



Participant Handbook & Agreement

ElderONE
An Affiliate of
Rochester Regional Health

THIS BOOKLET BELONGS TO _____

ELDERONE PACE CENTER _____

TELEPHONE NUMBER _____

ADDRESS _____

CENTER MANAGER _____

PHYSICIAN _____

SOCIAL WORKER _____

FOR 24 HOUR EMERGENCY SERVICES
ON-CALL PHYSICIAN TELEPHONE NUMBER ()

EMERGENCY TELEPHONE NUMBER 911

Contents

I. Welcome to ElderONE	7
II. Unique Benefits of ElderONE	8
Interdisciplinary Care Team	8
Authorization of Care	9
Service Location	9
Authorization of Care	9
Physicians and Providers	10
Medications	10
Flexibility of Care	10
Services are provided exclusively through ElderONE	10
III. Advantages of Enrolling in ElderONE	11
IV. Benefits and Coverage	11
Outpatient Health Services	11
Home Care Services	12
End of Life Services (Comfort Care)	12
Hospital Inpatient Care	13
Nursing Home Care (Long-Term or Short-Term)	13
Nursing Home Services	13
Money Follows the Person (MFP/Open Doors)	14
Provider Network	14
Exclusions and Limitations	14
Emergency Services and Urgent Care	15
Emergency Services When Out of the ElderONE Service Area	15
Urgent Care/Post Stabilization Care	16
Travel Outside the ElderONE Service Area	16
V. Enrollment and Effective Dates of Coverage	17
VI. Termination of Benefits or Disenrollment	19
VII. Participant Grievance and Appeal Process	21
Grievance Process	21
Appeal Process	22
VIII. Monthly Payments	24
IX. Your Rights and Responsibilities (Participant Bill of Rights)	25
X. Notice of Non-Discrimination	30

I. Welcome to ElderONE

Thank you for choosing ElderONE.

ElderONE, an affiliate of Rochester Regional Health, is one of many PACE (Program of All-Inclusive Care for the Elderly) programs in the United States, and the only one in our region.

PACE is a health plan for adults 55 and older 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 Participant Handbook carefully. The Enrollment Agreement at the end of this handbook contains the attestations that you sign upon enrollment to ElderONE. **Please keep this Participant Handbook.**

ElderONE may make updates to this enrollment agreement. ElderONE will notify you of these changes and explain the changes to you. A current copy of this participant handbook is available online and you may request a paper copy at any time.

To be eligible for the program, you must be:

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
 - Therapies
 - Home health aide services
 - Personal care services
 - Adult day health care
 - Private duty nursing
 - Consumer Directed Personal Assistance services
5. 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, other health insurance plan, other Managed Long Term Care Plan, 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.

Our Mission:

To preserve and sustain the independence of chronically ill or disabled individuals by providing comprehensive medical care and support services that allow them to enjoy the highest quality of life in their own home and community.

Our Commitment:

- To put your needs first – We encourage you and your family to play an active role in the development of your health care plan.
- To provide quality, customized care – With the support of Rochester Regional Health, our focus is on your well-being and safety.
- To be compassionate and understanding – Change can be scary, but our caring staff will guide you and your family every step of the way.
- To emphasize preventive care and quality of life – Staying one step ahead helps to reduce the possibility of a lengthy hospital or nursing home stay.

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 benefits package including home care, skilled nursing facility care, and prescription coverage. Based on participant needs, medical, nursing and nutrition services, physical therapy, occupational therapy, and in-home training are provided, along with medical specialty services such as cardiology, dentistry, optometry, podiatry, psychiatry, and speech therapy. Medications, including over-the-counter medications and supplies, are provided when ordered by your ElderONE physician. ElderONE may help modify the home environment to increase 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.

There are many features of our program:

Interdisciplinary Care Team

Your care is planned and provided by a team of professionals who work together with you. This interdisciplinary team, your care team, will meet with you and your family to assess your medical, physical, social and emotional needs, discuss what is important to you, and develop an evolving care plan tailored to your individual concerns.

Your care team is responsible for your initial and ongoing assessments, periodic reassessments, plan of care, coordination of 24-hour care delivery, and documentation of care in your medical record. Your care team includes a physician, who is your primary care physician, registered nurse, social worker, physical, 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 member of your care team shares their insights regarding your care needs and collaborates with you and your family to develop your care plan. This interdisciplinary approach results in a comprehensive, written plan of care to meet your individual needs.

You and your 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.

Authorization of Care

Your care team will work closely with you and your family to help you remain as healthy and independent as possible. To ensure you are receiving the most appropriate care, your care team must review and jointly approve any change in your care plan, whether adding, changing, or discontinuing a service (except in certain emergencies). Your care team will reassess your needs on a regular basis - at least every six months, and more frequently as your condition changes, or upon request.

Service Location

Through our staff and facilities, we offer access to care and maintain written care plans to meet the needs of each ElderONE participant across all care settings.

PACE Centers

You will receive most of your health care services at one of our ElderONE PACE Centers.

Hudson PACE Center
2066 Hudson Ave
Rochester, NY 14617

Emerson PACE Center
800 Emerson St
Rochester, NY 14613

North Park PACE Center
355 North Park Dr
Rochester, NY 14609

Silver Hill PACE Center
1000 Technology Pkwy
Newark, NY 14513

A number of factors including your preference, your home location, and your special needs will determine which ElderONE PACE Center you attend. Transportation to and from the ElderONE PACE Center is provided. How often you come to the ElderONE PACE center will depend upon your individual care plan.

The ElderONE PACE Center provides meals, recreation, and personal care, as well as adjacent clinic space for medical and rehabilitation services. The ElderONE PACE Center is a place to make friends and spend time with others who share similar interests.

Other Care Settings

As determined by your medical, physical, emotional or social need, services may also be provided in your own home, in a hospital, or in a nursing home. Your ElderONE primary care physician will be an active member of the health care team and will manage your specialty and hospital care. We have contracts with physician specialists (such as cardiologists, urologists, and orthopedists), with a pharmacy, laboratory and diagnostic testing services (X-rays, etc.), and with hospitals and nursing homes. Services may be provided at their respective locations. Our drivers may also provide transportation to the hospital and other appointments the interdisciplinary team arranges for you.

The complete list of Other Care Settings can be found in the Provider Network Directory provided.

Authorization of Care

Your care team will work closely with you and your family to help you remain as healthy and independent as possible. To ensure you are receiving the most appropriate care, your care team must review and jointly approve any change in your care plan, whether adding, changing, or discontinuing a service (except in certain emergencies). Your care team will reassess your needs on a regular basis - at least every six months, and more frequently as your condition changes, or upon request.

Physicians and Providers

Your ElderONE primary care physician, nurse practitioners, and other medical specialists responsible for your care are part of your interdisciplinary care 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.

Flexibility of Care

Unlike traditional Medicare and Medicaid, ElderONE has the flexibility to provide care according to your needs and can access the services that are required to meet those needs. Your ElderONE interdisciplinary care team, with your input, is able to determine the appropriate services for your care to help you maintain optimal health and your ability to stay at home. Care may be provided in your home, at the ElderONE PACE Center, or at a specialist's office. Transportation may be provided according to your needs.

Services are provided exclusively through ElderONE

Once you have enrolled in ElderONE, you agree to receive all Medicare and Medicaid benefits and Covered Services exclusively through ElderONE and our provider network, with the exception noted above about Community Physicians and the exceptions noted below as well as emergency services. You will have access to the care you need through the ElderONE team or by arrangements ElderONE has made with a variety of providers (please refer to the Provider Network Directory at the end of this agreement). **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 Service

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 Care 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 Care Team.

III. Advantages of Enrolling in ElderONE

This plan was designed and developed specifically to maintain independence among frail elders by offering comprehensive, coordinated 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 program include:

- Dedicated, qualified geriatric health professionals who get to know you personally
- A comprehensive array of benefits including complete long-term care coverage
- Staff available 24 hours per day to assist you in accessing care or answer questions
- Support for family and caregivers
- Individualized care plans based on your medical and supportive needs
- 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 possible

IV. Benefits and Coverage

ElderONE offers all Medicare and Medicaid covered services.

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

ElderONE PACE Center Services

- Interdisciplinary assessment and treatment planning
- Primary medical care, including physician and nursing services
- Social services
- Restorative therapies, including physical and occupational services
- Personal care and supportive services
- Nutritional counseling
- Recreational therapy
- Meals

Outpatient Health Services

- 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-rays, 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: wheelchairs, walking aids, 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 and lenses
- Dental, including routine treatment and acute treatment (e.g., pain)
- Audiology, including examinations, treatment, and assistive devices such as hearing aids
- Medications (prescription and over the counter) as ordered by a network physician and obtained through a network pharmacy
- Transportation to ElderONE PACE Center and medical appointments
- Women's health-related services (including pap smears and mammograms)
- Medical specialty services, as needed (to include but not limited to: anesthesiology, cardiology, dermatology, oncology, ophthalmology, 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, occupational, and respiratory therapies
- Medical social services (social work)
- Home health aide services
- Homemaker/Housekeeper services
- Nutrition
- 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

Hospital Inpatient Care means diagnostic or treatment services provided in a hospital to an ElderONE Participant admitted to that hospital. This includes:

- 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
- Emergency room care and treatment room services
- Prescribed drugs, medicines, and biologicals
- 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
- Ambulance

Inpatient Hospital Care does not include private room and private duty nursing (unless medically necessary) or non-medical items primarily for your personal convenience (such as telephone, radio, or television rental) unless the ElderONE Care Team determines it necessary to meet a participant's medical, physical, emotional, or social need.

Nursing Home Care (Long-Term or Short-Term)

Our goal is to provide services that enable you to remain in the community. However, there may be times when the interdisciplinary care team, in consultation with you and your family, will determine that short or long term placement in a nursing home facility is the most appropriate plan of care for your situation. If this occurs, it will be because your health and/or social situation is such that community living is not appropriate at that time. This placement will be carefully supervised by the ElderONE team and your participation in the program will continue.

Nursing Home Services

Nursing home services may include, but are not limited to:

- Semi-private room and board
- Physician and skilled nursing services
- Custodial care
- Personal care and assistance
- Prescription drugs and medications
- Physical, occupational, recreational, and speech therapy
- Medical social services
- Medical supplies and appliances

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 toward 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.

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' Transition Specialists and Peers will 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 support 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. You can also visit MFP/Open Doors on the web at www.health.ny.gov/mfp or 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 at ElderONE.org or 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, and legal and financial groups. Your interdisciplinary care team can help you identify if you may benefit from these resources, or other services determined necessary by your interdisciplinary care team, and will help facilitate your access to them.

Exclusions and Limitations

ElderONE **does not cover** any service, including prescription and over-the-counter medications, that is not authorized by the interdisciplinary care team unless it is an emergency service.

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

- 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.
- Experimental medical, surgical, or other health procedures.
- Services furnished outside of the United States, except in certain limited emergency circumstances with hospital, ambulance and physician.

Emergency Services and Urgent 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 PERMANENT RELOCATIONS OR LENGTHY ABSENCE OUT OF THE SERVICE AREA. ABSENCE FROM THE SERVICE AREA 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 reasonable 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
Unity Hospital
Newark-Wayne Community Hospital
Clifton Springs Hospital & Clinic

When calling 911, please answer questions and follow instructions carefully.

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.

Urgent Care/Post Stabilization Care

Urgent care means the care provided to you when: 1) out of the ElderONE service area, 2) 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. Urgent care may be required due to an unforeseen illness, injury, or condition. Fevers, abdominal pain, nausea and vomiting, and difficulty urinating are examples of Urgent Care situations.

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 one 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 Limitations for details).

Travel Outside the ElderONE Service Area

Before you leave the service area to go out of town, you must notify your ElderONE care team. 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

Enrolling in ElderONE is voluntary.

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 will contact you to explain our program, answer any questions you may have about the 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:** The New York State Conflict-Free Evaluation and Enrollment Center (CFEEC) is a program that determines a participant’s eligibility for Medicaid community-based long term care, run by Maximus. Using the Uniform Assessment System for New York (UAS-NY), CFEEC will assign a registered nurse 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. The evaluation does not include a medical exam.
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, visit the PACE Day Center, and 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, prior to signing the Enrollment Agreement, you will have an opportunity to discuss:

- the plan of care recommended by the interdisciplinary care team
- specifics about the ElderONE PACE Center where you will receive most of your care
- 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 and the importance of ongoing involvement in keeping you safe in the community
- what to do if you are not satisfied with the care you receive at ElderONE (see Participant Grievance and Appeal Process section)
- the contents of the Enrollment Agreement
- a list of providers that contract with ElderONE to provide specific services and explanation of how access is provided to these services
- a list of ElderONE staff with whom you will have frequent contact, including an overview of how the interdisciplinary care team works.

****A Medicare participant may not enroll or disenroll in ElderONE 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 Acknowledgement.

Upon signing, you will receive:

- a copy of your signed Enrollment Agreement Acknowledgement
- 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 enrolls you in the ElderONE program on the specified 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.

VI. Termination of Benefits or Disenrollment

Your benefits under ElderONE can be stopped if you choose to disenroll from ElderONE voluntarily or if you no longer meet the conditions of enrollment and are involuntarily disenrolled. Both types of termination require notification by either party.

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 your ElderONE 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. ElderONE will assist you with returning to the traditional service system or HMO on the termination date of your ElderONE benefits and will make medical records available in a timely manner. 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 day 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 through written notification, which is called an “involuntary disenrollment,” under any of the following conditions:

- You fail to pay or to make satisfactory arrangements to pay any amount you owe to ElderONE after a 30-day grace period;
- 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;

- You or a caregiver is engaging 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;
- 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 knowingly fail to complete and submit any necessary consent or release;
- You provide false information or otherwise engage in fraudulent conduct;
- You are homeless, or in a shelter and ElderONE is unable to provide services.

ElderONE will make every effort to work with you to resolve any issues that potentially could lead to involuntary disenrollment.

You are required to continue to use ElderONE's services 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 first of a month.

Renewal Provisions

If you choose to leave ElderONE (“voluntary disenrollment”), you may be re-enrolled, one time. To be re-enrolled, you must reapply, meet the eligibility requirements, and complete the assessment process.

If your disenrollment is pending because you fail to pay the monthly payment, you can be reinstated with no break in coverage simply by paying the payment before the effective date of disenrollment.

VII. Participant Grievance and Appeal Process

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 your 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 Process

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.

Filing of Grievances

Participants may report a grievance to any member of the ElderONE staff. You will need to provide complete information of your grievance so the appropriate staff can resolve your grievance in a timely and efficient manner. You may designate a representative to file a grievance on your behalf.

When filing a grievance, please include the following:

- Date grievance is made
- Your name
- Address and phone number
- Nature of grievance

If you wish to submit your grievance in writing, please send your written grievance to:

ElderONE Quality Department

490 E Ridge Rd
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.

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.

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.

Review of Grievances

The staff member who receives your grievance will provide you with documentation, along with your next steps. An investigation will be coordinated on your behalf. Grievances will be reviewed by personnel who are not involved in the incident in question.

ElderONE will review the grievance and provide a written response to your grievance within 15 days of receipt. The ElderONE response will include a description of the grievance investigation findings and the decision rendered by ElderONE, which includes the action being taken toward resolution.

When you or your representative express satisfaction, the grievance is considered resolved. A written synopsis of the resolution is then forwarded to you.

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 or write to:

MLTC Technical Assistance Center New York State Department of Health

1 Commerce Plaza
Office of Health Insurance Programs
Albany, NY 12210

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

Online: icannys.org

Appeal Process

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

You have the right to appeal any decision about our failure to approve, furnish, arrange for or continue what you believe are covered services or to pay for services that you believe we are required to pay.

This process will be reviewed with you upon enrollment, annually thereafter and whenever the team denies a request for services or payment or when the appeal is filed.

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.

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

How to File an Appeal

You can discuss your wish to appeal with a staff member or contracted provider of your choice. Give complete information so appropriate staff can initiate the appeal process in a timely manner. You may designate a representative to file an appeal on your behalf.

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:

ElderONE Quality Department

490 E Ridge Rd
Rochester, New York 14621
Telephone: 585.922.2800

ElderONE may not terminate or reduce disputed services while an appeal is pending if you request that these services be continued, with the understanding that you may be held liable for the cost of those 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.

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 an impartial third party member or committee of the governing authority of ElderONE. A decision about an appeal will be made by qualified, licensed, certified, or registered health professionals who were not involved in the original action and that do not have a stake in the outcome of the appeal.

Responding to an Appeal

A decision about an appeal will be made within 30 days of receipt of the appeal.

ElderONE will send you or your designated representative a copy of the report describing the resolution and provide information regarding State and Federal appeal options.

Expedited Appeal Process

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.

External Appeal Options - State and Federal

External Appeals may only be requested after you have exhausted ElderONE's appeal process.

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.

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.

VIII. 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. 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 South
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.

IX. Your Rights and Responsibilities (Participant Bill of Rights)

At ElderONE, we are dedicated to providing you with quality health care services so you may remain as independent as possible. Our staff seeks to affirm the dignity and worth of each participant by assuring the following rights:

Respect and Non-Discrimination

You have the right to be treated with dignity and respect at all times. To have all of your care kept private, and to get compassionate, considerate care.

You have the right to:

- Be treated with dignity and respect, and be afforded privacy, confidentiality and humane care.
- Participate in the development/implementation of your care plan.
- Receive care from professionally trained staff.
- Know the names and responsibilities of the people providing your care.
- Know that decisions regarding your care will be made in an ethical manner.
- Receive comprehensive health care provided in a safe and clean environment and in an accessible manner.
- 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.
- 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.
- 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.
- Receive reasonable access to a telephone at the ElderONE PACE Center.
- Not be required to perform any work or services for ElderONE.
- 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.

Information Disclosure

You have the right to get accurate, easy-to-understand information and have someone help you make informed health care decisions.

You have the right to:

- Be fully informed, in writing, of your rights and responsibilities and all rules and regulations governing participation in ElderONE.
- Be fully informed, in writing, of the services available through ElderONE 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.
- Have the Enrollment Agreement, Enrollment Agreement Acknowledgement, all treatment and treatment options fully discussed and explained to you in a manner you understand.
- Have an interpreter or a bilingual provider available to you if your primary language is not English.
- 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.

Confidentiality

You have the right to talk with health care providers in private and have your personal health care information kept private as protected under state and federal laws.

You have the right to:

- Speak with health care providers in private and have your personal health care information kept private as protected under state and federal laws.
- Provide 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.
- Review and copy your own medical records and request amendments to those records.
- 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.

If you have any questions about privacy rules, please call the Office for Civil Rights toll-free at 1.800.368.1019. TTY users can call 1.800.537.7697.

Choosing Your Provider

You have the right to:

- Choose your primary care physician and specialists from within the ElderONE network.
- Request that a qualified specialist for women's health services furnish routine or preventive women's health services.

Emergency Care

You have the right to:

- 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.

Treatment Decisions

You have the right to:

- Participate in the development and implementation of your plan of care. If you cannot fully participate in your treatment decision, you may designate a health spokesperson to act on your behalf.
- 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.
- 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.
- Be fully informed by the interdisciplinary team of your health and functional status. Be informed of all treatments and rehabilitative services 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.
- Refuse treatment or medications and be informed of how this may affect your health.
- Receive necessary care across all care settings, up to and including placement in long term care facility when the PO can no longer maintain the participant safely in the community through the support of PACE services.
- Have reasonable and timely access to specialists as indicated by the participant's health condition and consistent with current clinical practice guidelines
- Request reassessment by the ElderONE interdisciplinary team.
- Appeal any decision affecting your plan of care if you cannot come to agreement with the interdisciplinary team.
- 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.
- 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.

- 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.

Exercising Your Rights

You have the right to:

- Exercise your civil, legal and participants rights, including the ElderONE grievance process, Medicare and Medicaid complaint and appeals processes and to receive a full explanation of the complaint process.
- Be encouraged and helped to voice your complaints and recommend changes in policies and services to our staff and to outside representatives of your choice. There will be no restraint, interference, coercion, discrimination or reprisal by our staff if you do so.
- Appeal any treatment decision made by ElderONE or our contractors.
- Disenroll from the ElderONE program at any time.
- Contact New York State at 1.866.712.7197 and identify the concern as a Managed Long Term Care concern.
- To contact 1.800.MEDICARE for information or to make a complaint
- 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 pharmacists), and help you file grievances or appeals.

Call: 1.844.614.8800

TTY Relay Service 711

Email: ican@cssny.org

Online: www.icannys.org

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

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.

X. 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 Rd 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 Ave, 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.

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

মনোযোগ দিন : যদি আপনি বাংলা ভাষায় কথা বলেন, ভাষার সহায়তার পরিষেবালি বিনামূল্যে আপনার কাছে উপলব্ধ। অনুহ 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 מיטגלידער פאן עלדער וואן (ElderONE) אן זיי וועלן אייך העלפן.

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۔ براہ کرم مدد اگر آپ توجہ

”ٹیم ممبر سے رابطہ کریں۔ کے کس ElderONE 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。

ElderONE Enrollment Agreement

Name: _____ Date of Birth: _____

Address: _____

Sex: _____ F _____ M Phone Number: _____

Medicaid Number: _____

Medicare Number: _____ Part A _____ Part B _____

Name of Primary Caregiver: _____

Relationship to Patient: _____

Address: _____

Phone Number: (Day) _____ (Night): _____

Additional Health Insurance Coverage Information: _____

I have received, read, and understand the ElderONE Enrollment Agreement and have been given the opportunity to ask questions. All my questions have been answered to my satisfaction. I agree to participate in ElderONE according to the terms and conditions of this Agreement. As a participant, I agree to receive all covered health services and health-related services from ElderONE and their network of providers.

I have read and understand the conditions for enrollment and disenrollment as explained to me and family members, as applicable and as described in the Enrollment Agreement.

I understand that as an enrollee of ElderONE, I will receive all of my Medicare and Medicaid benefits (as applicable) through ElderONE.

I have been informed of my rights and responsibilities as stated in the Enrollment Agreement, including my right to appoint a Health Care Proxy and to document any Advanced Directives regarding my health care. I understand that ElderONE staff will assist me in this area if I need help.

I will allow ElderONE to assist with my Medicaid certification and recertification, if applicable. I authorize the disclosure and exchange of information between the Centers for Medicare and Medicaid Services ("CMS"), its agents, the state Medicaid agency and providers.

I understand and accept my financial responsibility as outlined in the Enrollment Agreement:

1. I am Medicare and Medicaid eligible and I understand that my estimated cost share is _____.
2. I am on Medicare but not eligible for Medicaid and understand that my monthly cost is _____.
3. I am not eligible for either Medicare or Medicaid and understand that my monthly cost is _____.

Important Notice: The benefits under this Agreement are made possible through a special agreement that ElderONE has with Medicare (CMS) and Medicaid (the New York State Department of Health); such Agreement is subject to renewal on a periodic basis and, if the Agreement is not renewed, this program will be terminated.

When you sign this agreement, you are agreeing to accept benefits provided and/or approved by ElderONE in place of the usual Medicare and Medicaid fee-for-service benefits. Enrollment in this program results in disenrollment from any other Medicare or Medicaid prepayment plan or optional benefit. Electing enrollment in any other Medicare or Medicaid prepayment plan or optional benefit, including the hospice benefit, after enrolling in this program is considered a voluntary disenrollment from PACE. If you have a union/employer group health plan, enrollment into ElderONE may result in disenrollment from your employer group health plan.

Please examine this Enrollment Agreement carefully. If you are not interested in enrolling in our program, you may return the Agreement to us without signing.

By signing this Agreement I acknowledge and understand the requirement that ElderONE must be my sole service provider.

I understand that my enrollment in ElderONE will begin on _____

Print Participant's Name _____

Signature of Participant _____

Date _____

Print Designated Representative's Name _____

Signature of Designated Representative _____

Date _____

ElderONE has assessed the above participant and has agreed to enroll him/her in the ElderONE program effective as of _____

Date _____

Print ElderONE Staff Member Name _____

Signature of ElderONE Staff Member _____

Date _____

ROCHESTER
REGIONAL **HEALTH**