

Enrollment Handbook



Eddy SeniorCare

ST PETER'S HEALTH PARTNERS

Eddy SeniorCare - Schenectady

1938 Curry Road

Schenectady, NY 12303

and

Eddy SeniorCare - Latham

385 Watervliet Shaker Road

Latham, NY 12110

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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 Handbook 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. 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 Handbook to be unfamiliar, please refer to the definitions provided in Section 16. If you have any questions about the information in this Enrollment Handbook please **contact Eddy SeniorCare toll-free 1-855-376-7888, or our Schenectady Center at (518) 382-3290; or Latham Center at (518) 213-7526.**

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 prepaid, dually capitated, 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 a your care, and develop a plan of care specific to your needs. Interdisciplinary team members consist of a primary care physician, nurse practitioner, nurse, social worker, PACE Center manager, home care coordinator, nutritionist, activities coordinator, physical, occupational, and speech therapists, home health aides 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. The participant and caregiver 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 participants 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. Except in emergencies or urgent situations, the team must authorize

services that are only medically necessary. The interdisciplinary team reassesses needs on a regular basis, at least every 6 months, and more frequently if medically necessary, or upon request.

C. Location of Service Delivery - Most of the health care services and social activities are provided in the PACE Center, also known as the adult day program or day center. We work with you in determining the right schedule for attending the PACE Center based upon individual needs. As of January 1, 2020, there are two PACE Center sites. They are located at:

Eddy SeniorCare - Schenectady

1938 Curry Road
Schenectady, NY 12303

Eddy SeniorCare – Latham (Albany & Rensselaer counties)

385 Watervliet Shaker Road
Latham, NY 12110

When necessary, services may be provided in your home, in a hospital or in a nursing home. Eddy SeniorCare's primary care physicians and nurse practitioners 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 provides a primary care physician or nurse practitioner who works as part of the interdisciplinary team to 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 you the appropriate medical services that can help maintain optimal health and a participant's 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 agree to receive covered services exclu-

sively through Eddy SeniorCare. You will have access to all the medically necessary care needed by Eddy SeniorCare's interdisciplinary team or through arrangements with Eddy SeniorCare's contracted medical 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. There is no reimbursement from Eddy SeniorCare for any services not approved in advance by Eddy SeniorCare, 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, known as capitation, 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 110 years and its commitment to innovative, high quality service
- Dedicated and qualified health care professionals
- Long-term care coverage
- One primary care physician/nurse practitioner 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.

The following benefits are fully covered when the interdisciplinary team determines that they are medically 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 physician services and nurse practitioner
- 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 medically necessary services

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, plastic surgery, 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
- Semiprivate hospital 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:

- Semiprivate 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
- Medical social services
- Home health aide/personal care services
- Nutrition
- Home-delivered meals with special diets, if necessary
- Personal Emergency Response Services (LifeLine)
- 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 home care services greater flexibility and freedom of choice in obtaining services. The scope of services that may be authorized through CDPAS include tasks provided by a Personal Care Aide, Home Health Aide, Licensed Practical Nurse or Registered Professional Nurse.

Health Related Services

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

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.

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.

One may receive emergency care anywhere in the United States. One is 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 medical condition means a condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay-person, with an average knowledge of health and medicine, could reasonably expect the absence of immediate attention to result in:

- Serious jeopardy to the health of the individual;
- Serious impairment to bodily functions; or
- Serious dysfunction of any organ or part.

Eddy SeniorCare must be notified of an emergency medical condition when a participant is 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 one's health care needs; make discharge arrangements and coordinate any other necessary health care services during and immediately following the 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 one needs before a 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 one's 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 those services, which require immediate medical attention due to unexpected illness and injury. If out of area, urgent care may be required when an illness or injury is too severe to postpone treatment until returning to the service area, but life or function is not in severe jeopardy.

If urgently needed services are required, please call Eddy SeniorCare 24 hours a day, seven days a week, 365 days a year.

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

Schenectady Center: Telephone: (518) 382-3290

Latham Center: (518) 213-7526

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 the primary care physician/nurse practitioner who will advise or make the necessary arrangements for the care needed.

Should Eddy SeniorCare not respond to your concern within 1 hour 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 received 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, 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, one automatically becomes disenrolled from Eddy SeniorCare unless prior arrangements are made, and approved, by Eddy SeniorCare's interdisciplinary team.

7. Exclusions and Limitations

The following services are excluded from coverage under Eddy SeniorCare:

- Any service that is not authorized by the interdisciplinary team, even if it is listed as a required service, unless it is an emergency service
- In an inpatient facility, private room and private duty nursing services, (unless medically necessary), and non-medical items for personal convenience such as telephone charges, and radio or television rental, unless specifically authorized by the interdisciplinary team as part of the plan of care.
- Cosmetic surgery, which does not include surgery 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.
- Conversion Therapy (seeking to change a person's sexual orientation or gender identity)

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 Schenectady county in one of the following zip codes: 12008, 12302, 12303, 12304, 12305, 12306, 12307, 12308, 12309 or in Albany County in one of the following areas: 12303, 12304, 12306, and 12205 northwest of Route 155. People in these zip codes will use the Schenectady service center.
- A resident in Albany or Rensselaer counties in one of the following zip codes: 12047, 12061, 12110, 12144, 12183, 12189, 12202, 12203, 12204, 12205, 12206, 12207, 12209, 12210, 12211, 12180 south of Route 278, and 12182 south/west of Irish Road. People in these ZIP codes will use the Albany service center.
- Assessed by Eddy SeniorCare's interdisciplinary team, and determined eligible for nursing home level of care by the NYS DOH Conflict Free Evaluation and Enrollment Center.

The following are additional conditions of enrollment in Eddy SeniorCare:

- 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
- Eligible for Medicare and/or Medicaid and/or willing to pay a private fee
- Eligible individuals who are enrolled in a facility or Home and Community Based services waiver program may not be accepted for enrollment until they have disenrolled from the facility or waiver program

In addition to meeting the criteria and conditions for enrollment, you must sign the Enrollment Agreement Attestation and agree to abide by the conditions found within that agreement.

One may be denied eligibility for enrollment if a condition is such at the point of enrollment that remaining at home or living in the community would jeopardize their health and safety.

9. Enrollment and Effective Dates of Coverage

Enrolling in Eddy SeniorCare is voluntary.

For people who are new to Long-Term Care Medicaid, 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 Member Agreement and Eddy SeniorCare's Provider Network list is provided during the intake process.

Step 2: You will meet with a nurse from New York State's Conflict Free Evaluation and Enrollment Center. The nurse will:

- Meet you in your home, nursing home, or hospital to assess your eligibility for Medicaid managed long-term care services (the services Eddy SeniorCare provides).
- Within 5 – 7 days, provide you with a letter stating your eligibility. (This meeting could happen before or after you meet with the Outreach/ Intake Specialist.)

New York State implemented an independent and conflict-free long-term care evaluation system for new applicants who are in need of community based long term care services. A company called New York Medicaid Choice serves as the independent and conflict-free entity providing evaluations, education and enrollment services. Managed Long Term Care (MLTC) plans receiving calls from Medicaid or pending Medicaid recipients seeking a plan assessment for reenrollment must be directed to the Conflict-Free Evaluation and Enrollment Center (CFEEC) at 1-855-222-8350.

Step 3: A Registered Nurse (RN) from Eddy SeniorCare will visit you. The RN will:

- Collect information to understand your needs and to prepare your plan of care.
- Depending on circumstance, an Occupational Therapist, Social Worker, or other team member might visit you to collect additional information, and to assess your home.
- Your personal care team then meets to review the information collected and complete the preliminary plan of care.

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:

- Enrollment Agreement and signature pages
- The Provider Network
- The plan of care recommended by the interdisciplinary team
- Specifics about the PACE Day Center where most care is provided
- The monthly premium or Medicaid spend down, if any
- The exclusive care offered by Eddy SeniorCare
- The role, if any, your caregivers will play in the provision of care
- The Grievance and Appeals Procedures in the event that one is not satisfied with the care provided by Eddy SeniorCare
- The Eddy SeniorCare service area defined by zip codes

Upon enrollment in PACE one receives:

- Eddy SeniorCare/ PACE Health Plan Membership Card with instructions on accessing emergency care
- A copy of your signed Enrollment Agreement and Attestation

- Listing of Eddy SeniorCare's staff with whom you will have frequent contact including Eddy SeniorCare telephone numbers, and emergency numbers
- The effective date of your enrollment will be determined when your Enrollment Agreement is signed based on the Medicare and Medicaid processing systems. Your social worker will tell you what this date is at the time you sign the enrollment paperwork.

If for any reason enrollment is denied, Eddy SeniorCare will contact you. You will have the right to appeal.

Site Visit: At any time, you are welcome to visit our Day Center. Just let the Outreach/Intake Specialist know what time is good for you. This is a great opportunity to meet our care team, and observe center activities.

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. Eddy SeniorCare can involuntarily disenroll you if you no longer meet your conditions of enrollment.

The effective date of disenrollment is determined by the NYS Department of Health (NYSDOH). Unless determined otherwise by the NYS DOH, the effective date of disenrollment from Eddy SeniorCare is the first of the month following the date that Eddy SeniorCare receives the participant's notice of disenrollment. Disenrollment will be effective at 11:59 PM on the last day of the month.

A participant is required to continue using Eddy SeniorCare's services and to make any payments, if applicable, until termination of benefits becomes effective. This allows adequate time to enroll in another Medicaid long-term care plan, or other Medicare program, as appropriate.

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. An effective date of disenrollment is

given, 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. If you no longer qualify for long-term care, due to a reduction in care needs per New York State regulation, the Social Worker will help you obtain alternative Medicare benefits, as appropriate. 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 Medicare Part D or hospice benefit, 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 a Medicaid-only or private pay PACE participant becomes eligible for Medicare after enrollment in PACE, the participant will be voluntarily disenrolled from PACE if he or she elects to obtain Medicare coverage other than from Eddy SeniorCare.

Involuntary Disenrollment

Eddy SeniorCare may terminate PACE benefits after written notification when:

- the participant fails to pay, or make satisfactory arrangements to pay any amount due to Eddy SeniorCare within 30 days after such amount becomes due; provided that Eddy SeniorCare makes a reasonable effort to collect the amount including a written demand for payment
- the participant engages in disruptive or threatening behavior including behavior that jeopardizes his or her health or safety, or the safety of others
- the participant with decision making capacity who consistently refuses to comply with his or her individual plan of care or the terms of the enrollment agreement
- the participant moves out of the Eddy SeniorCare service area or is out of the service area for more than 30 consecutive days, unless Eddy SeniorCare agrees to a longer absence due to extenuating circumstances
- at the time of the annual reassessment, it is determined that the participant no longer meet nursing home level of care requirements Uniform Assessment System for New York (UAS-NY) (score of less than 5) and is not deemed eligible
- Eddy SeniorCare's program agreement with the Centers for Medicare and Medicaid Services and the New York State Department of Health is not renewed or is terminated

- Eddy SeniorCare is unable to offer health care services due to the loss of State licenses or contracts with outside providers
- you have a family member or caregiver who engages in disruptive or threatening behavior that jeopardizes your health or safety or that of others
- your family member or caregiver is consistently not complying with your individual plan of care or the terms of the enrollment agreement.

All involuntary disenrollments go to New York Medicaid Choice for concurrence. If you have Medicaid, you will be advised of your Fair Hearing Rights. If you have Medicare, you can request an external review through the CMS Independent review entity. If you have both Medicare and Medicaid, Eddy SeniorCare will help you choose which agency to review your involuntary disenrollment. Those who have neither Medicaid nor Medicare may complain to the Department of Health.

After the relevant regulatory agency has determined that Eddy SeniorCare has 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 notice of disenrollment to the participant. This requirement is intended to provide time for the participant to respond to the notice, and/or to coordinate transition to other services. For example, if notice is sent to the participant on April 5, disenrollment would be effective June 5. 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.

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 (if any) that has been determined by the Department of Social Services Medicaid office.*
- **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. *You are still responsible for paying your monthly cost share (if any) that has been determined by the Department of Social Services Medicaid office.*

- **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.

How do I make my monthly payment to Eddy SeniorCare

If you have a monthly premium or a monthly cost share to Eddy SeniorCare, you must pay the money by the first day of the month after you sign the enrollment agreement. This monthly charge then has to be paid on the first day of each month.

Payments can be made by check or money order to:

Eddy SeniorCare

Attention: Finance Office

1938 Curry Road

Schenectady, NY 12303

12. Member Grievance and Appeal Procedures

Eddy SeniorCare (ESC) will make every effort to address any concerns you may have in a prompt and courteous manner. Your concerns will be kept confidential and will in no way adversely affect your care or services.

You have the right to voice a grievance or use the appeals process without any fear of reprisal, interference, coercion, or discrimination by Eddy SeniorCare staff. You can be assured that your grievance or appeal will be handled confidentially. We will not take your services away because you filed a grievance.

If you do not speak English or are hearing or visually impaired, assistance will be provided to you to facilitate the grievance and/or appeals process.

TO MAKE A FORMAL GRIEVANCE:

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

This process will be reviewed with you upon enrollment, at your annual review with your social worker, and whenever you file a grievance.

To file a grievance, you or your designated representative can discuss your concern with any Eddy SeniorCare staff member or contracted provider. It is important to give as much accurate information as possible so that we can resolve your grievance in a timely manner.

Eddy SeniorCare staff in Schenectady can be reached by calling: (518) 382-3290.

Eddy SeniorCare staff in Albany can be reached by calling: (518) 213-7526.

You can also call toll-free: 1-855-376-7888 8:00 a.m. to 4:30 p.m. Monday through Friday.

After hours (including holidays and weekends) you may discuss your concern with the administrator on call by calling the same phone number.

You may also file a grievance by writing to us:

Program Director

Eddy SeniorCare-Schenectady: 1938 Curry Road, Schenectady, NY 12303

Eddy SeniorCare-Latham: 385 Watervliet Shaker Road, Latham, NY 12110

DOCUMENTING YOUR GRIEVANCE

The staff member who receives your grievance will provide you with documentation of it, along with a time frame of our response. The Program Director will coordinate an investigation on your behalf. Eddy SeniorCare staff that has not been part of the incident in question will review grievances. When you file a grievance, it is important to include the following information:

Date grievance is made
Your name, address, and phone number
Nature of your grievance

RESPONDING TO AND RESOLVING YOUR GRIEVANCE

Eddy SeniorCare will review your grievance and provide a written response to your grievances within 15 days. The response will include a description of the grievance investigation findings and the decision rendered by ESC.

If you are unhappy with the decision rendered, you may ask for your grievance to be looked at again. The Eddy SeniorCare Program Director must hear from you within 30 days of the decision. You can use the same phone number or address as your original grievance. You will be informed of the Program Director's decision within 30 days.

APPEALS PROCESS

Definition: An appeal is a participant's action taken with respect to Eddy SeniorCare for noncoverage of or nonpayment for, a service including denials, reductions or termination of services.

Eddy SeniorCare Internal Appeal Process

The internal appeal process will be reviewed with you upon enrollment, at your annual review with your social worker and whenever the team denies a request for services or payment.

If you wish to appeal a decision, you must notify Eddy SeniorCare within 45 days of the date of the denial letter.

How to file an appeal

- You or your designated representative may discuss your wish to appeal with any staff member. Give complete information so appropriate staff can initiate the appeal process in a timely manner.
- Eddy SeniorCare staff may be reached by calling
Toll Free at 1-(855)-376-7888
Schenectady: 518-382-3290
Latham: 518-213-7526 or toll free: 1-855-376-7888
8:00 a.m. to 4:00 p.m. Monday through Friday
or after hours by using the above phone number and asking to speak with the administrator on-call.
- Eddy SeniorCare may not terminate or reduce disputed services while an appeal is pending if you request that these services be continued, with the understanding you may be held liable for the cost of these services if the appeal is not resolved in your favor.

Documenting an appeal

- You will have the opportunity to present information to support your appeal either in person or in writing.
- All information will be documented, filed and forwarded to the Program Director who will review the information. If the Program Director does not rule in favor of the participant, an impartial third party will be consulted. A decision about the appeal will be made by a qualified health professional not involved in the original action and who would not be directly affected by the outcome.

Responding to an appeal

- A decision about your appeal will be made within 30 days of receipt of the appeal.
- The Program Director will send you or your designated representative a copy of the report describing the resolution and provide information about external appeal options.

Expedited Appeal Process

- An expedited appeal process is available for situations in which you believe that your life, health or ability to regain or maintain maximum function could be seriously jeopardized, absent the provision of the service in dispute.
- A decision will be reached on an expedited appeal within 72 hours after the appeal is received. The 72-hour time frame may be extended up to 14 cal-

endar days if you request the extension or if Eddy SeniorCare justifies to the New York State Department of Health the need for additional information and how the delay is in your interest.

External Appeal Options

- Medicaid participants have the right to request a State Fair Hearing if they are unsatisfied with the outcome of the Eddy SeniorCare appeal process. Eddy SeniorCare staff will help you in accessing your State Fair Hearing rights. These appeals are conducted by the New York State Office of Hearing and Appeals
- If you are a Medicare recipient and you are unsatisfied with the outcome of the Eddy SeniorCare appeal process you may choose to appeal to Medicare. Eddy SeniorCare staff will help you in accessing the Medicare appeal process. The appeal will be sent to The Centers for Medicare and Medicaid Services' (CMS) Independent Review Entity (IRE).
- If you have both Medicaid and Medicare, Eddy SeniorCare staff will assist you in choosing which agency to appeal to and accessing the chosen agency.

Both agencies cannot review the appeal.

Voicing your concerns to the New York State Department of Health

You can contact the New York State Department of Health at any time to voice a complaint. You may voice your concern regarding Eddy SeniorCare by calling the NYS Department of Health Managed Care Complaint Line at 1-800-206-8125. You can also call the NYS Home Care Hot Line at: 1-800-628-5972 to voice concerns about the homecare services you are receive through Eddy SeniorCare.

You can also contact the NYS Department of Health by writing:

Division of Home and Community Based Services
875 Central Avenue, Albany, NY 12206.

13. YOUR RIGHTS AS A PARTICIPANT

Right #1 You have the right to be treated with respect and to protection from discrimination.

You have the right to be treated with dignity and respect, to have your care kept private, and to get compassionate, considerate care, respectful care from all PACE employees and contractors at all times and under all circumstances.

Discrimination is against the law. Eddy SeniorCare complies with all applicable Federal and NYS civil rights laws.

You have the right not to be discriminated against in the acceptance of eligible applicants for enrollment and in the delivery of required PACE Services based on race, creed, ethnicity, religion, marital status, military status, national origin, religion, sex (including gender dysphoria), age, mental or physical ability (including gender dysphoria), developmental disability, national origin, sexual orientation, type of illness or condition, or source of payment.

If you think you have been discriminated against for any of these reasons, contact Eddy SeniorCare's Director at: 518-382-3290. You can also file a grievance in person or by mail, fax or email. If you have additional questions, you can call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-868-1019. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

You have the right:

1. To get all of your healthcare / comprehensive health care, a safe and clean environment and in an accessible manner.
2. To be treated with dignity and respect, be afforded privacy and confidentiality in all aspects of care and be provided humane care.
3. To be free from harm. This includes physical or mental abuse, neglect, physical or corporal punishment, being placed by yourself against your will or involuntary seclusion, excessive medication, and any physical or

chemical restraint that is used on you for discipline or convenience of staff that you do not need to treat your medical symptoms or to prevent injury.

4. To be encouraged and to get help, if needed, to exercise rights in the PACE program, including the Medicare and Medicaid complaint and appeal processes, as well as civil and other legal rights.
5. To be encouraged and helped in talking to PACE staff about changes in policies and services you think should be made.
6. To have reasonable access to use a telephone while at the PACE Center.
7. To not have to do work or be required to perform services for the PACE program.

Right #2 You have a right to information and assistance

You have the right to receive accurate, easily understood information and to receive help in making informed health care decisions. You have the following rights:

1. To have someone help you if you have language or communication barrier so you can understand all information given to you.
2. 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.
3. To get marketing materials and PACE rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
4. 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.
5. To be fully informed in writing of the services available from the PACE organization, including identification of all services that are delivered through contracts, rather than furnished directly by the PACE organization at the following times:
 - Before enrollment
 - At enrollment
 - When you need to make a choice about what services to receive or there is a change in services.

- At the time a participant's needs necessitate the disclosure and delivery of such information in order to allow the participant to make an informed choice.
6. To have the enrollment agreement fully explained in a manner understood by the participant.
 7. To examine, or upon reasonable request, to be helped to examine the results of the most recent review of the PACE organization conducted by the Centers for Medicare and Medicaid Services, or the State administering agency and any plan of correction in effect.

Right #3 You have a right to a choice of providers.

You have the right to choose a health care provider within the PACE program's network, that is sufficient to ensure access to appropriate high-quality health care. You have the right:

1. To choose your primary care physician/nurse practitioner and specialists from within the PACE network.
2. To request that a qualified specialist for women's health services furnish routine or preventive women's health services.
3. To disenroll from the program at any time and have such disenrollment be effective the first day of the month following the date the PACE program receives your notice of voluntary disenrollment as set forth in Section 460.162(a).

Right #4 You have a right to access emergency services.

You have the right to access emergency services when and where you need them without the PACE program's approval or prior authorization by the PACE interdisciplinary team. A medical emergency is when you think your health is in serious danger—when every second counts. You may have a bad injury, a sudden illness quickly getting much worse. You can get emergency care anywhere in the United States.

Right #5 You have a right to participate in treatment decisions.

You have the right to participate fully in all decisions related to your treatment. If you cannot fully participate in treatment decisions, or you want to have someone you trust help you has the right to a designated representative. You have the right:

1. To have all treatment options explained in a culturally competent manner and to make health care decisions, including the right to refuse treatment, and be informed of the consequences of the decisions.
2. To have the PACE organization explain advance directives and to establish them, if the participant so desires.
3. To be fully informed of his or her health and functional status by the interdisciplinary team.
4. To participate in the development and implementation of the plan of care.
5. To request a reassessment by the interdisciplinary team.
6. To be given reasonable advance notice, in writing, of any transfer to another treatment setting and the justification for the transfer (that is, due to medical reason or for the participant's welfare, or that of other participants). The PACE organization must document the justification in the participant's medical record.

Right # 6 You have a right to have your health information kept private / Confidentiality of health information

Each participant has the right to communicate with health care providers in confidence and to have the confidentiality of his or her individually identifiable health care information protected under State and Federal laws. Each participant also has the right to review and copy his or her own medical records and request amendments to those records. Specifically, each participant has the following rights:

1. To be assured of confidential treatment of all information contained in the health record, including information contained in an automated data bank.
2. To be assured that his or her written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
3. To provide written consent that limits the degree of information and the persons to who 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.

Right #7 You have the right to file complaints and appeals

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/efficient process for resolving differences with the PACE organization, including a rigorous system for internal review by the organization and an independent system of external review. You have the following rights:

1. To a full explanation of the complaint process.
2. To be encouraged and assisted to voice complaints to PACE staff and outside representatives of his or her choice, free of any restraint, interference, coercion, discrimination, or reprisal by the PACE staff. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
3. To appeal any treatment decision of the PACE organization, its employees, or contractors.

Right #8 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.

14. Free Language Assistance Services

If you do not speak English, language assistance services, free of charge, are available to you. Call 518-525-6771.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 518-525-6771

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 518-525-6771

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 518-525-6771

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 518-525-6771

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 518-525-6771 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 518-525-6771.

518-525-6771. אויפמערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאל. ר
লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন
করুন 518-525-6771।

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 518-525-6771.

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 518-525-6771 (رقم هاتف الصم والبكم).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 518-525-6771.

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں 518-525-6771.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 518-525-6771.

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 518-525-6771.

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 518-525-6771.

Communication and Language Barriers

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 518-525-6771

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 518-525-6771.

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 518-525-6771.

15. Your Responsibilities as a Participant

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

1. Accept help from Eddy SeniorCare staff without regard to race, religion, age, sex or national origin of the person providing care or services.
 2. Keep appointments or notify Eddy SeniorCare if an appointment cannot be kept.
 3. 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.
 4. Authorize Eddy SeniorCare to obtain and use records and information from hospitals, nursing facilities, home health agencies, physicians, and other providers who have treated you.
 5. Actively participate in the development and updating of your Plan of Care.
 6. Cooperate fully in providing relevant medical and financial information to Eddy SeniorCare.
 7. Ask questions and request further information regarding anything you do not understand.
 8. Cooperate with Eddy SeniorCare in billing for and collecting applicable fees from third party payors.
 9. 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 care-givers.
 10. Use Eddy SeniorCare's contracted Provider Network for services included in the benefit package.
 11. Notify Eddy SeniorCare when you receive health services without authorization from Eddy SeniorCare's interdisciplinary team.
 12. Assume the risks of the results should you refuse treatment, or do not follow the care plan and related instructions.
 13. Notify Eddy SeniorCare promptly of any change in address. Notice should be mailed to Eddy SeniorCare at: Schenectady: 1938 Curry Road, Schenectady, NY 12303 or Latham: 385 Watervliet Shaker Road, Latham, NY 12110.
 14. Comply with all policies of the program as noted in the Member Agreement
- The Bill of Rights and responsibilities, as they pertain to a participant determined to be incompetent in accordance with New York State law, are passed on to the appointed committee 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. Enrollees 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 enrollees 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

- **Agreement** refers to the Enrollment Agreement between a participant and Eddy SeniorCare establishes the terms and conditions, and describes the available benefits. The Agreement remains in effect until disenrollment occurs.
- **Benefits and Coverage or Covered Services** means health and health-related services provided through the Enrollment Agreement [These are the expanded benefits for the services one would otherwise receive through Medicare and/or Medicaid]. 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. To receive any benefits under this agreement, one must meet the conditions of eligibility.
- **Plan of Care** is defined as medically necessary services and items that are individualized with participant input for each participant and approved by the Eddy SeniorCare interdisciplinary team.
- **Eddy SeniorCare:** a nonprofit organization providing health and health related care on a prepaid basis to persons residing in a defined service area who are eli-

gible for nursing home level of care. The words ESC, we, our, and us are interchangeable with Eddy SeniorCare.

- **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 physician/nurse practitioner** means a primary physician or nurse practitioner who is either employed by Eddy SeniorCare or has a contract agreement with Eddy SeniorCare to provide medical services.
- **Eligible for nursing home care** means that one's 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.
- **Exclusions and Limitations** defined as any service or benefits that are not included in the Enrollment Agreement. For example, non-emergency services received from a provider, without authorization by the Eddy SeniorCare interdisciplinary team, are excluded from coverage. One would have to pay for any such unauthorized services.
- **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-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 physician or nurse practitioner, social worker, registered nurse, physical and occupational therapists, recreational therapist or activity coordinator, dietitian, Day Center manager, home care coordinator, home health aides, personal care attendants, and drivers. The team conducts assessment or

evaluation and develops a plan of care. Health services are provided and monitored by the team. The interdisciplinary team must authorize all services, except emergency care or urgent care.

- **Medically Necessary** means health service or health-related services that the Eddy SeniorCare interdisciplinary team determines appropriate and necessary to prevent, diagnose, correct or resolve conditions that cause acute suffering, endanger life, result in illness or infirmity, interfere with a person's capacity for normal activity and function, or present potential for significant handicapping condition.
- **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.
- **Payment** is defined as a dollar amount paid each month, in advance to Eddy SeniorCare, based upon eligibility for Medicare and Medicaid, to receive benefits under the Enrollment Agreement.
- **Premium** means the cost of care or share of cost paid each month, in advance to Eddy SeniorCare, by a participant who does not have Medicaid to receive benefits under the Enrollment Agreement. If a person is Medicaid eligible, they have no monthly cost, though if applicable, a monthly Medicaid spend down, or share of cost must be paid to Eddy SeniorCare.
- **Service area** means living within **Schenectady county** including the following zip codes: 12008, 12302, 12303, 12304, 12305, 12306, 12307, 12308, and 12309 or in Albany County zip codes 12303, 12304, 12306 and 12205 (west of Route 155).
Service area also means living within **Albany and Rensselaer counties**, including the following zip codes: 12047, 12061, 12110, 12144, 12183, 12189, 12202, 12203, 12204, 12205, 12206, 12207, 12209, 12210, 12211, 12180 south of Route 278, and 12182 south/west of Irish Road.
- **Spend Down** (also known as surplus or share of cost) means excess income that an individual must pay to Eddy SeniorCare as determined by the Local Department of Social Services in order to qualify for Medicaid.