

Enrollment Agreement



Eddy SeniorCare

ST PETER'S HEALTH PARTNERS

Eddy SeniorCare - Schenectady

1938 Curry Road

Schenectady, NY 12303

(518) 382-3290

and

Eddy SeniorCare - Latham

385 Watervliet Shaker Road

Latham, NY 12110

(518) 213-7526

Toll-free 1-(855)-376-7888

Free Language Assistance Services 833-426-1835

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St. Peter's Health Partners Mission

We, St. Peter's Health Partners and Trinity Health, serve together in the spirit of the gospel as a compassionate and transforming healing presence within our communities.

Vision Statement

To be recognized for innovation, excellence, responsiveness and value in healthcare, supportive housing and community services.

Toward these Mission and Vision Statements, the purpose of Eddy SeniorCare is to:

Eddy SeniorCare/PACE Mission Statement

1. Maximize the independence, dignity, and respect of our Participants;
2. Help make our Participants more independent and improve their quality of life;
3. Provide coordinated quality health care to our Participants;
4. Keep our Participants living safely in their homes and communities as long as possible; and
5. Help support and keep our Participants together with their family.

Core Values

Reverence - We honor the sacredness and dignity of every person.

Commitment to Those Who are Poor - We stand with and serve those who are poor, especially those most vulnerable.

Justice - We foster right relationships to promote the common good, including sustainability of Earth.

Stewardship - We honor our heritage and hold ourselves accountable for the human, financial and natural resources entrusted to our care.

Integrity - We are faithful to who we say we are.

Safety- We embrace a culture that prevents harm and nurtures a healing, safe environment for all.

1. Welcome to Eddy SeniorCare

Welcome to Eddy SeniorCare's Program of All-inclusive Care for the Elderly (PACE). As a potential participant in the PACE model of care, this Enrollment Agreement provides a comprehensive description of benefits, services and guidelines related to enrollment. Enrollment is voluntary. Please review the Enrollment Agreement carefully and keep it for future reference should you decide to enroll in Eddy SeniorCare.

Introduction:

The PACE program provides and coordinates a range of health and health-related services, designed to keep you living in the community, preferably in your own home, for as long as possible. Eddy SeniorCare provides a comprehensive benefit package that includes all of the services traditionally provided by Medicare and Medicaid plus some additional services as necessary. We are dedicated to providing a personal approach to care so that you and your family, along with Eddy SeniorCare's staff, can work together effectively.

Eddy SeniorCare provides access to services 24-hours a day, seven days a week, 365 days a year. In order to care for the multiple chronic health problems of our participants, Eddy SeniorCare's health care professionals monitor changes of health status, provide care and encourage some level of independence. Physician, nurse practitioner, nursing, nutrition services, physical therapy, occupational therapy, social work, adult day care, in-home healthcare and emergency services are covered and coordinated, along with medical specialty services. Eddy SeniorCare covers inpatient hospital and nursing home care through contracted arrangements with local healthcare facilities. A complete listing of Eddy SeniorCare's Provider Network will be given to you and is available on our website www.eddyseniorcare.com. Eddy SeniorCare may help modify the home environment to better ensure safety and convenience. We will work with family, friends, and neighbors to keep you living at home or in a community residence as an alternative to nursing home placement.

If you find any of the terms used in the Enrollment Agreement to be unfamiliar, please refer to the definitions provided in Section 16. If you have any questions about the information in this Enrollment Agreement, please **contact Eddy SeniorCare:**

Schenectady Center: (518) 382-3290

Latham Center: (518) 213-7526

Toll-free: 1-(855)-376-7888

Free Language Assistance Services 833-426-1835

2. Special Features of Eddy SeniorCare

Eddy SeniorCare (PACE) is a unique program involving Medicare and Medicaid benefits authorized by the New York State Department of Health and the federal Centers for Medicare and Medicaid Services. The PACE model of care is designed to provide an alternative to those who prefer not to reside in a nursing home, but whose medical problems make it impossible for them to stay at home without coordinated care from doctors, nurses, social workers, and other providers of care.

If you choose to enroll in Eddy SeniorCare, you will be participating in a comprehensive health care program designed to provide all the health and long-term care services from one responsible program. The program provides coordination of all one's health needs and long-term home care, through doctors, nurses, home health aides, therapists, and other members of Eddy SeniorCare's interdisciplinary team. When selecting Eddy SeniorCare, you agree to only receive services from our Provider Network. Eddy SeniorCare is the sole provider who guarantees access to services, but not to a specific provider.

By managing all of the health and long-term care services through an interdisciplinary team, problems are identified, preventive care promoted, and hopefully emergency room or hospital stays avoided.

The following aspects are unique to Eddy SeniorCare's PACE model of care:

A. An interdisciplinary care team - In determining what services are most important to help one remain at home, a team of geriatric health care professionals, known as the Eddy SeniorCare interdisciplinary team, will assess your needs, discuss what is important for your care, and develop a plan of care specific to your needs across all care settings. Interdisciplinary team members consist of a primary care provider (a physician, nurse practitioner, or physician assistant); nurse; social worker; PACE Center manager; home care coordinator; dietician; activities coordinator; physical, occupational; personal care attendants and drivers. Each member of the team shares their knowledge and exchanges information with one another regarding your needs and develops a plan of care with input from you and your designated representative. You, and your caregiver, if applicable, are an integral part of the care planning process and the treatment plan will be developed, reviewed, and reevaluated with input from you and/or your caregiver.

B. Authorization of Care - To ensure that you are receiving the most appropriate care; the interdisciplinary team must review and approve any change in your plan of care, whether adding or discontinuing any service

and medications. Except in emergencies, the team will authorize services and medications that you need. The interdisciplinary team reassesses needs on a regular basis, at least every 180 days, and more frequently if necessary, or upon request.

- C. Location of Service Delivery** - Most of the health care services and social activities are provided in the PACE Center. We work with you in determining the right schedule for attending the PACE Center based upon individual needs. Eddy SeniorCare offers two PACE Center sites:

Eddy SeniorCare – Schenectady County

1938 Curry Road
Schenectady, NY 12303
(518) 382-3290

Eddy SeniorCare – Latham (Albany & Rensselaer Counties)

385 Watervliet Shaker Road
Latham, NY 12110
(518) 213-7526

Toll-free 1-(855)-376-7888

Free Language Assistance Services 833-426-1835

When necessary, services may be provided in your home, in a hospital or in a nursing home. Eddy SeniorCare's primary care providers manage the specialty care, hospital care or nursing home care if they are needed. Eddy SeniorCare has contracts with provider specialists (such as cardiologists, urologists, and orthopedists), pharmacy, laboratory and diagnostic testing services (X-rays, etc.), and with hospitals and nursing homes. Services may be provided at their respective locations while you remain enrolled in Eddy SeniorCare. Eddy SeniorCare provides transportation, should it be needed, to the PACE Center, hospital, and to other medical appointments.

- D. Physicians and Providers** - Eddy SeniorCare's primary care providers work as part of the interdisciplinary team and make arrangements for any other medical specialty care. Eddy SeniorCare contracts with a local network of health care providers.

E. Flexibility of Care - Unlike traditional Medicare and Medicaid, Eddy SeniorCare has the flexibility to provide care according to your needs and can provide whatever services may be necessary to meet those needs. The interdisciplinary team will determine, with your input, the appropriate medical services that can help maintain optimal health and your ability to live at home. In-home care services will also be provided by the team depending upon your needs.

F. Services are provided exclusively through Eddy SeniorCare - Once enrolled in Eddy SeniorCare you must receive all needed health care, including primary care and specialist physician services (other than emergency services), from Eddy SeniorCare or from one of our contracted providers. These medical providers have been selected because of their expertise and specialty. Eddy SeniorCare provides a broad service package and pays the medical providers directly for covered services. You may be fully and personally liable for the costs of unauthorized or out-of-network services, except in the emergency situations, as described in Section 5.

3. Advantages of Enrolling in Eddy SeniorCare

PACE was developed specifically to promote independence or maintain the level of functioning among frail seniors by offering comprehensive, coordinated services through a single organization. Eddy SeniorCare's unique financial arrangement with Medicare and Medicaid allows us to provide you with the most flexible benefits. Other advantages of participation include:

- The Eddy's history of serving the community and seniors for more than 116 years and its commitment to innovative, high-quality service
- Dedicated and qualified health care professionals
- Long-term care coverage
- One primary care provider to oversee care whether at home, in a hospital or in a nursing home
- Support for family and caregivers
- Individualized care

4. Benefits and Coverage

Eddy SeniorCare provides comprehensive benefits that include all of the services traditionally provided by Medicare and Medicaid. The majority of services are provided directly by Eddy SeniorCare staff. Eddy SeniorCare has contracted with a number of medical specialists and health care facilities for specialty care. A listing of these providers and facilities as part of Eddy SeniorCare's Provider Network is provided to you prior to enrollment and is available on our website at www.eddyseniorcare.com.

The following benefits are fully covered when the interdisciplinary team determines that they are necessary and approves them prior to delivery. (Please see Section 7 Exclusions and Limitations. Prior approval is not required for Emergency Services as described in Section 5). An adult social day care program is provided Monday through Friday in the PACE Center. Individual schedules are developed as part of a plan of care to coincide with your home care services and transportation schedules. Services include:

PACE Center Services

- Social day care
- Congregate meals
- Activities/ recreation
- Personal care and supportive services, if necessary
- Primary care provider services
- Nutrition services including counseling and education
- Recreational therapy
- Restorative therapies including physical therapy, occupational therapy, and speech-language pathology
- Nursing services
- Social work services
- Transportation to the center and scheduled appointments

Outpatient Services

- Laboratory tests, x-rays and other diagnostic procedures
- Prescription drugs/over the counter drugs and medical supplies
- Prostheses and durable medical equipment, medical/surgical supplies, orthotics

- Medical specialty services including but not limited to: anesthesiology, audiology, cardiology, dentistry, dermatology, gastroenterology, gynecology, internal medicine, nephrology, neurosurgery, oncology, ophthalmology, oral surgery, orthopedic surgery, otorhinolaryngology, pharmacy consulting services, podiatry, psychiatry, pulmonary disease, radiology, rheumatology, surgery, thoracic and vascular surgery, and urology
- Eye care and low vision services
- Alcohol and substance abuse services
- Mental health services
- Telemedicine – telehealth delivered services using electronic communication technologies to deliver health care services

Acute Inpatient Care

- Inpatient hospital care
- Ambulance
- Emergency room care and treatment room services
- Room and board
- General medical and nursing services
- Medical surgical/ intensive care/ coronary care unit
- Laboratory tests, x-rays, and other diagnostic procedures
- Drugs and biologicals
- Blood and blood derivatives
- Surgical care, including the use of anesthesia
- Use of oxygen
- Physical, occupational and respiratory therapies
- Speech-language pathology
- Social services
- Medical supplies and appliances
- Alcohol and substance abuse services
- Mental health services

Nursing Facility Care

Skilled nursing home services are provided through a facility that is contracted and coordinated with Eddy SeniorCare. Services include:

- Room and board
- Physician and skilled nursing services
- Custodial care
- Personal care and assistance
- Drugs and biologicals
- Physical, occupational, speech, respiratory and recreational therapies, if necessary

- Social services
- Medical supplies and appliances

Home Care Services

- Physician and nurse practitioner home visits
- Nursing services
- Physical, occupational, speech and respiratory therapy services
- Social services
- Home health aide/personal care services
- Nutrition
- Home-delivered meals with special diets, if necessary
- Personal Emergency Response Services
- Remote patient monitoring
- Durable medical equipment (DME) and hearing aids
- Prescription, over-the-counter drugs and medical supplies as ordered by a physician

Consumer Directed Personal Assistance Services (CDPAS)

CDPAS enables self-directing participants (or their designated representative) receiving personal assistance services greater flexibility and freedom of choice in obtaining services. The scope of services that may be authorized include tasks provided by a Personal Care Aide, Home Health Aide, Licensed Practical Nurse or Registered Nurse. PACE participants receiving CDPAS services, and their caregivers providing CDPAS services, must agree to follow the steps required of the PACE program, including:

- The PACE program must conduct a Criminal History Background Check on any proposed personal assistance caregiver.
- The personal assistance caregiver will be subject to PACE orientation, participant specific plan of care competencies and ongoing supervision, conducted by the PACE program.
- The personal assistance caregiver must provide care in accordance with the care plan that has been established by the PACE interdisciplinary team.
- The PACE program is responsible for ensuring the competency of any individual rendering care to the participant. Competencies will be reviewed at each assessment, or with change in participant's condition / plan of care.
- The personal assistance caregiver must work with a CDPAS Fiscal Intermediary participating in the PACE program contracted network of providers.

Health Related Services

- Medical transportation and escort services
- Social and environmental supports
- Translation language services, if necessary
- Assistance with Medicaid and SNAP applications and recertifications

End of Life Care

The interdisciplinary team remains involved with your care for the remainder of your life. This includes providing comfort care during end-of-life circumstances. Eddy SeniorCare contracts with hospice to have the expertise of hospice complement the Eddy SeniorCare team to ensure quality of life.

Benefits cannot be transferred from the enrollee to any other person or organization.

5. Emergency and Urgently Needed Services

Emergency Services

Emergency care is appropriate when services are needed immediately because of an injury or sudden illness and the time required to reach Eddy SeniorCare or PACE Network Providers would cause risk of permanent damage to a person's health.

You may receive emergency care anywhere in the United States. You are not required to obtain prior authorization for treatment of emergency medical conditions. Eddy SeniorCare covers emergency services.

In the event of an emergency medical condition call 911 for assistance. The hospital and/or ambulance service should be informed of being an Eddy SeniorCare participant, if possible.

Definition of Emergency Medical Condition

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

Examples of an emergency can include:

- Chest pain / symptoms of a heart attack;
- Choking;
- Severe bleeding;
- Severe difficulty breathing;

- Significant injury from a fall;
- Sudden unexpected onset of a serious illness;
- Symptoms of a stroke; and
- Unexpected or sudden loss of consciousness.

Eddy SeniorCare must be notified of an emergency medical condition, including when you are outside of the Eddy SeniorCare service area or when receiving emergency services from a non-Eddy SeniorCare provider. By calling Eddy SeniorCare, we can provide the emergency room and/or hospital with vital information regarding your health care needs, make discharge arrangements, and coordinate any other necessary health care services during and immediately following your emergency room visit and/or hospitalization. Eddy SeniorCare should be contacted at the number located on the PACE Health Plan Membership Card within 48 hours, or as soon as reasonably possible.

Following a medical emergency, Eddy SeniorCare pays for the care you need before your condition is stable enough to return to the care of the Eddy SeniorCare team. Post stabilization care means services provided subsequent to an emergency that a treating physician views as medically necessary after an emergency medical condition has been stabilized. They are not emergency services. Rather, post-stabilization care are non-emergency services that Eddy SeniorCare needs to approve before they are provided outside the service area. If your medical condition is stable enough for return to Eddy SeniorCare's service area, follow up care will be provided by Eddy SeniorCare. When an emergency medical condition occurs within the Eddy SeniorCare service area, follow up care must occur through Eddy SeniorCare.

Urgently Needed Services

Urgently Needed Services are defined as the care provided to you when you are out of the PACE service area, and you believe your illness or injury is too serious to wait until you return to the service area to get treatment, but your life or bodily function is not in danger.

If urgently needed services are required, Eddy SeniorCare should be contacted at the number located on the PACE Health Plan Membership Card for prior authorization.

Our nurses are available 24 hours a day, seven days a week, 365 days a year.

Schenectady Center: (518) 382-3290

Latham Center: (518) 213-7526

Toll Free: 1-(855)-376-7888

Free Language Assistance Services 833-426-1835

Nurses are available Monday through Friday 8:00 AM to 4:30 PM. During off-hours, weekends or holidays, an on-call nurse may be contacted. The nurse may contact your primary care provider who will advise or make the necessary arrangements for the care needed.

Should Eddy SeniorCare not respond to your concern within one (1) hour, or if we cannot be reached, you may go to any healthcare provider and Eddy SeniorCare assumes responsibility for the cost of care. Fevers, abdominal pain, nausea and vomiting and difficulty urinating are some examples of urgently needed service situations. Eddy SeniorCare covers urgently needed services both in and out of the service area when such services are necessary and immediately required.

When emergency care, post stabilization care, or urgent care has been provided, the doctor or hospital that provided such services may bill you. Forward any bills you receive, including provider name and address, service provided, and service date, to Eddy SeniorCare for processing and keep a copy for your records.

6. Services Received Outside the Eddy SeniorCare Service Area

Eddy SeniorCare must be notified before leaving Eddy SeniorCare's service area. Eddy SeniorCare is still responsible for meeting a participant's health care needs even while away.

Covered health care services obtained out of the Eddy SeniorCare service area will not be automatically paid. Any services received, other than in an emergency, or urgently needed service, as defined in Section 5, must be approved by Eddy SeniorCare. Eddy SeniorCare is not responsible for paying for unauthorized services.

Eddy SeniorCare is not responsible for any charges related to medical care provided outside of the United States.

When outside of the service area for more than 30 days, you may be disenrolled from Eddy SeniorCare unless Eddy SeniorCare agrees to a longer absence due to extenuating circumstances. This could include a hospitalization, act of nature, etc. that keeps you out of the service area for longer than expected for reasons out of your control.

7. Exclusions and Limitations

Except for emergency services, all care requires authorization in advance by the interdisciplinary team. The staff of Eddy SeniorCare promise to give you the very best care possible, but there are some things they cannot do for you. The following services are excluded from coverage under Eddy SeniorCare:

- Cosmetic surgery, unless required for improved functioning of a malformed part of the body resulting from an accidental injury or for the reconstruction following mastectomy.
- Experimental medical, surgical, or other health procedures
- Services rendered outside of the United States.

8. Eligibility

In order to be eligible for enrollment in Eddy SeniorCare, an individual must be:

- At least 55 years of age
- A resident in the Eddy Senior Care service area, which is defined as follows:

Schenectady county in one of the following zip codes: 12008, 12150, 12302, 12303, 12304, 12305, 12306, 12307, 12308, or 12309.

Albany county in one of the following zip codes: 12047, 12110, 12183, 12189, 12202, 12203, 12204, 12205, 12206, 12207, 12208, 12209, 12210, 12211, 12303, 12304, 12306, or 12309.

Rensselaer county in one of the following zip codes: 12061, 12144, 12180, or 12182.

- Assessed by Eddy SeniorCare's interdisciplinary team and determined eligible for nursing home level of care, which includes having been assessed to have health problems that qualify you for long term care services of the program for more than 120 days.
- Determined to be capable of safely residing in the community with Eddy SeniorCare support services at the time of enrollment

Before enrolling in Eddy SeniorCare, you agree that you:

- Are eligible for Medicare and/or Medicaid and/or willing to pay a private fee.
- Understand that enrolling in Eddy SeniorCare will result in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit, including a Home and Community Based services waiver program.
- Must sign the Enrollment Agreement and agree to abide by the conditions found within that Agreement, including receiving all services from Eddy SeniorCare and our contracted providers.

You may be denied eligibility for enrollment if Eddy SeniorCare determines that remaining at home or living in the community would jeopardize your health and safety.

9. Enrollment and Effective Dates of Coverage

Enrolling in Eddy SeniorCare is voluntary.

For people who are new to Medicaid Long-Term Care Services, enrollment is a four-step process:

Step 1: You meet with our Outreach/Intake Specialist. The Specialist will:

- Describe program services, eligibility, and the enrollment process. The Specialist will explain that all of the health care services are provided and/or coordinated by Eddy SeniorCare. Members of the interdisciplinary team must approve these services.
- Review Medicare and Medicaid coverage, and private pay options and cost.
- Collect basic information, answer your questions, and focus on your priority concerns.

A copy of the Enrollment Agreement and Eddy SeniorCare's Provider Network list is provided during the intake process.

Step 2: To know if you are eligible for PACE you need to have an assessment.

There are two ways you can choose to have your assessment:

- **Direct Eligibility:** You can have Eddy SeniorCare complete your assessment, which will see if you are eligible to join our plan. If you select Direct Eligibility, Eddy SeniorCare will conduct your assessment. We will let you know if you are eligible for PACE. If you are found eligible, we can work with you to join our Plan.

All Direct Eligibility assessments will be reviewed by the New York Independent Assessor (NYIA) to see if you can remain in the Plan. **You should note that our Direct Eligibility assessment only applies towards enrollment into Eddy SeniorCare.**

OR

- **New York Independent Assessor (NYIA):** You can contact NYIA to schedule an assessment. NYIA is the state-contracted independent assessor, that oversees and conducts assessments for individuals seeking personal care services, consumer directed personal assistance services, or Managed Long-Term Care (MLTC), including PACE. If you choose to have a NYIA assessment and you are found eligible for PACE enrollment, there will be no further review. If you are not eligible for PACE enrollment, the NYIA assessment can also be used to see if you are eligible for other MLTC programs.

Do Direct Eligibility and NYIA use the same assessment?

Yes, Direct Eligibility and NYIA use the same assessment tool to help see if you are eligible for PACE. Our staff can assist you with both Direct Eligibility and contacting NYIA.

What if Direct Eligibility finds I am not eligible for PACE?

If our Plan's Direct Eligibility assessment finds that you are **NOT** eligible for PACE, you may contact NYIA to have another assessment completed to see if you are eligible for PACE or other services. NYIA will provide you the results of their assessment and let you know your available options.

How does NYIA review my Direct Eligibility assessment?

If you choose a Direct Eligibility assessment, within 30 days of PACE enrollment, NYIA will conduct a quality review of the Direct Eligibility assessment. In most cases, you will not be involved in this review, and you will not need to take any action. In a small number of cases, NYIA may contact you to repeat the assessment. If you are contacted by NYIA, you are required to have another assessment by NYIA.

What happens if the NYIA repeat assessment finds that I am not eligible for PACE?

If NYIA's repeat assessment finds that you are not eligible for PACE, you will receive a notice from our Plan and a **Disenrollment Notice** from New York Medicaid Choice (NYMC). If you receive a Disenrollment Notice, contact a New York Medicaid Choice counselor immediately to go over your next steps and tell you

your options. The Disenrollment Notice will also include information about your rights to a Conference and Fair Hearing if the assessment finds that you are not eligible for PACE.

What happens if I am disenrolled from PACE?

Eddy SeniorCare will work with you to ensure a safe and smooth transition. You may contact New York Medicaid Choice, the New York State Enrollment Broker, at the phone number below to assist you with next steps.

How do I choose between NYIA and Direct Eligibility?

Choosing between the two ways is up to you. Both ways will use the same assessment tool to help see if you are eligible for PACE. You may select whichever one works best for you and our staff is available to assist you.

Questions?

Please feel free to reach out to Social Work Services at Eddy SeniorCare Monday-Friday, 8:00 a.m. to 4:30 p.m. at:

Schenectady PACE Center:	518-382-3290
Latham PACE Center:	518-213-7526
Toll-free 24-hour:	1-855-376-7888
Language Interpreter Services:	1-833-426-1835
TTY for the deaf:	711

You can also call, **New York Independent Assessor** at 1-855-222-8350 (TTY: 1-888-329-1541). You can call Monday - Friday, from 8:30 a.m.–8:00 p.m. and Saturday, from 10:00 a.m. – 6:00 p.m.

You may also contact the Independent Consumer Advocacy Network.

The Independent Consumer Advocacy Network (ICAN) is the ombudsman program for health plan members. ICAN can answer your questions and give you free, independent advice about your coverage, complaints, and appeal options. To learn more about ICAN, go to www.icannys.org or call 1-844-614-8800. TTY: 711. All services are free.

Step 3: If eligible and interested in PACE: Intake is an intensive process during which Eddy SeniorCare staff members make one or more visits to your home and you make one or more visits to the Eddy SeniorCare center.

Step 4: Enrollment - Our Social Worker will visit you. The Social Worker will:

- Discuss the preliminary care plan with you and seek your input.
- Have you review and sign the Enrollment Agreement, if you so choose, to officially enroll you in Eddy SeniorCare. Enrollment is completely voluntary.

Before signing an Enrollment Agreement, you will have an opportunity to discuss:

- that enrolling in Eddy SeniorCare will result in disenrollment from any other prepayment Medicare or Medicaid plan or optional benefit, including a Home and Community Based services waiver program.
- the Enrollment Agreement, including Participant Rights, method of payment for any spenddown or premium, and consent to treat (you will receive a signed copy)
- the Provider Network List
- the plan of care recommended by the interdisciplinary team
- specifics about the PACE Center, which is where most care is provided
- the monthly premium or Medicaid spend down amount, if any
- the exclusive care offered by Eddy SeniorCare
- the role, if any, you choose for your caregivers to play in the provision of care
- the Grievance and Appeals Procedures in the event that you are not satisfied with the care provided by Eddy SeniorCare or a decision Eddy SeniorCare makes about your services
- the Eddy SeniorCare service area defined by zip codes

Your enrollment begins on the 1st day of the month following the date you sign the Enrollment Agreement. On or near that date, you will receive:

- A copy of the signed enrollment agreement.
- Eddy SeniorCare/ PACE membership card that indicates that you are an Eddy SeniorCare participant and that includes the phone number of Eddy SeniorCare.
- Emergency information to be posted in your home identifying you as an Eddy SeniorCare participant and explaining how to access emergency services.

- Listing of Eddy SeniorCare's staff with whom you will have frequent contact and how to reach us.

If for any reason enrollment is denied or you are determined ineligible to enroll based on the level of care assessment, Eddy SeniorCare will contact you. You will have the right to appeal through the State Fair Hearing process.

Answering your questions: The Outreach/Intake Specialist is your main contact and will make sure all your questions are answered before enrollment.

10. Termination of Benefits or Disenrollment

You can voluntarily disenroll from Eddy SeniorCare at any time for any reason if you wish to stop receiving your benefits and services through Eddy SeniorCare. The effective date for voluntary disenrollment is the first day of the following month after Eddy SeniorCare receives your notice that you wish to disenroll.

Eddy SeniorCare can involuntarily disenroll you if you no longer meet your conditions of enrollment. The effective date for involuntary disenrollment is the first day of the following month 30 days after Eddy SeniorCare sends notification to the participant.

Eddy SeniorCare will continue to provide services, and you are required to continue using Eddy SeniorCare's services and to make any payments, if applicable, until termination of benefits becomes effective. Eddy SeniorCare will use the most expedient process allowed under Medicare and Medicaid procedures and will coordinate the dates of disenrollment with Medicare and Medicaid.

Eddy SeniorCare will provide you with information explaining that you may not receive all the same services and benefits in other optional Medicare or Medicaid programs following disenrollment from PACE.

Voluntary Disenrollment

When deciding to disenroll from Eddy SeniorCare or move out of the Eddy SeniorCare service area, one should discuss this with the Eddy SeniorCare social worker. You will be asked to sign a Disenrollment Form indicating that you no longer wish to receive services through Eddy SeniorCare. Your voluntary disenrollment will be effective on the first day of the month following the date Eddy SeniorCare receives your notice that you wish to disenroll, and the social worker will assist you with enrolling in another Managed Long-Term Care Plan through the

State's New York Medicaid Choice program. You cannot enroll or disenroll at a Social Security Office.

It is important to remember that electing enrollment in any other Medicare or Medicaid prepayment or optional benefit, including the hospice benefit or Medicare Part D, after enrolling as a PACE participant is considered a voluntary disenrollment. Once you begin receiving services from Eddy SeniorCare you can no longer receive services from other providers except in an emergency situation or when in need of urgent care outside service areas until the effective date of disenrollment.

If you have Medicaid-only or pay privately when you enroll in Eddy SeniorCare and become eligible for Medicare after enrollment, you will be voluntarily disenrolled from PACE if you elect to obtain Medicare coverage other than from Eddy SeniorCare.

Involuntary Disenrollment

Eddy SeniorCare may initiate involuntarily disenroll you for any of the following reasons:

- (1) After a 30-day grace period, you fail to pay or make satisfactory arrangements to pay any premium due the PACE organization.
- (2) After a 30-day grace period, you fail to pay or make satisfactory arrangements to pay any applicable Medicaid spend down liability or any amount due under the post-eligibility treatment of income process.
- (3) You or your caregiver engage in disruptive or threatening behavior, as defined by the following:
 - behavior is jeopardizing your health or safety or the safety of others; or
 - You have decision-making capacity and consistently refuse to comply with your individual plan of care or the terms of the Eddy SeniorCare enrollment agreement; or
 - you have a family member or caregiver who engages in disruptive or threatening behavior that jeopardizes your health or safety or that of others.
- (4) You move out of the Eddy SeniorCare program service area or are out of the service area for more than 30 consecutive days, unless Eddy SeniorCare agrees to a longer absence due to extenuating circumstances.
- (5) You are determined to no longer meet the State Medicaid nursing facility level of care requirements and are not deemed eligible.

- (6) Eddy SeniorCare’s program agreement with CMS and the NYS DOH is not renewed or is terminated.
- (7) Eddy SeniorCare is unable to offer health care services due to the loss of State licenses or contracts with outside providers;

All involuntary disenrollments go to New York Medicaid Choice for approval. You will be advised of your Fair Hearing Rights if you wish to appeal your involuntary disenrollment. After the relevant regulatory agency has determined that Eddy SeniorCare has adequately documented acceptable grounds for involuntary disenrollment, the effective date of disenrollment is the first day of the next month that begins 30 days after the day Eddy SeniorCare sends you notice of your involuntary disenrollment. This requirement is intended to provide time for you to respond to the notice, and/or to coordinate transition to other services. For example, if notice is sent to you on April 5, disenrollment would be effective June 1. Thirty days after April 5 is May 5, and the first day of the next month after May 5 is June 1.

11. Monthly Costs

Your payment to Eddy SeniorCare each month will depend on your eligibility for Medicare and/or Medicaid. **Your costs are included on the Signature Pages at the end of this Enrollment Agreement.**

If you are eligible for:

- **MEDICARE AND MEDICAID** then you will make no monthly premium payment to Eddy SeniorCare. You will continue to receive all Eddy SeniorCare PACE services including prescription drugs. *You are still responsible for paying your monthly cost share (spenddown) (if any) that has been determined by the Department of Social Services Medicaid office.*

Please note that if long term nursing home placement is required in the future, New York State Medicaid will decide the amount you are required to pay on a monthly basis to maintain your Medicaid eligibility.

- **MEDICAID ONLY** then you will make no monthly premium payment to Eddy SeniorCare. You will continue to receive all Eddy SeniorCare PACE services including prescription drugs. *New York State Medicaid determines if you have any excess income to qualify for Medicaid coverage and, if so, what your monthly spenddown (cost share) is. Your spenddown is the difference between your monthly income and the Medicaid eligibility limits. New York State refers to it as “excess income” or “spenddown”.*

Please note that if long term nursing home placement is required in the future, New York State Medicaid will decide the amount you are required to pay on a monthly basis to maintain your Medicaid eligibility.

- **MEDICARE ONLY** then you will pay a monthly premium to Eddy SeniorCare. This premium is equal to the Medicaid rate plus an additional monthly premium for Medicare prescription drug coverage.
- **NEITHER MEDICARE NOR MEDICAID** then you will pay a monthly premium to Eddy SeniorCare equal to the premium paid to Eddy SeniorCare by Medicare and Medicaid plus an additional premium for prescription drug coverage. You may pay both premiums together or you may contact your social worker for additional payment options.

Detailed information regarding the specific premiums for individuals who are eligible for only Medicare or neither Medicare nor Medicaid are available through the Eddy SeniorCare finance office and/or the Intake Coordinator.

Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you have been eligible for Medicare prescription drug coverage and have gone without Medicare prescription drug coverage or coverage that is at least as good as Medicare drug coverage and you decide to enroll in Eddy SeniorCare you may have to pay a higher monthly amount for the Medicare prescription drug coverage portion of your monthly premium. A similar penalty may exist if you choose to disenroll from Eddy SeniorCare and not get Medicare prescription drug coverage or coverage that is at least as good as Medicare drug coverage within 63 days or more. Please see your Eddy SeniorCare Social Worker for more information.

12. Participant Grievance and Appeal Procedures

All of us at Eddy SeniorCare share responsibility for your care, and for your satisfaction with the services you receive. Our procedures for complaints, known as grievances, are designed to enable you or your representative to express any concerns or dissatisfaction you have so that we can address them in a timely and efficient manner. You also have the right to appeal any decision to deny, reduce, or stop what you believe are covered services or to pay for services that you believe we are required to pay.

The information in this section describes our grievance and appeals processes. Any time you wish to make a grievance or file an appeal, we are available to assist you. If you do not speak English, a bilingual staff member or translation service will be available to assist you.

You will never be discriminated or retaliated against, nor be made to be afraid of discrimination or retaliation, because you have made a grievance or filed an appeal. Eddy SeniorCare will continue to provide you with all of your required services during the grievance or appeals process. The confidentiality of your grievance or appeal will be maintained throughout the grievance or appeal process and information pertaining to your grievance or appeal will only be released to authorized individuals.

Grievance Process

A grievance is a complaint, made either in writing or verbally, expressing dissatisfaction with the delivery of your services or the quality of your care, regardless of whether you are requesting any action be taken as a result. Grievances may be between you and Eddy SeniorCare, or between you and one of your other service providers through the PACE program.

You will receive written information on the grievance process when you enroll and at least annually thereafter.

A grievance may include, but is not limited to:

- The quality of services you receive in your home, at the PACE center, or in an inpatient stay (hospital, rehabilitative facility, skilled nursing facility, intermediate care facility, or residential care facility);
- Wait times on the telephone, in the waiting room, or exam room;
- Behavior of any of the care providers or program staff;
- Adequacy of center facilities;
- Quality of the food provided;
- Transportation services; and
- A violation of your rights

A grievance can be made by you, your family member or caregiver, or your designated representative. The information below describes the grievance process.

1. You can verbally discuss your grievance either in person or by telephone with PACE program staff of the center you attend, or with any Eddy SeniorCare contracted provider. This includes your driver, and the providers who care for

you in your home. If you discuss your grievance with a contracted provider, they will let an Eddy SeniorCare staff person know the details of your complaint. The staff person will make sure that your grievance is thoroughly documented. You will need to provide complete information of your grievance so the appropriate staff person can respond and help to resolve your grievance in a timely and efficient manner. If you wish to submit your grievance in writing, please send your written grievance to:

Executive Director
Schenectady Office:
Eddy SeniorCare
1938 Curry Road
Schenectady, NY 12303

Executive Director
Latham Office:
Eddy SeniorCare
385 Watervliet Shaker Road
Latham, NY 12110

You may also contact Eddy SeniorCare staff during normal business hours and after hours, including holidays and weekends, by calling:

- **Eddy SeniorCare staff at the Schenectady Center: (518) 382-3290.**
 - **Eddy SeniorCare staff at the Latham Center: (518) 213-7526.**
- You can also call toll-free: 1-855-376-7888 between 8:00 a.m. to 4:30 p.m. Monday through Friday.**

Free Language Assistance Services 833-426-1835

After hours (including holidays and weekends) you may call the same phone numbers above and an answering service will connect you with the On-Call Administrator.

2. The staff member who receives your grievance will coordinate the investigation when the cause of your issue needs to be looked into, and investigation of your grievance will begin immediately to find solutions and take appropriate action. All information related to your grievance will be kept strictly confidential, including from other Eddy SeniorCare staff and contracted providers when appropriate. Please note, if you do not wish to be notified of the grievance resolution, let us know at the time you make your grievance. We will still investigate, but we will note your wishes and will not send you any further notifications.
3. Eddy SeniorCare staff will take action to resolve your grievance as quickly as your case requires, but no later than thirty (30) calendar days after receipt of your grievance.
4. Eddy SeniorCare will notify you of the resolution as quickly as your case requires, but no later than three (3) calendar days after the date we resolve your grievance. We will notify you either verbally or in writing based on your preference. The exception is for grievances related to quality of care, for which we will always

provide written notification of the grievance resolution. The notification we provide will include a summary of your grievance, what we found as a result of our investigation, what actions we have taken or are going to take to resolve the issue, and when you can expect those actions to occur.

5. If you have Medicare and your grievance is related to Medicare covered services, you, your family or caregiver, or your designated representative have the right to file a written complaint with the quality improvement organization (QIO). If you submit a complaint to the QIO, Eddy SeniorCare must cooperate with them to resolve the complaint. This information will also be included in the resolution notification you receive if you have submitted your grievance to Eddy SeniorCare as an additional option available to you.
6. If you are not satisfied with the resolution, please let us know so that we can continue to work towards a resolution that is acceptable. You also have the option of contacting 1-800-MEDICARE (1-800-633-4227), or the New York State Department of Health at any time to voice a complaint by writing to:
NYS Department of Health
One Commerce Plaza
99 Washington Avenue Room 1621
Albany, New York, 12210

OR you may call the New York State Hotline: 1-866-712-7197.

7. **Home Care Grievances** The participant or family member may also call the NYS Home Care Hot Line at 1-800- 628- 5972 for Home Care issues or contact the Division of Home and Community Based Services, 875 Central Avenue, Albany, NY 12206. Eddy SeniorCare staff will take action to resolve your grievance related to New York State licensed home care agency services as quickly as your case requires, but no later than fifteen (15) calendar days after receipt of your grievance.

Appeals Process

When Eddy SeniorCare decides not to cover or pay for a service you request, if you disagree you may take action to ask that we change our decision. The action you take—whether verbally or in writing—is called an “**appeal**.” You have the right to appeal any decision we have made to deny, reduce, or stop what you believe are covered services or to pay for services that you believe we are required to pay.

You will receive written information on the appeals process when you enroll, at least annually after that, and any time that the interdisciplinary team denies a request for services or payment.

Standard and Expedited Appeals Processes: There are two types of appeals processes: standard and expedited. Both of these processes are described below.

If you request a **standard appeal**, we will respond to your appeal as quickly as your health requires, but no later than thirty (30) calendar days after we receive your appeal.

If you believe that your life, health, or ability to get well or stay well are in danger without the service you requested, you may ask for an **expedited appeal**. We will automatically decide on your appeal as quickly as your health requires, but no later than seventy-two (72) hours after we receive your request for an expedited appeal. We may extend this time frame by up to fourteen (14) calendar days if you ask for the extension, or if we justify to the New York State Department of Health the need for more information and how the delay benefits you.

Note: If you have Medicaid and the reason for your appeal is that Eddy SeniorCare proposed to reduce or stop service(s) you were receiving, you may choose to request to continue receiving the disputed service(s) until the appeal process is completed. If our initial decision to reduce or stop services is upheld, you may be financially responsible for the payment of disputed service(s) provided during the appeals process.

The information below describes the appeals process.

1. If Eddy SeniorCare denies a service or payment for a service that you or your representative have requested or denies a request to modify or continue a service you were already receiving, you may appeal the decision. A written notification will be provided to you and/or your representative that will explain the reason for the denial of your service request or request for payment, and you will also receive verbal notification.
2. You can file your appeal either verbally, in person or by telephone, or in writing, with your PACE center's staff. The staff person will make sure that you are provided with written information on the appeals process, and that your appeal is documented appropriately. You will need to provide complete information about your appeal so the appropriate staff person can help to resolve your appeal in a timely and efficient manner. If more information is needed, you will be contacted by the Executive Director who will assist you in obtaining the missing information.

3. Eddy SeniorCare staff may be reached Monday through Friday 8am- 4:30pm by calling:

Schenectady: (518)-382-3290

Latham: (518)-213-7526

Toll Free: 1-(855)-376-7888

Free Language Assistance Services 833-426-1835

or after hours by using the same phone numbers above, and you will be connected to our answering service who will have the On-Call Administrator assist you.

4. If you wish to submit your appeal in writing, please send your written appeal to:

Executive Director
Schenectady Office:
Eddy SeniorCare
1938 Curry Road
Schenectady, NY 12303

Executive Director
Latham Office:
Eddy SeniorCare
385 Watervliet Shaker Road
Latham, NY 12110

The reconsideration of Eddy SeniorCare’s decision will be reviewed by an impartial and appropriately credentialed third party or review committee who was not involved in the initial decision-making process, and who does not have a stake in the outcome of your appeal. You and your representative may present or submit relevant facts and/or evidence related to your appeal for review, in person as well as in writing.

5. Once Eddy SeniorCare completes the review of your appeal, you and your representative will be notified in writing of the decision on your appeal. Eddy SeniorCare will inform you and your representative of other appeal rights you may have if the decision is not in your favor. Please refer to the information described below:

Your Appeal Decision:

If we decide fully in your favor, we are required to provide or arrange for services as quickly as your health condition requires. **If we decide fully in your favor** on a request for **payment**, we are required to make the requested payment within 45 calendar days after deciding the appeal in your favor.

If we do not decide fully in your favor, we will provide you with written notification that will include the specific reason(s) for the denial, why the service would not improve or maintain your overall health, your right to appeal the decision, and a description of your external appeal rights through either the Medicare or

Medicaid program (see **Additional Appeal Rights, below**). We also are required to notify the federal Centers for Medicare and Medicaid Services and the New York State Department of Health.

Additional Appeal Rights under Medicare and Medicaid

If Eddy SeniorCare makes a decision that is not fully in your favor, you have additional appeal rights called external appeal rights. An external appeal involves a new and impartial review of your case through either the Medicare or the Medicaid program. If you are enrolled in both Medicare and Medicaid, you may choose which appeals process you wish to use. If you are not sure which program applies to you, please ask. We can explain how the processes differ, and whether one would be more appropriate. The external appeal may only be made to one or the other (Medicare or Medicaid), but not both.

Medicaid External Appeals Process

If you are enrolled in both **Medicare and Medicaid OR Medicaid only** and choose to appeal our decision using the New York State external appeals process, we will send your appeal to the New York State Office of Hearing and Appeals. If you prefer to file your appeal yourself, you can submit your appeal request to:

**Fair Hearing Section
NYS Office of Temporary and Disability Assistance
Fair Hearings
P.O. Box 22023
Albany, NY 12201-2023
1-800-432-3334**

If you choose to request a state hearing, you must ask for it within 120 calendar days from the date of the decision by the third-party reviewer.

If the decision is not in your favor of your appeal, there may be further levels of appeal. Please let us know if you wish to pursue this so we can assist you.

Medicare External Appeals Process

If you are **enrolled in both Medicare and Medicaid OR Medicare only** and choose to appeal our decision using Medicare's external appeals process, we will send your appeal to Medicare's current contracted independent review entity to review your appeal.

A written request for reconsideration must be filed with Medicare's independent review entity within sixty (60) calendar days from the date of the decision by the

third-party reviewer of the internal appeal. The Medicare independent review entity will contact us with the results of their review. They will either maintain our original decision or change our decision and rule in your favor.

13. YOUR RIGHTS AS A PARTICIPANT

When you join a PACE program, you have rights and protections. Eddy SeniorCare, 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 Eddy SeniorCare we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicaid and Medicare-covered items and 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:

You have the right to treatment.

You have the right to treatment that is both appropriate for your health conditions and provided in a timely manner. You have the right:

- to receive all the care and services you need to improve or maintain your overall health condition, and to achieve the best possible physical, emotional, and social well-being.
- 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 had 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 Eddy SeniorCare prior to seeking emergency services.

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 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.
- to have all information about your choices for PACE services and treatment explained to you in a language you understand, and in a way that takes into account and respects your cultural beliefs, values, and customs.

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 Eddy SeniorCare's Director at 518-382-3290 to help you resolve your problems.

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, to have this information shared with your designated representative, who is the person you chose to act on your behalf, 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 services to receive.
- to be provided with a copy of individuals who provide care-related services not provided directly by Eddy SeniorCare 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.

Before Eddy SeniorCare starts providing palliative care, comfort care, and end-of-life care services, you have the right to have information about these services fully explained to you. This includes your right to be given, in writing, a complete description of these services and how they are different from the care you have been receiving, and whether these services are in addition to, or instead of, your current services. The information must also explain, in detail, how your current services will be affected if you chose to begin palliative care, comfort care, or end-of-life services. Specifically, it must explain any impact to:

- Physician services, including specialist services,
- Hospital services
- Long-term care services
- Nursing services
- Social services
- Dietary services
- Transportation
- Home Care
- Therapy, including physical, occupational, and speech therapy
- Behavioral health
- Diagnostic testing, including imaging and laboratory services
- Medications
- Preventative health care services
- PACE center attendance

You have the right to change your mind and take back your consent to receive palliative care, comfort care, or end-of-life care services at any time and for any reason by letting Eddy SeniorCare know either verbally or in writing.

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 quality health care. Women have the right to get services from a qualified women's health care specialist for routine or preventative 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 Eddy SeniorCare can no longer maintain you safely in the community.

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 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 as your designated representative. You have the right:

- To be fully informed of your health status and how well you are doing, to make health care decisions, and to have all treatment options fully explained to you. This includes the right not to get treatment or to take medications. If you choose not to get treatment, you must be told how this may affect your physical and mental health.
- To fully understand Eddy SeniorCare's palliative care, comfort care, and end-of-life care services. Before Eddy SeniorCare can start providing you with palliative care, comfort care, and end-of-life care services, the PACE program must explain all of your treatment options, give you written information about these options, and get written consent from you or your designated representative.
- To have the PACE program help you create an advanced directive, if you choose. An advanced 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 the right to make a complaint.

You have a right to complain about the services you receive or that you need and don't receive, the quality of your care, or any other concerns or problems you have with 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 a right to request additional services or file an appeal.

You have the right to request services from Eddy SeniorCare, its employees, or contractors, 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 Eddy SeniorCare 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 (1-800-633-4227) to get the name and phone number of someone in your state administering agency.

14. Free Language Assistance Services 833-426-1835

We provide free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters; and
- Written information in other formats (large print, audio, accessible electronic formats and other formats).

We also provide free language services to people whose primary language is not English, such as:

- Qualified interpreters; and
- Information written in other languages.

If you need these services, contact the Language Access Specialist at 833-426-1835.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística.

Llame al 833-426-1835

注意: 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 833-426-1835

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 833-426-1835

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 833-426-1835

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 833-426-1835 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 833-426-1835.

833-426-1835.

אויפגעקלאמט: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאך

লক্ষ্য করুনঃ যদি আপদন বাংলা, কথা বলতে পাতেন, োহতল দনঃখেচায় ভাষা সহায়ো পদেতষবা উপলব্ধ আতে। ফ
ান করুন 833-426-1835।

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 833-426-1835.

ملحوظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 833-426-1835 (رقم هاتف الصم والبكم).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 833-426-1835.

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں 833-426-1835.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 833-426-1835.

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 833-426-1835.

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 833-426-1835.

If you do not speak English, language assistance services, free of charge, are available to you. Call 833-426-1835.

15. Your Responsibilities as a Participant

The following responsibilities apply to a participant enrolled in Eddy SeniorCare:

1. Keep appointments or notify Eddy SeniorCare at least 2 weekdays prior, except in extenuating circumstances, if an appointment cannot be kept.
2. Treat Eddy SeniorCare staff and contractors with dignity and respect and accept services without regard to the staff member or contractor's race, color, religion, age, gender, sexual orientation, health, ethnicity, creed (beliefs), or national origin.
3. Be respectful of the safety of all personnel involved in your care and assist in developing and maintaining a safe environment for you, your family and your caregivers.
4. Provide, to the best of your knowledge, information that is accurate and complete with regard to past illness, present complaints and all other health related matters.
5. Authorize Eddy SeniorCare to obtain and use records and information from hospitals, nursing facilities, home health agencies, physicians and other providers who treated you.

6. Ask questions and request further information regarding anything you do not understand.
7. Actively participate in the development and updating of your Plan of Care, if you are able.
8. Cooperate in implementation of your Plan of Care to the extent possible.
9. Take prescribed medications.
10. Discuss with your providers if you do not want to accept a treatment or medication your interdisciplinary team decides you need and understand and accept the consequences to your health and well-being if you refuse any recommended treatment.
11. Take care of the durable medical equipment and other products we have provided to you.
12. If you get sick or injured, call Eddy SeniorCare as soon as possible (we are available 24 hours a day, 7 days a week, 365 days a year).
13. In case of emergency, call 911.
14. If emergency services are required, whether in or out of the service area, you must notify Eddy SeniorCare within forty-eight hours or as soon as reasonably possible.
15. Use Eddy SeniorCare's contracted Provider Network for all your approved services, unless an out-of-network provider is approved by Eddy SeniorCare.
16. Cooperate fully in providing relevant medical and financial information to Eddy SeniorCare. Complete your annual review timely for Medicaid eligibility and notify your Eddy SeniorCare social worker if you need assistance.
17. Inform Eddy SeniorCare of all health insurance coverage and notify Eddy SeniorCare promptly of any changes in that coverage.
18. Pay required monthly fees on time, such as any cost share, Medicaid spend down or room and board, if applicable.
19. Cooperate with Eddy SeniorCare in billing for and collecting applicable fees from third party payors.
20. Notify Eddy SeniorCare promptly of any change in address or phone number, and prior to any lengthy absence from the area (30 days or more). Notice should be mailed to Eddy SeniorCare at: Schenectady: 1938 Curry Road, Schenectady, NY 12303 (or call us at 518-382-3290) or Latham: 385 Watervliet Shaker Road, Latham, NY 12110 (or call us at 518-213-7526).
21. Comply with all policies of the program as/ noted in the Enrollment Agreement.
22. Report fraud or abuse on the part of staff or contractors to Eddy SeniorCare.
23. Avoid engaging in any fraudulent activity or abuse of benefits. This includes but is not limited to: misrepresenting your level of disability, your income and assets; misrepresenting your residency; selling equipment, supplies or medications provided to you by Eddy SeniorCare.
24. Tell us how we are doing. From time to time, we may ask if you are willing to participate in participant interviews, satisfaction surveys, or other quality

review activities. Your responses and comments will help us identify our strengths as well as areas we need to improve.

The Bill of Rights and Responsibilities, as they pertain to a participant determined to lack competency in accordance with New York State law, are passed on to the appointed committee/guardian on behalf of the participant.

16. Money Follows the Person (MFP) Open Doors

This section will explain the services and supports that are available through Money Follows the Person (MFP)/Open Doors. MFP/Open Doors is a program that can help enrollees move from a nursing home back into their home or residence in the community. Enrollee may qualify for MFP if they:

- Have lived in a nursing home for three months or longer
- Have health needs that can be met through services in their community.

MFP/Open Doors has people, called Transition Specialists and Peers, who can meet with enrollees in the nursing home and talk with them about moving back to the community. Transition Specialists and Peers are different from Care Managers and Discharge Planners. They can help enrollee by:

- Giving them information about services and supports in the community
- Finding services offered in the community to help enrollees be independent
- Visiting or calling enrollees after they move to make sure that they have what they need at home.

For more information about MFP/Open Doors, or to set up a visit from a Transition Specialist or Peer, please call the New York Association on Independent Living at 1-844-545-7108, or email mfp@health.ny.gov. You can also visit MFP/Open Doors on the web at www.health.ny.gov/mfp or www.ilny.org.

17. Definitions

- **Benefits and Coverage or Covered Services** means health and health-related services provided through the Enrollment Agreement. This is made possible through a special arrangement between Eddy SeniorCare, New York State Department of Health, and the Centers for Medicare and Medicaid Services. This Enrollment Agreement gives you the same benefits you would receive under Medicare and Medicaid plus many additional benefits. To receive any benefits under this agreement, you must meet the conditions described in this Enrollment Agreement.

- **Contractor/ Provider** means a health facility, health care provider or agency that has a contract with Eddy SeniorCare to provide health and health-related services to persons enrolled in Eddy SeniorCare. Eddy SeniorCare has an established Provider Network.
- **Eddy SeniorCare:** a nonprofit Program of All-inclusive Care for the Elderly (PACE organization) providing health and health related care to adults aged 55 and older residing in a defined service area who are eligible for nursing home level of care. The words we, our, and us are interchangeable with Eddy SeniorCare.
- **Eddy SeniorCare Primary Care Provider** is an Eddy SeniorCare physician, nurse practitioner, or physician assistant who advises and treats a range of health-related issues. Your primary care provider will have a long-term care relationship with you and your caregiver, making you more alert to changes in your health. They coordinate with other specialists, make referrals, and stay on top of chronic diseases. Wellness visits and other health screenings performed by a primary care provider can help with early detection of new conditions. They can provide care such as immunizations, bloodwork, or treating illness or infections. They are trained to monitor and treat a wide range of common health issues, such as diabetes and high blood pressure.
- **Eligible for nursing home care** means that your health status must meet the State of New York's criteria for placement in a nursing home, as evaluated by the Eddy SeniorCare interdisciplinary team utilizing a New York State Department of Health Patient Review Instrument (PRI) evaluation score.
- **Enrollment Agreement** means this document which tells you about Eddy SeniorCare, who is eligible to be a participant, how to enroll and how disenroll, what kind of care you will receive, what your rights are, and all other requirements of Eddy SeniorCare. You must sign the Enrollment Agreement before you can be an Eddy SeniorCare participant. After you sign this agreement, you will get Eddy SeniorCare services until you voluntarily or involuntarily end your enrollment and participation.
- **Exclusions** are defined as any service or benefits that Eddy SeniorCare is prohibited from covering under federal regulation.
- **Health Services** means services such as medical care, diagnostic tests, medical equipment, appliances, drugs (including over the counter), prosthetic and orthotic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, audiology and other specialty care, etc. Health services are provided or coordinated by Eddy SeniorCare's interdisciplinary

team. Health services may be provided in an Eddy SeniorCare center or clinic, in your home, or in professional offices of contracted specialists or other providers, hospitals, or nursing homes under contract with Eddy SeniorCare.

- **Health-related services** means those services that support the provision of health services and help maintain independence. Health-related services may include personal care, homemaker/chore services, recreational or activities therapy, escort, translation, transportation, home-delivered meals, financial assistance, and help with housing arrangements. Health-related services are provided and/or coordinated by Eddy SeniorCare's interdisciplinary team.
- **Hospital services** mean services that are generally and customarily provided by acute care hospitals.
- **Interdisciplinary team or team** is defined as Eddy SeniorCare's team consisting of a primary care provider (physician, nurse practitioner, or physician assistant), social worker, registered nurse, physical and occupational therapists, recreational therapist or activity coordinator, dietitian, PACE center manager, home care coordinator, home health aides, personal care attendants, and drivers. Members of the team will assess your medical, physical, emotional, and social needs and develop a plan of care that identifies the services you need. Many of the services are provided and monitored by this team. All services you receive must be authorized by your primary care provider or other qualified clinical professionals on the interdisciplinary team. Your needs will be reassessed by the team at least twice a year, and changes in your treatment plan may occur. You have the right to request a reassessment at any time.
- **Monthly Cost** means the amount you must pay each month in advance to Eddy SeniorCare, if applicable, to receive benefits under this Enrollment Agreement.
- **New York State Medicaid “Excess Income” or “Spendedown”** New York State Medicaid determines if you have any excess income to qualify for Medicaid coverage and, if so, what your monthly spenddown (cost share) is.

Your spenddown is the difference between your monthly income and the Medicaid eligibility limits. New York State refers to it as “excess income” or “spendedown”.

- **Nursing Home** means an inpatient facility licensed as a skilled nursing health care facility by the New York State Department of Health.

- **Participant** means a person who meets Eddy SeniorCare's eligibility criteria for enrollment and voluntarily signs an Enrollment Agreement with Eddy SeniorCare. Participant is interchangeable with enrollee, you, your, one's and member.
- **Plan of Care** is defined as services and items that are individualized according to your needs based on assessments by the Eddy SeniorCare interdisciplinary team and with your input.
- **Service area** means living within one of the following zip codes within:

Schenectady county in one of the following zip codes: 12008, 12150, 12302, 12303, 12304, 12305, 12306, 12307, 12308, or 12309.

Albany county in one of the following zip codes: 12047, 12110, 12183, 12189, 12202, 12203, 12204, 12205, 12206, 12207, 12208, 12209, 12210, 12211, 12303, 12304, 12306, or 12309.

Rensselaer county in one of the following zip codes: 12061, 12144, 12180, or 12182.

18. Electronic Notice Option

Eddy SeniorCare and our contracted providers can send you notices about service authorizations, appeals, and grievances (complaints) electronically, instead of by phone or mail. We can also send you communications about any changes to your Enrollment Agreement, our provider directory, and any changes to services offered by Eddy SeniorCare electronically, instead of by mail.

We can send you these notices to you by email.

If you want to get these notices electronically, you must ask us. To ask for electronic notices contact us by phone, email, online, fax, or mail:

Phone.....1-855-376-7888 or 518-382-3290

Email.....PACENOTICES@SPHP.COM

Online.....www.eddyseniorcare.com

Fax.....518-382-3398

Mail.....Schenectady: 1938 Curry Road, Schenectady, NY 12303
Latham: 385 Watervliet Shaker Road, Latham, NY 12110

When you contact us, you must:

- Tell us how you want to get notices that are normally sent by mail,
- Tell us how you want to get notices that are normally made by phone call, and
- Give us your contact information (mobile phone number, email address, fax number, etc.).

Eddy SeniorCare will let you know by mail that you have asked to get notices electronically.

19. YOUR COSTS & SIGNATURE PAGES:

Participant's Name Printed (First Middle Last)

_____/_____/____ Date of Birth _____ Female _____ Male Sex
Month/ Day / Year

MediCARE: _____ Part A _____ Part B _____ Parts A & B

MediCARE Beneficiary Number: _____

New York State MediCAID Beneficiary Number: _____

Other Health Insurance Information: Plan name, member identification number, type:



Ethnicity
<input type="checkbox"/> Not of Hispanic, Latino/a or Spanish Origin
<input type="checkbox"/> Puerto Rican
<input type="checkbox"/> Another Hispanic, Latino/a or Spanish Origin
<input type="checkbox"/> Mexican, Mexican American, Chicano/a
<input type="checkbox"/> Cuban
<input type="checkbox"/> I choose not to answer
<input type="checkbox"/> Form left blank

Race		
<input type="checkbox"/> White	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Chinese	<input type="checkbox"/> Filipino
<input type="checkbox"/> Japanese	<input type="checkbox"/> Korean	<input type="checkbox"/> Vietnamese
<input type="checkbox"/> Other Asian	<input type="checkbox"/> Native Hawaiian	<input type="checkbox"/> Samoan
<input type="checkbox"/> Guamanian or Chamorro	<input type="checkbox"/> Other Pacific Islander	
<input type="checkbox"/> I choose not to answer		
<input type="checkbox"/> Form left blank		

19. YOUR COSTS & SIGNATURE PAGES continued:

ENROLLMENT DATE: _____

Effective Date of Enrollment

GUARDIAN/REPRESENTATIVE (if applicable)

Guardian/Representative Name Printed (First Middle Last)

Guardian/Representative Address City State Zip

Guardian/Representative Home Telephone

Guardian/Representative Mobile / Cell Phone

Guardian/Representative Email Address

Legal representative exercising patient's rights per court order (____) copy received

19. YOUR COSTS & SIGNATURE PAGES continued:

I have received, read, and understand the Eddy SeniorCare:

- **Enrollment Agreement**
- **Provider Network List**
- **Notice of Privacy Practices**
- **Advance Directives Booklet.**

Copies of the Enrollment Agreement and Provider Network List were given to you at our Intake Visit. If you no longer had a copy of those, another copy was provided to you today.

Important Notice: The benefits under this agreement are made possible through a special agreement that Eddy SeniorCare has with the Centers for Medicare and Medicaid Services and the New York State Department of Health. When you sign this Enrollment Agreement, you are agreeing to accept benefits exclusively through Eddy SeniorCare in place of the usual Medicare and Medicaid benefits.

Monthly Premiums and Payments

Your payment each month will depend on your eligibility for Medicare and Medicaid. If you are eligible for:

- **MEDICARE only**

If you have Medicare and are not eligible for Medicaid, then you will pay a monthly premium to Eddy SeniorCare that is an amount equal to what is paid by the New York State Department of Health for Medicaid eligible participants.

Your monthly premium of \$ _____ starts on _____ (date). This fee includes your cost of Medicare prescription drug coverage.

*Your usual monthly Medicare Part B premium will continue to be deducted from your Social Security check, if applicable.

19. YOUR COSTS & SIGNATURE PAGES continued:

- If your eligibility for Medicare/Medicaid programs changes while you are an Eddy SeniorCare Participant, your monthly charge will be updated accordingly. Ask a representative of Eddy SeniorCare if you'd like more information.
- Prescription Drug Coverage Late Enrollment Penalty: If you are eligible for Medicare prescription drug coverage and are enrolling in Eddy SeniorCare 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. Contact your Eddy SeniorCare social worker for more information.
- **MEDICARE AND MEDICAID *or* MEDICAID ONLY**
Pay no premiums to Eddy SeniorCare. You may be liable for any applicable spenddown liability and any amounts due under the post-eligibility treatment of income process.
- **NEITHER MEDICARE NOR MEDICAID (private pay)**
If you are not eligible for Medicare or Medicaid, you will pay a monthly payment to Eddy SeniorCare. Your monthly premium of \$ _____ starts on _____ (date).

If you will be paying a monthly charge to Eddy SeniorCare, the first payment must be made by the first day of the month after you sign the Enrollment Agreement. Subsequent monthly charges must be paid by the first day of each month. We can also setup an automated payment for you.

Payment can be made by check or money order to:

Eddy SeniorCare
Attention: Finance Office
433 River Street, Suite 3000
Troy, NY 12180

19. YOUR COSTS & SIGNATURE PAGES continued:

- I understand that my enrollment is voluntary.
- I understand that once I enroll as a participant, Eddy SeniorCare will be my sole service provider, and will guarantee access to services, but not to a specific provider. I agree to receive all services through Eddy SeniorCare and, when referred, to the providers listed in our Provider Network.
- I have received a copy of Eddy SeniorCare's Provider Network List. Once enrolled in Eddy SeniorCare, I understand that I must receive all needed health care, including primary care and specialist provider services (other than emergency services), from Eddy SeniorCare or from one of our contracted providers.
- I have been informed of Eddy SeniorCare's Grievance and Appeals Procedures in Section 12 of this Enrollment Agreement in the event I am not satisfied with the care provided by Eddy SeniorCare or a decision Eddy SeniorCare makes about my services.
- I have reviewed the initial plan of care recommended by the interdisciplinary team.
- I understand and accept my financial responsibility, if any, as outlined on the preceding page and in Section 11 of this Enrollment Agreement.
- I will allow Eddy SeniorCare to act as my representative for the purpose of reviewing Medicaid eligibility and recertification.
- I understand that enrollment in PACE results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit, including a Home and Community Based Services waiver program or hospice benefit. I also understand that enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling in Eddy SeniorCare will be considered a voluntary disenrollment from Eddy SeniorCare.
- I have been informed that if I have an employer group health plan, enrollment into PACE may result in disenrollment from my employer group health plan.
- I understand that Eddy SeniorCare's Program Agreement with the Centers for Medicare and Medicaid Services and the New York State Department of Health is subject to renewal, and if the agreement is not renewed, the program will be terminated.

19. YOUR COSTS & SIGNATURE PAGES continued:

- I understand that I may disenroll from Eddy SeniorCare's plan by contacting Eddy SeniorCare.
- Until the effective date of disenrollment, I will continue to receive health care from the Eddy SeniorCare plan and pay any premiums, and EddySenior care will continue to provide all of my required services until that date. I may not enroll or disenroll at a Social Security Office.
- The conditions of Enrollment, services covered, and my Rights and Responsibilities as described in this Enrollment Agreement have been explained to me. I have been given the opportunity to ask questions, and my questions have been answered to my satisfaction.
- I acknowledge receipt of the Advance Directives booklet about my right to make healthcare decisions for myself. I understand that I may express my wishes in a document called an Advance Directive (Living Will, Durable Power of Attorney for Healthcare, MOLST Medical Orders for Life Sustaining Treatment, Do Not Resuscitate Order) so that my wishes may be known when I am unable to speak for myself. I understand that Eddy SeniorCare staff will assist me in this area if I need help.
- I understand that if I am not eligible for Medicare when I enroll in Eddy SeniorCare and I become eligible for Medicare after enrollment, I will be voluntarily disenrolled from Eddy SeniorCare if I elect to obtain Medicare coverage other than from Eddy SeniorCare/PACE.
- I agree to be photographed for the purposes of medical care or identification.
- I agree to participate in Eddy SeniorCare according to the terms and conditions in this Enrollment Agreement. As a participant, I agree to receive and/or have coordinated my health and health-related services from Eddy SeniorCare. I also agree to allow disclosure and exchange of my personal information between Eddy SeniorCare, the Centers for Medicare and Medicaid Services (CMS), its agents, and the NYSDOH.
- I have received, read and agree to abide by the Participant Responsibilities.

19. YOUR COSTS & SIGNATURE PAGES continued:

If you are not interested in enrolling in Eddy SeniorCare, you may return the agreement without signing it. If you choose to enroll in Eddy SeniorCare, please keep this Enrollment Agreement, including Your Costs and Signature Pages. Your signed copy of the Enrollment Agreement is a legally binding contract between you and Eddy SeniorCare. By signing this document, you are agreeing to enroll as an Eddy SeniorCare participant.

Participant's Name Printed (First, Middle, Last)

Participant's Signature

Date

Guardian/Representative Printed (If applicable)

Guardian/Representative Signature

Date

Witness Name Printed

Witness Signature

Date

Eddy SeniorCare Representative Name Printed

Eddy SeniorCare Representative Signature

Date