

Trinity Health
Of New England

Mercy LIFE

ENROLLMENT AGREEMENT

H0809 Enrollment Agreement

01/01/2023

THIS AGREEMENT BELONGS TO:

MERCY LIFE TELEPHONE NUMBER:

413-748-PACE (7223)

MERCY LIFE ADDRESS:

200 Hillside Circle, Suite 1, West Springfield, MA 01089

24-HOUR EMERGENCY SERVICES

ON-CALL PROVIDER

413-748-7223 (PACE)

HEARING IMPAIRED, CALL THE MASSACHUSETTS RELAY OPERATOR:

1-800-439-2370

IN AN EMERGENCY DIAL: 911

MERCY LIFE ENROLLMENT AGREEMENT

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I. INTRODUCTION TO MERCY LIFE

Mercy LIFE 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 is a PACE Organization 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 Hampden and Hampshire Counties and are eligible for nursing home placement.

The philosophy of Mercy LIFE 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 has an agreement with the Centers for Medicare and Medicaid Services (CMS) and the Massachusetts Executive Office of Health and 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 MERCY LIFE HEALTH PLAN

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

Mercy LIFE 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 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 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 Provider (Physician or Nurse Practitioner)

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

D. Mercy LIFE Contract Agreement

The services offered by Mercy LIFE are available to you because of a contract between Mercy LIFE, the Massachusetts Executive Office of Health and Human Services (MassHealth), and the Centers for Medicare and Medicaid Services (CMS).

E. Exclusive Benefits and Service Provision

Once you have enrolled in Mercy LIFE, you agree to receive services exclusively from Mercy 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 Mercy LIFE Interdisciplinary Team. Emergency, urgent care, and post-stabilization care are covered out of network. Please note that you will have personal liability for services that are out of network and not approved.

III. SERVICE AND COVERAGE

There are many kinds of services provided by Mercy LIFE. Your Mercy LIFE 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 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 in the Center and the Community

1. Mercy LIFE (Monday through Friday)

- Breakfast, lunch and snacks
- Therapeutic 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 Primary Care

Primary care provider (physician or nurse practitioner)

- Provider on call 24 hours, every day
- Routine care
- Physical examinations
- Immunizations
- Preventive health care
- Specialists consultations/care
- Women's Health Services

3. Nursing Care

- Skilled registered nurse (RN) Services
- Health Oversight

4. Social Work Services

- Social Services/Case Management
- Individual and Group Therapy Counseling

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 Mercy LIFE unless Mercy LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval in which case the service is considered approved.

10. Post Stabilization Care

Post Stabilization care means services provided subsequent to an emergency that a treating provider views as medically necessary after an emergency medical condition has been stabilized. They are not emergency services, which Mercy LIFE are obligated to pay. They are non-emergency services that must be pre-approved by Mercy LIFE unless Mercy LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval in which case the service is considered approved.

11. Nutritional and Dietary Services

Including counseling for you and your family on how to choose and cook foods that is healthy for you.

12. Prescribed medications

(You get these through the Primary Care Clinic as prescribed by your Mercy LIFE Provider). Additionally, you will be provided all over-the-counter (OTC) medications as ordered by the physician.

13. Vision Care

- Examinations
- Treatments
- Eye Glasses from approved providers
- 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, IDT and you, the participant. After that, you'll have a yearly dental exam, or as appropriate based on your health needs.

- Additional dental services, depending on assessment of the IDT, 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

- Homemaking/light housekeeping
- Home delivered meals
- Personal care
- Nursing
- Home Safety Evaluation
- Provider services (if you are unable to get to the Center).

C. Nursing facility Care

- Semi-private room
- Provider and nursing services
- Medical social services
- Medical supplies
- Prescription drugs

- Physical, speech and occupational therapies
- All meals
- Necessary durable medical equipment (DME), such as a wheelchair
- Personal care such as toileting

The following nursing home care costs are not covered by Mercy LIFE: a private room and private duty nurse, and non-medical items for personal conveniences such as telephone charges and radio or television rental, unless authorized by your IDT.

D. Hospitalization

When hospitalization is needed, Mercy LIFE has contracts with the hospitals in our service area. If continued care is needed following discharge, Mercy LIFE arranges for admission to a skilled nursing facility in the local area or home-based rehab program based on your health care needs.

Hospital Inpatient Care

- Semi-private room and board
- General medical and nursing services
- Psychiatric services
- Meals
- 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)
- DME
- Rehabilitation services such as physical, occupational and speech therapy and Recreational therapy
- Blood, blood plasma, blood factors and blood derivatives
- Medical social services and discharge planning

Not included under hospital care are: private room and private duty nursing, and non-medical items for your personal convenience such as telephone charges and radio or television rental, unless authorized by your IDT.

E. Hospital Outpatient

Lab, x-ray, medical equipment, surgical services, and 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

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. Experimental medical, surgical, or other health procedures.

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

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

- 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 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 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 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.

V. SERVICES OUTSIDE THE MERCY LIFE HEALTH PLAN SERVICE AREA

Before you leave the Mercy LIFE 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 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 will not be responsible for paying for services not authorized by the Interdisciplinary Team.

Mercy LIFE will allow coverage of services that are not pre-approved for urgently needed out-of-network services where Mercy LIFE 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 except as described in Section IV Service Exclusion and Limitations.

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

VI. AFTER HOURS CARE

There may be times when you need to speak to a Provider 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 nurse or Provider available to answer your call, 24 hours a day, 7 days a week, 365 day a year. The nurse or Provider answering your call may not be the same one you see at Mercy LIFE, but he/she has been chosen by your Provider to answer your after-hours calls and is well qualified to give you the care you need or arrange to provide care.

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

For after-hours care, call Mercy LIFE at (413) 748-7223 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 Massachusetts Relay Operator 1(800) 439-2370.

To leave a message for any of the professionals on your team or any Mercy LIFE staff member, call (413) 748-7223 and give the answering service your message. For the hearing impaired, call the Massachusetts Relay Operator 1(800) 439-2370.

You are not required to use the Mercy LIFE 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 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.

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 as soon as reasonably possible. The Mercy LIFE Provider, 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 contracted provider when your medical condition is stabilized.

Emergencies When You Are Out of the Service Area

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

Mercy LIFE will pay for all medically necessary health care services provided to a member which are necessary to maintain the member’s stabilized condition up to the time that Mercy LIFE effectuates the member’s transfer or the member is discharged.

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

However, if you receive any medical care or covered services as described in this Enrollment Agreement outside of the United States, Mercy LIFE will not be responsible for the charges excluding those listed in section IV Service Exclusions and Limitations.

If your request for reimbursement is denied by Mercy LIFE, 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 plan if you:

- A.** Are 55 years of age or older.
- B.** Reside in the Mercy LIFE service area (Hampden or Hampshire County).
- C.** Meet Massachusetts standard for nursing facility level of care.
- D.** Are able to live safely in the community setting at the time of enrollment with Mercy LIFE services.

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

IX. ENROLLMENT

Enrolling in Mercy LIFE is a four-step process:

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

I. Intake

“Intake” begins when you or someone on your behalf calls or comes to Mercy LIFE. If it appears from this first conversation that you are potentially eligible, a Mercy LIFE 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 plan, our Enrollment Specialist or Community Liaison 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’s Registered Nurses who has been trained to administer the necessary screening will come to your home to complete a pre-admission screen to determine if you meet the level of care. There may be other members of the Interdisciplinary Team who 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 (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 Interdisciplinary Team. 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).

2. 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 Sales and Marketing Manager will contact you and/or your family or significant other, to set up a family conference and inform you of the Interdisciplinary Team recommendations.

3. 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. At this meeting you will have an opportunity to discuss the following information:

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

If you decide to join Mercy LIFE, we will ask you to sign the Enrollment Agreement. Your enrollment will be effective on the first day of the month following the date you 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 emergency telephone number to post in your home; and a list of the Interdisciplinary Team and Contracted Providers.

Mercy LIFE is a voluntary health plan. You have the option of disenrolling from Mercy LIFE at any time should you choose. If you wish to disenroll, you can contact your Social Worker. Disenrollment can only occur effective the first of the month.

4. Final Approval

Mercy LIFE is committed to serving the elderly who need long-term care; therefore, our clinical staff must determine that your health status, in fact, qualifies you to join Mercy LIFE. A staff member from the SAA clinical team will complete a review of the information submitted by Mercy LIFE and confirm that you meet the level of care to be eligible for the Mercy LIFE PACE program. Once a determination is made, Mercy LIFE will notify you of the determination and if accepted, ask that you sign the enrollment forms for Mercy LIFE. Upon final approval, you will receive a Mercy LIFE card with Mercy LIFE's emergency telephone numbers to carry with you. **13**

If you cannot live safely in the community, at the time of enrollment, Mercy LIFE may deny your enrollment. You have the right to appeal a denial of enrollment if Mercy LIFE has determined that you are unsafe in the community. The appeal is made to:

Board of Hearings, Office of Medicaid

100 Hancock Street, 6th Floor

Quincy, MA 02171

or Fax# 617-847-1204 (see attached form)

If you have good cause and are unable to come to the meeting, or if you need a telephone hearing, you must call the Board of Hearings at 1-617-847-1220 or 1-800-655-0338 prior to the hearing date.

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 and you will continue to receive all Mercy LIFE services including prescription drugs. You may be liable for any applicable spend down liability and any amounts due under the post-eligibility treatment of income process.
- **MEDICARE ONLY** If you have Medicare and are not eligible for Medicaid then you will pay a monthly fee to Mercy LIFE. 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. 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 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 Social Worker for more information about whether this applies to you.

If you are required to pay a monthly fee to Mercy LIFE, 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
200 Hillside Circle, Suite I
West Springfield, MA 01089

XI. TERMINATION OF BENEFITS

Your benefits under Mercy LIFE are discontinued, if you choose to disenroll from the health plan (voluntarily) or if you no longer meet the conditions of enrollment (involuntarily). You can voluntarily disenroll from the program at any time and for any reason. Involuntary disenrollment from the PACE program must be approved by the State Executive Office of Health and Human Services. All disenrollments are effective on the first of the month following the acceptance of the disenrollment form and transition to other services, providers and insurance.

Mercy LIFE 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.

Voluntary Disenrollment If you wish to disenroll, you should contact the Mercy LIFE Social Worker. You can disenroll from the program at any time. Mercy LIFE 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 after midnight of the last day of the month. All disenrollments are effective on the first of the month following the date you let Mercy LIFE know you want to disenroll.

Involuntary Disenrollment Mercy LIFE 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 can terminate your membership by giving you at least 30 days notice in writing. All involuntary disenrollments must be approved by the Executive Office of Health and Human Services.

Reasons Mercy LIFE May Initiate Disenrollment:

1. You move out of the Mercy LIFE service area.
2. 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.
3. You fail to pay or fail to make satisfactory arrangements to pay any premium due to Mercy LIFE, any applicable Medicaid spend down liability, or any amount due under the post-eligibility treatment of income process, after the 30-day grace period.
4. You are out of the Mercy LIFE service area for more than 30 days, without prior approval from the Interdisciplinary Team.

5. You or your caregiver behave in a disruptive, unruly, and or abusive way to yourself, other participants or staff, which jeopardizes the safety of you, other participants or staff.
6. Mercy LIFE loses the contracts and/or licenses enabling it to offer health care services, or PACE program agreement with CMS and the State administering agency is not renewed or is terminated.
7. The participant is disenrolled if they do not meet the Nursing Facility Level of Care and “are not deemed eligible”.

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 effective date of your disenrollment.

Once again, please note that involuntary disenrollment requires approval from the Executive Office of Health and Human Services. The effective date of termination of benefits for involuntary disenrollment is the first day of the next month that begins 30 days after the day Mercy LIFE sends you notice of disenrollment. You are required to use Mercy LIFE’s services until termination becomes effective. Mercy LIFE staff will assist you in coordinating your reinstatement in to Medicare and or Medicaid insurance unless you prefer to do this yourself.

Mercy LIFE will provide you with information on the consequences of subsequent enrollment in other optional Medicare or Medicaid programs following disenrollment from PACE.

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

XII. RENEWAL PROVISION

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

XIII. YOUR RIGHTS IN THE PROGRAMS OF ALL-INCLUSIVE CARE FOR THE ELDERLY

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

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

You have the right to be treated with respect.

You have the right to be treated with dignity and respect at all times, to have all of your care kept private and confidential, and to get compassionate, considerate care. You have the right:

- To get all of your health care in a safe, clean environment and in an accessible manner.
- To be free from harm. This includes excessive medication, physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged and helped to use your rights in the PACE program.
- To get help, if you need it, to use the Medicare and Medicaid complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to PACE staff about changes in policy and services you think should be made.
- To use a telephone while at the PACE Center.
- To not have to do work or services for the PACE program.

You have a right to protection against discrimination.

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

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

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

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

You have a right to information and assistance.

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

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

You have a right to a choice of providers.

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

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

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

You have a right to access emergency services.

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

You have a right to participate in treatment decisions.

You have the right to fully participate in all decisions related to your health care. If you cannot fully participate in your treatment decisions or you want to have someone you trust help you, you have the right to choose that person to act on your behalf. You have the right:

- To have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your health.
- To have the PACE program help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

You have a right to have your health information kept private.

- You have the right to talk with health care providers in private and to have your personal health care information kept private and confidential, including health data that is collected and kept electronically, as protected under State and Federal laws.
- You have the right to look at and receive copies of your medical records and request amendments.
- You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.

There is a patient privacy rule that gives you more access to your own medical records and more control over how your personal health information is used. If you have any questions about this privacy rule, call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

You have a right to file a complaint, request additional services or make an appeal.

You have a right to complain about the services you receive or that you need and don't receive, the quality of your care, or any other concerns or problems you have with your PACE program. You have the right to a fair and timely process for resolving concerns with your PACE program. You have the right:

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to PACE staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.

- **To contact 1-800-Medicare for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.**

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

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

You have a right to leave the program.

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

Additional Help:

If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE or 1-800-633-4227 to get the name and phone number of someone in your State Administering Agency.

PARTICIPANT RESPONSIBILITIES

We believe that you and your caregiver play crucial roles in the delivery of your care. To assure that you remain as healthy and independent as possible, please establish an open line of communication with those participating in your care and be accountable for the following responsibilities:

You have the responsibility to:

- Cooperate with the Interdisciplinary Team in implementing your Plan of Care.
- Accept the consequences of refusing treatment recommended by the Interdisciplinary Team.
- Provide the Interdisciplinary Team with a complete and accurate medical history.
- Utilize only those services authorized by the interdisciplinary team.
- Call the Mercy LIFE Provider for direction in an urgent situation.
- Notify Mercy LIFE as soon as reasonably possible if you require emergency services out of the service area.
- Notify Mercy LIFE 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 or agency regulations.
- Voice any dissatisfaction you may have with your care.

- Notify Mercy LIFE if you are unable to come to the Center on your appointed days, with as much advance notice as possible.
- Notify Mercy LIFE if you move or have a length of absence, longer than 30 days, from the service area.

XLV. GRIEVANCE PROCESS

All of us at Mercy LIFE 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. Mercy LIFE will give you written information on the grievance process when you enroll, and at least annually thereafter.

A. The definition of a grievance is a complaint, either oral or written, expressing dissatisfaction with service delivery or the quality of care furnished.

B. Discuss your grievance with any staff member. Give complete information so that appropriate staff can help to resolve your concern in a timely manner.

C. Mercy LIFE will maintain the confidentiality of your grievance, and will continue to provide you with all required services throughout the process.

D. The staff that receives your grievance will discuss with you and provide in writing the specific steps including time frames for response that will be taken to resolve your grievance. The grievance will be reported to the LIFE interdisciplinary team and responded to within 5 working days.

E. If a solution is found by the staff and agreed to by you and/or your family/caregiver within 5 working days of making the grievance, the grievance is resolved. A copy of a written report will be sent to you and/or your family/caregiver.

F. If a solution is not found or agreed to within 5 business days, the grievance will be escalated to the Executive Director or Medical Director for final action.

G. The Executive Director or Medical Director will review, approve, disapprove and offer an alternative solution and provide a final report to the complainant within another 5 business days.

A request for additional review of a grievance must be sent in writing to:

**Mercy LIFE Executive Director
200 Hillside Circle, Suite I
West Springfield, MA 01089**

This must be done within twenty (20) business days of the final decision of your original grievance. If you wish, a staff member will assist you to complete the letter to the Executive Director.

H. The Mercy LIFE Executive Director will send written acknowledgment of receipt of the grievance within five (5) business days to you or your representative. The Mercy LIFE Executive Director will then investigate and take action as appropriate

I. The grievance should be resolved within twenty (20) business days from the date it was received by the Mercy LIFE 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 you or your representative.

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 or contracted providers, including decisions to deny, reduce, or terminate a service, or not to pay for items and services which you believe are covered by Mercy LIFE. Mercy LIFE will give you written information on the appeals process when you enroll, at least annually thereafter, and any time the IDT denies a service request or request for payment.

Who May File An Appeal?

You or someone you name to act for you (your designated 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 at (413) 748-7223 to learn how to name your designated representative. If you have a hearing or speech impairment, please call the TTY number 1 (800) 439-2370.

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

Expedited (72-hour review) - You can request an expedited (fast) appeal if you believe that your life, health, or ability to regain or maintain maximum function could be seriously harmed by waiting too long for a decision. We must decide on an expedited appeal as expeditiously as your health condition requires, but no later than 72 hours after we receive your appeal. We may extend this time by up to fourteen (14) calendar days if you request an extension or if we demonstrate to the State the need for additional information and how the extension 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 Provider or ask for help from any staff member, if you need this information to help you with ²²

your appeal. You may send this information, as well as present this information in person if you wish.

How Do I File An Appeal?

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

Mercy LIFE

200 Hillside Circle, Suite 1

West Springfield, MA 01089

Attention: Mercy LIFE Quality Improvement Director

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

Telephone: (413) 748-7223 FAX #: (413) 493-2024

For the hearing impaired, the TTY number is: 1 (800) 439-2370

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.

During the appeals process, we will continue to provide the disputed service(s) until the final decision is made if we are proposing to reduce or terminate a service you are currently receiving, and with your understanding that you may be liable for the cost of the service if the decision is not in your favor. We continue to provide all required services.

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.

Mercy LIFE will send you a notification of the denial that states the specific reason(s) for the denial, explains the reason(s) why the service would not improve or maintain your overall health, informs you of your right to appeal the decision, and describes your additional (external) appeal rights.

If our decision is in your favor, Mercy LIFE will provide the disputed service as expeditiously as your health condition requires.

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 the Medicare or Medicaid 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 Fair Hearing process. If you are enrolled in both Medicare and Medicaid, you may choose either appeals process. 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 Executive Office of Health and Human Services 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 either the Medicaid or Medicare appeals process. If you are enrolled in Medicaid only, you can choose the Medicaid appeals process. You must submit an external appeal within (60) calendar days from the date of the decision by a third party reviewer.

Medicaid Fair Hearing Process:

Board of Hearings, Office of Medicaid

100 Hancock Street, 6th floor

Quincy, MA 02171

Telephone: 617-847-1200 or 800-655-0338 /Fax: 617-210-5820

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 Entity (IRE)** for you. A written request for reconsideration must be filed with the IRE within (60) calendar days from the date of the decision by the third party reviewer.

Maximus Federal Services

Medicare Managed Care & PACE Reconsideration Project

3740 Monroe Avenue

Suite 702 Pittsford, NY 14534-1302

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

If the IRE'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.

CONTACT INFORMATION

If you need information or help, call us at: (413) 748-7223 or

1-800-MEDICARE (1800-633-4227) TTY/TTD: 1-800-439-2370-2048

If you are appealing a denial of enrollment or an involuntary disenrollment, you may use the Massachusetts Fair Hearing process regardless of whether you do or do not have Medicare or Medicaid.

Medicaid Fair Hearing Process:

Board of Hearings, Office of Medicaid

100 Hancock Street, 6th floor

Quincy, MA 02171

Telephone: 1-617-847-1200 or 1-800-655-0338 /Fax: 617-210-5820

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 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 Executive Office of Health and Human Services (MassHealth). 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 60 days in advance.

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

Governing Law Mercy LIFE 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 whether or not set forth herein, and any provision of the Contract which, on its effective date, is in conflict with Massachusetts 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 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, gender identification, disability or source of payment. Nor will Mercy LIFE 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

200 Hillside Circle, Suite 1

West Springfield, MA 01089

Telephone number is (413) 748-7223

For hearing impaired the TTY number is (800) 439-2370.

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.

Our Relationship to Mercy LIFE Contracted Providers Mercy LIFE is able to provide full scope of services through contracts with community providers. Mercy LIFE 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 contracted Providers are required to abide by the rules and regulations of the Mercy LIFE 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 must report such instances to the Executive Office of Health and Human Services. If you are a Medicaid beneficiary, any proceeds which you may collect, pursuant to the injury, ailment or disease, are assigned to the Executive Office of Health and Human Services. If you are a Medicare beneficiary, Mercy LIFE 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) calendar 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 or with respect to services provided by Mercy LIFE 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 One IGRA (preferred) or a 2 step Mantoux tuberculosis skin test or a chest x-ray that specifically states absence of TB is required prior to enrollment.

Waiver of Conditions for Care If you do not meet certain conditions to receive a particular service, Mercy LIFE reserves the right to waive such conditions if we determine that you

could 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 directly to the Provider. You cannot be required to pay anything that is owed by Mercy LIFE 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 Contracted Provider” (Provider) means a health facility, health care professional including Physician, Nurse Practitioner, and Physician Assistant, or agency which has contracted with Mercy LIFE to provide health and health-related services to Mercy LIFE participants.

“Mercy LIFE Provider” (Provider) means a physician, a physician assistant, or nurse-practitioner who is employed or contracted by Mercy LIFE 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, Medicaid (Executive Office of Health and Human 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 Enrollment Agreement.

“Eligible for Nursing Home Care” means that your health status, as evaluated by the Mercy LIFE team, meets the State of Massachusetts’ criteria for placement in a nursing facility and/or skilled nursing facility care. Although you must meet the Nursing facility level of care to be accepted as a participant in Mercy LIFE, you may receive those services in the home instead of in a Nursing Facility. Mercy LIFE’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 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 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’s adult care center/clinic, in your home, or in professional offices of specialists, or nursing homes under contract with Mercy LIFE.

“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” (IDT) means Mercy LIFE’s professional team consisting of a Primary Care Provider, Masters level Social Worker, Registered Nurse, Home Care Coordinator, Center Manager, Transportation Director, Physical, Recreational and Occupational Therapists, Dietitian, personal care attendant, and other medical professionals as needed. 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” A comprehensive Program of All-inclusive Care for the Elderly; a Trinity Health PACE Organization.

“Lock-in Provision” means that all your medical care and services must be authorized by Mercy LIFE and provided by Mercy LIFE contracted Providers. Participants may be fully and personally liable for the costs of unauthorized services or services outside of our PACE Organization agreement (excluding emergency services).

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

“Nursing Home” means a facility that is licensed 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’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’s eligibility criteria and voluntarily signs an enrollment agreement for Mercy LIFE 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 Health Plan.

“Provider” means a doctor of medicine, nurse practitioner, or physician assistant who is authorized to practice by the State.

“Service Area” is comprised of Hampden and Hampshire Counties.

“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 participants must pay monthly share of cost, if applicable.

MERCY LIFE ENROLLMENT AGREEMENT

Participant Name:

Participant Date Of Birth

Participant Name Printed

Month/Date/Year

Effective Date Of Enrollment

Month/Date/Year

Gender: F | M

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

Medicaid Status:

Medicare Number:

Medicaid Number:

Other Insurance (if applicable):

**THE SERVICES AVAILABLE THROUGH MERCY LIFE
HAVE BEEN EXPLAINED TO ME BY MERCY LIFE
ENROLLMENT AND MARKETING STAFF, ON**

Month/Date/Year

Specifically, I understand that:

- I have received, read and understand Mercy LIFE Enrollment Agreement which explains the coverage, terms and conditions of participation.
- The Enrollment Specialist who explained this program to me is an employee of Mercy LIFE and does not represent any city, state or federal agency.

- I agree to participate in the Mercy LIFE Program according to the terms and conditions in the Mercy LIFE Enrollment Agreement.
- I agree to be assessed by a Provider, 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.
- 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.
- Providers employed by Mercy LIFE 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 Plan.
- 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.
- Staff employed by Mercy LIFE will provide personal care and meals in my home if I need service; services from other agencies will stop after enrollment.
- Enrollment in Mercy LIFE is voluntary and I can disenroll from Mercy LIFE if I want to for any reason. A decision to enroll has no effect on eligibility for Medicaid or other benefits. Enrollment has no effect on my Social Security payments, SSI checks, or benefits from pensions.
- I understand that enrollment in Mercy 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 Mercy LIFE participant is considered voluntary disenrollment from Mercy LIFE.
- I understand that if, as a Medicaid-only or private pay participant, I become eligible for Medicare after enrollment in Mercy LIFE, I will be disenrolled from Mercy LIFE if I elect to obtain Medicare coverage other than from Mercy LIFE.
- I give permission for the exchange of information regarding my care between Mercy LIFE, the Centers for Medicare and Medicaid Services (CMS), its agents, and the Executive Office of Health and Human Services.
- I understand that I may not enroll or disenroll from Mercy LIFE at a Social Security Office.
- 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 or is not approved by the Interdisciplinary Team, Mercy LIFE will not pay the bill. I understand that I will be responsible for this expense.
- 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 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.

Participant Name:

Name of Participant, Printed

Signature of Participant and Date:

Signature of Participant

Month/date/year

Print Witness Name (Mercy LIFE Employee):

Witness Name, Printed

Signature of Witness and Date:

Signature of Witness

Month/date/year

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

Family Member or Legal Guardian Name, Printed

Signature of Family Member or Legal Guardian and Date:

Signature of Family Member or Legal Guardian

Month/date/year

MERCY LIFE CONSENT FORM

Participant Name and Date of Birth:

Participant Name

Date of Birth Month/date/year

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

I. 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 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 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 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 the right to give information about my plan of care, including, but not limited to my medical care and money matters, to the people I have designated on my Participant Care Circle Authorization form.

Please Initial

4. Change of Address

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

Please Initial

5. Information about Advance Directives

Mercy LIFE fully supports the right of every participant in the Community Care 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 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'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 (DME) Use

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 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 any known rented equipment. If I do not inform Mercy LIFE of current rentals in my name, I will be responsible for payment of all bills from the rental company.

Please Initial

8. Durable Medical Equipment (DME) Definition

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 has a Occupational Therapist who can be contacted with questions.

Please Initial

9. 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

10. Images

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

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 or eligibility for benefits.

I understand that these privacy authorizations will expire twelve months after I am disenrolled from Mercy LIFE.

Yes | No

11. 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

12. Acknowledge of Receipt of the Participant Rights and Responsibilities.

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

Please Initial

Name of Participant:

Participant Signature

Month/date/year

Authorized Signature and Date:

Authorized Signature

Month/date/year

Mercy LIFE Representative and Date:

Mercy LIFE 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.

CONTRACTED SPECIALISTS

(Pre-authorization required)

Specialty	Provider(s)
Anesthesiology	Holyoke Medical Center Mercy Medical Center
Allergy & Immunology	Trinity Health Of New England Medical Group
Audiology	Holyoke Medical Center Comprehensive Mobile Care (on site)
Cardiology	Trinity Health Of New England Medical Group Holyoke Medical Center Pioneer Valley Cardiology Associates
Chiropractic Care	Ludlow Chiropractic Office
Dentistry	Holyoke Dental Associates Riverdale Dental Comprehensive Mobile Care (one site)
Dermatology	Trinity Health Of New England Medical Group
Emergency Services	Holyoke Medical Center Mercy Medical Center
Endocrinology, Diabetes & Metabolism	Trinity Health Of New England Medical Group Holyoke Medical Center
Ear, Nose & Throat (ENT) Care (includes otorhinolaryngology and otolaryngology)	ENT Surgeons of Western New England
Gastroenterology	Trinity Health Of New England Medical Group Holyoke Medical Center
Gynecology	Fitzpatrick, Moran, Costa & Haag-Rickert Trinity Health Of New England Medical Group
Hospital Care	Holyoke Medical Center Mercy Medical Center
Infectious Disease	Trinity Health Of New England Medical Group
Internal Medicine (excluding primary care)	Trinity Health Of New England Medical Group
Laboratory	Life Laboratories (Mercy)
Nephrology	Trinity Health Of New England Medical Group
Neurosurgery	Mercy Medical Center
Oncology	Holyoke Medical Center Trinity Health Of New England Medical Group

Ophthalmology	Cataract & Laser Center, West Pioneer Valley Eye Associates, PC
Optometry	Health Drive (on site) Comprehensive Mobile Care (on site)
Orthopedic Surgery	Holyoke Medical Center Pioneer Spine & Sport Physicians Mercy Medical Center
Pain Management	Pioneer Spine & Sport Physicians
Plastic Surgery	Pioneer Valley Plastic Surgery Trinity Health Of New England Medical Group
Pharmacy Consulting Services	CareKenesis
Physical Medicine & Rehabilitation	Center for Pelvic Physical Therapy Pioneer Spine & Sport Physicians Trinity Health Of New England Medical Group
Podiatry	Trinity Health Of New England Medical Group HealthDrive (on site) Comprehensive Mobile Care (on site)
Psychiatry	West Central Family & Counseling River Valley Counseling Center
Psychology	Northeast Health Services Mentor South Bay Center for Human Development
Pulmonary Disease	Trinity Health Of New England Medical Group
Radiology	Holyoke Hospital Mercy Medical Center
Rheumatology	Holyoke Medical Center Trinity Health Of New England Medical Group
Skilled Nursing Facilities	Mont Marie Palmer Healthcare Bear Mountain West Springfield
Surgery (General)	Holyoke Medical Center Mercy Medical Center Trinity Health Of New England Medical Group
Thoracic and Vascular Surgery	Trinity Health Of New England Medical Group Mercy Medical Center
Urology	Pioneer Valley Urology, PC Trinity Health Of New England Medical Group

WHO SHOULD I CALL?

As a Mercy LIFE participant, you'll be talking with quite a few people about your care and service. Here's a list to help determine who to ask for. All staff can be reached through main number **413-748-7223** or directly at numbers provided.

Business hours: 8 a.m. – 4:30 p.m.; after-hours kindly limit calls to timely medical issues.



MEDICAL OR PHARMACY

Health issues, prescriptions, clinic appointments, specialist requests

Clinic Receptionist
413-827-4250



REHAB

Exercise, durable medical equipment, home safety

Physical Therapist
413-827-4242



RECEPTION

Medical supplies, day center cancellations

Reception
413-748-7223



Exercise, durable medical equipment, home safety

Occupational Therapist
413-827-4386



SPECIALIST APPOINTMENTS

Questions or rescheduling of existing appointments

Scheduling Coordinator
413-827-4245



DIETARY

Diet concerns, at-home meals, supplements

Dietitian
413-827-4370



TRANSPORTATION

One-time cancellation, delay, concern

Dispatcher
413-827-4309



MASSEALTH

Medicaid eligibility, insurance cards

Enrollment and Intake Support Associate
413-827-4348



DAY CENTER

Schedule changes, activities

Day Center Manager
413-827-4381



SUPPORTIVE SERVICES & RESOURCES

Service transitions, assistance programs

Social Worker
413-827-4372
413-827-4356

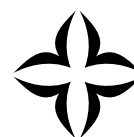


HOMECARE

Schedule changes, cancellations, requests

Participant Care Coordinator
413-827-4378

By the way...you are a member of our EAST Team!



Trinity Health
Of New England

Mercy
LIFE