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## I. Welcome to ElderONE

We are pleased to introduce you to our program, ElderONE. ElderONE is one of many PACE (Program of All-Inclusive Care for the Elderly) programs in the United States. PACE is a health plan for frail, older people who have medical, functional and social needs that make them eligible for nursing home care. We welcome you as a potential participant in the plan, and urge you to review this Enrollment Agreement carefully. The Enrollment Agreement consists of this document and the attestations that you sign upon enrollment to ElderONE. Feel free to ask questions about any of the information contained in this document. We'll be happy to answer them for you. Please keep this Enrollment Agreement.

To enroll in the program you must meet the following eligibility requirements:

1. 55 years of age or older
2. A resident of the ElderONE service area in Monroe , Wayne, or Ontario County
3. Determined to be in need of nursing home level of care, based on accepted standard guidelines set by New York State
4. Determined to need community-based long term care (CBLTC) services for more than 120 days. CBLTC services are defined as:
  - Nursing services in the home
  - Therapies in the home
  - Home health aide services
  - Personal care services in the home
  - Adult day health care
  - Private duty nursing
  - Consumer Directed Personal Assistance services; or
  - PACE Center services
5. Must be capable of residing safely in the community with ElderONE support services at the time of enrollment.

If you are eligible for ElderONE and are enrolled in a facility, other HMO, or any Home and Community Based Waiver program you may not be accepted for enrollment until you have been disenrolled from the facility or the waiver program.

The purpose of ElderONE is to help you remain as independent as possible. The program offers a complete range of health and health-related services, all designed to keep you living in the community and preferably in your own home, as long as is desired and feasible.

We are dedicated to providing a personalized approach to your care so that you, your family, and our health care staff can know each other well and work efficiently on your behalf.

Enrollment in the ElderONE program is voluntary.

## **II. Unique Benefits of ElderONE**

ElderONE provides access to services 24-hours a day, seven days a week, 365 days a year.

To treat the multiple chronic health problems of our participants, ElderONE health care professionals monitor changes in your health status, provide care and encourage self-help. ElderONE provides a comprehensive benefit package including home care, skilled nursing facility care and prescription coverage. Medical, nursing and nutrition services, physical therapy, occupational therapy and in-home training are provided, along with such medical specialty services such as cardiology, dentistry, optometry, podiatry, psychiatry and speech therapy as needed. Medications, including over the counter medications and supplies, are provided when ordered by your ElderONE physician. ElderONE may also help a participant modify their home environment to increase safety as well as mobilize assistance from family, friends and neighbors.

There are many features of our program:

### **Interdisciplinary Team**

Your care is planned and provided by a team of professionals. The interdisciplinary team is your care team and is responsible for your initial and ongoing assessments, periodic reassessments, plan of care, and coordination of 24 hour care delivery and documentation of your care in your medical record.

You are an important and central part of the team and have input into your plan of care upon enrollment and on an ongoing basis. Your team includes a physician, who is your primary care physician, registered nurse, social worker, physical and occupational and recreation therapists, dietitian, home care nurse, transportation coordinator/manager, home health aides and others who will assist you and provide services based on your individual needs. Each team member's special expertise is used to assess your health care needs and to call upon additional specialists, if necessary. Together, with you and your family, or other caregivers a plan of care will be designed just for you.

This interdisciplinary approach provides you with care that is comprehensive of your functional, emotional, social and medical needs to meet your care plan goals.

### Day Center

You will receive most of your health care services at one of our PACE adult day centers.

Hudson Day Center  
2066 Hudson Avenue  
Rochester, NY 14617

Emerson Day Center  
800 Emerson Street  
Rochester, NY 14613

North Park Day Center  
355 North Park Drive  
Rochester, NY 14609

Silver Hill Center  
1000 Technology Pkwy  
Newark, NY 14513

The Day Center provides meals, recreation, and personal care, as well as adjacent clinic space for medical and rehabilitation services. The ElderONE Day Center is a place to make friends and spend time with others who share similar interests. If you need transportation to the center, we will provide it.

**Alternative Care Settings:** ElderONE also has multiple Alternative Care Settings. The complete list can be found in the Provider Network guide. The members of your interdisciplinary team will work with you to determine if an alternative setting is an appropriate service for you. The Alternative Care Setting provides recreation and activity opportunities in addition to what is offered at the PACE day center.

## Home Care

Based on your plan of care, services may be provided in your home to include one or more of the services of the Interdisciplinary Team.

## Other Service Locations

When necessary, services may also be provided in a hospital or in a nursing home. We have contracts with physician specialists (such as cardiologists, urologists and orthopedists), laboratory and x-ray services, and you may receive services at these offices. Please refer to the Provider Network Directory at the end of this agreement

## Authorization of Care

The members of your care team will work closely with you through discipline assessments and discussion in regards to your goals of care. Understanding your needs and requests for care is important to developing your plan of care. Your team must review with you and approve any change in your care plan, whether adding, changing, or discontinuing a service prior to the change. They will reassess your needs on a regular basis - at least every six months, and more frequently as your condition changes.

## Physicians and providers

The primary care physician and other medical specialists responsible for your care are part of your interdisciplinary team. Medical specialists communicate with the team in a variety of ways but predominantly through your primary care physician or nurse practitioner.

### **Community Physicians:**

ElderONE has existing relationships with community physicians; these physicians have agreed to provide primary medical care to ElderONE participants in addition to their other patients. If you would like more information on community based physician services, or would like to know if your current doctor is a community-based physician, please ask any member of the enrollment team, your current primary care physician, or any other member of your interdisciplinary team. ElderONE is here to support you in making decisions that are best for your health care needs.

Please note that all community based physicians have a contract with ElderONE to provide medical care to participants. In the event the contract is terminated, and you are receiving care from a community-based physician, you will be notified by a member of your interdisciplinary team. Your team will help you transition your care to a different primary care physician.

## Medications

ElderONE provides creditable prescription coverage as referenced in Medicare Part D for as long as you are a member of the ElderONE program.

## No pre-set limits to care

We have flexibility in providing care according to your needs. The interdisciplinary team, with your input, is able to determine the appropriate services for your care. ElderONE assists you in accessing the care you need. Care may be provided in your home or at the day center and sometimes transportation is arranged so you can receive care at other places, such as a specialist's office.

## Services are provided exclusively through ElderONE.

When you become an ElderONE participant, you agree to receive services exclusively from ElderONE and our network of providers. Therefore, you will no longer be able to obtain services from other doctors or medical providers under the conventional Medicare and Medicaid payment system, with the exception noted above about Community Physicians and the exceptions noted below. You will have access to the care you need through arrangements ElderONE has made with contracted providers, although ElderONE does not guarantee a specific provider. **Please be advised that neither ElderONE nor Medicare/Medicaid will pay for unauthorized, or out of PACE Program agreement services, except for emergency situations.**

### **Optometry Services:**

You may choose to receive services from Article 28 clinics affiliated with the College of Optometry and State University of New York that are not part of ElderONE's Provider Network. These services do not need to be authorized by ElderONE. If you choose to receive services in this setting, please let us know so that we may continue to coordinate your care. For additional details about accessing these services, please contact a member of your Interdisciplinary Team.

### **Dental Services**

You may choose to receive services from Article 28 clinics operated by academic dental centers that are not part of ElderONE's Provider Network. These services do not need to be authorized by ElderONE. If you choose to receive services in this setting, please let us know so that we may continue to coordinate your care. For additional details about accessing these services, please contact a member of your Interdisciplinary Team.

### **III. Advantages of Enrolling in ElderONE**

This plan was designed and developed specifically to maintain independence among frail elders by offering comprehensive coordinated alternative services through a single organization. Our unique organizational and financing arrangements allow us to provide the most flexible benefits of any health care plan in the area.

Other advantages of participating in the plan include:

- Our dedicated, qualified geriatric health professionals who know you personally
- Comprehensive array of benefits including complete long term care coverage
- Staff available 24 hours per day to assist you in accessing care or to answer questions.
- Support for family caregivers
- Individualized care
- No hidden costs
- No co-payments
- No claim forms for routine care
- No need to continue your Medigap Insurance or any other type of health care insurance
- Ability to remain in your own home for as long as it is possible

### **IV. Benefits and Coverage**

All services and benefits provided or arranged by ElderONE are fully covered when approved by the team (approval is not required for emergencies). Services that are available through ElderONE that you may receive, if you need them, are as follows:

#### **Outpatient Health Services**

- Adult day care at the PACE center
  - Meals

- Recreation
- Personal care
- Medical and rehabilitation services
- a place to make friends and spend time with others who share similar interests
- General medical, psychiatric and specialist care, including consultation, routine care, preventive health care and physical examinations
- Nursing care
- Medical social services (social work services)
- Physical, Occupational, Speech and Respiratory therapies
- Nutrition counseling and education
- Laboratory tests, x-ray and other diagnostic procedures
- Prostheses and durable medical equipment (DME) when determined to be necessary by the interdisciplinary team
  - \* NOTE: durable medical equipment (including but not limited to: wheel chairs, walking aides, bath safety products, special beds and mattresses and other medical equipment) furnished by ElderONE remains the property of ElderONE and is made available for participant use only while you are enrolled as an ElderONE participant. All equipment must be returned upon disenrollment or a charge for the equipment may be incurred). Contact a member of your interdisciplinary team for additional information.
- Podiatry, including routine foot care
- Vision care, including examinations, treatment and corrective devices such as eyeglasses
- Dental, including routine treatment and acute treatment (e.g. pain)
- Audiology, including examinations, treatment and assistive device such as hearing aids
- Medications (must be obtained from a pharmacy designate by ElderONE), over the counter medications and medical supplies with an appropriate prescriber's written order
- Transportation to Day Center and medical appointments
- Women's Health related services

- Medical specialty services as needed (to include but not limited to: anesthesiology, cardiology, oncology, surgical: oral, orthopedic, plastic, thoracic, vascular)
- Other health related services when needed (homemaker/chore services, meals, care supplies)

### **Home Care Services**

- Skilled Nursing services
- Physical, Speech, and Occupational therapies
- Medical Social Services (social work)
- Home Health Aide
- Personal Care Aide service
- Nutrition
- Respiratory
- Consumer Directed Personal Assistance Program (CDPAP)

### **End of Life Services (Comfort Care)**

To provide sensitivity and support to our terminally ill participants so that their last days may be spent with dignity, respect and quality, end of life services may be provided in a regular hospital, skilled nursing facility, adult day center, or on an outpatient basis at your home or other location.

### **Hospital Inpatient Care**

Pending your health care assessed needs, services to include but not limited to:

- Ambulance
- Emergency Room Care and treatment room services
- Semi-private room and board
- General Medical and Nursing services
- Medical, surgical, intensive care, and coronary care unit
- Laboratory tests, x-rays, and other diagnostic procedures
- Medications
- Blood and blood derivatives

- Surgical care, including the use of anesthesia
- Use of oxygen
- Physical, Speech, Occupational, and Respiratory therapies
- Medical Social Services and discharge planning

Your hospital care does not include: private room and private duty nursing (unless medically necessary) and non-medical items for your personal convenience such as telephone charges and radio or television rental.

### **Nursing Home Placement (Long-Term or Short-Term)**

Our goal is to provide services to enable you to remain in the community. However, if it is no longer feasible to meet your needs in the community, we have nursing facilities in our network to most effectively meet your needs. ElderONE will continue to closely monitor you and the care you receive; you will still have an interdisciplinary team that will visit you in the nursing home. If that need occurs, this option is discussed and reviewed with you and your family and a decision made by you and the interdisciplinary team.

With nursing home long term permanent placement for Medicaid recipients, your financial responsibility may be affected. Your Net Available Monthly Income (NAMI) will be recalculated to be paid towards cost of care. This may change your share of cost. Any required payment as calculated is to be paid directly to ElderONE.

Failure to pay the amount due to ElderONE will make you subject to involuntary disenrollment from the program. Participants identified as responsible for a portion of, or the total cost of, care are informed of the amount due to ElderONE and the payment procedure.

### **Nursing Home Services**

Pending your health care assessed needs, services to include but not limited to:

- Semi-private room and board
- Physician and skilled nursing services
- Custodial care
- Personal care and assistance

- Medications
- Physical, occupational, recreational therapies, and speech therapy, if necessary.
- Medical social services
- Medical supplies and appliances

### **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 1-844-454-7108, or email [mfp@health.ny.gov](mailto:mfp@health.ny.gov). You can also visit MFP/Open Doors on the web at [www.health.ny.gov/mfp](http://www.health.ny.gov/mfp) or [www.ilny.org](http://www.ilny.org).

### **Provider Network**

ElderONE has a comprehensive Provider Network to meet your assessed needs. All of these providers understand our program and agree to comply with our program's requirements. We will still coordinate, arrange for and monitor your care through these providers.

The full provider directory is provided as part of this agreement (as a separate attachment) and is available at any time upon request. ElderONE will provide updates when changes occur to the network, to include additions or deletion of provider services.

In addition to medical specialty care, ElderONE has established relationships with a host of local organizations, such as support groups, maintenance/building contractors, legal and financial groups. Your interdisciplinary team can help you identify if you may benefit from these resources, or other services determined necessary by your interdisciplinary team, and will help facilitate your access to them.

### **Exclusions and Limitations**

ElderONE **does not cover** any service that is not authorized by the interdisciplinary team unless it is an emergency service.

ElderONE does not cover the following services as part of this contract:

- ElderONE does not cover an inpatient facility private room and/or private duty nursing services (unless medically necessary), or nonmedical 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).
- ElderONE does not cover cosmetic surgery, except for surgery that is required for improved functioning of a malformed part of the body resulting from an accidental injury. Reconstruction following mastectomy may be covered.
- ElderONE does not cover experimental medical, surgical, or other health procedures.
- ElderONE does not cover services furnished outside of the United States, except in certain limited emergency circumstances with hospital, ambulance and physician.

### **Emergency Services and Urgently Needed Care**

ElderONE provides access to care 24-hours per day, seven days per week, 365 days per year.

**YOU MUST NOTIFY THE ELDERONE TEAM IN ADVANCE OF ALL RELOCATIONS OUT OF THE AREA, AND THE RELOCATION IS NOT TO EXCEED 30 DAYS.**

**An Emergency Medical Condition** means a condition or situation manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could

reasonably expect the absence of immediate medical attention may result in: 1) serious jeopardy to the health of the participant; 2) serious impairment to bodily functions; and/or 3) serious dysfunction of any bodily organ or part.

You are not required to get Prior Authorization for the treatment of Emergency Medical Conditions. Emergency Services are covered.

If you consider your condition to be an **emergency situation** requiring immediate action:

**Call 911** or  
**Go to closest in network hospital** to you:  
Rochester General Hospital  
Newark Wayne Community Hospital  
Clifton Springs Hospital

When calling 911, Please answer questions and follow instructions carefully. Request to be taken to the closest hospital within network Emergency Room.

Always carry your ElderONE membership card. This is your insurance identification. Be sure to present your card to hospital and ambulance personnel.

Please notify the ElderONE staff as soon as possible if you have used the 911 emergency service. If you are unable to contact ElderONE yourself, a representative may contact us on your behalf.

### **Emergency Services When Out of the ElderONE Service Area**

If you require emergency medical care while temporarily out of the ElderONE' service area, you must notify ElderONE as soon as possible, and provide information about the emergency and the care received. If still receiving care, ElderONE will arrange a transfer as soon as possible to another hospital designated by us, so that an ElderONE physician can coordinate care.

If you are hospitalized when temporarily out of the ElderONE service area, you must notify ElderONE within 48 hours.

Payment rendered for emergency or urgent medical services received when it was impossible to obtain care through ElderONE, may be reimbursed provided ElderONE was notified within 48 hours and a written receipt from the facility or

physician rendering care is provided upon their return. If you are unable to contact ElderONE yourself, a representative may do so on your behalf.

### **Urgently Needed Care/Post Stabilization Care**

**Urgent care** means the care provided to you when out of the ElderONE service area, if you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life or function is not in severe jeopardy.

**Post stabilization** care means services provided subsequent to an emergency and that a treating physician views as medically necessary after an emergency medical condition has been stabilized. They are not emergency services.

ElderONE staff is available 24 hours per day to address participant questions about emergency services, and respond to requests for authorization of urgently needed out-of-network services and post stabilization care services following emergency services. Coverage of urgently needed out-of-network and post-stabilization care services are provided for under the following conditions:

1. The services are pre-approved by ElderONE organization; or
2. The services are not pre-approved by ElderONE because ElderONE did not respond to a request for approval within 1 hour after being contacted or cannot be contacted for approval.

All the appropriate care needed is available through arrangements ElderONE has made with contracted providers.

To contact ElderONE please call one of the numbers listed below and state you need **URGENT CARE**.

(585) 922-2800 or Toll Free: 1(855) 457-4636

### **Medical Care Outside the United States**

If you receive any medical care outside of the United States, ElderONE will not be responsible for the charges (see section on Exclusions and Limitation for details).

### **Travel Outside the ElderONE Service Area**

On occasion, you may have the need or desire to travel outside the ElderONE service area. You must inform ElderONE of any move or lengthy absence from the service area. If you will be out of the area for more than 30 days, and wish to

remain a participant at ElderONE, you must seek approval from ElderONE and the New York State Department of Health prior to your departure. ElderONE may pursue Involuntary Disenrollment if you leave the service area for 30 days or longer and do not obtain approval prior to your departure. If your travel plans are approved, ElderONE will assist you to arrange for care while out of the area and will ensure you have care arrangements that are approved and covered by ElderONE. ElderONE will assist you to make sure that you have an adequate supply of medications and supplies (as needed) and that you are given instructions about how to obtain emergency or urgent care while out of the area.

Though ElderONE's provision of your regular care plan may be put on hold while you are away, you will not be entitled to any prorated costs due to ElderONE or Medicaid share of cost. You will not be permitted to deduct from the amount due to ElderONE for services you do not receive from ElderONE while out of the area.

ElderONE does not cover services furnished outside of the United States, except in certain limited emergency circumstances with hospital, ambulance and physician.

## **V. Enrollment and Effective Dates of Coverage**

ElderONE completes an intake assessment for each person interested in receiving ElderONE services as an option for long term care. During this process, you and your representative are given information about the ElderONE program and services, enabling you to make an informed decision regarding ElderONE enrollment. Information provided to you includes this Enrollment Agreement.

Enrolling in ElderONE is a 4-step process: (1) Referral (2) New York State Conflict Free Evaluation (3) Assessment (4) Enrollment.

- 1. Referral:** Usually the "Referral" process begins when you or someone on your behalf makes a call to ElderONE. If it appears from this first conversation that you are potentially eligible, the ElderONE Intake Specialist contacts you to explain our program and obtain further information about you. Intake department staff will assist you with a referral and transfer to the New York State Conflict Free Evaluation and Enrollment Center (CFEEC).
- 2. New York State Conflict Free Evaluation:** New York State Conflict Free Evaluation and Enrollment Center (CFEEC) is known as Maximus. Using the Uniform Assessment System for New York (UAS-NY), CFEEC will

assign a nurse from their contract agency, Maximus, to visit you in your home to conduct an assessment. This assessment will determine eligibility for PACE/MLTC program, and your need for CBLTC services. The CFEEC will inform you of your eligibility status.

- 3. Assessment:** Once you have been determined as eligible to receive CBLTC services through PACE, you will meet with the ElderONE Assessment Nurse and Social Worker, you will visit the PACE Day Center, and you will meet your Primary Care Provider. Each of these staff will be asking you questions about your care needs, your preferences and your goals. They will be developing a care plan to meet your needs based on the information that you share. You will have ample opportunity to ask questions yourself, and our staff will make every effort to answer your questions so you may have a thorough understanding of the ElderONE program.

You will receive a copy of this Enrollment Agreement and learn:

- How the ElderONE program works, the kinds of services we offer and the answers to any questions you may have about us
- That if you enroll, you must agree to receive all your health care exclusively from ElderONE
- What your estimated monthly payment, if any, will be.

If you are interested in pursuing enrollment in ElderONE, you will be asked to sign a privacy statement and consent to release information so that ElderONE can obtain your health records and/or discuss your situation with your current or former health care provider to fully evaluate your needs. We will also ask your permission to have the Assessment Specialist determine your needs and eligibility for the program. At this point, you become an applicant for enrollment.

- 4. Enrollment:** The “enrollment meeting” is the point at which you will make a decision about your participation in the ElderONE program.

At this meeting you will have an opportunity to discuss:

- the plan of care recommended by the assessment specialists
- the PACE day center where you will receive most of your care from ElderONE
- your monthly amount due to ElderONE or estimated Medicaid share of cost (surplus), if any

- the exclusive care feature of ElderONE, that ElderONE will be your sole provider of services.
- your rights and responsibilities as an ElderONE participant
- the extent of your family's or representative's participation in your care
- what to do if you are not satisfied with the care you receive at ElderONE (see Member Grievance Procedure section)

A Medicare participant may not enroll in the ElderONE Program at a Social Security Office.

### **Final Approval and Enrollment**

If you decide to join ElderONE, we will then ask you or your representative to sign the Enrollment Agreement Acknowledgment.

Upon signing you will receive:

- a copy of the Enrollment Agreement
- an instruction sheet to post by your telephone listing what to do if you need urgent care or in case of an emergency
- a copy of your Initial Care Plan
- a list of ElderONE staff with which you will have frequent contact
- the date your benefit coverage officially begins
- an insurance card holder indicating that you are an ElderONE participant
- information about Health Care Advanced Directives
- information regarding your rights to privacy

**Signing the Enrollment Agreement Acknowledgement enrolls you in the ElderONE program on the specified capitation date and automatically disenrolls you from any other Medicare or Medicaid prepaid health plan, such as the Medicaid Advantage Health Plan, on that same date. It is important to understand that ElderONE becomes your sole service provider on the date indicated on the Enrollment Agreement Acknowledgement.**

### **Disenrollment**

Your benefits under ElderONE can be stopped if you choose to disenroll from the program voluntarily or if you no longer meet the conditions of enrollment and are

involuntarily disenrolled. In addition, this program is available through an agreement ElderONE has with the state and federal government. If this agreement is not renewed by those agencies, benefits under the program may be terminated.

There are two ways that your benefits under ElderONE can be stopped:

**Voluntary Disenrollment:**

You may choose to cancel your benefits under the ElderONE program at any time. If you choose to disenroll from the program, this is called a “voluntary disenrollment.”

If you wish to cancel your benefits by disenrolling, you should discuss this with the social worker. ElderONE requests notification prior to disenrolling. You will be asked to sign a “Disenrollment Form,” indicating that you will no longer be entitled to services through ElderONE. The team will assist you with returning to the traditional service system or HMO on the termination date of your ElderONE benefits. A Medicare recipient may not disenroll at a Social Security Office/Location. Enrolling in another Prescription Drug Program (PDP) will automatically disenroll you from ElderONE and all services from ElderONE will be terminated (please note: electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling as an ElderONE participant or a voluntary move out of the ElderONE service area is considered a voluntary disenrollment).

When an individual is a Medicaid recipient, the effective date of voluntary disenrollment and termination of ElderONE benefits is determined by New York Medicaid Choice (Maximus). If notification of intent to disenroll is received on or before the tenth day of the month, disenrollment will be effective at midnight on the first day of the next month. If notification is received after the tenth of the month, disenrollment will be effective at midnight on the first day of the following month. For example: If, on October 1st you gave notice of your desire to disenroll, your benefits would terminate effective midnight November 1st. If, however, you gave notice on October 15th that you wanted to disenroll, your benefits would terminate effective December 1st.

When an individual is a Medicare only recipient, disenrollment will be effective at midnight the first of the next month. You are required to continue to use ElderONE services and to pay any share of cost owed to ElderONE, if applicable, until termination of benefits becomes effective.

When an individual is purely private pay (not a Medicare or Medicaid recipient), disenrollment will be effective at midnight the first of the month following notification of intent to disenroll. ElderONE must be notified in order to make arrangements for alternative care as needed.

### **Involuntary Disenrollment**

ElderONE can terminate your benefits, which is called an “involuntary disenrollment.”

ElderONE can terminate your benefits through written notification to you under any of the following conditions:

- You fail to pay or to make satisfactory arrangements to pay any applicable spend down liability and any amounts due under the post-eligibility treatment of income process after a 30-day grace period.
- You engage in disruptive or threatening behavior. Disruptive or threatening behavior refers to behavior that jeopardizes your health or safety, or the safety of others; or if you have decision-making capacity but you consistently refuse to comply with your individual plan of care or the terms of this enrollment agreement.
- You move out of the ElderONE service area or are out of the service area for more than 30 consecutive days, unless ElderONE and the New York State Department of Health agree to a longer absence due to extenuating circumstances.
- The participant is determined to no longer meet the State Medicaid nursing facility level of care requirements and is not deemed eligible.
- The ElderONE program agreement with CMS and the State administering agency is not renewed or is terminated.
- ElderONE is unable to offer health care services due to the loss of the State licenses or contracts with outside providers.

*You are required to continue to use ElderONE’s service and to pay any applicable share of cost/fee until termination becomes effective.*

If you leave ElderONE either through voluntary disenrollment, or involuntary disenrollment, be advised that subsequent enrollment into other optional Medicare or Medicaid programs may take some time. ElderONE cannot guarantee that other

programs will accept you or that other programs will have space for you. Please keep this in mind while making decisions about your care.

Once New York Medicaid Choice (Maximus) has approved involuntary disenrollment, you will receive written notification. If you are a Medicaid recipient you will be advised of the Fair Hearing process available to you. If you are a Medicare recipient and are not in agreement with the decision to involuntarily disenroll you, ElderONE will assist you in appealing the decision with the appropriate review entity.

**Once again, please note that disenrollment requires advance notice.** If you wish to disenroll from ElderONE and receive services elsewhere as rapidly as possible, it is important to remember the tenth of the month deadline for notification if you have Medicaid. Receipt of your notice of disenrollment on or before the tenth of any month will ensure reinstatement of benefits outside of ElderONE on the first of the following month. You can only disenroll according to the process described above. There will be no exceptions to the requirement that disenrollments are effective on the 1st of a month.

### **Renewal Provisions**

If you choose to leave ElderONE (voluntary disenrollment), you may be reinstated, one time, into ElderONE if you reapply, providing you still meet the eligibility requirements.

If your disenrollment is pending because you fail to pay the monthly payment amount due to ElderONE, and you pay the amount owed before the effective date of disenrollment, you are then reinstated in the ElderONE program with no break in coverage.

## **VI. Member Grievance and Appeal Procedure**

All of us at ElderONE share the responsibility of assuring that you are satisfied with the care you receive. We encourage you to express any grievances or appeals, which may be stated verbally or in writing, at the time and place that any dissatisfaction occurs. Grievances and appeals are kept confidential and in no way adversely affect care or services. You have the right to voice concerns and access the formal processes without any fear of reprisal, interference, coercion or discrimination by ElderONE staff. Accommodations will be made for the hearing and visually impaired. If you do not speak English, a bilingual staff member or volunteer will be available to facilitate the grievance process.

## **Grievance Procedure**

Definition: A **grievance** is a problem, either written or verbal, expressing dissatisfaction with service delivery or the quality of care furnished and this can be either medical or nonmedical.

Participants may report a grievance to any member of the ElderONE staff. You may also submit your grievance in writing through the mail to:

**ElderONE Quality Department**  
490 E. Ridge Road  
Rochester, NY 14617

You may also contact the ElderONE Quality Department at (585) 922-2800 Monday through Friday 8:30 am to 5:00 pm.

Complete information must be collected so that the appropriate supervisor can resolve the concern or problem in a timely manner. Please allow us to ask you or your designee questions that will allow us to understand and resolve your dissatisfaction.

ElderONE maintains confidentiality regarding grievances. Only staff involved in the process of resolution will have access to such information. ElderONE continues to furnish all required services to you during the grievance process.

ElderONE staff will discuss the findings of the grievance investigation and what action is being taken toward resolution with you. When you or your representative express satisfaction, the grievance is considered resolved. A written synopsis of the resolution is then forwarded to you.

Every effort is made to resolve all concerns within five (5) working days but in no case are resolutions to take more than fifteen (15) days from the day the grievance is received by the Quality Department.

The grievance process will be reviewed with you upon enrollment, and annually thereafter. You will also receive information on the grievance process whenever you file a grievance.

You may always voice a concern to the New York State Department of Health by phone.

If a resolution is not reached that is satisfactory to you, you may call the New York State Bureau of Managed Long Term Care (MLTC) at 1-866-712-7197. You may write to:

**MLTC Technical Assistance Center**  
**New York State Department of Health**  
1 Commerce Plaza  
Office of Health Insurance Programs  
Albany, NY 12210

### **Appeal Procedure**

Definition: An **appeal** is defined as a participant's action taken with respect to ElderONE's non-coverage of, or nonpayment for a service including denials, reductions or termination of services.

A denial is a decision made by ElderONE to not cover or pay for service; this includes services requested by a participant or participant's representative, and reductions and terminations of previously authorized services.

ElderONE makes every effort to ensure that participants in its program receive all necessary care, services and equipment from the ElderONE program through the care planning process.

You may appeal any ElderONE's decision to deny, reduce the amount of or discontinue any service or equipment or if ElderONE denies payment for any health service. Any time the interdisciplinary team denies a request for service or payment, you are provided written information on the appeal process.

ElderONE cannot take away any other services because you filed an appeal. You will still receive the necessary services. ElderONE cannot treat you differently if you file an appeal.

An appeal must be made within 45 days of the ElderONE decision to deny coverage or payment for a service/or equipment.

You may request an appeal verbally or in writing by contacting a member of your interdisciplinary team or by writing or calling:

Contacting a member of your interdisciplinary team or by writing or calling:

## **ElderONE Quality Department**

490 E. Ridge Road

Rochester, New York 14621

Telephone: (585) 922-2800

If 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, let us know right away. ElderONE will answer your appeal as expeditiously as your health condition requires but within 72 hours of receipt of the appeal. This is called an expedited appeal.

The 72 hour time frame may be extended by up to 14 calendar days if you request the extension or if ElderONE justifies to the New York State Department of Health the need for additional information and that this delay is in your best interest to ensure a thorough review.

If your life, health, or ability to function is not seriously jeopardized, then ElderONE will answer your appeal within 30 days of receipt of the appeal. This written notification will include information about additional appeal rights.

ElderONE may not terminate or reduce the disputed services while an appeal is pending if you request that these services be continued. You need to understand that you may be held liable for the cost of the services if the appeal is not resolved in your favor. This means you may owe ElderONE money and ElderONE will request a statement of repayment be signed.

A person not involved in our initial decision will reevaluate your appeal. This person(s) is both impartial and appropriately qualified to render a decision. You or your representative may present or submit relevant facts and/or evidence for review, either in person or in writing to us for consideration during the appeal process.

You will receive a letter from ElderONE informing you of the decision. This written notification will include information about additional appeal rights.

If ElderONE decides fully in your favor on either a standard or expedited appeal for a request for service, we must either provide the service or arrange for you to get the service as quickly as your health condition requires.

If we decide fully in your favor on a request for payment, we must make the requested payment.

If we do not decide in your favor on a standard or expedited appeal either in whole or in part, or on a request for payment and you are eligible for Medicare and/or Medicaid, you have the right to pursue additional appeal rights.

ElderONE maintains confidentiality regarding appeals. Only staff involved in the process of resolution will have access to such information.

The appeals process is reviewed with participants upon enrollment, annually thereafter and when an appeal is filed.

### **External Appeal Options – State and Federal**

If you receive Medicaid you have the right to request a State Fair Hearing if you have completed the appeal process and are still not satisfied with the decision. ElderONE staff will assist you in accessing Fair Hearing rights. Fair Hearings are conducted by the NYS Office of Hearings and Appeals.

If you receive Medicare and have completed the internal appeal process and are still not satisfied, you may choose to appeal to Medicare. ElderONE staff will assist you in accessing the Medicare appeal process, and the appeal will be sent to the Medicare independent review entity.

If you receive both Medicaid and Medicare ElderONE staff will assist in choosing which agency to appeal to, and assist you in accessing that process. Both Medicare and Medicaid agencies cannot review the appeal.

### **VII. Monthly Payments**

Depending on your Medicare and/or Medicaid eligibility, you may be required to make monthly payments to ElderONE. You will receive bills as they relate to your continuing eligibility for Medicaid Assistance, Medicare and/or private pay services. The monthly fees may vary as your eligibility for these programs changes in the future. Applicable monthly fees are paid directly to ElderONE. It is possible that you may not have to make any monthly payments.

If you are eligible for:

### **Medicare and Medicaid or Medicaid**

While you are enrolled in ElderONE, the Department of Human and Health Services (DHHS) determines what, if any, cost share is due. ElderONE provides an estimate of this cost until the final amount is determined by DHHS. If your eligibility status changes, your monthly cost may be adjusted by DHHS. Information about such changes will be sent directly to you by the local DHHS. You will not be required to pay a part D premium while enrolled in ElderONE.

### **Medicare**

If you have Medicare and are not eligible for Medicaid, you will make a monthly payment to ElderONE. The amount of your monthly payment is outlined in the Enrollment Agreement Acknowledgement. This payment amount is the sum of the Medicaid capitation amount, the calculated average share of cost and, depending on your Medicare coverage, may include a portion of the Medicare capitation amount for which you are not covered. This payment does not include the cost of Medicare prescription drug coverage and you will be responsible for an additional monthly premium. The amount of your monthly premium is outlined in the Enrollment Agreement Acknowledgement. You may pay both amounts together or you may discuss other options with the ElderONE Finance Department.

### **Private Pay Premiums**

If you are not eligible for Medicare or Medicaid, you will make a monthly payment to ElderONE. Those who do not receive Medicare or Medicaid pay a premium, which is the sum of the Medicaid capitation amount, the calculated average share of cost amount, and the Medicare capitation amount. Because this payment does not include the cost of prescription drugs, you will be responsible for an additional premium for prescription drug coverage. The amount of your monthly premium is outlined in the Enrollment Agreement Acknowledgement. You may pay both premiums together or you may discuss other options with the ElderONE Finance Department.

### **Prescription Drug Coverage Late Enrollment Penalty**

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in ElderONE after going without Medicare prescription drug coverage, or coverage that was at least as good as Medicare drug coverage, for 63 or more consecutive days, you may have to pay a higher monthly amount for Medicare prescription drug coverage. You can contact the ElderONE Finance Department for more information about whether this applies to you.

## **Payment**

If you are Medicare and/or Medicaid eligible and required to pay a monthly amount to ElderONE, a bill is generated through the Finance Department and sent to you. You must make the first payment by the first day of the month after you sign the Enrollment Agreement. The monthly charge then has to be paid on the first day of every month.

If you are Private Pay, a payment is due upon signing the Enrollment Agreement. Each month thereafter a bill is generated through the Finance Department and sent to you. You must pay this amount by the first day of every month. Payment address is as follows:

**ElderONE**  
100 Kings Highway  
Rochester, NY 14617  
**Attention: Finance Department Payment**

Failure to make payment may result in termination of your benefits under the ElderONE program. If ElderONE commences legal action for collection, you will be responsible for all costs of collection, including attorney fees.

## **VIII. Your Rights and Responsibilities (Participant Bill of Rights)**

ElderONE participants are entitled to the following rights:

- To be fully informed of rights and responsibilities as a participant and of all rules and regulations governing participation in ElderONE. Evidence of your receipt of this information is in the form of your signed enrollment agreement acknowledgement, a copy of which is incorporated into your medical record.
- To be treated with dignity and respect, and be afforded privacy, confidentiality and humane care.
- To receive competent, concerned and individualized care without regard to race, creed, color, national origin, sex (including gender identity or status of being transgender), sexual orientation, age or physical or mental disability (including gender dysphoria), developmental disability, type of illness or condition, or source of payment.
- To receive comprehensive health care in a safe and clean environment, and in an accessible manner.

- To not be required to perform services for ElderONE.
- To have reasonable access to telephones.
- To be free from harm, including physical or mental abuse, neglect, corporal punishment, involuntary seclusion, excessive medication, and any physical or chemical restraint imposed for purposes of discipline or convenience and not required to treat your medical symptoms. To be free from hazardous procedures.
- To be encouraged and assisted, throughout your participation in ElderONE, to exercise your rights as a participant, as well as your civil and legal rights. To be encouraged and assisted to voice complaints to ElderONE staff and outside representatives of your choice. There will be no restraint, interference, coercion, discrimination or reprisal by ElderONE or its staff, nor will the filing of a grievance disrupt your care plan. To be encouraged and assisted to recommend changes in policies and procedures to ElderONE staff. This may include accessing the Medicaid and Medicare appeal processes.
- To be fully informed in writing of the services available through the plan in addition to the costs. This information is to be made available, including the identification of services delivered through contracts, rather than directly by the program, prior to and at the time of enrollment, as well as during participation. Any changes to the payment structure may be made after you receive 30 day written notice.
- To be able to examine the results of the most recent review of ElderONE conducted by New York State and federal government and any plan of correction in effect.
- To choose your primary care physician and specialists from within the ElderONE network.
- To request that a qualified specialist for women's health services furnish routine or preventive women's health services.
- To disenroll from the program at any time.
- To access emergency services without prior approval when the need arises. An Emergency Medical Condition means a condition or situation manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention may result in:

- Serious jeopardy to the health of the participant;
- Serious impairment to bodily functions; and/or
- Serious dysfunction of any bodily organ or part.
- To participate in the development and implementation of your plan of care.
- To expect that ElderONE develop a written care plan for patient care and to participate in all decisions effecting your plan of care/treatment and to be advised in advance of any change in the plan of care. If you are unable to participate fully in treatment decisions, you have the right to designate a representative. You have the right to appeal any decision affecting your plan of care if you cannot come to agreement with the interdisciplinary team.
- To have all treatment options explained in a culturally competent manner including, but not limited to those with limited English proficiency and diverse cultural and ethnic backgrounds, and to make health care decisions, including the right to refuse treatment, and be informed of the consequences of the decisions.
- To have the Enrollment Agreement, Enrollment Agreement Acknowledgement, all treatment and treatment options fully discussed and explained to you in a manner you understand.
- To receive information on Advanced Directives as dictated by the Patient Self Determination Act of 1990, and to receive assistance in the completion of a Health Care Proxy form to convey such directive.
- To be fully informed by the interdisciplinary team of your health and functional status. Be informed of all treatments prescribed prior to implementation, when and how services will be provided and the names and functions of any person and/or affiliated agency providing care, coordination or supervision of services.
- To request information about your diagnosis, prognosis, and treatment, including alternatives of care and risks involved in terms that you and your family can readily understand so that you can give your informed consent.
- To request reassessment by the team.
- To be given reasonable advance notice in writing of any transfer to another part of ElderONE's program for medical reasons, or for your welfare, or that of other participants. Such actions will be documented in your health record.

- To be assured of confidential treatment of all information contained in your health record, including information contained in any automated data bank. You have the right to communicate with health care providers in confidence and to have the confidentiality of your identifiable health care information protected. We require your written consent for the release of information to persons not otherwise authorized under law to receive it. Persons representing news or other media shall not be given any information that identifies or leads to the identification of you, including photographs, unless you have given written consent. You may review and copy your own medical records and request amendments to those records. You may provide written consent which limits the degree of information, the persons to whom information may be given and the time the consent is in effect.
- To be fully informed of the appeal process, and receive from ElderONE staff, any assistance needed, to file an appeal, as outlined in the ElderONE appeal process. To appeal any treatment decision made by ElderONE, its employees, or contractors.
- To receive treatment and rehabilitative services designed to promote your functional ability to the optimal level and to encourage your independence. These services must be agreed to by the interdisciplinary team.
- To have your reports of pain believed and to be provided with information about pain and pain relief measures. You can expect health professionals to respond quickly to your reports of pain and to receive effective pain management.
- Upon request to the Director of Quality, to view your clinical record in the ElderONE office. You may receive a copy of your clinical record, upon written request. All patient requests for viewing/receiving clinical records will be made known to the physicians. There may be a cost associated with copying clinical records.
- To contact New York State at 1-866-712-7197 and identify the concern as a Managed Long Term Care concern.
- Alternatively, you may contact ICAN (Independent Consumer Advocacy Network) \* which is a group of nonprofit advocacy organizations, independent of the New York State Department of Health or any health insurance plan, which can assist you in resolving problems with your plan and providers (for example doctors, hospitals, and pharmacist), and help you file grievances or appeals.

***\*ICAN help is free and confidential. ICAN is not connected with any health plan***

Call: 1-844-614-8800

TTY Relay Service 711

Email: [ican@cssny.org](mailto:ican@cssny.org) Online: [www.icannys.org](http://www.icannys.org)

### **Your Responsibilities as an ElderONE Participant**

The services of ElderONE depend on the involvement of you – the participant, and your family. The ElderONE Team works closely with you to be sure that your health care needs are met to the greatest degree possible. In order to do that, participants and caregivers have the following responsibilities:

- Accept help and/or care without regard to the race, religion, age, gender, disability, or national origin of the caregiver and to treat those providing you with care with respect.
- Authorize ElderONE to obtain and use records and information from hospitals, residential health care facilities, home health agencies, physicians and other practitioners who treat you.
- Authorize ElderONE to disclose and exchange personal information with the federal and state government and their agents during reviews.
- Keep appointments or notify ElderONE if an appointment cannot be kept.
- Supply accurate and complete information to caregivers.
- Actively participate in developing and updating your Care Plan.
- Ask questions and request further information regarding anything you do not understand.
- Assist in developing and maintaining a safe environment for you and your caregivers.
- Inform ElderONE of all health insurance coverage and notify ElderONE promptly of any changes in that coverage.
- Cooperate with ElderONE in billing for and collecting applicable fees from Medicare and other third party payers.
- Use ElderONE designated providers, hospitals and nursing homes for services included in the benefit package.

- Notify ElderONE promptly of any change in address or any absence from the area.
- Comply with all policies of the program as noted in this Enrollment Agreement.
- Cooperate in implementation of the care plan.
- Take your medications as the ElderONE physician orders.
- If emergency services are used at any time, or while out of the service area, you must notify ElderONE within forty-eight hours or as soon as reasonably possible.
- To notify ElderONE if you are injured by someone else's actions, such as being involved in an automobile accident.
- To let ElderONE know as soon as possible, when you are not satisfied with care or services.
- ElderONE requests notification in writing prior to disenrolling.
- Pay all required monthly fees.
- To wear your ElderONE nametag while at the Day Center and while at appointments scheduled by ElderONE.

These written rights and responsibilities, for a participant determined to be incompetent in accordance with State law, apply to the person or committee authorized to act on behalf of the participant.

## **IX. Notice of Non-Discrimination**

### **Discrimination is Against the Law**

ElderONE complies with applicable Federal civil rights laws and does not discriminate on the basis of race, creed, color, national origin, sex (including gender identity or status of being transgender), sexual orientation, age or physical or mental disability (including gender dysphoria), developmental disability, type of illness or condition, or source of payment.

ElderONE:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters

- Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact your **ElderONE Social Worker**

If you believe that ElderONE has failed to provide these services or discriminated in another way on the basis of race, creed, color, national origin, sex (including gender identity or status of being transgender), sexual orientation, age or physical or mental disability (including gender dysphoria), developmental disability, type of illness or condition, or source of payment, you can file a grievance with:

**ElderONE**  
**Attn: Performance Improvement Coordinator**  
 490 E. Ridge Road  
 Rochester, NY 14621  
**Phone:** (585) 922-9985 **Toll Free:** 855-457-4636  
**Fax:** (585) 922-2847  
**TTY:** 800-662-1220

You can file a grievance in person, by mail, or fax. If you need help filing a grievance, ElderONE’s Performance Improvement Coordinator is available to help you.

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, D.C. 20201  
 1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Veuillez communiquer avec un membre de l'équipe ElderONE pour vous aider.

ATANSYON : Si ou pale kreyòl ayisyen, gen sèvis pou ede ou ak lang gratis. Tanpri kontakte yon manm ekip ElderONE pou ede ou.

KUJDES: Nëse flisni shqip , për ju ka në dispozicion shërbime ndihmëse pa pagesë për gjuhën. Ju lutem kontaktoni me një anëtar të ekipit të ElderONE që t'ju ndihmojë.

تنبيه: إذا كنت تتحدث اللغة العربية فإن خدمات المساعدة اللغوية تتوفر لك مجاناً. الرجاء الاتصال بأحد لمساعدتك. ElderONE أعضاء فريق

মনোযোগ দিন: যদি আপনি বাংলা ভাষায় কথা বলেন, ভাষার সহায়তার পরিষেবাগুলি বিনামূল্যে আপনার কাছে উপলব্ধ হয়। অনুগ্রহ করে আপনাকে সহায়তা করতে পারে এমন একজন ElderONE দলের সদস্যের সাথে যোগাযোগ করুন।

ΠΡΟΣΟΧΗ: Εάν μιλάτε ελληνικά, για εσάς διατίθενται υπηρεσίες γλωσσικής βοήθειας δωρεάν. Επικοινωνήστε με ένα μέλος της ομάδας ElderONE για να σας βοηθήσει.

ATTENZIONE: per chi parla italiano sono disponibili servizi d'interpretariato gratuiti. Contattare un componente dell'équipe ElderONE per assistenza.

אויפמערקט: אויב איר רעדט אידיש קענט איר קריגען שפראך הילף אומזיסט אן געלט.

ביטע קלינקט און א מיטגליד פאן עלדער וואן (ElderONE) אן זיי וועלן אייך העלפען.

알림: 한국어 사용자인 경우 무료 언어 도우미 서비스를 받으실 수 있습니다.

ElderONE 팀원에게 연락하시면 도와 드리겠습니다.

UWAGA: dla osób posługujących się językiem polskim dostępne są nieodpłatne usługi językowe. Informacji udzieli członek zespołu ElderONE.

ВНИМАНИЕ: Если вы говорите по-русски, вы можете бесплатно получить услуги переводчика. Свяжитесь с сотрудником ElderONE для получения помощи.

**ATTENTION:** Kung nagsasalita ka ng Tagalog, may magagamit kang mga libreng serbisyong tulong sa wika. Mangyaring makipag-ugnayan sa isang miyembro ng pangkat ng ElderONE upang makatulong sa iyo.

اردو بولتے ہیں تو آپ کے لیے مفت میں زبان سے متعلق مدد کی سروسز دستیاب ہیں۔ اگر آپ توجہ ٹیم ممبر سے رابطہ کریں۔ کے کس ElderONE براہ کرم مدد حاصل کرنے کے لیے

**ATENCIÓN:** Si usted habla español, existen servicios de ayuda del lenguaje gratuitos disponibles para usted. Por favor contacte a un miembro del equipo de ElderONE para recibir ayuda.

**注意：**您如果讲中文，则可免费得到语言协助服务。请联系 ElderONE 团队成员，以便取得协助。