

## Senior Call Check and Notification Program- Description, Limitations, Requirements, and Disclaimers

### Terms of Agreement

#### 1. Program Description and Limitations.

a. General Program Description. The Senior Call Check Service and Notification Program is a call check service and notification service provided by the Maryland Department of Aging (“Department”), through a contractor, for Marylanders 65 or older (hereinafter “Program” or “Senior Call Check,” which includes any contractors procured to operate all or parts of the Program).

This Section 1(a) provides a general description of the Program. For more detailed information about how the Program works, see Section 1(b) below. For the rules and standards that you must meet in order to participate in the program, see Section 2(b) below.

The Program will provide a daily call, during the same one hour time period every day, to a qualified participant in the Program (“Participant”). These will be automated calls. If no one answers any of those calls, the Program will call an alternate contact person who has been selected by the Participant (“Alternate Contact Person”).

The Department has engaged a contractor to implement the Program (the “Program’s Contractor”). If an applicant or Participant does not have a person willing and able to serve as an Alternate Contact Person, the Program’s Contractor can serve as a limited alternate backup instead (“Limited Alternate”). However, the Limited Alternate cannot do everything that an Alternate Contact Person can do, as explained in Section 2(b)(i)(2) below.

If the Program is unable to contact a Participant or leave a message with the Participant’s Alternate Contact Person, the Program will notify the participant’s local nonemergency service.

The Program’s Contractor may provide automated telephonic “notifications” in the form of public service announcements related to emergency conditions. These campaigns will be separate from the daily call process.

#### b. Daily Call Process:

1. Seven (7) days a week within a 1 hour window, the Program’s Contractor will place an automated call to each enrolled Participant. (The daily call will not be made if the Participant has set a vacation or medical pause in accordance with Section 2(b)(vi) below.)

2. Participants will be able to choose one of the following call windows: a. 8a.m. – 9 a.m., b. 9a.m.– 10 a.m. c.2p.m. – 3 p.m., or d.3p.m. – 4 p.m.

3. If someone answers the Participant’s phone and pushes any number button (to signify they have received the message) when the daily call is made, the call will be deemed a successful contact. For all other outcomes, the number will automatically be called again by the Program’s Contractor up to two more times (for a potential of three automated calls) within the same hourly window requested (but spread out over approximately equal time frames of the remaining hour) in an effort to complete a call to the Participant’s telephone.

4. If the Participant has selected an Alternate Contact Person and thus is not using the Limited Alternate, then for all calls that reach three failed attempts (no live answer and number button selected), the Program's Contractor will place up to 2 automated calls to the Alternate Contact Person to notify the Alternate Contact Person of the non-answer. If someone answers the Alternate Contact Person's phone, or if a voice mail message is able to be left for the Alternate Contact Person, the call will be deemed a successful contact. If there no successful contact with either the Participant or the Alternate Contact Person, see Section 1(b)(6) below.

5. If the Participant has not selected an Alternate Contact Person and thus is using the Limited Alternate, then for all Participant calls that reach three failed attempts (no live answer and number button selected), the Limited Alternate, which is the Program's Contractor, will (starting two hours after the last failed attempt) make up to two additional live calls to the Participant, at least one hour apart, to attempt to make contact with the Participant (live answer only). If the Limited Alternate makes live contact, the call will be deemed a successful contact.

6. If the Participant has selected an Alternate Contact Person and thus is not using the Limited Alternate, then each day that the Participant is not contacted (no live answer and number button selected) and the Alternate Contact Person has not been reached (no live answer, no voice mail left) after the automated attempts, the Program's Contractor will place a live call to the Participant. If the live call does not contact someone at the Participant's phone number (no live answer), then a live call will be placed to the Alternate Contact Person.

7. Except as provided in Section 1(b)(8) below, if the live attempts of Sections 1(b)(5) or 1(b)(6) above, as applicable, fail (for the Participant, no live answer; for the Alternate Contact Person, no live answer, no voice mail left), the Program's Contractor will notify the participants local nonemergency service.

8. When a Participant initially enrolls, the Program will not notify the local nonemergency service until the Participant becomes acclimated to responding to the daily call.

c. Program Limitations. As explained above, the Program's services are free, but limited. The Program is not a substitute for a duress signal, panic switch, and medical or life alert system. The Program is not a service you can call if you are having trouble. If you are in distress, call 911, not Senior Call Check. The Program does not guarantee that your local law enforcement agency will check on a Participant or that any welfare check will be made in a timely fashion. Law enforcement resources are limited.

## 2. Program Requirements.

a. Applying for the Program. A Maryland resident 65 or older may apply to be a Participant in the Program (hereinafter "Applicant"). Each person must apply on his or her own behalf. One person may not apply on behalf of another person. An Applicant must provide certain information to the Program and agree to abide by the conditions described in this document in order of be enrolled as a Participant. The information that must be supplied is: 1) the Applicant's first and last name, 2) the Applicant's county of residence and address, 3) the Applicant's telephone number that will be used to receive and respond to the daily Senior Call Check telephone call, 4) the Applicant's year of birth, 5) the name and telephone number of one Alternate Contact Person if available, and 6) which time slot, 8 a.m. – 9 a.m., 9 a.m. – 10 a.m., 2 p.m.-3 p.m., or 3 p.m.- 4 p.m., that the Applicant will be available to receive and respond to the

daily Senior Call Check telephone call. If an Applicant does not supply the required information, he or she may not be a Participant in the Program.

Additional optional information will be asked of the Applicant during the verification process conducted by the Program. This additional information will only be provided to your local nonemergency services to assist them. The optional information would include facts that could be of assistance in an emergency such as vehicle information, notable health conditions, and who may have a key to the participants residence.

All personally identifiable information provided is protected from disclosure under the Public Information Act by COMAR 32.01.02.13.

If an application is denied for any reason, the Applicant will be informed why. If an application is accepted, the Applicant will be enrolled as a Participant and informed when the daily call checks will begin.

b. Rules and Standards of the Program. In order to participate in the Program, an Applicant or Participant must comply with and agree to certain rules and standards.

(i) Alternate Contact Person Versus Limited Alternate.

1. Alternate Contact Person. A Participant should have one Alternate Contact Person who is willing to serve in that role, such as a family member, friend, or neighbor. The Program cannot and does not guarantee that the Alternate Contact Person will take appropriate action if contacted. Therefore, the Participant should choose his or her Alternate Contact Person carefully. All Alternate Contact Persons must maintain suitable and reliable telephone service. The telephone number of an Alternate Contract Person registered with the Program may not block calls coming from the Program's number(s). Participant represents that Alternate Contact Persons have agreed to act as an alternate contact.

2. Limited Alternate. If an Applicant has no one willing and able to serve as an Alternate Contract Person, the Applicant may choose instead to have the Program's Contractor serve instead as the limited alternate backup, i.e., the Limited Alternate. The Limited Alternate will simply make additional calls to a participant's telephone. The Limited Alternate cannot do the things that an Alternate Contact Person can do. For example, the Limited Alternate will not be able to send someone to check on you, call a neighbor or another person on your behalf, or do any of the other things a proper Alternate Contract Person could do.

(ii) Informing Household Members. Participant agrees to instruct all members of Participant's household, if any, about the Program and the Program's rules and standards.

(iii) Telephone Service. A Participant and the Participant's Alternate Contact Person must maintain suitable and reliable telephone service. A suitable and reliable telephone service may not block calls coming from the Program's number(s). (In other words, using "robo-call" blockers may disqualify a person from participation in the Program.) Landline or cell phone service is acceptable as long as the service is connected at a 90% rate at the time of the daily call.

(iv) Provide Accurate Information and Update Continuously. An Applicant must provide accurate information in the application. Once enrolled in the Program, a Participant must update that information with the Program continuously by notifying the Program at 1-866-502-0560. Participant

thus agrees to promptly update the Program with any changes to such information, and takes sole responsibility to do so. Participant acknowledges that updates may not become effective until three business days after Participant delivers those updates to the Program. Participant has the right to inspect, amend, or correct any information the Program maintains concerning Participant.

(v) Consent to Distribution of Information and recording. Participant provides the Program with information for the purpose of providing the Program's service. Participant agrees that the Program, Alternate Contact Person(s), the Program's Contractor (whether or not in the capacity as the Limited Alternate), and local nonemergency services, if contacted in accordance with these rules and standards, may receive information provided by Participant to the Program. Participant acknowledges that telephonic communications between Participant and the Program may be recorded, and Participant consents to such recording.

(vi) Temporary Suspension for Vacation or Medical Reasons. If Participant wants to suspend the call service temporarily for vacation or medical reasons, Participant must notify the Program at 1-866-502-0560 at least 2 business days in advance. (However, the Program's Contractor shall make every effort to accommodate participants who provide less than 2 days' notice.) Participants will be able to suspend the call service temporarily for up to 30 consecutive days for vacation or medical reasons. For suspensions of more than 30 consecutive days, a person will have to dis-enroll and then re-enroll when they return.

(vii) Term & Termination. Participant, or Participant's legal representative, may dis-enroll Participant from the Program at any time by providing notice to the Program. It may take up to seven days to confirm and process a disenrollment request. The Program may terminate a Participant's enrollment for misuse or abuse of the service or failure to follow the written rules and standards of the Program. Participant agrees to use the Program according to these written rules and standards and any others provided to Participant. Failure to comply may endanger Participant unnecessarily or result in disenrollment.

### 3. Program Disclaimers.

#### a. Limited Responsibilities.

Participant agrees that the Program and its contractors may rely absolutely on the statements of Participant, Alternate Contact Person, or any person who answers Participant's or an Alternate Contact Person's telephone. Participant understands and acknowledges that: (a) the Program is not responsible for the promptness, sufficiency, or adequacy of the action of any Alternate Contact Person; (b) the Program in no way represents or guarantees that Alternate Contact Person can be contacted, can or will respond to contact, or that any response will be safe or effective; (c) the Alternate Contact Person has been designated by the Participant and is not an agent or other representative of the Program; and (d) the Program will not send any of its personnel to Participant's residence or other premises even if Participant claims he or she needs immediate assistance.

If someone answers Participant's daily call, the Program has no responsibility to take further action. Program's only responsibility is to make the calls described above in Section 1.

b. Program Not an Insurer. Participant understands and acknowledges that the Program is not an insurer. The Program does not guarantee that no loss or injury will occur.

c. False Alarms. The Program shall have no liability for false alarms or false alarm fines. Whether a false alarm or otherwise, the Program shall have no liability for any police response, any personal injury or damage to personal or real property caused by police response to an alarm, or the refusal of the police to respond.

d. Telephone Signal Unavailable. Participant acknowledges that the Program sends its signals using standard telephone company lines or cell tower services that are wholly beyond the control of the Program. IN THE EVENT TELEPHONE OR CELL SERVICE IS OUT OF ORDER OR DISCONNECTED, THE PROGRAM WILL NOT WORK. Participant also acknowledges that to the extent his or her telephone service depends on electrical service, disruption of electrical service will also prevent the Program from working. Participant acknowledges and understands that the use of cellular-based and/or mobile devices includes additional risks associated with the quality and reliability of cellular signals and cellular service. Cellular communications are affected by a number of factors outside the control of the Program and may be impaired or blocked by building materials, the weather, surrounding terrain, battery life, signal strength, cellular network traffic, cellular tower conditions, and so on. The Program is not responsible for interruptions in service due to failure by any third party providers.

e. Program's Right to Contract Services. Participant acknowledges that the Program is authorized and permitted to contract out any services to be provided by the Program to third parties who may be independent of the Program, and that the Program shall not be liable for any loss, damage, or injury sustained by Participant by reason of any cause whatsoever caused by the negligence of such third parties.

You acknowledge that you have read and understood this document, entitled Senior Call Check Service and Notification Program Description and Limitations, Requirements, and Disclaimers, and that you agree to comply with the Program's requirements.