ON LOK®
where seniors embrace life

PACE

Member Enrollment Agreement

Terms and Conditions

1-888-996-6565
TTY: 711
www.onlok.org/PACE
8:00am – 4:30pm
Monday – Friday

H5403_2020_006

Member Enrollment Agreement

Terms and Conditions
Effective October 1, 2020

Combined Evidence of Coverage and Disclosure Form

On Lok PACE
1333 Bush Street
San Francisco, CA 94109

Telephone: 415-292-8888
TTY: 711

www.onlok.org/PACE

Hours of Operation:
Monday - Friday, 8:00 a.m. - 4:30 p.m.

H5403_2020_006

THIS BOOKLET BELONGS TO: _____

PACE CENTER: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

PROGRAM MANAGER: _____

PRIMARY CARE PROVIDER: _____

SOCIAL WORKER: _____

FOR 24-HOUR EMERGENCY SERVICES

ON-CALL PHYSICIAN: _____

IN AN EMERGENCY: CALL 9-1-1

Discrimination is Against the Law

On Lok PACE complies with applicable federal and state civil rights laws and does not discriminate on the basis of race, ethnicity, color, national origin, ancestry, religion, sex, age, sexual orientation, marital status, registered domestic partner status, military status, mental or physical disability, medical condition, genetic information, or source of payment. On Lok PACE does not exclude people or treat them differently because of race, ethnicity, color, national origin, ancestry, religion, sex, age, sexual orientation, marital status, registered domestic partner status, military status, mental or physical disability, medical condition, genetic information, or source of payment.

Specifically, On Lok 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 On Lok Health Plan Services Department at 1-888-996-6565 (TTY: 711), fax at 415-292-8745, or email at memberservices@onlok.org.

If you believe that On Lok PACE has failed to provide these services or discriminated in another way on the basis of race, ethnicity, color, national origin, ancestry, religion, sex, age, sexual orientation, marital status, registered domestic partner status, military status, mental or physical disability, medical condition, genetic information, or source of payment, you can file a grievance with: On Lok Health Plan Services Department, 1333 Bush Street, San Francisco, California 94109, 1-888-996-6565 (TTY: 711), fax at 415-292-8745, or email at memberservices@onlok.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, any On Lok PACE staff member or the On Lok Health Plan Services Department 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, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

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

Language Assistance

English	ATTENTION: If you speak [insert language], language assistance services, free of charge, are available to you. Call 1-888-996-6565 (TTY: 711).
Spanish	ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-996-6565 (TTY: 711).
Chinese	注意：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 1-888-996-6565 (TTY：711) 。
Vietnamese	CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-996-6565 (TTY: 711).
Tagalog	PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-996-6565 (TTY: 711).
Korean	주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-996-6565 (TTY: 711) 번으로 전화해 주십시오.
Armenian	ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական աջակցության ծառայություններ: Զանգահարեք 1-888-996-6565 (TTY (հեռատիպ)՝ 711):
Persian/ Farsi	**توجه**: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-996-6565 (TTY: 711) تماس بگیرید.
Russian	ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-996-6565 (телетайп: 711).
Japanese	注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-996-6565 (TTY: 711) まで、お電話にてご連絡ください。
Arabic	ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-996-6565 (رقم هاتف الصم والبكم: 711).
Punjabi	ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-996-6565 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।
Mon-Khmer/ Cambodian	ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្នួល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-888-996-6565 (TTY: 711)។
Hmong	LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-888-996-6565 (TTY: 711).
Hindi	ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-888-996-6565 (TTY: 711) पर कॉल करें।
Thai	เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-996-6565 (TTY: 711).

Table of Contents

Chapter One
Welcome to On Lok PACE

On Lok PACE is a combined health care services plan and PACE program, designed just for people age 55 and older who have ongoing, complex health care needs. We would be very pleased to welcome you as a **Member**. Since we enroll only individuals, dependents are not covered when you enroll.

Please keep this booklet. If you decide to enroll in our plan, your signed copy of the On Lok PACE Enrollment Agreement form along with these terms and conditions will be your Enrollment Agreement, a legally binding contract between you and On Lok PACE with respect to your membership in the On Lok PACE plan ("the Plan"). This document also serves as the Combined Evidence of Coverage and Disclosure Form that you are entitled to receive under the Knox-Keene Health Care Service Plan Act.

This document should be read carefully and completely. Individuals with special health care needs should read carefully those sections that apply to them. You can find a Uniform Health Plan Benefits and Coverage Matrix containing the Plan's major provisions at the end of this chapter. On Lok PACE has an agreement with the Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services (DHCS) that is subject to renewal on a periodic basis. If the agreements are not renewed, the program will be terminated.

If you would like additional information about On Lok PACE plan benefits, please feel free to contact us at 1-888-996-6565 (TTY: 711). In this agreement, On Lok PACE is sometimes called "we" and you are sometimes called the "Member" or "Participant." *Some of the terms used in this document may not be familiar to you. Please refer to the "Definitions" section in the back (Chapter Thirteen) for explanations of various terms used.*

Our philosophy at On Lok PACE is to help you remain as independent as possible, living in your own community and home. We offer a complete program of health and health-related services and focus on preventive measures to maintain your well-being.

On Lok has been a health care leader since the early 1970s. We began as one of the first adult day health programs in the country and now provide a comprehensive health plan exclusively for older individuals in need of long-term care and medical services. On Lok PACE is the model for the "Program of All-inclusive Care for the Elderly," or PACE. In August 1997, PACE became a permanent part of the Medicare program.

One unique feature of On Lok PACE is our personal approach to health care and services. We make sure that you, your loved ones, and our health care staff know each other well, so we can work together effectively on your behalf. We do not want to replace the care of your family and friends. Rather, we hope to collaborate with you, your family, and your friends to provide the care you need. Your suggestions and comments are always encouraged and welcomed.

To treat the multiple chronic health problems of our Members, our health care professionals assess and evaluate changes, provide timely intervention, and encourage Members to help themselves. Based on your needs, we will provide medical; nursing and nutrition services; rehabilitation therapy; in-home services and training; pharmaceuticals; podiatry; audiology; vision, dental, and mental health services; and any other service approved by the Interdisciplinary Team. On an inpatient basis, we provide acute and skilled nursing care in contracted facilities. *(See Chapter Four for a more detailed description of covered benefits.)*

Please examine this Enrollment Agreement carefully. Enrollment in On Lok PACE is voluntary. If you are not interested in enrolling in our program, you may return the Enrollment Agreement to us without signing it. If you do sign the Enrollment Agreement and enroll with us, your benefits under On Lok PACE will continue indefinitely unless you choose to disenroll from the program or you no longer meet the conditions of enrollment. *(See Chapter Ten for information on termination of benefits.)*

Upon signing and enrolling in On Lok PACE, you will receive the following items:

- A copy of the Enrollment Agreement.
- A copy of the On Lok PACE Member Enrollment Agreement Terms and Conditions (this document).
- An On Lok PACE membership card.
- A sticker with our emergency telephone numbers to post in your home.

Binding Neutral Arbitration

If we cannot reach an agreement, an arbitration process known as “binding neutral arbitration” will be used to settle the dispute, disagreement, or claim you may have with respect to the benefits or care provided by On Lok PACE.

While under On Lok PACE care, you agree that except for disputes subject to a Medicare appeal procedure described in this booklet, any dispute, disagreement, or claim that you have with On Lok PACE, including any dispute as to medical malpractice (that is, as to whether any medical services rendered under this agreement were unnecessary or unauthorized or were improperly or negligently or incompetently rendered), will be determined by submission to arbitration as provided

by California law, and not by a lawsuit or resort to a court proceeding, except as California law provides for judicial review of arbitration proceedings.

Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead, are accepting the use of arbitration. *(For more detail, see Chapter Twelve, under "Arbitration.")*

Uniform Health Plan Benefits and Coverage Matrix

THE FOLLOWING MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. PLEASE READ THIS ENTIRE BOOKLET, WHICH CONSTITUTES YOUR EVIDENCE OF COVERAGE AND ENROLLMENT AGREEMENT, FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

There are no copayments for PACE services. Services must be either pre-approved or obtained from specified doctors, hospitals, pharmacies, and other health care providers who contract with On Lok PACE. However, prior authorization is never required for emergency, preventive, or sensitive services. All On Lok PACE Participants may receive emergency, preventive, and sensitive services as needed. *Please refer to Chapter Four, Principal Benefits and Coverage.*

CATEGORY	SERVICES & LIMITATIONS
Deductibles	None
Lifetime Maximums	None
Professional Services	• Physician services, including primary care providers and medical specialists, routine physicals, preventive health evaluation and care, sensitive services, outpatient surgical services, and outpatient mental health. • Basic dental coverage (routine, preventive services including exam, X-rays, and cleanings). Cosmetic dentistry is not included. • Vision care. Prescription eyeglasses and corrective lenses after cataract surgery. • Audiology services. Hearing exams and hearing aids. • Routine podiatry. • Medical social services/case management. • Rehabilitation therapy. Includes physical, occupational, and speech therapies.

CATEGORY	SERVICES & LIMITATIONS
Outpatient Service	Coverage for surgical services, mental health, diagnostic X-ray, and laboratory service.
Hospitalization Services	Coverage for semi-private room and board and all medically necessary services, including general medical and nursing services, psychiatric services, operating room fees, diagnostic or therapeutic services, laboratory services, X-rays, dressings, casts, anesthesia, blood and blood products, drugs, and biologicals. Not covered are private rooms or private duty nursing, unless medically necessary, and non-medical items.
Emergency Health Coverage	Coverage for emergency services. On Lok PACE does not cover emergency services outside the United States and its territories except for emergency services requiring hospitalization in Canada or Mexico.
Ambulance Services	
Prescription Drug Coverage	Coverage for medications when prescribed by a physician.
Durable Medical Equipment	
Mental Health Services	
Chemical Dependency Services	
Home Health Services	
Skilled Nursing Facility Services	Medicare covered skilled nursing facility. Coverage provided for semi-private rooms only.
Long-Term Services and Supports	• Home care services. • Day center services (including nutrition, hot meals, escort, and transportation). • Nursing home care.
Other	• Necessary materials, supplies, and services for management of diabetes mellitus. • End of life care.

Please note: All services and benefits are determined through the plan of care (or treatment plan) at the discretion of the Interdisciplinary Team.

Chapter Two
Special Features of On Lok PACE

Our health care services plan has several unique features:

1. Expertise in Caring

Since 1972, On Lok has specialized in caring for older people with serious health problems. Our successful approach focuses on developing customized care plans addressing specific health and health-related issues for each Member. Our dedicated, highly skilled providers both plan and provide care, so the care you receive is comprehensive and coordinated.

2. The Interdisciplinary Team

Your care is planned and provided by a team of specialists, working together with you. Your team includes a primary care provider (a physician and possibly a nurse practitioner), a registered nurse, a home care coordinator, a social worker, a physical therapist, an occupational therapist, an activity therapist, a dietitian, and others who assist you, such as personal care aides and drivers of our vans. Each team member's special expertise is employed to assess your medical, functional, and psychosocial status and develop a care plan which identifies the services needed. Many of the services are provided and monitored by this team and facilitated by a program manager. All services you receive must be authorized by your primary care provider or other qualified clinical professionals on the team. Periodic reassessment of your needs will be done by the team and changes in your care plan may occur. Other staff may be called upon if necessary. Together they create a plan of care just for you.

3. Service Area

Our service area includes San Francisco County, Santa Clara County, and the cities of Fremont, Newark, and Union City in Alameda County. We are able to serve you if you live anywhere in our service area and if you meet the other eligibility requirements. If you move out of our service area, you will be disenrolled from our program.

4. Facilities

You probably will receive many of your health care services in one of our PACE centers—where your team will be. Our PACE centers include primary care clinics and adult day health care centers with space for activities, meals, and social services.

Our teams and PACE centers are located at the following addresses:

San Francisco County

30th Street Center	225 30th Street, San Francisco
Gee Center	1333 Bush Street, San Francisco
IOA Center	3575 Geary Boulevard, San Francisco
Powell Center	1441 Powell Street, San Francisco

Santa Clara County

San Jose Center	299 Stockton Avenue, San Jose
East San Jose Center	130 North Jackson Avenue, San Jose

Alameda County

Peralta Center	3683 Peralta Boulevard, Fremont

In addition to our PACE centers, you may also receive services at other locations, called alternative care settings. These settings may be located closer to your home or have specialized services to meet your needs. Alternative care settings are not PACE centers. They offer a more limited set of services than PACE centers. If you attend such a care setting, our team will still be responsible for assessing your care needs and coordinating and directly providing your care.

A number of factors including your preference, your home location, your special needs, the capabilities of our teams, and the availability of transportation and space will determine where you will go. If you need transportation to come to the center, we will provide it. How often you will come to the center will depend upon your care plan.

We offer you access to medical care through our primary care providers on a 24-hour basis throughout 365 days of the year.

5. Choice of Physicians and Providers

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED. Because care is provided at On Lok PACE through an Interdisciplinary Team, the primary care provider you choose will be a member of your Interdisciplinary Team. You will also be assigned the other providers on the team. Your primary care provider will be responsible for all of your primary health care needs and, with the help of the rest of your Interdisciplinary Team, will arrange for other medical services that you may need. (Some Members also have a nurse practitioner, who manages primary medical needs in consultation with an On Lok PACE physician.) Members have the option to seek gynecological physician services directly from a participating gynecologist.

When necessary, services may be provided in your home, a hospital, a nursing home, or other settings. We have contracts with medical specialists (such as cardiologists, urologists, and orthopedists), pharmacies, laboratories, and X-ray services, as well as with hospitals and nursing homes. Should you need such care, your team will continue working with you to monitor these services, your health, and your ongoing needs.

If you wish to have the names, locations, and hours of our contracting hospitals, nursing homes, and other providers, you may request this information from the On Lok Provider Services Department by calling 415-292-8888 (TTY: 711).

6. Authorization and Management of Care

You will get to know each member of your team very well, and they will all work closely with you to help you remain as healthy and independent as possible. Before you can receive—or stop receiving—most services from On Lok PACE, the professionals on your team must approve the service. However, prior authorization is never required for emergency, preventive, or sensitive services.

At least every six months—more frequently if you are have changes to your health care needs—your team will assess your needs and adjust services if necessary. You and/or your family may also request an assessment. Your input and that of your family is necessary in this process. If your situation changes at any time, the team will adjust your services based on your changing needs and their clinical judgment.

7. Medicare/Medi-Cal Relationship

The benefits under this Enrollment Agreement are made possible through an

agreement On Lok PACE has with Medicare (the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services) and Medi-Cal (the California Department of Health Care Services). When you sign this Enrollment Agreement, you are agreeing to accept benefits from On Lok PACE in place of the usual Medicare and Medi-Cal benefits. On Lok PACE will provide services based on your needs (as determined by your primary care provider and the Interdisciplinary Team)—essentially the same benefits to which you are entitled under Medicare and Medi-Cal, plus more.

For additional information concerning Medicare-covered benefits, contact the Health Insurance Counseling and Advocacy Program (HICAP). HICAP provides health insurance counseling for California senior citizens. Call the HICAP toll-free telephone number, 1-800-434-0222, for a referral to your local HICAP office. HICAP is a service provided free of charge by the State of California.

8. No Pre-set Limits to Care

We are committed to providing you with appropriate care, and we have no pre-set limits to service. For example, there is no restriction to the number of hospital or nursing home days that are covered if your On Lok PACE primary care provider determines these are medically necessary. In-home care is authorized and provided to you on a frequency and duration based on the evaluation of your needs by the team's clinical experts.

9. "Lock-in" Provision

Once enrolled with On Lok PACE, we will be your sole service provider and you agree to receive services ***exclusively*** from our organization, except in the case of an emergency, urgent care (including but not limited to renal dialysis services), sensitive services, and post-stabilization care covered out of network. You will have access to the care you need through our staff or through arrangements that On Lok PACE makes with contract providers, but **you will no longer be able to obtain services from other physicians or medical providers under the traditional fee-for-service Medicare and Medi-Cal system.** Enrollment in On Lok PACE results in disenrollment from any other Medicare or Medi-Cal pre-payment plan or optional benefit.

Electing enrollment in any other Medicare or Medi-Cal pre-payment plan or optional benefit, including the hospice benefit from the Medicare program, after enrolling in On Lok PACE is considered a voluntary disenrollment. (Please note that any services you use before your effective date of enrollment will not be paid for by On Lok PACE unless these are specifically authorized.)

Chapter Three
Eligibility

You are eligible to enroll in On Lok PACE if you:

- Live in San Francisco County, Santa Clara County, or the cities of Fremont, Newark, or Union City in Alameda County.

- Are 55 years of age or older.

- Require the State's nursing facility level of care, as assessed by our Interdisciplinary Team. SNF means "Skilled Nursing Facility," a level-of-care designation of the need for continuous 24-hour availability of skilled nursing. ICF means "Intermediate Care Facility," a level-of-care designation of the need for 24-hour supervised care by non-skilled personnel and general availability of skilled nursing care during the day on weekdays.

- Are able to live in the community without jeopardizing the health and safety of yourself and others.

You must also be:

- Certified by the California Department of Health Care Services as having met these level-of-care requirements. Because On Lok PACE serves only older individuals who meet the California Department of Health Care Services' level-of-care requirements for coverage of nursing facility services, an outside review must confirm that your health situation, in fact, qualifies you for our care.

- The California Department of Health Care Services provides this review before you sign the On Lok PACE Enrollment Agreement based on a review of the documents prepared by the members of the Interdisciplinary Team who have assessed your health.

Chapter Four
Principal Benefits and Coverage

Please see Chapter Five to learn how to receive care if you have a medical emergency or other urgent need for care.

What Do I Do If I Need Care?

All you need to do is call your center as listed on the inside front cover of this booklet at any time.

Our Plan serves only older people who need ongoing care. We provide you with easy access to a whole array of professionals and health care services. Upon enrollment, you will know who your primary care provider is, as well as the center where you will receive many of the services you need (and where the other members of your Interdisciplinary Team will see you).

All benefits are fully covered by On Lok PACE and will be provided according to your needs, as assessed by the clinical experts on your Interdisciplinary Team, in accordance with professionally-recognized standards. If you would like more specific information about how we authorize or deny health care services, please request this from your social worker.

Benefits include:

Services in the Center and the Community

- Primary care clinic visits with On Lok PACE physician, nurse practitioner, and/or nurse
- Routine physicals and preventive health evaluations and care (including Pap smears, mammograms, all generally accepted cancer screening tests, and immunizations). These services do not require prior authorization.
- Sensitive services, which are services related to sexually-transmitted diseases and HIV testing. These services do not require prior authorization.
- Consultation with medical specialists
- Kidney dialysis

– Continued on next page –

- Outpatient surgical services
- Outpatient mental health
- Medical social services/case management
- Health education and counseling
- Rehabilitation therapy (physical, occupational, and speech)
- Personal care
- Activity therapies (such as art, music, and recreational programs)
- Social, cultural, and intergenerational activities
- Nutritional counseling and hot meals
- Transportation, including escort
- Ambulance service
- X-rays
- Laboratory procedures
- Emergency coverage anywhere in the United States and its territories
- Durable medical equipment
- Prosthetic and orthotic appliances
- Routine podiatry
- Prescribed drugs and medicines
- Vision care (prescription eyeglasses and corrective lenses after cataract surgery)
- Hearing exams and hearing aids
- Dental care from the On Lok PACE dentist, with the goal of restoring Member oral function to a condition which will help maintain optimal nutritional and health status. Dental services include preventive care (initial and yearly examinations, radiographs, prophylaxis, and oral hygiene instructions); basic care (fillings and extractions); and major care (treatment which is determined by the condition of the mouth, for example the amount of remaining supporting bone, the Member's ability to comply with instruction, and Member's motivation to pursue oral health care). Major care includes temporary crowns, full or partial dentures, and root canals. Not included under dental care is cosmetic dentistry.
- Diagnosis and treatment of male erectile dysfunction provided that the care is from an On Lok PACE physician or medical specialist under contract to On Lok PACE and that such care is deemed medically necessary. The Plan does not cover treatment, including medication, devices, and surgery, which is deemed harmful to

the Member or which is deemed to be for cosmetic or recreational purposes and not medically necessary.

- For mastectomies and lymph node dissections, the length of a hospital stay associated with these procedures shall be determined by the attending physician and surgeon in consultation with you, consistent with sound clinical principles and processes. The Plan covers prosthetic devices or reconstructive surgery, including devices or surgery to restore and achieve symmetry for the patient incident to the mastectomy, and prosthetic devices and reconstructive surgery for a healthy breast if, in the opinion of the attending physician and surgeon, this surgery is necessary to achieve a normal symmetrical appearance. The Plan covers all complications from a mastectomy, including lymphedema.
- Necessary materials, supplies, and services for management of diabetes mellitus
- Coverage for a vaccine for acquired immune deficiency syndrome (AIDS) when it is approved for marketing by the federal Food and Drug Administration and is recommended by the United States Public Health Service
- If you are diagnosed with cancer and accepted into a phase I, phase II, phase III, or phase IV clinical trial for cancer, you are eligible for all routine patient care costs related to the clinical trial if your primary care provider recommends participation in the clinical trial after determining that participation in the clinical trial has a meaningful potential for a therapeutic effect.
- Treatment or surgery of cervical cancer includes coverage for an annual cervical screening test upon the referral of your primary care provider. The coverage of an annual screening test shall include the conventional Pap test, human papillomavirus (HPV) screening test that is approved by the federal Food and Drug Administration (FDA), and the option of any cervical cancer-screening test approved by the federal FDA.

Home Services

- Home Care
  – Personal care (i.e., grooming, dressing, assistance in using the bathroom)
  – Homemaker/chore services
  – Rehabilitation maintenance
  – Evaluation of home environment

- Home Health
  – Skilled nursing services
  – Physician visits (at discretion of physician)

– Medical social services
– Home health aide services

Hospital Inpatient Care

- Semi-private room and board
- General medical and nursing services
- Psychiatric services
- Meals
- Prescribed drugs, medicines, and biologicals
- Diagnostic or therapeutic items and services
- Laboratory tests, X-rays, and other diagnostic procedures
- Medical/surgical, intensive care, coronary care unit, as necessary
- Kidney dialysis
- Dressings, casts, and supplies
- Operating and recovery room
- Oxygen and anesthesia
- Organ and bone marrow transplants (nonexperimental and noninvestigative)
- Use of appliances, such as a wheelchair
- Rehabilitation services, such as physical, occupational, speech, and respiratory therapy
- Radiation therapy
- Blood, blood plasma, blood factors, and blood derivatives
- Medical social services and discharge planning
- Not included under hospital care are private room and private duty nursing, unless medically necessary, and non-medical items for which there is an additional charge, such as telephone charges and radio or television rental.

Skilled Nursing Facility

- Semi-private room and board
- Physician and nursing services
- Custodial care

- All meals
- Personal care and assistance
- Prescribed drugs and biologicals
- Necessary medical supplies and appliances, such as a wheelchair
- Physical, occupational, speech, and respiratory therapies
- Medical social services

End of Life Care

On Lok PACE comfort care program is available to care for the terminally ill. If needed, your primary care provider and other clinical experts on your Interdisciplinary Team will work with you and your family to provide these services directly or through contracts with local hospice providers. If you want to receive the hospice benefit from the Medicare program, you will need to disenroll from our program to enroll with a Medicare-certified hospice provider.

Chapter Five
Emergency Services and Urgent Care

On Lok PACE provides emergency care 24 hours per day, 7 days per week, 365 days per year. An **emergency medical condition** means a condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

(1) Serious jeopardy to your health.
(2) Serious impairment to bodily functions.
(3) Serious dysfunction of any bodily organ or part.

A psychiatric emergency medical condition means a mental disorder that manifests itself by acute symptoms that make you an immediate danger to yourself or others, or you are not immediately able to provide for, or use, food, shelter, or clothing, due to the mental disorder.

Emergency services include inpatient or outpatient services furnished immediately in or outside of the service area because of an emergency medical condition or psychiatric emergency medical condition. For a psychiatric emergency medical condition, emergency services also includes psychiatric screening, examination, evaluation, and treatment by a physician or other personnel to the extent permitted by applicable law and within the scope of his or her licensure and privileges. Coverage is provided for care and treatment necessary to relieve or eliminate the psychiatric emergency medical condition within the capability of a facility.

Call "911" emergency response system if you reasonably believe you have an emergency medical condition which requires an emergency response and/or ambulance transport services. Shock, unconsciousness, difficulty in breathing, symptoms of a heart attack, severe bleeding, severe pain, or a serious fall are all examples of emergency medical conditions that require an emergency response.

After you have used the "911" emergency response system, you or your family must notify On Lok PACE as soon as reasonably possible in order to maximize the continuity of your medical care. On Lok PACE primary care providers who are familiar with your medical history will work with the emergency service providers in following up on your care and transferring your care to an On Lok PACE contracted provider when your medical condition is stabilized.

Preparing to Go Out of the On Lok PACE Service Area

Before you leave the On Lok PACE service area to go out of town, please notify your Interdisciplinary Team through your social worker. Your social worker will explain what to do if you become ill while you are away from your On Lok PACE primary care provider. Make sure that you keep your On Lok PACE membership card with you at all times, especially when traveling out of the service area. Your card identifies you as an On Lok PACE Member and provides information to care providers (emergency rooms and hospitals) about your health care coverage and how to reach us, if necessary.

Emergencies and Urgent Care When You Are Out of the Service Area

On Lok PACE covers both emergency services and urgent care when you are temporarily out of our service area, but you are still in the United States and its territories. Urgent care includes inpatient or outpatient services that are necessary to prevent serious deterioration of your health resulting from an unforeseen illness or injury for which treatment cannot be delayed until you return to our service area.

If you use emergency services or urgent care when you are temporarily out of the service area (for example, ambulance or inpatient services), you must notify On Lok PACE within 48 hours or as soon as reasonably possible. If you are hospitalized, we have the right to arrange a transfer, when your medical condition is stabilized, to an On Lok PACE contracted hospital or another hospital designated by us. We may also transfer your care to an On Lok PACE primary care provider.

On Lok PACE will pay for all medically necessary health care services provided to a Member which are necessary to maintain the Member's stabilized condition up to the time that On Lok PACE arranges the Member's transfer or the Member is discharged.

On Lok PACE must approve any routine medical services (i.e., medical services that do not constitute a medical emergency or other urgent need for care) when you are out of the service area. For authorization of any non-emergency, out-of-the area services, you must call On Lok PACE at 415-292-8888 (TTY: 711) and speak with the nurse or your social worker.

Reimbursement Provisions

If you have paid for emergency services or urgent care you received when you were outside our service area but still in the United States and its territories, On Lok PACE will reimburse you. Request a receipt from the facility or physician involved at the time you pay. This receipt must show the physician's name, your health problem, date of

treatment and release, as well as the charges. Please send a copy of this receipt to your On Lok PACE social worker within 30 working days.

However, if you receive any medical care or covered services as described in this booklet outside of the United States and its territories, On Lok PACE will not be responsible for the charges.

For Your Reference:

On Lok PACE EMERGENCY PLAN

POST IN A CONVENIENT PLACE

Date: _____

Participant's Name: _____

On Lok PACE Center Hours: _____

On Lok PACE Primary Care Provider: _____

Health Care Wishes: ☐ DNR ☐ BLS ☐ Full Code

Before and after business hours and on weekends and holidays:

Call the On Lok PACE After-Hours Operator at 415-292-8888 (TTY: 711). Say that you are an On Lok PACE Participant and ask for an on-call nurse for:

_____

_____

Call "911" in the event of an emergency.

Remember, an **emergency** is described as "a medical condition manifesting itself with symptoms of sufficient severity (including severe pain) that a prudent layperson with average knowledge of health and medicine could reasonably expect that the absence of immediate medical attention would result in serious jeopardy to health, serious impairment of bodily functions, or serious dysfunction of an organ or body part." Examples of emergencies include unconsciousness, severe bleeding, and/or extreme chest pain not relieved by your usual medications.

Chapter Six
Principal Exclusions and Limitations on Benefits

Please see Chapter Five to learn how to receive care if you have a medical emergency or other urgent need for care. Except for emergency services and urgent care received outside our service area, and preventive and sensitive services, all care requires authorization in advance by the appropriate member of the Interdisciplinary Team.

The following general and specific exclusions are in addition to any exclusions or limitations described in Chapter Four for particular benefits.

Covered Benefits Do Not Include:

- Any service not authorized by the primary care provider or other qualified decision maker on the Interdisciplinary Team even if it is listed as a covered benefit, except emergency, urgent, preventative, and sensitive services. If an On Lok PACE provider requests prior approval to provide a health care service to you, and the qualified decision maker on the Interdisciplinary Team, or the Chief Medical Officer, denies, defers, or modifies the request, you will be notified in writing of the reason for this denial and given information on how to exercise your right to appeal this decision, in accordance with California and federal law.

- Prescription drugs not prescribed by an On Lok PACE primary care provider, except when prescribed as part of emergency services or urgent care provided to you.

- Cosmetic surgery, unless the physician on your Interdisciplinary Team determines that it is medically necessary for improved functioning or to correct a malformed part of the body resulting from an accidental injury, trauma, infection, tumor, or disease, or to restore and achieve symmetry after a mastectomy.

- Experimental or investigational prescriptions, medical, surgical, or other health procedures. Please see Chapter Eight to learn whether you have additional rights to request an independent medical review of a determination that a service or procedure is experimental or investigational.

- Gender alteration procedures, except as allowed by the Medi-Cal program.

- Drugs used for the treatment of sexual or erectile dysfunction, unless such drug is used to treat a condition other than sexual or erectile dysfunction, and as approved by the Food and Drug Administration.

- Family planning, including sterilization operations or procedures.

- Maternity services and well-baby care.

- Care in a government hospital (VA, federal/state hospitals), except for emergency services and urgent care.

- Services in any county hospital for the treatment of tuberculosis or chronic medically uncomplicated drug dependency or alcoholism.

- Short-Doyle/Medi-Cal Services.

- In an inpatient facility, private room and private duty nursing services (unless medically necessary), and nonmedical items for personal convenience such as telephone charges and radio or television rental (unless specifically authorized by the Interdisciplinary Team as part of your plan of care).

- Any services rendered outside of the United States and its territories, except for emergency services requiring hospitalization in Canada and Mexico.

- The cost of labor and materials to modify your home environment, unless authorized by the occupational therapist and primary care provider on your Interdisciplinary Team.

- If you are out of the On Lok PACE service area for more than 30 days, On Lok PACE may disenroll you unless other prior arrangements have been approved by the Chief Medical Officer, upon recommendation by the Interdisciplinary Team.

- On Lok PACE will make every reasonable effort to provide a safe and secure environment at the centers. However, we strongly advise Members and their families to leave valuable belongings at home. On Lok PACE is not responsible for safeguarding personal belongings.

Chapter Seven
Your Rights and Responsibilities as a Member

On Lok PACE Participant Bill of Rights

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

Respect and Non-Discrimination

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

You have the right to:

- Be treated in a respectful manner that honors your dignity and privacy.
- Receive care from professionally trained staff.
- Know the names and responsibilities of the people providing your care.
- Know that decisions regarding your care will be made in an ethical manner.
- Receive comprehensive health care provided in a safe and clean environment and in an accessible manner.
- Be free from harm, including unnecessary physical or chemical restraints or isolation, excessive medication, physical or mental abuse or neglect, and hazardous procedures.
- Be encouraged to use your rights in the PACE program.
- Receive reasonable access to a telephone at the center, both to make and receive confidential calls, or to have such calls made for you if necessary.
- Not have to do work or services for On Lok PACE.
- Not be discriminated against in the delivery of PACE services based on race, ethnicity, color, national origin, ancestry, religion, sex, age, sexual orientation, marital status, registered domestic partner status, military status, mental or physical disability, medical condition, genetic information, or source of payment.

Information Disclosure

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

You have the right to:

- Be fully informed, in writing, of your rights and responsibilities and all rules and regulations governing participation in On Lok PACE.
- Be fully informed, in writing, of the services offered by On Lok PACE, including services provided by contractors instead of On Lok PACE staff. You must be given this information prior to enrollment, upon enrollment, and at the time your needs necessitate the disclosure and delivery of such information in order for you to make an informed choice.
- Receive a full explanation of the Enrollment Agreement and an opportunity to discuss it.
- Have an interpreter or a bilingual provider available to you if your primary language is not English.
- Examine, or receive help to examine upon reasonable request, the results of the most recent federal or state review of On Lok PACE and how On Lok PACE plans to correct any problems that are found at inspection.

Confidentiality

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

You have the right to:

- Speak with health care providers in private and have all the information, both paper and electronic, related to your care kept confidential within required regulations.
- Be assured that your written consent will be obtained for the release of medical or personal information or photographs or images to persons not otherwise authorized under law to receive it. You have the right to limit what information is released and to whom it is released.
- Be assured that your health record will remain confidential.
- Review and copy your medical records and request amendments to those records and have them explained to you.

- Be assured of confidentiality when accessing sensitive services, such as sexually transmitted disease (STD) and HIV testing.

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

Choosing Your Provider

You have the right to:

- Choose your own primary care provider and specialists from the On Lok PACE provider panel.
- Request a specialist for women's health services or preventive women's health services.

Emergency Care

You have the right to:

- Receive health care services in an emergency without prior approval from the On Lok PACE Interdisciplinary Team.

Treatment Decisions

You have the right to:

- Participate in the development and implementation of your plan of care. If you cannot fully participate in your treatment decision, you may designate a health spokesperson or representative to act on your behalf.
- Have all treatment options explained to you in a language you understand and acknowledge this explanation in writing.
- Be fully informed of your health status and make your own health care decisions.
- Refuse treatment or medications and be informed of how this may affect your health.
- Request and receive complete information about your health and functional status by the On Lok PACE Interdisciplinary Team.
- Request a reassessment by the On Lok PACE Interdisciplinary Team at any time.
- Receive reasonable advance notice in writing if you are to be transferred to another care setting for medical reasons or for your welfare or the welfare of other Participants. Any such actions will be documented in your health record.

- Have our staff explain advance directives to you and to establish one on your behalf, if you desire.

Exercising Your Rights

You have the right to:

- Receive assistance in exercising your civil, legal, and Participant rights, including the On Lok PACE grievance process, the Medi-Cal fair hearing process, and the Medicare and Medi-Cal appeals processes.
- Voice your complaints and recommend changes in policies and services to our staff and to outside representatives of your choice. There will be no restraint, interference, coercion, discrimination, or reprisal by our staff if you do so.
- Appeal any treatment decision made by On Lok PACE or our contractors through our appeals process and to request a State fair hearing.
- Disenroll from the program at any time and have such disenrollment be effective the first day of the month following the date that On Lok PACE receives your notice of voluntary disenrollment.

If you feel any of your rights have been violated or you are dissatisfied and want to file a grievance or an appeal, please report this immediately to your social worker or call our office during regular business hours at 415-292-8895 or our toll-free telephone number at 1-888-996-6565.

If you would like to talk to someone outside of On Lok PACE about your concerns, you may contact 1-800-MEDICARE (1-800-633-4227) or 1-888-452-8609 (California Department of Health Care Services Office of the Ombudsman).

Please refer to other sections of your On Lok PACE *Member Enrollment Agreement Terms and Conditions* for details about On Lok PACE as your sole provider; a description of On Lok PACE services and how they are obtained; how you may obtain emergency services and urgent care outside the On Lok PACE network; the grievance and appeals procedure; disenrollment; and a description of premiums, if any, and payment of these.

Participant Responsibilities

We believe that you and your caregiver play crucial roles in the delivery of your care. To assure that you remain as healthy and independent as possible, please establish an open line of communication with those participating in your care and be accountable for the following responsibilities:

You have the responsibility to:

- Cooperate with the Interdisciplinary Team in implementing your care plan.
- Accept the consequences of refusing treatment recommended by the Interdisciplinary Team.
- Provide the Interdisciplinary Team with a complete and accurate medical history.
- Utilize only those services authorized by On Lok PACE (except when accessing emergency services and urgent care outside of the service area).
- Take all prescribed medications as directed.
- Call the On Lok PACE primary care provider for direction in an urgent situation.
- Notify On Lok PACE within 48 hours or as soon as reasonably possible if you require emergency services or urgent care when out of the service area.
- Notify On Lok PACE in writing when you wish to initiate the disenrollment process.
- Notify On Lok PACE of a move or lengthy stay outside of our service area.
- Pay required monthly fees as appropriate.
- Treat our staff with respect and consideration.
- Not ask staff to perform tasks that they are prohibited from doing by PACE or agency regulations.
- Voice any dissatisfaction you may have with your care.

Chapter Eight
Member Grievance and Appeals Process

All of us at On Lok PACE share responsibility for your care and your satisfaction with the services you receive. Our grievance procedures are designed to enable you or your representative to express any concerns or dissatisfaction you have so that we can address them in a timely and efficient manner. You also have the right to appeal any decision about our failure to approve, furnish, arrange for, or continue what you believe are covered services or to pay for services that you believe we are required to pay.

The information in this chapter describes our grievance and appeals processes. You will receive written information on the grievance and appeals processes when you enroll and annually after that. At any time, should you wish to file a grievance or an appeal, we are available to assist you. If you do not speak English, a bilingual staff member or interpreter or translation services will be available to assist you.

On Lok PACE staff will not discriminate against you because a grievance or appeal has been filed. On Lok PACE staff will continue to provide you with all the required services during the grievance or appeals process. On Lok PACE will maintain confidentiality of your grievance or appeal throughout the grievance or appeals process and release information only to authorized individuals.

Grievance Procedure

Definition: A grievance is defined as a complaint, either written or oral, expressing dissatisfaction with the services provided or the quality of your care. A grievance may include, but is not limited to:

- Quality of services you receive in your home, at your On Lok PACE center, or during an inpatient stay (e.g., hospital or skilled nursing facility);
- Waiting times on the telephone, in the waiting room, or exam room;
- Behavior of any of the care providers or program staff;
- Adequacy of center facilities;
- Quality of the food provided;

- Transportation services; and
- Violation of a Participant's rights.

Filing of Grievances

The information below describes the grievance process for you or your representative to follow should you or your representative wish to file a grievance. You may file a grievance yourself, or your representative may file a grievance on your behalf, within 180 calendar days following the incident or action that is the subject of the dissatisfaction.

1. You can verbally discuss your grievance either in person or by telephone with any member of the Interdisciplinary Team of the center you attend. This staff person will make sure that you receive written information on the grievance process and that your grievance is documented on the grievance report form. Be sure to give complete information so the appropriate staff can help to resolve your grievance in a timely manner. If you wish to submit your grievance in writing, please send your written grievance to:

   On Lok PACE
   Health Plan Services Department
   1333 Bush Street
   San Francisco, CA 94109

   You may also contact our Health Plan Services Department at **415-292-8895**, or our toll-free telephone number at **1-888-996-6565 (TTY: 711)**, to request a grievance report form and receive assistance in filing a grievance. Our Health Plan Services Department will provide you with written information on the grievance process. You may access our website at **www.onlok.org/PACE** to file a grievance or receive information about our grievance process.

2. The staff member who receives your grievance will help you document your grievance (if your grievance is not already in writing) and coordinate investigation and action. All information gathered during the investigation will be kept confidential.

3. You will be sent a written confirmation of receipt within five (5) calendar days of filing your grievance. We will investigate, find solutions, and take appropriate action.

4. The staff member will make every attempt to find a solution to your grievance within thirty (30) calendar days of receipt of your grievance. If you are not satisfied with that resolution, you and/or your representative have the right to pursue further action.

5. In the event resolution is not reached within thirty (30) calendar days, you or your representative will be notified in writing of the status and estimated completion date of the grievance solution.

Expedited Review of Grievances

If your grievance involves an imminent and serious threat to your health, including, but not limited to, potential loss of life, limb, or major bodily function, severe pain, or violation of your Participant rights, we will expedite the review process to a decision within 72 hours of receiving your written grievance. You may request an expedited review, or On Lok PACE may determine the need for an expedited review. In an expedited review, you will be immediately informed by telephone of: (a) the receipt of your request for expedited review; and (b) your right to notify the California Department of Social Services through the State fair hearing process and the California Department of Managed Health Care of the grievance.

Resolution of Grievances

Upon completion of the investigation and reaching a final resolution of your grievance, the Chief Medical Officer or the Senior Director of Health Plan Services will send you a report describing the problem's resolution, the basis for the resolution, and the review process if you are still dissatisfied.

Grievance Review Options

If you or your representative are still dissatisfied after completing the grievance process or participating in the process for at least thirty (30) calendar days, you or your representative may pursue the options described below. (NOTE: If the situation involves an imminent and serious threat to your health, you need not complete the entire grievance process nor wait thirty (30) calendar days.) Your grievance review options are:

1. If you are covered by Medi-Cal only or by Medi-Cal and Medicare, you are entitled to pursue your grievance with the California Department of Health Care Services by contacting:

   California Department of Health Care Services
   Medi-Cal Managed Care Division
   Office of the Ombudsman
   Telephone: 1-888-452-8609
   TTY: 1-800-735-2922

2. You may also contact the California Department of Managed Health Care:

California Department of Managed Health Care
Help Center
980 Ninth Street, Suite 500
Sacramento, CA 95814-2725
Telephone: 1-888-466-2219
Fax: 916-255-5241
TDD: 1-877-688-9891

Since On Lok PACE is a health care service plan, the California Department of Managed Health Care wants you to know the following:

"The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **415-292-8895** or **1-888-996-6565** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's internet website **http://www.dmhc.ca.gov** has complaint forms, IMR application forms and instructions online."

State Fair Hearing Process: At any time during the grievance process, per California State law, you may also request a fair hearing from the California Department of Social Services by contacting or writing to:

California Department of Social Services
State Hearings Division
P.O. Box 944243, Mail Station 9-17-37
Sacramento, CA 94244-2430
Telephone: 1-800-952-5253
Fax: 833-281-0905
TDD: 1-800-952-8349

If you want a State fair hearing, you must ask for it within ninety (90) days from the date of receiving the letter for the resolved grievance. You or your representative may speak at the State hearing or have someone else speak on your behalf, including a relative, friend, or an attorney. You may also be able to get free legal help. We will provide you or your representative a list of legal services in the county where you live at the time you file a grievance.

Home Health Hotline: If you have a question or concern regarding the On Lok PACE home health services, we recommend that you first discuss the matter with your home health nurse, social worker, or program manager. However, please be informed that the State of California has established a confidential, toll-free telephone number to receive questions or complaints about home health services. The telephone number is **1-800-554-0353**, and it is available Monday through Friday, from 9:00 a.m. to 5:00 p.m.

Other Disputes: Except for disputes subject to a Medicare appeal procedure, any other dispute, disagreement, or claim that you have with On Lok PACE after you have completed the On Lok PACE grievance and appeals process including any dispute as to medical malpractice—that is, as to whether any medical services rendered to you were improperly or negligently or incompetently performed—will be determined by submission to arbitration in accordance with the On Lok PACE arbitration plan.

Appeals Process

Definition: An appeal is a Participant's action taken with respect to our organization's decision not to cover, or not to pay for, a service, including denials, reductions, or termination of services.

You will receive written information on the appeals process when you enroll and annually after that, as well as whenever On Lok PACE denies a request for services or payment. You have the right to file an appeal if we deny, defer, or modify your request for a service or payment for a service. You may file your appeal either verbally or in writing. The reconsideration of our decision will be made by a person(s) not involved in the initial decision-making process. We will ensure that this person(s) is both impartial and appropriately credentialed to make a decision regarding the necessity of the services at issue. You or your representative may present or submit relevant facts and/or evidence for review, either in person or in writing to us.

Standard and Expedited Appeals Processes: There are two types of appeals processes: standard and expedited appeals processes. We describe both of these processes below.

If you request a **standard appeal**, your appeal must be filed within one hundred and eighty (180) calendar days of when your request for service or payment of service was denied, deferred, or modified. This is the date which appears on the Notice of Action for Service or Payment Request. (The 180-day limit may be extended for good cause.) Within five calendar days of receiving your appeal, On Lok PACE will acknowledge in writing that the appeal has been received. We will issue a decision on your appeal as quickly as your health requires, but no later than thirty (30) calendar days after we receive your appeal.

If you believe that your life, health, or ability to get well is in danger without the service you want, you or any primary care provider may ask for an **expedited appeal**. If any primary care provider asks for an expedited appeal for you, or supports you in asking for one, we will automatically make a decision on your appeal as promptly as your health requires, but no later than seventy two (72) hours after we receive your request for an appeal. We may extend this time frame up to fourteen (14) days if you ask for the extension or if we justify to the California Department of Health Care Services the need for more information and how the delay benefits you.

If you ask for an **expedited appeal** without support from a treating primary care provider, we will decide if your health condition requires us to make a decision on an expedited basis. If we decide to deny you an **expedited appeal**, we will let you know within seventy two (72) hours. In this case, your appeal will be considered a standard appeal.

Note: On Lok PACE will continue to provide the disputed service(s) if you choose to continue receiving the service(s) until the appeals process is completed. If our initial decision to NOT cover or reduce services is upheld, you may be financially responsible for the payment of disputed service(s) provided during the appeals process.

The information below describes the appeals process for you or your representative to follow should you or your representative wish to file an appeal:

1. If you or your representative has requested a service or payment for a service and On Lok PACE denies, defers, or modifies the request, you may appeal the decision. A written "*Notice of Action of Service or Payment Request*" (NOA) will be provided to you and/or your representative which will explain the reason for the denial, deferral, or modification of your service request or request for payment.

2. You can make your appeal either verbally, in person or by telephone, or in writing with any member of the Interdisciplinary Team of the center you attend. The staff person will make sure that you are provided with written information on the appeals process, and that your appeal is documented on the appropriate form. You will need to provide complete information of your appeal so the appropriate staff person can

help to resolve your appeal in a timely and efficient manner. You or your representative may present or submit relevant facts and/or evidence for review, either in person or in writing to us at the address listed below. If more information is needed, you will be contacted by our Health Plan Services Department or a member of the Interdisciplinary Team of the center you attend who will assist you in obtaining the missing information.

3. If you wish to make your appeal by telephone, you may contact our Health Plan Services Department at **415-292-8895**, or our toll-free telephone number at **1-888-996-6565 (TTY: 711)**, to request an appeal form and/or to receive assistance in filing an appeal.

4. If you wish to submit your appeal in writing, please ask a staff person for an appeal form. Please send your written appeal to:

   On Lok PACE
   Health Plan Services Department
   1333 Bush Street
   San Francisco, CA 94109

5. You will be sent a written acknowledgement of receipt of your appeal within five (5) working days for a standard appeal. For an expedited appeal, we will notify you or your representative within one (1) working day by telephone or in person that the request for an expedited appeal has been received.

6. The reconsideration of the On Lok PACE decision will be made by a person(s) not involved in the initial decision-making process in consultation with the Interdisciplinary Team. We will ensure that this person(s) is both impartial and appropriately credentialed to make a decision regarding the necessity of the services you requested.

7. Upon the On Lok PACE completion of the review of your appeal, you or your representative will be notified in writing of the decision on your appeal. As necessary and depending on the outcome of the decision, On Lok PACE will inform you and/or your representative of other appeal rights you may have if the decision is not in your favor. Please refer to the information described below.

The Decision on your Appeal:

If we decide fully in your favor on a **standard appeal** for a request for ***service***, we are required to provide or arrange for services as quickly as your health condition requires, but no later than thirty (30) calendar days from when we received your request for an appeal. ***If we decide fully in your favor*** on a request for ***payment***, we

must make the requested payment within sixty (60) calendar days after receiving your request for an appeal.

If we do not decide fully in your favor on a **standard appeal**, or if we fail to provide you with a decision within thirty (30) days, you have the right to pursue an external appeal through either the Medicare or Medi-Cal program (**see Additional Appeal Rights below**). We also are required to notify you as soon as we make a decision that is not fully in your favor and to notify the federal Centers for Medicare and Medicaid Services and the California Department of Health Care Services. We will inform you in writing of your appeal rights under Medicare or Medi-Cal managed care, or both. We will help you choose which to pursue if both are applicable. We also will send your appeal to the appropriate review.

If we decide fully in your favor on an **expedited appeal,** we must give permission for you to get the service or give you the service as quickly as your health condition requires, but no later than seventy two (72) hours after we received your request for an appeal.

If we do not decide fully in your favor on an **expedited appeal** or fail to notify you within seventy two (72) hours, you have the right to pursue an external appeal through either the Medicare or Medi-Cal program (**see Additional Appeal Rights below**). We also are required to notify you as soon as we make a decision that is not fully in your favor and to notify the federal Centers for Medicare and Medicaid Services and the California Department of Health Care Services. We will inform you in writing of your appeal rights under Medicare or Medi-Cal managed care, or both. We will help you choose which to pursue if both are applicable. We also will send your appeal to the appropriate review.

Additional Appeal Rights Under Medi-Cal, Medicare, or the California Department of Managed Health Care (DMHC)

If we do not decide in your favor on an appeal or fail to provide a decision to you within the required time frame, you have additional appeal rights. Your request to file an external appeal can be made either verbally or in writing. The next level of appeal involves a new and impartial review of your appeal request through either the Medicare or Medi-Cal program, or both, or the California Department of Managed Health Care.

The Medicare program contracts with an “independent review organization” to provide external review on appeals involving PACE programs. This review organization is completely independent of our PACE organization.

The Medi-Cal program conducts their next level of appeal through the State's fair hearing process. If you are enrolled in Medi-Cal, you can appeal if your requested service or payment for service is denied, deferred, modified, delayed, reduced, or stopped. Until you receive a final decision, you may choose to continue to receive these services. However, you may have to pay for these services if the decision is not in your favor.

If you are enrolled in both **Medicare and Medi-Cal**, we will help you choose which appeals process you should follow. We are required to send your appeal to the appropriate review.

If you are not sure if you are enrolled in Medicare or Medi-Cal, or both, ask us. The Medicare and Medi-Cal external appeals processes are described below.

Medi-Cal External Appeals Process

If you are enrolled in **both Medi-Cal and Medicare OR Medi-Cal only**, and choose to appeal our decision using Medi-Cal's external appeals process, we will send your appeal to the California Department of Social Services. You may request a fair hearing at any time during the appeals process up until ninety (90) days from the date of the decision through:

California Department of Social Services
State Hearings Division
P.O. Box 944243, Mail Station 9-17-37
Sacramento, CA 94244-2430
Telephone: 1-800-952-5253
Fax: 833-281-0905
TTY: 1-800-952-8349

If you choose to request a State fair hearing, you must ask for it within ninety (90) days from the date of receiving the Notice of Action (NOA) for Service or Payment Request from On Lok PACE.

You may speak at the State hearing or have someone else speak on your behalf such as someone you know, including a relative, friend, or attorney. You may also be able to get free legal help. We will provide you with a list of legal services offices in the county where you live at the time that we deny, modify, or defer a service or payment of a service.

If the Administrative Law Judge's (ALJ) decision is in your favor of your appeal, On Lok PACE will follow the judge's instruction as to the time frame for providing you with services you requested or payment for services for a standard or expedited appeal.

If the ALJ's decision is not in your favor of your appeal, for either a standard or an expedited appeal, there are further levels of appeal, and we will assist you in pursuing your appeal.

Medicare External Appeals Process

If you are enrolled in **both Medicare and Medi-Cal OR Medicare only**, you may choose to appeal using Medicare's external appeals process. We will send your case file to Medicare's independent review organization for you. Medicare currently contracts with the Center for Health Dispute Resolution (CHDR) to impartially review appeals involving PACE programs like us. CHDR will contact us with the results of their review. CHDR will either maintain our original decision or change our decision and rule in your favor. You may contact CHDR through:

Maximus Federal Services
PACE Appeal Project
3750 Monroe Avenue, Suite 702
Pittsford, NY 14534-1302
Telephone: 585-348-3300
Fax: 585-425-5292

Standard External Appeal

You can request a **standard external appeal** if we deny your request for a non-urgent service or do not pay for a service. For a standard external appeal, you will get a decision on your appeal no later than 30 calendar days after you request the appeal.

If CHDR's decision is in your favor for a standard appeal:

If you have requested a service that you have not received, we must provide the service as quickly as your health condition requires.

OR

If you have requested payment for a service that you have already received, we are required to pay for the service.

Expedited External Appeal

You can request an **expedited external appeal** if you believe your health would be jeopardized by not receiving a specific service. In an expedited external appeal, we will send your case file to CHDR as quickly as your health requires. CHDR must give a decision to us within seventy two (72) hours after they receive the appeal. CHDR

may ask for more time to review the appeal, but they must give their decision to us within fourteen (14) calendar days.

If CHDR's decision is in your favor for an expedited appeal:

We must provide the service or arrange for you to receive the service as quickly as your health condition requires.

If CHDR's decision is not in your favor for either a standard or an expedited appeal, there are further levels of appeal, and we will assist you in pursuing your appeal.

California Department of Managed Health Care Independent Medical Review (IMR) Process

The California Department of Managed Health Care operates an Independent Medical Review ("IMR") process for those health care service plan enrollees who are NOT enrolled in Medicare (one is "enrolled in Medicare" if one is enrolled in both Medicare and Medi-Cal or is enrolled in Medicare only). If you are eligible for an IMR, On Lok PACE will provide you with a separate written description of your rights under this program.

Chapter Nine
Monthly Fees

On Lok PACE sets its monthly fees on an annual basis and has the right to change its fees with 30-day written notice.

Prepayment Fees

Your payment responsibility will depend upon your eligibility for Medicare, Medi-Cal, and Medi-Cal's Medically Needy Only (MNO) programs:

1. If you are eligible for Medi-Cal or a combination of Medi-Cal and Medicare, you will pay nothing to On Lok PACE for the benefits and services defined in Chapter Four, including prescription drugs.

2. If you qualify for Medicare and Medi-Cal's Medically Needy Only (MNO) program, you will not be responsible for any private pay premium, but you will be responsible for paying to On Lok PACE your MNO share of cost that is determined by the State.

3. If you are eligible only for Medicare, you will be charged a monthly private pay premium that is equivalent to the Medi-Cal rate for this category. Because this premium does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare Part D prescription drug coverage. This monthly Part D premium may be reduced if you qualify for a low-income subsidy.

4. If you are not eligible for Medi-Cal or Medicare, you will be charged the full monthly private pay premium that is equivalent to the Medi-Cal rate for this category. This premium will include the cost of prescription drugs.

If you have a monthly responsibility for payment of a private pay premium and/or a Medicare Part D premium for prescription drug coverage, or if you may have an MNO share of cost, the enrollment representative will explain this to you. We will also discuss your payment responsibility with you at the enrollment conference and write the amounts on your Enrollment Agreement before you are asked to sign it. Please refer to your signed Enrollment Agreement for the amounts that you will be charged.

If you are charged the private pay and the Medicare Part D premiums, you may pay these premiums together or you may contact your social worker for additional payment

options. We will notify you in writing of any change in your monthly premiums at least thirty (30) days before the change takes effect. The premiums are not pro-rated and are non-refundable.

Your usual monthly Medicare Part B premium will continue to be deducted from your Social Security check.

The State will notify you if you have any MNO share of cost and any changes to that amount. On Lok PACE will bill you according to the effective date provided by the State.

Medicare Part D Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you are eligible for Medicare Part D prescription drug coverage and are enrolling in On Lok PACE after being without Medicare prescription 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 On Lok PACE social worker for more information about whether this applies to you.

Invoicing

If you are required to pay a monthly private pay premium, a Medicare Part D premium, or a MNO share of cost, you will receive an invoice from On Lok PACE. You must pay this invoiced amount by the first day of the month after you sign the Enrollment Agreement and no later than the first day of each subsequent month. The amounts are not pro-rated and are non-refundable. Payment can be made by check or money order to:

On Lok PACE
Accounting Department
1333 Bush Street
San Francisco, CA 94109

Late Charge

Monthly payments are due no later than the first day of each month. If you have not paid your premium by the tenth day of the month, you may be assessed a late fee of $20.00, in accordance with applicable law. Late charges do not apply to Members with Medi-Cal coverage.

Termination for Non-Payment

If you pay a monthly premium or share of cost, your monthly invoice will remind you that you are required to pay your monthly fee by the first day of each month. If you have not paid your monthly amount due by the 30th day of the month, On Lok PACE may terminate your coverage. If this occurs, On Lok PACE will mail an advance written termination notice to you, informing you that your coverage may be terminated if you still have not paid the amount due (i.e., the overdue premium or share of cost and any late charge) in full. If the amount due continues to remain unpaid, On Lok PACE will mail a final termination notice that informs you of the effective date of disenrollment. The effective date of disenrollment will be at least thirty (30) days after On Lok PACE mails you the final termination notice. If you pay the required amount before the effective date of disenrollment indicated on the final termination notice, you will be reinstated with no break in coverage. You are obligated to pay the premiums for any month in which you use On Lok PACE services. The premiums are not pro-rated and are non-refundable.

If your benefits are terminated and you wish to re-enroll, please refer to Chapters Ten and Eleven regarding the On Lok PACE termination policy and renewal provisions.

Other Charges

None. There are no copayments or deductibles for authorized services.

Chapter Ten
Effective Dates of Coverage and Termination of Benefits

Your enrollment in On Lok PACE is effective the first day of the calendar month following the date you sign the "Enrollment Agreement." For example, if you sign the Enrollment Agreement on March 14, your enrollment will be effective on April 1. Please note that you may not enroll in On Lok PACE at a Social Security office.

- On Lok PACE will complete the initial assessments and plan of care for you. The California Department of Health Care Services will make the final determination of clinical eligibility. If you are determined eligible, On Lok PACE will then initiate the enrollment process.

- If you are eligible for Medi-Cal, your official enrollment with the California Department of Health Care Services as an On Lok PACE Member is subject to a 15 to 45-day enrollment processing period after the date you sign the On Lok PACE Enrollment Agreement.

- If you do not meet the financial eligibility requirements for Medi-Cal, you may pay privately for your care (see Chapter Nine).

After signing the Enrollment Agreement, your benefits under On Lok PACE continue indefinitely unless you choose to disenroll from the program ("voluntary disenrollment") or you no longer meet the conditions of enrollment ("involuntary disenrollment"). For voluntary disenrollments, the effective date of disenrollment is the first day of the month following the date that On Lok PACE receives your notice of voluntary disenrollment. For involuntary disenrollments, the effective date of disenrollment is the first day of the next month that follows 30 days after the day in which On Lok PACE sends notice of the disenrollment to you.

On Lok PACE will work to transition you back into traditional Medi-Cal and/or Medicare services as quickly as possible. Your medical records will be forwarded as requested and authorized by you or your designated representatives. Referrals to other resources in the community will be made to assure continuity of care.

You are required to continue to use On Lok PACE services and to pay the monthly fee, if applicable, until termination becomes effective. If you should require care before

your reinstatement occurs, On Lok PACE will pay for service to which you are entitled by Medicare or Medi-Cal.

Voluntary Disenrollment

- If you wish to terminate your benefits by disenrolling, you should discuss this with your social worker.
- You may disenroll from On Lok PACE without cause at any time.
- You will need to sign a Voluntary Disenrollment Form. This form will indicate that you will no longer be entitled to services through On Lok PACE effective the first day of the month following the date that On Lok PACE receives your notice of voluntary disenrollment.
- If you are a Medi-Cal or private pay On Lok PACE Member and become eligible for Medicare after enrollment in On Lok PACE, you will need to complete the Voluntary Disenrollment Form if you elect to obtain your Medicare coverage other than from On Lok PACE.
- If you elect to receive hospice services from the Medicare program, you will also need to complete the Voluntary Disenrollment Form.
- Please note that you may not disenroll from On Lok PACE at a Social Security office.

Involuntary Disenrollment

On Lok PACE may terminate your enrollment with On Lok PACE if:

- You move out of the On Lok PACE service area (San Francisco County, Santa Clara County, and the cities of Fremont, Newark, and Union City in Alameda County) without advance written notice, or you are out of the service area for more than 30 days without prior approval (see Chapter Six).
- You or your caregiver engages in disruptive or threatening behavior (i.e., your behavior jeopardizes the health or safety of yourself or others), or you consistently refuse to comply with your plan of care or the terms of the Enrollment Agreement, when you have decision-making capacity. Disenrollment under these circumstances is subject to prior approval by the California Department of Health Care Services and will be sought in the event that you, your friends, or your family members display disruptive interference with care planning or threatening behavior which interferes with the quality of PACE services to you and other PACE Participants.
- You are determined to no longer meet the Medi-Cal nursing home level of care criteria and are not deemed eligible.

- You fail to pay or make satisfactory arrangements to pay any monthly premium or share of cost due to On Lok PACE within the 30-day grace period specified in any termination notice (see Chapter Nine).
- The agreement between On Lok PACE, Centers for Medicare and Medicaid Services, and California Department of Health Care Services is not renewed or is terminated.
- On Lok PACE is unable to offer health care services due to the loss of our State licenses or contracts with outside providers.

An involuntary disenrollment requires a minimum 30-day advance written notice from On Lok PACE to the Member. All rights to benefits will stop at midnight on the last day of the last covered month prior to the effective date of disenrollment (except in the case of termination due to failure to pay monthly premium or share of cost owed, see Chapter Nine). We will coordinate the disenrollment date between Medicare and Medi-Cal if you are eligible for both programs. You are required to use On Lok PACE services (except for emergency services and urgent care provided outside our service area) until termination becomes effective.

If you are hospitalized or undergoing a course of treatment at the time your disenrollment becomes effective, On Lok PACE has the responsibility for service provision until you are reinstated with Medicare and Medi-Cal benefits (according to your entitlement and eligibility).

If you believe your enrollment has been terminated due to your health status or requirement for health care services, you may request a review by contacting the California Department of Managed Health Care at 1-888-466-2219.

Chapter Eleven
Renewal Provisions

Your coverage by On Lok PACE is continuous indefinitely (with no need for renewal). However, your coverage will be terminated if: (1) you fail to pay or make satisfactory arrangements to pay any monthly premium or share of cost due to On Lok PACE within the 30-day grace period (see Chapter Nine), (2) you voluntarily disenroll (see Chapter Ten), or (3) you are involuntarily disenrolled due to one of the other conditions specified in Chapter Ten.

If you choose to leave On Lok PACE ("disenroll voluntarily"), you may be re-enrolled. To be re-enrolled, you must re-apply, meet the eligibility requirements, and complete our eligibility assessment process.

If you are disenrolled due to failure to pay the monthly premium or share of cost (see Chapter Nine), you can re-enroll by simply paying the monthly premium or share of cost provided you make this payment before the effective date of disenrollment (see Chapter Nine). In this case, you will be reinstated in On Lok PACE with no break in coverage.

Chapter Twelve
General Provisions

Arbitration

Except for disputes subject to a Medicare appeal procedure, any dispute, disagreement, or claim that you have with On Lok PACE, including any dispute as to medical malpractice (that is, as to whether any medical services rendered under this Enrollment Agreement were unnecessary or unauthorized or were improperly or negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to a court proceeding, except as California law provides for judicial review of arbitration proceedings. Both parties to this Enrollment Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead, are accepting the use of arbitration.

You may initiate arbitration by sending a letter titled “Demand for Arbitration,” setting forth the specifics of your claim, to the On Lok Health Plan Services Department at 1333 Bush Street, San Francisco, CA 94109.

If paying your portion of the neutral arbitrator’s fees and expenses would cause you extreme hardship, you may request that On Lok PACE pay all or part of these costs. An independent neutral arbitrator will approve or deny your request for relief. On Lok PACE will pay the fees and expenses for this arbitrator, who will not be the same one who decides the underlying dispute.

Authorization to Obtain Medical Records

By accepting coverage under this Enrollment Agreement, you authorize On Lok PACE to obtain and use your medical records and information from any and all health care facilities and providers who have treated you in the past. This will include information and records concerning treatment and care you received before the effective date of this Enrollment Agreement.

Access to your own medical record is permitted in accordance with state and federal laws. This information will be stored in a secured manner that will protect your privacy and be kept for the time period required by law.

Authorization to Take and Use Photographs

By accepting coverage under this Enrollment Agreement, you authorize On Lok PACE to make and use photographs, video tapes, digital or other images for the purpose of medical care, identification, payment for services, or internal operation of On Lok PACE. Images will only be released or used outside of On Lok PACE upon your authorization.

Changes to Enrollment Agreement

Changes to this Enrollment Agreement may be made if they are approved by the Centers for Medicare and Medicaid Services and the California Department of Health Care Services. We will give you at least a 30-day advance written notice of any such change, and you will be deemed to have contractually agreed to such change.

Confidentiality of Medical Records Policy

The personal and medical information collected by On Lok PACE adheres to a confidentiality policy to prevent disclosure of your personal and medical information other than as needed for your care. You may request a copy of our confidentiality policy by calling 415-292-8888 (TTY: 711) or contacting the On Lok Health Plan Services Department at 1333 Bush Street, San Francisco, CA 94109.

Continuation of Services on Termination

If this Enrollment Agreement terminates for any reason, you will be reinstated back into the traditional Medicare and Medi-Cal programs, according to your eligibility. Please be advised that this process can take from 30 to 90 days to become effective.

Cooperation in Assessments

To determine the best services for you, your full cooperation is required in providing medical and financial information to us.

Estate Recovery

The State of California must seek repayment of Medi-Cal benefits from the estate of a deceased Medi-Cal beneficiary for services received on or after the beneficiary's 55th birthday. For Medi-Cal beneficiaries enrolled (either voluntarily or mandatorily) in a managed care organization, the State must seek recovery of the total premium/capitation payments for the period of time they were enrolled in the managed care organization. Additionally, any other payments made for services provided by

non-managed care providers will also be recovered from the estate. For further information regarding the estate recovery program only, call 916-650-0490, or seek legal advice.

Please do not call your eligibility worker. He or she does not have this information, so they cannot help you.

Governing Law

Under federal law, On Lok PACE is subject to the requirements of the Balanced Budget Act of 1997 (P.L. 101-33) as amended and Sections 1894 and 1934 of the Social Security Act. Under California law, On Lok PACE is subject to the requirements of the Knox Keene Health Care Service Plan Act of 1975, as amended (Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Title 28 of the California Code of Regulations) and the requirements of the California Welfare and Institutions Code Section 14590 and following. Any provision required to be in this Enrollment Agreement by either of the above shall bind On Lok PACE whether or not set forth herein, and any provision of the Enrollment Agreement which, on its effective date, is in conflict with California or federal law is hereby amended to conform to the minimum requirements of such statutes.

No Assignment

You cannot assign any benefits or payments due under this Enrollment Agreement to any person, corporation, or other organization. Any assignment by you will be void. (Assignment means the transfer to another person or organization of your right to the services provided under this Enrollment Agreement or your right to collect money from us for those services.)

Non-discrimination

On Lok PACE shall not unlawfully discriminate against Members in the rendering of service on the basis of race, ethnicity, color, national origin, ancestry, religion, sex, age, sexual orientation, marital status, registered domestic partner status, military status, mental or physical disability, medical condition, genetic information, or source of payment. On Lok PACE also shall not discriminate against Members in the provision of service on the basis of having or not having an advance health care directive.

Notice

Any notice which we give you under this Enrollment Agreement will be mailed to you at your address as it appears in our records. It is your responsibility to notify us promptly of any change to your address. When you give us any notice, please mail it

to the On Lok Health Plan Services Department at 1333 Bush Street, San Francisco, CA, 94109.

Notice of Certain Events

If you may be materially and adversely affected, we shall give you reasonable notice of any termination, breach of contract, or inability to perform by hospitals, physicians, or any other person with whom we have a contract to provide services. We will give you 30 days written notice if we plan to terminate a contract with a medical group or individual practice association from whom you are receiving treatment. In addition, we will notify you if your primary care provider's employment or contractual relationship will be terminated with On Lok PACE. In either case, we will arrange for the provision of any interrupted service by another provider.

Organ and Tissue Donation

Donating organ and tissue provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your On Lok PACE primary care provider. Organ donation begins at the hospital when a patient is pronounced brain dead and identified as a potential organ donor. An organ procurement organization helps coordinate the donation.

Our Relationship to On Lok PACE Providers

On Lok PACE providers other than On Lok PACE staff are independent organizations and are related to us by contract only. These providers are not our employees or agents. On Lok PACE providers maintain a relationship with you and are solely responsible for any of their acts or omissions, including malpractice or negligence. Nothing in this Enrollment Agreement changes the obligation you have to any provider who renders care to you to abide by the rules, regulations, and other policies established by the provider.

Participation in Public Policy of Plan

The Board of Directors of On Lok Senior Health Services has a standing committee, the "Plan Policy Advisory Committee," which reports to the board every quarter and advises the board on issues related to the acts of On Lok PACE and our staff to assure Member comfort, dignity, and convenience. The committee has at least nine members and more than half of the committee are Members who are enrolled in On Lok PACE. In addition, at least one committee member is an On Lok Senior Health Services board member and at least one committee member is a health care service provider. Most

members of the committee are appointed by the board, but are nominated by the committee itself. Any material changes in our Plan are communicated to Members at least annually.

Policies and Procedures Adopted by Us

We reserve the right to adopt reasonable policies and procedures to provide the services and benefits under this Enrollment Agreement.

Recovery from Third-Party Liability

If you are injured or suffer an ailment or disease due to an act or omission of a third party giving rise to a claim of legal liability against the third party, On Lok PACE must report such instances to the California Department of Health Care Services. If you are a Medi-Cal beneficiary, any proceeds which you may collect, pursuant to the injury, ailment, or disease, are assigned to the California Department of Health Care Services.

Reduction of Benefits

We may not decrease, in any manner, the benefits stated in this Enrollment Agreement, except after a period of at least 30 days' written notice. The 30-day period will begin on the date postmarked on the envelope.

Reimbursement from Insurance

If you are covered by private or other insurance, including but not limited to motor vehicle, liability, health care, or long-term care insurance, On Lok PACE is authorized to seek reimbursement from that insurance if it covers your injury, illness, or condition. (Instances of tort liability of a third party are excluded.) We will directly bill these insurers for the services and benefits we provide (and upon receipt of reimbursement reduce any payment responsibility you may have to On Lok PACE). You must cooperate and assist us by giving us information about your insurance and completing and signing all claim forms and other documents we need to bill the insurers. If you fail to do so, you, yourself, will have to make your full monthly payment. *(See Chapter Nine for payment responsibility.)*

Safety

To provide a safe environment, the On Lok PACE safety policy includes mandatory use of quick release wheelchair seat belts for all Members while in transit, either in a vehicle or from one program area to another.

Second Opinion Policy

You may request a second medical opinion, as may others on your behalf, including your family, your primary care provider, and the Interdisciplinary Team. If you desire a second opinion, you should notify your primary care provider. On Lok PACE authorizes second opinions within 72 hours. Additional information about requesting a second medical opinion is available by calling 415-292-8888 (TTY: 711) or contacting the On Lok Health Plan Services Department at 1333 Bush Street, San Francisco, CA 94109.

Standing Referrals Process

You may receive a standing referral to a medical specialist if you have HIV or AIDS or if your primary care provider determines that you need the continuing care of a medical specialist. Your primary care provider is responsible for approving a standing referral and will do so in accordance with the On Lok PACE standing referral procedures. Additional information regarding standing referrals, including a list of medical specialists with expertise in caring for people with HIV or AIDS, is available upon request by contacting your primary care provider or social worker.

Time Limits on Claims

Any claim that you may have against On Lok PACE or with respect to services provided by On Lok PACE must be brought by you within two years from the date you receive the service for which the claim is brought. In the case of personal injuries, the claim must be brought within one year from the date on which those injuries were sustained.

Tuberculosis Testing

A tuberculosis (TB) skin test(s) or chest X-ray is required upon enrollment. On Lok PACE will provide treatment if you are enrolled and the TB test is positive.

Waiver of Conditions for Care

If you do not meet a certain condition of On Lok PACE to receive a particular service, we reserve the right to waive such a condition if we, in our judgment, determine that you could medically benefit from receiving that service. However, if we do waive a condition for you in one instance, this does not mean that we are obligated to waive that condition or any other condition for you on any other occasion.

Who Pays for Unauthorized Services?

You will be responsible to pay for unauthorized services, except for emergency services and urgent care. *(See "Reimbursement Provisions" in Chapter Five.)*

Who Receives Payment under this Enrollment Agreement?

Payment for services provided under this Enrollment Agreement will be made by On Lok PACE to the provider. You cannot be required to pay anything that is owed by On Lok PACE to the selected providers.

Provider Referral and Reimbursement Disclosure

You are entitled to ask if our Plan has special financial arrangements with our physicians that can affect the use of referrals and other services you may need. The On Lok PACE contracted providers are either reimbursed fee-for-service or at a fixed monthly rate. If you would like more specific information, please contact the On Lok Provider Services Department at 415-292-8888 (TTY: 711) and request information about our provider payment arrangements.

Utilization Management

Information about the On Lok PACE utilization management process is available upon request by calling 415-292-8888 (TTY: 711) or contacting the On Lok Health Plan Services Department at 1333 Bush Street, San Francisco, CA 94109.

Chapter Thirteen
Definitions

Benefits and coverage are the health and health-related services which we provide through this Enrollment Agreement. These services take the place of the benefits you would otherwise receive through Medicare and/or Medi-Cal. Their provision is made possible through an agreement between On Lok PACE, the Centers for Medicare and Medicaid Services, and the California Department of Health Care Services. This Enrollment Agreement gives you the same benefits you would receive under Medicare and Medi-Cal, plus additional benefits. To receive any benefits under this Enrollment Agreement, you must meet the conditions described in this Enrollment Agreement.

California Department of Health Care Services (DHCS) means the single State Department responsible for administration of the federal Medicaid (referred to as Medi-Cal in California) Program, California Children's Services (CCS), Genetically Handicapped Persons Program (GHPP), Child Health and Disability Prevention (CHDP), and other health-related programs.

California Department of Managed Health Care means the State Department responsible for regulating managed care health plans in California.

Contracted provider means a health care professional, a health facility, or an agency with which On Lok PACE has contracted to provide health and health-related services to On Lok PACE Members.

Coverage decision means the approval or denial of health services by On Lok PACE substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under the terms and conditions of our Enrollment Agreement with you.

Credentialed refers to the requirement that all practitioners (physicians, psychologists, dentists, and podiatrists) who serve On Lok PACE Members must undergo a formal process that includes background checks to verify their education, training, and experience.

Disputed health care service means any health care service eligible for payment under your Enrollment Agreement with On Lok PACE that has been denied, modified, or delayed by a decision of On Lok PACE in whole or in part due to the finding that the service is not medically necessary. A decision regarding a "disputed health care service" relates to the practice of medicine and is not a "coverage decision."

Eligible for nursing home care means your health status, as evaluated by the On Lok PACE Interdisciplinary Team, meets the State of California's criteria for placement in either an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF). The On Lok PACE goal, however, is to help you to stay in the community as long as possible, even if you are eligible for nursing home care. Although the initial assessment is conducted by On Lok PACE, the California Department of Health Care Services is responsible for the final determination of clinical eligibility.

Emergency medical condition and **emergency services** are defined in Chapter Five.

Enrollment Agreement means the agreement between you and On Lok PACE, which establishes the terms and conditions and describes the benefits available to you. This Enrollment Agreement remains in effect until disenrollment and/or termination takes place.

Exclusion means any service or benefit that is not included in this Enrollment Agreement. For example, non-emergency services received without prior authorization by the On Lok PACE Interdisciplinary Team's qualified clinical professionals are excluded from coverage. You would have to pay for any such unauthorized services.

Experimental and investigational service means a service that is not seen as safe and effective by generally accepted medical standards to treat a condition (even if it has been authorized by law for use in testing or other studies in humans); or has not been approved by the government to treat a condition.

Family means your spouse, "significant other," children, relatives, close friends, or any other person you choose to involve in your care.

Health services are services such as medical care, diagnostic tests, medical equipment, appliances, drugs, prosthetic and orthopedic devices, nutritional counseling, nursing, social services, therapies, dentistry, optometry, podiatry, and audiology. Health services may be provided in one of the On Lok PACE centers or clinics, in your home, or in professional offices of contracted specialists, or other providers, hospitals, or nursing homes under contract with On Lok PACE.

Health-related services are those services which help On Lok PACE provide health services and enable you to maintain your independence. Such services include personal care, homemaker/chore service, attendant care, recreational activities, escorts, translation, transportation, home-delivered meals, and assistance with housing problems.

Home care refers to two categories of services—supportive and skilled services. Based on an individualized plan of care, supportive services are provided to Members in their homes and may include household services and related chores, such as laundering, meal assistance, cleaning, and shopping, as well as assistance with bathing and dressing as needed. Skilled services may be provided by the program's social workers, nurses, occupational and physical therapists, and medical staff.

Hospital services are those services which are generally and customarily provided by acute care hospitals.

Interdisciplinary Team means the On Lok PACE team of service providers, facilitated by a program manager and consisting of primary care providers (a physician and possibly a nurse practitioner), registered nurses, social workers, home care coordinators, physical and occupational therapists, activity therapists, dietitians, personal care aides, and drivers of our vans.

Life threatening means diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted.

Medically necessary means medical or surgical treatments provided to a Member by a participating provider of the Plan which are: (a) appropriate for the symptoms and diagnosis or treatment of a condition, illness, or injury; (b) in accordance with accepted medical and surgical practices and standards prevailing at the time of treatment; and (c) not for the convenience of the Member or a participating provider of the Plan.

Member is a person who meets the On Lok PACE eligibility criteria and voluntarily signs an Enrollment Agreement with On Lok PACE to enroll in our Plan. The words "you," "your," or "yours" refer to a Member. We frequently refer to our Members as "Participants" in our program.

Monthly fee means the amount that you must pay each month in advance to On Lok PACE to receive the benefits under this Enrollment Agreement.

Nursing home means a health facility licensed as either an Intermediate Care Facility or a Skilled Nursing Facility by the California Department of Health Care Services.

On Lok PACE is the name of the PACE program and health care service plan administered by On Lok Senior Health Services, a not-for-profit community-based organization providing health and health-related care on a prepaid basis to older persons residing in our service area who are eligible for nursing home care. The words "we," "our," "us," "On Lok," and "Plan" also refer to On Lok PACE.

Out-of-area is any area beyond the On Lok PACE service area (San Francisco County, Santa Clara County, and the cities of Fremont, Newark, and Union City in Alameda County).

PACE is the acronym for the **P**rogram of **A**ll-Inclusive **C**are for the **E**lderly. With On Lok PACE as the model, PACE is the comprehensive service plan which integrates acute and long-term care for older people with serious health problems. Payments for services are on a monthly capitation basis, combining both state and federal dollars through Medicare and Medi-Cal. Individuals not eligible for these programs pay privately.

Physician is a doctor who is either employed by On Lok PACE or has a contract with On Lok PACE to provide medical services to its Members.

Primary care provider is a physician or nurse practitioner who is either employed by On Lok PACE or has a contract with On Lok PACE to provide medical services to its Members.

Representative means a person who is acting on behalf of or assisting a PACE Participant, and may include but is not limited to, a family member, a friend, a PACE employee, or person legally identified as Power of Attorney for Health Care/ Advanced Directive, Conservator, Guardian, etc.

Sensitive services means those services related to sexually transmitted diseases (STDs) and HIV testing.

Service area means the geographical area that On Lok PACE serves. This area is San Francisco County, Santa Clara County, and the cities of Fremont, Newark, and Union City in Alameda County.

Service location means any location at which a Member obtains any health or health-related service under the terms of this Enrollment Agreement.

Share of cost means the payment calculated by the California Department of Health Care Services based on a Member's eligibility for the Medi-Cal program that is paid by the Member to On Lok PACE each month.

Urgent care means the care provided to a Member who is out of the service area, and who believes their illness or injury is too severe to postpone treatment until they return to the service area, but their life or function is not in severe jeopardy.

Appendix

This Appendix explains your rights to make health care decisions and how you can plan what should be done when you cannot speak for yourself. A federal law requires us to give this information to you. We hope this information will help increase your control over your medical treatment.

Who decides about my treatment?

Your primary care provider will give you information and advice about treatment. You have the right to choose. You can say "Yes" to treatments you want. You can say "No" to any treatment you do not want even if the treatment you do not want might keep you alive longer. If you have a conservator, you still may make your own health care decisions. This only changes if and when a judge decides that your conservator will also make your health care decisions on your behalf.

How do I know what I want?

Your primary care provider must tell you about your medical condition and about what different treatments can do for you. Many treatments have "side effects." Your primary care provider must offer you information about serious problems that medical treatment may cause.

Often, more than one treatment might help you—and people have different ideas about which is best. Your primary care provider can tell you which treatments are available to you and which treatments may be most effective for you. Your primary care provider can also discuss whether the benefits of treatment are likely to outweigh potential drawbacks. However, your primary care provider cannot choose for you. That choice depends on what is important to you.

What if I am too sick to decide?

If you are unable to make treatment decisions, your primary care provider will ask your closest available relative or friend, or the person you have personally identified to your primary care provider as the one you want to speak for you to help decide what is best for you. That works most of the time. But sometimes everyone does not agree about what you want to happen if you cannot speak for yourself. There are several ways that you can prepare in advance for someone you choose to speak for you. Under California law, this is called an **Advance Health Care Directive**.

An **Advance Health Care Directive** lets you write down the name of the person you want to make health care decisions for you when you are unable to do so. This part of an **Advance Health Care Directive** is called a **Durable Power of Attorney for Health Care**. The person you choose is called the "agent." There are **Advance Health Care Directive** forms you can use, or you can write down your own version as long as you follow a few basic guidelines.

Who can write an advance directive?

You can if you are 18 years or older and of sound mind. You do not need a lawyer to make or fill out an **Advance Health Care Directive**.

Who can I name to make medical treatment decisions when I am unable to do so?

When you make your **Advance Health Care Directive**, you can choose an adult relative or friend whom you trust. That person will be able to speak for you when you are too sick to make your own decisions.

How does this person know what I would want?

Talk to the family member or friend whom you are considering to be your agent about what you want. Make sure they feel comfortable with your wishes and will be able to carry them out on your behalf. You may write down your treatment wishes in the **Advance Health Care Directive**. You may include when you would or would not want medical treatment. Talk to your primary care provider about what you want and give your primary care provider a copy of the form. Give another copy to the person named as your agent. Take a copy with you when you go into a hospital or other treatment facility.

Sometimes treatment decisions are hard to make and it truly helps your family and your primary care provider if they know what you want. The **Advance Health Care Directive** also gives your health care team legal protection when they follow your decisions.

What if I do not have anybody to make decisions for me?

If you do not want to pick someone, or do not have anybody to name as your agent, you can just write down your wishes about treatment. This is still an **Advance Health Care Directive**. There is a place on the standard form to write your wishes, or you can write them on your own piece of paper. If you use the form, you simply may leave the **Power of Attorney for Health Care** section blank.

Writing down your wishes this way tells your primary care provider what to do when you can no longer speak for yourself. You can write that you do not want any treatment that would only prolong your dying or you can write that you do want life-prolonging care. You also can provide more detail about the type and timing of care you would want. (Whatever you write, you would still receive treatment to keep you comfortable.)

The primary care provider must follow your wishes about your treatment unless you have requested something illegal or against accepted medical standards. If your primary care provider does not want to follow your wishes for another reason, your primary care provider must turn your care over to another primary care provider who will follow your wishes. Your primary care provider is also legally protected when they follow your wishes.

You may also want to talk to your primary care provider about specific treatments that you could face and ask him/her to help you document your decisions in a POLST form.

What is a POLST form?

A POLST (Physician Orders for Life-Sustaining Treatment) form documents a physician order which gives you more control over your end-of-life care and must be followed in all healthcare settings. It clearly states what kinds of medical treatment that you want or do not want toward the end of life. POLST is similar, but it does not replace an **Advance Health Care Directive**. Under California law, health care providers are required to treat you in accordance with your wishes indicated on the POLST form.

Can I just tell my primary care provider who I want making decisions for me?

Yes, as long as you personally tell your primary care provider the name of the person you want to make these health care decisions. Your primary care provider will write what you said in your medical chart. The person you named will be called your "surrogate." Your surrogate will be able to make decisions based on your treatment wishes, but only for 60 days or until your specific treatment is done.

What if I change my mind?

You can change or revoke your Advance Health Care Directive at any time as long as you communicate your wishes.

Do I have to fill out one of these forms?

No, you do not have to fill out any of these forms if you do not want to. You can just talk with your primary care provider and ask him/her to write down in your medical

chart what you have said. And you can talk with your family. But people will be clearer about your treatment wishes if you write them down. And your wishes are more likely to be followed if you write them down.

Will I still be treated if I do not fill out these forms or do not talk to my primary care provider about what I want?

Absolutely. You will still get medical treatment. We just want you to know that if you become too sick to make decisions, someone else will have to make them for you. Remember that:

- A **Durable Power of Attorney for Health Care** lets you name someone to make treatment decisions for you. That person can make most medical decisions—not just those about life sustaining treatment—when you cannot speak for yourself.
- If you do not have someone you want to name to make decisions when you cannot, you can also use an **Advance Health Care Directive** to just say when you would and would not want particular types of treatment.
- If you already have a "**Living Will**" or **Durable Power of Attorney for Health Care**, it is still legal and you do not need to make a new **Advance Health Care Directive** unless you wish to do so.

How can I get more information about advance directives or POLST?

Ask your primary care provider, nurse, or social worker to get more information for you.

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PACE

1-888-996-6565
TTY: 711
www.onlok.org/PACE
8:00am – 4:30pm
Monday – Friday

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