received **Outside the United States** are not covered by Mercy LIFE of Alabama excluding the following: In accordance with §424.122 and §424.124 of the Code of Federal Regulations Title 42 and as permitted under the States approved Medicaid plan. See Section IV Service Exclusion and Limitations

If you remain outside the service area for 30 days or more, you will be automatically disenrolled from Mercy LIFE of Alabama, unless arrangements have been made with your Interdisciplinary Team.

VI. 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 days a year. The doctor 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 physician 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.

VII. 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.

Emergency Services include inpatient or outpatient services furnished immediately in or outside of the service area because of an emergency medical condition.

If you have an emergency medical condition and require ambulance transport services please call “911” which is the emergency response system.

After you have used the “911” emergency response system, you or your family must notify Mercy LIFE of Alabama as soon as reasonably possible. The Mercy LIFE of Alabama physician, who is familiar with your medical history, will work with the emergency service providers in following up on your care and transferring your care to a Mercy LIFE of Alabama contracted provider when your medical condition is stabilized.

Emergencies When You Are Out of the Service Area

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 area, 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.

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.

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

However, if you receive any medical care or covered services as described in this handbook outside of the United States, Mercy LIFE of Alabama will not be responsible for the charges excluding the following:

In accordance with §424.122 and §424.124 of the Code of Federal Regulations Title 42 and as permitted under the States approved Medicaid plan. 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.

VIII. 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.

Mercy LIFE of Alabama Service Area

| | | | | |
|-------|-------|-------|-------|-------|
| 36502 | 36528 | 36560 | 36578 | 36608 |
| 36505 | 36530 | 36561 | 36579 | 36609 |
| 36507 | 36532 | 36562 | 36580 | 36610 |
| 36509 | 36535 | 36564 | 36582 | 36611 |
| 36511 | 36541 | 36567 | 36587 | 36612 |
| 36521 | 36542 | 36571 | 36602 | 36613 |
| 36522 | 36544 | 36572 | 36603 | 36617 |
| 36523 | 36549 | 36574 | 36604 | 36618 |
| 36525 | 36550 | 36575 | 36605 | 36619 |
| 36526 | 36551 | 36576 | 36606 | 36693 |
| 36527 | 36559 | 36577 | 36607 | 36695 |

C. Are 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 Mercy LIFE of Alabama Enrollment Agreement

IX. 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. 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. In order to determine if you meet the Nursing Facility Level of Care criteria one of Mercy LIFE of Alabama's Registered Nurses who has 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 approve 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 other members of the Interdisciplinary Team who may also 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 enroll, you must agree to receive your entire covered medical and health care from Mercy LIFE of Alabama (this is called a “lock-in” provision). Unless it is an emergency or urgent care, you should not receive services from any other doctors or medical providers unless those services are approved and arranged by your Mercy LIFE of Alabama Interdisciplinary Team or you may be liable for the cost those services. Emergency, urgent and post-stabilization care is 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 significant other, 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 significant other will meet with the Enrollment Specialist. During this preliminary enrollment meeting you will review 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, which incorporates plans for family involvement. 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 Enrollment Agreement. A Sticker with Mercy LIFE of Alabama's emergency telephone number to post in your home 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 card with Mercy LIFE of Alabama's emergency telephone numbers to carry with you.

In the event that you are not qualified for the level of care provided by Mercy LIFE of Alabama, you will not be able to enroll in this health plan. 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. 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

X. 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.
- **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 your care plan calls for a move to a Long-Term Care Facility/Nursing Home or an Assisted Living Facility, the Participant may have a cost liability.
- If a Medicaid-only or private pay PACE participant becomes eligible for Medicare after enrollment in PACE, he or she will be disenrolled from PACE if he or she elects to obtain Medicare coverage other than from his or her PACE Organization.

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

XI. Termination of Benefits

Your benefits under Mercy LIFE of Alabama are discontinued, if you choose to disenroll from the health plan (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). The effective date of termination of benefits is midnight of the last day of the month.

Mercy LIFE of Alabama will continue to be responsible for your care and you will need to continue paying your usual monthly fee, if you have one, until the termination becomes effective. It usually takes 15-45 days to return to the Medicaid system.

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. Mercy LIFE of Alabama requests that you sign a Disenrollment Form prior to the date of your disenrollment. This form will indicate that you “will no longer be entitled to service through Mercy LIFE of Alabama after midnight of the last day of the month.”

Effective Date: A participant’s voluntary disenrollment is effective on the first day of the month following the date the PACE organization receives the participant’s notice of voluntary disenrollment.

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.

Effective Date: A participant’s involuntary disenrollment occurs after the PACE organization meets the requirements set forth in this section and is effective on the first day of the next month that begins 30 days after the day the PACE organization sends notice of the disenrollment to the participant.

Reasons you may be required to disenroll:

1. You will be disenrolled if you move out of the Mercy LIFE of Alabama service area.
2. You will be disenrolled if you are capable of making decisions and continue to refuse services or are unwilling to follow your individual plan of care or the rules of participating in Mercy LIFE of Alabama.
3. The participant, after a 30-day grace period, fails to pay or make satisfactory arrangements to pay any premium due the PACE organization.
4. The participant, after a 30-day grace period, fails 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, as permitted under §§460.182 and 460.184.
5. You are out of the Mercy LIFE of Alabama service area for more than 30 days, without prior approval from the “Interdisciplinary Team.”
6. The participant or the participant’s caregiver engages in disruptive or threatening behavior, as described in paragraph (c) of this section.
 - (c) Disruptive or threatening behavior. (1) For purposes of this section, a participant who engages in disruptive or threatening behavior refers to a participant who exhibits either of the following:
 - (i) A participant whose behavior jeopardizes his or her health or safety, or the safety of others; or
 - ii) A participant with decision-making capacity who consistently refuses to comply with his or her individual plan of care or the terms of the PACE enrollment agreement.
7. Mercy LIFE of Alabama loses the contracts and/or licenses enabling it to offer health care services.
8. The participant is disenrolled if they do not meet the Nursing Facility Level of Care and “are not deemed eligible”.

9. If a Medicaid-only or private pay PACE participant becomes eligible for Medicare after enrollment in PACE, he or she will be disenrolled from PACE if he or she elects to obtain Medicare coverage other than from his or her PACE organization.

10. Enrollment in PACE results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit. Electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling as a PACE participant is considered a voluntary disenrollment from PACE.

If 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 end of the month of your disenrollment.

Once again, please note that involuntary disenrollment requires approval from the Alabama Medicaid Agency. The effective date of termination of benefits is midnight of the last day of your covered month. You are required to use Mercy LIFE of Alabama's services until termination becomes effective. Mercy LIFE of Alabama staff will assist you in coordinating your reinstatement into Medicare and or Medicaid insurance unless you prefer to do this yourself.

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

XII. 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.

XIII. Participant's Bill of Rights and Responsibilities

These are your PACE Participant Bill of Rights

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

The Program of All-inclusive Care for the Elderly, also called PACE, is a special program that combines medical and long-term care services in a community setting.

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

You have the right to be treated with dignity and respect.

You have the right to be treated with dignity and respect at all times, be afforded privacy and confidentiality in all aspects of care and be provided humane care. To have all of your care kept private, and to get compassionate, considerate care. You have the right:

- To get all of your health care in a safe, clean environment.
- To be free from harm. This includes 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 or to prevent injury.
- To be encouraged to use your rights in the Mercy LIFE of Alabama 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 Mercy LIFE of Alabama staff about changes in policy and services you think should be made.
- To use a telephone while at the Mercy LIFE of Alabama Center.
- To not have to do work or provide services for the Mercy LIFE of Alabama program.
- To have reasonable and timely access to specialists as indicated by the participant's health condition and consistent with current clinical practice guidelines.
- To receive necessary care in all care settings, up to and including placement in a long-term care facility when the PACE organization can no longer provide the services necessary to maintain the participant safely in the community.
- 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 a right to protection against discrimination.

You have the right not to be discriminated against in the delivery of required PACE services. 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:

- Ethnicity
- National origin
- Religion
- Age
- Sex
- Sexual orientation
- Mental or physical disability
- 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 Mercy LIFE of Alabama 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 Mercy LIFE of Alabama 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 Mercy LIFE of Alabama rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- To get a written copy of your rights from the Mercy LIFE of Alabama program.
- The Mercy LIFE of Alabama 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 Mercy LIFE of Alabama program. This includes telling you which services are provided by contractors instead of the Mercy LIFE of Alabama staff. You must be given this information before you join, at the time you join, and when there is a change in services, and when you need to make a choice about what services to receive.
- To look at, or get help to look at, the results of the most recent review of your Mercy LIFE of Alabama program. Federal and State agencies review all PACE programs. You also have a right to review how the Mercy LIFE of Alabama 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 within the Mercy LIFE of Alabama program's network and to get quality health care. You have the right to choose your primary care physician and specialist from Mercy LIFE of Alabama network. Women have the right to get services from a qualified specialist for women's health services to furnish routine or preventive women's health care services. You have the right to disenroll from Mercy LIFE of Alabama program at any time

You have a right to access emergency services.

You have the right to get emergency services when and where you need them without the Mercy LIFE of Alabama 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.

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 Mercy LIFE of Alabama program, help you create an advance directive. 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. It is also recommended that you give a copy of the advance directive to Mercy LIFE of Alabama and your attorney.
- 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 fully informed of your health and functional status by the Mercy LIFE of Alabama team.
- 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 as protected under State and Federal laws. You also have the right to look at and receive copies of your medical records and request changes to those records.

You have the right of confidential treatment of all information contained in the health record and any electronic records. Be assured that your written consent will be obtained for release of information to people not authorized under law to receive it. The written consent will limit the degree of information and the persons to whom the 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.

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 the Mercy LIFE of Alabama program. You have the right to a fair and timely process for resolving concerns with the Mercy LIFE of Alabama program. You have the right:

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to Mercy LIFE of Alabama staff and outside representatives of your choice including the Alabama Medicaid Agency or the Office of the Ombudsman (1-877-582-6995). You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
- To grieve any treatment decision by the Mercy LIFE of Alabama program, staff, or contractors to an outside source, including the Alabama Medicaid Agency.

You have a right to leave the program.

If, for any reason, you do not feel that Mercy LIFE of Alabama program is what you want, you have the right to leave the program at any time.

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 out of the service area.
- Notify Mercy LIFE of Alabama in writing when you wish to initiate the disenrollment process.
- Pay required monthly fees as appropriate.
- Treat our staff with respect and consideration.
- Do Not ask staff to perform tasks that they are prohibited from doing by Mercy LIFE 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 have a length of absence, longer than 30 days, from the service area.

XIV. 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. If you do not speak English, a staff member or volunteer who speaks your language will facilitate the grievance process.

A. Definition: A grievance is defined as a written or oral expression of dissatisfaction with service delivery or quality of care furnished.

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. You can discuss your concerns or send a letter to the Social Worker, Center Director or the Executive Director. Give complete information so that appropriate staff can help to resolve your concern in a timely manner.

B. 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 Assurance Coordinator to coordinate any further investigation and required action, as well as report the complaint at the appropriate Interdisciplinary Team meeting.

C. The Director of Operations and or Quality Assurance Coordinator will provide a written acknowledgment of the grievance and response as to the status of the grievance to you or your representative within ten (10) working days of Mercy LIFE of Alabama receiving grievance.

D. If a solution is found by the staff and agreed upon by you or your representative within thirty (30) calendar days, the grievance will be considered resolved.

Mercy LIFE of Alabama Grievance Review External Options:

Any participant who completes the grievance process or who has participated in the process for at least twenty (30) days and is still dissatisfied 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
P O Box 5624
501 Dexter Avenue
Montgomery, Al 36103-5626
(334) 242-5741

XV. Appeal of Coverage and Payment Denials

You Have a Right to Appeal. You have a right to appeal any treatment decisions made by Mercy LIFE of Alabama or contracted providers, including decisions not to authorize or pay for items and services which you believe are covered by Mercy LIFE of Alabama.

Who May File An Appeal?

You or someone you name to act for you (your authorized representative) may file an appeal. You can name a relative, friend, advocate, attorney, doctor, or someone else to act for you.

You can call Mercy LIFE of Alabama at (251) 287-8420 to learn how to name your authorized representative. If you have a hearing or speech impairment, please call the TTY number 1- 855-212-1552.

If you want someone to act for you, you and your designated representative must sign, date and send us a statement naming that person to act for you.

There Are Two Kinds of Appeals You Can File

Standard (30 days) - You can ask for a standard appeal. We must give you a written decision no later than thirty (30) days after we get your appeal.

Expedited (72-hour review) - You can request an expedited (fast) appeal if you believe that your health could be seriously harmed by waiting too long for a decision. We must decide on an expedited appeal no later than 72 hours after we receive your appeal. We may extend this time by up to fourteen (14) days if you request an extension or if we demonstrate to the State the need for additional information, the need for the extension 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 or present this information in person if you wish.

How Do I File An Appeal?

For a Standard Appeal: You or your authorized representative should mail or deliver your written appeal to the address below:

Mercy LIFE of Alabama

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

For a Fast Appeal: you or your authorized representative should 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.

What Happens Next?

If you appeal, we will review our decision. We will also appoint an appropriately credentialed and impartial third party, who was not involved in the original action and who does not have a stake in the outcome of the appeal, to review your appeal.

All appeal information will be kept confidential. After we review this decision, if any of the services or items you requested are still denied, additional appeal rights under Medicaid and Medicare are available.

Additional Appeal Rights Under Medicaid Or Medicare

If we do not make a decision on your appeal that is in your favor, you have additional appeal rights. Your request to file an external appeal can be made either verbally or in writing. The next level of appeal involves a new and impartial review of your case through either the Medicare, Medicaid or the State Administrative Review Process. The Medicare program contracts with an "independent review organization" 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. If you are not sure which program you are enrolled in, ask us. The Medicare, Medicaid and Alabama Medicaid Agency 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.

Medicaid Fair Hearing Process:

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

Medicare External Appeals Process:

(Cannot be used for Denials of Enrollment or Involuntary Disenrollment appeals)

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 organization (IRO) for you. The IRO will contact us with the results of their review. The IRO will either uphold our original decision or rule in your favor. Medicare beneficiaries may appeal through the external review entity under contract with CMS for all appeals except those pertaining to enrollment denials and involuntary disenrollments.

Medicare has an expedited and a standard external appeals process. You can request an expedited external appeal if you believe your health would be jeopardized by not receiving a specific service. In an expedited external appeal, we will send your case file to the IRO as quickly as your health requires. The IRO must give us a decision within 72 hours after they receive the appeal. If the IRO asks for more time to review the appeal, they must give us their decision within fourteen (14) calendar days.

You can request a standard appeal if we deny your request for non-urgent services or for nonpayment of a claim. For a standard external appeal, you will get a decision no later than thirty (30) days after you request the appeal.

If the IRO's decision is in your favor and you have requested a service that you have not received, we must give you the service as quickly as your health condition requires. If you have requested payment for a service that you have already received, we must pay for the service.

If this was an expedited appeal and the IRO's decision is in your favor we must give you the service as quickly as your health condition requires.

Contact Information:

If you need information or help, call us at: (251) 287-8420
1-800-MEDICARE (1800-633-4227) 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. This appeal process is also for those Medicare only eligible persons appealing a denial of enrollment or an involuntary discharge.

Administrative Review Process:

Alabama Medicaid Agency

PACE Program Unit

PO Box 5624

501 Dexter Ave.

Montgomery, AL 36103-5624

(334) 242-5000

XVI. 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 other services. You will be reinstated back into the traditional fee-for-service Medicaid or Medicare programs, if 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 § 42 CFR, Part 460 and CRS 25.5-5-412. Any provision required to be in this Contract by the above will bind Mercy LIFE of Alabama whether or not set forth herein, and any provision of the Contract which, on its effective date, is in conflict with Alabama or federal law is hereby amended to conform to the minimum requirements of such statutes.

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.

Tuberculosis Testing. A 2 step Mantoux tuberculosis skin test or a chest x-ray that specifically states absence of TB may be required prior to enrollment.

Waiver of Conditions for Care. If you do not meet certain conditions to receive a particular service, Mercy LIFE of Alabama reserves the right to waive such conditions if we determine that you could medically benefit from receiving that service. However, if we do waive a condition for you in one instance, this does not mean that we are obligated to waive that condition or any other condition for you on any other occasion

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 services, except in the case of an emergency, will 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.

XVII. 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 be meet the Nursing facility level or care to be accepted as a participant in Mercy LIFE of Alabama, you may receive those services in the home instead of in a Nursing Facility. Mercy LIFE of Alabama’s goal is to maintain your independence in the community as long as it is medically and socially feasible.

“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:

- (1) Placing the members health in serious jeopardy
- (2) Serious impairment to bodily functions or
- (3) 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 included in this plan. For example, non-emergency services received without authorization by the Mercy LIFE of Alabama team are excluded from coverage. You would have to pay for any such unauthorized services.

“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 Physician, Masters level Social Worker, Registered Nurse, Home Care Coordinator, Clinic Coordinator, Center Manager, Transportation Director, Physical, Speech, Recreational and Occupational Therapists, Dietitian, and health workers. They will assess your medical, functional and psycho social 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. Periodic reassessment of your needs will be done by the team, and changes in your treatment plan may occur.

“Mercy LIFE of Alabama” A comprehensive Health Care Program for the Elderly sponsored by Trinity-Health.

“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.

“Medically necessary” means medical or surgical treatments provided to a participant by a provider of the plan which are: (a) appropriate for the symptoms and diagnosis or treatment of a condition, illness or injury; (b) in accordance with accepted medical and surgical practices and standards prevailing at the time of treatment; and (c) not for the convenience of the participant or a provider of the plan.

“Monthly Fee” means the amount you must pay each month in advance 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 governmental 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 the following zip codes:

Mercy LIFE of Alabama Service Area

| | | | | |
|-------|-------|-------|-------|-------|
| 36502 | 36528 | 36560 | 36578 | 36608 |
| 36505 | 36530 | 36561 | 36579 | 36609 |
| 36507 | 36532 | 36562 | 36580 | 36610 |
| 36509 | 36535 | 36564 | 36582 | 36611 |
| 36511 | 36541 | 36567 | 36587 | 36612 |
| 36521 | 36542 | 36571 | 36602 | 36613 |
| 36522 | 36544 | 36572 | 36603 | 36617 |
| 36523 | 36549 | 36574 | 36604 | 36618 |
| 36525 | 36550 | 36575 | 36605 | 36619 |
| 36526 | 36551 | 36576 | 36606 | 36693 |
| 36527 | 36559 | 36577 | 36607 | 36695 |

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

“**Share of Cost**” refers to the amount of health care expenses a recipient must incur each month before Medicaid begins to provide assistance. “Share of Cost” is sometimes called “income spend down”. Mercy LIFE of Alabama participants must pay monthly share of cost, if applicable.