



Trinity Health

PACE

LIFE

New Jersey

ENROLLMENT AGREEMENT

Revision Date: January 2023

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

THIS AGREEMENT BELONGS TO:

TRINITY HEALTH LIFE NEW JERSEY TELEPHONE NUMBER:
(856) 675-3355

TRINITY HEALTH LIFE NEW JERSEY ADDRESS:
2475 McClellan Avenue Pennsauken, New Jersey 08109

TRINITY HEALTH LIFE NEW JERSEY CENTER DIRECTOR:
Sister Marge Sullivan, OSF; Executive Director

TRINITY HEALTH LIFE NEW JERSEY PACE PHYSICIAN:
Dr. Rengena Chan-Ting, DO

TRINITY HEALTH LIFE NEW JERSEY SOCIAL WORKERS:
Jacqueline Roletter
Megan Clark
Michelle Lim
Stephanie Potter
Hilary Rives

24-HOUR EMERGENCY SERVICES

CALL THE ON-CALL PHYSICIAN:
(856) 675-3355

HEARING IMPAIRED, CALL THE NJ RELAY OPERATOR:
1 (800) 659-2656

In an EMERGENCY dial: 911

Trinity Health LIFE New Jersey Enrollment Agreement

- I have received, read and understand Trinity Health LIFE New Jersey's Enrollment Agreement, which explains the coverage, terms and conditions of participation.
- I agree to participate in the Trinity Health LIFE New Jersey Program according to the terms and conditions in the Trinity Health LIFE New Jersey'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 Trinity Health LIFE New Jersey.
- I understand, with the exception of emergency care, if I seek health care from a medical specialist, or provider who does not contract with Trinity Health LIFE New Jersey or is not approved by the interdisciplinary team, Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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

Trinity Health LIFE New Jersey 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 (Trinity Health LIFE New Jersey 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 Guardian

Month/date/year

Participant Name:

Statement of Understanding

The services available through Trinity Health LIFE New Jersey have been explained to me in an initial presentation by Trinity Health LIFE New Jersey Enrollment and Marketing staff, on _____

Specifically, I understand that:

- The Enrollment Specialist who explained this program to me is an employee of Trinity Health LIFE New Jersey and does not represent any city, state or federal agency.
- I agree to comply with the care plan as explained to me concerning 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 Trinity Health LIFE New Jersey will manage all my health problems, including hospital and nursing home care.
- I agree to take the medication as prescribed by the Trinity Health LIFE New Jersey Physician.
- I agree to change my Primary Care Physician and other specialists if they are not in the Trinity Health LIFE New Jersey Plan.
- I understand that staff employed by Trinity Health LIFE New Jersey will provide personal care and meals in my home if needed. 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, and In Home Service Coordinator.
- I understand that enrollment in Trinity Health LIFE New Jersey is voluntary and I can disenroll from Trinity Health LIFE New Jersey if I want to for any reason.
- I understand that enrollment in LIFE 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 LIFE participant is considered voluntary disenrollment from LIFE.
- I give permission for the exchange of information regarding my care between Trinity Health LIFE New Jersey, Centers for Medicare and Medicaid Services (CMS), and New Jersey Department of Human Services.
- I understand that 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 LIFE at a Social Security Office. Additional details are described in the Enrollment Agreement, which will be reviewed with me prior to enrollment in Trinity Health LIFE New Jersey.

Signature of Potential Participant and Date:

Signature of Potential Participant

Month/date/year

Signature Enrollment Staff and Date:

Signature Enrollment Staff

Month/date/year

Signature of Family Member or Legal Guardian Name:

Signature of Family Member or Legal Guardian

Month/date/year

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TRINITY HEALTH LIFE NEW JERSEY

Enrollment Agreement

Important Notice - The health plan benefits provided through Trinity Health LIFE New Jersey are made possible through contracts Trinity Health LIFE New Jersey has with Medicaid and Medicare under New Jersey's Department of Human Services (NJDHS) and the U.S. 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 Trinity Health LIFE New Jersey, and you will no longer be able to obtain services from other doctors or medical providers under the traditional fee-for-service or Medicare and Medicaid system. Trinity Health LIFE New Jersey 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 TRINITY HEALTH LIFE NEW JERSEY

Trinity Health LIFE New Jersey 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. Trinity Health LIFE New Jersey is a PACE program which is a national model of healthcare services 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 Camden County and are eligible for nursing home placement.

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

Trinity Health LIFE New Jersey has an agreement with Centers for Medicare and Medicaid Services and the New Jersey Department of Human Services 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 TRINITY HEALTH LIFE NEW JERSEY HEALTH PLAN

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

Trinity Health LIFE New Jersey 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.

Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey, you will be assigned 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. Exclusive Benefits and Service Provision

Once you have enrolled in Trinity Health LIFE New Jersey, you agree to receive services exclusively from Trinity Health LIFE 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 Trinity Health LIFE New Jersey Interdisciplinary Team.

III. SERVICE AND COVERAGE

There are many kinds of services provided by Trinity Health LIFE New Jersey. Your Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey in the Center and the Community

1. In the LIFE Day Center (Monday through Friday)
 - Lunch and snacks
 - Recreational activities
 - Transportation, and when appropriate with an escort
 - 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 including clinic visits on site as well as in the community with the Trinity Health LIFE New Jersey physician, nurse practitioner 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
 - 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 LIFE service area and you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life or function is not in severe jeopardy
 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 Trinity Health LIFE New Jersey are obligated to pay. They are non-Trinity Health LIFE New Jersey services that 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 Trinity Health LIFE New Jersey 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 the participant. 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 assessment of 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
- Home delivered meals
- 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 Trinity Health LIFE New Jersey:

- **Private room and private duty nurse, unless medically necessary**
- **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, Trinity Health LIFE New Jersey has contracts with the hospitals in the Camden County area. If continued care is needed following discharge, Trinity Health LIFE New Jersey arranges for admission to a skilled nursing facility in the local area.

- Hospital Inparticipant 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
- Radiation therapy
- Blood, blood plasma, blood factors and blood derivatives
- Substance Abuse
- Drugs and biologicals
- Medical social services and discharge planning

The following hospital care costs are not covered by Trinity Health LIFE New Jersey:

- **Private room and private duty nurse, unless medically necessary**
- **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).**

E. Hospital Outpatient:

- Lab, x-ray, medical equipment, surgical services, and substance abuse.

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

I. Other services determined necessary by the IDT 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, except 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 Trinity Health LIFE New Jersey's authorization. Trinity Health LIFE New Jersey will pay for coverage of services that are not pre-approved for urgently needed out-of-network services where Trinity Health LIFE New Jersey did not respond to a request for approval within one hour after being contacted or could not 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. Experimental medical, surgical, or other health procedures.

E. 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.

F. 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 the U.S." means anywhere other than these places.
- In the event that a Canadian or Mexican hospital is closer than a U.S. hospital Trinity Health LIFE New Jersey 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.
- 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 Trinity Health LIFE New Jersey 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 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 Trinity Health LIFE New Jersey may not pay for these services. Trinity Health LIFE New Jersey 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. Trinity Health LIFE New Jersey will only cover ambulance services for the trip to the hospital if they are admitted to the hospital. Return trips are not covered.
- **Services Outside** the Trinity Health LIFE New Jersey Health Plan Service Area. Before you leave the Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey physician.

V. SERVICES OUTSIDE THE TRINITY HEALTH LIFE NEW JERSEY HEALTH PLAN SERVICE AREA

Any services you receive out of town must be authorized by the Interdisciplinary Team. Trinity Health LIFE New Jersey will not be responsible for paying for the services not authorized by the Interdisciplinary Team. Trinity Health LIFE New Jersey will allow coverage of services that are not pre-approved for urgently needed out-of-network services where Trinity Health LIFE New Jersey did not respond to a request for approval within one hour after being contacted or could not be contacted for approval.

Services received outside the United States are not covered by Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey, 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 or nurse practitioner and receive advice or treatment for an injury or onset of a serious illness that simply cannot wait until regular clinic hours. Please follow the instructions outlined below for After Hours Home Care.

When you need care after hours, there will always be a doctor and nurse practitioner 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 Trinity Health LIFE New Jersey, 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.

If the physician or nurse practitioner believes you need to go to the hospital, he or she will call the ambulance for you.

For after-hours care, call Trinity Health LIFE New Jersey at (856) 675-3355 and the answering service will contact the physician for you. The telephone number is listed on your membership card. For the hearing impaired, call the New Jersey Relay Operator 1(800) 659-2656

To leave a message for any of the professionals on your team or any Trinity Health LIFE New Jersey staff member, call (856) 675-3355 and give the answering service your message. For the hearing impaired, call the New Jersey Relay Operator 1 (800) 659-2656

You are not required to use the Trinity Health LIFE New Jersey 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

Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey.

Emergency Services include inpatient or outpatient services furnished immediately in or outside of the service area because of an emergency medical condition. If you reasonably believe you have an emergency medical condition and require ambulance transport services please call the "911" emergency response system.

After you have used the "911" emergency response system, you or your family must notify Trinity Health LIFE New Jersey as soon as reasonably possible. The Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey contracted provider when your medical condition is stabilized.

Emergencies When You Are Out of the Service Area

Trinity Health LIFE New Jersey also covers emergency and urgently needed care when you are temporarily out of the service area but still in the United States. If you access emergency services, ambulance services and/or hospital services when out of the service area, you must notify Trinity Health LIFE New Jersey 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 Trinity


Health LIFE New Jersey contracted hospital or another hospital designated by us. We may also transfer your care to a Trinity Health LIFE New Jersey physician.

Trinity Health LIFE New Jersey will pay for all medically necessary health care services provided to a member that are necessary to maintain the member's stabilized condition up to the time that Trinity Health LIFE New Jersey effectuates the member's transfer or the member is discharged.

Reimbursement Provisions: If you have paid for an emergency or urgent medical service you received when it was impossible to obtain care through Trinity Health LIFE New Jersey, contracted facility payment will be made and sent by Trinity Health LIFE New Jersey's Finance Department within 15 - 45 days. **Remember your LIFE/PACE Member Card is your medical insurance identification.**

LIFE/PACE Member Card Sample

However, if you receive any medical care or covered services as described in this handbook

 <p>Program of All-Inclusive Care for the Elderly</p> <p>Trinity LIFE New Jersey 2475 McClellan Ave</p> <p>Pennsauken, NJ 08109 856-675-3355</p>	<p style="text-align: center;">Member Card</p> <p>NAME: Participant EFFECTIVE: 01/01/2010 MEMBER ID: 0000</p> <p>In Case of Emergency Call 911</p> <p>Medical care after hours, holidays, and weekends Call 856-675-3355 This card must be present at time of service</p>
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outside of the United States, Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey, 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 Trinity Health LIFE New Jersey plan if you are:

- A. 55 years of age or older.
- B. Reside in the Trinity Health LIFE New Jersey service area.

TRINITY HEALTH LIFE NEW JERSEY SERVICE AREA				
Camden County Zip Codes				
08002	08026	08043	08084	08104
08003	08029	08045	08091	08105
08004	08030	08049	08095	08106
08007	08031	08059	08099	08107
08009	08033	08078	08101	08108
08012	08034	08081	08102	08109
08021	08035	08083	08103	08110
Burlington County Zip Codes				
08052	08065	08076	08077	

- C. Be able to live in a community setting without jeopardizing your health or safety.
- D. Have health problems that make it difficult to perform normal daily activities (nursing facility level of care).

IX. ENROLLMENT

Enrolling in Trinity Health LIFE New Jersey is a four-step process:

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

1. Intake

“Intake” begins when you or someone on your behalf calls or comes to Trinity Health LIFE New Jersey. If it appears from this first conversation that you are potentially eligible, a Trinity Health LIFE New Jersey marketing representative or Enrollment Specialist will schedule a visit to your home, explain our program, and conduct a preliminary screening. If you are interested in joining the Trinity LIFE New Jersey plan, our Enrollment Specialist or Marketing Supervisor will schedule a nurse to come to your home. The nurse will complete the pre-admission screen using the state’s approved assessment tool to determine if you meet the Nursing Facility Level of Care criteria. Trinity Health LIFE New Jersey will submit this assessment to the Office of

Community Choice Options who will determine if you meet the level of care. In addition, the Occupational Therapist will also visit your home to assess your homecare needs. If necessary, other members of the Interdisciplinary Team (IDT) may 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 in the LIFE/PACE program, 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 Trinity Health LIFE New Jersey IDT. Emergency, urgently and post-stabilization care is covered out of network. (See Section VII, Emergency Services)

Your monthly share of cost, if any, will be verified by the Enrollment Specialist. At that time the Enrollment Specialist will indicate what that cost will be if any and a payment plan will be identified. (See Section X, Monthly Fee).

2. Preliminary Approval

Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey. A staff member from the New Jersey Office of Community Choice Options will complete a paper review of the information submitted by the PACE Interdisciplinary Team and determine if you meet the level of care eligible for the Trinity Health LIFE New Jersey PACE program. Once a determination is made, Trinity Health LIFE New Jersey will notify you of the determination and if accepted, ask that you come into the center for an evaluation by members of the IDT. Once you are approved to enroll, you will receive a Trinity Health LIFE New Jersey card with emergency telephone numbers to carry with you.

In the event that the New Jersey Office of Community Choice Options finds that you are not qualified for the level of care provided by Trinity Health LIFE New Jersey, you will not be able to enroll in this health plan. Trinity Health LIFE New Jersey will work with you to make other arrangements for the care you need.

3. Assessment

Within a week or two, when each IDT member has evaluated your situation, the IDT will meet to share their findings and ideas to develop your Individual Plan of Care. At this meeting, the IDT 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 IDT's recommendations.

4. Final Approval and Enrollment

If you found your visits to the Center to be satisfactory and if the IDT agrees that you are eligible, you and your family or significant other will meet with the Enrollment Specialist. During this meeting, you will review and come to an agreement about your participation in Trinity Health LIFE New Jersey. At this meeting, you will have an opportunity to discuss the following information: The Individual Plan of Care recommended for you by the IDT, 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 Trinity Health LIFE New Jersey. Discuss what to do if you are unhappy with the care you receive at Trinity Health LIFE New Jersey (See Section XII, Grievance and Appeals);

If you decide to join Trinity Health LIFE New Jersey, 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 magnet with Trinity Health LIFE New Jersey emergency telephone number to post in your home and a list of LIFE Staff and Contracted Providers with titles and phone numbers

Trinity Health LIFE New Jersey is a voluntary health plan. You have the option of disenrolling from Trinity Health LIFE New Jersey should you choose. If you wish to disenroll, you can contact your Social Worker.

X. MONTHLY FEES

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

IF you are Eligible for:

- **MEDICAID AND MEDICARE or MEDICAID ONLY** you will make no monthly premium payments to Trinity Health LIFE New Jersey and you will continue to receive all Trinity Health LIFE New Jersey services including prescription drugs.
- **MEDICARE ONLY** if you have Medicare and are not eligible for Medicaid then you will pay a monthly fee to Trinity Health LIFE New Jersey. 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** (Neither Medicare or Medicaid) if you are not eligible for Medicare or Medicaid, you will pay a monthly fee to Trinity Health LIFE New Jersey. 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 Trinity Health LIFE New Jersey 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 social worker for more information about whether this applies to you.

If you are required to pay a monthly fee to Trinity Health LIFE New Jersey, 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:

Trinity Health LIFE New Jersey
2475 McClellan Avenue
Pennsauken, New Jersey 08109

XI. TERMINATION OF BENEFITS

Your benefits under Trinity Health LIFE New Jersey are discontinued, if you choose to disenroll from the health plan (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). Both types of termination require 30 days written notice by either party. The effective date of termination of benefits is midnight of the last day of the month.

Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey social worker. You can disenroll from the program at any time. Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey effective the first day of the month following the date Trinity Health LIFE New Jersey receives your notice of voluntary disenrollment.

Involuntary Disenrollment. Trinity Health LIFE New Jersey 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, Trinity Health LIFE New Jersey can terminate your membership by giving you at least 30 days notice in writing. Your disenrollment will be effective on the first day of the next month that begins 30 days after the day Trinity Health LIFE New Jersey sends you notice of disenrollment. All involuntary disenrollments must be approved by the New Jersey Department of Human Services.

Reasons you may be disenrolled:

1. You will be disenrolled if you move out of the Trinity Health LIFE New Jersey service area.
2. You will be disenrolled if you do any of the following: continue to refuse services, are unwilling to follow your individual plan of care, or do not follow the rules stated on pages 4 and 5 of this Enrollment Agreement under the Trinity Health LIFE New Jersey Statement of Understanding.

3. You fail to pay or fail to make satisfactory arrangements to pay any applicable Medicaid spend down liability or any amount due under the post-eligibility treatment of income process after a 30-day grace period.
4. You are out of the Trinity Health LIFE New Jersey service area for more than 30 days, without prior approval from the "Interdisciplinary Team."
5. You or your caregiver behave in a disruptive or threatening behavior so that the Interdisciplinary Team is unable to safely provide services to you or other participants. Disruptive or threatening behavior refers to behavior which jeopardizes the health or safety of the participant or others; individual is competent and non-compliant with individual care plans and/or terms of this agreement.
6. Trinity Health LIFE New Jersey loses the contracts and/or licenses enabling it to offer health care services.
7. The participant is disenrolled if they do not meet the Nursing Facility Level of Care and "are not deemed eligible".

Disenrollment & Medicare or Medicaid Prepayment Plans

Enrollment in LIFE 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 LIFE participant is considered a voluntary disenrollment from LIFE. If a Medicaid- only or private pay participant becomes eligible for Medicare after enrollment in LIFE, the participant will be disenrolled from LIFE if he or she elects to obtain Medicare coverage other than from the participant's LIFE organization.

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 New Jersey Department of Human Services. The effective date of termination of benefits is midnight of the last day of your covered month. You are required to use Trinity Health LIFE New Jersey's services until termination becomes effective.

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

XII. RENEWAL PROVISION

If you choose to leave Trinity Health LIFE New Jersey 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 Federal Participant Bill of Rights. At Trinity Health LIFE New Jersey, 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey staff about changes in policy and services you think should be made.
- To use a telephone while at the Trinity Health LIFE New Jersey Center.
- To not have to do work or services for the Trinity Health LIFE New Jersey program.

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 based on your:

- National origin
- Race/Ethnicity
- Religion
- Age
- Sex
- Sexual orientation

- Mental or physical ability
- 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you cannot speak English well enough to understand the information being given to you.
- To get marketing materials and Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey program.
- The Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey program. This includes telling you which services are provided by contractors instead of the Trinity Health LIFE New Jersey staff. You must be given this information before you join, at the time you join, and when there is a change in services.
- To look at, or get help to look at, the results of the most recent review of your Trinity Health LIFE New Jersey program. Federal and State agencies review all PACE programs. You also have a right to review how the Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey program's network and to get quality health care. You have the right to choose your primary care physician and specialist from Trinity Health LIFE New Jersey Lourdes 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 the right to reasonable and timely access to specialist as indicated by the participant's health condition and consistent with current clinical practice guidelines.

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 Trinity Health LIFE New Jersey 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.
- 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 Trinity Health LIFE New Jersey 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.
- 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

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 participant 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 do not receive the quality of your care, or any other concerns or problems you have with the Trinity Health LIFE New Jersey program. You have the right to a fair and timely process for resolving concerns with the Trinity Health LIFE New Jersey program. You have the right:

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to Trinity Health LIFE New Jersey 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 appeal any treatment decision by the Trinity Health LIFE New Jersey program, staff, or contractors.
- 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 leave the program. If, for any reason, you do not feel that Trinity Health LIFE New Jersey 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. Take all prescribed medications as directed.
- Call the Trinity Health LIFE New Jersey physician for direction in an urgent situation.
- Notify Trinity Health LIFE New Jersey within 48 hours or as soon as reasonably possible if you require emergency services out of the service area.
- Notify Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey or agency regulations.
- Voice any dissatisfaction you may have with your care.
- Notify Trinity Health LIFE New Jersey if you are unable to come to the Center on your appointed days, with as much advance notice as possible.
- Notify Trinity Health LIFE New Jersey if you move or have a length of absence from the service area.

These are your State Participant Rights for Ambulatory Care

Each participant receiving services in an ambulatory care facility shall have the following rights:

1. To be informed of these rights, as evidenced by the participant's written acknowledgment, or by documentation by staff in the medical record, that the participant was offered a written copy of these rights and given a written or verbal explanation of these rights, in terms the participant could understand. The facility shall have a means to notify participants of any rules and regulations it has adopted governing participant conduct in the facility;
2. To be informed of services available in the facility, of the names and professional status of the personnel providing and/or responsible for the participant's care, and of fees and related charges, including the payment, fee, deposit, and refund policy of the facility and any charges for services not covered by sources of third-party payment or not covered by the facility's basic rate;
3. To be informed if the facility has authorized other health care and educational institutions to participate in the participant's treatment. The participant also shall have a right to know the identity and function of these institutions, and to refuse to allow their participation in the participant's treatment;
4. To receive from the participant's physician(s) or clinical practitioner(s), in terms that the participant understands, an explanation of his or her complete medical/health condition or diagnosis, recommended treatment, treatment options, including the option of no treatment, risk(s) of treatment, and expected result(s). If this information would be detrimental to the participant's health, or if the participant is not capable of understanding the information, the explanation shall be provided to the participant's next of kin or guardian. This release of information to the next of kin or guardian, along with the reason for not informing the participant directly, shall be documented in the participant's medical record;
5. To participate in the planning of the participant's care and treatment, and to refuse medication and treatment. Such refusal shall be documented in the participant's medical record;
6. To be included in experimental research only when the participant gives informed, written consent to such participation, or when a guardian gives such consent for an incompetent participant in accordance with law, rule and regulation. The participant may refuse to participate in experimental research, including the investigation of new drugs and medical devices;
7. To voice grievances or recommend changes in policies and services to facility personnel, the governing authority, and/or outside representatives of the participant's choice either individually or as a group, and free from restraint, interference, coercion, discrimination, or reprisal;
8. To be free from mental and physical abuse, free from exploitation, and free from use of restraints unless a physician authorizes them for a limited period to protect the participant or others from injury. Drugs and other medications shall not be used for discipline of participants or for convenience of facility personnel;
9. To confidential treatment of information about the participant.

Information in the participant's medical record shall not be released to anyone outside the facility without the participant's approval, unless another health care facility to which the participant was transferred requires the information, or the release of the information is required and permitted by law, a third-party payment contract, or a peer review, or the information is needed by the Department for statutorily authorized purposes.

The facility may release data about the participant for studies containing aggregated statistics when the participant's identity is masked.

1. To be treated with courtesy, consideration, respect, and recognition of the participant's dignity, individuality, and right to privacy, including, but not limited to, auditory and visual privacy. The participant's privacy shall also be respected when facility personnel are discussing the participant
2. To not be required to perform work for the facility unless the work is part of the participant's treatment and is performed voluntarily by the participant. Such work shall be in accordance with local, State, and Federal laws and rules;
3. To exercise civil and religious liberties, including the right to independent personal decisions. No religious beliefs or practices, or any attendance at religious services, shall be imposed upon any participant;
4. To not be discriminated against because of age, race, religion, sex, nationality, or ability to pay, or deprived of any constitutional, civil, and/or legal rights solely because of receiving services from the facility;
5. To expect and receive appropriate assessment, management and treatment of pain as an integral component of that person's care in accordance with N.J.A.C.8:43E-6.

XLV. GRIEVANCE AND APPEALS PROCESS

All of us at Trinity Health LIFE New Jersey 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.

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

1. Trinity Health LIFE New Jersey will discuss with and provide you with written information about the specific steps, including timeframes for response that will take place to resolve your grievance prior to filing a grievance. You can discuss your concerns or send a letter expressing them 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.
2. The staff member who receives your grievance will help you document it (if not already in writing on the Grievance Form), and will forward it to the Trinity Health LIFE New Jersey Director of Quality Assurance to coordinate any further investigation and required action, as well as report the complaint at the appropriate interdisciplinary team meeting.

3. The Director of Quality Assurance will provide a written acknowledgment of the grievance and response as to the status of the grievance to you within five (5) working days of receiving grievance.
4. If a solution is found by the staff and agreed upon by you, your family or significant other, within thirty (30) working days, the grievance will be considered resolved.
5. If not resolved, you may take your grievance to the Executive Director. You may forward your grievance in writing to:

**Trinity Health LIFE New Jersey Executive Director 2
475 McClellan Avenue, Building C
Pennsauken, NJ 08109**

This must be done within thirty (30 days) of the final disposition.

6. The Trinity Health LIFE New Jersey Quality Director will send written acknowledgment of receipt of the grievance within five (5) business days to you, your family or your significant other. The Trinity Health LIFE New Jersey Executive Director will then investigate and take action as appropriate.
7. The grievance should be resolved within thirty (30) days from the date it was received by the Trinity Health LIFE New Jersey Executive Director. Following resolution of the grievance, a copy of the report describing the issue, the resolution of the problem, the basis for the resolution, and the review process will be sent to the participant, family, significant other or provider.

Trinity Health LIFE New Jersey Grievance Review External Options:

Any participant who completes the grievance process or who has participated in the process for at least thirty (30) days and are still dissatisfied may pursue further steps, which includes an external grievance review option.

If you choose to use the external grievance review process, please contact the New Jersey Department of Human Services (NJ DHS) in writing, please contact:

**New Jersey Department of Health
Division of Health Facility Survey and Field Operations
PO Box 367
Trenton, NJ 08625-0367**

At any time, you may contact the NJ DHS 24 hour complaint hotline by calling 1-800-792- 9770.

At any time during the grievance process, you can use the external grievance option.

XV. APPEAL OF COVERAGE AND PAYMENT DENIALS

You Have a Right to Appeal. You have a right to appeal any treatment decisions made by Trinity Health LIFE New Jersey or contracting Providers, including decisions not to authorize or pay for items and services that you believe are covered by Trinity Health LIFE New Jersey.

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 Trinity Health LIFE New Jersey at (856)-675-3355 to learn how to name your authorized representative. If you have a hearing or speech impairment, please call the TTY number 1 (800) 659-2656.

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

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 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:

**Trinity Health LIFE New Jersey
2475 McClellan Avenue
Pennsauken, New Jersey 08109**

Attention: Trinity Health LIFE New Jersey Director of Quality Assurance

For a Fast Appeal: you or your authorized representative should contact us by telephone or fax:

Telephone: (856) 675-3355

Fax: (856) 675-3659

For hearing impaired TTY number is (856) 675-3673

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 or the Medicaid program. 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.

If you are enrolled in both Medicare and Medicaid, we will help you choose which appeals process you should follow. If you are not sure which program you are enrolled in, ask us. The Medicare and Medicaid external appeal processes are described below.

Medicaid External Appeals Process

If you are enrolled in both Medicaid and Medicare OR Medicaid only, and choose to appeal our decision using Medicaid’s external appeals process. Your appeal can be submitted to Trinity Health LIFE New Jersey and you have the option of concurrently submitting your appeal to the Fair Hearing process:

Office of Legal and Regulatory Affairs

Division of Medical Assistance and Health Services

Fair Hearing Unit, PO Box 712

Trenton, NJ 08625

Medicare External Appeals Process

If you are enrolled in both Medicare and Medicaid 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 for you. Medicare currently contracts with the Center for Health Dispute Resolution (CHDR) to impartially review appeals involving PACE programs like us. CHDR will contact us with the results of their review. CHDR will either maintain our original decision or change our decision and rule in your favor. Medicare beneficiaries may appeal through the external review entity under contract with CMS (CDHR) for all appeals except those pertaining to enrollment denials and involuntary disenrollments.

There is 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 CHDR as quickly as your health requires. CHDR must give us a decision within 72 hours after they receive the appeal from us. If CHDR asks for more time to review the appeal, they must give us their decision within fourteen 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 on your appeal no later than 30 days after you request the appeal.

If CHDR's decision is in your favor, for an expedited appeal:

We must give permission for you to get the services or give you the service as quickly as your health condition requires.

If CHDR's decision is in your favor for a standard appeal:

If you have requested a service that you have not received, we must give you the service asked for as quickly as health condition requires.

OR

If you have requested payment for a service that you have already received, we must pay for the service.

If CHDR's decision is not in your favor for either a standard or an expedited appeal, you must abide by that decision and cannot appeal to another authority if you are dissatisfied with the outcome.

You will get a decision on your appeal no later than 30 calendar days after you request the appeal.

Contact Information:

If you need information or help, call us at (856) 675-3355

1-800-MEDICARE (1800-633-4227) TTY/TTD: 1-877-486-2048

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 Trinity Health LIFE New Jersey 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 New Jersey Department of Health and Senior Services. 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 Trinity Health LIFE New Jersey to determine the best care for you, your full cooperation is required in providing medical and financial information to us.

Governing Law. Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey whether or not set forth herein, and any provision of the Contract, which, on its effective date, is in conflict with New Jersey, 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. Trinity Health LIFE New Jersey will not unlawfully discriminate against participants in the rendering of service based on race, age, religion, color, ethnicity, national origin, ancestry, sex, marital status, sexual orientation, disability or source of payment. Nor will Trinity Health LIFE New Jersey discriminate against participants in the provision of services based on 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:

**Trinity Health LIFE New Jersey
2475 McClellan Avenue
Pennsauken, New Jersey 08109**

Telephone number is (856) 675-3355

For hearing impaired TTY number is (856) 675-3673

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 Trinity Health LIFE New Jersey physician. Organ donation begins at the hospital when a participant 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 Trinity Health LIFE New Jersey Contracted Providers. Trinity Health LIFE New Jersey is able to provide full scope of services through contracts with community providers. Trinity Health LIFE New Jersey 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. Trinity Health LIFE New Jersey contracted providers are required to abide by the rules and regulations of the Trinity Health LIFE New Jersey 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, Trinity Health LIFE New Jersey must report such instances to the New Jersey Department of Health and Senior Services. If you are a Medicaid beneficiary, any proceeds that you may collect, pursuant to the injury, ailment or disease, are assigned to the New Jersey Department of Health and Senior Services. If you are a Medicare beneficiary, Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey or with respect to services provided by Trinity Health LIFE New Jersey 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 tuberculosis skin test(s) or a chest x-ray is required prior to enrollment.

Waiver of Conditions for Care. If you do not meet certain conditions to receive a particular service, Trinity Health LIFE New Jersey 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 **Trinity Health LIFE New Jersey directly to the provider**. You cannot be required to pay anything that is owed by Trinity Health LIFE New Jersey 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

“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 Trinity Health LIFE New Jersey, and Medicaid (New Jersey Department of Health and Senior Services) 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 handbook.

“Eligible for Nursing Home Care” means that your health status, as evaluated by the Trinity Health LIFE New Jersey team, meets the State of New Jersey’s criteria for placement in a nursing facility and/or skilled nursing facility care. Although you must be eligible for nursing home care to be accepted as a participant in Trinity Health LIFE New Jersey, you may remain a participant in Trinity Health LIFE New Jersey if your health improves. In the absence of continued coverage under the program, you reasonably would be expected to meet the nursing home level of care requirement within the next 6 months. Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey’s adult care center/clinic, in your home, or in professional offices of specialists, or nursing homes under contract with Trinity Health LIFE New Jersey.

“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 Trinity Health LIFE New Jersey’s professional team consisting of a physician, Masters level social worker, registered nurse, In-Home Services Director, Center Manager, Transportation Coordinator, physical, speech, recreational and occupational therapists, dietitian, and health workers. They will assess your medical, functional and psychosocial status, and develop an individual plan of care which identifies the services needed. Many of the services are provided and monitored by this team. The team must authorize all covered services you receive. The team will do periodic reassessment of your needs, and changes in your treatment plan may occur.

“Lock-in Provision” means that all your medical care and services must be authorized by Trinity Health LIFE New Jersey “and provided by Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey to receive the benefits under this plan.

“Nursing Home” means a health facility, licensed by the New Jersey Department of Public Health and Environment.

“Nurse practitioners” (NPs) are registered nurses who are prepared, through advanced education and clinical training, to provide a wide range of preventive and acute health care services to individuals of all ages. NPs complete graduate-level education preparation that leads to a master’s degree.

“Out of Area” means any area beyond Trinity Health LIFE New Jersey’s service area. “PACE” is the governmental acronym for the Program of All-inclusive Care for the Elderly

“Participant” means a person who meets Trinity Health LIFE New Jersey eligibility criteria and voluntarily signs an enrollment form for Trinity Health LIFE New Jersey 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 Trinity Health LIFE New Jersey Health Plan.

“Service Area” is comprised of the following zip codes:

TRINITY HEALTH LIFE NEW JERSEY SERVICE AREA				
Camden County Zip Codes				
08002	08026	08043	08084	08104
08003	08029	08045	08091	08105
08004	08030	08049	08095	08106
08007	08031	08059	08099	08107
08009	08033	08078	08101	08108
08012	08034	08081	08102	08109
08021	08035	08083	08103	08110
Burlington County Zip Codes				
08052	08065	08076	08077	

“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.” Trinity Health LIFE New Jersey participants must pay monthly share of cost, if applicable.

“Trinity Health LIFE New Jersey” A comprehensive Health Care Program for the Elderly and member of Trinity Health.

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

“Trinity Health LIFE New Jersey Physician” means a physician who is employed or contracted by Trinity Health LIFE New Jersey to provide medical services.