



LIFE

at ST. JOSEPH of the PINES

ENROLLMENT AGREEMENT

Revisions Date: 6/30/2023

TABLE OF CONTENTS

- IMPORTANT CONTACT INFORMATION 3
- I. ENROLLMENT AGREEMENT 4
- II. INTRODUCTION TO LIFE 6
- III. SPECIAL FEATURES OF LIFE 7
- IV. SERVICES PROVIDED 8
- V. EMERGENCY SERVICES AND URGENTLY NEEDED CARE 11
- VI. SERVICES OUTSIDE THE LIFE SERVICE AREA 12
- VII. ELIGIBILITY AND ENROLLMENT 13
- VIII. MONTHLY FEES 16
- IX. TERMINATION OF PARTICIPATION 16
- X. PARTICIPANT’S BILL OF RIGHTS AND RESPONSIBILITIES 17
- XI. GRIEVANCE PROCESS 21
- XIII. APPEAL OF COVERAGE AND PAYMENT DENIALS 23
- XIV. GENERAL PROVISIONS 25
- ADULT DAY HEALTH SUMMARY 27
- LIFE CENTER HOURS OF OPERATION 27
- MEDICATION USE & ADMINISTRATION 27
- ADVANCED DIRECTIVES 28
- CONFIDENTIALITY 28
- ABUSE & NEGLECT 28
- INCLEMENT WEATHER 29
- TRANSPORTATION 30
- TOBACCO RESTRICTIONS FOR PARTICIPANTS & VISITORS 30
- WHAT TO BRING TO THE LIFE CENTER 30
- WHAT NOT TO BRING TO THE LIFE CENTER 31
- LIFE ST. JOSEPH OF THE PINES STATEMENT OF UNDERSTANDING 31
- INDIVIDUAL EMERGENCY PREPAREDNESS PLAN 33
- PARTICIPANT INFORMATION 34

IMPORTANT CONTACT INFORMATION

LIFE ST. JOSEPH OF THE PINES:

TELEPHONE NUMBER:

(910) 483-4911

ADDRESS:

4900 Raeford Road, Fayetteville, NC 28304

MEDICINE LINE:

(910) 429-7225

MEDICAL SUPPLY LINE:

(910) 429-7236

CLINIC RECEPTIONIST:

(910) 429-7229

LIFE CENTER HOURS:

Monday – Friday 8:00 am – 5:00 pm

FOR 24 HOURS EMERGENCY SERVICES

EMERGENCY:

911

ON-CALL PRIMARY CARE PROVIDER:

910-483-4911

FOR THE HEARING IMPAIRED

CALL:

1-877-452-2514 (TTY)

I. ENROLLMENT AGREEMENT

Important Notice. When you enroll in the Program for All-inclusive Care for the Elderly (“PACE”), sponsored by LIFE at St. Joseph of the Pines (“LIFE”), you agree that all your health services will be received from or arranged by LIFE Contracted Providers. You will no longer be able to obtain services from other doctors or medical providers under the traditional fee-for-service Medicare and Medicaid system. LIFE will provide the same benefits as Medicaid and Medicare, plus many more.

Please examine this Enrollment Agreement carefully. If you sign it and enroll in LIFE, 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 below for explanations of terms used.

I. Definitions

“Adult Day Health” is one of the care components of the LIFE St. Joseph of the Pines service delivery system. It is the core service component through which primary medical care (including medications), preventive services and education, nursing, recreational activities, rehabilitation therapy, social work services, nutritional counseling, and personal care services are provided on-site to Participants for the purpose of restoring or maintaining optimal capacity of self care.

“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.

“Eligible for Nursing Home Care” means that your health status meets the Division of Medical Assistance criteria for placement in a nursing facility and/or skilled nursing facility.

“Emergency Medical Condition” 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:

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

“Enrollment Agreement” means this document, which establishes the terms and conditions and describes the benefits available to you through PACE as long as you are a participant.

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

“Exclusion” means any service or benefit that is not covered or provided by LIFE.

“Experimental/Investigational” means treatments, procedures, devices, drugs, or medicines for which one or more of the following is true, as determined by LIFE:

- Reliable evidence shows that the treatment, procedure, device, drug or medicine is:
 - The subject of ongoing clinical trials; or
 - Under study to determine its maximum tolerated dose, its toxicity, its safety, its effectiveness, or its effectiveness as compared with the standard means of treatment or diagnosis.

- Reliable evidence shows that experts agree that further studies or clinical trials are needed on the treatment, procedure, device, drug, or medicine. These studies would test the safety and effectiveness of the treatment compared to other accepted treatment.
- Is not approved for sale by the U.S. Food and Drug Administration (FDA) or is not approved by the FDA for use other than that defined under the terms of the FDA approval. A drug will not be considered experimental or investigational if it is approved by the FDA for treatment of a type of cancer and the Primary Care Provider prescribes the drug for the treatment of another type of cancer so long as the drug has been proven effective and accepted for the treatment of the specific type of cancer for which the drug has been prescribed in any one of the following books:
 - AMA Drug Evaluation;
 - AHA Formulary Service Drug Information; or
 - The U.S. Pharmacopeia Drug Information.

“Health Services” means services that must be provided by a licensed health care or ancillary service provider such as medical care, diagnostic tests, medical equipment, drugs, prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology.

“Home Health Care” means Health Services that may be provided in the home by LIFE’s social workers, nurses, occupational and physical therapists.

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

“Interdisciplinary Team” means the PACE professional team that assesses participants, develops a plan of care and provides care, including a primary care provider, masters level social worker, registered nurse, in-home services coordinator, center manager, transportation coordinator, physical, speech, recreational and occupational therapists, dietitian, and health workers.

“LIFE at St. Joseph of the Pines” Living Independently for Elders (LIFE) is the sponsor of a comprehensive health care program for the elderly, known as a Program of All-inclusive Care for the Elderly, or “PACE”.

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

“LIFE Primary Care Provider or Provider” means a primary care provider who is employed or contracted by LIFE to provide medical services to participants.

“Monthly Fee” means the amount you may be required to pay each month in advance to LIFE to receive PACE services.

“Out of Area” means any area beyond LIFE service area.

“Service Area” LIFE St. Joseph of the Pines’ PACE Program

Harnett County							
28334	28339						

Moore County							
28315	28326	28373					

Robeson County							
28357	28371	28377	28384				

Hoke County							
28304	28306	28315	28357	28376	28377	28386	

Cumberland County							
All of Cumberland County							

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

“**Participant**” means a person who meets PACE eligibility criteria and voluntarily chooses to receive PACE services from LIFE. “You,” “your,” or “yours” refer to a participant.

“**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. “Transportation Services” means we have vans that transport you to and from the center and to specialty medical appointments.

“**Urgently Needed 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.

II. INTRODUCTION TO LIFE

LIFE is a PACE organization, which is a special health program 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. PACE is a nationally recognized program specially designed to offer an alternative to nursing homes to those seniors who live in the designated service area, are eligible for nursing home care by state requirements, and who can live safely in the community with the support of PACE services. The philosophy of LIFE and PACE 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.

The services provided through LIFE are made possible through an agreement LIFE has with the North Carolina Medicaid agency, the Division of Medical Assistance (“DMA”) and the federal Medicare agency, the Centers for Medicare and Medicaid Services (“CMS”). This agreement allows us to offer this program. The agreement is subject to renewal on a periodic basis and if, the agreement is not renewed, the program will be terminated.

OVERVIEW OF SERVICES

LIFE St. Joseph of the Pines is an organized day program of medical, therapeutic, social and health services for elderly with functional impairments, either physical or mental.

- **Adult Day Health** is one of the care components of the LIFE service delivery system. It is the core service component through which primary medical care (including medications), preventive services and education, nursing, recreational activities, rehabilitation therapy, social work services, nutritional counseling, and personal care services are provided on-site to Participants for the purpose of restoring or maintaining optimal capacity of self-care.
- **Transportation Services:** Transportation to and from the center and specialty medical appointments is provided to participants. Transportation for field trips will be arranged as directed by center personnel.
- **Dietary Services:** Breakfast and lunch will be served, as well as two optional snacks when you come to our facility. Lunch is served in a group setting. Nutritious snacks are offered daily to participants in the mid-morning and mid-afternoon. When a special diet is prescribed by a licensed health care practitioner, LIFE will provide the recommended diet. Participants are discouraged from bringing food to the center.
- **Specialized Services:** LIFE provides additional services required as a Program of All-inclusive Care for the Elderly, including all services traditionally covered under Medicare and Medicaid. Some are provided by program staff, when qualified, or arranged for through the program via community resources. In addition to the basic services defined under “Adult Day Health”, the following specialized services are provided to individual participants as needed: vision, dental and audiology, psychiatric care, home health and personal care, durable medical equipment, specialty medical care, emergency medical services, rehabilitative therapies, hospital inpatient care as needed, long term care facility care as needed, and caregiver respite.

III. SPECIAL FEATURES OF LIFE

A. Comprehensive Services LIFE is a special health program designed to keep you as active as you can be and to help you remain at home for as long as possible. 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 LIFE participant, you no longer have to deal with many different health care providers. The Interdisciplinary Team (“IDT”) arranges all the services you receive. Most services will be provided at the LIFE center. The Interdisciplinary Team, 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.

Once you enroll in LIFE, your care will be overseen by your LIFE primary care physician. This physician will become your personal doctor. As a member of the Interdisciplinary Team, your doctor will always know exactly what services you are receiving and what care is planned for you.

C. Lock-In Provision Once you have enrolled in LIFE, you agree to receive services exclusively from LIFE Contracted Providers as long as you participate in this program. 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 the Interdisciplinary Team. Services for Emergency Medical Conditions, Urgently Needed Care and Post-Stabilization Care are covered Out of Area.

Please note: You may be fully and personally liable for unauthorized or out-of-PACE-network services.

IV. SERVICES PROVIDED

There are many kinds of services provided by LIFE. The 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 personal 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 XIII of this Agreement for a description of the Appeal Process.

A. SERVICES PROVIDED BY LIFE AND BY LIFE CONTRACTED PROVIDERS

The most unique feature of LIFE is the LIFE center, which is an adult day health facility where most of the services needed to maintain your health and independence will be provided. Many other services are provided in the comfortable, inviting center, which is open Monday through Friday. They include Adult Day Health, Transportation, Dietary Services, and Specialized Services.

***Adult Day Health Services Include:**

- Primary medical care which includes clinic visits with the LIFE Contracted Physician, Physician's Assistant and/or Nurse Practitioner
- Personal care such as bathing, hair and nail care, dressing, grooming, and toileting.
- Nursing
- Recreational activities
- Rehabilitation Therapy
- Social work services
- Nutritional counseling

** FOR FURTHER SPECIFICS ON WHAT ADULT DAY HEALTH INCLUDES PLEASE SEE THE "ADULT DAY HEALTH SUMMARY"*

Transportation Services Include:

- Transportation is provided to and from the center and specialty medical appointments

Dietary Services Include:

- Nourishment Supplements
- Dietary Counseling

Specialized Services Include:

- Vision
- Dental Services
 - Basic preventative treatment
 - Additional dental services, depending on assessment of the Interdisciplinary Team, may include

diagnostic tests, restorative dentistry, such as fillings, temporary or permanent crowns, complete or partial dentures and oral surgery.

- Audiology
- Hearing Care including hearing aids (repair and maintenance)
- Psychiatric care
- Home health and personal care
- Durable medical equipment
- Specialty medical care
- Emergency medical services
- Rehabilitative therapies
- Hospital inpatient care as needed
- Long term care facility care as needed
- Caregiver respite
- Care for Emergency Medical Conditions anywhere in the United States
- Urgently Needed Care outside the LIFE Service Area when pre-approved by LIFE (will be covered without pre-approval where LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval)
- Post Stabilization Care (will be covered without pre-approval where LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval)
- Prescribed medications (through the Primary Care Clinic as prescribed by your LIFE Provider)
- Prosthetics and orthotics

B. SUPPORTIVE SERVICES

If Supportive Services are part of your plan of care, they may include:

- Companion services
- Personal care
- Nursing services
- Home safety evaluation

C. SKILLED NURSING FACILITY SERVICES

Care in a rehabilitation or Skilled Nursing Facility may be medically necessary, including:

- Semi-private room
- Physician and nursing services
- Social Services
- Medical supplies and equipment
- Prescription drugs
- Physical, speech and occupational therapies
- All meals
- Personal care such as assistance with toileting, dressing, and bathing.

*Private room and private duty nurse, as well as any non-medical items for your use such as telephone charged or TV rental are only covered when approved by the Interdisciplinary team.

D. HOSPITAL SERVICES

When Hospital Services are needed, LIFE has contracts with the hospitals in the LIFE service area. If continued care is needed following discharge, LIFE arranges for admission to a Skilled Nursing Facility in the local area or for Home Health Services. Hospital Services include, but are not limited to:

- Semi-private room and board
- General medical and nursing services
- Behavioral services
- Administration of drugs, chemotherapy and radiation therapy
- Diagnostic or therapeutic items and service
- Laboratory tests, x-rays and other diagnostic procedures
- Kidney dialysis
- Medical equipment and supplies
- Surgical services
- Oxygen and anesthesia
- Rehabilitation services such as physical, occupational and speech therapy
- Blood, blood plasma, blood factors and blood derivatives
- Social services and discharge planning.

*Private room and private duty nurse, as well as any non-medical items for your use such as telephone charges or TV rental, are only covered when approved by the Interdisciplinary team:

E. OUTPATIENT SERVICES

If any of the above Hospital Services can be appropriately provided in an outpatient setting, they will be covered under the LIFE program.

G. HOME HEALTH SERVICES

Include:

- Skilled nursing services
- Social services
- Home health aide services
- Physical, speech or occupational therapy
- End of life and palliative care

H. AFTER HOURS CARE

There may be times when you need to speak to the LIFE Provider and receive advice or treatment for an injury or onset of a serious illness which simply cannot wait until regular LIFE day center hours. Please follow the instructions outlined below for afterhours care.

- When you need care after hours, there will always be an on-call provider available to answer your call, 24 hours a day, 7 days a week, 365 days a year.

- The on-call provider answering your call may not be the same one you see at LIFE, but he/she has been chosen by LIFE to answer your after-hours calls and is well qualified to give you the care you need or arrange to provide care.
- If the on-call provider believes you need to go to the hospital, he or she will call the ambulance for you.

For afterhours care, call LIFE at 910-483-4911 and the answering service will contact the on-call provider for you. The telephone number is listed on your membership card. For the hearing impaired, call the North Carolina Relay Operator 1-877-452-2514.

To leave a message for any of the professionals on your team or any LIFE staff member, call (910) 483-4911 and give the answering service your message.

You are not required to use the LIFE on-call service when you believe that you have a life-threatening condition or have an Emergency Medical Condition. Please use the “911” emergency response system if you believe you have an Emergency Medical Condition and require ambulance services.

I. OTHER SERVICES

Other services, supplies and equipment may be provided if determined necessary by the Interdisciplinary Team to improve and maintain a participant’s overall health status.

J. SERVICE EXCLUSIONS AND LIMITATIONS

Any costs incurred for excluded services will be the participant’s responsibility. The following services or items are not covered by LIFE:

- 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.
- Any services rendered outside of the United States **excluding those described in section VI.**
- Experimental medical, surgical, or other health procedures.

V. EMERGENCY SERVICES AND URGENTLY NEEDED CARE

An emergency is a life-threatening medical condition. If not diagnosed and treated immediately, emergent medical conditions could result in serious and permanent damage to your health.

- LIFE provides care for Emergency Medical Conditions (see Definitions) 24 hours per day, 7 days per week, and 365 days per year.
- Services for Emergency Medical Conditions do not require prior authorization by LIFE.
- Covered services include inpatient or outpatient services furnished immediately in or outside of the service area because of an Emergency Medical Condition.

If you believe you have an Emergency Medical Condition please call the “911” emergency response system ambulance services immediately.

- After you have used the “911” emergency response system, you or your family must notify LIFE as soon as reasonably possible.
- The LIFE Provider, who is familiar with your medical history, will work with the emergency service providers in coordinating your care and transferring your care to a LIFE Contracted Provider when your medical condition is stabilized.

Urgently Needed Care is covered services provided to you when:

- You are temporarily absent from the LIFE service area

AND

- When your unforeseen illness, injury, or condition is severe enough to require immediate attention, your life or ability to function are not in jeopardy.

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

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

VI. SERVICES OUTSIDE THE LIFE SERVICE AREA

A. RESPONSIBILITY FOR NOTIFICATION WHEN LEAVING THE SERVICE AREA

- Before you leave the LIFE area to go out of town, you must notify your Interdisciplinary Team.
- You must get authorization in advance for services outside of the PACE service area.
- LIFE will explain what to do if you become ill while away from your LIFE Provider.
- LIFE will not be responsible for paying for the services not authorized by the Interdisciplinary Team.
- However, LIFE will cover services that are for Emergency Medical Conditions.
- LIFE will cover Urgently Needed Care when approved or if LIFE did not respond to a request for approval within one hour after being contacted or cannot be contacted for approval.
- You are also required to notify LIFE if you move

B. EMERGENCIES OUTSIDE THE SERVICE AREA

LIFE covers care for Emergency Medical Conditions 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 LIFE as soon as reasonably possible.

If you are hospitalized, LIFE has the right to arrange a transfer when your medical condition is stabilized to a LIFE contracted hospital or another hospital designated by us. LIFE may also transfer your care to a LIFE Physician.

Remember to present your LIFE card as your medical insurance identification.

LIFE will pay for all medically necessary health services provided to you which are necessary to maintain your stabilized condition up to the time that LIFE arranges your transfer or are discharged.

Reimbursement Provisions:

- If you have paid for emergency or urgent medical services you received when it was impossible to obtain care through a LIFE Contracted Provider, you will be reimbursed if you submit a statement and proof of payment to the Business Office Coordinator:

**LIFE St. Joseph of the Pines
Attention: Business Office Coordinator
4900 Raeford Road
Fayetteville, NC 28304**

- Reimbursement will be sent by LIFE within 15 - 45 days.

- If your request for reimbursement is denied by LIFE, you have the right to appeal this decision.
- Refer to section XIII for a description of the appeals process.
- If you receive any medical care or covered services as described in this Agreement outside of the United States, LIFE will not be responsible for the charges, except as described in section C below.

C. SERVICES RECEIVED OUTSIDE THE UNITED STATES

Services received outside the United States generally are not covered by LIFE. 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.

LIFE will cover services received outside the U.S. only under the following circumstances:

- In the event that a Canadian or Mexican hospital is closer than a U.S. hospital 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 you are in the U.S. and have 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 LIFE may pay for the services.
- If you are crossing through Canada without delay on the most direct route between Alaska and another state and you have a medical emergency LIFE may pay for the services. In this situation “most direct” route means that the main purpose of your travel through Canada is to get from one part of the U.S. to another.

In the event you are in one of the above circumstances the following services are covered:

- Inpatient Hospital Services
- Primary care services that are provided while you are hospitalized.
- If you receive primary care services outside of a hospital stay, LIFE may not pay for these services. LIFE may pay for these services if you receive these services on the same day you are admitted to the hospital and the services are for the same condition for which you were admitted to the hospital.
- Ambulance services to get you to the hospital emergency room if you believe you have an Emergency Medical Condition. LIFE will only cover ambulance services if you are admitted to the hospital. Return trips are not covered.

If you remain outside the service area for 30 days or more, may be involuntarily disenrolled from LIFE, unless arrangements have been made with your Interdisciplinary Team.

VII. ELIGIBILITY AND ENROLLMENT

A. ELIGIBILITY REQUIREMENTS

You are eligible to enroll in the LIFE plan if you:

- Are 55 years of age or older
- Live in the LIFE service area
- Are eligible for nursing home care by state requirements
- Can live safely in the community with LIFE services at the time of enrollment

B. ENROLLMENT

Enrollment into LIFE will require you to disenroll from any Medicare or Medicaid managed care plan. Enrolling in LIFE is a four-step process:

Intake

- Intake begins when you or someone calls on your behalf or comes to LIFE.
- If it appears from this conversation that you are potentially eligible, a LIFE Enrollment Specialist will schedule a visit to your home, explain our program and conduct a preliminary screening.
- We will 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.
- Gathering this information will allow you to attend the LIFE center so that you can get to know us and have your health needs evaluated by each Interdisciplinary Team Member.

Tuberculosis Testing

A tuberculosis skin test(s) or a chest x-ray, or proof of within the last year is required during the enrollment/intake process.

Testing will be done at intake if needed and results will not impact or preclude enrollment.

Prior Approval

- LIFE is committed to serving the elderly who need long-term care; therefore, an independent opinion must confirm that your health status qualifies you to join the PACE program administered by LIFE St. Joseph of the Pines.
- Our LIFE Staff will complete the information on the North Carolina Medicaid Program Long Term Care Services Assessment tool and will submit to the Division of Medical Assistance.
- The Division of Medical Assistance will review this Assessment tool submitted by LIFE and determine if you are eligible for nursing home care by state requirements.

In the event that the Division of Medical Assistance finds that you are not eligible for nursing home care by state requirements, you will not be able to enroll into the program. If we determine you are not able to live safely in the community, your enrollment will be denied. LIFE will work with you to make other arrangements for the care you need.

You have the right to appeal your eligibility determination or a denial of enrollment. This appeal should be made through the State Fair Hearing Process through the Office of Administrative Hearings:

Office of Administrative Hearings

Attention: Clerk

6714 Mail Service Center

Raleigh, NC 27699-6714

Office Number: 984-236-1850

Facsimile Number: 984-236-1871

Medicaid Hotline: 984-236-1860

Division of Medical Assistance

2501 Mail Service Center

Raleigh, NC 27699-2501

(919) 855-4100

If you are a Medicare Beneficiary or Private Pay for the LIFE program you can contact:

North Carolina Department of Health and Human Services
Attention: General Counsel
2001 Mail Service Center
Raleigh, NC 27699-2001
Office Number: 919-733-2796
Facsimile Number: 919-715-4645

Assessments & Formulation of Care Plan

- Should the Division of Medical Assistance approve that you are eligible for nursing home care by state requirements, assessments will occur in the LIFE Center and in your home.
- First, the In-Home Services Coordinator, RN, a member of the Interdisciplinary Team, will coordinate a time to visit you in your home and determine if you can live safely in the community with LIFE services. There may be other members of the Interdisciplinary Team who may also visit you in your home.
- Next, the Interdisciplinary Team and an Enrollment Specialist coordinate a time for you to come to the LIFE Center. Here, various Interdisciplinary Team members shall evaluate your needs.
- When each Interdisciplinary Team member has evaluated your situation, the Interdisciplinary Team will meet to share their findings and will develop your individual plan of care.

If you enroll, you must agree to receive all health services from LIFE (this is called the “lock-in” provision). (See section IV, Emergency Services). Your Monthly Fees, if any, will be verified by LIFE staff. (See section VII, Monthly Fee).

Enrollment

- If you find your visits to the center satisfactory and you meet the requirements of LIFE St. Joseph of the Pines’ PACE program, an Enrollment Specialist will contact you and/or your family to discuss further enrollment.
- During this Enrollment meeting you will review your participation in LIFE St. Joseph of the Pines’ PACE program and anticipated change to: Patient Monthly Liability (PML). If you decide to join LIFE, we ask you to sign the Enrollment Agreement.
- Your LIFE card will be given to you on your first visit to the LIFE Center after enrolling.
- Once you sign the enrollment agreement and if you are eligible for PACE Medicaid, an Enrollment Specialist will send the appropriate documentation to the county Department of Social Services in which you reside.
- The Department of Social Services will key in all necessary information and determine a payment amount, if applicable.
- Your enrollment date will be the first day of the following month after the enrollment agreement is signed.
- After signing, you will receive a copy of the Enrollment Agreement, a sticker with LIFE’s emergency telephone number to post in your home and a list of the Interdisciplinary Team members and LIFE

Contracted Providers.

VIII. MONTHLY FEES

A. DUAL ELIGIBLE, MEDICAID ONLY ELIGIBLE, OR PACE MEDICAID ELIGIBLE

Monthly fees are determined by the Department of Social Services in the county in which you reside. Your approximate monthly fee of \$_____ starts on _____ (date).

B. MEDICARE ELIGIBLE ONLY

If you are eligible for Medicare only and are not eligible for Medicaid, you required to pay a Monthly Fee to LIFE. Your approximate 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 \$_____ which starts on _____ (date).

C. MEDICARE AND MEDICAID INELIGIBLE

If you are not eligible for Medicare nor Medicaid, you required to pay a Monthly Fee to LIFE. Your approximate 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 \$_____ which starts on _____ (date).

D. PREMIUM PAYMENT CONDITIONS

If you are required to pay a Monthly Fee to LIFE, you must pay the full 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. Payment can be made by check, money order or cash to:

LIFE St. Joseph of the Pines
4900 Raeford Road
Fayetteville, NC 28304

If you become eligible for Medicare after enrollment in PACE you must obtain all Medicare coverage (Parts A and/or B, and Part D) from the PACE organization. The participant will be disenrolled from PACE if you elect to obtain Medicare coverage other than from your PACE organization, LIFE at St. Joseph of the Pines.

IX. TERMINATION OF PARTICIPATION

A. VOLUNTARY DISENROLLMENT

You may voluntarily disenroll from the program at your request at any time and for any reason. If you wish to disenroll, you should contact the LIFE Social Worker immediately. You will be asked to sign a Disenrollment Form. This form will indicate that you will no longer be entitled to service through LIFE after midnight on the last day of the month. All voluntary disenrollments are effective on the first day of the month following the date LIFE receives notice that you wish to disenroll. You must continue to use LIFE services and to pay your Monthly Fee, if applicable, until your voluntary disenrollment is effective. LIFE will continue to provide all necessary services until your disenrollment is effective. Please note that electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling in LIFE will be considered a voluntary disenrollment from PACE.

B. INVOLUNTARY DISENROLLMENT

LIFE wants to keep you as a participant and will work with you to resolve any issues. If LIFE is no longer able to provide appropriate care, LIFE can terminate your participation by giving you at least 30 days' notice in writing. All involuntary disenrollments must be approved by Division of Medical Assistance. Your involuntary disenrollment will be effective on the first day of the next month that begins 30 days after the day LIFE sends you notice of the disenrollment.

LIFE can request to disenroll you if:

- You move out of the LIFE service area or are out of the service area for more than 30 days, unless LIFE agrees to a longer absence due to extenuating circumstances.
- The LIFE agreement with the Centers for Medicare & Medicaid Services and the Division of Medical Assistance is not renewed or is terminated.
- You or your caregiver behave in a disruptive, unruly, abusive or uncooperative way so that the Interdisciplinary Team is unable to safely provide services to you or other participants.
- LIFE is unable to offer health care services due to loss of state licenses or contracts with providers.
- You fail to pay or make satisfactory arrangements to pay any required premium or any applicable spend down obligations due to the LIFE organization, any applicable Medicaid spend down liability, or any amount due under the post-eligibility treatment of income process after 30-day grace period.
- It is determined that you are no longer eligible for nursing home care by state requirements by the North Carolina Medicaid Program Long Term Care Services Assessment tool, 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 Division of Medical Assistance. The effective date of termination of benefits is midnight of the last day of the month. You are required to use LIFE's services and pay any premiums due until termination becomes effective. LIFE will continue to provide all necessary services until your disenrollment is effective. LIFE will provide you with information on the consequences of subsequent enrollment in other optional Medicare or Medicaid programs following disenrollment form PACE

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

C. REINSTATEMENT

If you choose to disenroll voluntarily from LIFE, you must reapply and meet the eligibility requirements to be reinstated.

X. PARTICIPANT'S BILL OF RIGHTS AND RESPONSIBILITIES

When you join a PACE program, you have certain rights and protections. LIFE at St. Joseph of the Pines, 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 LIFE at St. Joseph of the Pines, we are dedicated to providing you with quality healthcare 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 LIFE at St. Joseph of the Pines 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 LIFE at St. Joseph of the Pines 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 LIFE at St. Joseph of the Pines 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 LIFE at St. Joseph of the Pines 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 LIFE St. Joseph of the Pines receives your notice of voluntary disenrollment.

Additional Help:

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

Participant Responsibilities

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

You have the responsibility to:

- Cooperate with the Interdisciplinary Team in implementing your care plan.
- 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 LIFE Provider for direction in an urgent situation.
- Notify LIFE as reasonably as possible if you require emergency services out of the service area.
- Notify 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 LIFE St. Joseph of the Pines or agency regulations.
- Voice any dissatisfaction you may have with your care.
- Notify LIFE St. Joseph of the Pines if you are unable to come to the PACE Center on your appointed days, with as much advance notice as possible.
- Notify LIFE St. Joseph of the Pines if you move or have a length of absence from the service area.

XI. GRIEVANCE PROCESS

A. GRIEVANCE

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

All LIFE staff members share the responsibility in 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.

Notice of Grievance

Any LIFE participant or his/her representative may file a grievance with any staff member at any time, either in person, by telephone or in writing.

LIFE St. Joseph of the Pines
Attn: Quality Department
4900 Raeford Road
Fayetteville, NC 28304
(910) 429 7210

You and/or your representative are provided with written information about the grievance process upon initial enrollment and at least annually thereafter, or when you file a grievance. It is important to give complete information so that appropriate staff can help to resolve your concern in a timely manner. You have the right to confidentiality and all issues related to grievances are kept confidential. During this process, LIFE will continue to provide all your required services.

B. GRIEVANCE ACKNOWLEDGEMENT & INVESTIGATION

- LIFE St. Joseph of the Pines staff receiving a verbal or written grievance will document the grievance on the LIFE Grievance Form and immediately send a copy of the form to LIFE's Quality Assurance Coordinator for tracking purposes.
- A LIFE staff member will be responsible for discussing the process for resolving the grievance with you and your representative.
- The Quality Assurance Coordinator will also inform you of your right to submit a written privacy complaint directly to the Office for Civil Rights (OCR) in the U.S. Department of Health and Human Services. The LIFE staff will help you file this complaint or will provide you with the following phone number and website for more information on filing privacy complaints to OCR:

Toll Free: 1-800-368-1019

Website: <http://www.hhs.gov/ocr/privacyhowtofile.htm>

C. GRIEVANCE RESPONSE & RESOLUTION

- The Quality Assurance Coordinator or Executive Director will discuss with you, and provide in writing within five (5) business days, the specific steps, including timeframes for responses, that will be taken to resolve the grievance.
- The Quality Assurance Coordinator will inform you in writing about LIFE's decision regarding the grievance within thirty (30) calendar days of the date your grievance was filed.
- If you or your representative is satisfied with the outcome of the resolution of the grievance, you and your representative.
- Upon resolution of the grievance the staff responsible for the grievance process will immediately submit the completed original grievance form to the Quality Assurance Coordinator for documentation purposes.

Grievance Review Options

- If you are not satisfied with that resolution, you or your representative has the right to seek further action.
- You and or your representative have a right to ask that the written report of the grievance be sent to LIFE's President/CEO and Executive Director.
- If you and or your representative need further assistance with the grievance, a form letter will provide you with information about how to file a grievance to the Division of Medical Assistance.

Division of Medical Assistance
2501 Mail Service Center
Raleigh, NC 27699-2501
(919) 855-4100

XIII. APPEAL OF COVERAGE AND PAYMENT DENIALS

NOTICE OF APPEAL

An appeal is a request for review of a decision made by LIFE whether a service should be provided to you or a payment decision. You have a right to appeal any decisions made by LIFE or LIFE Contracted Providers, including denials, reductions, or termination of services, and decisions not to pay for items and services which you believe are covered by LIFE. All appeals are confidential. LIFE will provide you with written information on the appeals process upon enrollment, at least annually thereafter, and whenever a service or request for payment is denied.

“Standard” and “Expedited” Appeals

There are two kinds of appeals:

a. Standard (30 calendar days) - If you ask for a standard appeal, we must give you a written decision as quickly as your health condition requires, but no later than 30 calendar days after we get your appeal. Your appeal will be reviewed by an impartial third party who was not involved in the original action or decision and does not have a stake in the outcome of your appeal. The reviewer will be appropriately credentialed in the field(s) or discipline(s) related to your appeal. You will be given an opportunity to present any evidence or additional information you may want to share related to your appeal, in person, as well as in writing.

If your appeal is based on LIFE’s decision to reduce or terminate a service you have been receiving, you may continue to receive the disputed service during the appeal process if you request the continuation, with the understanding that you may be liable for the costs of the service if the appeal determination is not in your favor. LIFE will continue to provide all other required services during the appeal process.

b. Expedited (72-hour) - You have the right to an expedited appeal if you or your LIFE Provider believes that your life, health, or ability to regain or maintain maximum function could be seriously harmed without the disputed service. LIFE must make a decision on an expedited appeal as quickly as your health condition requires, but no later than seventy-two (72) hours after it receives your appeal. LIFE may extend this time by up to fourteen (14) calendar days if you request an extension or if we demonstrate to the Division of Medical Assistance the need for additional information and the need for the extension and how it is in your best interest.

Filing 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 LIFE at 910-483-4911 to learn how to name your authorized representative.
- If you have a hearing impairment, please call the TTY number 1-877-452-2514.
- If you want someone to act for you, you and your authorized representative must sign, date, and send us a statement naming that person to act for you.

- For a standard appeal, you or your authorized representative should mail or deliver your written appeal to the address below:

LIFE St. Joseph of the Pines
Attention: LIFE Quality Director
4900 Raeford Road
Fayetteville, NC 28304

For an expedited appeal, you or your authorized representative should contact us by telephone or fax:

Telephone: (910) 483-4911 FAX #: (910) 483-4911

Appeal Results

- LIFE will review the matter under appeal.
- After a decision is made, LIFE will provide written notification of the decision no later than thirty (30) calendar days for a standard appeal and within seventy-two (72) hours for a fast appeal.
- If the decision is in your favor, LIFE will provide the disputed service or payment as quickly as your health condition requires.
- If the decision is not fully in your favor, the notification will state the specific reason(s) for the denial, explain the reason(s) why the service would not improve or maintain your overall health status, inform you of your right to appeal the decision, and describe your external appeal rights.
- If any of the services or items you requested are still denied additional external appeal rights under Medicaid and Medicare are available.

Additional Appeal Rights Under Medicare and Medicaid

If we make a decision on your appeal that is not in your favor, you have additional appeal rights through either Medicaid or Medicare. If you are enrolled in both Medicaid and Medicare you may choose either process, but not both. If you are not sure which one to use, LIFE can help you decide.

If you are enrolled in both Medicaid and Medicare OR Medicaid only, and choose to file an external appeal using the Medicaid external appeals process, you can submit your appeal through the States Fair Hearing process by writing to:

Office of Administrative Hearings
Attention: Clerk
6714 Mail Service Center
Raleigh, NC 27699-6714
Office Number: 984-236-1850
Facsimile Number: 984-236-1871
Medicaid Hotline: 984-236-1860

You or your authorized representative must send a written appeal request within 30 days of date of the adverse notification. Your appeal must be postmarked or received by OAH within 30 days of the adverse decision.

If you are enrolled in both Medicare and Medicaid OR Medicare only, you may choose to appeal using Medicare's external appeals process. Medicare uses an independent review entity for appeals. A written request for reconsideration must be filed with the independent review entity within 60 calendar days from

the date of the decision by the third party reviewer. We will send your case file to Medicare's independent review entity for you.

The current Medicare contractor appeals entity will either maintain our original decision or change our decision and rule in your favor. If you need information or help, call LIFE at (910) 483-4911.

XIV. 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 LIFE to obtain and use such photographs.

Changes to Plan

Changes to LIFE services may be made without your consent if they are approved by the Division of Medical Assistance. LIFE will give you at least thirty (30) days written notice of any change.

Continuation of Services on Termination

If this Agreement 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. LIFE will assist you with this transition to help you find appropriate care and help you understand your options. You will be notified of what the new services will be 30-45 days in advance.

Cooperation in Assessment

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

Governing Law

LIFE is subject to the requirements of 42 CFR, Part 460 and CRS 25.5-5-412. Any provision required to be in this Agreement by the above will bind LIFE whether or not set forth herein, and any provision of this Agreement which, on its effective date, is in conflict with North Carolina 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

LIFE will not unlawfully discriminate against participants in the rendering of service on the basis of race, ethnicity, age, religion, color, national origin, ancestry, sex, marital status, sexual orientation, mental or physical disability, or source of payment. LIFE will not discriminate against participants in the provision of services on the basis of having or not having an advance directive.

Notices

Any notice which we give you under this Agreement 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:

LIFE St. Joseph of the Pines

4900 Raeford Road

Fayetteville, NC 28304

Telephone number: (910) 483-4911

For the deaf or speech impaired, the TTY number is as follows: 1-877-452-2514.

Notice of Certain Events

If you will be materially or adversely affected, LIFE will give you reasonable notice of any termination, breach of contract, or inability to perform, by hospitals, primary care providers, or any other person with whom LIFE has a contract to provide services. LIFE 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 LIFE primary care providers. Organ donation begins at the hospital when a patient is pronounced brain dead and identified as a potential organ donor. An organ procurement organization will become involved to coordinate the activities.

Our Relationship to LIFE Contracted Providers

LIFE is able to provide full scope of services through contracts with community providers. 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. LIFE Contracted Providers are required to abide by the rules and regulations of the LIFE program.

Policies and Procedures

LIFE reserves the right to adopt reasonable policies and procedures in order to provide the services and benefits under PACE.

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, LIFE must report such instances to the Division of Medical Assistance. If you are a Medicaid beneficiary, any proceeds which you may collect, pursuant to the injury, ailment or disease, are assigned to the Division of Medical Assistance. If you are a Medicare beneficiary, LIFE will actively pursue third party claims.

Time Limit on Legal Claims

Any legal claim, other than a claim for personal injuries that you have with respect to LIFE or with respect to services provided by 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.

Waiver of Conditions for Care

If you do not meet certain conditions to receive a particular service, 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.

Payment

Payment for services provided and authorized by the Interdisciplinary Team under this Agreement will be made by LIFE directly to the provider. You cannot be required to pay anything that is owed by LIFE to the selected providers. Payment for unauthorized services, except in the case of an emergency, will be your responsibility.

Medical Records

It may be necessary for LIFE to obtain your medical records and information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, primary care providers or other practitioners who treat you. 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. By signing the Enrollment Form and accepting services under this Agreement, you authorize such organizations and individuals to release information to LIFE which is relevant to the provision of services under this Agreement. Access to your own medical record is permitted in accordance with applicable law.

ADULT DAY HEALTH SUMMARY

LIFE CENTER HOURS OF OPERATION

LIFE remains dedicated to serving our participants and families, please call 910.483.4911 for any of your needs.

MEDICATION USE & ADMINISTRATION

- No self-medication is permitted.
- Medications administered at the LIFE facility shall be kept in a locked location.
- Medications shall be administered by the nurse on duty.
- Medication lists will be updated by your Primary Care Provider.
- Medication order changes require a medical provider's order.
- Medications will be filled in separated packages to provide meds for at home use and for LIFE center use only. The total amount dispensed at LIFE and at home will equal one month.
- Medicines requiring refrigeration must be transported in individual cooler packs.
- Medications are sent to the homes in premeasured packages.

ADVANCED DIRECTIVES

A time may come when you are too sick to talk to your LIFE team or even your family or friends. Our policy is to discuss with you and your family what kinds of care you want before it's too late. There are several ways you can do this:

You may give written instructions, called an “advanced health care directive”

You may ask someone else to decide your care for you. This request must be in writing, and is called a “health care power of attorney”

You may simply talk to your LIFE doctor, who will write down what you want as part of your medical record.

LIFE will keep a written and signed copy of your wishes. No matter what you decide, LIFE will follow your wishes in these matters.

CONFIDENTIALITY

In order to fulfill LIFE's mission, the program recognizes that all participants expect and deserve that the exchange of all information pertaining to them be strictly limited to only those team members who need to know that information. LIFE considers a breach of confidentiality to be a serious event and considers any inappropriate disclosure of your information a violation of trust that jeopardizes the mission and survival of the program. You have the right to communicate with your health care provider in confidence and to have the confidentiality of your health care information protected.

Staff who have access to your information must protect and utilize this information with the greatest level of care and will comply with LIFE's policy for release of information. Failure to protect confidential information will result in disciplinary action.

Medical records are the property of LIFE and shall be stored in the electronic medical record system and maintained by the electronic medical record Administrator. Any *paper* medical records are stored in a secured locked room and protected from fire, water damage, insects and theft. Access to your medical records is limited to the staff and consultants providing service to you.

ABUSE & NEGLECT

Disabled adult abuse is a term referring to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to a vulnerable adult.

This includes:

- Abandonment
- Emotional or psychological abuse
- Exploitation
- Neglect
- Physical Abuse
- Sexual Abuse

LIFE supports and encourages its professional staff to report all suspected cases of elder abuse, neglect and exploitation to the proper local authorities. You can also report yourself.

LIFE will report the case to the appropriate adult protection agency if indicated.

Contact information to report alleged neglect, abuse, or exploitation of a disabled adult is as follows:

Cumberland County DSS

Phone Number: 910-323-1540

Address:

1225 Ramsey Street
Fayetteville, NC 28301

Harnett County DSS

Phone Number: 910-893-7500

Address:

103 E. Front Street
Lillington, NC 27546

Hoke County DSS

Phone Number: (910) 875-8725

Address:

314 South Magnolia Street
Raeford, NC 28376

Moore County DSS

Phone Number: 910-947-2436

Address:

1036 Carriage Oaks Drive
Carthage, NC 28327

Robeson County DSS

Phone Number: 910-671-3500

Address:

435 Caton Road
Lumberton, NC 28360

INCLEMENT WEATHER

Should inclement weather occur, LIFE will consider the safety of both participants and staff in the provision of services. The decision to close the Day Health Center to participants during these circumstances will be made by the Center Manager or Executive Director.

WE WILL REPORT ALL DELAYS OR CLOSINGS FOR ANNOUNCEMENTS ON THE FOLLOWING TELEVISION STATIONS:

- WRAL TV 5
- WTVD 11
- News 14 Carolina

BEASLEY BROADCASTING RADIO STATIONS TO INCLUDE:

- WAZZ 1490 AM
- WFLB 96.5 FM
- WKML 95.7 FM

- WTEL 1160 AM
- WUUKS 107.7 FM
- WZFX 99.1 FM

A STAFF MEMBER MIGHT BE CONTACTING YOU BY TELEPHONE DURING THE DAY.

TRANSPORTATION

COMMUNICATION BETWEEN LIFE & CAREGIVER

If you live with a family member or caregiver, LIFE will inform family members that you will be brought home early and the estimate arrival time. Family members will have the option to come to the center and pick you up. Arrangements must be made by family members to ensure that someone can be home to meet you.

If a caregiver is not home when you arrive, phone calls will be made to the caregiver and back up contact persons for further instructions. If contact cannot be made, you may be brought back to the center until your caregiver is reached.

MEDICAL EMERGENCY WHILE AT LIFE

If emergency medical treatment is required while you are at the Day Center or on LIFE transportation, you will be taken to the appropriate location for such treatment.

In the event of a medical emergency/accident the driver or escort will contact LIFE Center personnel, who will contact your caregiver or emergency contact.

The location where you are receiving care will be communicated to your caregiver, family or contact persons.

TOBACCO RESTRICTIONS FOR PARTICIPANTS & VISITORS

LIFE St. Joseph of the Pines, Inc. (organization) maintains the right to restrict the use of tobacco products at our facility and on our property.

GUIDELINES:

1. Tobacco products are not permitted inside the LIFE building or on vans.
2. Tobacco products will not be sold or distributed on organization property.

CORRECTIVE ACTION:

Any participant or visitor found to have violated this policy may be subject to counseling and further disciplinary action.

WHAT TO BRING TO THE LIFE CENTER

- Walkers, wheelchairs, braces, or artificial limbs and any other equipment you may need.
- A change of clothes to leave at the center (labeled with your initials).
- Wear comfortable clothes.
- Label all belongings with your initials.
- Wear minimal jewelry.

WHAT NOT TO BRING TO THE LIFE CENTER

- Do not bring money or valuables to the Center.
- Do not bring any prescriptions.

Before your first day, the Center's staff will contact you about what times you will be picked up and returned to your house.

LIFE ST. JOSEPH OF THE PINES STATEMENT OF UNDERSTANDING

The services available through the LIFE St. Joseph of the Pines ("LIFE") Program of All-Inclusive Care for the Elderly ("PACE") have been explained to me in an initial assessment by LIFE Enrollment and Marketing staff, on _____.

SPECIFICALLY, I UNDERSTAND THAT:

- The Participant Navigator who explained this program to me is an employee of LIFE and does not represent any city, state or federal agency.
- Before signing the Enrollment Agreement ("Agreement"), I was provided a copy of the Agreement and had the opportunity to read and understand the coverage, terms and conditions of participation in PACE.
- I agree to participate in LIFE PACE according to the rules and guidelines in the Agreement.
- I agree to be assessed by a LIFE primary care provider, nurse, social worker, physical therapist, occupational therapist, dietitian, recreational coordinator, and in-home service coordinator. This team will develop a personalized plan of care for my individual needs.
- I agree to comply with the plan of care that is developed for me in regards to hours and days of attendance at the LIFE Adult Day Health center.
- I understand that once I enroll, LIFE becomes my sole provider and will arrange all my medical care. As a participant, I agree to receive all medical and health-related services from LIFE staff or providers approved by LIFE, including hospital and nursing home services if needed.
- I agree to change my primary care doctor and other specialists if they are not LIFE providers.
- Except for emergency care, I understand if I receive health care from a provider who does not contract with LIFE or is not approved by LIFE, may be fully and personally responsible for the cost of the services.
- I understand that once I enroll with LIFE, I will no longer need to bring medications prescribed from my previous primary care provider to the LIFE Center. Once enrolled, all of my medications will be managed through the LIFE Medical Staff.
- LIFE staff will provide personal care and meals in my home if I need service; these same services from other agencies outside of LIFE will stop after enrollment.
- Enrollment in LIFE 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, if applicable.
- Enrollment in LIFE will result in disenrollment from any other private Medicare or Medicaid managed care plan, such as a Medicare Advantage plan.

Participant or Legal Representative Signature:

MONTH/DATE/YEAR

LIFE Enrollment Specialist Name (Printed):

MONTH/DATE/YEAR

LIFE Enrollment Specialist Signature:

MONTH/DATE/YEAR

INDIVIDUAL EMERGENCY PREPAREDNESS PLAN

FOR:

MONTH/DATE/YEAR

The best way to cope with a disaster is by preparing in advance and working together with you, your family and the LIFE staff.

We will help you create a personal plan for dealing with emergencies and disasters.

Please keep the LIFE phone number displayed where you can find it easily, like on your refrigerator or next to your telephone.

The most common emergency that might develop is a medical emergency. If you have a life-threatening health situation, immediately contact 911. As soon as possible either you or your caregiver contact LIFE at 910-483-4911

If you do not feel well, have a concern about your health or medications on a day you are not at the LIFE center, please contact the LIFE medical staff at 910-483-4911.

If weather conditions do not permit the LIFE center to open or to close early, the LIFE staff will contact you and explain how long the center will be closed and why, how we will manage medications and medical emergencies.

EMERGENCY PREPAREDNESS CHECKLIST

- Post emergency telephone numbers by phones (LIFE 910-483-4911 and 911).
- In case of fire have an evacuation plan from the house,
- Know how to turn off water, gas and electricity if need arises.
- Have a working smoke detector installed near bedroom

- Have an emergency supply kit including: 3 day supply of food and water, list of medications, extra eyeglasses, hearing aid batteries, etc., copies of LIFE card.
- Replace stored food every 3 months and stored water every 6 months.

PRACTICE YOUR EVACUATION DRILLS EVERY SIX MONTHS.

In case of and emergency, please contact:

TELEPHONE

I **DO** | **DO NOT** have another adult living with me who can help me during emergency

I **CAN** | **CAN NOT** manage by myself during an emergency situation for three days.

PARTICIPANT INFORMATION

Participant Name:

Address:

Home Phone:

Cell Phone:

Caregiver Name:
