



on LOK[®]
where seniors embrace life

PACE

Participant Enrollment Agreement

Terms and Conditions

1-888-996-6565

TTY: 711

onlok.org/PACE

8:30am – 5:00pm

Monday – Friday

**PROGRAM OF ALL-INCLUSIVE CARE
FOR THE ELDERLY**

**ON LOK PACE
PARTICIPANT ENROLLMENT
AGREEMENT**

TERMS AND CONDITIONS

Effective September 1, 2025

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

Telephone: 1-888-996-6565
For the Hearing-Impaired, TTY: 711

onlok.org/PACE

Monday – Friday, 8:30 a.m. – 5:00 p.m.

THIS BOOKLET BELONGS TO: _____

PACE CENTER: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

PACE CENTER DIRECTOR: _____

PRIMARY CARE PROVIDER: _____

SOCIAL WORKER: _____

FOR 24-HOUR EMERGENCY SERVICES

ON-CALL PHYSICIAN TELEPHONE NUMBER: _____

EMERGENCY TELEPHONE NUMBER: 911

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CHAPTER 1

WELCOME TO ON LOK PACE

On Lok PACE is a health care services plan designed just for people at the age of 55 and older who have ongoing health care needs. We are very pleased to welcome you as a participant. Since we enroll only individuals, dependents are not covered when you enroll.

Please keep this booklet. Your signed copy of the On Lok PACE Enrollment Agreement form is a legally binding contract between you and On Lok PACE.

This document should be read carefully and completely. Individuals with special health care needs should carefully read those sections that apply to them. You can find a Summary of Benefits and Coverage Table containing the major provisions of On Lok PACE 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, and if the agreements are not renewed, the program will be terminated.

If you would like further information about the benefits of On Lok PACE, 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 “participant” or “member.” The term “participant” is most often used at On Lok PACE. *Some of the terms used in this document may not be familiar to you. Please refer to the “Definitions” section in the back (Chapter 13) 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.

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

On Lok PACE operates 24 hours a day, 7 days a week, 365 days a year. To treat the

multiple chronic health care problems of our participants, our health care professionals assess and evaluate changes, provide timely intervention, and encourage participants to help themselves. Based on your needs, we provide medical, nursing, and nutrition services; rehabilitation therapy; in-home services and training; pharmaceuticals; podiatry; audiology; and vision, dental, mental health, and any other service approved by the Interdisciplinary Team (IDT). On an inpatient basis, we provide acute and skilled nursing care in contracted facilities. (See *Chapter 4 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. If you do sign and enroll with us, your benefits under On Lok PACE continue until you choose to disenroll from the program or you no longer meet the conditions of enrollment. (See *Chapter 10 for information on termination of benefits.*)

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

- A copy of the signed On Lok PACE Participant Enrollment Agreement, which includes Terms and Conditions (this document)
- An On Lok PACE membership card (will be provided within 30 calendar days of enrollment)
- A sticker with our emergency telephone numbers to post in your home

Binding Neutral Arbitration as a Dispute Resolution Option

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

While under On Lok PACE care, you may choose to submit, 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), to arbitration as provided by California law. Arbitration is an optional alternative to a lawsuit or court proceeding, except as California law provides for judicial review of arbitration proceedings. If you choose arbitration, both parties to this agreement 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 12, under “Arbitration.”*)

Summary of Benefits and Coverage Table

The following table is intended to help you compare coverage benefits and is a summary only. There are no copayments for PACE services.

Please read this entire booklet, which constitutes your Enrollment Agreement with On Lok PACE, for a detailed description of coverage benefits and limitations.

Services must be either pre-approved or obtained from specified physicians, hospitals, pharmacies, and other health care providers who contract with On Lok PACE.

Prior authorization is never required for Emergency Services. *Please refer to Chapter 4, Benefits and Coverage.*

CATEGORY	SERVICES AND LIMITATIONS
Deductibles	None
Lifetime Maximums	None
Professional Services	<ul style="list-style-type: none"> • Primary care services and medical specialty services, routine physicals, preventive health care, sensitive services, outpatient surgical services, and outpatient mental health. • Dental coverage, including preventive services (exams, X-rays, and cleanings) and restorative services (fillings, root canals, crowns, dental implants, bridges, and dentures). • 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.
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 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, and non-medical items, unless authorized by the Interdisciplinary Team.

CATEGORY	SERVICES AND LIMITATIONS
Emergency Health Coverage	Coverage for emergency services. On Lok PACE does not cover emergency services outside the United States or its territories, except for emergency services requiring hospitalization in Canada or Mexico.
Ambulance Services	
Prescription Drug Coverage	Coverage for medications when prescribed by an On Lok PACE provider.
Durable Medical Equipment	
Mental Health Services	
Chemical Dependency Services	
Home Health Services	
Other	<ul style="list-style-type: none"> • Skilled nursing facility. Coverage provided for semi-private rooms only, unless authorized by the Interdisciplinary Team. • Home care services. • Day center services (including nutrition, hot meals, escort, and transportation). • 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 2

SPECIAL FEATURES OF ON LOK PACE

Our health care services plan has several unique features:

1. Expertise in Caring

Our successful approach focuses on developing customized care plans addressing specific health and health-related issues for each participant. Our dedicated, highly skilled providers both plan and provide care, so the care you receive is comprehensive and coordinated.

2. The Interdisciplinary Team (IDT)

Your care is planned and provided by a team of specialists, working together with you. Your team includes a primary care provider (physician or nurse practitioner), registered nurse, home care coordinator, social worker, physical therapist, occupational therapist, activity therapist, dietitian, the PACE center director, and others who assist you, such as personal care attendants and drivers of our vans. Each team member's special expertise is employed to assess your health care needs. Other staff may be called upon if necessary. Together a plan of care is developed just for you.

3. Facilities

You will receive many of your health care services at our PACE center—where your team is. *Our teams and PACE centers are located at the following addresses in San Francisco County, Santa Clara County, and Alameda County:*

San Francisco County

225 30th Street, San Francisco, CA 94131

1333 Bush Street, San Francisco, CA 94109

1441 Powell Street, San Francisco, CA 94133

3575 Geary Boulevard, San Francisco, CA 94118

Santa Clara County

299 Stockton Avenue, San Jose, CA 95126

130 North Jackson Avenue, San Jose, CA 95116

Alameda County

3683 Peralta Boulevard, Fremont, CA 94536

In addition to our PACE centers, you may 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, and your special needs will determine which center you attend. We provide transportation for you to come to the center. How often you come to the center will depend upon your care plan.

On Lok PACE offers you access to medical care through our primary care providers and center on a 24-hour basis, 365 days of the year.

4. Choice of Physicians and Providers

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

When necessary, services are provided in your home, a hospital, or a nursing home. We have contracts with 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 by contacting the On Lok Health Plan Services Department at 1-888-996-6565 (TTY: 711) or memberservices@onlok.org.

5. Authorization and Management of Care

You will know each member of the team very well, for they will all work closely with you to help you remain as healthy and independent as possible. Before you can receive any service from On Lok PACE, the Interdisciplinary Team must approve the service. However, prior authorization is never required for emergency services.

At least every six months—more frequently if you are having problems—your team assesses your needs and adjusts services if necessary. You and/or your family may request an assessment. If your situation changes, the Interdisciplinary Team adjusts your services, based on your care plan assessment and other needs.

6. 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 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—the same benefits that you are entitled to 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.

7. No Pre-set Limits to Care

On Lok PACE has no pre-set limit to services. There are no limits or restriction to the number of hospital or nursing home days that are covered if your On Lok PACE provider determines that they are necessary. 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.

8. “Lock-in” Provision

When you enroll with On Lok PACE, we will be your sole service provider and you agree to receive medical services **exclusively** from our organization, except in the case of an emergency or for approved urgently needed services when you are out of the service area. You will have access to all 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 prepayment plan or optional benefit, including the hospice benefit, after enrolling in On Lok PACE is considered a voluntary disenrollment from On Lok PACE. If you are not eligible for Medicare when you enroll in On Lok PACE and become eligible after enrollment, you will be disenrolled if you elect to obtain Medicare coverage other than from On Lok PACE. (Please note that any services you use before your enrollment will not be paid for by On Lok PACE unless these are specifically authorized.)

CHAPTER 3

ELIGIBILITY AND ENROLLMENT

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

- Reside in On Lok PACE's service area, which includes San Francisco County, Santa Clara County, and the cities of Fremont, Newark, and 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. A "Skilled Nursing Facility" is a level-of-care designation of the need for continuous 24-hour availability of skilled nursing. An "Intermediate Care Facility" is a level-of-care designation of the need for 24-hour supervised care during the day on weekdays.
- Are able to live in the community without jeopardizing your health and safety at the time of enrollment.

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 State's 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.

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 or disenroll from 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 by the California Department of Health Care Services, On Lok PACE will then initiate the enrollment process.
- If you do not meet the financial eligibility requirements for Medi-Cal, you may pay privately for your care (*see Chapter 9*).
- If you are denied enrollment because your health or safety would be jeopardized by living in a community setting, On Lok PACE will do the following:
 - (1) Notify you in writing of the reason for the denial, and of your right to appeal the denial through the State Fair Hearing process.
 - (2) Refer you to alternative services, as appropriate.
 - (3) Maintain supporting documentation of the reason for the denial.
 - (4) Notify the Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services in the form and manner specified by CMS and make the documentation available for review.

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).

CHAPTER 4

BENEFITS AND COVERAGE

Please see Chapter 5 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 PACE center as listed on the inside cover of this booklet at any time.

Our plan provides ready access to a whole array of professionals and health care services. Upon enrollment, you will be assigned a primary care provider at the center where you will receive services.

All benefits are covered by On Lok PACE and will be provided according to your needs as assessed by 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 the social worker.

Benefits include:

- Services in the PACE center, your home, the community, hospitals, and nursing facilities
- 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, immunizations, and all generally accepted cancer screening tests)
- Sensitive services, which are services related to sexually transmitted diseases and HIV testing
- Medical specialty services, including, but not limited to, the following:
 - Anesthesiology
 - Audiology
 - Cardiology
 - Dentistry

- Dermatology
- Gastroenterology
- Gynecology
- Internal medicine
- Nephrology
- Neurosurgery
- Oncology
- Ophthalmology
- Oral surgery
- Orthopedic surgery
- Otorhinolaryngology
- Palliative medicine
- Pharmacy consulting services
- Plastic surgery
- Podiatry
- Psychiatry
- Pulmonology
- Radiology
- Rheumatology
- General surgery
- Thoracic and vascular surgery
- Urology
- Kidney dialysis
- Outpatient surgical services
- Outpatient mental health
- Social services/case management (including medical)
- Health education and counseling
- Rehabilitation therapy (physical, occupational, and speech)
- Personal care
- Activity therapy (such as art, music, and recreational programs)
- Social and cultural 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
- Prescribed drugs and medicines
- Vision care (prescription eyeglasses, corrective lenses after cataract surgery)
- Hearing exams and hearing aids
- Dental care from the On Lok PACE dentist, with the goal of restoring participant oral function to a condition that will help maintain optimal nutritional and health status. Dental services include (but are not limited to): Preventive Care (initial and yearly examinations, radiographs, prophylaxis, and oral hygiene instructions); Basic Care (fillings and extractions); and Major Care (treatment that is determined by the condition of the mouth, for example, the amount of remaining supporting bone, the participant's ability to comply with instruction, and the participant's motivation to pursue oral health care). Major Care includes temporary crowns, full or partial dentures, and root canals.
- Diagnosis and treatment of male erectile dysfunction provided that the care is from an On Lok PACE staff physician or a physician specialist under contract to On Lok PACE, and that such care is authorized by the Interdisciplinary Team
- Mastectomy, lumpectomy, lymph node dissection, prosthetic devices, and reconstructive surgery
- Necessary materials, supplies, and services for the management of diabetes mellitus

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)
 - Social services (including medical)
 - Home health aide service

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, supplies
- Operating room and recovery room
- Oxygen and anesthesia
- Organ and bone marrow transplants (non-experimental and non-investigative)
- 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

On Lok PACE will only cover private room and private duty nursing, or any non-medical items that have an additional charge, such as telephone charges or television rental, when authorized by the Interdisciplinary Team.

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 therapy
- Medical social services

On Lok PACE will only cover private room and private duty nursing, or any non-medical items that have an additional charge, such as telephone charges or television rental, when authorized by the Interdisciplinary Team.

End of Life Care

On Lok PACE's 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 Medicare hospice benefit, you will need to disenroll from our program and enroll in a Medicare-certified hospice provider. *(See Chapter 7 for more information about your rights regarding palliative care, comfort care, or end-of-life care services.)*

CHAPTER 5

EMERGENCY SERVICES AND URGENT CARE

On Lok PACE provides emergency care 24 hours per day, 7 days per week, and 365 days per year.

An emergency is a life-threatening medical condition. If not diagnosed and treated immediately, emergent medical conditions could result in serious and permanent damage to your health.

Examples of an emergency can include:

- Chest pain/symptoms of a heart attack
- Unexpected or sudden loss of consciousness
- Choking
- Severe difficulty breathing
- Symptoms of a stroke
- Severe bleeding
- Sudden unexpected onset of a serious illness
- Significant injury from a fall

Emergency services include inpatient or outpatient services furnished immediately in or outside the service area because of an emergency medical condition.

Call “911” if you reasonably believe that you have an emergency medical condition that requires an emergency response and/or ambulance transport services. Shock, unconsciousness, difficulty breathing, symptoms of a heart attack, 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 physicians who are familiar with your medical history will work with the emergency service providers in following up with

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 On Lok PACE social worker. Your social worker will explain what to do if you become ill while you are away from your On Lok PACE physician. 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 participant and provides information to care providers (emergency rooms and hospitals) about your health care coverage and how to reach us, if necessary.

If you are out of the On Lok PACE service area for more than 30 days, On Lok PACE may disenroll you unless On Lok PACE agrees to a longer absence due to extenuating circumstances, such as when a participant is hospitalized or out of the service area during the initial 30 days of enrollment, or services are disrupted due to catastrophic weather-related events.

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 or its territories. If you use emergency services when 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 physician.

Urgent care includes inpatient or outpatient services that are necessary to prevent serious deterioration of your health resulting from an unforeseen illness or injury where treatment cannot be delayed until you return to our service area.

Post stabilization care means services provided after an emergency that a treating physician views as medically necessary after an emergency medical condition has been stabilized. On Lok PACE will pay for all medically necessary health care services provided to a participant that are necessary to maintain the participant's stabilized condition up to the time that On Lok PACE arranges the participant's transfer or the participant is discharged.

On Lok PACE must approve any urgent care services or post stabilization care

services when you are out of the service area. For authorization of any non-emergency, out-of-the-area services, you must call the On Lok PACE center as listed on the inside cover of this booklet or your On Lok PACE membership card and speak with your nurse, social worker, or primary care provider. If we do not respond to your request for approval within (1) hour of being contacted, or we cannot be contacted for approval, these services will be covered.

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 or 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 charges. Please send a copy of this receipt to your On Lok PACE social worker within 30 business days.

Please note that if you receive any medical care or covered services as described in this document outside of the United States or its territories (other than as described above), On Lok PACE will not be responsible for the charges.

CHAPTER 6

EXCLUSIONS AND LIMITATIONS ON BENEFITS

Please see Chapter 5 to learn how to receive care if you have a medical emergency or other urgent need for care. Except for emergency services received outside our service area, 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 4* for particular benefits.

Covered Benefits Do Not Include:

- Cosmetic surgery, unless it is required for improved functioning of a malformed part of the body resulting from an accidental injury or for reconstruction following mastectomy.
- Experimental or investigational medical, surgical, or other health procedures.
- Any services rendered outside the United States or its territories, except for emergency services requiring hospitalization in Canada or Mexico.

CHAPTER 7

YOUR RIGHTS AND RESPONSIBILITIES

On Lok PACE Participant Bill of Rights

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

At On Lok PACE, we are dedicated to providing you with quality health care services so that you may remain as independent as possible. This includes providing all Medicare and Medi-Cal covered items and services, and other services determined to be necessary by the Interdisciplinary Team across all care settings, 24 hours a day, 7 days a week.

Our staff and contractors seek to affirm the dignity and worth of each participant by assuring the following rights:

You have the right to treatment.

You have the right to treatment that is both appropriate for your health conditions and provided in a timely manner. You have the right:

- To receive all the care and services you need to improve or maintain your overall health condition, and to achieve the highest level of physical, emotional, and social well-being and function.
- To get emergency services when and where you need them without the On Lok PACE Interdisciplinary Team's approval. A medical emergency is when you think your health is in serious danger—when every second counts. You may have a bad injury, sudden illness, or an illness quickly getting much worse. You can get emergency care anywhere in the United States or its territories, and you do not need to get permission from On Lok PACE prior to seeking emergency services.

You have the right to be treated with respect.

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

You have the right:

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

You have a right to protection against discrimination.

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

- Race
- Ethnicity
- Color
- National origin
- Ancestry
- Religion
- Sex (including sex characteristics, including intersex traits; pregnancy or related conditions; sexual orientation; gender identity; and sex stereotypes)
- Age
- Marital status
- Mental or physical disability

- Medical condition
- Genetic information
- Source of payment for your health care (for example, Medicare or Medi-Cal)

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

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

You have a right to information and assistance.

You have the right to get accurate, easy-to-understand information, to have this information shared with your designated representative, who is the person you choose to act on your behalf, and to have someone help you make informed health care decisions. You have the right:

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

also have a right to review how the PACE program plans to correct any problems that are found at inspection.

Before On Lok PACE starts providing palliative care, comfort care, and end-of-life care services, you have the right to have information about these services fully explained to you. This includes your right to be given, in writing, a complete description of these services and how they are different from the care you have been receiving, and whether these services are in addition to, or instead of, your current services. The information must also explain, in detail, how your current services will be impacted if you choose to begin palliative care, comfort care, or end-of-life services, including, but not limited to, the impact to the following services. Specifically, it must explain any impact to:

- Physician services, including specialist services
- Hospital services
- Long-term care services
- Nursing services
- Social services
- Dietary services
- Transportation
- Home care
- Therapy, including physical, occupational, and speech therapy
- Behavioral health
- Diagnostic testing, including imaging and laboratory services
- Medications
- Preventative healthcare services
- PACE center attendance

You have the right to change your mind and take back your consent to receive palliative care, comfort care, or end-of-life care services at any time and for any reason by letting On Lok PACE know either verbally or in writing.

You have a right to a choice of providers.

You have the right to choose a health care provider, including your primary care provider and specialists, from within the PACE program's network and to get quality health care. Women have the right to get services from a qualified women's health

care specialist for routine or preventive women's health care services.

You have the right to have reasonable and timely access to specialists as indicated by your health condition.

You also have the right to receive care across all care settings, up to and including placement in a long-term care facility when On Lok PACE can no longer maintain you safely in the community.

You have a right to participate in treatment decisions.

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

- To have all treatment options explained to you in a language you understand, to be fully informed of your health status and how well you are doing, and to make health care decisions. This includes the right not to get treatment or take medications. If you choose not to get treatment, you must be told how this will affect your physical and mental health.
- To fully understand On Lok PACE's palliative care, comfort care, and end-of-life care services. Before On Lok PACE can start providing you with palliative care, comfort care, and end-of-life care services, the PACE program must explain all of your treatment options, give you written information about these options, and get written consent from you or your designated representative.
- To have the PACE program help you create an advance directive if you choose. An advance directive is a written document that says how you want medical decisions to be made in case you cannot speak for yourself. You should give it to the person who will carry out your instructions and make health care decisions for you.
- To participate in making and carrying out your plan of care. You can ask for your plan of care to be reviewed at any time.
- To be given advance notice, in writing, of any plan to move you to another treatment setting and the reason you are being moved.

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

- You have the right to talk with health care providers in private and to have your personal health care information kept private and confidential, including health data that is collected and kept electronically, as protected under state and

federal laws.

- You have the right to look at and receive copies of your medical records and request amendments.
- You have the right to be assured that your written consent will be obtained for the release of information to persons not otherwise authorized under law to receive it.
- You have the right to provide written consent that limits the degree of information and the persons to whom information may be given.

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

You have a right to make a complaint.

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

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

You have the right to request additional services or file an appeal.

You have the right to request services from On Lok PACE, its employees, or contractors, that you believe are necessary. You have the right to a comprehensive and timely process for determining whether those services should be provided.

You also have the right to appeal any denial of a service or treatment decision by the PACE program, staff, or contractors.

You have a right to leave the program.

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

Additional Help:

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 (TTY: 711).

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 1-888-804-3536 (Health Consumer Alliance – Medi-Cal Ombudsman Program).

Participant Responsibilities

We believe that you and any family member or caregiver involved in your care 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 responsibilities listed below.

You have the responsibility to:

- Cooperate with the Interdisciplinary Team in implementing and following your care plan.
- Discuss with your providers if you do not want to accept a treatment or medication that your Interdisciplinary Team decides you need, and to understand and accept the consequences to your health and well-being if you refuse any recommended treatment.
- Provide the Interdisciplinary Team with a complete and accurate medical history.
- Utilize only those services authorized by On Lok PACE.
- Take all prescribed medications as directed.
- Call the On Lok PACE physician for direction in an urgent situation.
- Notify On Lok PACE within 48 hours or as soon as reasonably possible if you require emergency services whether in or out of the service area.

- Notify On Lok PACE when you wish to initiate the disenrollment process.
- Notify On Lok PACE of a move or lengthy stay outside of the service area.
- Pay required monthly fees as appropriate.
- Treat our staff with respect and consideration, and without discrimination of any kind.
- Not ask staff to perform tasks that they are prohibited from doing by PACE or agency regulations.
- Voice any concerns or dissatisfaction you may have with your care.

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

CHAPTER 8

PARTICIPANT GRIEVANCE AND APPEALS PROCESSES

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 to deny, reduce, or stop 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. Any time you wish to make a grievance or file an appeal, we are available to assist you. If you do not speak English, a bilingual staff member or translation services will be available to assist you.

You will never be discriminated or retaliated against, nor be made to be afraid of discrimination or retaliation, because you have made a grievance or filed an appeal. On Lok PACE will continue to provide you with all of your required services during the grievance or appeals process. The confidentiality of your grievance or appeal will be maintained throughout the grievance or appeals process and information pertaining to your grievance or appeal will only be released to authorized individuals.

Grievance Procedure

A grievance is a complaint, made either in writing or verbally, expressing dissatisfaction with the delivery of your services or the quality of your care regardless of whether you are requesting any action be taken as a result. Grievances may be between you and On Lok PACE, or between you and one of your other service providers through the PACE program. You will receive written information of the grievance process when you enroll and at least annually thereafter. A grievance may include, but is not limited to:

- The quality of services you receive in your home, at the PACE center, or in an inpatient stay (hospital, rehabilitative facility, skilled nursing facility, intermediate care facility, or residential care 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;
- A violation of your rights; and
- Discrimination by any PACE center staff, contracted providers, and/or contracted provider staff.

Submission of Grievances

A grievance can be made by you, your family member or caregiver, or your designated representative. The information below describes the grievance submission process.

1. You can verbally discuss your grievance either in person or by telephone with PACE program staff of the center you attend, or with any On Lok PACE contracted provider, including your driver, and the providers who care for you in your home. If you discuss your grievance with a contracted provider, they will let an On Lok PACE staff person know the details of your complaint. The staff person will make sure that your grievance is documented. You will need to provide complete information of your grievance, so the appropriate staff person can respond and help to resolve your grievance in a timely and efficient 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

While not required, you may request a Grievance Report form to use when submitting a written grievance.

You may also contact our Health Plan Services Department at **415-292-8895**, or our toll-free telephone number at **1-888-996-6565**, to receive assistance in filing a grievance. For the hearing impaired (TTY), please call **711**. Our Health Plan Services Department will assist you with your grievance submission. You may also access our website at **onlok.org/PACE** to receive information about the grievance process.

2. The staff member who receives your grievance will coordinate the investigation when the cause of your issue is not already known, and an investigation of your grievance will be conducted to find solutions and take appropriate action. All information related to your grievance will be kept strictly confidential, including from other On Lok PACE staff and contracted providers when appropriate. Please note, if you do not wish to be notified of the grievance resolution, let On Lok PACE know at the time you make your grievance. On Lok PACE will still investigate, but On Lok PACE will note your wishes and will not send you any further notifications.
3. On Lok PACE will continue to furnish all required services to you during the grievance process.
4. On Lok PACE staff will take action to resolve your grievance as quickly as your case requires, but no later than thirty (30) calendar days after receipt of your grievance.

Resolution of Grievances

1. On Lok PACE will notify you of the resolution of your grievance as quickly as your case requires, but no later than three (3) calendar days after the date we resolve your grievance.
2. On Lok PACE will notify you either verbally or in writing based on your preference. The exception is for grievances related to quality of care, for which we will always provide written notification of the grievance resolution.
3. The notification that On Lok PACE provides will include a summary of your grievance, what steps we have taken to investigate the grievance, what we found as a result of our investigation, what actions we have taken or are going to take to resolve the issue, and when you can expect those actions to occur.

Grievance Review Options

1. If you are not satisfied with the resolution, please let us know so that we can continue to work toward a resolution that is acceptable.
2. You also have the option of contacting 1-800-MEDICARE (1-800-633-4227) to make a complaint related to the quality of your care or the delivery of a service.
3. If you have Medicare and your grievance is related to Medicare covered services, you, your family or caregiver, or your designated representative have the right to file a written complaint with the quality improvement organization

(QIO). If you submit a complaint to the QIO, On Lok PACE must cooperate with them to resolve the complaint. This information will also be included in the resolution notification you receive if you have submitted your grievance to On Lok PACE as an additional option available to you.

4. In the event that On Lok PACE is unable to provide a satisfactory resolution, you are entitled to pursue your grievance with the California Department of Health Care Services by contacting:

Health Consumer Alliance
Medicare Medi-Cal Ombudsman Program
www.healthconsumer.org
Telephone: 1-888-804-3536
TTY: 1-877-735-2929

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 (TTY: 711)** 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.dmh.ca.gov> has complaint forms, IMR application forms and instructions online."

Home Health Hotline: If you have a question or concern regarding On Lok PACE's home health services, we recommend that you first discuss the matter with your home health nurse, social worker, or PACE center director. 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.

Appeals Process

When On Lok PACE decides not to cover or pay for a service you want, you may take action to change our decision. The action you take—whether verbally or in writing—is called an "**appeal**." You have the right to appeal any decision we have made to deny, reduce, or stop what you believe are covered services or to pay for services that you believe we are required to pay.

You will receive written information of the appeals process when you enroll, at least annually after that, and any time that the Interdisciplinary Team denies a request for services or for payment of services.

Standard and Expedited Appeals Processes: There are two types of appeals processes: standard and expedited. Both of these processes are described 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, reduced, or stopped. This is the date that appears on the Notice of Action for Service or Payment Request. (The 180-day limit may be extended for good cause.) We will respond to 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 or stay well is in danger without the service you want, you or any treating physician may ask for an **expedited appeal**. We will automatically decide on your appeal as quickly as your health requires, but no later than seventy-two (72) hours after we receive your request for an expedited appeal. We may extend this time frame up to fourteen (14) calendar 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.

Note: If you have Medi-Cal and the reason for your appeal is that On Lok PACE

decided to reduce or stop service(s) you were receiving, you may choose to request to continue receiving the disputed service(s) until the appeals process is completed. If our initial decision to reduce or stop 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 On Lok PACE denies a service or payment for a service that you or your representative has requested or reduces or stops a service you were already receiving, you may appeal the decision. A written notification will be provided to you and/or your representative that will explain the reason for the denial of your service request or request for payment, and you will also receive verbal notification.
2. You can make your appeal either verbally, in person or by telephone, or in writing with your PACE center's staff. The staff person will make sure that you are provided with written information on the appeals process, and that your appeal is documented appropriately. 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. If more information is needed, you will be contacted by our Health Plan Services Department 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 **1-888-995-6565**, Monday through Friday from 8:30 a.m. to 5:00 p.m., to request an appeal form and/or to receive assistance in filing an appeal. For the hearing impaired (TTY), please call **711**.
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) business days for a **standard** appeal. For an **expedited** appeal, we will notify you or your representative within one (1) business day by telephone or in person that the request for an expedited appeal has been received.

6. The reconsideration of On Lok PACE's decision will be made by a person(s) not involved in the initial decision-making process in consultation with the Interdisciplinary Team and who does not have a stake in the outcome of your appeal. You and anyone helping with your appeal may present or submit relevant facts and/or evidence for review, in person as well as in writing.
7. Once On Lok PACE completes the review of your appeal, you and 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 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, we are required to provide or arrange for services as quickly as your health condition requires. **If we decide fully in your favor** on a request for **payment**, we are required to 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, we will provide you with written notification that will include the specific reason(s) for the denial, why the service would not improve or maintain your overall health, your right to appeal the decision, and a description of your external appeal rights through either the Medicare or Medi-Cal program (**see Additional Appeal Rights, below**). We also are required to notify the federal Centers for Medicare and Medicaid Services and the California Department of Health Care Services.

Additional Appeal Rights under Medi-Cal and Medicare

If On Lok PACE makes a decision that is not fully in your favor, you have additional appeal rights called external appeal rights. An external appeal involves a new and impartial review of your appeal request through either the Medicare or Medi-Cal program. If you are enrolled in both **Medicare and Medi-Cal**, you may choose which appeals process you wish to use. If you are not sure which program you are enrolled in, ask us. We can explain how the processes differ, and whether one would be more appropriate. The external appeal may only be made to one or the other (Medicare or Medi-Cal), but not both. We also will send your appeal on to the appropriate external program for review if you would like.

The Medicare and Medi-Cal external appeals processes are described below.

Medi-Cal External Appeals Process

The **Medi-Cal program** conducts their next level of appeal through the state hearing process.

If you are enrolled in both **Medicare and Medi-Cal 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. At any time during the appeals process, you may request a state hearing through:

California Department of Social Services
State Hearings Division
P.O. Box 944243, Mail Station 19-37
Sacramento, CA 94244-2430
Telephone: 1-800-952-5253
Fax: 916-229-4410
TTY: 1-800-952-8349

If you choose to request a state hearing, you must ask for it within ninety (90) calendar days from the date of the decision by the third-party reviewer.

If the decision is not in your favor of your appeal, there are further levels of appeal, and we will assist you in pursuing your appeal.

Medicare External Appeals Process

The **Medicare program** contracts with an "Independent Review Entity" (IRE) to provide external review on appeals involving PACE programs. This review entity is completely independent of On Lok PACE.

If you are **enrolled in both Medicare and Medi-Cal OR Medicare only** and choose to appeal our decision using Medicare's external appeals process, we will send your appeal to the IRE to impartially review your appeal. A written request for reconsideration must be filed with the IRE within sixty (60) calendar days from the date of the decision by the impartial reviewer of the internal appeal. The IRE will contact us with the results of their review. The IRE will either maintain our original decision or change our decision and rule in your favor.

For more information regarding the appeals process or to request forms, please contact our Health Plan Services Department at **415-292-8895**, or our toll-free telephone number at **1-888-995-6565**, Monday through Friday from 8:30 a.m. to 5:00 p.m., to request an appeal form and/or to receive assistance in filing an appeal. For the hearing impaired (TTY), please call **711**.

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 9

MONTHLY FEES

Your monthly premium, if any, will depend upon your eligibility for Medicare and Medi-Cal as well as your personal income and assets. If you have a monthly responsibility for payment of a premium or prescription drug coverage, On Lok PACE will explain this to you. We will also discuss your payment with you at the enrollment conference and will write the amount on your Enrollment Agreement before you are asked to sign it. We will notify you in writing of any change in your monthly premium at least 30 days before the change takes effect. If you choose, On Lok PACE can automatically withdraw the premium from your bank account.

You may continue to pay your usual monthly Medicare Part B premium or have it deducted from your Social Security check, if applicable.

The information below can help you understand your premium based upon your payer source.

A. Dually Eligible (Medi-Cal and Medicare) or Medi-Cal Only

You may not be required to make a monthly premium payment to On Lok PACE. Your spend down amount, if any, is determined by the State of California and payable to On Lok PACE, and On Lok PACE will make the premium payment to the State of California on your behalf.

Your Interdisciplinary Team will help determine if you will have any payment responsibility.

If applicable, your monthly payment of \$_____ starts on _____ (date).

B. Medicare Only

If you have Medicare and are not eligible for Medi-Cal, then you will pay a monthly premium to On Lok PACE. Your Interdisciplinary Team will help determine what the monthly premium will be.

Your monthly premium of \$_____ starts on _____ (date). Because this fee does not include the cost of Medicare prescription drug coverage, you will be responsible for an additional monthly premium for Medicare

prescription drug coverage in the amount of \$_____. * You may pay both fees together or you may contact your social worker for additional payment options.

* The monthly Medicare prescription drug coverage fee will be the rate that is approved by the Centers for Medicare and Medicaid Services (CMS). This rate is calculated on an annual basis. You will be notified of the current approved prescription drug rate at enrollment and annually thereafter.

C. Private Pay (Neither Medicare nor Medi-Cal Eligible)

If you are not eligible for Medicare or Medi-Cal, you will pay a monthly premium to On Lok PACE. Your monthly premium of \$_____ starts on _____ (date). Because this fee does not include the cost of prescription drug coverage, you will be responsible for an additional monthly premium for prescription drug coverage in the amount of \$_____. *

D. Paying My Fees

If you are required to pay a monthly fee to On Lok PACE, including a premium for your services or prescription drug coverage, or a Medi-Cal spend down amount or share of cost, you will receive an invoice. You must pay this amount by the first day of the month after you sign the Enrollment Agreement. Thereafter, payments will be due on the first of each month. Payment can be made by check, money order, cash, or automatic withdrawal. We can help with setting up the automatic withdrawal for your premium.

Send your check or money order to:

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

E. I Received a Bill or Claim

If you receive a bill or claim from a provider, please give a copy to a member of your Interdisciplinary Team for payment consideration.

You are not liable for approved in-network services and the bill or claim was likely sent to you in error. If the bill is for an unapproved or out-of-network service, it may not be covered, and you may be personally responsible for payment.

If this happens, On Lok PACE will provide you a letter explaining the reason it is not covered along with your appeal rights.

Please refer to your signed Enrollment Agreement for the amount you will be charged. If you have a monthly responsibility for payment of a premium or prescription drug coverage, the enrollment representative will explain this to you. We will also discuss your payment with you at the enrollment conference and write the amount on your Enrollment Agreement before you are asked to sign it. If you are charged both premiums, you may pay them together or you may contact your social worker for additional payment options. We will notify you in writing of any change in your monthly premium at least 30 days before the change takes effect.

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

F. Prescription Drug Coverage Late Enrollment Penalty

Please be aware that if you are eligible for Medicare prescription drug coverage and are enrolling in On Lok PACE after going without Medicare prescription coverage or coverage that was as 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 may contact your On Lok PACE social worker for more information about whether this applies to you.

If you are required to pay a monthly premium or a premium for prescription drug coverage, you will receive an invoice. You must pay this amount by the first day of the month after you sign the Enrollment Agreement and on the first day of each subsequent month. Payment may be made by check or money order to:

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

G. Termination for Non-Payment

If you pay a monthly fee, 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 the amount due after a thirty (30) day grace period, On Lok PACE may send you notification that you will be involuntarily disenrolled. If this occurs, On Lok PACE will mail you a written Disenrollment Notice thirty (30) calendar days in advance, informing you that you will be disenrolled if you still have not paid the

amount due by the disenrollment date given in the Disenrollment Notice. The disenrollment date will be the first day of the next month that begins thirty (30) days after the date that On Lok PACE sends you the Disenrollment Notice. The Disenrollment Notice will also inform you that, if you pay the required amount before the effective date of your disenrollment, you will remain enrolled with no break in coverage. If you are required to pay a monthly fee, you are obligated to pay the fee for any month that you use On Lok PACE services. *If you are disenrolled and you wish to re-enroll, please refer to Chapters 10 and 11 regarding On Lok PACE's disenrollment policy and renewal provisions.*

H. Other Charges

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

CHAPTER 10

TERMINATION OF BENEFITS

After signing your Enrollment Agreement, your benefits under On Lok PACE continue indefinitely unless you choose on your own to give up your enrollment in the program (voluntary), or you are disenrolled because you no longer meet the conditions of enrollment (involuntary).

On Lok PACE will work to transition you back into traditional Medicare and/or Medi-Cal programs and services for which you are eligible as quickly as possible. Medical records will be forwarded to your new providers within 30 days, and 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's services and to pay the monthly fee, if applicable, until your disenrollment becomes effective. On Lok PACE will continue to provide all necessary services until disenrollment is effective. If you should require care before your reinstatement occurs, On Lok PACE will pay for the service that you are entitled by Medicare or Medi-Cal.

On Lok PACE will provide you with information on the impact and consequences, including, but not limited to, explaining that you may not receive all the same services and benefits in other optional Medicare or Medi-Cal programs following disenrollment from PACE.

Voluntary Disenrollment

If you wish to cancel your benefits by disenrolling, you should discuss this with your social worker. You may disenroll from On Lok PACE at any time and for any reason. You will be asked to sign a "Disenrollment Form." This form will indicate that you will no longer be entitled to services through On Lok PACE after midnight on the last day of the month. The effective date of your disenrollment will be the first day of the month following the date we receive your disenrollment notification. Please note that you may not enroll or disenroll from On Lok PACE at a Social Security office.

Involuntary Disenrollment

On Lok PACE can stop your benefits by giving you thirty (30) days' notice in writing for any of the following reasons:

- You move out of the On Lok PACE service area or are out of the service area for more than 30 consecutive days unless On Lok PACE agrees to a longer absence due to extenuating circumstances (*see Chapter 6*).
- You or your caregiver engage in disruptive or threatening behavior, which jeopardizes your health or safety or the safety of others. This would include if you have decision-making capacity and you consistently refuse to comply with the terms of your plan of care or 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 or your caregiver display disruptive interference with care planning or threatening behavior that interferes with the quality of PACE services provided to you and other PACE participants.
- It is determined that you no longer meet the Medi-Cal requirements for nursing facility level of care and are not deemed eligible.
- You fail to pay or fail to make satisfactory arrangements to pay any premium due to On Lok PACE, any applicable Medi-Cal spend down liability, or any amount due under the post-eligibility treatment of income process, within the 30-day grace period.
- The agreement between On Lok PACE, the Centers for Medicare and Medicaid Services, and the 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.

Involuntary disenrollments are effective on the first day of the next month that begins 30 days after the day we send you notice of your disenrollment.

All rights to benefits will stop at midnight on the last day of the month following a voluntary or involuntary disenrollment. 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) and to pay the monthly fee, if applicable, until disenrollment becomes effective. On Lok PACE will continue to provide all necessary services until the disenrollment is 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).

CHAPTER 11

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 voluntarily disenroll (*see Chapter 10*), or
2. You are involuntarily disenrolled due to one of the other conditions specified in *Chapter 10*.

If you leave On Lok PACE, you may be re-enrolled. To be re-enrolled, you must reapply, meet the eligibility requirements, and complete our assessment process.

CHAPTER 12

GENERAL PROVISIONS

Arbitration

Except for disputes subject to a Medicare appeal procedure, you may elect to resolve 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), through arbitration as provided by California law. Arbitration is an optional alternative to a lawsuit or court proceeding, except as California law provides for judicial review of arbitration proceedings. If you choose arbitration, both parties to this Enrollment Agreement 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 federal and state law. This information will be stored in a secured manner that will protect your privacy and be kept for the time period required by federal or state regulation, which ever one is the longest.

Authorization to Take and Use Photographs

By accepting coverage under this Enrollment Agreement, you authorize On Lok PACE to make and use photographs, video recordings, and 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 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 we will provide you with an updated copy and explain the changes to you and your caregiver.

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 the On Lok Health Plan Services Department at 1-888-996-6565 (TTY: 711).

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. On Lok PACE will work to transition you back into the traditional Medicare and/or Medi-Cal programs, so your care is not jeopardized.

Cooperation in Assessments

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

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, Sections 1894 and 1934 of the Social Security Act, and Chapter 42 of the Code of Federal Regulations, Part 460. 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), California Welfare and Institutions Code Sections 14591 through 14593, and Title 22 of the California Code of Regulations, Divisions 3 and 5. 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 participants in the rendering of service on the basis of race, ethnicity, color, national origin, ancestry, religion, sex (including sex characteristics, including intersex traits; pregnancy or related conditions; sexual orientation; gender identity; and sex stereotypes), age, marital status, mental or physical disability, medical condition, genetic information, or source of payment. On Lok PACE also shall not discriminate against participants in the provision of service on the basis of having or not having an Advance Health Care Directive.

Notice

Any notice that we give you under this Enrollment Agreement will be mailed to you at your address as it appears on 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:

On Lok PACE
Health Plan Services Department
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 Enrollment Agreement, or inability to perform by hospitals, physicians, or any other person with whom we have a contract to provide services. We will give you a 30-day 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 organs 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, known as the Plan Policy Advisory Committee, that reports to the board every quarter and advises the board on issues related to the actions of On Lok PACE and our staff to assure participant comfort, dignity, and convenience. The committee has at least nine members and more than half of the committee are participants 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 services provider. Most members of the committee are appointed by the board, but are nominated by the committee itself. Any material changes in our health care services plan are communicated to participants 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.

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 Health Plan Services Department at 1-888-996-6565 (TTY: 711) or memberservices@onlok.org and request information about our provider payment arrangements.

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 that you 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 a 30-day 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 9 for payment responsibility.)*

Safety

To provide a safe environment, On Lok PACE's safety policy includes mandatory use of quick release wheelchair seat belts for all participants 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.

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), IGRA blood test, or chest X-ray is required upon enrollment. On Lok PACE will provide treatment if the TB test is positive.

Payment for Unauthorized Services

You may be fully and personally responsible to pay for unauthorized or out-of-PACE-network services, except for emergency services and urgent care (see *"Reimbursement Provisions" in Chapter 5*).

Payment for Services 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.

CHAPTER 13

DEFINITIONS

Benefits and coverage are the health and health-related services 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, Medicare (Centers for Medicare and Medicaid Services of the Department of Health and Human Services) and Medi-Cal (California Department of Health Care Services). This Enrollment Agreement gives you the same benefits you would receive under Medicare and Medi-Cal, plus many additional benefits. To receive any benefits under this Enrollment Agreement, you must meet the conditions described in this Enrollment Agreement.

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

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 participants must undergo a formal process that includes thorough background checks to verify their education, training, and experience and confirm competence.

Department of Health Care Services (DHCS) means the single State Department responsible for administration of the federal Medicaid Program (referred to as Medi-Cal in California).

Disputed health care service means any health care service eligible for payment under your Enrollment Agreement with On Lok PACE that has been denied, reduced, or stopped by a decision of On Lok PACE in whole or in part due to the finding that a 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 that 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). On Lok PACE's goal, however, is to help you to stay in the community as long as possible, even if you are eligible for nursing home care.

Emergency medical condition and **emergency services** are defined in *Chapter 5*.

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

Exclusion means any service or benefit that On Lok PACE is not permitted to provide according to federal regulation.

Experimental and investigational service means a service that is not seen as safe and effective treatment by generally accepted medical standards (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, and relatives; the definition of "family" may also be expanded to include 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 an On Lok PACE center or clinic, 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 that 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 services, transportation, home-delivered meals, and assistance with housing problems.

Home health care refers to two categories of services—supportive and skilled services. Based on individualized plans of care, supportive services are provided to participants 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 on-call

medical staff.

Hospital services are those services that are generally and customarily provided by acute general hospitals.

Interdisciplinary Team (IDT) means On Lok PACE's team of service providers, facilitated by a PACE center director and consisting of primary care providers (PCPs), registered nurses, master's-level social workers (MSWs), personal care attendants, home care coordinators, drivers, physical and occupational therapists, activity therapists, and dietitians. Members of the Interdisciplinary Team will assess your medical, functional, and psychosocial status and develop a plan of care that identifies the services needed. Many of the services are provided and monitored by this team. All services you receive must be authorized by your physician or other qualified clinical professionals on the Interdisciplinary Team. Periodic reassessment of your needs will be done by the team and changes in your treatment plan may occur.

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

Monthly fee means the amount you must pay each month in advance to On Lok PACE to receive 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.

On Lok PACE 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 participants.

Out-of-area is any area beyond On Lok PACE's service area. *(See below for definition of service area).*

PACE is the acronym for the **P**rogram of **A**ll-Inclusive **C**are for the **E**lderly. PACE is the comprehensive service plan that 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. PACE arranges for participants to come to the On Lok PACE center to receive individualized care from physicians, nurses, and other health and social service providers. The goal is to help participants stay independent in the community for as long as safely possible.

Primary care provider (PCP) is a physician, nurse practitioner, or physician assistant who is either employed by On Lok PACE or has a contract with On Lok PACE to provide medical services to participants.

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 a person legally identified as Power of Attorney for Health Care/advance directive, conservator, guardian, etc.

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

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

Urgent care means services provided to you when you are out of the PACE service area, and you believe your illness or injury is too severe to postpone treatment until you return to the service area, but your life or function is not in severe jeopardy.

Appendix I

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

Who Decides About My Treatment?

Your health care providers will give you information and advice about treatment. You have the right to choose. You may say “Yes” to treatments you want. You may say “No” to treatments you do not want. You are entitled to say “No” to a treatment you do not want even if that treatment 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, friend, or the person you have personally identified to the 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 you can prepare in advance for someone you choose to speak for you. Under California law, these are called Advance Health Care Directives.

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 Health Care Directive?

You can if you are 18 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 then be able to speak for you in the event that 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 would want. Make sure they feel comfortable with your wishes and 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 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 choose someone, or do not have anybody to name as your agent, you may 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 may write them on your own piece of paper. If you use the form, simply leave the Power of Attorney for Health Care section blank.

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

May 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 making 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 may change your mind 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 may just talk to your primary care provider and ask them to write down in your medical chart what you have said; and you may 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 medical 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 may 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.

ON LOK PACE PARTICIPANT ENROLLMENT AGREEMENT SIGNATURE PAGE

A. Effective Dates of Enrollment

Your enrollment is effective:	
Your On Lok PACE Center is located:	
The telephone number is:	
You will attend the On Lok PACE Center on:	

Your driver will pick you up at approximately:

(While we plan to be on time, we will do our best to let you know if we will be later than expected.)

Your driver will take you home at approximately:

B. Enrollment Agreement Signature Sheet/Family Conference Packet

Name of Applicant:

Date of Birth: _____ **Sex:** _____

Permanent Address:

Mailing Address (if different from Permanent Address):

Medicare Beneficiary Status:

☐ **Part A** ☐ **Part B** ☐ **Part D** ☐ **ALL** ☐ **NONE**

Medicare Number:

Medi-Cal Recipient Status:

Medi-Cal Number:

Other Health Insurance Information (other insurance coverage, current Prescription Drug Plan, etc.):

Primary Language:

Secondary Language:

Arbitration: It is understood that, except for disputes subject to a Medicare appeal procedure, you may elect to resolve any dispute, disagreement, or claim that you have with On Lok PACE, including any disputes 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), through arbitration as provided by California law rather than through a lawsuit or court proceeding, except as California law provides for judicial review of arbitration proceedings. If you choose arbitration, both parties to this Enrollment Agreement 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.

☐ I choose to resolve disputes, disagreements, or claims through arbitration.

Initials: _____

BY SIGNING THIS DOCUMENT, I, _____, agree to enroll in the services of On Lok PACE. I have received a copy of the On Lok PACE Participant Enrollment Agreement and talked with an On Lok PACE staff member about my enrollment benefits. I understand that once I enroll in On Lok PACE, I am to receive all my health care benefits from On Lok PACE.

An On Lok PACE staff member has reviewed the following information with me and/or my caregiver:

- Introduction and program description.
- The mission statement of On Lok PACE.
- Eligibility requirements for participation in On Lok PACE.
- The process of enrolling in On Lok PACE.
- Power of Attorney for Health Care and advance directives.
- **Benefits and coverage information that include:**
 - Effective date of enrollment and a sample of the Enrollment Conference Checklist (that is located in the Enrollment Agreement).
 - A description of the kind of benefits and coverage I receive with On Lok PACE.

- Information about the On Lok PACE center that I will attend, including location, hours, and what to do when the weather is bad.
- Information about the PACE Interdisciplinary Team that will care for me.
- On Lok PACE employees.
- On Lok PACE contract providers.
- Financing - Monthly payment information, including what I may have to pay, if anything. Also, I understand what On Lok PACE will not pay for.
- Notification that a participant with Medi-Cal may be liable for any applicable spend-down liability and any amounts due under the post-eligibility treatment of income process.
- Information about long-term care facilities, and how they may be used for my care.
- Emergency and urgent care coverage.
- Information about what should be done if I am hurt in an accident.
- A copy of the On Lok PACE Participant Bill of Rights.
- My responsibilities as a participant of On Lok PACE.
- Information about the On Lok PACE Plan Policy Advisory Committee.
- Information about the On Lok PACE grievance process.
- Information about the On Lok PACE appeals process.
- Information about the Medi-Cal and Medicare appeals processes.
- Information about stopping my On Lok PACE benefits.
- Information about re-applying to On Lok PACE.
- A confidentiality statement.
- Definitions of terms in the agreement booklet.
- Notice that you may not enroll or disenroll from On Lok PACE at a Social Security office.

I have received copies of the above information and have been allowed to ask questions, and my questions have been answered. I understand the On Lok PACE program and wish to become a participant.

I understand that enrollment in On Lok PACE will result in automatic disenrollment from any other Medicare or Medi-Cal prepayment plan. I also understand that enrollment in any other Medicare or Medi-Cal prepayment plan or optional benefit, including the hospice benefit, subsequent to enrolling in On Lok PACE will subject

me to voluntary disenrollment from On Lok PACE. Additionally, I understand that if I am not eligible for Medicare when I enroll in On Lok PACE and become eligible after enrollment, I will be disenrolled if I elect to obtain Medicare coverage other than from On Lok PACE.

I understand that if I move out of the service area or am absent from the service area for a period of time longer than thirty (30) days, I must notify On Lok PACE.

I agree to accept my health services from On Lok PACE instead of other programs sponsored by Medicare and/or Medi-Cal, and understand that they will be my sole service provider, and that my effective date of enrollment is: _____ (Date)

I understand that I am authorizing the disclosure and exchange of my personal information between the Centers for Medicare and Medicaid Services (CMS) and its agents, the California Department of Health Care Services (DHCS), and On Lok PACE.

_____ Name of Participant	_____ Signature of Participant	_____ Date
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_____ Name of Witness	_____ Signature of Witness	_____ Date
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_____ Name of Designated Representative*	_____ Signature of Designated Representative*	_____ Date
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_____ Signature of Authorized On Lok PACE Representative	_____ Date
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* Signature other than that of the participant or immediate family member will be accompanied by the appropriate documentation in accordance with state law and On Lok PACE policies and procedures.

On Lok PACE Staff Use Only:

Date of Receipt of Enrollment Agreement: _____

Staff Member Who Received Enrollment Agreement: _____

Your Enrollment/Family Conference Packet

Checklist

Enclosed in this packet are important items you will receive as an On Lok PACE participant. Some of the items will be received at different times and can be kept in this packet. Please read and follow these directions carefully so that if an emergency happens, you, your family, and any health care facility will know exactly what to do.

- ☐ Your On Lok PACE CARD is the small white card. It identifies you as a participant of On Lok PACE and must be shown when you need to use the hospital. Keep this card with your Medicare and Medi-Cal cards.
- ☐ The YELLOW EMERGENCY STICKER is the long, bright yellow sticker. The sticker shows the numbers to dial in case of an emergency. This sticker needs to be placed on or near your telephone, so it will be handy when you need it most.
- ☐ The EMERGENCY PLAN is the detailed sheet you will sign that has instructions on “what to do” in case of an emergency. This also outlines the health care wishes you have chosen (Basic Life Support, or Do Not Resuscitate (DNR), or Full Code). You may also have the option of using a Physician Orders for Life Sustaining Treatment (POLST) medical order. You will receive an original or copy of the pink DNR or POLST form to post in your home if you have chosen that course for your care.

In addition, this packet contains:

- Your copy of the signed **Enrollment Agreement**. This must be signed before you can receive On Lok PACE services.
- Your signed **Acknowledgement of the Care Plan** that your Interdisciplinary Team designed for you.
- **Your On Lok PACE Center** information that includes your scheduled days of attendance and pick-up and return times.
- **Your Interdisciplinary Team** information, including the names of team members. Any future changes in your Interdisciplinary Team will be communicated to you.
- **On Lok PACE Contract Providers** list. Any future changes in On Lok PACE contract providers will be communicated to you.
- Information about the **On Lok PACE Plan Policy Advisory Committee**.
- A **Confidentiality Statement**.
- **Consent** forms for **immunizations** and **marketing**.
- Information about what you will need to bring to the On Lok PACE center on your days of attendance and a sample calendar of activities.



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PACE

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TTY: 711

onlok.org/PACE

8:30am – 5:00pm

Monday – Friday