

# *Member Handbook*

## *Health Maintenance Organization (HMO)*

Evidence of Coverage for Large Group and Grandfathered Small Group Plans  
Effective January 1, 2015



**This Member Handbook (including the enclosed Health Plan Benefits and Coverage Matrix) is your COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM that discloses the terms and conditions of coverage. Applicants have the right to view this Member Handbook prior to enrollment. This Member Handbook is only a summary of Covered Benefits available to you as a Sharp Health Plan Member. The Group Agreement signed by your Employer should be consulted to determine the exact terms and conditions of coverage. A specimen copy of the Group Agreement will be furnished to you by the Plan or your Employer upon request.**

The Group Agreement and this Member Handbook may be amended at any time. In the case of a conflict between the Group Agreement and this Member Handbook, the provisions of this Member Handbook (including the enclosed Health Plan Benefits and Coverage Matrix) shall be binding upon the Plan notwithstanding any provisions in the Group Agreement, which may be less favorable to Members.

This Member Handbook provides you with information on how to obtain Covered Benefits and the circumstances under which these benefits will be provided to you. We recommend you read this Member Handbook thoroughly and keep it in a place where you can refer to it easily. Members with special health care needs should carefully read those sections that apply to them.

For easier reading, we capitalized words throughout this Member Handbook to let you know that you can find their meanings in the GLOSSARY section.

**Please contact us with questions about this Member Handbook.**

**Customer Care  
8520 Tech Way, Suite 200  
San Diego, CA 92123**

**Email: [customer.service@sharp.com](mailto:customer.service@sharp.com)  
Call: (858) 499-8300 or toll-free at 1-800-359-2002  
8:00 a.m. to 6:00 p.m., Monday to Friday**

**[sharphealthplan.com](http://sharphealthplan.com)**



**The Health Plan Benefits and Coverage Matrix, which is part of  
this Member Handbook, is enclosed.**

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# WELCOME TO SHARP HEALTH PLAN

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Thank you for selecting Sharp Health Plan for your health plan benefits. Your health and satisfaction with our service are most important to us. We encourage you to let us know how we may serve you better by calling us at (858) 499-8300 or toll-free at 1-800-359-2002. Our Customer Care Representatives are available Monday through Friday from 8:00 a.m. to 6:00 p.m. to answer any questions you may have. Additionally, after hours and on weekends, you have access to a specially trained registered nurse for immediate medical advice by calling the same Customer Care phone number.

Sharp Health Plan is a San Diego-based health care service plan licensed by the State of California. We are a managed care system that combines comprehensive medical and preventive care in one plan. You receive preventive care and health care services from a network of providers who are focused on keeping you healthy. You have the added convenience of not submitting paperwork or bills for reimbursement.

## **Booklets and Information**

We will provide you with booklets and information to help you understand and use your health plan. They include this Member Handbook, the Health Plan Benefits and Coverage Matrix, a Provider Directory and Member newsletters. It's very important that you read through this information to better understand your plan of benefits and how to access care, and then retain the booklets and information for reference. This information is also available online at [sharphealthplan.com](http://sharphealthplan.com).

## **Member Handbook**

The Member Handbook explains your health plan membership, how to use the Plan and who to call if you need assistance. This Member Handbook is very important because it describes your health plan benefits and explains how your health plan works. For easier reading, we capitalized words throughout this Member Handbook to let you know that you can find their meanings in the “**GLOSSARY**” section.

## **Health Plan Benefits and Coverage Matrix**

This brochure outlines the applicable Copayments that apply to the medical benefit plan design your Employer purchased. The Health Plan Benefits and Coverage Matrix, is considered part of the Member Handbook.

## **Provider Directory**

This directory is a listing of Plan Physicians, Plan Hospitals and other Plan Providers in your Plan Network. This directory is very important because it lists the Plan Providers from whom you obtain all non-emergency services. You will find the name of the network that you are associated with on your Member identification card. It's very important to use the correct Plan Network. Use the correct directory to choose your Primary Care Physician, who will be responsible for providing or coordinating all your health care needs. The directories are available online at [sharphealthplan.com](http://sharphealthplan.com). You may also request a directory by calling Customer Care.

## **Member Newsletter**

We distribute this newsletter to update you on Sharp Health Plan throughout the year. The newsletter may include information about health care, the Member Advisory Committee (also called the Public Policy Advisory Committee), health education classes and how to use your health plan benefits.

## HOW DOES THE PLAN WORK?

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PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

ALL REFERENCES TO PLAN PROVIDERS, PLAN MEDICAL GROUPS, PLAN HOSPITALS AND PLAN PHYSICIANS IN THIS MEMBER HANDBOOK REFER TO PROVIDERS AND FACILITIES IN YOUR PLAN NETWORK, AS IDENTIFIED ON YOUR MEMBER IDENTIFICATION CARD.

Please read this Member Handbook carefully to understand how to maximize your Plan Covered Benefits. After you have read the Member Handbook, we encourage you to call Customer Care with any questions. To begin, here are the basics that explain how to make the Plan work best for you.

### **Choice of Plan Physicians and Plan Providers**

Sharp Health Plan Providers are located throughout San Diego and southern Riverside counties. The Provider Directory lists the addresses and phone numbers of Plan Providers, including PCPs, hospitals and other facilities.

- The Plan has several physician groups (called Plan Medical Groups or PMGs) from which you choose your Primary Care Physician (PCP) and through which you receive specialty physician care or access to hospitals and other facilities. In some Plan Networks, you can also select a PCP who is contracted directly with the Plan. If you choose one of these PCPs, your PMG will be “Independent.”
- You select a PCP for yourself and one for each of your Dependents. Look in the Provider Directory for your Plan Network to find your current doctor or select a new one if he/she is not listed. Family members may select different PCPs and PMGs to meet their individual needs, except as described below. If you need help selecting a PCP, please call Customer Care.

- In certain cases, newborns are assigned to the mother’s PMG until the first day of the month following birth. You may assign your newborn to a different PCP or PMG following the birth month by calling Customer Care.
- Write your PCP selection on your enrollment form and give it to your Employer.
- If you are unable to select a doctor at the time of enrollment, we will select one for you so that you have access to care immediately. If you would like to change your PCP, just call Customer Care. We recognize that the choice of a doctor is a personal one, and encourage you to select a PCP who best meets your needs.
- You and your Dependents obtain Covered Benefits through your PCP and from the Plan Providers who are affiliated with your PMG. If you need to be hospitalized, your PCP will generally direct your care to the Plan Hospital or other Plan facility where he/she has admitting privileges. Since PCPs do not usually maintain privileges at all facilities, you may want to check with your PCP to see where he/she admits patients. If you would like assistance with this information, please call Customer Care.
- Some hospitals and other providers do not provide one or more of the following services that may be covered under your plan contract and that you or your family member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association, clinic or Customer Care to ensure that you can obtain the health care services that you need.

## **Call Your PCP When You Need Care**

- Call your PCP for all your health care needs. Your PCP's name and telephone number are shown on your Member Identification (ID) Card. You will receive your ID card soon after you enroll. If you are a new patient, forward a copy of your medical records to your PCP before you are seen, to enable him/her to provide better care.
- Make sure to tell your PCP about your complete health history, as well as any current treatments, medical conditions or other doctors who are treating you.
- If you have never been seen by your PCP, you should make an appointment for an initial health assessment. If you have a more urgent medical problem, don't wait until this appointment. Speak with your PCP or other health care professional in the office, and they will direct you appropriately.
- You can contact your PCP's office 24 hours a day. If your PCP is not available or if it is after regular office hours, a message will be taken. Your call will be returned by a qualified health professional within 30 minutes.

- If you are unable to reach your PCP, please call Customer Care. You have access to our nurse advice line evenings and weekends for immediate medical advice.
- If you have an Emergency Medical Condition, call "911" or go to the nearest hospital emergency room.
- Women have direct and unlimited access to OB/GYN Plan Physicians as well as PCPs (family practice, internal medicine, etc.) in their Primary Care Physician's PMG for obstetric and gynecologic services.

## **Present Your Member ID Card and Pay Copayment**

- Always present your Member ID Card to Plan Providers. If you have a new ID card because you changed PCPs or PMGs, be sure to show your provider your new card.
- When you receive care, you pay the provider any Copayment specified on the Health Plan Benefits and Coverage Matrix. For convenience, some Copayments are also shown on your Member ID Card.

Call us with questions at (858) 499-8300 or toll-free at 1-800-359-2002, or email us at [customer.service@sharp.com](mailto:customer.service@sharp.com).

## **HOW DO YOU OBTAIN MEDICAL CARE?**

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### **Use Your Member ID Card**

The Plan will send you and each of your Dependents a Member ID Card that shows your Member number, benefit information, certain Copayments, your Plan Network, your PMG, your PCP's name and telephone number, and information about obtaining Emergency Services. Present this card whenever you need medical care and identify yourself as a Sharp Health Plan Member. Your ID Card can only be used to obtain care for yourself. If you allow someone else to use your ID Card, the Plan will not cover the services and may terminate your coverage. If you lose your ID Card or require medical services prior to receiving your ID Card, please call Customer Care.

### **Access Health Care Services Through Your Primary Care Physician**

#### **Call Your PCP for all Your Health Care Needs**

Your PCP will provide the appropriate services or referrals to other Plan Providers. If you need specialty care, your PCP will refer you to a specialist. All specialty care must be coordinated through your PCP. You may receive a standing referral to a specialist if your Primary Care Physician determines, in consultation with the specialist and the Plan, that you need continuing care from a specialist.



If you fail to obtain Authorization from your PCP, care you receive may not be covered by the Plan and you may be responsible to pay for the care. Remember, however, that women have direct and unlimited access to OB/GYNs as well as PCPs (family practice, internal medicine, etc.) in their Primary Care Physician's PMG for obstetric and gynecologic services.

### **Use Sharp Health Plan Providers**

You receive Covered Benefits from Plan Providers who are affiliated with your PMG and who are part of your Plan Network. To find out which Plan Providers are affiliated with your PMG and part of your Plan Network, refer to the Provider Directory for your Plan Network or call Customer Care. If Covered Benefits are not available from Plan Providers affiliated with your PMG, you will be referred to another Plan Provider to receive such Covered Benefits. You are responsible to pay for any care not provided by Plan Providers affiliated with your PMG, unless your PMG has prior-Authorized the service or unless it is an emergency.

### **Schedule Appointments**

When it is time to make an appointment, you simply call the doctor that you have selected as your PCP. Your PCP's name and phone number are shown on the Member ID Card that you receive when you enroll as a Sharp Health Plan Member. Remember, only Plan Providers may provide Covered Benefits to Members. You are responsible to pay for any care not provided by a Plan Provider who is part of your Plan Network, unless the care has been prior-Authorized by your PMG or unless it is an emergency.

### **Referrals to Non-Plan Providers**

Sharp Health Plan has an extensive network of high quality Plan Providers throughout the Service Area. Occasionally, however, Plan Providers may not be able to provide the services you need that are covered by the Plan. If this occurs, your PCP will refer you to a provider where the services you need are available. You should make sure that these services are Authorized in advance. If the services are Authorized, you pay only the Copayments you would pay if the services were provided by a Plan Provider.

### **Use Sharp Health Plan Hospitals**

If you need to be hospitalized, your Plan Physician will admit you to a Plan Hospital that is affiliated with your PMG and part of your Plan Network. If the hospital services you require are not available at this Plan Hospital, you will be referred to another Plan Hospital to receive such hospital services. To find out which Plan Hospitals are affiliated with your PMG, please check the provider directory online at [sharphealthplan.com](http://sharphealthplan.com) or call Customer Care. You are responsible to pay for any care that is not provided by Plan Hospitals affiliated with your PMG, unless it is Authorized by your PMG or unless it is an emergency.

### **Changing Your PCP**

It is a good idea to stay with a PCP so your doctor can get to know your health needs and medical history. However, you can change to a different PCP in your Plan Network for any reason. If you wish to change your PCP, please call or email Customer Care. One of our Customer Care Representatives will help you choose a new doctor. In general, the change will be effective on the first day of the month following your call.

### **Obtain Required Authorization**

Except for PCP services, Emergency Services and obstetric and gynecologic services, you are responsible for obtaining valid Authorization before you receive Covered Benefits. To obtain a valid Authorization:

1. Prior to receiving care, contact your PCP or other approved Plan Provider to discuss your treatment plan.
2. Request prior Authorization for the Covered Benefits that have been ordered by your doctor. Your PCP or other Plan Provider is responsible for requesting Authorization from Sharp Health Plan or your Plan Medical Group.
3. If Authorization is approved, obtain the expiration date for the Authorization. You must access care before the expiration date with the Plan Provider identified in the approved Authorization.

You are responsible to pay for all care that is rendered without the necessary Authorization.

A decision will be made on the Authorization request within five business days. A letter will be sent to you within two business days of the decision.

If waiting five days would seriously jeopardize your life or health or your ability to regain maximum function or, in your doctor's opinion, it would subject you to severe pain that cannot be adequately managed without the care or treatment that is being requested, you will receive a decision no later than 72 hours after receipt of the Authorization request.

If we do not receive enough information to make a decision regarding the Authorization request, we will send you a letter within five days to let you know what additional information is needed. We will give you or your provider at least 45 days to provide the additional information. (For urgent Authorization requests, we will notify you and your provider by phone within 24 hours and give you or your provider at least 48 hours to provide the additional information.)

If you receive Authorization for an ongoing course of treatment, we will not reduce or stop the previously authorized treatment before providing you with an opportunity to Appeal the decision to reduce or stop the treatment.

The Plan uses evidence based guidelines for Authorization, modification or denial of services as well as Utilization Management, prospective, concurrent and retrospective review. Plan specific guidelines are developed and reviewed on an ongoing basis by the Plan Medical Director, Utilization Management Committee and appropriate physicians to assist in determination of community standards of care. A description of the medical review process or the guidelines used in the process will be provided upon request.

## **Second Medical Opinions**

When a medical or surgical procedure is recommended, and either the Member or the Plan Physician requests, a second medical or surgical opinion may be obtained. You may request a second opinion for any reason, including the following:

1. You question the reasonableness or necessity of recommended surgical procedures.
2. You question a diagnosis or plan of care for a condition that threatens loss of life, limb or bodily function, or substantial impairment, including, but not limited to, a serious Chronic Condition.
3. The clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating health professional is unable to diagnose the condition and you would like to request an additional diagnosis.
4. The treatment plan in progress is not improving your medical condition within an appropriate period of time given the diagnosis and plan of care, and you would like a second opinion regarding the diagnosis or continuance of the treatment.
5. You have attempted to follow the plan of care or consulted with the initial provider concerning serious concerns about the diagnosis or plan of care.
6. You or the Plan Physician who is treating you has serious concerns regarding the accuracy of the pathology results and requests a specialty pathology opinion.

A second opinion about care from your PCP must be obtained from another Plan Physician within your PMG. If you would like a second opinion about care from a specialist, you or your Plan Physician may request Authorization to receive the second opinion from any qualified Provider within the Plan's Network. If there is no qualified provider within the Plan's Network, you may request Authorization for a second opinion from a provider outside the Plan's Network. If a Provider outside the Plan's Network provides a second opinion, that Provider should not perform, assist or provide care, as the Plan does not provide reimbursement for such care.

Members and Plan Physicians request a second opinion through their PMG or through the Plan. Requests will be reviewed and facilitated through the PMG or Plan Authorization process.

If you have any questions about the availability of second opinions or would like a copy of the Plan's policy on second opinions, please call Customer Care.

## Emergency Services and Care

Emergency Services are not a substitute for seeing your PCP. Rather, they are intended to provide emergency needed care in a timely manner when you require these services.

Emergency Services means those Covered Benefits, including Emergency Services and Care, provided inside or outside the Service Area, which are medically required on an immediate basis for treatment of an Emergency Medical Condition. Sharp Health Plan covers 24-hour emergency care.

An Emergency Medical Condition is a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a reasonable lay person could reasonably expect the absence of immediate attention to result in:

1. Placing the patient's health in serious jeopardy;
2. Serious impairment of bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Emergency Services and Care means:

1. Medical screening, examination and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an Emergency Medical Condition or Active Labor exists and, if it does, the care, treatment and surgery by a physician necessary to relieve or eliminate the Emergency Medical Condition, within the capability of the facility; and
2. An additional screening, examination and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric Emergency Medical Condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition within the capability of the facility.

## What To Do When You Require Emergency Services

- If you have an Emergency Medical Condition, call "911" or go to the nearest hospital emergency room. It is not necessary to contact your PCP before calling "911" or going to a hospital if you believe you have an Emergency Medical Condition.
- If you are unsure whether your condition requires Emergency Services, call your PCP (even after normal business hours). Your PCP can help decide the best way to get treatment and can arrange for prompt emergency room care. However, do not delay getting care if your PCP is not immediately available. Members are encouraged to use the "911" emergency response system appropriately when they have an Emergency Medical Condition that requires an emergency response.
- If you go to an emergency room and you do not have an emergency, you may be responsible for payment.
- If you are hospitalized in an emergency, please notify your PCP or Sharp Health Plan within 48 hours or at the earliest time reasonably possible. This will allow your Plan Physician to share your medical history with the hospital and help coordinate your care. If you are hospitalized outside of the Service Area, your Plan Physician and the Plan may arrange for your transfer to a Plan Hospital if your medical condition is sufficiently stable for you to be transferred.
- Paramedic ambulance services are covered when provided in conjunction with Emergency Services.
- Some non-Plan providers may require that you pay for Emergency Services and seek reimbursement from the Plan. On these occasions, obtain a complete bill of all services rendered and a copy of the emergency medical report, and forward them to the Plan right away for reimbursement.

- If you need follow-up care after you receive Emergency Services, call your PCP to make an appointment or for a referral to a specialist. Do not go back to the hospital emergency room for follow-up care, unless you are experiencing an Emergency Medical Condition.

## **Urgent Care Services**

Urgent conditions are not emergencies, but may need prompt medical attention. Urgent Care Services are not a substitute for seeing your own PCP. They are intended to provide urgently needed care in a timely manner when your PCP has determined that you require these services or you are outside the Plan's Service Area and require Urgent Care Services.

### **What To Do When You Require Urgent Care Services**

- Your PCP must Authorize Urgent Care Services if you are in the Plan's Service Area. If you need Urgent Care Services and are in the Plan's Service Area, you must call your PCP first.
- Out-of-Area Urgent Care Services are considered Emergency Services and do not require an Authorization from your PCP. If you are outside your Plan's Service Area and need Urgent Care Services, you should still call your PCP. Your PCP may want to see you when you return in order to follow up with your care.
- If, for any reason, you are unable to reach your PCP, please call Customer Care. You have access to a nurse evenings and weekends for immediate medical advice by calling our toll-free Customer Care telephone number at 1-800-359-2002.

## **Language Assistance Services**

Sharp Health Plan provides free interpreter and language translation services for all Members. If you need language interpreter services to help you talk to your doctor or health plan or to assist you in obtaining care, please call Customer Care. Let us know your preferred language when you call. Customer Care has representatives who speak English and Spanish. We also have access to interpreting services in over 100 languages.

If you need someone to explain medical information while you are at your doctor's office, ask them to call us. You may also be able to get materials written in your language. For free language assistance, please call us at (858) 499-8300 or toll-free at 1-800-359-2002. We'll be glad to help. The hearing and speech impaired may simply dial "711" or use the California Relay Service's toll-free telephone numbers to contact us:

- 1-800-735-2929 TTY
- 1-800-735-2922 Voice
- 1-800-855-3000 Spanish Voz y TTY (teléfono de texto)

## **Access for the Vision Impaired**

This Member Handbook and other important Plan materials will be made available in alternate formats for the vision impaired, such as on a computer disk where text can be enlarged or in Braille. For more information about alternative formats or for direct help in reading the Member Handbook or other materials, please call Customer Care.

## **Pre-existing Conditions**

Pre-existing conditions, including pregnancy, are covered with no waiting period or particular coverage limitations or exclusions. Upon the effective date of your enrollment, you and your Dependents are immediately covered for any pre-existing conditions, subject to the limitations described in the section of this Member Handbook entitled, "**HOW DO YOU ENROLL IN SHARP HEALTH PLAN?**"

## **Case Management**

While all of your medical care is coordinated by your PCP, the Plan and your doctor have agreed that the Plan will be responsible for catastrophic case management. This is a service for very complex cases in which the Plan's case management nurses work closely with you and your doctor to develop and implement the most appropriate treatment plan for your medical needs.

## WHO CAN YOU CALL WITH QUESTIONS?

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### Customer Care

From questions about your benefits, to inquiries about your physician or filling a prescription, we are here to ensure that you have the best health care experience possible. You can reach us by phone at (858) 499-8300 or toll-free at 1-800-359-2002, or via e-mail at [customer.service@sharp.com](mailto:customer.service@sharp.com).

Our dedicated San Diego-based Customer Care team is available to support you from 8:00 a.m. to 6:00 p.m., Monday to Friday.

### Sharp Nurse Connection®

After regular business hours, you can contact Sharp Nurse Connection directly toll-free at 1-800-767-4277, or by calling Customer Care and selecting the appropriate prompt. This after-hours telephone service will put you in touch with registered nurses who can provide medical advice and direction regarding health care questions or concerns.

They are available to assist you 5:00 p.m. to 8:00 a.m., Monday to Friday, and 24 hours a day on weekends.

## WHAT DO YOU PAY?

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### Premiums

Your Employer pays Premiums to the Plan by the first day of each month for you and your Dependents. Your Employer will notify you if you need to make any contribution to the Premium or if the Premium changes. Often, your share of the cost will be deducted from your salary. Premiums may change at renewal, if your Employer changes the benefit plan, or at certain ages.

### Utilization Management

At Sharp Health Plan, our medical practitioners make Utilization Management decisions based only on appropriateness of care and service (after confirming health coverage). Medical practitioners and individuals who conduct utilization reviews are not rewarded for denials of coverage for care and service. There are no incentives for Utilization Management decision-makers that encourage decisions resulting in underutilization of health care services. Sharp Health Plan is available from 8:00 a.m. to 5:00 p.m., Monday to Friday to answer questions from providers and Members regarding Utilization Management. After business hours Members have the option of leaving a voicemail for a return call by the next business day. When returning calls our staff is identified by name, title and organization name.

### Copayments

A Copayment is a fee you pay for a particular Covered Benefit at the time you receive it. You are responsible to pay applicable Copayments for any Covered Benefit you receive. Copayment amounts vary depending on the type of care you receive. Copayments may be either a set dollar amount, such as \$20 for a primary care office visit or a percentage of the cost Sharp Health Plan pays for the care, such as 20 percent of contracted rates for inpatient services. These specific Copayments can be found in the Health Plan Benefits and Coverage Matrix included with this Member Handbook. For a quick reference and for your convenience, Copayments for the most commonly used benefits are also shown on your Member ID Card.

## Deductibles

Some, but not all, benefit plans include a Deductible. If you have a Deductible, it will be listed on the Health Plan Benefits and Coverage Matrix.

A Deductible is the amount you must pay each calendar year for certain Covered Benefits before we will start to pay for those Covered Benefits.

The amounts you are required to pay for the Covered Benefits subject to a Deductible are based upon Sharp Health Plan's cost for the Covered Benefit.

Once you have met your yearly Deductible, you pay the applicable Copayment for Covered Benefits and we pay the rest. The Deductible starts over each year.

### How Does the Annual Deductible Work?

- If a Member satisfies the Individual Deductible amount, no further Deductible payments are required for that Member for the specified Covered Benefits for the remainder of the year. Premium payments are still required.
- Once a Member in a family satisfies the Individual Deductible amount for the specified Covered Benefits, each remaining enrolled family member must continue to pay applicable Deductible amounts until either (a) the sum of Deductibles paid by the family reaches the Family Deductible amount or (b) he/she meets his/her individual Deductible amount, whichever occurs first.
- When the sum of Deductibles paid for all enrolled Members for the specified Covered Benefits equals the family Deductible amount, no further Deductibles for the specified Covered Benefits are required from any enrolled Member of that family for the remainder of the calendar year.
- Only amounts that are applied to the Individual Deductible amount may be applied to the Family Deductible amount. Any amount you pay for the specified Covered Benefits for yourself that would otherwise apply to your Individual Deductible amount but which exceeds the Individual Deductible amount will be refunded to you, and will not apply toward your Family Deductible amount. Individual Members cannot contribute more than their Individual Deductible amount to the Family Deductible amount.

## Annual Out-of-Pocket Maximum

There is a maximum total amount of Copayments and Deductibles you pay each year for Covered Benefits, excluding supplemental benefits.

The annual Out-of-Pocket Maximum amount is listed on the Health Plan Benefits and Coverage Matrix and is renewed at the beginning of each calendar year. Copayments and Deductibles for supplemental benefits (e.g., chiropractic services) do not apply to the annual Out-of-Pocket Maximum.

### How Does the Annual Out-of-Pocket Maximum Work?

- If a Member pays amounts for Covered Benefits that equal the Individual Out-of-Pocket Maximum, no further Copayments or Deductibles are required for that Member for Covered Benefits (excluding supplemental benefits) for the remainder of the year. Premium contributions will continue to be required.
- Once a Member in a family satisfies the Individual Out-of-Pocket Maximum, each remaining enrolled family member must continue to pay applicable Copayments and Deductibles until either (a) the sum of the Copayments and Deductibles paid by the family reaches the Family Out-of-Pocket Maximum or (b) he/she meets his/her Individual Out-of-Pocket Maximum, whichever occurs first.
- When the sum of the Copayments and Deductibles paid for all enrolled Members equals the Family Out-of-Pocket Maximum, no further Copayments or Deductibles are required from any enrolled Member of that family for the remainder of the calendar year.
- Only amounts that are applied to the Individual Out-of-Pocket Maximum may be applied to the Family Out-of-Pocket Maximum. Any amount you pay for Covered Benefits for yourself that would otherwise apply to your Individual Out-of-Pocket Maximum but which exceeds the Individual Out-of-Pocket Maximum will be refunded to you, and will not apply toward your Family Out-of-Pocket Maximum. Individual

Members cannot contribute more than their Individual Out-of-Pocket Maximum amount to the Family Out-of-Pocket Maximum.

### **Exceptions to the Annual Out-of-Pocket Maximum**

The following payments do not apply to the Out-of-Pocket Maximum. You are required to continue to pay the payments listed below even if the annual Out-of-Pocket Maximum has been reached.

- Payments for services or supplies that the Plan does not cover, e.g., excluded drugs, cosmetic surgery, unauthorized non-emergency services. (See the section titled “**WHAT IS NOT COVERED?**” for additional exclusions.)
- If you are enrolled in a Grandfathered Plan, Copayments and Deductibles made for outpatient prescription drugs. However, Copayments and Deductibles for peak flow meters and inhaler spacers used for the treatment of asthma and diabetic supplies dispensed through a participating Plan Pharmacy will be applied to the annual Out-of-Pocket Maximum.
- Copayments for supplemental benefits such as assisted reproductive technologies, chiropractic and acupuncture services, vision services and hearing aids.

### **How to Inform the Plan if You Reach the Annual Out-of-Pocket Maximum**

Keep the receipts for all Copayments and Deductibles you pay. If you meet or exceed your annual Out-of-Pocket Maximum, mail your receipts to Customer Care. We will make arrangements for your Copayments and Deductibles to be waived for the remainder of the calendar year. If you have exceeded your annual Out-of-Pocket Maximum, we will reimburse you the difference within sixty (60) days of verification of the amount.

Sharp Health Plan will also keep track of payments you have made towards your annual Out-of-Pocket Maximums. When you pay a Deductible for a Covered Service, we will send you a statement called an “Explanation of Benefits” (EOB). Your EOB will

include a statement summarizing the amounts you have paid to date toward your Deductible and the annual Out-of-Pocket Maximum. You can also call Customer Care to obtain your most recent Out-of-Pocket and/or Deductible totals.

### **Health Savings Account (HSA) Qualified High Deductible Health Plans**

If you are enrolled in an HSA-qualified high deductible health plan (HDHP), your Deductible and Out-of-Pocket Maximum will work differently. In HDHPs linked to HSAs, an individual in a self-only coverage plan must meet the Self-Only Deductible. In a family plan, each individual in the family must meet the Individual Deductible, until the Family Deductible is met. The Individual Deductible in a HSA family plan must be at least \$2,600 under IRS rules. The Out-of-Pocket Maximum includes the Deductible, Copayments and Coinsurance. In a self-only plan, the Member is responsible for all applicable Deductibles, Copayments, and Coinsurance up to the Self-Only Out-of-Pocket Maximum. In a family plan, the Member is responsible for all Deductibles, Copayments, and Coinsurance up to the Individual Out-of-Pocket Maximum, until the combined Deductibles, Copayments and Coinsurance equal the family Out-of-Pocket Maximum. When the family’s combined Deductibles, Copayments and Coinsurance equal the Family Out-of-Pocket Maximum, all family members have met the Out-of-Pocket Maximum. If you are unsure whether you are enrolled in this type of HDHP, please call Customer Care.

### **Deductible Credits**

If you have already met part of the year’s calendar year Deductible with a previous health plan, Sharp Health Plan will give you a credit toward your Sharp Health Plan Deductible for approved amounts that were applied toward your Deductible with your previous health plan (for the same calendar year). That amount will also be counted towards your Out-of-Pocket Maximum on your Sharp Health Plan benefit plan.

You must provide the most current explanation of benefits (EOB) from your previous health plan with your request. If you are enrolled in a Grandfathered

Plan, no credit is given for Deductible amounts paid for outpatient prescription drugs.

To request a Deductible credit, please call Customer Care.

You can also find the Deductible credit Request form at [sharphealthplan.com](http://sharphealthplan.com) under “Forms and Resources” on the Member page of the website.

### **What if You Get a Medical Bill?**

You are only responsible for paying your contributions to the monthly Premiums and any required Deductibles or Copayments for the medical services you receive. Contracts between Sharp Health Plan and its Plan Providers state that you will not be liable to Plan Providers for sums owed to them by the Plan. You should not receive a medical bill from a Plan Provider for Covered Benefits unless you fail to obtain Authorization for non-emergency services. If you receive a bill in error, call the provider who sent you the bill to make sure they know you are a Member of Sharp Health Plan. If you still receive a bill, contact Customer Care as soon as possible.

Some doctors and hospitals that are not contracted with Sharp Health Plan (for example, emergency departments outside Sharp Health Plan’s Service

Area) may require you to pay at the time you receive care. If you pay for Covered Benefits, you can request reimbursement from Sharp Health Plan.

Go to [sharphealthplan.com](http://sharphealthplan.com) or call Customer Care to request a Member reimbursement form. You will also need to send written evidence of the care you received and the amount you paid (itemized bill, receipt, medical records). We will reimburse you for Covered Benefits within 30 calendar days of receiving your complete information. You must send your request for reimbursement to Sharp Health Plan within

180 calendar days of the date you received care. If you are unable to submit your request within 180 calendar days from the date you received care, please provide documentation showing why it was not reasonably possible to submit the information within 180 days.

We will make a decision about your request for reimbursement and, as applicable, send you a reimbursement check within 30 calendar days of receiving your complete information. If any portion of the reimbursement request is not covered by Sharp Health Plan, we will send you a letter explaining the reason for the denial and outlining your Appeal rights.

## **WHAT ARE YOUR RIGHTS AND RESPONSIBILITIES AS A MEMBER?**

As a Sharp Health Plan Member, you have certain rights and responsibilities to ensure that you have appropriate access to all Covered Benefits.

You have the right to:

- Be treated with dignity and respect.
- Have your privacy and confidentiality maintained.
- Review your medical treatment and record with your health care provider.
- Be provided with explanations about tests and medical procedures.
- Have your questions answered about your care.
- Have a candid discussion with your health care provider about appropriate or Medically Necessary treatment options, regardless of cost or benefit coverage.

- Participate in planning and decisions about your health care.
- Agree to, or refuse, any care or treatment.
- Voice complaints or Appeals about Sharp Health Plan or the services you receive as a Sharp Health Plan Member.
- Receive information about Sharp Health Plan, our services and providers, and Member rights and responsibilities.
- Make recommendations about these rights and responsibilities.

You have the responsibility to:

- Provide information (to the extent possible) that Sharp Health Plan and your doctors and other providers need to offer you the best care.



- Understand your health problems and participate in developing mutually agreed-upon treatment goals, to the degree possible.
- Ask questions if you do not understand explanations and instructions.
- Respect provider office policies and ask questions if you do not understand them.
- Follow advice and instructions agreed-upon with your provider.
- Report any changes in your health.
- Keep all appointments and arrive on time. If you are unable to keep an appointment, cancel 24 hours in advance, if possible.
- Notify Sharp Health Plan of any changes in your address or telephone number.
- Let your health care provider or Sharp Health Plan know if you have any suggestions, compliments or complaints.
- Notify Sharp Health Plan of any changes that affect your eligibility, include no longer working or residing in the Plan's Service Area.

## **Security of Your Confidential Information (Notice of Privacy Practices)**

### **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

#### **PLEASE REVIEW IT CAREFULLY.**

Sharp Health Plan provides health care coverage to you. We are required by state and federal law to protect your health information. We have internal processes to protect your oral, written and electronic protected health information (PHI). And we must give you this Notice that tells how we may use and share your information and what your rights are. We have the right to change the privacy practices described in this Notice. If we do make changes, the new Notice will be available upon request, in our office and on our website.

### **Your information is personal and private.**

We receive information about you when you become eligible and enroll in our health plan. We also receive medical information from your doctors, clinics, labs and hospitals in order to approve and pay for your health care.

#### **A. HOW WE MAY USE AND SHARE INFORMATION ABOUT YOU**

Sharp Health Plan may use or share your information for reasons directly connected to your treatment, payment for that treatment or health plan operations. The information we use and share includes, but is not limited to: your name, address, personal facts, medical care given to you and your medical history.

Some actions we take as a health plan include: checking your eligibility and enrollment; approving and paying for health care services; investigating or prosecuting fraud; checking the quality of care that you receive; and coordinating the care you receive.

Some examples include:

**For treatment:** You may need medical treatment that requires us to approve care in advance. We will share information with doctors, hospitals and others in order to get you the care you need.

**For payment:** Sharp Health Plan reviews, approves and pays for health care claims sent to us for your medical care. When we do this, we share information with the doctors, clinics and others who bill us for your care. And we may forward bills to other health plans or organizations for payment.

**For health care operations:** We may use information in your health record to judge the quality of the health care you receive. We also may use this information in audits, fraud and abuse programs, planning and general administration. We do not use or disclose PHI that is genetic information for underwriting purposes.

#### **B. OTHER USES FOR YOUR HEALTH INFORMATION**

1. Sometimes a court will order us to give out your health information. We also will give

information to a court, investigator or lawyer under certain circumstances. This may involve fraud or actions to recover money from others.

2. You or your doctor, hospital and other health care providers may appeal decisions made about claims for your health care. Your health information may be used to make these Appeal decisions.
3. We also may share your health information with agencies and organizations that check how our health plan is providing services.
4. We must share your health information with the federal government when it is checking on how we are meeting privacy rules.
5. We may share your information with researchers when an Institutional Review Board (IRB) has reviewed and approved the reason for the research, and has established appropriate protocols to ensure the privacy of the information.
6. We may disclose health information, when necessary, to prevent a serious threat to your health or safety or the health and safety of another person or the public. Such disclosures would be made only to someone able to help prevent the threat.
7. We provide Employers only with the information allowed under the federal law. This information includes summary data about their group and information concerning Premium and enrollment data. The only other way that we would disclose your Protected Health Information to your Employer is if you authorized us to do so.

### **C. WHEN WRITTEN PERMISSION IS NEEDED**

If we want to use your information for any purpose not listed in this notice, we must get your written permission. If you give us your permission, you may take it back in writing at any time.

### **D. WHAT ARE YOUR PRIVACY RIGHTS?**

- You have the right to ask us not to use or share your personal health care information in the

ways described in this notice. We may not be able to agree to your request.

- If you pay for a service or a health care item out-of-pocket in full, you can ask your provider not to share that information with us or with other health insurers.
- You have the right to ask us to contact you only in writing or at a different address, post office box or by telephone. We will accept reasonable requests when necessary to protect your safety.
- You and your personal representative have the right to get a copy of your health information. You will be sent a form to fill out and may be charged a fee for the costs of copying and mailing records. (We may keep you from seeing certain parts of your records for reasons allowed by law.)
- You have the right to ask that information in your records be amended if it is not correct or complete. We may refuse your request if:  
(i) the information is not created or kept by Sharp Health Plan, or (ii) we believe it is correct and complete. If we do not make the changes you ask, you may ask that we review our decision. You also may send a statement saying why you disagree with our records, and that statement will be kept with your records.

**Important: Sharp Health Plan does not have complete copies of your medical records. If you want to look at, get a copy of, or change your medical records, please contact your doctor or clinic.**

- When we share your health information after April 14, 2003, you have the right to request a list of what information was shared, with whom we shared it, when we shared it and for what reasons. This list will not include when we share information: with you; with your permission; for treatment, payment or health plan operations; or as required by law.
- You have a right to receive written notification if we discover a breach of your unsecured PHI, and determine through a risk assessment that notification is required.
- You have the right to authorize any use or disclosure of PHI that is not specified within

this notice. For example, we would need your written authorization to use or disclose your PHI for marketing, for most uses or disclosures of psychotherapy notes, or if we intend to sell your PHI. You may revoke an authorization, at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.

- You have a right to request a copy of this Notice of Privacy Practices. You also can find this notice on our website at: **sharphealthplan.com**.
- You have the right to complain about any aspect of our health information practices, per Section **F. COMPLAINTS**.

#### **E. HOW DO YOU CONTACT US TO USE YOUR RIGHTS?**

If you want to use any of the privacy rights explained in this notice, please call or write us at:

Sharp Health Plan  
Privacy Officer  
8520 Tech Way, Suite 200  
San Diego, CA 92123-1450  
Toll-free: 1-800-359-2002

#### **WHAT IS THE GRIEVANCE OR APPEAL PROCESS?**

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If you are having problems with a Plan Provider or your health plan, give us a chance to help. Sharp Health Plan can assist in working out any issues. If you ever have a question or concern, we suggest that you call Customer Care. A Customer Care Representative will make every effort to assist you.

You may file a Grievance or Appeal with Sharp Health Plan up to 180 calendar days following any incident that is subject to your dissatisfaction.

You can obtain a copy of the Plan's Grievance and Appeal Policy and Procedure from your Plan Provider or by calling Customer Care. To begin the Grievance process, you or your Authorized Representative can call, write or fax Sharp Health Plan at:

Sharp Health Plan cannot take away your health care benefits or do anything to get in the way of your medical services or payment in any way if you choose to file a complaint or use any of the privacy rights in this notice.

#### **F. COMPLAINTS**

If you believe that we have not protected your privacy and you wish to complain, you may file a complaint (or Grievance) by contacting:

- **Sharp Health Plan** by sending a letter to the address shown above or by calling us toll-free at 1-800-359-2002.
- **U.S. Department of Health and Human Services, Office for Civil Rights** by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, by calling 1-877-696-6775, or by visiting **[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)**.

Sharp Health Plan  
Appeal/Grievance Department  
8520 Tech Way, Suite 200  
San Diego, CA 92123-1450  
Toll-free: 1-800-359-2002  
Fax: (619) 740-8572

If you prefer to send a written Grievance or Appeal, please send a detailed letter describing your concern, or complete the Grievance Form that you can get from any Plan Provider or directly from a Plan representative. You can also complete the online Grievance/Appeal form on the Plan's website, **sharphealthplan.com**. You can include any information you think is important for your Grievance or Appeal. Please call Customer Care if you need any assistance in completing the form.

There are separate processes for clinical and administrative Grievances and Appeals. Clinical cases are those that require a clinical body of knowledge to render a decision. Only a physician or committee of physicians can render a decision about a clinical Grievance or Appeal. The person who reviews and decides your Appeal will not be the same person who made the initial decision or that person's subordinate.

We will acknowledge receipt of your Grievance or Appeal within five days, and will send you a decision letter within 30 calendar days.

If the Grievance or Appeal involves an imminent and serious threat to your health, including, but not limited to, severe pain, potential loss of life, limb or major bodily function, we will provide you with a decision within 72 hours.

### **Binding Arbitration – Voluntary**

If you have exhausted the Plan's Appeal process and are still unsatisfied, you have a right to resolve your Grievance through voluntary binding arbitration, which is the final step for resolving complaints. Any complaint which may arise, with the exception of medical malpractice, may be resolved through binding arbitration rather than a lawsuit. Binding arbitration means that you agree to waive your rights to a jury trial. Medical malpractice issues are not subject to the arbitration process.

You may begin the arbitration process by submitting a demand for arbitration to Sharp Health Plan. Sharp Health Plan will utilize a neutral arbiter from an appropriate entity. Arbitration will be conducted in accordance with the rules and regulations of the arbitration entity.

Upon receipt of your request, we will forward to you a complete copy of the Arbitration Rules from the arbitration entity and a confirmation that we have submitted a request to the arbitration entity for a list of arbitrators.

If Sharp Health Plan determines that the request for arbitration is applicable under ERISA rules, then the cost of arbitration expenses will be borne by the Plan. If we determine the request for arbitration is not applicable under ERISA rules, then the cost of arbitration expenses will be mutually shared between you and Sharp Health Plan. In cases of extreme

hardship, Sharp Health Plan may assume all or a portion of your arbitration fees. The existence of extreme hardship will be determined by the arbitration entity. Please contact Customer Care for more information on qualifying for extreme hardship.

If you do not initiate the arbitration process outlined above, you may have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) if your Appeal has not been approved.

### **Additional Resources**

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 toll-free at **1-800-359-2002** 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-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's Internet website **[www.hmohelp.ca.gov](http://www.hmohelp.ca.gov)** has complaint forms, IMR application forms and instructions online.

If your case is determined by the Department of Managed Health Care to involve an imminent and serious threat to your health, including but not limited to severe pain, the potential loss of life, limb or major bodily function, or if for any other reason the department determines that an earlier review is warranted, you will not be required to participate in

the Plan's Grievance process for 30 calendar days before submitting your Grievance to the department for review.

If you believe that your or your Dependent's coverage was terminated or not renewed because of health status or requirements for benefits, you may request a review of the termination by the Director of the Department of Managed Health Care, pursuant to Section 1365(b) of the California Health and Safety Code, at the telephone numbers and Internet websites listed above.

## **Mediation**

You may request voluntary mediation with the Plan prior to exercising your right to submit a Grievance to the Department of Managed Health Care. In order to initiate mediation, you and Sharp Health Plan must both voluntarily agree to mediation. The use of mediation services does not exclude you from the right to submit a Grievance to the department upon completion of mediation. Expenses for mediation are shared equally between you and the Plan.

## **Independent Medical Reviews (IMR)**

If care that is requested for you is denied, delayed or modified by Sharp Health Plan or a Plan Medical Group, you may be eligible for an Independent Medical Review (IMR).

If your case is eligible as described below, and you submit a request for IMR to the Department of Managed Health Care (DMHC), information about your case will be submitted to a medical specialist who will make an independent determination on your case. You will receive a copy of the determination. If the IMR specialist so determines, the Plan will provide coverage for the health care service.

The IMR process is in addition to any other procedures or remedies that may be available to you. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against the Plan regarding the care that was requested. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the

request for IMR. For cases that are not urgent, the IMR organization designated by the DMHC will provide its determination within 30 calendar days of receipt of your application and supporting documents. For urgent cases involving an imminent and serious threat to your health, including but not limited to, serious pain, the potential loss of life, limb or major bodily function, or the immediate and serious deterioration of your health, the IMR organization will provide its determination within three business days. At the request of the experts, the deadline can be extended by up to three days if there is a delay in obtaining all necessary documentation. IMR is available in the following situations:

### **Denial of Experimental or Investigational Treatment for Life-Threatening or Seriously Debilitating Conditions**

If a service is denied by Sharp Health Plan or a Plan Medical Group because it is deemed to be an investigational or experimental therapy, you may be entitled to request an IMR of this decision. To be eligible for an IMR under this section all of the following conditions must be true:

1. You must have a life-threatening or seriously debilitating condition. "Life-threatening" means either or both of the following: (a) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted, or (b) diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival. "Seriously debilitating" means diseases or conditions that cause major irreversible morbidity.
2. Your Plan Physician must certify that you have a condition, as described in paragraph (1) above, for which standard therapies have not been effective, or for which standard therapies would not be medically appropriate, or for which there is no more beneficial standard therapy covered by the Plan than the proposed therapy.
3. Either (a) your Plan Physician has recommended a drug, device, procedure or other therapy that he/she certifies in writing is

likely to be more beneficial to you than any available standard therapies or, (b) you or your specialist Plan Physician (board eligible or board certified) has requested a therapy that, based on documentation from the medical and scientific evidence, is likely to be more beneficial than any available standard therapy.

4. You have been denied coverage by the Plan for a drug, device, procedure or other therapy recommended or requested as described in paragraph (3) above.
5. The specific drug, device, procedure or other therapy recommended would be a covered service, except for the Plan's determination that the therapy is experimental or investigational.

If there is potential that you would qualify for an IMR under this section, the Plan will send you an application within five days of the date services were denied. If you would like to request an Independent Medical Review, return your application to the DMHC. Your physician will be asked to submit the documentation that is described in paragraph (3) above.

An expedited review process will occur if your physician determines that the proposed therapy would be significantly less effective if not promptly initiated. In such cases the analyses and recommendations of the experts on the panel shall be rendered within seven days of the request for independent review.

### **Denial of a Health Care Service as Not Medically Necessary**

You may request an Independent Medical Review (IMR) of disputed health care services from the DMHC if you believe that health care services have been improperly denied, modified or delayed by Sharp Health Plan or a Plan Medical Group. A "disputed health care service" is any health care service eligible for coverage and payment under your Group Agreement that has been denied,

modified or delayed, in whole or in part, because the service is not Medically Necessary.

The Plan will provide you with an IMR application form with any Appeal findings letter that denies, modifies or delays health care services because the service is not Medically Necessary. If you would like to request an IMR, return your application to the DMHC.

Your application for IMR must be submitted to the DMHC within six months and meet all of the following conditions:

1. (a) Your Plan Provider has recommended a health care service as Medically Necessary; (b) You have received an urgent care or Emergency Service that a provider determined was Medically Necessary, or (c) You have been seen by a Plan Provider for the diagnosis or treatment of the medical condition for which you seek IMR;
2. The disputed health care service has been denied, modified or delayed by the Plan or a Plan Medical Group, based in whole or in part on a decision that the health care service is not Medically Necessary; and
3. You have filed an Appeal with the Plan and the Plan's decision was upheld or your Appeal remains unresolved after 30 days. If your Appeal requires expedited review, you may bring it immediately to the DMHC's attention. The DMHC may waive the requirement that you follow the Plan's Grievance process in extraordinary and compelling cases.

For more information regarding the IMR process or to request an application form, please call Customer Care.

## **WHAT ARE YOUR COVERED BENEFITS?**

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### **Covered Benefits**

As a Member, you are entitled to receive Covered Benefits subject to all the terms, conditions, exclusions and limitations described in this Member Handbook. Covered Benefits are described below and must be:

1. Medically Necessary;
2. Specifically described in this Member Handbook;
3. Provided by Plan Providers;
4. Prescribed by a Plan Physician and, if required, Authorized in advance by your PCP, your PMG or Sharp Health Plan; and
5. Part of a treatment plan for covered services or required to treat medical conditions which are direct and predictable complications or consequences of Covered Benefits.

The Covered Benefits described in this Member Handbook do not include dental services (except as specifically described under “Dental Services/Oral Surgical Services”), vision, chiropractic and acupuncture services, assisted reproductive technologies or outpatient prescription drugs. These may be covered through supplemental benefits or an additional rider made available by your Employer and described in supplemental benefits brochures. Copayments made for supplemental benefits do not apply toward the annual Out-of-Pocket Maximum. However, if you are enrolled in a non-Grandfathered Plan and your employer has purchased an outpatient prescription drug coverage rider, Copayments made for covered prescription drugs will apply to the annual Out-of-Pocket Maximum.

The Member’s Health Plan Benefits and Coverage Matrix details applicable Deductible and Copayments that the Member pays for Covered Benefits, and also includes the Member’s annual Out-of-Pocket Maximum amount.

Important exclusions and limitations are described in the section of this Member Handbook entitled, **“WHAT IS NOT COVERED?”**

### **Acute Inpatient Rehabilitation Facility Services**

Acute inpatient medical rehabilitation facility services are covered. Authorization for these services will be based on the demonstrated ability for the Member to obtain highest level of functional ability.

### **Blood Services**

Costs of processing, storage and administration of blood and blood products are covered.

Autologous (self-directed), donor-directed and donor-designated blood processing costs are covered as ordered by a Plan Physician.

### **Bloodless Surgery**

Surgical procedures performed without blood transfusions or blood products, including Rho(D) Immune Globulin for Members who object to such transfusion, are covered.

### **Cancer Clinical Trials**

Routine health care services associated with a Member’s participation in an eligible cancer clinical trial are covered. To be eligible for coverage, the Member must meet the following requirements:

1. The Member must be diagnosed with cancer;
2. The Member must be accepted into a Phase I, Phase II, Phase III or Phase IV clinical trial for cancer; and
3. The Member’s Plan oncologist must recommend participation in the clinical trial based on his/her determination that participation in the clinical trial will have a meaningful potential benefit to the Member.

The cancer clinical trial must meet the following requirements:

1. The trial’s end points must not be defined exclusively to test toxicity. The trial must have a therapeutic intent.
2. The treatment provided in the clinical trial must either:

- Be approved by one of the National Institutes of Health, the federal Food and Drug Administration, the United States Department of Defense or the United States Veterans' Administration, or
- Involve a drug that is exempt under federal regulations for a new drug application.

Covered services for cancer clinical trials include the following:

- a. Health care services typically provided absent a clinical trial.
- b. Health care services required for the provision of and clinically appropriate monitoring of the investigational drug, item, device or service.
- c. Services provided for the prevention of complications arising from the provision of the investigational drug, item, device or service.
- d. Reasonable and necessary care arising from the provision of the investigational drug, item, device or service.

Any clinical cancer trial must be pre-authorized by Sharp Health Plan.

Please note that if a clinical trial is conducted by a doctor who does not participate in your Plan Network, he/she may hold the Member responsible to pay for services that are billed above the Plan's normally contracted rates.

### **Chemical Dependency and Alcoholism Treatment**

Short-term acute drug or alcohol detoxification is covered as an Emergency Medical Condition. Members may also have coverage for other chemical dependency and alcoholism treatment services. Please see your Health Plan Benefits and Coverage Matrix and Supplemental Benefits for detailed descriptions.

### **Chemotherapy**

Chemotherapy is covered. Outpatient chemotherapy is covered without additional Copayments as part of a comprehensive treatment plan. If the Member is admitted for inpatient chemotherapy, the applicable inpatient services Copayment applies.

### **Circumcision**

Routine circumcision is a Covered Benefit only when the procedure is performed in the Plan Physician's office, outpatient facility or prior to discharge during the neonatal period. The neonatal period is defined as the period immediately following birth and continuing through the first 28 days of life. For a premature infant, requiring inpatient care due to a medical condition, routine circumcision is covered for the duration of the inpatient stay, and for three months post-hospital discharge.

Non-routine circumcision performed as treatment for a Medically Necessary indication is covered at any age.

### **Clinical Trials**

Routine health care services associated with a Member's participation in an eligible clinical trial are covered. To be eligible for coverage, the Member must meet the following requirements:

1. The Member is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition. The term "life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.
2. Either:
  - a) the referring health care professional is a Plan Provider and has concluded that the Member's participation in such trial would be appropriate based upon the Member meeting the conditions of the clinical trial; or
  - b) the Member provides medical and scientific information establishing that the Member's participation in the clinical trial would be appropriate based upon the Member meeting the conditions of the clinical trial.

The clinical trial must meet the following requirements:

The clinical trial must be a Phase I, Phase II, Phase III or Phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition; and:



1. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - a) The National Institutes of Health.
  - b) The Centers for Disease Control and Prevention.
  - c) The Agency for Health Care Research and Quality.
  - d) The Centers for Medicare & Medicaid Services.
  - e) A cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs.
  - f) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - g) Any of the following if the conditions described in paragraph (2) are met:
    - i. The Department of Veterans Affairs.
    - ii. The Department of Defense.
    - iii. The Department of Energy.
2. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
3. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

Covered Benefits for clinical trials include the following:

- Health care services typically provided absent a clinical trial.
- Health care services required for the provision of and clinically appropriate monitoring of the investigational drug, item, device or service.
- Services provided for the prevention of complications arising from the provision of the investigational drug, item, device or service.
- Reasonable and necessary care arising from the provision of the investigational drug, item, device or service.

Please note that if a clinical trial is conducted by a doctor who does not participate in your Plan Network, the doctor may hold the Member responsible to pay for services that are billed above the Plan's normally contracted rates.

Note: If you are enrolled in a Grandfathered Plan, your benefit is limited to Clinical Trials for Cancer only as outlined in the section titled "**Cancer Clinical Trials.**" A Grandfathered Plan is a plan that has been in existence prior to, and without significant changes since, March 23, 2010. If you are unsure whether you are enrolled in a Grandfathered Plan, please ask your employer or call Customer Care.

### **Dental Services/Oral Surgical Services**

Dental services are covered only as described below:

- Emergency Services for treatment of an accidental injury to sound natural teeth, jawbone or surrounding tissues. Coverage is limited to treatment provided within 48 hours of injury or as soon as the Member is medically stable.
- Services required for the diagnostic testing and specifically approved medical treatment of medically indicated temporomandibular joint (TMJ) disease.

Oral surgical services are covered only as described below:

- Reduction or manipulation of fractures of facial bones.
- Excision of lesions of the mandible, mouth, lip or tongue.
- Incision of accessory sinuses, mouth, salivary glands or ducts.
- Reconstruction or repair of the mouth or lip necessary to correct anatomical functional impairment caused by congenital defect or accidental injury.
- Biopsy of gums or soft palate.
- Oral or dental examinations performed on an inpatient or outpatient as part of a comprehensive workup prior to transplantation surgery.

- Preventive fluoride treatment prior to an aggressive chemotherapeutic or radiation therapy protocol.
- Fluoride trays and/or bite guards used to protect the teeth from caries and possible infection during radiation therapy.
- Reconstruction of a ridge that is performed as a result of and at the same time as the surgical removal of a tumor (for other than dental purposes).
- Reconstruction of the jaw (e.g., radical neck or removal of mandibular bone for cancer or tumor).
- Ridge augmentation or alveoplasty when consistent with medical policies for reconstructive surgery or cleft palate policies.
- Tooth extraction prior to a major organ transplant or radiation therapy of neoplastic disease to the head or neck.
- Treatment of maxillofacial cysts, including extraction and biopsy.
- Custom-fitted and prefabricated oral appliances for obstructive sleep apnea patients who have mild sleep apnea and meet the criteria for coverage of continuous positive airway pressure (CPAP), but who are intolerant to CPAP.

General anesthesia services and supplies and associated facility charges, rendered in a hospital or surgery center setting, as outlined in sections titled **“Hospital Facility Inpatient Services”** and **“Professional Services,”** are covered for dental and oral surgical services only for Members who meet the following criteria:

1. Under seven years of age,
2. Developmentally disabled, regardless of age, or
3. Whose health is compromised and for whom general anesthesia is Medically Necessary, regardless of age.

## **Diabetes Treatment**

Supplies, equipment and services for the treatment and/or control of diabetes are covered even when available without a prescription, including:

- Blood glucose monitors and testing strips.
- Blood glucose monitors designed for the visually impaired.
- Insulin pumps and all related necessary supplies.
- Ketone urine testing strips.
- Lancets and lancet puncture devices.
- Pen delivery systems for the administration of insulin, if Member meets criteria.
- Podiatric devices to prevent or treat diabetes-related complications.
- Insulin syringes.
- Visual aids (excluding eyewear) to assist the visually impaired with proper dosing of insulin.
- Self-management training, education and medical nutrition therapy.
- Laboratory tests appropriate for the management of diabetes.
- Dilated retinal eye exams.

Insulin, glucagon and other prescription medications for the treatment of diabetes are covered under the prescription drug benefit.

## **Disposable Medical Supplies**

Disposable Medical Supplies are medical supplies that are consumable or expendable in nature and cannot withstand repeated use or use by more than one individual, such as bandages, support hose and garments, elastic bandages and incontinence pads. Disposable Medical Supplies are only covered when provided in a hospital or physician office or by a home health professional as set forth under **“Professional Services.”**

## Durable Medical Equipment

Durable Medical Equipment (DME) is covered. DME is a physical accessory designed to serve a repeated medical purpose and appropriate for use in the Member's home. DME does not include equipment that basically serves comfort or convenience functions (e.g., physical fitness equipment, trays, backpacks, wheelchair racing equipment). DME that is primarily for the convenience of the Member or caretaker is not considered Medically Necessary.

DME is limited to equipment and devices which are:

1. Intended for repeated use over a prolonged period;
2. Not considered disposable, with the exception of ostomy bags;
3. Ordered by a licensed health care provider acting within the scope of his/her license;
4. Intended for the exclusive use of the Member;
5. Not duplicative of the function of another piece of equipment or device already covered for the Member;
6. Generally not useful to a person in the absence of illness or injury;
7. Primarily serving a medical purpose;
8. Appropriate for use in the home; and
9. Lowest cost item necessary to meet the Member's needs.

Sharp Health Plan reserves the right to determine if covered DME will be purchased or rented.

Medically Necessary repair or replacement of DME is covered when prescribed by a Plan Physician or ordered by a licensed health care provider acting within the scope of his/ her license, and when not caused by misuse or loss. Applicable Copayments apply for authorized DME replacement.

No additional Copayments are required for repair of DME.

## Emergency Services

Hospital emergency room services provided inside or outside the Service Area that are Medically Necessary for treatment of an Emergency Medical Condition are covered. An Emergency Medical Condition means a medical condition, manifesting itself by symptoms of sufficient severity, including severe pain, which, in the absence of immediate attention, could reasonably be expected to result in:

1. Placing the patient's health in serious jeopardy;
2. Serious impairment of bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Out-of-Area medical services are covered only for urgent and Emergency Medical Conditions resulting from unforeseen illness or injury or complication of an existing condition, including pregnancy, for which treatment cannot be delayed until the Member returns to the Service Area. Out-of-Area medical services will be covered to meet your immediate medical needs. Follow-up care for urgent and Emergency Services will be covered until it is prudent to transfer your care into the Plan's Service Area. Follow-up care must be Authorized by Sharp Health Plan.

The Member pays an applicable Copayment to the hospital for Emergency Services provided in a hospital emergency room. The Member pays the same Copayment for Emergency Services whether the hospital is a Sharp Health Plan contracted hospital or not. The Copayment is waived if the Member is admitted to the hospital from its emergency room.

## Family Planning

The following family planning services are covered:

- Prescription contraceptive supplies, devices and injections.
- Voluntary sterilization services.
- Interruption of pregnancy (abortion) services.
- Emergency contraception when dispensed by a contracting pharmacist.

- Emergency contraception when dispensed by a non-contracted provider, in the event of a medical emergency.
- Counseling, in addition to those identified under Professional Services.

The Copayment and/or Deductible for family planning services are determined based on the type and location of the service. For example, a service that takes place at an outpatient facility will result in an outpatient facility Copayment. Please see the Health Plan Benefits and Coverage Matrix.

If you are enrolled in a non-Grandfathered Plan\*, the Plan covers all FDA approved contraceptive methods, sterilization procedures and patient education and counseling for women, as recommended by the Health Resources and Services Administration (HRSA) guidelines. These services are covered without any cost-sharing on the Member's part.

\*A Grandfathered Plan is a plan that has been in existence prior to, and without significant changes since, March 23, 2010.

### **Health Education Services**

Sharp Health Plan offers Members a variety of health education and intervention programs provided at convenient locations throughout San Diego County. Additional programs may be available through Plan Providers. Please contact Customer Care for more information.

### **Home Health Services**

Home health services are services provided at the home of the Member and provided by a Plan Provider or other Authorized health care professional operating within the scope of his/her license. This includes visits by registered nurses, licensed vocational nurses and home health aides for physical, occupational, speech and respiratory therapy when prescribed by a Plan Provider acting within the scope of his/her licensure. Visits on a short-term, intermittent basis are covered for the usual and customary time required to perform the particular skilled service(s), including diagnosis and treatment, for the following services:

- Skilled nursing services of a registered nurse, public health nurse, licensed vocational nurse and/or licensed home health aide.
- Rehabilitation, physical, occupational and speech therapy services.
- Home health aide services, consisting primarily of caring for the Member and furnished by appropriately trained personnel functioning as employees of, or under arrangements with, a Plan home health agency. Such home health aide services will be provided only when the Member is receiving the services specified above and only when such home health aide services are ordered by a physician and supervised by a registered nurse as the professional coordinator employed by a Plan home health agency.
- Medical social service consultations provided by a qualified medical social worker.
- Medical supplies, medicines, laboratory services and Durable Medical Equipment, when provided by a home health agency at the time services are rendered.
- Drugs and medicines prescribed by a Plan Physician and related pharmaceutical services and laboratory services to the extent they would be covered under the Plan if the Member were in the hospital.

Except for a home health aide, each visit by a representative of a home health agency will be considered one home health care visit. A visit of four hours or less by a home health aide will be considered one home health visit.

A Member is eligible to receive home health care visits if the Member:

1. Is confined to the home (Home is wherever the Member makes his or her home but does not include acute care, rehabilitation or Skilled Nursing Facilities.);
2. Needs Medically Necessary skilled nursing visits or needs physical, speech or occupational therapy; and

3. The home health care visits are provided under a plan of care established and periodically reviewed and ordered by a Plan Provider.

### **Hospice Services**

Hospice services are covered for Members who have been diagnosed with a terminal illness and have a life expectancy of twelve months or less, and who elect hospice care for the illness instead of restorative services covered by Sharp Health Plan. Covered Benefits are available on a 24-hour basis, during periods of crisis, to the extent necessary to meet the needs of individuals for care that is reasonable and necessary for the palliation and management of terminal illness and related conditions.

Covered Benefits include:

- Nursing care.
- Medical social services.
- Home health aide services, skilled nursing services and homemaker services under the supervision of a qualified registered nurse.
- Physician services.
- Drugs.
- Pharmaceuticals, medical equipment and supplies.
- Counseling and social services with medical social services provided by a qualified social worker. Dietary counseling by a qualified provider shall also be provided when needed.
- Bereavement services.
- Physical, occupational and speech therapy as described in this section for short-term inpatient care for pain control and symptom management or to enable the enrollee to maintain Activities of Daily Living and basic functional skills.
- Interdisciplinary team care with development and maintenance of an appropriate plan of care.
- Medical direction with the medical director being also responsible for meeting the general medical needs of the enrollees to the extent that these needs are not met by the attending physician.

- Volunteer services.
- Short-term inpatient care arrangements.

Special coverage is also provided for:

- **Periods of Crisis:** Nursing care services are covered on a continuous basis for 24 hours a day during periods of crisis as necessary to maintain an enrollee at home. Hospitalization is covered when the interdisciplinary team makes the determination that inpatient skilled nursing care is required at a level that cannot be provided in the home. Either homemaker or home health aide services or both may be covered on a 24-hour continuous basis during periods of crisis, but the care provided during these periods must be predominantly nursing care. A period of crisis is a period in which the Member requires continuous care to achieve palliation or management of acute medical symptoms.
- **Respite Care:** Respite care is short-term inpatient care provided to the Member only when necessary to relieve the family members or other persons caring for the Member. Coverage for respite care is limited to an occasional basis and to no more than five consecutive days at a time.

### **Hospital Facility Inpatient Services**

Hospital facility inpatient services are covered. After the Deductible (if any) has been paid, the Member pays an applicable Copayment to the hospital for each hospitalization. Hospital inpatient services may include:

- A hospital room of two or more beds, including meals, services of a dietitian and general nursing care.
- Intensive care services.
- Operating and special treatment rooms.
- Surgical, anesthesia and oxygen supplies.
- Administration of blood and blood products.
- Ancillary services, including laboratory, pathology and radiology.
- Administered drugs.

- Other diagnostic, therapeutic and rehabilitative services as appropriate.
- Coordinated discharge planning including planning of continuing care, as necessary.

### **Hospital Facility Outpatient Services**

Hospital facility outpatient services such as outpatient surgery, radiology, pathology, hemodialysis and other diagnostic and treatment services are covered with various or no Copayments paid to the hospital facility.

- Outpatient surgery services are provided during a short-stay, same-day or when services are provided as a substitute for inpatient care. These services include, but are not limited to colonoscopies, endoscopies, laparoscopic and other surgical procedures.
- Acute and chronic hemodialysis services and supplies are covered.

### **Infertility Services**

Infertility services, including diagnosis and treatment of the Member's infertility condition (other than conception by artificial means), are covered. Infertility is defined as (1) the inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year or more of regular sexual intercourse without contraception, or (2) the presence of a demonstrated condition recognized by a physician as a cause of infertility. A woman without a male partner who is unable to conceive may be considered infertile if she is unable to conceive or produce conception after at least twelve (12) cycles of donor insemination; these 12 cycles are not covered by the Plan. The Member pays a Copayment equal to fifty percent (50%) of the Plan's contracted rate of payment to each Plan Provider of services for all covered infertility services.

Conception by artificial means is not covered unless supplemental benefits have been purchased by the Employer. Please see the Health Plan Benefits and Coverage Matrix.

### **Infusion Therapy**

Infusion therapy refers to the therapeutic administration of drugs or other prepared or compounded substances by the intravenous route and is covered by Sharp Health Plan. The infusions must be administered in the Member's home, in a physician's office or in an institution, such as board and care, custodial care, assisted living facility or infusion center, that is not a hospital or institution primarily engaged in providing skilled nursing services or rehabilitation services.

The Copayments and Deductibles for infusion therapy services are determined based on the type and location of the service. For example, if this service is provided during an office visit then the office visit Copayment will be charged. Please see the Health Plan Benefits and Coverage Matrix.

### **Injectable Drugs**

Outpatient injectable medications and self-injectable medications are covered. Outpatient injectable medications include those drugs or preparations which are not usually self-administered and which are given by the intramuscular or subcutaneous route. Outpatient injectable medications (except insulin) are covered when administered as a customary component of a Plan Physician's office visit and when not otherwise limited or excluded (e.g., certain immunizations, infertility drugs or off-label use of covered injectable medications). Self-injectable medications (except insulin) are defined as those drugs which are either generally self-administered by intramuscular injection at a frequency of one or more times per week, or which are generally self-administered by the subcutaneous route. Insulin is covered under the outpatient prescription drug supplemental benefit.

### **Maternity and Pregnancy Services**

The following maternity and pregnancy services are covered:

- Prenatal and postnatal services, including but not limited to Plan Physician visits.
- Laboratory services (including the California Department of Health Services' Expanded Alpha Fetoprotein (AFP) Program).

- Radiology services.
- Prenatal diagnosis of genetic disorders of a fetus in high-risk pregnancy cases.
- Breast pump and supplies required for breast pumping within 365 days after delivery for members enrolled in non-Grandfathered Plans. (Optional accessories such as tote bags and nursing bras are not covered.) A new breast pump and supplies will be provided for subsequent pregnancies, but no more often than one every three years.

Prenatal and postnatal office visit Copayments may apply and are separate from any hospital Copayments. For delivery, the Member pays the applicable Copayment to the hospital facility at the time of admission.

An additional hospital Copayment applies if the newborn requires a separate admission from the mother because care is necessary to treat an ill newborn.

Inpatient hospital care is covered for no less than 48 hours following a normal vaginal delivery and ninety-six (96) hours following a delivery by cesarean section. The mother, in consultation with the treating physician, may decide to be discharged before the 48-hour or 96-hour time period. Extended stays beyond the 48-hour or 96-hour time period must be Authorized. Sharp Health Plan will also cover a follow-up visit within 48 hours of discharge when prescribed by the treating physician. The visit shall include parent education, assistance and training in breast or bottle feeding, and the performance of any necessary maternal or neonatal physical assessments. The treating physician, in consultation with the mother, will determine whether the post-discharge visit shall occur at the home, at the hospital, or at the treating physician's office after assessment of the environmental and social risks and the transportation needs of the family.

### **Mental Health Services**

Sharp Health Plan provides coverage for the diagnosis and treatment of Severe Mental Illnesses in Members of any age and Serious Emotional Disturbances in children, including Behavioral Health Treatment for pervasive developmental

disorders or autism. Please see your Health Plan Benefits and Coverage Matrix and Supplemental Benefits for detailed descriptions.

Mental health benefits include inpatient hospital services, partial hospital services and outpatient services (including Behavioral Health Treatment delivered in the home or other non-institutional setting) when ordered and performed by a participating mental health professional. Members may also have coverage for treatment of other mental health conditions. Members have direct access to Plan Providers of mental health services without obtaining a PCP referral. Covered mental health benefits must be obtained through Plan Providers. Mental health services that are not provided by Plan Providers are not covered, and you will be responsible to pay for those services.

Please call Psychiatric Centers at San Diego toll-free at 1-877-257-7273 whenever you need mental health services. All calls are confidential.

### **MinuteClinic®**

As a Sharp Health Plan Member, you may receive the covered services listed below at any MinuteClinic® location. These services are not an alternative to Emergency Services or ongoing care. These services are provided in addition to the Urgent Care Services available to you as a Sharp Health Plan Member. MinuteClinic is the walk-in medical clinic located inside select CVS/pharmacy® stores. MinuteClinic provides convenient access to basic care. It is staffed with certified family nurse practitioners and physician assistants and is the largest provider of retail health care in the United States. In addition, it is the only retail health care provider to receive three consecutive accreditations from The Joint Commission, the national evaluation and certifying agency for nearly 15,000 health care organizations and programs in the United States.

The following services are covered by Sharp Health Plan at MinuteClinic:

- Diagnosis and treatment for common family illnesses such as strep throat, allergy symptoms, pink eye and infections of the ears, nose and throat.
- Flu vaccinations.

- Treatment of minor wounds, abrasions and minor burns.
- Treatment for skin conditions such as poison ivy, ringworm and acne.

No appointment or prior Authorization is necessary to receive covered services at a MinuteClinic.

The MinuteClinic providers may refer you to your Sharp Health Plan PCP or request a Plan Authorization for a referral to Plan specialist if you need services other than those covered at MinuteClinic locations.

For more information about these services and age restrictions, please visit [www.MinuteClinic.com](http://www.MinuteClinic.com). If you receive these services at a MinuteClinic, the cost is \$40 Copay per visit except for flu vaccinations, which are \$10. If you receive these services at your PCP's office, a lower cost-share may apply and flu vaccinations have \$0 cost-share. Please see your Health Plan Benefits and Coverage Matrix for the cost-sharing information for services received at locations other than the MinuteClinic.

You have access to all MinuteClinic locations, including 10 within San Diego County and over 600 other locations in 25 states. To locate a participating MinuteClinic near you visit [www.MinuteClinic.com](http://www.MinuteClinic.com) or call MinuteClinic directly at 1-866-389-ASAP (2727).

### **Outpatient Rehabilitation Therapy Services**

Outpatient rehabilitation services, including occupational, physical and speech therapy, are covered. The Member pays an applicable Copayment to the Plan Physician or other health professional for each visit. Therapy may be provided in a medical office or other appropriate outpatient setting, hospital, Skilled Nursing Facility or home. The goal of rehabilitation therapy is to assist Members to become as independent as possible, using appropriate adaptations if needed to achieve basic Activities of Daily Living including bathing, dressing, feeding, toileting and transferring (e.g., moving from the bed to a chair). Speech therapy is covered when there is a delay in obtaining services through the school system and when additional services are determined to be Medically Necessary, i.e., where injury, illness or congenital defect is documented (e.g., hearing loss, chronic otitis media, brain tumor, cerebral palsy, cleft

palate, head trauma). Sharp Health Plan will require periodic evaluations of any therapy to assess ongoing medical necessity.

### **Paramedic Ambulance and Medical Transportation Services**

Medical transportation services provided in connection with the following are covered:

- Emergency Services.
- An Authorized transfer of a Member to a Plan Hospital or Plan Skilled Nursing Facility or other interfacility transport.
- Emergency Services rendered by a paramedic without emergency transport.

### **Phenylketonuria (PKU)**

The diagnosis and treatment of phenylketonuria are covered as follows:

- Medically Necessary formulas and special food products prescribed by a Plan Physician, to the extent that the cost of these items exceeds the cost of a normal diet.
- Consultation with a physician who specializes in the treatment of metabolic diseases.

### **Preventive Care Services**

The following preventive care services are covered:

- Well child physical examinations (including vision and hearing screening in the PCP's office) and all periodic immunizations and related laboratory services in accordance with the current recommendations from the American Academy of Pediatrics, U.S. Preventive Services Task Force, Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, the Health Resources and Services Administration and the American Academy of Family Physicians.
- Well adult physical examinations, episodic immunizations and related laboratory services in accordance with the current recommendations from the U.S. Preventive Services Task Force, Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, the Health



Resources and Services Administration and Sharp Health Plan medical policies.

- Routine gynecological examinations, mammograms and cervical cancer screening tests, in accordance with the guidelines of the American College of Obstetrics and Gynecology and the Health Resources and Services Administration. Members may directly access OB/GYN care within their PMG without a referral from their PCP.
- All generally accepted cancer screening tests, as determined by the United States Preventive Services Task Force and approved by the federal Food and Drug Administration, including the conventional Pap test, any cervical cancer screening test and human papillomavirus screening test and prostate cancer screening.
- Other preventive diagnostic tests that may be delivered in an outpatient surgical facility, including but not limited to colonoscopy and endoscopy.

If you are enrolled in a non-Grandfathered Plan, the following additional preventive services are covered:

- Screening for tobacco use.
- For those who use tobacco products, two tobacco cessation attempts per year. For this purpose, covering a cessation attempt includes coverage for:
  - Four tobacco cessation counseling sessions, without prior authorization; and
  - All FDA approved tobacco cessation medications (including over-the-counter medications) for a 90-day treatment regimen when prescribed by a health care provider, without prior authorization.

Preventive Care Services for non-Grandfathered Plans are provided at no cost-share to Members; however, reasonable medical management techniques may be used to determine the frequency, method, treatment, or setting for a recommended preventive service, to the extent not specified in the recommendation or guideline regarding that preventive service.

## **Professional Services**

The following Professional Services (provided by a Plan Physician or other licensed health professional) are covered. The Copayments and Deductibles for Professional Services are determined based on the type and location of the service. Please see the Health Plan Benefits and Coverage Matrix.

- Physician office visits for consultation, treatment, diagnostic testing, etc.
- Surgery and assistant surgery.
- Inpatient hospital and Skilled Nursing Facility visits.
- Professional office visits.
- Physician visits in the Member's home when the Member is too ill or disabled to be seen during regular office hours.
- Anesthesia administered by an anesthetist or anesthesiologist.
- Diagnostic radiology testing.
- Diagnostic laboratory testing.
- Radiation therapy and chemotherapy.
- Dialysis treatment.
- Supplies and drugs approved by the Food and Drug Administration and provided by and used at the physician office or facility.

## **Prosthetic and Orthotic Services**

Prosthetic and certain orthotic services are covered. These services include corrective appliances, artificial aids and therapeutic devices, including fitting, repair, replacement and maintenance, as well as devices used to support, align, prevent or correct deformities of a movable part of the body (orthotics); devices used to substitute for missing body parts (prosthesis); medical pressure garments; devices implanted surgically (such as cochlear implants) and prosthetic devices relating to laryngectomy or mastectomy.

Orthopedic shoes, foot orthotics or other supportive devices of the feet, are not covered except under the following conditions:

- A shoe that is an integral part of a leg brace and included as part of the cost of the brace.
- Therapeutic shoes furnished to selected diabetic Members.
- Rehabilitative foot orthotics that are prescribed as part of post-surgical or post-traumatic casting care.
- Prosthetic shoes that are an integral part of a prosthesis.
- Special footwear needed by persons who suffer from foot disfigurement including disfigurement from cerebral palsy, arthritis, polio, spinabifida, diabetes and foot disfigurement caused by accident or developmental disability.

Foot orthotics are covered for diabetic Members, which includes therapeutic shoes (depth or custom-molded) and inserts for Members with diabetes mellitus and any of the following complications involving the foot:

- Peripheral neuropathy with evidence of callus formation.
- History of pre-ulcerative calluses.
- History of previous ulceration.
- Foot deformity.
- Previous amputation of the foot or part of the foot.
- Poor circulation.

Repair or replacement of prosthetics and orthotics are covered when prescribed by a Plan Physician or ordered by a licensed health care provider acting within the scope of his/her license, and when not caused by misuse or loss. The applicable Copayment per the Health Plan Benefits and Coverage Matrix applies for both repair and replacement.

### **Radiation Therapy**

Radiation therapy (standard and complex) is covered.

- Standard photon beam radiation therapy is covered.

- Complex radiation therapy is covered. This therapy requires specialized equipment, as well as specially trained or certified personnel to perform the therapy. Examples include but are not limited to: brachytherapy (radioactive implants), conformal photon beam radiation and intensity-modulated radiation therapy (IMRT). Gamma knife procedures and stereotactic procedures are covered under Outpatient Surgery for the purposes of determining Copayments.

### **Radiology**

Radiology services provided in the physician's office, outpatient facility or inpatient hospital facility are covered.

Advanced radiology services are covered for the diagnosis and ongoing medical management of an illness or injury. Examples of advanced radiology procedures include, but are not limited to CT scan, PET scan, magnetic resonance imaging (MRI), magnetic resonance angiography (MRA) and nuclear scans.

### **Reconstructive Surgical Services**

Plastic and reconstructive surgical services are covered only as described below.

- Reconstructive surgical services following a mastectomy or lymph node dissection are covered. The length of a hospital stay associated with a mastectomy or lymph node dissection is determined by the attending physician and surgeon in consultation with the patient, consistent with sound clinical principles and processes. There is no prior Authorization required in determining the length of hospital stay following these procedures. Members who elect to have breast reconstruction after a mastectomy are covered for all complications of the mastectomy and reconstructive surgery, prostheses for and reconstruction of the affected breast, and reconstructive surgery on the other breast as may be needed to produce a symmetrical appearance.
- Reconstructive surgical services, performed on abnormal structures of the body caused by congenital defects, developmental anomalies,

trauma, infection, tumors, disease or Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures are covered when performed to improve function or create a normal appearance, to the extent possible.

The Copayments and Deductibles for reconstructive surgical services are determined based on the type and location of the service. Please see the Health Plan Benefits and Coverage Matrix.

### **Skilled Nursing Facility Services**

Skilled Nursing Facility services are covered for up to a maximum of 100 days per calendar year in a semi-private room (unless a private room is Medically Necessary). Covered Benefits for skilled nursing care are those services prescribed by a Plan Provider and provided in a qualified licensed Skilled Nursing Facility. Covered Benefits include:

- Skilled nursing on a 24-hour basis.
- Bed and board.
- X-ray and laboratory procedures.
- Respiratory therapy.
- Short term physical, occupational and speech therapy.
- Medical social services.
- Prescribed drugs and medications.
- Appliances and equipment normally furnished by the Skilled Nursing Facility.

### **Sterilization**

Voluntary sterilization services are covered. Reversal of sterilization services is not covered.

### **Termination of Pregnancy**

Interruption of pregnancy (abortion) services are covered. The Copayments and Deductibles for termination of pregnancy services are determined based on the type and location of the service. Please see the health Plan Benefits and Coverage Matrix.

### **Transplants**

Non-experimental/non-investigational human organ or bone marrow transplant services are covered. These services include:

- Organ and bone marrow transplants that are not experimental or investigational in nature.
- Reasonable professional and hospital expenses for a live donor if the expenses are directly related to the transplant for a Member.
- Charges for testing of relatives as potential donors for matching bone marrow or organ transplants.
- Charges associated with the search and testing of unrelated bone marrow or organ donors through a recognized Donor Registry.
- Charges associated with the procurement of donor organs or bone marrow through a recognized Donor Transplant Bank, if the expenses directly relate to the anticipated transplant of the Member.

Transplant services include professional and hospital services for a live donor who specifically designates the Member recipient if the services are directly related to the transplant, other than corneal, subject to the following restrictions:

1. Preoperative evaluation, surgery and follow-up care must be provided at Plan centers having documented skills, resources, commitment and record of favorable outcomes to qualify the centers to provide such care.
2. Patients are selected by the patient-selection committee of the Plan facilities.
3. Only anti-rejection drugs, biological products and procedures that have been established as safe and effective, and no longer experimental or investigational, are covered.

There are no age limitations for organ donors. The factor deciding whether a person can donate is the person's physical condition, not the person's age. Newborns as well as senior citizens have been organ donors. Donate Life California allows you to

express your commitment to becoming an organ, eye and tissue donor. The Registry guarantees your plans will be carried out when you die. Individuals who renew or apply for a driver's license or ID with the DMV now have the opportunity to also register their decision to be a donor in the Donate Life California Registry, and the pink "DONOR" dot symbol is pre-printed on the applicant's driver license or ID card. You have the power to donate life — sign up today at [www.donatelifecalifornia.org](http://www.donatelifecalifornia.org) to become an organ and tissue donor.

### **Urgent Care Services**

Urgent Care Services means those services performed, inside or outside the Plan's Service Area, that are medically required within a short

timeframe, usually within 24 hours, in order to prevent a serious deterioration of a Member's health due to an illness or injury or complication of an existing condition, including pregnancy, for which treatment cannot be delayed. Urgently needed services include maternity services necessary to prevent serious deterioration of the health of the enrollee or the enrollee's fetus, based on the enrollee's reasonable belief that she has a pregnancy-related condition for which treatment cannot be delayed until the enrollee returns to the Plan's Service Area. If you are outside the Plan's Service Area, Urgent Care Services do not require an Authorization from your PCP. However, if you are in the Plan's Service Area and access Urgent Care Services that are not Authorized, then those services will not be paid for by Sharp Health Plan and you will be responsible to pay for the care.

## **WHAT IS NOT COVERED?**

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### **Exclusions and Limitations**

The services and supplies listed below are exclusions (not Covered Benefits) or are covered with limitations (Covered Benefits only in specific instances) in addition to those already described in this Member Handbook. Additional limitations may be specified in the Health Plan Benefits and Coverage Matrix.

Exclusions include any services or supplies that are:

1. Not Medically Necessary;
2. Not specifically described as covered in this Member Handbook or supplemental benefit materials;
3. In excess of the limits described in this Member Handbook or described in the Health Plan Benefits and Coverage Matrix;
4. Specified as excluded in this Member Handbook;
5. Not provided by Plan Providers (except for Emergency Services or Out-of-Area Urgent Care Services);
6. Not prescribed by a Plan Physician and, if required, Authorized in advance by your PCP,

your PMG or the Plan (Note: Emergency Services do not require Authorization);

7. Part of a treatment plan for noncovered services; or
8. Received prior to the Member's effective date of coverage or after the Member's termination from coverage under this Plan.

### **Acupuncture and Acupressure**

Acupuncture and acupressure services are not covered, unless provided as a supplemental benefit. Copayments made for supplemental benefits do not apply toward the annual Out-of-Pocket Maximum.

### **Alcoholism, Drug Addiction and Other Substance Abuse Rehabilitation**

Inpatient, outpatient and day treatment rehabilitation and methadone treatment for chronic alcoholism, drug addiction or other substance abuse are not covered, unless specified as covered in the Health Plan Benefits and Coverage Matrix or provided as a supplemental benefit.

### **Ambulance**

Ambulance service is not covered when used only for the Member's convenience or when

another available form of transportation would be more appropriate (e.g., a private vehicle or taxi fare). Wheelchair transportation service is also not covered.

### **Cancer Clinical Trials**

The following are not Covered Benefits:

- The provision of non FDA approved drugs or devices that are the subject of the trial.
- Services other than health care services, such as for travel, housing and other non clinical expenses that the Member may incur due to participation in the trial.
- Any items or services that are provided solely to satisfy data collection and/or analysis needs and that are not used in the clinical management of the Member.
- Health care services that are otherwise excluded from coverage (other than those that are excluded on the basis that they are experimental or investigational).
- Health care services that are customarily provided by the research sponsors free of charge for enrollees in the trial.
- The investigational item, device or service itself.
- Services that are clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

### **Chiropractic Services**

Chiropractic services are not covered, unless provided as a supplemental benefit. Copayments made for supplemental benefits do not apply toward the annual Out-of-Pocket Maximum.

### **Cosmetic Surgical Services**

The following are not Covered Benefits:

- Cosmetic services or supplies that retard or reverse the effects of aging or hair loss or alter or reshape normal structures of the body in order to improve appearance.
- Treatment of obesity by medical and surgical means, except for treatment of morbid obesity.

In no instance shall treatment for obesity be provided primarily for cosmetic reasons.

- Implants, unless they are Medically Necessary and are not cosmetic, experimental or investigational.

### **Custodial Care**

Custodial care, domiciliary care or rest cures, for which facilities of a general acute care hospital are not medically required, are not covered. Custodial care is care that does not require the regular services of trained medical or health professionals, including but not limited to, help in walking, getting in and out of bed, bathing, dressing, preparation and feeding of special diets, and supervision of medications that are ordinarily self-administered.

### **Dental Services/Oral Surgical Services**

The following dental services are not Covered Benefits. Dental services are defined as all services required for treatment of the teeth or gums.

- Oral exams, X-rays, routine fluoride treatment, plaque removal and extractions.
- Treatment of tooth decay, periodontal disease, dental cysts, dental abscess, granuloma or inflamed tissue.
- Crowns, fillings, inlays or onlays, bridgework, dentures, caps, restorative or mechanical devices applied to the teeth and orthodontic procedures.
- Restorative or mechanical devices, dental splints or orthotics (whether custom fit or not) or other dental appliances, and related surgeries to treat dental conditions, except as specifically described under Covered Benefits.
- Dental implants (materials implanted into or on bone or soft tissue) and any surgery to prepare the jaw for implants or other dental services associated with surgery on the jawbone.
- Follow-up treatment of an injury to sound natural teeth as a result of an accidental injury regardless of reason for such services.
- Oral surgical services not specifically listed as covered in this Member Handbook.

- Dental treatment anesthesia provided or administered in a dentist's office or dental clinic.

### **Disposable Medical Supplies**

Disposable Medical Supplies that are not provided in a hospital or physician office or by a home health professional are not covered.

### **Durable Medical Equipment**

Comfort or convenience items are not covered. Exercise and hygiene equipment, experimental or research equipment, devices not medical in nature such as sauna baths and elevators or modifications to the home or automobile, deluxe equipment, or more than one piece of equipment that serve the same function are excluded. Replacement of lost or stolen Durable Medical Equipment is not covered.

### **Emergency Services**

Emergency facility and Professional Services which are not required on an immediate basis for treatment of an Emergency Medical Condition are not covered.

### **Experimental or Investigational Services**

Medical, surgical or other procedures, services, products, drugs or devices (including implants) are not covered if either:

- Experimental or investigational, or not recognized in accordance with generally accepted standards as being safe and effective for the use in question; or
- Outmoded or not efficacious, such as those defined by the federal Medicare and state Medicaid programs, or drugs or devices that are not approved by the Food and Drug Administration.

If a service is denied because it is deemed to be an investigational or experimental therapy, a terminally ill Member may be entitled to request an external independent review of this coverage decision. If you would like more information about the decision criteria, or would like a copy of the Plan's policy regarding external independent reviews, please call Customer Care.

Please see the section titled "**Clinical Trials**" in the "**WHAT ARE YOUR COVERED BENEFITS?**" portion of this Handbook for information about coverage of experimental or investigational treatments that are part of an eligible clinical trial.

### **Family Planning Services**

The following services are not Covered Benefits:

- Reversal of voluntary sterilization.
- Nonprescription contraceptive supplies.

### **Foot Care**

Routine foot care, including, but not limited to, removal or reduction of corns and calluses and clipping of toenails, is not covered.

### **Genetic Testing, Treatment or Counseling**

Genetic testing, treatment or counseling is not covered for any of the following:

- Individuals who are not Members of Sharp Health Plan.
- Solely to determine the gender of a fetus.
- Non-medical reasons (e.g., court-ordered tests, work-related tests, paternity tests).
- Screening to determine carrier status for inheritable disorders when there would not be an immediate medical benefit or when results would not be used to initiate medical interventions/treatment.
- Members who have no clinical evidence or family history of a genetic abnormality.

### **Government Services and Treatment**

Any services that the Member receives from a local, state or federal governmental agency are not covered, except when coverage under this Health Plan is expressly required by federal or state law or as noted below.

Services required for injuries or illnesses experienced while under arrest, detained, imprisoned, incarcerated or confined pursuant to federal, state or local law are not covered.

However, the Plan will reimburse Members their out-of-pocket expenses for services received while confined/incarcerated, or, if a juvenile, while detained in any Facility, if the service were provided or authorized by the Member's Primary Care Physician or Plan Medical Group in accordance with the terms of the Plan or were Emergency Services or Urgent Care Services. This exclusion does not restrict the Plan's liability with respect to expenses for Covered Services solely because the expenses were incurred in a state or county hospital; however, the Plan's liability with respect to expenses for Covered Services provided in a state hospital is limited to the reimbursement that the Plan would pay for those Covered Services if provided by a Plan Hospital.

### **Hearing Services**

Hearing aids and routine hearing examinations are not covered except as specifically listed as covered in this Member Handbook or unless provided as a supplemental benefit. Copayments made for supplemental benefits do not apply toward the annual Out-of-Pocket Maximum.

### **Hospital Facility Inpatient and Outpatient Services**

Personal or comfort items or a private room in a hospital, unless Medically Necessary, are not covered.

### **Immunizations and Vaccines**

Immunizations and vaccines for travel and/or required for work, insurance, school, marriage, adoption, immigration, camp, volunteer work, licensure, certification or registration, sports or recreational activities are not covered.

Immunizations that are not specifically listed on the most current version of the Recommended Childhood and Adolescent Immunization Schedule/United States and Recommended Adult Immunization Schedule/United States or the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention are not covered.

### **Infertility Services**

The following services are not Covered:

- Assisted Reproductive Technologies (ART) procedures, otherwise known as conception by artificial means, including but not limited to artificial insemination, in vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), multi-cell embryo transfer (TET), intracytoplasmic sperm injections (ICSI), blastocyst transfer, assisted hatching and any other procedures that may be employed to bring about conception without sexual intercourse, unless provided as a supplemental benefit. Copayments made for supplemental benefits do not apply toward the annual Out-of-Pocket Maximum.
- Any service, procedure or process which prepares the Member for noncovered ART procedures.
- Collection, preservation or purchase of sperm, ova or embryos.
- Reversal of voluntary sterilization.
- Testing, services or supplies for conception by a surrogate who is not enrolled in Sharp Health Plan. If the surrogate is enrolled in Sharp Health Plan, medical expenses related to the pregnancy will be covered by the Plan, subject to the lien described in the "**What Happens if You Enter Into a Surrogacy Arrangement?**" section of this Handbook.

### **Maternity and Pregnancy Services**

The following services are not Covered Benefits:

- Testing, services or supplies for conception by a surrogate who is not enrolled in Sharp Health Plan. If the surrogate is enrolled in Sharp Health Plan, medical expenses related to the pregnancy will be covered by the Plan, subject to the lien described in the "**What Happens if You Enter Into a Surrogacy Arrangement?**" section of this Handbook.
- Devices and procedures to determine the sex of a fetus.
- Elective home deliveries.

## **Mental Health Services**

The following services are not Covered Benefits:

- Any service covered under the Member's Employee Assistance Program (EAP).
- Any court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody or visitation.
- Diagnosis and treatment of developmental disorders, developmental reading disorder, developmental arithmetic disorder, developmental language disorder or developmental articulation disorder.\*
- Diagnosis and treatment for learning disorders or those services primarily oriented toward treatment of social or learning disorders.\*
- Counseling for activities of an educational nature.\*
- Counseling for borderline intellectual functioning.
- Counseling for occupational problems.
- Counseling related to consciousness raising.
- Vocational or religious counseling.
- Counseling for marital problems.
- I.Q. testing.
- Psychological testing on children required as a condition of enrollment in school.\*
- Treatment for a mental health diagnosis other than a Severe Mental Illness or Serious Emotional Disturbance, unless specified as covered in the Health Plan Benefits and Coverage Matrix or provided as a supplemental benefit.

\* This non-Covered Benefit does not include Behavioral Health Treatment for pervasive development disorder or autism, which is a covered service.

## **Non-preventive Physical or Psychological Examinations**

Physical or psychological examinations required for court hearings, travel, premarital, pre-adoption,

employment or other non-preventive health reasons are not covered. Court-ordered or other statutorily required psychological evaluation, testing and treatment are not covered unless Medically Necessary and preauthorized by the Plan.

## **Outpatient Prescription Drugs**

Outpatient prescription drugs are not covered, unless your employer purchases it as an added benefit. If your employer does purchase this benefit, you will receive a separate rider with information about your prescription drug coverage. Under this rider, cost-sharing for covered orally administered anticancer medications will not exceed \$200 for an individual prescription of up to a 30-day supply. Covered orally administered anticancer medications will not be subject to a Deductible unless you are enrolled in a HSA-compatible high deductible health plan.

If you are enrolled in a Grandfathered Plan, copayments made for outpatient prescription drugs will not apply toward the annual Out-of-Pocket Maximum.

## **Private-Duty Nursing Services**

Private-duty nursing services are not covered. Private-duty nursing services encompass nursing services for recipients who require more individual and continuous assistance with Activities of Daily Living than is available from a visiting nurse or routinely provided by the nursing staff of a Hospital or Skilled Nursing Facility.

## **Prosthetic and Orthotic Services**

Orthopedic shoes, foot orthotics or other supportive devices of the feet are not covered except under the following conditions:

- A shoe that is an integral part of a leg brace and is included as part of the cost of the brace.
- Therapeutic shoes furnished to select diabetic Members.
- Rehabilitative foot orthotics that are prescribed as part of post-surgical or post-traumatic casting care.
- Prosthetic shoes that are an integral part of a prosthesis.



- Special footwear needed by persons who suffer from foot disfigurement including disfigurement from cerebral palsy, arthritis, polio, spinabifida, diabetes and foot disfigurement caused by accident or developmental disability.
- Foot orthotics for diabetic Members. Therapeutic shoes (depth or custom-molded) along with inserts are covered for Members with diabetes mellitus and any of the following complications involving the foot:
  1. Peripheral neuropathy with evidence of callus formation.
  2. History of pre-ulcerative calluses.
  3. History of previous ulceration.
  4. Foot deformity.
  5. Previous amputation of the foot or part of the foot.
  6. Poor circulation.

Corrective shoes and arch supports, except as described above, are not covered. Non-rigid devices such as elastic knee supports, corsets and garter belts are not covered. Dental appliances and electronic voice producing machines are not covered. More than one device for the same part of the body is not covered. Upgrades that are not Medically Necessary are not covered. Replacements for lost or stolen devices are not covered.

### **Sexual Dysfunction Treatment**

Treatment of sexual dysfunction or inadequacy is not covered, including but not limited to medicines/drugs, procedures, supplies and penile implants/prosthesis.

### **Vision Services**

Vision services are not covered unless specifically listed as covered in this Member Handbook or provided as a supplemental benefit. Copayments made for supplemental benefits do not apply toward the annual Out-of-Pocket Maximum. Vision services that are not covered include, but are not limited to:

- Eye surgery for the sole purpose of correcting refractive error (e.g., radial keratotomy).
- Orthoptic services (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision).
- Eyeglasses or contact lenses.
- Routine vision examinations.
- Eye refractions for the fitting of glasses.

### **Other**

- Any services received prior to the Member's effective date of coverage or after the termination date of coverage are not covered.
- Any services or supplies covered under any workers' compensation benefit plan are not covered.
- Any services requested or ordered by a court of law, Employer or school are not covered.
- In the event of any major disaster, act of war or epidemic, Sharp Health Plan and Plan Providers shall provide Covered Benefits to Members to the extent Sharp Health Plan and Plan Providers deem reasonable and practical given the facilities and personnel then available. Under such circumstances, Sharp Health Plan shall use all Plan Providers available to provide Covered Benefits, regardless of whether the particular Members in question had previously selected, been assigned to or received Covered Benefits from those particular Plan Providers. However, neither Sharp Health Plan nor any Plan Provider shall have any liability to Members for any delay in providing or failure to provide Covered Benefits under such conditions to the extent that Plan Providers are not available to provide such Covered Benefits.
- The frequency of routine health examinations will not be increased for reasons unrelated to the medical needs of the Member. This includes the Member's desire or request for physical examinations, and reports or related services for the purpose of obtaining or continuing employment, licenses, insurance or school sports clearance, travel licensure, camp, school

admissions, recreational sports, premarital or pre-adoptive purposes, by court order, or for other reasons not Medically Necessary.

- Benefits for services or expenses directly related to any condition that caused a Member's Total

Disability are excluded when such Member is Totally Disabled on the date of discontinuance of a prior carrier's policy and the Member is entitled to an extension of benefits for Total Disability from that prior carrier.

## **HOW DO YOU ENROLL IN SHARP HEALTH PLAN?**

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### **When Is an Employee Eligible to Enroll in Sharp Health Plan?**

If you are an employee, you may enroll during your initial enrollment period or during your Employer's open enrollment period, provided you live or work within the Service Area, meet certain eligibility requirements and complete the required enrollment process. Your initial enrollment period begins the day you become an Eligible Employee and ends 31 days after it begins. If you do not enroll within 31 calendar days of first becoming eligible, you may enroll only during an annual open enrollment period established by your Employer and Sharp Health Plan. Enrollment begins at 12:01 a.m. on the date established by your Employer and the Plan.

To enroll in Sharp Health Plan, employees must meet all eligibility requirements established by your Employer and Sharp Health Plan. The following outlines the Plan's eligibility requirements. Please contact your Employer for information about the eligibility requirements specific to your Employer.

As the employee, you are eligible if you:

- Are an employee of an Employer;
- Are actively engaged on a full-time basis at the Employer's regular place of business, and
- Work a normal workweek of at least the number of hours required by your Employer.

Eligible Employees do not include employees who work on a part-time, temporary, substitute or contracted basis unless agreed to by the Plan and your Employer. If an Eligible Employee is not actively at work on the date coverage would otherwise become effective (excluding medical leave status), coverage will be deferred until the date the Eligible Employee returns to an active work status.

As the employee, you must live or work within Sharp Health Plan's Service Area for at least nine out of every twelve consecutive months.

A Member who resides outside the Service Area must select a PCP within the Service Area and must obtain all Covered Benefits from Plan Providers inside the Service Area, except for Out-of-Area Emergency or Urgent Care Services.

### **When Is a Dependent Eligible to Enroll in Sharp Health Plan?**

Dependents (Spouse, Domestic Partner and children) become eligible when the Eligible Employee is determined by the Employer to be eligible. Dependents may enroll during the Eligible Employee's initial enrollment period or during the Employer's open enrollment period. Dependents may only enroll if the Eligible Employee is also enrolled or enrolls with the Dependent and are only eligible for the same plan in which the employee is enrolled. Enrollment begins at 12:01 a.m. on the date established by your Employer and the Plan.

For purposes of eligibility, children of the Enrolled Employee include:

- The naturally born children, legally adopted children or stepchildren of the Enrolled Employee;
- Children for whom the Enrolled Employee has been appointed a legal guardian by a court; or
- Children for whom the Enrolled Employee is required to provide health coverage pursuant to a qualified medical support order

Grandchildren of the Enrolled Employee are not eligible for enrollment, unless the Enrolled Employee has been appointed legal guardian of the grandchild(ren).

Dependent children remain eligible up to age 26 regardless of student, marital or financial status.

A Dependent child who is Totally Disabled at the time of attaining the maximum age of 26 may remain enrolled as a Dependent until the disability ends. The Plan may request a written statement from your Dependent's Plan Physician describing the disability.

Dependents are not required to live with the Enrolled Employee. However, Dependents must maintain their Primary Residence or work within Sharp Health Plan's licensed Service Area unless enrolled as a full-time student at an accredited institution or unless coverage is provided under a medical support order. A Member who resides outside the Service Area must select a PCP within the Service Area and must obtain all Covered Benefits from Plan Providers inside the Service Area, except for Out-of-Area Emergency or Urgent Care Services.

### **Can You or Your Dependents Enroll Outside Your Initial or Open Enrollment Period?**

If you decline enrollment for yourself or your eligible Dependents because of other group medical coverage, you may be able to enroll yourself and your eligible Dependents in Sharp Health Plan if you involuntarily lose eligibility for that other coverage. However, you must request enrollment within 30 days after your other coverage ends and will be required to submit documentation indicating the coverage termination date.

You and your eligible Dependents may also be able to enroll in Sharp Health Plan if you or your Dependent becomes eligible for a premium assistance subsidy under Medi-Cal or Healthy Families. You must request enrollment within sixty (60) days after the date that eligibility for Premium assistance is determined.

If you have a new Dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your Dependents outside of your Employer's open enrollment period. However, you must request enrollment within 30 calendar days after the marriage, birth, adoption or placement for adoption. Your Employer is responsible for notifying the Plan to enroll or

disenroll your eligible Dependents. If notification of the status change is not received by your Employer within the 30-day period, your Dependent(s) will not be covered and you will be responsible for payment of any services received.

- To add a new Spouse to your coverage, you must complete and submit an Enrollment Change Form to your Employer within the 30-day period following your marriage.
- Your newborn child is covered for 30 days from the date of birth, and your adopted child is covered for 30 days from the date you are legally entitled to control the health care of the adopted child. If you wish to add your newborn or adopted child to your coverage for more than the initial 30 calendar days, you must complete and submit an Enrollment Change Form to your Employer within the 30-day period following the birth or legal adoption.

An Eligible Employee who declined enrollment in the Plan at the time of the initial or open enrollment period and who does not meet the criteria stated above must wait until their Employer's next renewal date to obtain coverage. Your Employer's renewal date occurs once every 12 months.

### **How Do You Update Your Enrollment Information?**

Please notify your Employer of any changes to your enrollment application within 30 calendar days of the change. This includes changes to your name, address, telephone number, marital status or the status of any enrolled Dependents. Your Employer will notify Sharp Health Plan of the change. If you wish to change your Primary Care Physician or Plan Medical Group, please contact Customer Care at (858) 499-8300 or toll-free at 1-800-359-2002 or by email at [customer.service@sharp.com](mailto:customer.service@sharp.com).

### **What if You Have Other Health Insurance Coverage?**

In some families, both adults are employed and family members are covered by more than one health plan. If you are covered by more than one health plan, the secondary health plan will coordinate your health insurance coverage so that

you will receive up to but not more than 100 percent coverage.

The Plan uses the “Birthday Rule” in coordinating health insurance coverage for children. When both parents have different health plans that cover their child Dependents, the health plan of the parent whose birthday falls earliest in the calendar year will be the primary health plan for the child Dependents.

In coordinating health insurance coverage for your Spouse or Domestic Partner, the insurance policy in which the Spouse/Domestic Partner is the Subscriber will be his/her primary health plan.

### **What if You Are Eligible for Medicare?**

It is the Member’s responsibility to apply for Medicare coverage once reaching age 65 or otherwise becoming eligible. Please notify Sharp Health Plan promptly if you or any of your covered Dependents become eligible for Medicare.

### **What if You Are Injured at Work?**

The Plan does not provide Covered Benefits to you for work-related illnesses or injuries covered by workers’ compensation. The Plan will advance Covered Benefits at the time of need, but if you or your Dependent receive Covered Benefits through the Plan that are found to be covered by workers’ compensation, the Plan will pursue reimbursement through workers’ compensation. You are responsible to notify Sharp Health Plan of any such occurrences and are required to cooperate to ensure that the Plan is reimbursed for such benefits.

### **What if You Are Injured by Another Person?**

If you or your Dependent are injured in an event caused by a negligent or intentional act or omission of another person, the Plan will advance Covered Benefits at the time of need subject to an automatic lien by agreement to reimburse the Plan from any recoveries or reimbursement you receive from the person who caused your injury. You are responsible to notify Sharp Health Plan of any such occurrences and are required to cooperate to ensure that the Plan is reimbursed for such benefits.

### **When Can Your Coverage Be Changed Without Your Consent?**

The Group Agreement between Sharp Health Plan and your Employer is renewed annually. The Group Agreement may be amended, canceled or discontinued at any time and without your consent, either by your Employer or by the Plan. Your Employer will notify you if the Agreement is terminated or amended. Your Employer will also notify you if your contribution to Premiums changes. If the Group Agreement is canceled or discontinued, you will not be able to renew or reinstate the group coverage.

In the event of an amendment to the Group Agreement that affects any Copayments, Covered Benefits, services, exclusions or limitations described in this Member Handbook, you will be given a new Member Handbook or amendments to this Member Handbook updating you on the change(s). The services and Covered Benefits to which you may be entitled will depend on the terms of your coverage in effect at the time services are rendered.

### **When Will Your Coverage End?**

#### **Loss of Subscriber Eligibility**

Coverage for you and your Dependents will end at 11:59 p.m. on the earliest date of the following events triggering loss of eligibility:

- When the Group Agreement between your Employer and the Plan is terminated. If you are in the hospital on the effective date of termination, you will be covered for the remainder of the hospital stay if you continue to pay all applicable Premiums and Copayments, unless you become covered earlier under other group or COBRA coverage.
- When your employment is terminated. Coverage will end on the last day of the month in which your employment is terminated unless otherwise determined by your Employer. You may be eligible to continue coverage through COBRA (your Employer will advise you if you are eligible), or Cal-COBRA (the Plan will advise you if you are eligible. Members of the United States Military Reserve and National Guard who terminate coverage as a result of

being ordered to active duty may have their coverage reinstated without waiting periods or exclusion of coverage for preexisting conditions. Please contact Customer Care for information on how to apply for reinstatement of coverage following active duty as a reservist.

- When your Employer terminates coverage with the Plan. Coverage will end on the last day of the month in which your Employer terminated. When you no longer meet any of the other eligibility requirements under your plan contract. Coverage will end on the last day of the month in which your eligibility ended.

Coverage for your Dependent will end when a Dependent no longer meets the eligibility requirements, including divorce, no longer living or working inside of the Service Area or termination of Total Disability status. Coverage will end on the last day of the month in which eligibility ends. The Dependent may be eligible to elect COBRA, or Cal-COBRA.

### **Fraud or Intentional Misrepresentation of Material Fact**

Coverage for you or your Dependent(s) will also end if either you or that Dependents) commit(s) an act of fraud or intentional misrepresentation of a material fact to circumvent state or federal laws or the policies of the Plan, such as allowing someone else to use your Member ID card, providing materially incomplete or incorrect enrollment or required updated information deliberately, including but not limited to incomplete or incorrect information regarding date of hire, date of birth, relationship to Enrolled Employee or Dependent, place of residence, other group health insurance or workers' compensation benefits, or disability status.

In this case, Sharp Health Plan will send you a written notice 30 days before your coverage will end or 30 days prior to the effective date of any rescission. The notice will include information about your right to appeal the decision. Your coverage may end retroactively to the date the fraud or misrepresentation occurred only if Sharp Health Plan identifies the act within your first 24 months

of coverage. This type of retroactive termination is called a rescission.

### **Cancellation of the Group Agreement for Nonpayment of Premiums**

If the Group Agreement is cancelled because the Group failed to pay the required Premiums when due, then coverage for you and your Dependents will end at the end of your Employer's 30-day grace period, effective on the 31st day after notice for nonpayment of Premiums.

Sharp Health Plan will mail your Employer a grace period notice at least 30 calendar days before any cancellation of coverage. This Prospective Notice of Cancellation will provide information to your Employer regarding the consequences of your Employer's failure to pay the Premiums due within 30 days of the date the notice was mailed.

If payment is not received from your Employer within 30 days of the date the Prospective Notice of Cancellation is mailed, Sharp Health Plan will cancel the Group Agreement and mail you a Notice Confirming Termination of Coverage, which will provide you with the following information:

- That the Group Agreement has been cancelled for non-payment of Premiums.
- The specific date and time when your group coverage ended.
- Sharp Health Plan's telephone number to call to obtain additional information, including whether your Employer obtained reinstatement of the Group Agreement.
- An explanation of your options to purchase continuation coverage, including coverage effective as of the termination date so you can avoid a break in coverage, and the deadline by which you must elect to purchase such continuation coverage, which will be 63 calendar days after the date the Plan mails you the Notice Confirming Termination of Coverage.

# INDIVIDUAL CONTINUATION OF BENEFITS

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## **Total Disability Continuation Coverage**

If the Group Agreement between Sharp Health Plan and your Employer terminates while you or your Dependent are Totally Disabled, Covered Benefits for the treatment of the disability may be temporarily extended. Application for extension of coverage and evidence of the Total Disability is required to be provided to the Plan within 90 calendar days of termination of the Group Agreement; however, the Member is covered during this 90-day period.

You are required to furnish the Plan with evidence of the Total Disability upon request. The Plan has sole authority for the approval of the extension of Covered Benefits. The extension of Covered Benefits will continue for the treatment of the disability until the earlier of:

- When the Member is no longer Totally Disabled.
- When the Member becomes covered under any other group health insurance that covers the disability.
- A maximum of 12 consecutive months from the date coverage would have normally terminated.

## **COBRA Continuation Coverage**

If your Employer has 20 or more employees, and you or your Dependents would otherwise lose coverage for benefits, you may be able to continue uninterrupted coverage through the Consolidated Omnibus Budget Reconciliation Act of 1985 and its amendments (referred to as COBRA), subject to your continuing eligibility and your payment of Premiums. COBRA continuation coverage is a continuation of group health plan coverage when coverage would otherwise end because of a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.”

You, your Spouse and your Dependent could become qualified beneficiaries if coverage under the group plan is lost because of the qualifying event. Please contact your Employer for details about

whether you qualify, how to elect COBRA coverage, how much you must pay for COBRA coverage and where to send your COBRA Premiums. Coverage will be effective on the first day following the loss of coverage due to the qualifying event. No break in coverage is permitted.

COBRA continuation coverage consists of the coverage under the company health plan that you and other qualified beneficiaries had immediately before your coverage terminated.

If your Employer or Sharp Health Plan changes benefits, Premiums, etc., your continuation coverage will change accordingly. If the contract between the Employer and Sharp Health Plan terminates while you are still eligible for COBRA, you may elect to continue COBRA coverage under the Employer’s subsequent group health plan.

If you are no longer eligible for COBRA continuation coverage and your COBRA coverage was less than 36 months, you may be eligible for Cal-COBRA Continuation Coverage as described below.

## **Cal-COBRA Continuation Coverage**

If your Employer consists of two to 19 employees and you or your Dependents would lose coverage under Sharp Health Plan due to a “qualifying event” as described below, you may be able to continue your company health coverage upon arrangement with Sharp Health Plan through the California Continuation Benefits Replacement Act (referred to as Cal-COBRA), subject to your continuing eligibility and your payment of monthly Premiums to Sharp Health Plan.

Continuation coverage consists of the coverage under the company health plan that you and other qualified beneficiaries had immediately before your coverage terminated. If your Employer or Sharp Health Plan changes benefits, Premiums, etc., your continuation coverage will change accordingly. If the contract between the Employer and Sharp Health Plan terminates while you are still eligible for Cal-COBRA, you may elect to continue Cal-COBRA coverage under the Employer’s subsequent group health plan. If you fail to comply

with all the requirements of the new plan (including requirements pertaining to enrollment and Premium payments) within 30 days of receiving notice of termination from the Plan, Cal-COBRA coverage will terminate. If you move out of the Plan's Service Area, Cal-COBRA coverage will terminate.

If a qualifying event occurs, it is the Member's responsibility to notify his/her Employer within 60 days of the date of the qualifying event. The notification must be in writing and delivered to the Employer by first class mail or other reliable means of delivery. If you do not notify your Employer within 60 days of the date of the qualifying event, you are not eligible for coverage under Cal-COBRA.

### **Qualifying Events**

If you lose coverage due to one of the qualifying events listed below and you were enrolled in Sharp Health Plan at the time of the loss of coverage, you are considered a qualified beneficiary entitled to enroll in Cal-COBRA continuation coverage.

- As an Enrolled Employee, you may be eligible for Cal-COBRA continuation coverage if you would lose group health plan coverage due to the termination of your employment (for reasons other than gross misconduct) or due to a reduction in your work hours.
- As a Member who is the Dependent of an Enrolled Employee, you may be eligible for Cal-COBRA continuation coverage if you would lose group health plan coverage under Sharp Health Plan for any of the following reasons:
  1. Death of the Enrolled Employee.
  2. Termination of the Enrolled Employee's employment (for reasons other than gross misconduct) or a reduction in the Enrolled Employee's work hours.
  3. Divorce or legal separation from the Enrolled Employee.
  4. Enrolled Employee's Medicare entitlement.
  5. Your loss of Dependent status.

- A Member who has exhausted COBRA continuation coverage may be eligible for Cal-COBRA continuation coverage if your COBRA coverage was less than 36 months and your COBRA coverage began on or after January 1, 2003. COBRA and Cal-COBRA continuation coverage is limited to a combined maximum of 36 months.

After the Employer notifies the Plan of a qualifying event, the Plan will, within 14 calendar days, provide all of the information that is needed to apply for Cal-COBRA continuation coverage, including information on benefits and Premiums, and an enrollment application.

### **How to Elect Cal-COBRA Coverage**

If you wish to elect Cal-COBRA coverage, you must complete and return the enrollment application to Sharp Health Plan. This must be done within 60 calendar days after you receive the enrollment application or 60 calendar days after your company health coverage terminates, whichever is later. Failure to have the enrollment application postmarked on or before the end of the 60-day period will result in the loss of your right to continuation coverage under Cal-COBRA. Coverage will be effective on the first day following the loss of coverage due to the qualifying event. No break in coverage is permitted.

### **Adding Dependents to Cal-COBRA**

The qualified beneficiary who elects coverage can enroll a Spouse or Dependents at a later date when one of the following events occurs:

- Open enrollment.
- Loss of other coverage.
- Marriage.
- Birth of a Dependent.
- Adoption.

The new Dependent will not be considered a qualified beneficiary and will lose coverage when the qualified beneficiary is no longer enrolled in Sharp Health Plan.

## **Premiums for Cal-COBRA Coverage**

The Member is responsible for payment to Sharp Health Plan of the entire monthly Premium for continuation coverage under Cal-COBRA.

The initial Premium payment must be made on or before the 45th calendar day after election of Cal-COBRA coverage and must be delivered by first-class mail, certified mail or other reliable means of delivery to the Plan.

The Premium rate you pay will not be more than 110 percent of the rate charged by the Plan for an employee covered under the Employer. The Premium rate is subject to change upon your previous Employer's annual renewal. If the full Premium payment (including all Premiums due from the time you first became eligible) is not made within the 45-day period, Cal-COBRA coverage will be cancelled. Subsequent Premium payments are due on the first of each month for that month's Cal-COBRA coverage. If any Premium payment is not made within 30 calendar days of the date it is due, Cal-COBRA coverage will be cancelled. No claims for medical services received under continuation coverage are paid until the Premium for the month of coverage is paid. If, for any reason, a Member receives medical benefits under the Plan during a month for which the Premium was not paid, the benefits received are not covered by the Plan and the Member will be required to pay the provider of service directly.

If you have any questions regarding continuation coverage under Cal-COBRA, please call Customer Care.

## **What Can You Do if You Believe Your Coverage Was Terminated Unfairly?**

Sharp Health Plan will never terminate your coverage because of your health status or your need for health services. If you believe that your coverage or your Dependent's coverage was terminated or not renewed due to health status or requirements for health care services, you may request a review of the termination by the Director of the Department of Managed Health Care. The Department has a toll-free telephone number (**1-888-HMO-2219**) to receive complaints regarding health plans. The hearing and speech impaired may use the California Relay Service's toll-free telephone

numbers [**1-800 735-2929 (TTY) or 1-888-877-5378 (TTY)**] to contact the department. The Department's Internet website (**[www.hmohelp.ca.gov](http://www.hmohelp.ca.gov)**) has complaint forms and instructions online.



## OTHER INFORMATION

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### When Do You Qualify for Continuity of Care?

#### New Members of Sharp Health Plan and Members Who Change Plan Networks

If you were receiving services from a provider who is not a member of your Plan Network shortly before the time that you became covered by this Plan, or you changed Plan Networks during open enrollment and the provider is not a member of your new Plan Network, you may be eligible to complete your care with this provider under certain circumstances that are explained below. Please note that you do not qualify for this temporary continuity of care coverage if you were offered an open network option or the option to continue with your previous health plan, and instead you chose to change to Sharp Health Plan.

#### Existing Members of Sharp Health Plan

If you were receiving services from a PMG or hospital in your Plan Network that has been terminated (leaving the network), you should receive a notice letter from this Plan informing you of the upcoming termination at least 60 calendar days prior to the termination date. You may be eligible to complete your care under certain circumstances that are explained below.

#### Conditions for Eligibility

Newly covered enrollees receiving care from a nonparticipating provider, existing enrollees whose Plan Network changed, and existing enrollees whose PMG or provider is terminated are eligible for continuity of care benefits when you have been in an active course of treatment for the following conditions or circumstances:

- An Acute Condition.
- A Serious Chronic Condition.
- A pregnancy.
- A Terminal Illness.
- A pending surgery or procedure that was previously scheduled to occur within 180 days of either your effective date of coverage with

this Plan or the date your provider is being terminated from the Plan Network.

- A child age 0-36 months.

Other conditions apply. Completion of care is subject to time limits under law. Your provider must agree to terms, conditions and payment rates similar to those that are followed by other Plan Providers. If your provider does not agree, continuity of care cannot be provided. If your circumstances meet one of the criteria listed above, please contact Customer Care and request a continuity of care benefits form from the service representative. You may also request a copy of the Sharp Medical Policy on Continuity of Care for a detailed explanation of eligibility and applicable limitations.

### What Is the Relationship Between the Plan and Its Providers?

- Most of our Plan Medical Groups receive an agreed-upon monthly payment from Sharp Health Plan to provide services to you. This monthly payment is a fixed dollar amount for each Member. The monthly payment typically covers Professional Services directly provided by the physician group, and may also cover certain referral services.
- Some doctors receive a different agreed-upon payment from us to provide services to you. Each time you receive healthcare services from one of these providers, he/she receives payment for that service.
- Some hospitals in our network receive an agreed-upon monthly payment in return for providing hospital services for Members. Other hospitals are paid on a fee-for-service basis or receive a fixed payment per day of hospitalization.
- On a regular basis, we agree with each Plan Medical Group and some of our contracted hospitals on the monthly payment from Sharp Health Plan for services, including referral services, under the program for any Plan Members treated by the PMG/Hospital.

- At the end of the year, the actual cost of services is compared to the agreed upon budget. If the actual cost of services is less than the agreed upon budget, the PMG/hospital shares in the savings as an incentive to continue providing quality healthcare services to Plan Members.
- If you would like more information, please contact Customer Care. You can also obtain more information from your healthcare provider or the PMG you have selected.

### **How Can You Participate in Plan Policy?**

The Plan has established a Member advisory committee (called the Public Policy Advisory Committee) for Members to participate in making decisions to assure patient comfort, dignity and convenience from the Plan's Providers that provide health care services to you and your family. At least annually, the Plan provides Members, through the Member Newsletter, a description of its system for Member participation in establishing Plan policy, and communicates material changes affecting Plan policy to Members.

### **What Happens if You Enter Into a Surrogacy Arrangement?**

A surrogacy arrangement is one in which you agree to become pregnant and to surrender the baby to another person or persons who intend to raise the child. You must pay us for any amounts paid by the Plan for Covered Benefits you receive related to conception, pregnancy, delivery or newborn care in connection with a surrogacy arrangement ("Surrogacy Health Services"). Your obligation to pay us for Surrogacy Health Services is limited to the compensation you are entitled to receive under the surrogacy arrangement.

By accepting Surrogacy Health Services, you automatically assign to us your right to receive payments that are payable to you or your chosen

payee under the surrogacy arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure our rights, we will also have a lien on those payments. Those payments shall first be applied to satisfy our lien.

The assignment and our lien will not exceed the

total amount of your obligation to us under the preceding paragraph.

Within 30 calendar days after entering into a surrogacy arrangement, you must send written notice of the arrangement, including the names and addresses of the other parties to the arrangement, and a copy of any contracts or other documents explaining the arrangement, to:

Sharp Health Plan  
Customer Care  
Attention: Third Party Liability  
8520 Tech Way, Suite 200  
San Diego, CA 92123-1450

You must complete and send us all consents, releases, Authorizations, lien forms and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this "**What Happens if You Enter Into a Surrogacy Arrangement?**" section and to satisfy those rights. You must not take any action prejudicial to our rights.

If your estate, parent, guardian or conservator asserts a claim against a third party based on the surrogacy arrangement, your estate, parent, guardian or conservator and any settlement or judgment recovered by the estate, parent, guardian or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

## GLOSSARY

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Because we know health plan information can be confusing, we capitalized these words throughout all Sharp Health Plan materials and information to let you know that you can find their meanings in this glossary.

**Active Labor** means an Emergency Medical Condition that results in a labor at a time at which any of the following would occur:

1. A woman experiences contractions (A woman experiencing contractions is presumed to be in true labor unless a physician or qualified individual certifies, after a reasonable time of observation, that the woman is in false labor);
2. There is inadequate time to effect a safe transfer to another hospital prior to delivery; or
3. A transfer may pose a threat to the health and safety of the patient or the unborn child.

**Activities of Daily Living (ADLs)** means the basic tasks of everyday life, such as eating, bathing, dressing, toileting and transferring (e.g., moving from the bed to a chair).

**Acute Condition** means a medical condition that involves a sudden onset of symptoms due to an illness, injury or other medical problem that requires prompt medical attention and that has a limited duration.

**Appeal** means a written or oral expression requesting a re-evaluation of a specific determination made by the Plan or any of its authorized Subcontractors (Plan Medical Groups). The determination in question may be a denial or modification of a requested service. (It may also be called an adverse benefit determination.)

**Authorization** means the approval by the Member's Plan Medical Group (PMG) or the Plan for Covered Benefits. (An Authorization request may also be called a pre-service claim.)

**Authorized Representative** means an individual designated by the Member to receive Protected Health Information about the Member for purposes of assisting with a claim, an Appeal, a Grievance or other matter. The Authorized Representative must be designated by the Member in writing on a form approved by Sharp Health Plan.

**Behavioral Health Treatment** means Professional Services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs, that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism and that meet all of the following criteria:

1. The treatment is prescribed by a licensed Plan Provider;
2. The treatment is provided by a qualified autism service provider, professional or paraprofessional contracted with the Plan;
3. The treatment is provided under a treatment plan that has measurable goals over a specific timeline that is developed and approved by the qualified autism service provider for the specific patient being treated; and
4. The treatment plan is reviewed at least every six months by a qualified autism service provider and modified whenever appropriate, and is consistent with the elements required under the law.

**Chronic Condition** means a medical condition due to a disease, illness or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.

**Coinsurance** means your share of the costs of a Covered Benefit, calculated as a percent (for example, 20%) of the Plan's contracted rate with a Plan Provider. For example, if the Plan's contracted rate with a Plan Provider for an office visit is \$100 and you've met your deductible, your Coinsurance payment of 20% would be \$20.

**Copayment** means a fee which a Plan Provider, or its subcontractors, may collect directly from a Member, and which a Member is required to pay, for a particular Covered Benefit at the time service is rendered.

**Covered Benefits** means those Medically Necessary services and supplies that Members are entitled to receive under a Group Agreement and which are described in the Member Handbook.

**Deductible** means the amount a Member must pay in a calendar year under some plans for certain Covered Benefits before the Plan will start to pay for those Covered Benefits in that calendar year. Once the Member has met either the family or Individual yearly Deductible, the Member pays the applicable Copayment or Coinsurance for Covered Benefits, and the Plan pays the rest.

**Dependent** means an Enrolled Employee's legally married Spouse, registered Domestic Partner or Child, who meets the eligibility requirements set forth in this Member Handbook, who is enrolled in the Plan, and for whom the Plan receives Premiums.

**Disposable Medical Supplies** means medical supplies that are consumable or expendable in nature and cannot withstand repeated use by more than one individual, such as bandages, elastic bandages, incontinence pads, and support hose and garments.

**Domestic Partner** means a person who has established eligibility for the Plan by meeting all of the following requirements. All Employers who offer coverage to the Spouses of employees must also offer coverage to Registered Domestic Partners.

1. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
2. Neither person is married or a member of another domestic partnership.
3. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
4. Both persons are at least 18 years of age.
5. Both persons are capable of consenting to the domestic partnership.
6. Either of the following:
  - a. Both persons are members of the same sex.
  - b. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both persons are over the age of 62.
7. Neither person has previously filed a Declaration of Domestic Partnership with the Secretary of State pursuant to this division that has not been terminated under Section 299.
8. Both file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division.

If documented in the Group Agreement, Domestic Partner also includes individuals who meet criteria 1-5 above and sign an affidavit attesting to that fact.

**Drug Formulary** means the continuously updated list of drugs that are covered by the Plan. A Drug Formulary enhances quality of care by encouraging the use of those prescription medications that are demonstrated to be safe and effective, and produce superior patient outcomes. Sharp Health Plan's Pharmacy and Therapeutics Committee, composed of Plan Providers and Pharmacists, meets quarterly to evaluate the Drug Formulary and ensure that it is as useful and effective as possible. The Formulary is a tool for your doctor to use when determining the most appropriate course of treatment. The presence of a drug on the Formulary does not guarantee that it will be prescribed by your doctor for a particular condition. Please refer to the supplemental Outpatient Prescription Drug Explanation of Coverage and Disclosure Form for detailed information about how the Plan administers the prescription drug benefit. Outpatient prescription drugs are not covered unless provided as an additional rider.

**Durable Medical Equipment** means medical equipment appropriate for use in the home which is intended for repeated use; is generally not useful to a person in the absence of illness or injury; and primarily serves a medical purpose.

**Eligible Employee** means any employee, employed for a specified period of time (as determined by the Employer), who is actively engaged on a full-time basis (at least 30 hours per week) in the conduct of the business of the Employer at the Employer's regular place or places of business. The term includes sole proprietors or partners in a partnership, if they are actively engaged on a full-time basis in the Employer's business and included as employees under the Group Agreement, but does not include employees who work on a temporary, substitute or contract basis. Employees who waive coverage on the grounds that they have other Employer sponsored health coverage or coverage under Medicare shall not be considered or counted as Eligible Employees.

**Emergency Medical Condition** means a medical condition, manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a reasonable layperson could reasonably expect the absence of immediate attention to result in:

1. Placing the patient's health in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

**Emergency Services** means those Covered Benefits, including Emergency Services and Care, provided inside or outside the Service Area, that are medically required on an immediate basis for treatment of an Emergency Medical Condition.

**Emergency Services and Care** means:

1. Medical screening, examination and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an Emergency Medical Condition or Active Labor exists and, if it does, the care, treatment and surgery by a physician if necessary to relieve or eliminate the Emergency Medical Condition, within the capability of the facility; and
2. An additional screening, examination and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric Emergency Medical Condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition within the capability of the facility.

**Employer** means any person, firm, proprietary or nonprofit corporation, partnership or public agency that is actively engaged in business or service, which was not formed primarily for purposes of buying health care service plan contracts and in which a bona-fide Employer-employee relationship exists.

**Enrolled Employee** (also known as “Subscriber”) means an Eligible Employee of the Employer who meets the applicable eligibility requirements, has enrolled in the Plan under the provisions of a Group Agreement, and for whom Premiums have been received by the Plan.

**Family Deductible** means the Deductible amount, if any, that applies to a Subscriber and that Subscriber’s Dependents enrolled in Sharp Health Plan.

**Family Out-of-Pocket Maximum** means the Out-of-Pocket Maximum that applies to a Subscriber and that Subscriber’s Dependents enrolled in Sharp Health Plan.

**Grandfathered Plan** means a plan that has been in existence prior to, and without significant changes since March 23, 2010.

**Grievance** means a written or oral expression of dissatisfaction regarding the Plan and/or Provider, including quality of care concerns.

**Group Agreement** means the written agreement between the Plan and an Employer that provides coverage for Covered Benefits to be provided to Members whose eligibility is related to that Employer.

**Health Plan Benefits and Coverage Matrix** is a list of the most commonly used Covered Benefits and applicable Copayments for the specific benefit plan purchased by the Employer. Members receive a copy of the Health Plan Benefits and Coverage Matrix along with the Member Handbook. The Health Plan Benefits and Coverage Matrix may also be called the Summary of Benefits.

**Independent Medical Review (IMR)** means review by a DMHC-designated medical specialist. IMR is used if care that is requested is denied, delayed or modified by the Plan or a Plan Provider, specifically, for denial of experimental or investigational treatment for life-threatening or seriously debilitating conditions or denial of a health care service as not Medically Necessary. The IMR process is in addition to any other procedures made available by the Plan.

**Individual Deductible** means the Deductible amount, if any, that applies to an individual Subscriber or Dependent enrolled in Sharp Health Plan

**Individual Out-of-Pocket Maximum** means the Out-of-Pocket Maximum that applies to an individual Subscriber or Dependent enrolled in Sharp Health Plan.

**Medically Necessary** means a treatment or service necessary to protect life; to prevent illness or disability; to diagnose, treat or control illness, disease or injury; or to alleviate severe pain. The treatment or service should be:

1. Based on generally accepted clinical evidence;
2. Consistent with recognized standards of practice;
3. Demonstrated to be safe and effective for the Member’s medical condition; and
4. Provided at the appropriate level of care and setting based on the Member’s medical condition.

**Member** means an Enrolled Employee, or the Dependent of an Enrolled Employee, who has enrolled in the Plan under the provisions of the Group Agreement and for whom the applicable Premiums have been paid.

**Out-of-Area** means services received while a Member is outside the Service Area. Out-of-Area coverage includes Urgent or Emergent services for the sudden onset of symptoms of sufficient severity to require immediate medical attention to prevent serious deterioration of a Member’s health resulting from unforeseen illness or injury or complication of an existing condition, including pregnancy, for which treatment cannot be delayed until the Member returns to the Service Area. Out-of-Area medical services will be covered to meet your immediate medical needs. Applicable follow-up for the Urgent or Emergent service must be authorized by Sharp Health Plan and will be covered until it is prudent to transfer your care into the Plan’s Service Area.

**Out-of-Pocket Maximum** means the maximum total amount for Copayments and Deductibles you pay each year for Covered Benefits, excluding supplemental benefits.

**Plan** means Sharp Health Plan.

**Plan Hospital** means an institution licensed by the State of California as an acute care hospital that provides certain Covered Benefits to Members through an agreement with the Plan and that is included in the Member's Plan Network.

**Plan Medical Group or PMG** means a group of physicians, organized as or contracted through a legal entity, that has met the Plan's criteria for participation and has entered into an agreement with the Plan to provide and make available Professional Services and to provide or coordinate the provision of other Covered Benefits to Members on an independent contractor basis and that is included in the Member's Plan Network.

**Plan Network** means that network of providers selected by the Employer or the Member, as indicated on the Member Identification Card.

**Plan Pharmacy** means any pharmacy licensed by the State of California to provide outpatient prescription drug services to Members through an agreement with the Plan. Plan Pharmacies are listed in the Provider Directory.

**Plan Physician** means any doctor of medicine, osteopathy or podiatry licensed by the State of California who has agreed to provide Professional Services to Members, either through an agreement with the Plan or as a member of a PMG, and who is included in the Member's Plan Network.

**Plan Providers** means the physicians, hospitals, skilled nursing facilities, home health agencies, pharmacies, medical transportation companies, laboratories, X-ray facilities, Durable Medical Equipment suppliers and other licensed health care entities or professionals who are part of the Member's Plan Network which or who provide Covered Benefits to Members through an agreement with the Plan. Plan Providers also includes qualified autism service providers, professionals or paraprofessionals who are part of the Member's Plan Network with or who provide Covered Benefits to Members through an agreement with the Plan.

**Premium** means the monthly amounts due and payable in advance to the Plan from the Employer and/or Member for providing Covered Benefits to Member(s).

**Primary Care Physician or PCP** means a Plan Physician, possibly affiliated with a PMG, who is chosen by or for a Member from the Member's Plan Network; and who is primarily responsible for supervising, coordinating and providing initial care to the Member; for maintaining the continuity of Member's care; and providing or initiating referrals for Covered Benefits for the Member. Primary Care Physicians include general and family practitioners, internists, pediatricians and qualified OB-GYNs who have the ability to deliver and accept the responsibility for delivering primary care services.

**Primary Residence** means the home or address at which the Member actually lives most of the time. A residence will no longer be considered a Primary Residence if (a) Member moves without intent to return, (b) Member is absent from the residence for more than 90 days in any 12-month period (except for student Dependents).

**Professional Services** means those professional diagnostic and treatment services which are listed in the Member Handbook and supplemental benefits brochures, if applicable, and provided by Plan Physicians and other health professionals.

**Provider Directory** means a listing of Plan-approved physicians, hospitals and other Plan Providers in the Member's Plan Network, which is updated periodically.

**Self-Only Deductible** means the Deductible amount, if any, that applies to an individual Subscriber enrolled in self-only coverage (Subscriber only without any Dependents) with Sharp Health Plan.

**Self-Only Out-of-Pocket Maximum** means the Out-of-Pocket Maximum that applies to an individual Subscriber enrolled in self-only coverage (Subscriber only without any Dependents) with Sharp Health Plan.

**Serious Emotional Disturbance (SED)** means one or more mental disorders as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, to include Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and other pervasive developmental disorders not otherwise specified (including Atypical Autism), in accordance with diagnostic and statistical manual for Mental Disorders IV — Text revisions (June 2000), other than a primary substance use disorder or developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms. One or more of the following must also be true:

1. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships or ability to function in the community; and either of the following occur:
  - a. The child is at risk of removal from the home or has already been removed from the home; or
  - b. The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year if not treated; or
2. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; or
3. The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

**Service Area** means the geographic area of San Diego County, California, and southern Riverside County, California, as defined by specific ZIP codes.

**Severe Mental Illness** means one or more of the following nine disorders in persons of any age: schizophrenia, schizoaffective disorder, bipolar disorder (manic depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, bulimia nervosa.

**Skilled Nursing Facility (SNF)** is a comprehensive free-standing rehabilitation facility or a specially designed unit within a hospital licensed by the state of California to provide skilled nursing care.

**Spouse** means an Enrolled Employee's legally married husband, wife, or partner. If coverage for Domestic Partners is specified by the Employer in the Group Agreement, it also means an Enrolled Employee's Domestic Partner.

**Subscriber** (also known as "Enrolled Employee") is the individual enrolled in the Plan for whom the appropriate Premiums have been received by Sharp Health Plan, and whose employment or other status, except for family dependency, is the basis for enrollment eligibility.

**Totally Disabled** means a Member who is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness or condition, and who is chiefly dependent upon the Subscriber for support and maintenance. The determination as to whether a Member is Totally Disabled will be made based upon an objective review consistent with professionally recognized medical standards.



**Urgent Care Services** means services intended to provide urgently needed care in a timely manner when your PCP has determined that you require these services, or you are Out-of-Area and require Urgent Care Services. Urgent Care Services means those services performed, inside or outside the Plan's Service Area, which are medically required within a short time frame, usually within 24 hours, in order to prevent a serious deterioration of a Member's health due to an illness or injury or complication of an existing condition, including pregnancy, for which treatment cannot be delayed. Urgently needed services include maternity services necessary to prevent serious deterioration of the health of the Member or the Member's fetus, based on the Member's reasonable belief that she has a pregnancy-related condition for which treatment cannot be delayed until the Member returns to the Service Area.

**Utilization Management** means the evaluation of the appropriateness, medical need and efficiency of health care services and facilities according to established criteria or guidelines and under the provisions of the applicable health benefits plan.



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