

**CenterLight Healthcare PACE**  
Program of All-Inclusive Care  
for Adults 55+

# Enrollment Agreement



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*CLHC PACE Enrollment Agreement Revised 12072022*



To follow up on the status of your enrollment or for additional information, please call

CenterLight's PACE Service Coordination Team at  
**1-833-CL-CARES (1-833-252-2737)**

**TTY 711**

Monday-Friday, 8AM to 8PM

Representatives available outside of regular office hours to ensure 24-hour access to care.



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# Part A: Introduction

## **I. Welcome to CenterLight Healthcare Program of All-Inclusive Care for the Elderly (PACE)**

CenterLight Healthcare is a community based 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 Healthcare PACE provides health and health-related care to persons 55 years of age or older who live in the Bronx, Brooklyn, Manhattan, Queens, Staten Island, Westchester, Nassau or Western Suffolk, and who are eligible for a nursing home level of care. Through agreements with CenterLight Healthcare Contracted Providers, we will provide you with our broad range of covered services.

We welcome you as a potential participant in our program and encourage you to review this booklet carefully. Feel free to ask any questions you may have by calling us at 1-833-252-2737 (TTY 711), Monday-Friday, 8AM-8PM. We will be happy to answer them for you. Please keep this booklet. If you are eligible and enroll in CenterLight Healthcare, it becomes your Enrollment Agreement.

CenterLight Healthcare's PACE program is designed to help you live more independently by offering a wide range of medical and health-related services, all designed to help you live safely and independently in your own home and community. We are dedicated to providing a personalized approach to your care so that you, your family, and CenterLight Healthcare 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.

CenterLight Healthcare has 11 day health centers and alternative care settings located throughout the New York metropolitan area. As a CenterLight participant, your Care Team or Interdisciplinary Team (IDT) may recommend that you attend one of our PACE Centers where you can access a vast array of services, from primary medical and nursing care to rehabilitation services and therapeutic recreation.

Through CenterLight Healthcare, you can receive medically necessary\* services such as adult day health 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, psychiatry and more.

Enrollment in CenterLight Healthcare is completely voluntary. To enroll in the program, you must meet the criteria described in Section III of this Enrollment Agreement. In general, coverage starts the first day of the month after you sign this Enrollment Agreement (see Section IV).

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

*\*As determined by the Interdisciplinary Team (IDT)*

## II. Special Features of CenterLight Healthcare PACE

There are several special features of our program:

### A. Interdisciplinary Team

Your care is planned and provided by a Care Team of qualified professionals called the "Interdisciplinary Team (IDT)" whom you will get to know. Together with you and your family, the IDT 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 Care Team includes at least the following:

- Primary Care Provider\*
- Home Care Nurse\*
- Master's-level Social Worker\*
- Physical Therapist\*
- Occupational Therapist\*
- Recreational Therapist or Activity Coordinator\*
- Dietitian\*
- Home Care Coordinator
- Personal Care Attendant or his/her representative
- Driver or his/her representative
- PACE Center Manager/ Director

*All disciplines with asterisk (\*) open the case in the home, in our centers at our Start of Care Fairs, or virtually. The Nurse visits upon start of your care and as needed.*

### B. Authorization of Care

Your team will work to help enhance your health and independence. Your Care 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 Care Team. We encourage you to call your Care Team if you have any questions.

### 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 PACE Center or in his or her own office. CenterLight Healthcare has both staff and contracted 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 Healthcare, you agree to receive Covered Services, including primary care and specialist physician services (other than emergency services), exclusively through CenterLight Healthcare and our growing network of contracted community-based providers. CenterLight Healthcare guarantees access to all Covered Services, although the availability of specific providers may vary. For a listing of CenterLight Healthcare contract providers, please refer to CenterLight Healthcare's Listing of Network Providers, posted on CenterLight Healthcare's website, [www.CenterLightHealthcare.org/find-a-provider](http://www.CenterLightHealthcare.org/find-a-provider).

### 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 PACE Centers, in hospitals, and nursing facilities. Because CenterLight Healthcare 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 Healthcare or from Medicare and Medicaid for services not pre-approved by CenterLight Healthcare, except in certain emergency situations as described in Section VI.



## **E. Ongoing Monitoring**

Your Care Team monitors your health. As your needs change, your care plan may change to respond to those needs. Routine assessments will also be scheduled with you periodically. Based on those assessments, changes may or may not be made to your plan of care.

## **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 Western Suffolk county;
- You are eligible for Medicare and/or Medicaid, or agree to pay the private amounts set forth in Section VIII;
- You need more than 120 days of community based long-term care services (nursing home level of care) in the home and/or at a PACE Center.
- You are capable, at the time of enrollment, of safely residing in your home and community.

### **B. Other Conditions 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 Healthcare);
- You agree to use a CenterLight Healthcare Physician, a Primary Care Physician (PCP) who is part of CenterLight's Provider Network, or your current PCP may agree to join the CenterLight Healthcare Provider Network. Specialists must also be part of the CenterLight Healthcare Provider Network.
- You sign an Authorization for Release of Medical Information, a form that allows the specified third party to have access to your health records.
- You agree to have routine assessments with the IDT.

If you do not meet the Eligibility Criteria and Conditions of Enrollment listed above, you are not eligible for enrollment in CenterLight Healthcare. In addition to meeting these criteria and conditions, you must also provide a verbal attestation, sign this Enrollment Agreement, and agree to abide by the terms and conditions of CenterLight Healthcare, as explained in this Enrollment Agreement. Please see page 3 for information on assessments to determine eligibility.

## **Part B: Enrollment Information**

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

- A. Intake and Assessment
- B. Enrollment
- C. Effective Dates of Enrollment

## A. Intake and Assessment

The CenterLight Healthcare intake process usually begins when we receive an inquiry from you or from someone on your behalf. If you are eligible (see eligibility criteria on page 2), a member of our Intake Team will reach out to provide you with education about PACE.

During this call, you will learn:

- How CenterLight Healthcare PACE works and the services we offer (if you want to take a tour of CenterLight Healthcare's PACE Center, we will arrange a time for you and/or your family to visit one of our locations);
- That if you enroll, all Medicare and Medicaid services and prescription drugs will be covered only when authorized and approved by CenterLight Healthcare (Exception: approval is not required for emergency services -- see Section VI); and
- What your monthly payments, if any, will be (see Section VIII).

The Intake Team member will obtain further information about you and assist with your Medicaid application at no cost to you, if needed. The Intake staff member will review your list of providers to ensure they are in the CenterLight Healthcare network. If not, our team will reach out to the provider on your behalf to discuss the possibility of joining our network. You also have the option to choose one of our providers at a CenterLight Healthcare's PACE Center to serve as your Primary Care Provider. We will also review your current medications and review our Formulary (list of covered drugs) with you.

If you are new to needing Medicaid Community Based Long Term Care Services, you will need to be evaluated by a Registered Nurse from the New York Independent Assessor (NYIA). This evaluation will determine whether you are eligible for the community based long term care services.

After the NYIA Assessment, or if you are not new to needing Medicaid Managed Long Term Care Services, you will receive a call from a member of the Intake Team to schedule an assessment by a CenterLight Healthcare nurse, who will conduct a Uniform Assessment System (UAS) or plan interview as required by the New York State Department of Health. The nurse will develop and explain your Initial Service Plan.

Please feel free to ask the Intake Team or the CenterLight Healthcare Nurse any questions and express any concerns that you and/or your legal representative may have about the program. CenterLight Healthcare Intake Team will discuss the recommended plan of care and review the program requirements with you and or your legal representative. If you agree with the Initial Service Plan, you will be invited to enroll in CenterLight Healthcare PACE. At this time, a member of our staff will go over the Enrollment Agreement with you and obtain appropriate verbal attestations or signatures.

You may enroll by noon on the 20th day of the month prior to the projected effective date of enrollment. If the 20th day of the month falls on a weekend or holiday, the deadline for enrollment is the Friday before the 20th day of the month.

Upon enrollment, each member of the IDT, including but not limited to the nurse, social worker, primary care provider, therapeutic recreation specialist, physical and occupational therapists and dietitian will schedule a visit to introduce themselves and do an assessment. Based on this assessment, the IDT will meet and develop your individualized plan of care. This can be done at the center during our Start of Care Fair Day, in your home, or virtually.

**Please note:** Enrollment in CenterLight Healthcare PACE results in disenrollment from any other Medicare, Medicaid or prescription drug health plan. This is because CenterLight Healthcare PACE coordinates and provides all the care and services necessary to help you remain healthy and at home.

## **B. Enrollment**

Before you, or your representative by law, 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, which incorporates plans for family and caregiver involvement;
- Your monthly payments, if any;
- The exclusive features of CenterLight Healthcare PACE;
- That when you are enrolled in CenterLight Healthcare PACE, all of your medical services must be authorized or coordinated through CenterLight Healthcare PACE (Exception: approval is not required for emergency services – see Section VI). Any care and services not authorized by and received through CenterLight Healthcare PACE will not be covered;
- 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 Healthcare.

If you decide to join CenterLight Healthcare PACE, you or your legal representative will then verbally attest, sign the Enrollment Agreement and Initial Service Plan and receive a copy of the following:

- Initial Service Plan
- Enrollment Agreement
- CL Healthcare Participant Information and Authorization Form
- New York State Authorization for Release of Healthy Information Pursuant to HIPAA (OCA Official Form No. 960)
- CenterLight Health System HIPAA Joint Privacy Notice for its Affiliated Entities
- Back-Up Agreement

If needed:

- Appointment of Representative Form (AOR)
- Legal Authority/Translator/Legal Witness Form

Upon enrollment:

- A copy of the Enrollment Agreement Book
- CenterLight Healthcare PACE membership ID card (you will receive this by the 1st of the month when your coverage starts). One card provided for all Medicare and/or Medicaid covered services and prescription drugs.
- My Needs Card and Catalog
- A Welcome Book with important information about the PACE program
- An instruction sheet to put by your telephone telling you what to do in case of an emergency.
- Stickers for the Participant's Medicare and Medicaid cards, as applicable, which indicate that he or she is a PACE participant and which include the phone number of the PACE organization.

## **C. Effective Dates of Enrollment**

Your projected enrollment date is the first day of the month after the New York State assessment and physician's order or call New York Medicaid Choice (NYMC) (Maximus) to complete the plan to plan transfer call to approve your eligibility for CenterLight Healthcare PACE. This is usually within two to six weeks from the date of verbal attestation or 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 V).

## **V. Termination of Coverage**

Your coverage under CenterLight Healthcare PACE 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 Healthcare PACE services and make your monthly payments, if any.

### **A. Voluntary Disenrollment**

You may initiate disenrollment from CenterLight Healthcare PACE 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 Healthcare PACE as of the effective date of your disenrollment. You may not enroll or disenroll from CenterLight Healthcare PACE at a Social Security Office.

The effective date of your disenrollment will be decided by NYMC (Maximus) and New York State Department of Health (NYSDOH) following the submission.

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 Healthcare PACE, including your Part D prescription plan and that disenrollment will be processed by NYMC (Maximus).

### **B. Involuntary Disenrollment**

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

- You are out of CenterLight Healthcare PACE's service area for more than 30 consecutive days and did not obtain CenterLight Healthcare PACE'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 Healthcare PACE after a 30 day grace period (see Section VIII); 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 are non-compliant with plan regulations, including routine assessments; or
- You have decision making capacity and consciously do not comply with your individual plan of care or the terms of this Enrollment Agreement; or
- CenterLight Healthcare PACE loses the contracts and/or authorizations enabling it to offer Covered Services, including the non-renewal or termination of CenterLight Healthcare PACE's program agreement with CMS and NYSDOH or CenterLight Healthcare PACE 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 (120 days); or
- You are living in a shelter or otherwise homeless where the plan is unable to provide services; or
- You are refusing or not receiving at least one of the following required long-term care services to remain in the plan for longer than 30 days.
  - Nursing services in the home
  - Therapies in the home
  - Home health aide services
  - Personal care services in the home
  - Adult day health care
  - Private duty nursing
  - Consumer Directed Personal Assistance Services (CDPAS)

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

You may not be involuntarily disenrolled unless the NYMC (Maximus) concurs. If you are a Medicaid recipient, you have the right to a fair hearing process as described in Section IX. 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 Healthcare PACE, however, you may have to pay for your care if the decision is not in your favor.

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

## VI. Service Package

The services provided or arranged by CenterLight Healthcare PACE 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 Healthcare PACE Center and in your home.

Specialty care services are provided by contracted specialists and health care facilities. Please refer to CenterLight Healthcare PACE’s Listing of Network Providers available on our website at <https://www.centerlighthealthcare.org/find-a-provider>.

Services you may receive through CenterLight Healthcare PACE include the following (for Exclusions and Limitations which may apply to each of the following services, please see Section VII).

A. Outpatient Health Services	
Covered Services	Definitions
<b>Primary medical and specialist care</b>	Provided in the community or PACE center and includes consultation, routine care, and periodic physical examinations
<b>Community Nursing Care</b>	Nursing procedures that a registered nurse or a licensed practical nurse performs to carry out the participant's plan of care. This does not include personal care services.

Covered Services	Definitions
<b>Nursing Home/Skilled Nursing Care</b>	Is provided when the IDT determines that the participant is eligible for institutional Medicaid for rehabilitative, short term, or temporary skilled nursing facility care.
<b>Personal Care</b>	Personal Care Worker (PCW) or Home Health Aide (HHA) assistance with such activities as personal hygiene, dressing, feeding, and nutritional and environmental support function tasks. Personal care must be medically necessary, ordered by the participant's physician and provided by a qualified person, in accordance with a plan of care.
<b>Consumer Directed Personal Assistance Program (CDPAS)</b>	<p>CDPAS is a program for Medicaid recipients ("Consumers") who need home care services, including help with personal care and certain home health and skilled nursing services. The Program gives Consumers more flexibility and freedom of choice by letting them direct their own care, including choosing their own Personal Assistants (PAs) in accordance with their Health Plan's authorization. The Consumer or Designated Representative is responsible to hire, direct and replace PAs as needed.</p> <p>All PAs must be registered with an Fiscal Intermediary (FI) and have a background check.</p>
<b>Social Services and Environmental Supports</b>	Information, referral, and assistance with obtaining or maintaining benefits which include financial assistance, medical assistance, food stamps, or other support programs provided by the Local Department of Social Services (LDSS), Social Security Administration, and other sources. Social services also involve providing supports and addressing problems in an Enrollee's living environment and daily activities to assist the participant to remain in the community.
<b>Physical Therapy</b>	<p>Rehabilitation services provided by a licensed and registered physical therapist for the purpose of maximum reduction of physical or mental disability and restoration of the Enrollee to his or her best functional level.</p> <p>Participants of CenterLight Healthcare PACE also have access to an Open Gym located at our PACE Centers, which is supervised by a licensed Physical and/or Occupational Therapist.</p>
<b>Occupational Therapy</b>	Rehabilitation services provided by a licensed and registered occupational therapist for the purpose of maximum reduction of physical or mental disability and restoration of the Enrollee to his or her best functional level.
<b>Speech Therapy</b>	Assesses and treats speech disorders and communication issues.

Covered Services	Definitions
<b>Respiratory Therapy</b>	The performance of preventive, maintenance and rehabilitative airway-related techniques and procedures including the application of medical gases, humidity, and aerosols, intermittent positive pressure, continuous artificial ventilation, the administration of drugs through inhalation and related airway management, patient care, instruction of patients and provision of consultation to other health personnel. These services must be provided by a qualified respiratory therapist.
<b>Vision care/optometry services, including periodic examinations, treatment and corrective devices, such as eyeglasses</b>	Includes the services of an optometrist and an ophthalmic dispenser, and includes eyeglasses, medical necessary contact lenses and polycarbonate lenses, artificial eyes (stock or custom made) and low vision aids. The optometrist may perform an eye exam to detect visual defects and eye disease as necessary or as required by the Enrollee's condition. Examinations which include refraction are limited to every two years unless otherwise justified as medically necessary.
<b>Audiology, including evaluation, hearing aids and repairs</b>	Include audiometric examination/testing, hearing aid evaluation, conformity evaluation and hearing aid prescription or recommendations if indicated. Hearing aid services include selecting, fitting and dispensing of hearing aids, hearing aid checks following dispensing and hearing aid repairs. Products include hearing aids, earmolds, batteries, special fittings and replacement parts.
<b>Dental care</b>	Includes but shall not be limited to preventive, prophylactic and other dental care, services and supplies, routine exams, prophylaxis, oral surgery, and dental prosthetic and orthotic appliances required to alleviate a serious health condition.
<b>Laboratory tests, x-rays and other diagnostic procedures</b>	Tests and procedures ordered by the participant's Primary Care Physician or in-network specialist.
<b>Drugs, biological and medical supplies</b>	Prescription drugs and over-the-counter (OTC) medications and supplies deemed medically necessary by the IDT.
<b>Personal Emergency Response System (PERS)</b>	An electronic device that eligible participants can use to call for help in an emergency. Eligibility is determined by the IDT.
<b>Alcohol and substance abuse services</b>	Services approved by the IDT to help treat alcohol and substance abuse.

Covered Services	Definitions
<p><b>Nutrition and Dietary Services</b></p>	<p>The assessment of nutritional needs and food patterns, or the planning for the provision of foods and drink appropriate for the individual's physical and medical needs and environmental conditions, or the provision of nutrition education and counseling to meet normal and therapeutic needs. In addition, these services may include the assessment of nutritional status and food preferences, planning for provision of appropriate dietary intake within the patient's home environment and cultural considerations, nutritional education regarding therapeutic diets as part of the treatment milieu, development of a nutritional treatment plan, regular evaluation and revision of nutritional plans, provision of in-service education to health agency staff as well as consultation on a specific dietary problems of patients and nutrition teaching to patients and families.</p>
<p><b>Podiatry, including routine foot care</b></p>	<p>Services by a podiatrist which must include routine foot care when the participant's physical condition poses a hazard due to the presence of localized illness, injury or symptoms involving the foot, or when they are performed as necessary and integral part of medical care such as the diagnosis and treatment of diabetes, ulcers, and infections. Routine hygienic care of the feet, the treatment of corns and calluses, the trimming of nails, and other hygienic care such as cleaning or soaking feet, is not covered in the absence of pathological condition.</p>
<p><b>Psychiatry and psychology, including evaluation, consultation, diagnostic and treatment services</b></p>	<p>Refers to the diagnosis, treatment and prevention of mental, emotional and behavioral disorders.*</p>
<p><b>Prosthetic and Orthotic Appliances and Devices</b></p>	<p>Replaces any missing part of the body. Orthotic appliances and devices are used to support a weak or deformed body part or to restrict or stop motion in a diseased or injured part of the body.</p>
<p><b>Durable Medical Equipment</b></p>	<p>Includes medical/surgical supplies, prosthetics and orthotics, and orthopedic footwear, enteral and parenteral formula and hearing aid batteries. Durable medical equipment are devices and equipment, other than prosthetic or orthotic appliances and devices, which have been ordered by a practitioner in the treatment of a specific medical condition and which have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Can withstand repeated use for a protracted period of time;</li> <li>• Are primarily and customarily used for medical purposes;</li> <li>• Are generally not useful in the absence of an illness or injury;</li> <li>• Are not usually fitted, designed or fashioned for a particular individual's use. Where equipment is intended for use by only one patient, it may be either custom made or customized.</li> </ul>

\*Source: Psychiatry.org



Covered Services	Definitions
<b>Adult Day Health Care</b>	Care and services provided in a residential health care facility or approved extension site under the medical direction of a physician to a person who is functionally impaired, not homebound, and who requires certain preventive, diagnostic, therapeutic, rehabilitative, or palliative items or services. Adult day health care includes the following services: medical, nursing, food and nutrition, social services, rehabilitation therapy, leisure time activities which are a planned program of diverse meaningful activities, dental, pharmaceutical, and other ancillary services.
<b>PACE Center Services</b>	Including: <ul style="list-style-type: none"> <li>• Recreational therapy</li> <li>• Meals</li> <li>• Transportation to and from the Center</li> <li>• Personal care and supportive services</li> </ul>
<b>Non-Emergent Transportation Services</b>	Includes ambulance, ambulette, taxi or car service, or public transportation to get necessary medical care and services.  Please note: If you need transportation for non-emergency reasons, please call 1-833-252-2737 (TTY 711) Monday-Friday, 8AM-8PM at the time your appointment is confirmed or at least 3 business days before the appointment. If your appointment falls on a Monday, please make sure to call us to schedule transportation by Wednesday at the latest.

## B. Inpatient Hospital Services

Covered Services	Definitions
<ul style="list-style-type: none"> <li>• Semi-private room and board</li> <li>• General medical and nursing services</li> <li>• Medical, surgical, intensive care and coronary care unit services</li> <li>• Laboratory tests, x-rays and other diagnostic procedures</li> <li>• Drugs and biologicals</li> <li>• Blood and blood derivatives</li> <li>• Surgical care, including the use of anesthesia</li> <li>• Use of oxygen</li> <li>• Physical, speech, occupational and respiratory therapies</li> <li>• Medical social services and discharge planning</li> <li>• Ambulance and emergency room services</li> <li>• Alcohol, substance abuse and psychiatric services</li> </ul>	<p>Hospital inpatient diagnostic or treatment services provided to a CenterLight Healthcare PACE participant admitted to that hospital by the CenterLight Healthcare PACE primary care physician.</p> <p>Inpatient hospital services <u>do not include</u>: private room, private duty nursing or non-medical items primarily for your personal convenience (such as telephone, radio or television rental), unless your IDT determines the service is medically necessary.</p>

## C. Home Health Care

### Covered Services

- 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 IDT
- Physician visits
- Temporary relief for caregivers (respite)

### Definitions

Includes services that are preventive, therapeutic rehabilitative, health guidance and/or supportive nature.

## D. Other Health Related Services

### Covered 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 IDT

### Definitions

Services deemed medically necessary by the IDT to improve and maintain your overall health status.

## E. Enhanced Benefits

### Covered Services

**My Needs Card**  
**\$170/month (no rollover)**

### Definitions

Can be spent on eligible items to help with basic needs and improve quality of life, including food, grocery items, toiletries and eligible OTC items not already covered by PACE. The My Needs Card does not cover medically necessary items such as pain relievers, diabetic supplies, and other OTC medications and does not substitute for required or already Medicaid and/or Medicare covered services under the PACE standard benefit package. IDT determines medical necessity.

## F. Emergency Services and Urgently Needed Care

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

Covered Services	Definitions
<b>Emergency</b>	<p>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.</p> <p>If you have a non-life-threatening emergency please call CenterLight at 1-833-252-3737, TTY: 711 and we will direct you on what to do and make necessary arrangements for you to receive medically necessary emergency care, including transportation to the hospital.</p> <p>In the event that you need to call 911 and are taken to the nearest hospital, tell the authorities that you are a CenterLight Healthcare PACE participant and present your CenterLight Healthcare PACE ID card to the emergency room staff. Please notify CenterLight Healthcare PACE as soon as possible if you have used 911 emergency services.</p>
<b>Urgently Needed Care</b>	<p>Means services that are medically necessary to prevent serious deterioration of your health while you are temporarily out of CenterLight Healthcare PACE'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.</p>

Covered Services	Definitions
<p><b>Post-Stabilization Care</b></p>	<p>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.</p> <p>If you need Urgently Needed Care or Post-Stabilization Care services following Emergency Services, you can call CenterLight Healthcare PACE Monday-Friday at 1-833-252-2737 (TTY 711), 8AM-8PM, for pre-approval. CenterLight Healthcare PACE will answer your questions and respond to your requests for services. If the CenterLight Healthcare PACE 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 Healthcare PACE.</p> <p>Emergency and Urgently Needed Care is covered by CenterLight Healthcare PACE when you are out of CenterLight Healthcare PACE's service area on a temporary basis, which means for no more than 30 days. If you are out of the CenterLight Healthcare PACE service area for more than 30 consecutive days, you will be disenrolled.</p>

**Depending on your need (as determined by the IDT), emergency/urgently needed care may include access to virtual urgent care, and/or paramedics that go to your home and perform virtual visits with an Emergency Medicine Physician, to minimize emergency room visits and long wait times.**

**Contacting CenterLight Healthcare PACE**

If you have received Emergency, Urgently Needed, or Post-Stabilization out-of-network care, you must notify CenterLight Healthcare PACE 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 Healthcare PACE would like to transfer you when your condition permits, to a hospital in our network of providers, because involving the CenterLight Healthcare PACE IDT or Care 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 Healthcare PACE doctor or nurse for approval and reimbursement. You must alert your CenterLight Healthcare PACE doctor or nurse to arrange and return to CenterLight Healthcare PACE for follow-up care. You can also mail a copy of your receipt to:

**CenterLight Healthcare  
Claims Department  
136-65 37th Ave.  
Flushing, NY 11354**

If you receive medical care outside of the United States territories, CenterLight Healthcare PACE will not be responsible for those charges. CenterLight Healthcare PACE will also not be responsible for any charges for services which do not meet the definitions of Emergency or Urgently Needed Care.

## VII. Exclusions and Limitations

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

- (a) Cosmetic surgery, which does not include surgery that is required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
- (b) Experimental medical, surgical, or other health procedures.
- (c) Services furnished outside of the United States, except as follows:
  - (1) At the time of the emergency that required the inpatient hospital services, the beneficiary was -
    - a. In the United States; or
    - b. In Canada traveling between Alaska and another State without unreasonable delay and by the most direct route.
    - c. The foreign hospital was closer to, or more accessible from, the site of the emergency than the nearest United States hospital equipped to deal with, and available to treat, the individual's illness or injury.
    - d. The conditions for payment for emergency services set forth in the Electronic Code of Federal Regulations (eCFR) are met.
    - e. The hospital is a hospital as defined in the eCFR, and is licensed, or approved as meeting the conditions for licensing, by the appropriate agency of the country in which it is located.
  - (2) As permitted under the State's approved Medicaid plan.

## VIII. Monthly Payments

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

- If you are a Medicaid participant or a participant who is eligible for both Medicare and Medicaid, you are not liable for any premiums, but if your monthly income exceeds the maximum allowed by Medicaid, you must pay to CenterLight Healthcare PACE each month an amount determined by Medicaid, through the Local Department of Social Services (LDSS), called the "spenddown (surplus)" 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	<ul style="list-style-type: none"> <li>• The spenddown (surplus), if any, paid to CenterLight Healthcare PACE, and</li> <li>• Your Medicare Parts A and/or B premiums paid to Medicare.</li> </ul>
Medicaid without Medicare coverage	The spenddown (surplus), if any, paid to CenterLight.
Medicare Parts A and/or B and Part D	<ul style="list-style-type: none"> <li>• An amount equal to the appropriate Medicaid capitation rate, plus an additional premium for Medicare prescription drug coverage paid to CenterLight Healthcare PACE, and</li> <li>• Your Medicare premiums for Parts A and/or B paid to Medicare.</li> </ul>

Service providers who provide care for you must have a written contractual agreement with CenterLight Healthcare PACE.

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

Other CenterLight Healthcare PACE 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.

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

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in CenterLight Healthcare PACE 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 Healthcare PACE 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 Healthcare PACE, 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**

**136-65 37th Ave.**

**Flushing, NY 11354**

If you do not make a required payment, CenterLight Healthcare PACE has the right to initiate involuntary disenrollment and terminate this Enrollment Agreement for nonpayment as described in Section V. 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 Healthcare PACE's rights of collection.

# Part C: Grievances and Appeals

## IX. Participant Grievance and Appeal Process

### A. The CenterLight Healthcare PACE Grievance and Appeal Policy

CenterLight Healthcare PACE 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 or your designated representative express dissatisfaction with CenterLight Healthcare PACE, and on an annual basis. CenterLight Healthcare PACE 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 Healthcare PACE Service Coordination Team at 1-833-CL-CARES (1-833-252-2737), Monday-Friday, 8AM through 8PM. TTY users should call 711.

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

**CenterLight Healthcare PACE**  
**Appeals and Grievances Department**  
**555 Albany Avenue**  
**Amityville, NY 11701**

CenterLight Healthcare PACE staff can explain the grievance process to you and help you to file a complaint if needed.

#### 2. Grievance Review

You or your designated representative 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 notify you if we need additional information in order to decide the grievance.

If an immediate resolution of the grievance (same day grievance) can be made, the resolution will be communicated verbally. When your grievance concerns a clinical matter, the reviewing staff shall include one or more health professionals.

### **3. Grievance Resolution**

If your grievance is regarding a home care complaint, we will send you a written decision within 15 days of receiving your grievance or let you know if we need more time to decide. All other grievances will be resolved within 30 days.

#### **C. Internal Appeal Process**

An "appeal" is a request made by the participant or designee for a review of an initial non-coverage or non-payment decision taken by the IDT, related to a service including denials, reductions, or termination of services.

You or your designated representative can submit your appeal in writing to:

**CenterLight Healthcare PACE**  
**Appeals and Grievances Department**  
**555 Albany Avenue**  
**Amityville, NY 11701**

An oral appeal can also be made by calling CenterLight Healthcare PACE at 1-833-CL-CARES (1-833-252-2737), Monday-Friday, 8AM through 8PM. TTY users should call 711. Appeal requests are accepted either orally or in writing within 60 calendar days of the of the written denial of services, notification of non-payment, termination, or reduction in services. If you believe that you have information that will help us to decide in your favor, you may present it in person as well as in writing.

The appeal review and decision is made by an appropriate third-party reviewer or committee. An appropriate third-party reviewer or member of a review committee must be an individual who meets all of the following:

- a. Appropriately credentialed in the field(s) or discipline(s) related to the appeal.
- b. Was not involved in the original action related to the SDR or request for payment.
- c. Does not have a stake in the outcome of the appeal.

During the appeals process, you can request that CenterLight Healthcare PACE 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.

CenterLight Healthcare PACE will respond within 72 hours of our receipt of your expedited appeal, or within 14 days thereafter if you request an extension, or if CenterLight Healthcare PACE can justify to the New York State Department of Health (NYSDOH) 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 calendar 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.

CenterLight Healthcare PACE will provide you with a written notice of the appeal decision and the reasons. If the appeal is resolved in your favor, CenterLight Healthcare PACE will provide or pay for the disputed service immediately. If your appeal is denied, you will be notified in writing of your additional appeal rights under Medicare or Medicaid.

## **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 can help you choose which appeal process to follow, as you may not use both processes.

### **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.

### **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. A written request for reconsideration must be filed with the independent review entity within 60 calendar days from the date of the decision by the third party reviewer. Contact 1-800-MEDICARE for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.

### **3. Private Pay**

If you are paying privately for CenterLight Healthcare PACE services, you may make a complaint to the NYSDOH 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.

# Part D: Participant Rights and Responsibilities

## X. Participant Rights and Responsibilities

### A. CenterLight Healthcare PACE PARTICIPANT BILL OF RIGHTS AND RESPONSIBILITIES

#### 1. Your Rights in the Programs of All-Inclusive Care for the Elderly

When you join a PACE program, you have certain rights and protections. CenterLight Healthcare, as your PACE program, must fully explain and provide your rights to you or someone acting on your behalf in a way you can understand at the time you join.

At CenterLight Healthcare PACE, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicare-covered items and services and Medicaid services, and other services determined to be necessary by the interdisciplinary team across all care settings, 24 hours a day, 7 days a week. Our staff seeks to affirm the dignity and worth of each participant by assuring the following rights:

#### **You have the right to be treated with respect.**

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

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

#### **You have a right to protection against discrimination.**

Discrimination is against the law. Every company or agency that works with Medicare and Medicaid must obey the law. They cannot discriminate against you because of your:

- Race
- Sex
- Ethnicity
- Mental or physical disability

- National Origin
- Religion
- Age
- Sexual Orientation
- Source of payment for your health care (For example, Medicare or Medicaid)

If you think you have been discriminated against for any of these reasons, contact a staff member at the PACE program to help you resolve your problem. If you have any questions, you can call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

**You have a right to information and assistance.**

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

- To have someone help you if you have a language or communication barrier so you can understand all information given to you.
- To have the PACE program interpret the information into your preferred language in a culturally competent manner, if your first language is not English and you can't speak English well enough to understand the information being given to you.
- To get marketing materials and PACE participant rights in English and in any other frequently used language in your community. You can also get these materials in Braille, if necessary.
- To have the enrollment agreement fully explained to you in a manner understood by you.
- To get a written copy of your rights from the PACE program. The PACE program must also post these rights in a public place in the PACE center where it is easy to see them.
- To be fully informed, in writing, of the services offered by the PACE program. This includes telling you which services are provided by contractors instead of the PACE staff. You must be given this information before you join, at the time you join, and when you need to make a choice about what services to receive.
- To be provided with a copy of individuals who provide care-related services not provided directly by CenterLight Healthcare PACE upon request.
- To look at, or get help to look at, the results of the most recent review of your PACE program. Federal and State agencies review all PACE programs. You also have a right to review how the PACE program plans to correct any problems that are found at inspection.

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

You have the right to choose a health care provider within the PACE program's network 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.

You have the right to have reasonable and timely access to specialists as indicated by your health condition. You also have the right to receive care across all care settings, up to and including placement in a long-term care facility when the PACE organization can no longer maintain you safely in the community.

**You have a right to access emergency services.**

You have the right to get emergency services when and where you need them without the PACE program's approval. A medical emergency is when you think your health is in serious danger— when every second counts. You may have a bad injury, sudden illness or an illness quickly getting much worse. You can get emergency care anywhere in the United States and you do not need to get permission from CenterLight Healthcare PACE prior to seeking emergency services.

**You have a right to participate in treatment decisions.**

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

- To have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, 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 the PACE program help you create an advance directive, if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

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

- You have the right to talk with health care providers in private and to have your personal health care information kept private and confidential, including health data that is collected and kept electronically, as protected under State and Federal laws.
- You have the right to look at and receive copies of your medical records and request amendments.
- You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.

There is a patient privacy rule that gives you more access to your own medical records and more control over how your personal health information is used. If you have any questions about this privacy rule, call the Office for Civil Rights at 1-800-368-1019. TTY users should call 1-800-537-7697.

## **You have a right to file a complaint, request additional services or make an appeal.**

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

- To a full explanation of the complaint process.
- To be encouraged and helped to freely explain your complaints to PACE staff and outside representatives of your choice. You must not be harmed in any way for telling someone your concerns. This includes being punished, threatened, or discriminated against.
- To contact 1-800-MEDICARE or 1-800-533-4227 for information and assistance, including to make a complaint related to the quality of care or the delivery of a service.

You have the right to request services from the PACE organization that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided. You also have the right to appeal any denial of a service or treatment decision by the PACE program, staff, or contractors.

## **You have a right to leave the program.**

If, for any reason, you do not feel that the PACE program is what you want, you have the right to leave the program at any time and have such disenrollment be effective the first day of the month following the date CenterLight Healthcare PACE receives the participant's notice of voluntary disenrollment.

Additional Help: If you have complaints about your PACE program, think your rights have been violated, or want to talk with someone outside your PACE program about your concerns, call 1-800-MEDICARE or 1-800-633-4227 to get the name and phone number of someone in your State Administering Agency.

## **2. Your Responsibilities**

As a participant of CenterLight Healthcare PACE, 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 Healthcare PACE.
- 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 Healthcare PACE in advance whenever you will not be home to receive services or care that have been arranged for you.
- Informing CenterLight Healthcare PACE 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 Healthcare PACE's instructions.
- Being responsible for paying your financial obligations.

## **B. CENTERLIGHT LICENSED HOME CARE AGENCY (LHCSA) HOME CARE BILL OF RIGHTS**

Patients receiving home care services 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, as evidenced by written documentation in the clinical record;
2. Be given a statement of the services available by CenterLight's LHCSA and related charges;
3. Be advised before care is initiated of the extent to which payment for services may be expected from any third party payors and the extent to which payment may be required from the patient;
4. CenterLight's LHCSA shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change;
5. All information required by this paragraph shall be provided to the patient both orally and in writing;
6. Be informed of all services CenterLight's LHCSA 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;
7. Participate in the planning of his or her care and be advised in advance of any changes to the plan of care;
8. Refuse care and treatment after being fully informed of and understanding the consequences of such actions;
9. Be informed of the procedures for submitting patient complaints;
10. Voice complaints and recommend changes in policies and services to CenterLight's LHCSA staff, the New York State Department of Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;
11. 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 CenterLight's LHCSA, to be informed of the procedure for filing such complaints, and to have CenterLight's LHCSA investigate such complaints in accordance with applicable regulations. CenterLight's LHCSA is also responsible for notifying the patient or his/her designee that if the patient is not satisfied by the response the patient may complain to the Department of Health's Office of Health Systems Management;
12. Be treated with consideration, respect and full recognition of his/her dignity and individuality;
13. Privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside CenterLight's LHCSA except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract; and
14. Refuse consent to advanced tasks performed by an advanced home health aide, in which case CenterLight's LHCSA shall provide for the performance of such tasks by a registered professional nurse.

*\*Based on Section 766.1, Home Care Patient Rights, <https://regs.health.ny.gov/content/section-7661-patient-rights>, effective date 12/12/2018.*

## **XI. Notice About Non-Discrimination**

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

CenterLight Healthcare PACE:

- 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 the CenterLight Healthcare PACE Service Coordination Team.

If you believe that CenterLight Healthcare PACE 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 Healthcare PACE Service Coordination Team, 136-65 37th Ave., Flushing, NY 11354, 1-833-CL-CARES (1-833-252-2737) (TTY 711) 8AM-8PM, Monday-Friday, fax 315-750-3337. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, CenterLight Healthcare PACE Service Coordination Team, 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).



# Part E: General Provisions and Definitions

## **XII. General Provisions**

### **Changes to Enrollment Agreement**

Upon 30 days written notice to you, CenterLight Healthcare PACE has the right to change the terms of this Enrollment Agreement. The change(s) will be effective as of the date indicated in the 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 Healthcare PACE may not assign this Enrollment Agreement except to an affiliate of CenterLight Healthcare PACE. Any assignment by CenterLight Healthcare PACE 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 Healthcare PACE  
PACE Service Coordination Team  
136-65 37th Ave.  
Flushing, NY 11354**

### **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 Healthcare PACE 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 Healthcare PACE directly to the CenterLight Healthcare PACE Contracting Provider.

**You do not have to pay for covered services that are authorized by CenterLight Healthcare PACE.**

**Payment for services that are not pre-approved by CenterLight Healthcare PACE will be your responsibility, and will not be paid for by CenterLight Healthcare PACE, except for emergency services (see Section VI).**

### **Entire Agreement**

This Enrollment Agreement constitutes the entire agreement between CenterLight Healthcare PACE and you with respect to the CenterLight Healthcare PACE 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 Healthcare PACE 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 Healthcare PACE. Except as expressly stated in this Enrollment Agreement, no person or entity other than you and CenterLight Healthcare PACE shall be entitled to bring any action against you or CenterLight Healthcare PACE in connection with this Enrollment Agreement.

### **Force Majeure**

CenterLight Healthcare PACE 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 Healthcare PACE will provide or arrange for covered services for such injury or sickness and you agree to protect CenterLight Healthcare PACE's lien rights against such third party.

If you can recover money from such third party for the cost of such covered services, CenterLight Healthcare PACE will be subrogated to you for the purpose of collecting the cost of these covered services. CenterLight Healthcare PACE 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 Healthcare PACE for CenterLight Healthcare PACE'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 Healthcare PACE.

### **Coordination of Benefits**

If you are covered under CenterLight Healthcare PACE 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 participant 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.

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.

### **Renewal Provisions**

Your coverage by CenterLight Healthcare PACE is continuous indefinitely (with no need for renewal). However, your coverage will be terminated if: (1) you fail to pay or fail to make satisfactory arrangements to pay any amount due CenterLight Healthcare PACE after the 30-day grace period, (2) you voluntarily disenroll (see page 6), or (3) you are involuntarily disenrolled due to one of the other conditions specified in pages 6 and 7.

If you choose to leave CenterLight Healthcare PACE (“disenroll voluntarily”), you may be re-enrolled. To be re-enrolled, you must reapply, meet the eligibility requirements and complete our assessment process. If you are disenrolled due to failure to pay the monthly fee, you can re-enroll simply by paying the monthly fee provided you make this payment before the end of the **30-day grace period**. In this case, you will be reinstated with no break in coverage.

### **XIII. Certain Definitions**

#### **CenterLight Healthcare PACE**

The PACE program operated by CenterLight Health System. References to CenterLight Healthcare PACE professionals or CenterLight Healthcare PACE staff include persons who furnish services through contractual arrangements and who are not employees of CenterLight Healthcare PACE. CenterLight Healthcare PACE 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 PACE program.

#### **CenterLight Healthcare PACE Contract Provider**

A hospital, health facility, health care professional, or other health care provider that has contracted with CenterLight Healthcare PACE to provide health and/or health-related services to CenterLight Healthcare PACE Participants.

#### **CenterLight Healthcare PACE Physician**

A physician who has an agreement with CenterLight Healthcare PACE or the CenterLight Healthcare PACE Diagnostic and Treatment Center to provide health services to CenterLight Healthcare PACE Participants.

#### **Covered Services**

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**

This means that based on the Uniform Assessment System (UAS) assessment conducted by the NYMC (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 Healthcare PACE, you may remain a Participant in CenterLight Healthcare PACE 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**

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

#### **Exclusions and Limitations**

Any service or benefit that is not included in this contract. You would have to pay for any such excluded services.

#### **Interdisciplinary Team (IDT) or Care Team**

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

#### **Long Term Services and Supports or (LTSS) include:**

- Care provided in the home, in community-based settings, or in facilities, such as nursing homes;
- Care for older adults and people with disabilities who need support because of age; physical, cognitive, developmental, or chronic health conditions; or other functional limitations that restrict their abilities to care for themselves; and
- A wide range of services to help people live more independently by assisting with personal and healthcare needs and activities of daily living.

### **Medically Necessary**

A service or item determined by CenterLight Healthcare PACE, 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.

### **Nursing Facility**

A residential health care facility licensed by the New York State Department of Health (NYSDOH).

### **Out-of-Area**

Any area beyond the CenterLight Healthcare PACE service area.

### **Participant**

A person who meets the CenterLight Healthcare PACE eligibility criteria and enters into this Enrollment Agreement with CenterLight Healthcare PACE. 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.

### **Plan of Care or Care Plan**

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

### **Private Duty Nursing Services**

Medically necessary continuous and skilled nursing care provided in a participant's home by properly licensed registered professional or licensed practical nurses.

### **Service Area**

The Bronx, Brooklyn, Manhattan, Queens, Staten Island, Westchester, Nassau and Western Suffolk counties.

### **Telehealth**

Uses electronic information and communication technologies by telehealth providers to deliver health care services, which include the evaluation, diagnosis, consultation, treatment, education, care management and/or self-management of a participant. Telehealth provider means: physician, physician assistant, dentist, nurse practitioner, registered professional nurse, podiatrist, optometrist, psychologist, social worker, speech-language pathologist, audiologist, certified diabetes educator, certified asthma educator, certified genetic counselor, hospital, home care agency, or hospice.

# Part F: Health Care Proxy

## XIV. Appointing Your Health Care Proxy In New York State

The New York Health Care Proxy Law allows you to appoint someone you trust – for example, a family member or close friend – to make health care decisions for you if you lose the ability to make decisions yourself. By appointing a health care proxy, you can make sure that health care providers follow your wishes. Your proxy can also decide how your wishes apply as your medical condition changes. Hospitals, doctors and other health care providers must follow your proxy's decisions as if they were your own. You may give the person you select as your health care proxy as little or as much authority as you want. You may allow your proxy to make all health care decisions or only certain ones. You may also give your proxy instructions that he or she has to follow. The Health Care Proxy form (a copy can be found on page 36) can also be used to document your wishes or instructions with regard to organ and/or tissue donation.

### About the Health Care Proxy Form

This is an important legal document. Before signing, you should understand the following facts:

1. This form gives the person you choose as your proxy the authority to make all health care decisions for you, including the decision to remove or provide life-sustaining treatment, unless you say otherwise in this form. "Health care" means any treatment, service or procedure to diagnose or treat your physical or mental condition.
2. Unless your proxy reasonably knows your wishes about artificial nutrition and hydration (nourishment and water provided by a feeding tube or intravenous line), he or she will not be allowed to refuse or consent to those measures for you.
3. Your proxy will start making decisions for you when your doctor determines that you are not able to make health care decisions for yourself.
4. You may write on this form examples of the types of treatments that you would not desire and/or those treatments that you want to make sure you receive. The instructions may be used to limit the decision-making power of the proxy. Your proxy must follow your instructions when making decisions for you.
5. You do not need a lawyer to fill out this form.
6. You may choose any adult (18 years of age or older), including a family member or close friend, to be your proxy. If you select a doctor as your proxy, he or she will have to choose between acting as your proxy or as your attending doctor because a doctor cannot do both at the same time. Also, if you are a patient or resident of a hospital, nursing home or mental hygiene facility, there are special restrictions about naming someone who works for that facility as your proxy. Ask staff at the facility to explain those restrictions.
7. Before appointing someone as your health care proxy, discuss it with him or her to make sure that he or she is willing to act as your proxy. Tell the person you choose that he or she will be your healthcare proxy. Discuss your health care wishes and this form with your proxy. Be sure to give him or her a signed copy. Your proxy cannot be sued for health care decisions made in good faith.
8. If you have named your spouse as your health care proxy and you later become divorced or legally separated, your former spouse can no longer be your proxy by law, unless you state otherwise. If you would like your former spouse to remain your proxy, you may note this on your current form and date it or complete a new form naming your former spouse.
9. Even though you have signed this form, you have the right to make health care decisions for yourself as long as you are able to do so, and treatment cannot be given to you or stopped if you object, nor will your proxy have any power to object.
10. You may cancel the authority given to your proxy by telling him or her or your health care provider verbally or in writing.
11. Appointing a health care proxy is voluntary. No one can require you to appoint one.
12. You may express your wishes or instructions regarding organ and/or tissue donation on this form.

## Frequently Asked Questions

### **Why should I choose a health care proxy?**

If you become unable, even temporarily, to make health care decisions, someone else must decide for you. Health care providers often look to family members for guidance. Family members may express what they think your wishes are related to a particular treatment. However, in New York State, only a health care proxy you appoint has the legal authority to make treatment decisions if you are unable to decide for yourself. Appointing an proxy lets you control your medical treatment by:

- Allowing your proxy to make health care decisions on your behalf as you would want them decided;
- Choosing one person to make health care decisions because you think that person would make the best decisions;
- Choosing one person to avoid conflict or confusion among family members and/or significant others.

You may also appoint an alternate proxy to take over if your first choice cannot make decisions for you.

### **Who can be a health care proxy?**

Anyone 18 years of age or older can be a health care proxy. The person you are appointing as your proxy or your alternate proxy cannot sign as a witness on your Health Care Proxy form. A person appointed as a CDPAS Personal Assistant (PA) cannot be a health care proxy (see Section VI).

### **How do I appoint a health care proxy?**

All competent adults, 18 years of age or older, can appoint a health care proxy by signing a form called a Health Care Proxy. You don't need a lawyer or a notary, just two adult witnesses. Your proxy cannot sign as a witness. You can use the form printed here, but you don't have to use this form.

### **When would my health care proxy begin to make health care decisions for me?**

Your health care proxy would begin to make health care decisions after your doctor decides that you are not able to make your own health care decisions. As long as you are able to make health care decisions for yourself, you will have the right to do so.

### **What decisions can my health care proxy make?**

Unless you limit your health care proxy's authority, your proxy will be able to make any health care decision that you could have made if you were able to decide for yourself. Your proxy can agree that you should receive treatment, choose among different treatments and decide that treatments should not be provided, in accordance with your wishes and interests. However, your proxy can only make decisions about artificial nutrition and hydration (nourishment and water provided by feeding tube or intravenous line) if he or she knows your wishes from what you have said or what you have written. The Health Care Proxy form does not give your proxy the power to make non-health care decisions for you, such as financial decisions.

### **How will my health care proxy make decisions?**

Your proxy must follow your wishes, as well as your moral and religious beliefs. You may write instructions on your Health Care Proxy form or simply discuss them with your proxy.

### **How will my health care proxy know my wishes?**

Having an open and frank discussion about your wishes with your health care proxy will put him or her in a better position to serve your interests. If your proxy does not know your wishes or beliefs, your proxy is legally required to act in your best interest. Because this is a major responsibility for the person you appoint as your health care proxy, you should have a discussion with the person about what types of treatments you would or would not want under different types of circumstances, such as:

- whether you would want life support initiated/continued/removed if you are in a permanent coma;
- whether you would want treatments initiated/continued/removed if you have a terminal illness;
- whether you would want artificial nutrition and hydration initiated/withheld or continued or withdrawn and under what types of circumstances.

**Can my health care proxy overrule my wishes or prior treatment instructions?**

No. Your proxy is obligated to make decisions based on your wishes . If you clearly expressed particular wishes, or gave particular treatment instructions, your proxy has a duty to follow those wishes or instructions unless he or she has a good faith basis for believing that your wishes changed or do not apply to the circumstances.

**Who will pay attention to my proxy?**

All hospitals, nursing homes, doctors and other health care providers are legally required to provide your health care proxy with the same information that would be provided to you and to honor the decisions by your proxy as if they were made by you. If a hospital or nursing home objects to some treatment options (such as removing certain treatment) they must tell you or your proxy BEFORE or upon admission, if reasonably possible.

**What if my health care proxy is not available when decisions must be made?**

You may appoint an alternate proxy to decide for you if your health care proxy is unavailable, unable or unwilling to act when decisions must be made. Otherwise, health care providers will make health care decisions for you that follow instructions you gave while you were still able to do so. Any instructions that you write on your Health Care Proxy form will guide health care providers under these circumstances.

**What if I change my mind?**

It is easy to cancel your Health Care Proxy, to change the person you have chosen as your health care proxy or to change any instructions or limitations you have included on the form. Simply fill out a new form. In addition, you may indicate that your Health Care Proxy expires on a specified date or if certain events occur.

Otherwise, the Health Care Proxy will be valid indefinitely . If you choose your spouse as your health care proxy or as your alternate, and you get divorced or legally separated, the appointment is automatically cancelled. However, if you would like your former spouse to remain your proxy, you may note this on your current form and date it or complete a new form naming your former spouse.

**Can my health care proxy be legally liable for decisions made on my behalf?**

No. Your health care proxy will not be liable for health care decisions made in good faith on your behalf. Also, he or she cannot be held liable for costs of your care, just because he or she is your proxy.

**Is a Health Care Proxy the same as a living will?**

No. A living will is a document that provides specific instructions about health care decisions . You may put such instructions on your HealthCare Proxy form. The Health Care Proxy allows you to choose someone you trust to make health care decisions on your behalf. Unlike a living will, a Health Care Proxy does not require that you know in advance all the decisions that may arise. Instead, your health care proxy can interpret your wishes as medical circumstances change and can make decisions you could not have known would have to be made.

**Where should I keep my Health Care Proxy form after it is signed?**

Give a copy to your proxy, your doctor, your attorney and any other family participants or close friends you want. Keep a copy in your wallet or purse or with other important papers, but not in a location where no one can access it, like a safe deposit box. Bring a copy if you are admitted to the hospital, even for minor surgery, or if you undergo outpatient surgery.



**May I use the Health Care Proxy form to express my wishes about organ and/or tissue donation?**

Yes. Use the optional organ and tissue donation section on the Health Care Proxy form and be sure to have the section witnessed by two people. You may specify that your organs and/or tissues be used for transplantation, research or educational purposes. Any limitation(s) associated with your wishes should be noted in this section of the proxy. Failure to include your wishes and instructions on your Health Care Proxy form will not be taken to mean that you do not want to be an organ and/or tissue donor.

**Can my health care proxy make decisions for me about organ and/or tissue donation?**

No. The power of a health care proxy to make health care decisions on your behalf ends upon your death. Noting your wishes on your Health Care Proxy form allows you to clearly state your wishes about organ and tissue donation.

**Who can consent to a donation if I choose not to state my wishes at this time?**

It is important to note your wishes about organ and/or tissue donation so that family members who will be approached about donation are aware of your wishes. However, New York Law provides a list of individuals who are authorized to consent to organ and/or tissue donation on your behalf. They are listed in order of priority: your spouse, a son or daughter 18 years of age or older, either of your parents, a brother or sister 18 years of age or older, a guardian appointed by a court prior to the your death, or any other legally authorized person.

**Health Care Proxy Instructions**

**Item (1)**

Write the name, home address, and telephone number of the person you are selecting as your proxy.

**Item (2)**

If you want to appoint an alternate proxy, write the name, home address, and telephone number of the person you are selecting as your alternate proxy.

**Item (3)**

Your Health Care Proxy will remain valid indefinitely unless you set an expiration date or condition for its expiration. This section is optional and should be filled in only if you want your Health Care Proxy to expire.

**Item (4)**

If you have special instructions for your proxy, write them here. Also, if you wish to limit your proxy's authority in any way, you may say so here or discuss them with your health care proxy. If you do not state any limitations, your proxy will be allowed to make all health care decisions that you could have made, including the decision to consent to or refuse life-sustaining treatment.

If you want to give your proxy broad authority, you may do so right on the form.

Simply write: I have discussed my wishes with my healthcare proxy and alternate and they know my wishes including those about artificial nutrition and hydration.

**If you wish to make more specific instructions, you could say:**

If I become terminally ill, I do/don't want to receive the following types of treatments...

If I am in a coma or have little conscious understanding, with no hope of recovery, then I do/don't want the following types of treatments:...

If I have brain damage or a brain disease that makes me unable to recognize people or speak and there is no hope that my condition will improve, I do/ don't want the following types of treatments:...

I have discussed with my proxy my wishes and I want my proxy to make all decisions about these measures.

**Examples of medical treatments about which you may wish to give your proxy special instructions are listed below. This is not a complete list:**

- artificial respiration
- artificial nutrition and hydration (nourishment and water provided by feeding tube)
- cardiopulmonary resuscitation (CPR)
- antipsychotic medication
- electric shock therapy
- antibiotics
- surgical procedures
- dialysis
- transplantation
- blood transfusions
- abortion
- sterilization

**Item (5)**

You must date and sign this Health Care Proxy form. If you are unable to sign yourself, you may direct someone else to sign in your presence. Be sure to include your address.

**Item (6)**

You may state wishes or instructions about organ and/or tissue donation on this form. A health care proxy cannot make a decision about organ and/or tissue donation because the proxy's authority ends upon your death. The law does provide for certain individuals in order of priority to consent to an organ and/or tissue donation on your behalf: your spouse, a son or daughter 18 years of age or older, either of your parents, a brother or sister 18 years of age or older, a guardian appointed by a court prior to your death, or any other legally authorized person.

**Item (7)**

Two witnesses 18 years of age or older must sign this Health Care Proxy form. The person who is appointed your proxy or alternate proxy cannot sign as a witness.

Participant Name: \_\_\_\_\_ Participant ID: \_\_\_\_\_

## HEALTH CARE PROXY

**(1)** I, \_\_\_\_\_

hereby appoint \_\_\_\_\_  
(name, home address and telephone number)

as my health care proxy to make any and all health care decisions for me, except to the extent that I state otherwise. This Proxy shall take effect only when and if I become unable to make my own health care decisions.

### **(2) Optional: Alternate proxy**

If the person I appoint is unable, unwilling or unavailable to act as my health care proxy, I hereby appoint

\_\_\_\_\_ as my health care proxy to make any and all health  
(name, home address and telephone number)

care decisions for me, except to the extent that I state otherwise.

### **(3) Unless I revoke it or state an expiration date or circumstances under which it will expire, this Proxy shall remain in effect indefinitely.**

(Optional: If you want this proxy form to expire, state the date or conditions here.) This proxy form shall expire (specify date or conditions):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **(4) Optional: I direct my health care proxy to make health care decisions according to my wishes and limitations, as he or she knows or as stated below.**

(If you want to limit your proxy's authority to make health care decisions for you or to give specific instructions, you may state your wishes or limitations here.) I direct my health care proxy to make health care decisions in accordance with the following limitations and/or instructions (attach additional pages as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant Name: \_\_\_\_\_ Participant ID: \_\_\_\_\_

In order for your proxy to make health care decisions for you about artificial nutrition and hydration (nourishment and water provided by feeding tube and intravenous line), your proxy must reasonably know your wishes. You can either tell your proxy what your wishes are or include them in this section. See instructions for sample language that you could use if you choose to include your wishes on this form, including your wishes about artificial nutrition and hydration.

**(5) Your Identification (please print)**

Your Name: \_\_\_\_\_

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Your Address: \_\_\_\_\_

**(6) Optional: Organ and/or Tissue Donation**

I hereby make an anatomical gift, to be effective upon my death, of: (check any that apply)

Any needed organs and/or tissues: \_\_\_\_\_

The following organs and/or tissues: \_\_\_\_\_

Limitations: \_\_\_\_\_

If you do not state your wishes or instructions about organ and/or tissue donation on this form, it will not be taken to mean that you do not wish to make a donation or prevent a person, who is otherwise authorized by law, to consent to a donation on your behalf.

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(7) Statement by Witnesses**

(Witnesses must be 18 years of age or older and cannot be the healthcare proxy or alternate.)

I declare that the person who signed this document is personally known to me and appears to be of sound mind and acting of his or her own free will. He or she signed (or asked another to sign for him or her) this document in my presence.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Witness 1: \_\_\_\_\_ Name of Witness 2: \_\_\_\_\_  
\_\_\_\_\_  
(print) (print)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## PART G. Signing On

### XV. CenterLight Healthcare PACE Enrollment Agreement Form

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ 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 Healthcare 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 Healthcare 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 Healthcare will be my sole service provider who guarantees access to services, but not to a specific provider.
- \_\_\_\_\_ (Initial here). I understand that enrollment in CenterLight Healthcare 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 Healthcare is considered a voluntary disenrollment from CenterLight Healthcare.
- I understand that if I am a Medicaid-only or private pay PACE participant and become eligible for Medicare after enrollment in CenterLight Healthcare, I will be disenrolled from CenterLight Healthcare if I elect to obtain Medicare coverage from plans other than CenterLight Healthcare.
- 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 Healthcare will be terminated.
- I understand that I may initiate disenrollment by contacting CenterLight Healthcare. Until the effective day of disenrollment, I must continue to receive health care from CenterLight Healthcare. I may not disenroll at a Social Security Office.
- I understand that as a participant of CenterLight Healthcare, 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 Healthcare 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 Healthcare 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 the previous page 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 Name of Participant or Legal Representative

\_\_\_\_\_  
Signature of Participant or Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Witness's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Staff Member

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Date

Effective date of enrollment as approved by state administering agency: \_\_\_\_\_  
Date



## Program of All-Inclusive Care for Adults 55+

### Keeping Up with the PACE of Aging

CenterLight Healthcare PACE 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 25 languages and dialects throughout our 12 facilities.

For additional information, visit us at [www.CenterLightHealthcare.org](http://www.CenterLightHealthcare.org) or call us at 1-833-CL-CARES (1-833-252-2737), 8AM – 8PM, Monday-Friday. TTY users should call 711. Representatives are available outside of regular office hours to ensure 24-hour access to care.

*Unless otherwise stated, source of definitions of services is the PACE Model Contract.  
Source: CMS Website: <https://www.cms.gov>*

*CenterLight Healthcare has an approved PACE contract with the Centers for Medicare and Medicaid Services (CMS) and NY State (NYS). Enrollment in CenterLight Healthcare PACE depends on renewal of its contract with CMS and NYS. Participants may be fully and personally liable for the cost of unauthorized or out-of-PACE program agreement services.*