



CenterLight Teamcare
A Program of All-Inclusive Care for the Elderly

Enrollment Agreement



A MEDICARE AND MEDICAID PACE PROGRAM

A Program of All-Inclusive Care for Adults 55+
by CenterLight Healthcare

Care as unique as you are.™

To follow up on the status of your application or for additional information, please call Teamcare Participant Services, Monday-Friday, 8AM to 8PM, at

1-833-CL-CARES
(1-833-252-2737)

TTY 711

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PART A: INTRODUCTION

I. Welcome to CenterLight Teamcare

CenterLight Teamcare, a program of CenterLight Healthcare, welcomes you as a potential participant in our program and urges you to review this booklet carefully. Feel free to ask any questions you may have. We will be happy to answer them for you.

Please keep this booklet. If you are eligible and enroll in CenterLight Teamcare, it becomes your Enrollment Agreement. This booklet is available in English, Spanish, Chinese, Russian and Korean, as well as in an alternative format for the visually impaired.

CenterLight Teamcare is a better alternative to nursing home care for many people who are elderly and have physical disabilities.

Enrollment in CenterLight Teamcare is completely voluntary. CenterLight Teamcare is designed to help you live more independently by offering a wide range of medical and health-related services, all designed to keep you living in the community and preferably in your own home, as long as is appropriate.

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

You will be assigned a team of skilled, caring professionals who provide ongoing monitoring, care, follow-up and coordination.

Our Centers provide you with access to a vast array of services, from primary medical and nursing care to rehabilitation services and therapeutic recreation.

CenterLight Teamcare is a subsidiary of the CenterLight Health System, which, since 1920, has provided long-term care for the disabled and chronically ill. To enroll in the program, you must meet the criteria described in Section III of this Enrollment Agreement.

If you enroll in CenterLight Teamcare, you can speak with a health professional 24 hours a day, seven days a week, 365 days a year. CenterLight Teamcare professionals monitor changes in your health status, provide care and encourage self-help.

Through CenterLight Teamcare, you can receive, as medically necessary, services such as day care; medical, nursing, social work and nutrition services; physical, occupational, and speech therapy; hospital and skilled nursing care; medical specialty services such as audiology, dentistry, optometry, podiatry, and psychiatry.

CenterLight Teamcare may also, for medically necessary reasons, help participants modify their home environments, and mobilize assistance from family, friends, and neighbors.

See Section IV to learn about the advantages of enrolling in CenterLight Teamcare. See Section VII for a complete listing of services.

Some of the terms used in this booklet may not be familiar to you. Please refer to Section XV for definitions of the terms used.

Please feel free to call CenterLight Teamcare toll free, Monday-Friday, 8AM to 8PM, should you have any questions. Our toll-free number is: 1-833-CL-CARES (1-833-252-2737). TTY users should call 711.

II. Special Features of CenterLight Teamcare

CenterLight Teamcare is a special program authorized by New York State as a managed long term care plan and by the federal Centers for Medicare & Medicaid Services (CMS) as a Program of All-inclusive Care for the Elderly (PACE).

CenterLight Teamcare is a community-based program providing health and health-related care on a prepaid basis to persons 55 years of age or older who live in the Bronx, Brooklyn, Manhattan, Queens, Staten Island, Westchester, Nassau and part of Suffolk counties, and who are eligible for nursing home level of care.

Through agreements with Contracted Providers, CenterLight Teamcare will provide you with our broad range of covered services.

There are several special features of our program:

A. Interdisciplinary Team

Your care is planned and provided by a Team of qualified professionals whom you will get to know. Your Team includes a physician, a registered nurse, a social worker, rehabilitation and recreation therapists and others.

The Team's expertise is used to assess your health and health-related care needs. Together with you and your family, they create a plan of care designed just for you.

B. Authorization of Care

Your team will work to help enhance your health and independence. Your Team will authorize a service as necessary and reassess your needs on a regular basis. Any changes in your care plan must be reviewed and approved by the Team. We encourage you to call your Team if you have any questions regarding your case.

C. Physicians and Providers

The categories of health professionals who may provide care to you include primary care physician, registered nurse, social worker, rehabilitation and recreation therapists, home care aide, physician specialist (i.e., cardiologist, surgeon, psychiatrist, etc.), dentist, nutritionist, podiatrist and others.

Your primary physician practices either at the Center or in his or her own office. CenterLight Teamcare has both staff and contract primary care physicians in order to better meet your needs and maximize your choice of providers. We also have contracts with physician specialists, with pharmacy, laboratory and x-ray services, and with hospitals and nursing homes.

Once you have enrolled in CenterLight Teamcare, you agree to receive Covered Services, including primary care and specialist physician services (other than emergency services), exclusively through CenterLight Teamcare. CenterLight Teamcare guarantees access to all Covered Services, although the availability of specific providers may vary. For a listing of CenterLight Teamcare contract providers, please refer to CenterLight Teamcare's Listing of Network Providers, posted on CenterLight Teamcare's website, www.CenterLightTeamcare.org.

D. Care Tailored to Your Situation

We have flexibility in providing Covered Services according to your needs. We make services available in a variety of settings - in your home, in our Centers, in hospitals and nursing facilities.

Because CenterLight Teamcare provides a broad service package and pays for Covered Services, we seek efficient and effective delivery of health and health-related services. Therefore, there will be no reimbursement from CenterLight Teamcare or from Medicare and Medicaid for services not pre-approved by CenterLight Teamcare, except in certain emergency situations as described in Section IX.

III. Eligibility

A. Eligibility Criteria

- You are at least 55 years of age;
- You are a resident of the Bronx, Brooklyn, Manhattan, Queens, Staten Island, Westchester, Nassau or Suffolk counties;
- You are assessed by our Interdisciplinary Team ("IDT") and determined by the State Administering Agency to be eligible for nursing home level of care. The level of care you need is determined by the NY state required assessment tool; and
- You are determined to be capable, at the time of enrollment, of safely residing in your home and community.

B. Conditions of Enrollment

- You are eligible for Medicare and/or Medicaid, or agree to pay the private amounts set forth in Section X;
- You need the long term care services of the program for more than 120 days from the date of enrollment;
- You are not enrolled in a facility or any Home and Community-based Services waiver program (if otherwise eligible, you must be discharged from the facility or disenrolled from the Home and Community-based Services waiver program before being accepted in CenterLight Teamcare);
- You agree to use a CenterLight Teamcare physician (your current physician may agree by contract to become a CenterLight Teamcare physician), and
- You sign an Authorization for Release of Medical Information.

If you do not meet the Eligibility Criteria and Conditions of Enrollment listed above, you are not eligible for enrollment in CenterLight Teamcare.

In addition to meeting these criteria and conditions, you must also sign this Enrollment Agreement and agree to abide by the terms and conditions of CenterLight Teamcare, as explained in this Enrollment Agreement.

Your eligibility to enroll is verified by the Conflict-Free Evaluation and Enrollment Center (CFEEC), and the denial of your enrollment requires the concurrence of the CFEEC. Medicaid recipients who receive a denial of enrollment will also receive a notice of fair hearing from the CFEEC. Medicare only or private pay individuals may complain to the New York State Department of Health regarding enrollment denials.

IV. Advantages of Enrolling in CenterLight Teamcare

CenterLight Teamcare is devoted to helping you improve your ability to live independently by offering a wide range of coordinated services. Upon enrollment, you are assigned a registered nurse, who, with the rest of your team, is responsible for coordinating and implementing your care plan.

A. Team Care

The Interdisciplinary Team develops a personalized health care plan, integrating program resources in order to identify, evaluate and help you manage the many physical, emotional and social factors which affect your well being.

The Team includes at least the following:

- Primary care provider
- Registered nurse
- Social worker
- Physical, occupational and recreation therapists
- Dietitian or nutritionist

B. Ongoing Monitoring

Your Team monitors your health. As your needs change, your care plan changes to respond to those needs.

PART B: ENROLLMENT AGREEMENT

V. Enrollment and Effective Dates of Coverage

Enrolling in CenterLight Teamcare is a three step process:

- Intake and Assessment;
- Determination of medical and financial eligibility; and
- Enrollment

A. Intake and Assessment

If you are new to Managed Long Term Care, we will refer you to the Conflict-Free Evaluation and Enrollment Center (CFEEC), phone number 1-855-222-8350. Maximus (New York Medicaid Choice), in cooperation with CFEEC, will then conduct an evaluation using a tool called the Uniform Assessment System (UAS) to determine your eligibility for community-based long term care. Individuals who are deemed eligible for enrollment will receive education from CFEEC regarding plans in the area. If you are interested in enrolling into CenterLight, we advise you to inform CFEEC of your preference.

The CenterLight Teamcare Intake process usually begins when we receive an inquiry from you or from someone on your behalf. If you are 55 years of age or older, live in CenterLight Teamcare's service area and have Medicaid and/or Medicare, or are willing to pay privately, we will schedule an initial visit to your home.

Generally, either a nurse or social worker will visit you, explain our program, obtain further information about you and begin our assessment process. You will be asked to sign a release allowing us to obtain your past medical records so that we can assess your health conditions. During this visit, you will learn:

- How CenterLight Teamcare works, the kinds of services we offer and the answers to any questions you may have about us;
- That if you enroll, services will be covered only when received through CenterLight Teamcare (except for Emergency Services); and
- What your monthly payments, if any, will be (see Section X).

We will also set up an appointment for you and your family to visit CenterLight Teamcare's PACE Center, so that you can learn about the program and if possible, meet the Interdisciplinary Team members.

Please feel free to ask any questions and express any concerns that you or your family may have about the program. When developing your care plan, the Team members will collaborate with you and will take your concerns into consideration.

After the assessment has been completed, the Team will meet to determine if you can enroll in our program. They will also recommend your individual plan of care.

CenterLight Teamcare will discuss with you and your family the recommended plan of care, review the program requirements, and review this Enrollment Agreement and the Provider Network. If you are eligible, and if you find our program satisfactory, you will be invited to enroll in CenterLight Teamcare.

B. Determination of Eligibility

Please note that the NY Medicaid Choice (Maximus) reviews and determines your medical eligibility for CenterLight Teamcare and confirms your eligibility for Medicaid, if applicable. Also note that enrollment in CenterLight Teamcare results in disenrollment from any other Medicaid and Medicare health plan.

C. Enrollment

Before you, or your designated representative, sign this Enrollment Agreement, a meeting will be scheduled for you and your family to further review and discuss:

- The plan of care recommended for you by the Interdisciplinary Team, which incorporates plans for family and caregiver involvement;
- Your monthly payments, if any;
- The exclusive features of CenterLight Teamcare;
- What to do if you become unhappy with the care you receive at CenterLight Teamcare (see Sections VI and XI); and
- **That when you are enrolled in CenterLight Teamcare, all of your medical services must be authorized or coordinated through CenterLight Teamcare (Exception: approval is not required for emergency services – see Section IX). CenterLight Teamcare, Medicare, and Medicaid will not pay for any care not received through CenterLight Teamcare.**
- If you become eligible for Medicare after enrolling in our PACE program, you must obtain all Medicare benefits (parts A and/or B, and part D) from CenterLight Teamcare.

If you decide to join CenterLight Teamcare, you or your designated representative will then sign this Enrollment Agreement and receive:

- A copy of this Enrollment Agreement,
- CenterLight Teamcare membership card, and
- An instruction sheet with emergency telephone numbers to put by your telephone telling you what to do in case of an emergency.

D. Effective Dates of Enrollment

Your enrollment becomes effective on the first day of the month after CFEEC approves your eligibility for CenterLight Teamcare. This is usually within two to six weeks from the date of signing the Enrollment Agreement.

The projected effective date will be listed on the last page of the Enrollment Agreement at the time of signing. After the effective date, this Enrollment Agreement remains in effect until the effective date of disenrollment (see Section VI).

VI. Termination of Coverage

Your coverage under CenterLight Teamcare stops if you choose to disenroll from the program voluntarily or if you no longer meet the conditions of enrollment and are involuntarily disenrolled.

Until your disenrollment becomes effective, this Enrollment Agreement will remain in effect and you must continue to use CenterLight Teamcare services and make your monthly payments, if any.

A. Voluntary Disenrollment

You may initiate disenrollment from CenterLight Teamcare at any time. If you wish to voluntarily disenroll, you should discuss this with your nurse or social worker.

You will be asked to sign a Disenrollment Form which will indicate that you will no longer be entitled to services through CenterLight Teamcare as of the effective date of your disenrollment. You may not enroll or disenroll from CenterLight Teamcare at a Social Security Office.

The effective date of your disenrollment will be as of the first day of the month following the date CenterLight Teamcare receives your notice of voluntary disenrollment.

If you choose to enroll in another Medicare or Medicaid prepayment Plan, Medicare Prescription Drug Plan or optional benefit, including the Hospice benefit, you will be disenrolled from CenterLight Teamcare, including your Part D prescription plan and that disenrollment will be processed by NY Medicaid Choice (Maximus).

B. Involuntary Disenrollment

CenterLight Teamcare may disenroll you by giving you reasonable advance written notice, if CenterLight Teamcare determines:

- You are out of CenterLight Teamcare's service area for more than 30 consecutive days and did not obtain CenterLight Teamcare's agreement to a longer absence due to extenuating circumstances, or
- You fail to pay or fail to make satisfactory arrangements to pay any amount due to CenterLight Teamcare after a 30 day grace period (see Section X), or
- You fail to pay or make satisfactory arrangements to pay any applicable Medicaid spenddown liability or any amount due under Medicaid, or
- You, your family or others in your immediate environment, engage in behavior which jeopardizes your health or safety, or the safety of others, or
- Your caregiver's disruptive or threatening behavior jeopardizes your health or safety, or the safety of others, or
- You have decision making capacity and consciously and consistently do not comply with your individual plan of care or the terms of this Enrollment Agreement, or
- CenterLight Teamcare loses the contracts and/or authorizations enabling it to offer Covered Services, including the non-renewal or termination of CenterLight Teamcare's program agreement with CMS and New York State Department of Health or CenterLight Teamcare ceases operation, or
- On your annual reassessment, you no longer meet the Medicaid nursing facility level of care requirement for the State of New York and would not, without continued coverage under this program, require nursing home level of care within 6 months.

Your disenrollment date will be as specified on the written notification.

You may not be involuntarily disenrolled unless the NY Medicaid Choice (Maximus) concurs. If you are a Medicaid recipient, you have the right to a fair hearing process as described in Section XI. If you only have Medicare, you may appeal to the CMS designated review agency.

If you exercise this right, you may choose to receive continuing care from CenterLight Teamcare, however, you may have to pay for your care if the decision is not in your favor.

CenterLight Teamcare will work with the state and the federal agencies to facilitate your reinstatement in other Medicaid and Medicare programs after your disenrollment from CenterLight Teamcare, and will make referrals and ensure that your medical records are made available timely to other providers.

The effective date of involuntary disenrollment is the first day of the next month that begins 30 days after the day you receive disenrollment notice from CenterLight Teamcare.

VII. Service Package

The services provided or arranged by CenterLight Teamcare are fully covered when approved by the Interdisciplinary Team. The Team will determine and make the arrangements to provide the care and services that you need.

Most primary services are provided at the CenterLight Teamcare Center and in your home. Specialty care services are provided by contracted specialists and health care facilities.

Please refer to CenterLight Teamcare's Listing of Network Providers, which is included as an insert in your enrollment package. Services you may receive through CenterLight Teamcare include the following (for Exclusions and Limitations which may apply to each of the following services, please see Section VIII).

A. Outpatient Health Services

- Primary medical and specialist care, including consultation, routine care, and periodic physical examinations
- Nursing care
- Medical social services
- Physical, occupational, speech and respiratory therapies
- Nutrition counseling and education
- Laboratory tests, x-rays and other diagnostic procedures
- Drugs, biological and medical supplies
- Prosthetics, orthotics, and durable medical equipment
- Podiatry, including routine foot care
- Vision care/optometry services, including period examinations, treatment and corrective devices, such as eyeglasses
- Psychiatry and psychology, including evaluation, consultation, diagnostic and treatment services
- Audiology, including evaluation, hearing aids and repairs
- Dental care
- Alcohol and substance abuse services
- PACE Center services, including recreational therapy, meals, transportation to and from the Center, personal care and supportive services

B. Inpatient Hospital Services

There are hospital inpatient diagnostic or treatment services provided to a CenterLight Teamcare participant admitted to that hospital by the CenterLight Teamcare primary care physician, and include;

- Semi-private room and board
- General medical and nursing services
- Medical, surgical, intensive care and coronary care unit services
- Laboratory tests, x-rays and other diagnostic procedures
- Drugs and biologicals
- Blood and blood derivatives
- Surgical care, including the use of anesthesia
- Use of oxygen
- Physical, speech, occupational and respiratory therapies
- Medical social services and discharge planning
- Ambulance and emergency room services
- Alcohol, substance abuse and psychiatric services

Inpatient hospital services do not include: private room, private duty nursing or non-medical items primarily for your personal convenience (such as telephone, radio or television rental), unless your interdisciplinary team determines the service is medically necessary.

C. Inpatient Nursing Facilities

- Semi-private room and board
- Physician and nursing services
- Custodial care, personal care and assistance
- Drugs and biological
- Physical, speech, occupational and respiratory therapies
- Medical social services
- Medical supplies and appliances

Inpatient nursing home services do not include: private room, private duty nursing or non-medical items primarily for your personal convenience (such as telephone, radio or television rental), unless your interdisciplinary team determines the service is medically necessary.

D. Home Health Care

- Nursing services
- Physical, speech, occupational and respiratory therapies
- Medical social services
- Personal care and home health aide services
- Nutritional services and home-delivered meals as prescribed by the Team
- Physician visits
- Temporary relief for caregivers (respite)

- Consumer Directed Personal Assistance Services (CDPAS)

E. Other Health-Related Services

- Health-related transportation and escort to health appointments
- Health-related translation services and services for speech impairments
- Personal emergency response systems
- Health-related moving assistance and minor home modification for medical reasons
- Palliative and end-of-life care including medication management, nutritional care, family counseling and quality of life determination
- Other services determined necessary by the Team to improve and maintain your overall health status

VIII. Exclusions and Limitations

CenterLight Teamcare will not provide or pay for the services included in the following list of exclusions and/or limitations:

- Any service not authorized by the Team, unless it is an Emergency service or Urgently Needed out-of-area service. You will be fully and personally liable for the costs of unauthorized services.
- Surgery primarily for cosmetic purposes, unless medically necessary for improved functioning of a malformed part of your body resulting from an accidental injury or for reconstruction following mastectomy.
- Experimental medical, surgical, or other health procedures unless authorized by CenterLight Teamcare.
- Any services rendered outside of the United States territories.
- Non-medical items for personal convenience, such as telephone charges and radio or television rental.
- Private room or private duty nursing while in a hospital or nursing home, unless medically necessary.
- Prescription and over-the-counter drugs not prescribed by the PACE physician.

IX. Emergency Services and Urgently Needed Care

CenterLight Teamcare provides access to care 24 hours a day, 7 days a week, 365 days a year.

Emergency means a medical condition evidenced by acute symptoms of sufficient severity such that prudent layperson, with an average knowledge of health and medicine, could reasonably expect that without immediate medical attention, the condition will result in serious jeopardy to your health, serious impairment to your bodily functions, or serious dysfunction of any of your bodily organs or parts. Shock, unconsciousness, difficulty in breathing, severe bleeding, severe pain, or a fall may all be examples of emergencies.

If you need Emergency Services, please call 911.

Please answer questions and follow instructions carefully. 911 will determine if you have an emergency and take you to the nearest hospital emergency room. Please tell the authorities that you are a CenterLight Teamcare participant and present your CenterLight Teamcare card to the emergency room staff.

Please notify CenterLight Teamcare as soon as possible if you have used 911 emergency services.

When you call, CenterLight Teamcare will advise you what to do and make necessary arrangements for you to receive medically necessary care, including transportation to the hospital.

Urgently Needed Care means services that are medically necessary to prevent serious deterioration of your health while you are temporarily out of CenterLight Teamcare's service area, and if you believe your illness or injury is too severe to postpone treatment until you return to the service area, but that your life or functioning is not in severe jeopardy.

Post-Stabilization Care means services provided subsequent to an emergency that a treating physician views as medically necessary after an emergency medical condition has been stabilized. They are not emergency services. Rather, they are non-emergency services that require approval before they are provided outside of the service area.

If you need **Urgently Needed Care or Post-Stabilization Care** services following Emergency Services, you can call CenterLight Teamcare Monday-Friday at the 1-833-CL-CARES (1-833-252-2737), 8AM-8PM, for pre-approval. CenterLight Teamcare will answer your questions and respond to your requests for services.

If the CenterLight Teamcare on-call nurse manager cannot be contacted, or does not respond to your request within one hour after being contacted, then the Urgently Needed Care or Post-Stabilization Care will be covered by CenterLight Teamcare.

Emergency and Urgently Needed Care is covered by CenterLight Teamcare when you are out of CenterLight Teamcare's service area on a temporary basis, which means for no more than 30 days. If you are out of CenterLight Teamcare's service area for more than 30 consecutive days, you will be disenrolled.

Contacting CenterLight Teamcare

If you have received Emergency, Urgently Needed, or Post-Stabilization out-of-network care, **you must notify CenterLight Teamcare within 48 hours or as soon as is reasonably possible to do so.** You must provide information about the nature of your condition and the care you received.

If you are hospitalized, CenterLight Teamcare would like to transfer you when your condition permits, to a hospital in our network of providers, because involving the CenterLight Teamcare Interdisciplinary Team and using our network providers is the best way to coordinate your health care needs.

If you have paid for Emergency or Urgently Needed out-of-network care that you received, you should request a receipt from the facility or physician involved. This receipt must show: the physician and facility name, your health problems and diagnosis, date of treatment and release, and charges.

Please provide a copy of this receipt to your CenterLight Teamcare doctor or nurse for approval and reimbursement. You must alert your CenterLight Teamcare doctor or nurse to arrange and return to CenterLight Teamcare for follow-up care. You can also mail a copy of your receipt to:

CenterLight Teamcare Claims Department
1733 Eastchester Road
2nd Floor
Bronx, NY 10461

If you receive medical care outside of the United States territories, CenterLight Teamcare will not be responsible for those charges.

CenterLight Teamcare will also not be responsible for any charges for services which do not meet the definitions of Emergency or Urgently Needed Care.

X. Monthly Payments

Your payment responsibility to CenterLight Teamcare will depend on your eligibility for Medicaid and/or Medicare:

- If you are eligible for Medicaid and your monthly income exceeds the maximum allowed by Medicaid, you must pay to CenterLight Teamcare each month an amount determined by Medicaid, through the LDSS, called the "spenddown" amount.
- If you are eligible for Medicare, any premiums due to Medicare must continue to be paid to ensure continuous Medicare coverage.
- Those who are certified as having End Stage Renal Disease (ESRD) have different Medicare premiums, which are available upon request.

Eligible for:	Your Monthly Payments Are:
Medicaid and Medicare Parts A and/or B and Part D	The spenddown, if any, paid to CenterLight Teamcare and your Medicare Parts A and/or B premiums paid to Medicare.
Medicaid without Medicare coverage	The spenddown, if any, paid to CenterLight Teamcare.
Medicare Parts A and/or B and Part D	An amount equal to the appropriate Medicaid capitation rate, plus an additional premium for Medicare prescription drug coverage paid to CenterLight Teamcare, and your Medicare premiums for Parts A and/or B paid to Medicare.
Ineligible for Medicaid and Medicare	An amount equal to the appropriate Medicaid capitation rate, plus the Medicare Part A, Part B and Part D premiums, paid to CenterLight Teamcare.

Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in CenterLight Teamcare 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 your CenterLight Teamcare social worker for more information about whether either the spenddown or the prescription drug late enrollment penalty applies to you.

It should be noted that your monthly payments are subject to change. Your premiums may be affected by changes in the Medicaid and/or Medicare premiums. In addition, the spenddown, if any, may change with your Medicaid eligibility certification process, or admission into a Nursing Facility.

If you are required to make a monthly payment to CenterLight Teamcare, you must pay this amount by the first day of the month starting with the month of enrollment. Payment instructions:

Make check payable to: CenterLight Healthcare

Send the check to: CenterLight Healthcare Fiscal Services
 1733 Eastchester Road
 2nd Floor
 Bronx, NY 10461

If you do not make a required payment, CenterLight Teamcare has the right to initiate involuntary disenrollment and terminate this Enrollment Agreement for nonpayment as described in Section VI.

The notice of termination will allow you a 30 day grace period to make your past due payments, or to make satisfactory arrangements to pay, and notify you of CenterLight Teamcare's rights of collection.

XI. Participant Grievance and Appeal Process

All of us at CenterLight Teamcare want you to be satisfied with the care that you receive. We want to know your concerns, so we can make improvements and resolve any problems you may have as quickly as possible.

We encourage you to discuss your concerns first with your nurse or social worker, however, you may file a grievance or an appeal with any staff member at any time through the grievance and appeal process described in this section.

You have the right to designate a family member or representative to file grievances and appeals on your behalf. If you do not speak English or need other assistance, we will make every reasonable effort to assist you with the process.

A. CenterLight Teamcare's Grievance and Appeal Policy

CenterLight Teamcare assures you that we will not retaliate or take any discriminatory action against you because you filed a grievance or appealed a decision that we made. Grievances and appeals will be kept confidential.

B. Grievance Process

The grievance process will be reviewed with you upon enrollment, when you express dissatisfaction with CenterLight Teamcare, and on an annual basis. CenterLight Teamcare will continue to furnish all required services during the grievance process.

1. Filing a Grievance

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

An oral grievance may be filed at any time with any staff member or by calling CenterLight Teamcare Participant Services at 1-833-CL-CARES (1-833-252-2337), Monday-Friday, 8AM through 8PM. TTY users should call 711.

A written grievance may be filed at any time by either sending a letter or grievance form to:

CenterLight Teamcare Participant Services
136-65 37th Avenue
Flushing, NY 11354

Grievance forms are available on request. Just ask any staff member or call us at 1-833-CL-CARES (1-833-252-2337 (TTY users call 711)). CenterLight Teamcare staff will explain the grievance process to you and help you complete the form if needed.

2. Grievance Review

You will receive a written notice and an outline of the grievance process from us acknowledging receipt of either the oral or written grievance. The notice will:

- Acknowledge each grievance;
- Provide the name, address and telephone number of the person, or department, designated by CenterLight Teamcare to handle your grievance; and
- Notify you if we need additional information in order to decide the grievance.

If an immediate resolution of the grievance can be made, the resolution will be indicated in the grievance form.

When your grievance concerns a clinical matter, the reviewing staff shall include one or more health professionals.

3. Grievance Resolution

We will send you the written decision within 15 days of receiving your grievance or let you know if we need more time to decide.

C. Internal Appeal Process

An "appeal" is your action taken with respect to CenterLight Teamcare's non coverage of, or nonpayment for, a service, including denials, reductions, or termination of services. The appeals process will be reviewed with you upon enrollment, and thereafter on an annual basis, and whenever the Interdisciplinary Team denies a request for services or payment or reduces services. You may ask a member of your interdisciplinary team for assistance when filing an appeal.

You must file your appeal no later than 60 days from your receipt of CenterLight Teamcare's written decision. You can submit your appeal by using the appeal form provided, or by letter, to:

CenterLight Teamcare Participant Services
136-65 37th Avenue
Flushing, NY 11354

An oral appeal can also be made by calling CenterLight Teamcare at 1-833-CL-CARES (1-833-252-2737), Monday-Friday, 8AM through 8PM. TTY users should call 711. A CenterLight Teamcare staff member will complete the appeal form for your acknowledgement. If you believe that you have information that will help us to decide in your favor, you may present it person as well as in writing.

All appeals will be reviewed by an impartial qualified health care professional who was not involved in the original decision, and by the CenterLight Teamcare Appeals Panel. During the appeals process, CenterLight Teamcare will continue to provide all other required services.

At your request, CenterLight Teamcare will continue to provide the disputed service(s) while the appeal is pending, with the understanding that you may be liable for the cost of those services if the appeal is not resolved in your favor.

1. Expedited Appeal

Your appeal will be handled on an expedited basis if you indicated on your appeal that you believe your life, health or ability to regain or maintain maximum function could be seriously jeopardized without the disputed health service.

CenterLight Teamcare will respond within 72 hours of our receipt of your appeal, or within 14 days thereafter if you request an extension, or if CenterLight Teamcare can justify to the State the need for additional information and how the delay is in your best interest. You will have the opportunity to present evidence on your case, in person, as well as in writing.

2. Standard Appeal

All other appeals will be resolved as expeditiously as is required by the condition of your health, but no later than 30 days from our receipt of your appeal. You will have the opportunity to present additional evidence on your case, in person, as well as in writing.

If the appeal is resolved in your favor, CenterLight Teamcare will provide or pay for the disputed service immediately.

If your appeal is denied in whole or in part, a copy of the decision will be forwarded to the federal government and the New York State Department of Health. You will also be notified in writing of your additional appeal rights under Medicare and Medicaid.

CenterLight Teamcare will provide you with a written notice of the appeal decision and the reasons.

D. External Appeal Process

If you are not satisfied with the decision made on your internal appeal, you can pursue your external appeal rights under either Medicaid or Medicare.

The next level of appeal is an external process and involves a new and impartial review of your case through either the Medicare or Medicaid program. Your request to file an external appeal can be made either verbally or in writing. If you are enrolled in both Medicare and Medicaid, we will help you choose which appeal process to follow, as you may not use both processes. Just ask us if you are not sure which program you are enrolled in.

1. Medicaid Appeal Process

The Medicaid program conducts appeals through the New York State Fair Hearing process. Fair hearings are conducted by the New York State Office of Hearings and Appeals. If you are enrolled in Medicaid only, or in both Medicare and Medicaid and choose to appeal under Medicaid, we will inform you of your New York Fair Hearing rights and forward your appeal accordingly.

2. Medicare Appeal Process

If you are enrolled in Medicare only or in both Medicare and Medicaid, you may choose to appeal using Medicare's external appeal process. CenterLight Teamcare will send your appeal to CMS' Independent Review Entity.

3. Private Pay

If you are paying privately for CenterLight Teamcare services, you may make a complaint to the New York State Department of Health by calling 212-417-5888.

Note: For appeals under both Medicare and Medicaid, the appeal determination is binding and supersedes any other decisions regarding the matter under appeal.

XII. Participant Rights and Responsibilities

CENTERLIGHT TEAMCARE PARTICIPANT BILL OF RIGHTS AND RESPONSIBILITIES

A. Your Rights

1. You have the right to be treated with respect.

You have the right to be treated with dignity and respect at all times, to have your care kept private, and to get compassionate, considerate care from all CenterLight Teamcare staff and contractors at all times.

You have the right:

- To get your healthcare in a safe, clean environment in an accessible manner.
- To be free from harm. This includes physical or mental abuse, neglect, physical punishment, being placed by yourself against your will, excessive medication, and any physical or chemical restraint that is used on you for discipline or convenience of staff and that you do not need to treat your medical symptoms.
- To be encouraged to use your rights in CenterLight Teamcare.
- To get help, if you need it, to use the Medicare and Medicaid complaint and appeal processes, and your civil and other legal rights.
- To be encouraged and helped in talking to CenterLight Teamcare staff about changes in policy and services you think should be made.
- To use a telephone while at a PACE Center.
- To not have to do work or services for CenterLight Teamcare.

2. You have a right to protection against discrimination.

We may not discriminate against you because of your:

- Race
- Color
- National origin
- Religion
- Age
- Sex
- Sexual orientation
- Mental or physical ability
- Source of payment for your health care (for example, Medicare or Medicaid)
- Citizenship status
- Familial status
- Disability status
- Military/veteran status
- Genetic information
- Creed
- Alienage
- Pregnancy
- Gender identity and expression
- Status as a victim of domestic violence, sex offense or stalking
- Or other protected category

If you think you have been discriminated against for any of these reasons, contact a staff member at CenterLight Teamcare to help you resolve your problem.

If you have any questions, you can call the Office of Civil Rights at 1-800-368-1019. TTY users can call 1-800-537-7697.

3. You have a right to information and assistance.

You have the right:

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To get accurate, easy to understand information and to have someone help you make informed health decisions.
- To have CenterLight Teamcare interpret the information into your preferred language in a culturally, competent manner, if needed.
- To get marketing materials and this statement of your rights and responsibilities in English and in your principle language.
- To get a written copy of your rights from CenterLight Teamcare. CenterLight Teamcare must also post these rights in a visible, public place in the PACE Center.
- To be fully informed, in writing, of the services offered by CenterLight Teamcare. This includes telling you which services are provided by contractors instead of CenterLight Teamcare staff. You must be given this information before you join, at the time you join, when there is a change in services, and at any time your needs necessitate the disclosure and delivery of such information in order to allow you to make an informed choice.
- To look at, or get help to look at the results of the most recent review of CenterLight Teamcare. Federal and State agencies review PACE programs. You also have a right to review how CenterLight Teamcare plans to correct any problems that are found at inspection.

4. You have a right to a choice of providers.

You have the right to choose a health care provider within CenterLight Teamcare's network and to get quality health care. Women have the right to get services from a qualified women's health care specialist for routine or preventive women's health care services.

5. You have a right to access emergency services.

You have the right to get emergency services when and where you need them without CenterLight Teamcare's approval. A medical emergency is when you think your health is in serious danger.

6. You have the right to participate in treatment decisions.

You have the right to fully participate in decisions related to your healthcare. If you cannot fully participate in your treatment decisions or want someone you trust to help you, you have the right to choose that person to act on your behalf.

You have the right:

- To have treatment options explained to you in a culturally competent manner, to be fully informed of your health and functional status by the interdisciplinary team, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your health.
- To have CenterLight Teamcare help you create an advance directive, a written document that says how you want medical decisions to be made if you lose the ability to make decisions for yourself.
- To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- To request a reassessment by your Interdisciplinary Team.
- To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved. We will document the reason for the transfer in your medical record.

7. You have a right to have your health information kept private.

You have the right to talk with health care providers in private and to have your personal health care information kept private as protected under State and Federal laws. You also have the right to look at and receive copies of your medical records, and to request amendments to those records. If you have any questions about privacy rules, call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7679.

You have the right to:

- To be assured of confidential treatment of all information contained in your medical records, including information contained in an automated data bank.
- To be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- To provide written consent that limits the degree of information and the persons to whom information may be given.

8. You have the right to file a complaint.

You have the right to complain about the services you receive or that you need and don't receive, the quality of your care, or any other concerns or problems you have with CenterLight Teamcare. You have the right to a fair and timely process for resolving concerns.

You have the right:

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to CenterLight Teamcare staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened or discriminated against.
- To appeal any treatment decision by CenterLight Teamcare, staff, or contractors.

You may make a complaint to the New York State Department of Health at any time by calling 212-417-5888. You should identify your complaint as a managed long term care complaint.

9. You have the right to leave the program.

If for any reason, you do not feel that CenterLight Teamcare is what you want, you have the right to leave the program and may initiate disenrollment at any time. If you leave, you will still be in Medicare and/or Medicaid programs, if eligible, and get Medicare and/or Medicaid-covered services. But, you will not get your Medicare and Medicaid services through CenterLight Teamcare.

B. Your Responsibilities

As a participant of CenterLight Teamcare, you are responsible for:

- Being seen by your doctor if a change in your health status occurs.
- Sharing complete and accurate health information with your health care providers.
- Informing staff of any change in your health and making it known if you do not understand or are unable to follow instructions.
- Following the treatment plan recommended by CenterLight Teamcare.
- Cooperating with and being respectful to staff, and not discriminating against staff because of race, color, national origin, religion, age, sex, or mental or physical ability.
- Notifying CenterLight Teamcare in advance whenever you will not be home to receive services or care that have been arranged for you.
- Informing CenterLight Teamcare before permanently moving out of the service area or for any lengthy absence from the service area.
- Being responsible for your actions if you refuse treatment or do not follow CenterLight Teamcare's instructions.
- Being responsible for paying your financial obligations.

CL HEALTHCARE LHCSA BILL OF RIGHTS

As a patient being cared for by CenterLight's Licensed Home Care Services Agency, you have certain rights, including the right to:

1. Be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care.
2. Be given a statement of the services available by CL Healthcare and related charges if applicable.
3. Be advised before care is initiated of the extent to which payment may be expected from third-party payors and the extent to which payment may be required from the patient.
4. Be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services.
5. Participate in the planning of your care and be advised in advance of any changes to your plan of care.
6. You have the right to be advised of any changes in information regarding services and payment, as soon as possible, but no later than 30 calendar days from the date CL becomes aware of the change.
7. Refuse care and treatment after being fully informed of and understanding the consequences of such actions.
8. Be informed of the procedures for submitting patient complaints.
9. Voice complaints and recommend changes in policies and services to agency staff, the New York State Department of Health or any outside representative of your choice. The expression of such complaints by you or your designee shall be free from interference, coercion, discrimination or reprisal. The NYS number to file a complaint is 212-417-5888.
10. You may also submit your complaints directly to NYS Department of Health, Homecare & Hospice at 90 Church Street, 4th Floor, New York, NY 10007.
11. You have the right to a full investigation and written response to written and verbal complaints when requested, which will be rendered within 15 days of receipt.
12. You have the right to appeal the outcome of the complaint investigation and the appeal procedure.
13. You have the right to an appeals process with review by a member or committee of the governing authority within 30 days of receipt of the appeal.
14. Submit patient complaints about the care and services provided or not provided, and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints, and to have the agency investigate such complaints. If you are not satisfied by the agency response, you may complain to the Department of Health's Office of Health Systems Management.
15. Be treated with consideration, respect and full recognition of your dignity and individuality.
16. Privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of a transfer to health care facility, or as required by law or third-party payment contract.

XIII. Notice About Non-Discrimination

CenterLight Teamcare, a program of CenterLight Healthcare, complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. CenterLight Teamcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

CenterLight Teamcare:

- 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 CenterLight Teamcare Participant Services.

If you believe that CenterLight Teamcare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: CenterLight Teamcare Participant Services, 1733 Eastchester Road, 2nd Floor, Bronx, NY 10461, 1-833-CL-CARES (1-833-252-2737) (TTY 711) 8AM-8PM, Monday-Friday, fax 718-944-1235. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, CenterLight Teamcare Participant Services, 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, DC 20201, 1-800-868-1019, 800-537-7697 (TDD).

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

If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-833-CL-CARES (1-833-252-2737), TTY: 711.

Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-833-CL-CARES (1-833-252-2737), TTY: 711.

如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-833-CL-CARES (1-833-252-2737), TTY : 711 。

Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-833-CL-CARES (1-833-252-2737) (телетайп: 711).

Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-833-CL-CARES (1-833-252-2737), TTY: 711.

한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-833-CL-CARES (1-833-252-2737), TTY: 711 번으로 전화해 주십시오.

In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-833-CL-CARES (1-833-252-2737), TTY: 711.

אויפמערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאל. רופט -1-833-CL-CARES (1-833-252-2737) (TTY:711)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন 1-833-CL-CARES (1-833-252-2737) (TTY: 711)

Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-833-CL-CARES (1-833-252-2737) (TTY: 711).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 833-252-2737 رقم هاتف الصم والبكم: (711).

Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-833-CL-CARES (1-833-252-2737) (ATS: 711).

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں 1-833-CL-CARES (1-833-252-2737) (TTY:711)۔

Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-833-CL-CARES (1-833-252-2737) (TTY:711).

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-833-CL-CARES (1-833-252-2737) (TTY: 711)

Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-833-CL-CARES (1-833-252-2737) (TTY: 711).

XIV. General Provisions

Changes to Enrollment Agreement: Upon 30 days' written notice to you, CenterLight Teamcare has the right to change the terms of this Enrollment Agreement. The change(s) will be effective as of the date indicated in this notice, unless you choose to disenroll.

Cooperation: In order for us to assess your needs, your full cooperation is required in providing medical and financial information to us.

Governing Law: This Enrollment Agreement is governed by federal laws and the laws of the State of New York.

No Assignment: You cannot assign or transfer any benefits or payments due under this Enrollment Agreement to any person or entity. Any assignment by you will be void. CenterLight Teamcare may not assign this Enrollment Agreement except to an affiliate of CenterLight Teamcare. Any assignment by CenterLight Teamcare will not affect your rights hereunder.

Notice: Any notice to you under this Enrollment Agreement will be mailed to your address as it appears on our records. You agree to promptly notify us in writing of any change in your address. Please send the change of address notice to (or any other address we designate in writing to you):

CenterLight Teamcare Participant Services
1733 Eastchester Road
2nd Floor
Bronx, NY 10461

Payment for Services: CenterLight Teamcare does not cover or pay for care provided by a member of your family. Service providers who provide care for you must have a written contractual agreement with CenterLight Teamcare.

Our Relationship to CenterLight Teamcare Providers: CenterLight Health System, which provides skilled nursing and long term care, and CenterLight Teamcare Diagnostic and Treatment Center, which provides medical services, are separate legal entities affiliated with CenterLight Health System.

Other CenterLight Teamcare providers are independent organizations or individuals unrelated to us except by contract. These other health care providers are not our employees or agents, and are solely responsible for their acts or omissions, including malpractice or negligence.

Policies and Procedures: We reserve the right to adopt reasonable policies and procedures regarding the services and benefits furnished under this Enrollment Agreement.

Your Medical Records and Authorizations: We may need to obtain your medical records and related health information from hospitals, skilled nursing facilities, intermediate care facilities, home health agencies, physicians, insurance companies, health care benefit plans, or others who treat you.

By signing this Enrollment Agreement, you authorize us to obtain, use, and disclose such medical records and related information, for purposes of (1) furnishing covered services to you; (2) obtaining from or making payment to third parties for services rendered to you (including Coordination of Benefits and Subrogation – see paragraphs titled “Coordination of Benefits” and “Subrogation” of this section); (3) CenterLight Teamcare administration, including making determinations of what is medically necessary and complying with governmental requests for information.

Payment Under This Enrollment Agreement: Payment for services authorized by the Interdisciplinary Team under this Enrollment Agreement will be made by CenterLight Teamcare directly to the CenterLight Teamcare Contracting Provider.

You do not have to pay for covered services that are authorized by CenterLight Teamcare. Payment for services that are not pre-approved by CenterLight Teamcare will be your responsibility, and will not be paid for by CenterLight Teamcare, except for emergency services (see Section IX).

Entire Agreement: This Enrollment Agreement constitutes the entire agreement between CenterLight Teamcare and you with respect to the CenterLight Teamcare program, and supersedes any prior oral or written agreements or understandings regarding the matters provided for in this Enrollment Agreement.

Additional Actions and Documents: You agree to take such actions and sign such documents as may be requested by CenterLight Teamcare in order to fulfill the purposes, terms and conditions of this Enrollment Agreement.

Severability: If any part of this Enrollment Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, and shall not in any way affect the remaining provisions of this Enrollment Agreement.

Limitation on Benefits of this Enrollment Agreement: The promises and agreements set forth in this Enrollment Agreement shall be solely for the benefit of and enforceable by you and CenterLight Teamcare. Except as expressly stated in this Enrollment Agreement, no person or entity other than you and CenterLight Teamcare shall be entitled to bring any action against you or CenterLight Teamcare in connection with this Enrollment Agreement.

Force Majeure: CenterLight Teamcare shall use best efforts to perform its obligations under this Enrollment Agreement, but shall be excused for failure to perform or delay in performance due to unforeseeable circumstances beyond our reasonable control, or which could not have been prevented by us, including, but not limited to, acts of God, floods, hurricanes, earthquakes, labor disputes, acts of war, civil unrest, embargoes, or inability to obtain transportation, materials, equipment or services.

Subrogation: If you are injured or become ill through act of a third party, CenterLight Teamcare will provide or arrange for covered services for such injury or sickness and you agree to protect CenterLight Teamcare's lien rights against such third party.

If you can recover money from such third party for the cost of such covered services, CenterLight Teamcare will be subrogated to you for the purpose of collecting the cost of these covered services. CenterLight Teamcare will have the right to bring suit against such third party in your name to the extent permitted by applicable law.

If you receive payment from a third party by suit or settlement for the cost of covered services, you are obligated to reimburse CenterLight Teamcare for CenterLight Teamcare's cost of furnishing such covered services, less a pro rata share of the reasonable attorneys' fees and costs paid by you in obtaining such recovery. You agree not to take any action which may prejudice the rights and interests of CenterLight Teamcare.

Coordination of Benefits: If you are covered under CenterLight Teamcare and a separate health care plan, and you receive services that are covered by both plans, benefits will be coordinated.

The Coordination of Benefits rules determine which plan becomes: (1) primary – responsible for furnishing or reimbursement of services first, and for providing its full benefits; or (2) secondary – responsible for furnishing or reimbursement of services after the application of the primary plan's benefits, but the secondary plan will not provide more benefits than it would if the Coordination of Benefits provision were not in force.

The order of coverage is determined as follows: (1) the plan that does not have a Coordination of Benefits provision will be the primary plan; (2) if you are covered as the named Member or insured under one plan and as a dependent under the other, then the plan under which you are covered as a Member or insured will be the primary plan; (3) to the extent permitted by applicable law, when any benefit is available as a primary benefit to a Member under any Workmen's Compensation Laws, Occupational Disease Laws and other employer liability laws, those benefits will be primary; and (4) if you are also covered by medical benefits under your motor vehicle insurance policy's minimum and optional automobile liability coverage, coverage under the automobile liability plan will be primary; and (5) if none of the above rules for determining order of coverage apply, then the plan under which the Member has been enrolled the longest will be the primary plan.

XV. Certain Definitions

CenterLight Teamcare means the CenterLight Healthcare program operated by CenterLight Health System. References to CenterLight Teamcare professionals or CenterLight Teamcare staff include persons who furnish services through contractual arrangements and who are not employees of CenterLight Teamcare. CenterLight Teamcare is a service mark of CenterLight Health System and authorized for use by CenterLight Health System. The words, "we", "our", "us" also refer to the CenterLight Healthcare program.

CenterLight Teamcare Contract Provider means a hospital, health facility, health care professional, or other health care provider that has contracted with CenterLight Teamcare to provide health and/or health-related services to CenterLight Teamcare Participants.

CenterLight Teamcare Physician means a physician who has an agreement with CenterLight Teamcare or the CenterLight Teamcare Diagnostic and Treatment Center to provide health services to CenterLight Teamcare Participants.

Covered Services means medically necessary health and health-related services we make available to you under this Enrollment Agreement. These services take the place of benefits you would otherwise receive through Medicare and/or Medicaid.

Eligible for Nursing Home Level of Care means that based on the UAS assessment conducted by the NY Medicaid Choice (Maximus), you meet the New York State criteria for placement in a Residential Health Care Facility (RHCF). Although you must be eligible for nursing home level of care to be accepted as a Participant in CenterLight Teamcare, you may remain a Participant in CenterLight Teamcare if your health improves, if without continued coverage under the program, you would again require nursing home level of care within 6 months.

Enrollment Agreement means this agreement between you and CenterLight Teamcare, which describes the services available to you and the terms and conditions for receiving these services. When signed by you and CenterLight Teamcare, this Enrollment Agreement remains in effect until disenrollment or termination takes place.

Exclusions and Limitations or Exclusions means any service or benefit that is not included in this contract. For example, non-emergency services received without authorization by the CenterLight Teamcare Interdisciplinary Team are excluded from coverage. You would have to pay for any such excluded services.

Interdisciplinary Team or Team means CenterLight Teamcare's professional team, including a primary care physician, registered nurse, social worker, physical, occupational and recreational therapists and home care aide. Team professionals will assess your medical, functional, and psychosocial status, and work with you to develop a treatment plan to address your needs. Your Team also updates your plan of care.

Medically Necessary means a service or item determined by CenterLight Teamcare, given your particular needs and condition that: (1) provides for and is appropriate and necessary for the diagnosis, prevention and/or treatment of a medical condition; (2) could not be omitted without adversely affecting your condition; (3) is within standards of good medical practice recognized within the organized medical community; (4) is the most appropriate and economical level and source of care or supply that can be provided safely; (5) is appropriate to and consistent with your diagnoses and plan or care; (6) is likely to materially improve or help maintain your physical condition; and (7) is not primarily for the convenience of you, your family, your physician, or other care provider.

Participant means a person who meets CenterLight Teamcare's eligibility criteria and enters into this Enrollment Agreement with CenterLight Teamcare. The words, "you", "your" or "yours" also refer to a Participant. You are a Participant from the effective date of your enrollment until the effective date of your disenrollment.

Nursing Facility means a residential health care facility licensed by the New York State Department of Health.

Out-of-Area means any area beyond CenterLight Teamcare's service area.

Plan of Care or Care Plan means the necessary services and items approved for you by your Team. The Plan of Care excludes Emergency Services.

Service Area means the Bronx, Kings, New York, Queens, Richmond, Westchester, Nassau and Suffolk counties.

XVI. SIGNING ON CENTERLIGHT TEAMCARE ENROLLMENT AGREEMENT

Your Name _____ Date of Birth _____

Address _____ Telephone _____

City / State / Zip _____ Sex Male Female

Health Insurance Claim Numbers:

Medicaid # _____ Medicare # _____ Part A Part B

Other health insurance _____ Policy # _____

- I have received, read and understand the CenterLight Teamcare Enrollment Agreement and Provider Network. The conditions of Enrollment and Disenrollment, Services Covered and my Rights and Responsibilities as described in the Enrollment Agreement have been explained to me. I have been given the opportunity to ask questions, and my questions have been answered to my satisfaction.
- I agree to participate in the CenterLight Teamcare according to the terms and conditions described in the Enrollment Agreement.
- I understand that my enrollment is voluntary and my enrollment date is expected to be _____
- I understand CenterLight Teamcare will be my sole service provider who guarantees access to services, but not to a specific provider.
- I understand that enrollment in CenterLight Teamcare results in disenrollment from any other Medicare or Medicaid prepayment or optional benefit. Electing enrollment in any other Medicare or Medicaid prepayment or optional benefit, including hospice benefit, after enrolling as a participant of CenterLight Teamcare is considered a voluntary disenrollment from CenterLight Teamcare.
- I understand that if I am a Medicaid-only or private pay PACE participant and become eligible for Medicare after enrollment in CenterLight Teamcare, I will be disenrolled from CenterLight Teamcare if I elect to obtain Medicare coverage from plans other than CenterLight Teamcare.
- I understand that the program agreement between the Centers for Medicare and Medicaid Services and the New York State Department of Health is subject to renewal, and if the agreement is not renewed, CenterLight Teamcare will be terminated.
- I understand that I may initiate disenrollment by contacting CenterLight Teamcare. Until the effective day of disenrollment, I must continue to receive health care from CenterLight Teamcare. I may not disenroll at a Social Security Office.
- I understand that as a participant of CenterLight Teamcare, I have the right to make grievances and appeals and have been informed of the process and telephone numbers used in the process as outlined in the Enrollment Agreement.
- I understand that it is my responsibility to inform CenterLight Teamcare before permanently moving out of the service area or of any lengthy absence from the service area. I understand that if I move permanently out of the service area, I will be involuntarily disenrolled.
- I understand that Centers of Medicare and Medicaid Services, and New York State Department of Health, and CenterLight Teamcare have access to medical records and I authorize consent to disclose and exchange information.
- I understand and accept my financial responsibility as outlined in the Enrollment Agreement.

Check if you agree:

If I am or become a resident in a nursing facility, I agree to a referral to New York State's contractor for Money Follows the Person/Open Doors, a program that can work with my MLTC plan to help me return to community living.

As a participant of Teamcare, CenterLight Healthcare's PACE program, I understand that I will be entitled to the unique benefit of Day Health Center attendance. Depending upon my wishes and clinical and/or social needs, I will attend the Center at a minimum of once a month in order to reap all the program-specific advantages of PACE.

The attestations listed on page 30 are intended to assist you by summarizing requirements, but are not intended to supersede the Enrollment Agreement terms and conditions.

When you sign below, you agree to be subject to the terms and conditions and rights and responsibilities described in the Enrollment Agreement.

Print Participant's Name	Signature of Participant	Date
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Print Witness's Name	Signature of Witness	Date
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Print Name of Family Member or Designated Representative (if applicable)	Signature of Participant	Date
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Print Staff Member's Name	Signature	Date
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Effective date of enrollment as approved by CFEEC: _____
Date

CENTERLIGHT TEAMCARE ENROLLMENT AGREEMENT

Your Name _____ Date of Birth _____

Address _____ Telephone _____

City / State / Zip _____ Sex Male Female

Health Insurance Claim Numbers:

Medicaid # _____ Medicare # _____ Part A Part B

Other health insurance _____ Policy # _____

- I have received, read and understand the CenterLight Teamcare Enrollment Agreement and Provider Network. The conditions of Enrollment and Disenrollment, Services Covered and my Rights and Responsibilities as described in the Enrollment Agreement have been explained to me. I have been given the opportunity to ask questions, and my questions have been answered to my satisfaction.
- I agree to participate in the CenterLight Teamcare Program according to the terms and conditions described in the Enrollment Agreement.
- I understand that my enrollment is voluntary and my enrollment date is expected to be _____
- I understand CenterLight Teamcare will be my sole service provider who guarantees access to services, but not to a specific provider.
- I understand that enrollment in CenterLight Teamcare results in disenrollment from any other Medicare or Medicaid prepayment or optional benefit. Electing enrollment in any other Medicare or Medicaid prepayment or optional benefit, including hospice benefit, after enrolling as a participant of CenterLight Teamcare is considered a voluntary disenrollment from CenterLight Teamcare.
- I understand that if I am a Medicaid-only or private pay PACE participant and become eligible for Medicare after enrollment in CenterLight Teamcare, I will be disenrolled from CenterLight Teamcare if I elect to obtain Medicare coverage from plans other than CenterLight Teamcare.
- I understand that the program agreement between the Centers for Medicare and Medicaid Services and the New York State Department of Health is subject to renewal, and if the agreement is not renewed, CenterLight Teamcare will be terminated.
- I understand that I may initiate disenrollment by contacting CenterLight Teamcare. Until the effective day of disenrollment, I must continue to receive health care from CenterLight Teamcare. I may not disenroll at a Social Security Office.
- I understand that as a participant of CenterLight Teamcare, I have the right to make grievances and appeals and have been informed of the process and telephone numbers used in the process as outlined in the Enrollment Agreement.
- I understand that it is my responsibility to inform CenterLight Teamcare before permanently moving out of the service area or of any lengthy absence from the service area. I understand that if I move permanently out of the service area, I will be involuntarily disenrolled.
- I understand that Centers of Medicare and Medicaid Services, and New York State Department of Health, and CenterLight Teamcare have access to medical records and I authorize consent to disclose and exchange information.
- I understand and accept my financial responsibility as outlined in the Enrollment Agreement.

Check if you agree:

If I am or become a resident in a nursing facility, I agree to a referral to New York State's contractor for Money Follows the Person/Open Doors, a program that can work with my MLTC plan to help me return to community living.

As a participant of Teamcare, CenterLight Healthcare's PACE program, I understand that I will be entitled to the unique benefit of Day Health Center attendance. Depending upon my wishes and clinical and/or social needs, I will attend the Center at a minimum of once a month in order to reap all the program-specific advantages of PACE.

The attestations listed on page 32 are intended to assist you by summarizing requirements, but are not intended to supersede the Enrollment Agreement terms and conditions.

When you sign below, you agree to be subject to the terms and conditions and rights and responsibilities described in the Enrollment Agreement.

Print Participant's Name	Signature of Participant	Date
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Print Witness's Name	Signature of Witness	Date
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Print Name of Family Member or Designated Representative (if applicable)	Signature of Participant	Date
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Print Staff Member's Name	Signature	Date
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Effective date of enrollment as approved by CFEEC: _____
Date



A MEDICARE AND MEDICAID PACE PROGRAM

A Program of All-Inclusive Care for Adults 55+
by CenterLight Healthcare

CenterLight Teamcare, a program of CenterLight Healthcare, is the nation's largest not-for-profit Program of All-Inclusive Care for the Elderly (PACE). We offer comprehensive healthcare and other services that enrich the lives of our participants and let them live safely at home and in their communities. Each day, our employees serve a richly diverse population of thousands of participants, speaking more than 75 languages and dialects throughout our 14 facilities.

For additional information, visit us at www.CenterLightTeamcare.org or call us at 1-833-CL-CARES (1-833-252-2737), 8AM – 8PM, Monday-Friday. TTY users should call 711.

CenterLight Teamcare, a program of CenterLight Healthcare, is a federally approved PACE provider, and a member of the National PACE Association.

