



## *Medicaid Concierge Care Program Benefits*

We at the Legacy Elder Law Center (LELC) strive to forge solid, long-lasting relationships with our clients. As part of this commitment, we offer all of our clients the opportunity to enroll in our exclusive Medicaid Concierge Care Program (MCCP) to ensure that (i) you retain access to your lawyer and an ongoing attorney-client relationship, (ii) you remain informed of changes in the law that may affect you, and (iii) you are supported after your loved one's Medicaid application has been approved. Membership in the Medicaid Concierge Care Program entitles you to the following:

1. Assistance with one annual Medicaid benefits renewal application and intermediary services, as needed, between you and the Medicaid eligibility worker.
2. Manage ongoing “reasonable efforts to sell” strategy to include marketing, realtor/broker communication and preparation and assistance of execution of listing agreement extension(s), if applicable.
3. Analysis of financial statements to ensure and maintain eligibility.
4. On ongoing attorney-client relationship with the Legacy Elder Law Center and assurance that we will be unavailable to potential clients who may be adverse to you.
5. Notification of changes in the law that could affect your Legacy Elder Law Center created estate and asset protection plan.
6. Unlimited Complimentary telephone and email consultations with our staff regarding your loved one's ABD Medicaid benefits.
7. Complimentary telephone or in-person consultations to discuss options in the event of a family member becomes incapacitated, needs immediate long-term care assistance, or dies.
8. Ten (10) percent discount on all services provided by our firm. (Excluding any MCCP Renewal).
9. Unlimited Complimentary Notary services.
10. Unlimited participation in any Legacy Elder Law Center exclusive education programs that may be offered during your enrollment.

We believe the Medicaid Concierge Care Program is very important for the peace of mind and well-being of our valued clients. Your membership costs only \$2,500 per year—significantly less than you might pay for the Program's valuable services separately on an hourly basis. You will enjoy the peace of mind that comes with membership and knowing you will have the support you and your loved one need. Specific rights, terms, and conditions apply, as stated below.

Your rights, terms and conditions:

1. You may cancel your membership in the MCCP at any time with written notice and receive a refund of some or all of your advance fee deposit as provided herein.
2. The scope of LELC's representation of you hereunder is strictly limited to those services expressly set forth in Medicaid Concierge Care Program Benefits description.
3. You enroll in the MCCP by paying a refundable advance fee deposit of \$2,500 which will be held in our attorney trust account, in your name, until earned by us or refunded to you, as the case may be. Your MCCP membership will expire on the last day of the month that is twelve (12) months from the date of enrollment unless it is longer-extended or earlier-terminated as provided herein.
4. The fee for the services provided, and the associated the advance fee deposit, are specifically allocated to two distinct parts: (a) \$1,300 is a fixed fee in consideration of service benefits 1 through 3 as set forth in the Medicaid Concierge Care Program Benefits description (Medicaid Renewal Services), and (b) \$1,200 is for LELC's ongoing availability to Client and for benefits 4 through 10 as set forth in the Medicaid Concierge Care Program Benefits description (Ongoing Support Services),
5. We agree that LELC shall have earned the \$1,300 advance fee deposit allocated as the fixed fee for Medicaid Renewal Services upon filing of the first ABD Medicaid Renewal Application during the program period and that LELC shall be entitled to deduct the earned fixed fee from the funds held in your trust account.
6. Beginning on the last day of the month following the date of enrollment, we agree that LELC shall have earned 1/12<sup>th</sup> of the \$1,200 advance fee deposit allocated as the monthly fee for Ongoing Support Services, that that fee is reasonable, and that LELC shall be entitled to deduct the earned monthly installment from the funds held in your trust account.
7. You agree that LELC may terminate your MCCP representation at any time with written notice and you will receive a prorated refund of your advance fee deposit as provided herein.
8. If your enrollment is terminated for any reason, LELC shall refund to you the unearned portion of your advance fee deposit held in your trust account; provided, however, that you agree that LELC shall have earned as its fee a prorated portion of the then-current monthly installment for Ongoing Support Services calculated on a daily basis. You may ask for clarification on the fee arrangement and your right to terminate and receive a refund under this program at any time.
9. Additional costs incurred by the firm, such as recordation and filing fees, overnight delivery, accounting fees or expenses may be billed separately at our actual cost.
10. While the MCCP does not cover complimentary consultations for clients prosecuting Medicaid applications or Medicaid renewal applications on their own, we may agree to provide such services, or any other LELC service, under a separate, written representation agreement.
11. You authorize auto-renewal by your method of payment on the 10<sup>th</sup> day of the last month of your annual membership. You may cancel auto-renewal of your annual MCCP membership at any time at least one full business day before the date of your auto-renewal by sending a "Notice of Cancellation of Auto-Renewal" by email to [info@legacyelderlaw.com](mailto:info@legacyelderlaw.com).
12. While your right to terminate this representation and receive a refund, as provided herein, will never change, the other benefits, terms, and condition change at LELC's sole discretion upon written notice to you.
13. It is agreed that the Medicaid Renewal Service provided for herein is for one (1) renewal application. Client acknowledges that recent changes in federal law entitle your eligibility worker to require an interim confirmation of eligibility. Provided that Client remains enrolled in the MCCP, Client shall be entitled to engage LELC for a second application/verification under the same terms and conditions and at the same fixed fee, with the payment of another \$1,300 advance fee deposit to LELC.