

Participant Name: _____

JACC Identification Number: _____

Participant Enrollment Agreement

Jersey Assistance for Community Caregiving (JACC)

The Jersey Assistance for Community Caregiving (JACC) program aims to help individuals remain in their homes by providing services which strengthen the individuals' caregiving networks. The JACC program also encourages individuals to play an active role in the decision-making process regarding their own care.

By signing this agreement form, I agree to JACC and acknowledge that this agreement shall remain in effect for the entire duration of my enrollment in the program.

I am agreeing to the following:

- JACC is a voluntary program, and I may choose to withdraw at any time.
- I am welcome to switch from JACC to another service program as I choose. If I choose to participate in a Medicaid/NJ FamilyCare program, such as MLTSS (Managed Long Term Services and Supports), in the Statewide Respite Care Program, in the Alzheimer's Adult Day Services Program, in the Congregate Housing Services Program, or in any other State-funded program, then I will be disenrolled from JACC.
- I understand that the State cannot guarantee that JACC services are provided in a manner that is satisfactory to me. If I am unhappy with a service provider, I should report it to my Care Manager immediately.
- Plan of Care: I will work together with my JACC Care Manager to create a Plan of Care. This Plan of Care, and availability of services, will determine which services I receive.
 - I will receive a completed copy of the Plan of Care.
 - The Plan of Care will be revisited for potential revisions at least once annually. The Plan of Care can change more frequently, depending on my care needs, personal goals, service availability, and funding availability.
 - The JACC program will not provide any services which are not listed in my Plan of Care (POC).

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- Service limitations: Services are limited to a capped monthly budget and are provided by contracted providers.
 - Exceptions to the monthly budget may be made based on need and funding availability for specific, short-term expenses.
 - If there is no contracted provider for the needed service in the area, every effort will be made to contract with new providers. If no provider is able or willing to contract for the service, then the service cannot be provided through the JACC program.
 - If the required service is outside of the scope of the JACC program or the monthly budget, my JACC Care Manager will work with me to find an alternative way to secure the service.
- Contact with Care Manager: Every third month, I will meet in person, in my place of residence, with my JACC Care Manager. At least one time each month that we do not meet in person, I will have a telephone or video call with my JACC Care Manager.
 - I understand that the purpose of these contacts is to discuss the services that I am receiving through JACC, any other services that I am receiving, my care needs, my personal goals and plans for the future, and how my Care Manager can assist me with my needs and goals.
- Co-pay: All participants share in the cost of the JACC program. This is called “co-pay.”
 - My co-pay will be billed to me monthly. The co-pay is to be paid within 30 days of the billing date.
 - My JACC Care Manager and I will review my co-pay amount at least once each year. If my income or assets change, I shall notify my JACC Care Manager immediately, and the co-pay amount will be recalculated.
 - If I have financial difficulty in paying my co-pay, I will work with my JACC Care Manager to find a resolution. I understand that if an alternative resolution cannot be reached, I may be disenrolled from the JACC program.
- Fiscal intermediary: The State contracts with a third party agency to handle to the billing details for the JACC program.

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- I understand that the fiscal intermediary will bill me for my co-pay each month.
- I understand that the fiscal intermediary will handle payments to my JACC providers and that I am not to make any direct payments to my JACC providers.
- I understand that the State will not reimburse me for any direct payments I make to JACC providers.
- Conditions for disenrollment: The State may disenroll me from the JACC program if one or more of the following circumstances occur:
 - I fail to abide by this Participant Enrollment Agreement, the rules of the program, or my Plan of Care.
 - I become clinically or financially ineligible to receive JACC services.
 - I have been admitted to a licensed healthcare facility for at least 90 consecutive days.
 - I relocate out of the State of New Jersey for more than 90 consecutive days.
 - I do not pay my co-pay or I am repeatedly late in doing so.
 - I fail or refuse to meet with and talk to my JACC Care Manager.
 - Exceptions include hospitalization or temporary inpatient care, such as for rehabilitation after a hospitalization.
 - I engage in willful misrepresentation, exploitation, fraud, or abuse of the services provided under the JACC program.
 - I fail to provide all information and documentation requested by the State for participation in the JACC program.
- Terms of disenrollment: In the event that I am disenrolled from the JACC program, there are certain conditions that must be met.
 - The Care Coordinator shall provide me with 30 days' written notice in the event of disenrollment or discontinuation of payment to JACC service providers.
 - If I am engaged in willful misrepresentation, exploitation, fraud, or abuse of the JACC program, the Care Coordinator does **not** need to provide me with 30 days' notice of disenrollment or discontinuation of payment.
 - I am responsible for all service costs incurred after the disenrollment date provided in the State's 30 days' notice of disenrollment.

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- In the event that I am disenrolled from the JACC program, I may request an administrative review by writing to:

JACC
NJ Division of Aging Services
P.O. Box 807
Trenton, NJ 08625

- I understand that the request for administrative review must be postmarked no later than thirty (30) days from the date the disenrollment notice is sent.
- Re-enrollment:
 - If I am disenrolled or choose to disenroll from the program, I understand that I may reapply and that I will be treated as a new applicant.
 - I understand that if I have been previously disenrolled from the program due to failure to pay the required co-pay, willful misrepresentation, exploitation, fraud, or abuse of the services provided under the JACC program, then there may be limitations or special requirements for participation in the program to avoid such issues during this enrollment.
- I agree to hold harmless, release, and forever discharge the County and the State and their officers, employees, agents, and representatives for any claims or liability that may arise in relation to the services provided under the JACC program, excepting any claims based upon the State's obligation to pay for services, or for grossly negligent, willful, wanton, malicious, or criminal acts or omissions. Such claims are subject to the provisions of the New Jersey Contractual Liability Act and the New Jersey Tort Claims Act. Service providers, including participant employed providers (PEPs) and contracted agencies, are not considered County or State employees, agents, or representatives and do not benefit from this hold harmless provision.

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By signing, I acknowledge that I have received a copy of this Participant Enrollment Agreement, that it has been explained to me by the Care Manager named below, and that I understand and agree to the contents of the agreement.

Name of participant or legal representative

Signature

Date

Name of Care Manager

Signature

Date