SHARP Health Plan

Health Maintenance Organization (HMO)

2026 Member Handbook

Combined Evidence of Coverage and Disclosure Form
for Individual and Family Plans

SHARP Health Plan

Amendment #1 to your Sharp Health Plan Member Handbook

Effective January 1, 2026, your Combined Evidence of Coverage and Disclosure Form is amended as follows:

All references to **"Magellan"** are removed and replaced with **"Optum Behavioral Health"**.

1. In the section **"Important Health Plan Information"** and **"Provider Directories"** the following information:

   For Mental Health and Substance Use Disorder services, you have direct access to providers in the Magellan provider network. The Provider Directory can be accessed online at sharphealthplan.com/findadoctor. You can also contact Magellan at 1-844-483-9013 to request a printed directory or if you need assistance with finding a provider.

   Is replaced with:

   For Mental Health and Substance Use Disorder services, you have direct access to providers in the OptumHealth Behavioral Solutions of California ("Optum Behavioral Health") provider network. The Provider Directory can be accessed online at sharphealthplan.com/findadoctor. You can also contact Optum Behavioral Health at 1-844-483-9013 to request a printed directory or if you need assistance with finding a provider.

2. In the section **"How Does the Plan Work?"** and **"Choice of Plan Physicians and Plan Providers"** the following information:

   For Mental Health and Substance Use Disorder services, you have direct access to providers in the Human Affairs International of California ("Magellan") provider network, as described under **Mental Health Services** and **Substance Use Disorder Treatment**. For pediatric dental services, you have direct access to your assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**. For pediatric vision services, you have direct access to providers in the Vision Service Plan network, as described under Vision Services. No PCP referral is required for these services.

   Is replaced with:

   For Mental Health and Substance Use Disorder services, you have direct access to providers in the Optum Behavioral Health provider network, as described under **Mental Health Services** and **Substance Use Disorder Treatment**. For pediatric dental services, you have direct access to your assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**. For pediatric vision services, you have direct access to providers in the Vision Service Plan network, as described under Vision Services. No PCP referral is required for these services.

3. In the section **"How Does the Plan Work?"** and **"Call Your PCP When You Need Care"** the following information:
   All Members have direct access to providers in the Magellan provider network for Mental Health and Substance Use Disorder services, as described under **Mental Health Services** and **Substance Use Disorder Treatment.**

   Is replaced with:

All Members have direct access to providers in the Optum Behavioral Health provider network for Mental Health and Substance Use Disorder services, as described under **Mental Health Services** and **Substance Use Disorder Treatment.**

4. In the section **"How Do You Obtain Medical Care?"** and **"Access Health Care Services Through Your Primary Care Physician"** the following information:

   For Mental Health and Substance Use Disorder services, you have direct access to providers in the Magellan provider network, as described under **Mental Health Services** and **Substance Use Disorder Treatment.** Authorization from Magellan may be required for certain services. For pediatric dental services, you have direct access to your assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**. For pediatric vision services, you have direct access to providers in the Vision Service Plan network, as described under **Vision Servic**es.

   Is replaced with:

   For Mental Health and Substance Use Disorder services, you have direct access to providers in the Optum Behavioral Health provider network, as described under **Mental Health Services** and **Substance Use Disorder Treatment**. Authorization from Optum Behavioral Health may be required for certain services. For pediatric dental services, you have direct access to your assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**. For pediatric vision services, you have direct access to providers in the Vision Service Plan network, as described under **Vision Services**.

5. In the section **"How Do You Obtain Medical Care?"** and **"Use Sharp Health Plan Providers"** the following information:

   The following services are available from Plan Providers who are not part of your PMG. You do not need a referral from your PCP to access Covered Benefits with these providers:

   - Mental Health and Substance Use Disorder services – Magellan contracted providers

   Is replaced with:

   The following services are available from Plan Providers who are not part of your PMG. You do not need a referral from your PCP to access Covered Benefits with these providers:

   - Mental Health and Substance Use Disorder services – Optum Behavioral Health contracted providers

6. In the section **"How Do You Obtain Medical Care?"** and **"Timely Access to Mental Health and Substance Use Disorder Services"** the following information:

   If covered Mental Health or Substance Use Disorder services are not available in accordance with required geographic and timely access standards, Magellan shall provide and arrange coverage for Medically Necessary Mental Health and Substance Use Disorder services from an out-of-network provider or providers. Magellan will schedule the appointment for the Member or arrange for the admission of the Member if inpatient or residential services are Medically Necessary and when accepted by the Member. The offered appointment or admission will be scheduled as follows:

   a. No more than ten (10) business days after the initial request for non-urgent services.

b. Within 15 business days of a request for specialist physician Mental Health or Substance Use Disorder services.
c. Within 48 hours of the initial request for Urgent Mental Health or Substance Use Disorder Services when Magellan does not require prior Authorization.
d. Within 96 hours of the initial request for Urgent Mental Health and Substance Use Disorder Services if Magellan requires prior Authorization.

If the Member is unable to attend the appointment offered by Magellan, Magellan will continue to arrange and schedule a new appointment with the same out-of-network provider or a different out-of-network provider to ensure the delivery of Medically Necessary Mental Health or Substance Use Disorder services.

Is replaced with:

If covered Mental Health or Substance Use Disorder services are not available in accordance with required geographic and timely access standards, Optum Behavioral Health shall provide and arrange coverage for Medically Necessary Mental Health and Substance Use Disorder services from an out-of-network provider or providers. Optum Behavioral Health will schedule the appointment for the Member or arrange for the admission of the Member if inpatient or residential services are Medically Necessary and when accepted by the Member. The offered appointment or admission will be scheduled as follows:

a. No more than ten (10) business days after the initial request for non-urgent services.
b. Within 15 business days of a request for specialist physician Mental Health or Substance Use Disorder services.
c. Within 48 hours of the initial request for Urgent Mental Health or Substance Use Disorder Services when Optum Behavioral Health does not require prior Authorization.
d. Within 96 hours of the initial request for Urgent Mental Health and Substance Use Disorder Services if Optum Behavioral Health requires prior Authorization.

If the Member is unable to attend the appointment offered by Optum Behavioral Health, Optum Behavioral Health will continue to arrange and schedule a new appointment with the same out-of-network provider or a different out-of-network provider to ensure the delivery of Medically Necessary Mental Health or Substance Use Disorder services.

7. In the section **"How Do You Obtain Medical Care?"** and **"Referrals to Non-Plan Providers"** the following information:

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 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 and meet geographic and timely access standards set by law. Sharp Health Plan or PMG will Authorize Medically Necessary out-of-network services when the services are not available in network. You will pay in-network Cost Sharing for out-of-network services Authorized by the Plan, PMG or Magellan. 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.

If Magellan fails to arrange coverage for a Member as set forth in **Timely Access to Mental Health and Substance Use Disorder Service**s, all the following shall apply:

a) The Member or the Member's representative may arrange for the Member to obtain Medically Necessary care from any appropriately licensed provider(s), regardless of whether the provider contracts with Magellan, so long as the Member's first appointment with the provider or admission to the provider occurs no more than 90 calendar days after the date the Member, the Member's representative, or the Member's provider initially submitted a request for covered Mental Health or Substance Use Disorder services to Magellan. If an appointment or admission to a provider is not available within 90 calendar days of initially submitting a request, the enrollee may arrange an appointment or admission for the earliest possible date outside the 90-day window so long as the appointment or admission was confirmed within 90 days.

b) If the Member receives covered Medically Necessary Mental Health or Substance Use services pursuant to paragraph (a) above from an out-of-network provider, Magellan shall reimburse all claims from the provider(s) for Medically Necessary Mental Health or Substance Use Disorder service(s) delivered to the Member by the provider(s), and shall ensure the Member pays no more than the same Cost Sharing that the Member would pay for the Mental Health or Substance Use Disorder services if the services had been delivered by an in-network provider.

Is replaced with:

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 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 and meet geographic and timely access standards set by law. Sharp Health Plan or PMG will Authorize Medically Necessary out-of-network services when the services are not available in network. You will pay in-network Cost Sharing for out-of-network services Authorized by the Plan, PMG or Optum Behavioral Health. 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.

If Optum Behavioral Health fails to arrange coverage for a Member as set forth in **Timely Access to Mental Health and Substance Use Disorder Services**, all the following shall apply:

a) The Member or the Member's representative may arrange for the Member to obtain Medically Necessary care from any appropriately licensed provider(s), regardless of whether the provider contracts with Optum Behavioral Health, so long as the Member's first appointment with the provider or admission to the provider occurs no more than 90 calendar days after the date the Member, the Member's representative, or the Member's provider initially submitted a request for covered Mental Health or Substance Use Disorder services to Optum Behavioral Health. If an appointment or admission to a provider is not available within 90 calendar days of initially submitting a request, the enrollee may arrange an appointment or admission for the earliest possible date outside the 90-day window so long as the appointment or admission was confirmed within 90 days.

b) If the Member receives covered Medically Necessary Mental Health or Substance Use services pursuant to paragraph (a) above from an out-of-network provider, Optum Behavioral Health shall reimburse all claims from the provider(s) for Medically Necessary Mental Health or Substance Use Disorder service(s) delivered to the Member by the provider(s), and shall ensure the Member pays no more than the same Cost Sharing that the Member would pay for the Mental Health or Substance Use Disorder services if the services had been delivered by an in-network provider.

8. In the section **"How Do You Obtain Medical Care?"** and **"Second Opinions"** the following information:

   Members and Plan Physicians request a second opinion through their PMG for a PCP, through the Plan for a specialist, or through Magellan for Mental Health or Substance Use Disorder treatment. Requests will be reviewed and facilitated through the PMG, Magellan, 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 or email Customer Care.

   Is replaced with:

   Members and Plan Physicians request a second opinion through their PMG for a PCP, through the Plan for a specialist, or through Optum Behavioral Health for Mental Health or Substance Use Disorder treatment. Requests will be reviewed and facilitated through the PMG, Optum Behavioral Health, 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 or email Customer Care.

9. In the section **"How Do You Obtain Medical Care?"** and **"Telehealth Services"** the following information:

   Magellan offers Telehealth services for Mental Health Disorders and Substance Use Disorders through third-party providers. This means the provider does not have a physical office location. You are not required to receive services from a third-party Telehealth provider and can continue seeing a specialist or other individual health professional, clinic or facility in person or request to see that provider, clinic, or facility in person, if preferred. All services provided through a specialist or other individual health professional, clinic or facility must be consistent with timely access standards set by law or regulation. If you decide to obtain services from a third-party Telehealth provider, you will be required to consent verbally or in writing to receive the service via Telehealth. The Telehealth provider will ask for your consent prior to receiving Telehealth services. You have the right to request your medical records from a third-party Telehealth provider. Your records will be shared with your PCP unless you object. You can object to your records being shared with your PCP by indicating your preference in the intake process, prior to your first appointment. All services rendered through a third-party Telehealth provider will be available at your in-network Cost Sharing and will apply to your Deductible and Out-of-Pocket Maximum, if applicable.

   Is replaced with:

Optum Behavioral Health offers Telehealth services for Mental Health Disorders and Substance Use Disorders through third-party providers. This means the provider does not have a physical office location. You are not required to receive services from a third-party Telehealth provider and can continue seeing a specialist or other individual health professional, clinic or facility in person or request to see that provider, clinic, or facility in person, if preferred. All services provided through a specialist or other individual health professional, clinic or facility must be consistent with timely access standards set by law or regulation. If you decide to obtain services from a third-party Telehealth provider, you will be required to consent verbally or in writing to receive the service via Telehealth. The Telehealth provider will ask for your consent prior to receiving Telehealth services. You have the right to request your medical records from a third-party Telehealth provider. Your records will be shared with your PCP unless you object. You can object to your records being shared with your PCP by indicating your preference in the intake process, prior to your first appointment. All services rendered through a third-party Telehealth provider will be available at your in-network Cost Sharing and will apply to your Deductible and Out-of-Pocket Maximum, if applicable.

10. In the section **"Who Can You Call With Questions?"** and **"Customer Care"** the following information:

    From questions about your benefits, to inquiries about your doctor or filling a Prescription, we are here to ensure that you have the best health care experience possible. For questions regarding your pharmacy benefits, you may contact us toll-free at 1-855-298-4252. For questions regarding your dental benefits, you may contact Delta Dental's Customer Service Center at 1-800-471-9925. Please refer to the **Pediatric Dental Addendum** of this Member Handbook for more information, including Delta Dental's Customer Service Center hours of operation. For questions about Mental Health and Substance Use Disorder services, you may contact Magellan's Customer Service Center at 1-844-483-9013. For all other questions, you can call Customer Care at 1-858-499-8300 or toll-free at 1-800-359-2002, or email customer.service@sharp.com. Our dedicated Customer Care team is available to support you from 8 a.m. to 6 p.m., Monday to Friday.

    Is replaced with:

    From questions about your benefits, to inquiries about your doctor or filling a Prescription, we are here to ensure that you have the best health care experience possible. For questions regarding your pharmacy benefits, you may contact us toll-free at 1-855-298-4252. For questions regarding your dental benefits, you may contact Delta Dental's Customer Service Center at 1-800-471-9925. Please refer to the **Pediatric Dental Addendum** of this Member Handbook for more information, including Delta Dental's Customer Service Center hours of operation. For questions about Mental Health and Substance Use Disorder services, you may contact Optum Behavioral Health's Customer Service Center at 1-844-483-9013. For all other questions, you can call Customer Care at 1-858-499-8300 or toll-free at 1-800-359-2002, or email customer.service@sharp.com. Our dedicated Customer Care team is available to support you from 8 a.m. to 6 p.m., Monday to Friday.

11. In the section **"What Is the Grievance or Appeal Process?"** the following information:

    For Appeals involving Mental Health or Substance Use Disorder treatment:
    Magellan Health
    P.O. Box 710430

San Diego, CA 92171
Toll-free: 1-866-512-6190
Fax: 1-888-656-5366

Is replaced with:

For Appeals or Grievances involving Mental Health or Substance Use Disorder treatment:
Appeals:
OptumHealth Behavioral Solutions of California
Attn: Appeals Department
P.O. Box 30512
Salt Lake City, UT 84130-0512
Toll-free: 1-800-985-2410
Fax: 1-855-312-1470

Grievances:
OptumHealth Behavioral Solutions of California
Behavioral Health Complaints/Grievances
P.O. Box 30768
Salt Lake City, UT 84130-0768
Toll-Free: 1-844-483-9013
Fax: 1-248-524-7603

12. In the section **"What Is the Grievance or Appeal Process?"** and **"Independent Medical Reviews (IMR)"** the following information:

    If care that is requested for you is denied, delayed or modified by Sharp Health Plan, Magellan 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 California 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.

    Is replaced with:

    If care that is requested for you is denied, delayed or modified by Sharp Health Plan, Optum Behavioral Health 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 California 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.

13. In the section **"What Is the Grievance or Appeal Process?"** and **"Denial of Experimental or Investigational Treatment for Life-Threatening or Seriously Debilitating Conditions"** the following information:

If a service is denied by Sharp Health Plan, Magellan or a Plan Medical Group because it is deemed to be an Experimental or Investigational Service, 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:

Is replaced with:

If a service is denied by Sharp Health Plan, Optum Behavioral Health or a Plan Medical Group because it is deemed to be an Experimental or Investigational Service, 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:

14. In the section **"What Is the Grievance or Appeal Process?"** and **"Denial of a Health Care Service as Not Medically Necessary"** the following information:

    You may request an Independent Medical Review 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, Magellan or a Plan Medical Group. A "disputed health care service" is any health care service eligible for coverage and payment under your Membership 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, Magellan 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.

    Is replaced with:

    You may request an Independent Medical Review 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, Optum Behavioral Health or a Plan Medical Group. A "disputed health care service" is any health care service eligible for coverage and payment under your Membership 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, Optum Behavioral Health 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.

15. In the section **"What Are Your Covered Benefits?"** and **"Covered Benefits"** the following information:

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. Described in this Member Handbook or otherwise required by law;
3. Provided by Plan Providers, unless services are for Emergency or Out-of-Area Urgent Care or services have been prior Authorized by the Plan to be received by non-Plan Providers;
4. Prescribed by a Plan Physician, except when coverage is required for treatment of an Emergency Medical Condition or services are prescribed as part of a treatment plan prior Authorized by the Plan with a non-Plan provider;
5. If required, Authorized in advance by your PCP, your PMG, Magellan or Sharp Health Plan; and
6. Part of a treatment plan for Covered Benefits or required to treat medical conditions that are direct and predictable complications or consequences of Covered Benefits.

Is replaced with:

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. Described in this Member Handbook or otherwise required by law;
3. Provided by Plan Providers, unless services are for Emergency or Out-of-Area Urgent Care or services have been prior Authorized by the Plan to be received by non-Plan Providers;

4. Prescribed by a Plan Physician, except when coverage is required for treatment of an Emergency Medical Condition or services are prescribed as part of a treatment plan prior Authorized by the Plan with a non-Plan provider;
5. If required, Authorized in advance by your PCP, your PMG, Optum Behavioral Health or Sharp Health Plan; and
6. Part of a treatment plan for Covered Benefits or required to treat medical conditions that are direct and predictable complications or consequences of Covered Benefits.

16. In the section **"What Are Your Covered Benefits?"** and **"Mental Health Services"** the following information:

    Members have direct access to health care providers of mental health services without obtaining a PCP referral. In most cases, services must be provided by Plan Providers. Please call Magellan toll-free at 1-844-483-9013 whenever you need mental health services. All calls are confidential. The following exceptions can be provided by Plan Providers or non-Plan Providers: 1) Medically Necessary treatment of a Mental Health or Substance Use Disorder, including but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, and 2) services received under a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.

    If services for the Medically Necessary treatment of a Mental Health Disorder are not available in network within the geographic and timely access standards set by law or regulation, Magellan will Authorize and arrange for Medically Necessary out-of-network services and any Medically Necessary follow-up services that, to the maximum extent possible, meet those geographic and timely access standards. The Member will pay in-network Cost Sharing for out-of-network services Authorized by the Plan and for any out-of-network Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider. You will not pay any Cost Sharing for services provided pursuant to a CARE Agreement or CARE Plan, excluding Prescription Drugs, regardless of whether the service was provided by a Plan Provider or non-Plan Provider.

    You have a right to receive timely and geographically accessible Mental Health/Substance Use Disorder (MH/SUD) services when you need them. If Magellan fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-network provider. If that happens, you do not have to pay anything other than your ordinary in-network cost-sharing.

    Is replaced with:

    Members have direct access to health care providers of mental health services without obtaining a PCP referral. In most cases, services must be provided by Plan Providers. Please call Optum Behavioral Health toll-free at 1-844-483-9013 whenever you need mental health services. All calls are confidential. The following exceptions can be provided by Plan Providers or non-Plan Providers:

1) Medically Necessary treatment of a Mental Health or Substance Use Disorder, including but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, and 2) services received under a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.

If services for the Medically Necessary treatment of a Mental Health Disorder are not available in network within the geographic and timely access standards set by law or regulation, Optum Behavioral Health will Authorize and arrange for Medically Necessary out-of-network services and any Medically Necessary follow-up services that, to the maximum extent possible, meet those geographic and timely access standards. The Member will pay in-network Cost Sharing for out-of-network services Authorized by the Plan and for any out-of-network Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider. You will not pay any Cost Sharing for services provided pursuant to a CARE Agreement or CARE Plan, excluding Prescription Drugs, regardless of whether the service was provided by a Plan Provider or non-Plan Provider.

You have a right to receive timely and geographically accessible Mental Health/Substance Use Disorder (MH/SUD) services when you need them. If Optum Behavioral Health fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-network provider. If that happens, you do not have to pay anything other than your ordinary in-network cost-sharing.

17. In the section **"What Are Your Covered Benefits?"** and **"Substance Use Disorder Treatment"** the following information:

    Members have direct access to health care providers of Substance Use Disorder treatment without obtaining a PCP referral. In most cases, services must be provided by Plan Providers. Please call Magellan toll-free at 1-844-483-9013 whenever you need Substance Use Disorder treatment. All calls are confidential.

    Is replaced with:

    Members have direct access to health care providers of Substance Use Disorder treatment without obtaining a PCP referral. In most cases, services must be provided by Plan Providers. Please call Optum Behavioral Health toll-free at 1-844-483-9013 whenever you need Substance Use Disorder treatment. All calls are confidential.

18. In the section **"What Are Your Covered Benefits?"** and **"Substance Use Disorder Treatment"** the following information:

    You have the right to receive timely and geographically accessible Mental Health/Substance Use Disorder (MH/SUD) services when you need them. If Magellan fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-

network provider. If that happens, you do not have to pay anything other than your ordinary in-network cost-sharing.

Is replaced with:

You have the right to receive timely and geographically accessible Mental Health/Substance Use Disorder (MH/SUD) services when you need them. If Optum Behavioral Health fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-network provider. If that happens, you do not have to pay anything other than your ordinary in-network cost-sharing.

19. In the section **"What Is Not Covered?"** and **"Exclusions and Limitations"** the following information:

Exclusions include any services or supplies that are:

1. Not Medically Necessary;
2. In excess of the limits described in this Member Handbook or described in the Summary of Benefits;
3. Specified as excluded in this Member Handbook;
4. Not provided by Plan Providers, unless:
    a. Services have been prior Authorized by the Plan to be received from non-Plan Providers; or
    b. Services are for Emergency or Out-of-Area Urgent Care; or
    c. Services are Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to out-of-network services as described under Mental Health Services or Substance Use Disorder Treatment, or Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider of Behavioral Health Crisis Services, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.
5. Not prescribed by a Plan Physician, unless coverage is required for treatment of an Emergency Medical Condition, Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider of Behavioral Health Crisis Services, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court, or unless services are prescribed as part of a treatment plan prior Authorized by the Plan with a non-Plan provider; a Prescription is not required to trigger coverage of over-the-counter FDA approved contraceptive drugs, devices, and products;
6. Not Authorized in advance by your PCP, your PMG, Magellan or Sharp Health Plan, if required to be Authorized (exceptions are listed in the Obtain Required Authorization section of this Member Handbook);
7. Part of a treatment plan for non-Covered Benefits; or
8. Received prior to the Member's effective date of coverage or after the Member's termination from coverage under this Membership Agreement.

Is replaced with:

Exclusions include any services or supplies that are:

1. Not Medically Necessary;
2. In excess of the limits described in this Member Handbook or described in the Summary of Benefits;
3. Specified as excluded in this Member Handbook;
4. Not provided by Plan Providers, unless:
    a. Services have been prior Authorized by the Plan to be received from non-Plan Providers; or
    b. Services are for Emergency or Out-of-Area Urgent Care; or
    c. Services are Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to out-of-network services as described under Mental Health Services or Substance Use Disorder Treatment, or Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider of Behavioral Health Crisis Services, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.
5. Not prescribed by a Plan Physician, unless coverage is required for treatment of an Emergency Medical Condition, Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider of Behavioral Health Crisis Services, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court, or unless services are prescribed as part of a treatment plan prior Authorized by the Plan with a non-Plan provider; a Prescription is not required to trigger coverage of over-the-counter FDA approved contraceptive drugs, devices, and products;
6. Not Authorized in advance by your PCP, your PMG, Optum Behavioral Health or Sharp Health Plan, if required to be Authorized (exceptions are listed in the Obtain Required Authorization section of this Member Handbook);
7. Part of a treatment plan for non-Covered Benefits; or
8. Received prior to the Member's effective date of coverage or after the Member's termination from coverage under this Membership Agreement

20. The following definition in the **Glossary**:

Appeal means a written or oral request, by or on behalf of a Member, to re-evaluate a specific determination regarding a requested service, including a delay, denial or modification of a requested service, made by Sharp Health Plan or any of its delegated entities (e.g., Plan Medical Group, Delta Dental, American Specialty Health Plans, CVS Caremark, Vision Service Plan, Magellan).

Is replaced with:

Appeal means a written or oral request, by or on behalf of a Member, to re-evaluate a specific determination regarding a requested service, including a delay, denial or modification of a requested service, made by Sharp Health Plan or any of its delegated entities (e.g., Plan Medical Group, Delta Dental, American Specialty Health Plans, CVS Caremark, Vision Service Plan, Optum Behavioral Health).

21. The following definition in the **Glossary**:

    Plan Network means a discrete set of network Providers, including all of the professional providers and facilities that are in the Sharp Health Plan Network (e.g., Delta Dental, American Specialty Health Plans, CVS Caremark, Vision Service Plan, and Magellan), that Sharp Health Plan has designated to deliver all covered services for a specific network Service Area, as defined in this Glossary.

    Is replaced with:

    Plan Network means a discrete set of network Providers, including all of the professional providers and facilities that are in the Sharp Health Plan Network (e.g., Delta Dental, American Specialty Health Plans, CVS Caremark, Vision Service Plan, and Optum Behavioral Health), that Sharp Health Plan has designated to deliver all covered services for a specific network Service Area, as defined in this Glossary.

SHARP Health Plan

This Individual and Family Plan Membership Agreement and Member Handbook (including the enclosed Summary of Benefits) is your **Membership Agreement and 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. Your signed Enrollment Application and your Summary of Benefits are incorporated into this Membership Agreement and Member Handbook by reference and together constitute the legally binding contract between Sharp Health Plan and the Subscriber. All documents should be consulted to determine the exact terms and conditions of your coverage with Sharp Health Plan.

This Membership Agreement and Member Handbook may be amended at any time. In the case of a conflict between the Membership Agreement and Member Handbook with other Plan documents, the provisions of this Membership Agreement and Member Handbook (including the enclosed Summary of Benefits) shall be binding upon the Plan notwithstanding any provisions in the Plan documents that may be less favorable to Members.

This Membership Agreement and Member Handbook become effective on the membership effective date in the Subscriber acceptance letter and will remain in effect for 12 months unless the agreement is terminated due to any reasons set forth in the section **When Will Your Coverage End?** If you comply with all of the terms of this Membership Agreement and Member Handbook, we will automatically renew your Membership Agreement and Member Handbook each year for the next 12-month period.

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 read carefully those sections that apply to them.

For easier reading and to better understand your coverage, we have capitalized words throughout this Member Handbook. Please refer to the **Glossary** section for detailed definitions.

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
Call: 1-858-499-8300 or toll-free at 1-800-359-2002
8 a.m. to 6 p.m., Monday to Friday

sharphealthplan.com

Official Partner of

COVERED CALIFORNIA

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Welcome to Sharp Health Plan

Thank you for selecting Sharp Health Plan! Your health and satisfaction with our service are very important to us. If you have any questions about your Member Handbook or your Sharp Health Plan benefits, please visit sharphealthplan.com or email customer.service@sharp.com. You can also call us at 1-858-499-8300 or toll-free at 1-800-359-2002. Our Customer Care team is available to assist you Monday through Friday, 8 a.m. to 6 p.m. Additionally, after hours and on weekends, you have access to speak with a specially trained registered nurse for medical advice by calling the same Customer Care phone number.

Sharp Health Plan is a locally based, nonprofit health plan that has been serving San Diegans for over 30 years. Sharp Health Plan continues to be recognized in California and nationally for our affordable, high-quality health care and service for San Diegans of all ages. Visit sharphealthplan.com/honors to learn more.

Important Health Plan Information

We will provide you with important health plan information, including this Member Handbook, the Summary of Benefits, Provider Directories and a Member Resource Guide, to help you better understand and use your benefit plan. It is very important that you read this information to understand your benefit plan and how to access care. We recommend keeping this information for reference. This information is also available online at sharphealthplan.com.

Member Handbook

This Member Handbook explains your health plan membership, how to use your benefit plan and access care, and who to call if you have questions. This Member Handbook also describes your Covered Benefits and any exclusions or limitations.

In this Member Handbook, “you” or “your” means any Member (Subscriber or the Dependent), who has enrolled in the Plan under the provisions of the Membership Agreement and for whom the applicable Premiums have been paid.

For easier reading, we have capitalized words throughout this Member Handbook. Please refer to the **Glossary** section for detailed definitions. To access this Member Handbook online, log in to your Sharp Health Plan online account at sharphealthplan.com/login.

Summary of Benefits

Your Summary of Benefits outlines the applicable Deductible(s), Coinsurances, Copayments and Out-of-Pocket Maximum that apply to the benefit plan you purchased. The Summary of Benefits, also referred to as the Health Plan Benefits and Coverage Matrix, is considered part of this Member Handbook.

Provider Directories

The Provider Directories list Plan Physicians, Plan Hospitals and other Plan Providers in your Plan Network. When selecting your Primary Care Physician (PCP) who will coordinate all your care, you must choose a provider who is in your Plan Network.

You will receive all non-emergency Covered Benefits from the Plan Providers in your Plan Network. For your convenience, your Plan Network is listed on your Sharp Health Plan Member identification card. Our Provider Directories listing the Plan Providers in your Plan Network, including providers in the Delta Dental (dental services), Vision Service Plan (vision services), American Specialty Health Plans (acupuncture and chiropractic services) and CVS Caremark (pharmacies), are available online at sharphealthplan.com/findadoctor. You may also request a printed directory by calling Customer Care at 1-800-359-2002.

For Mental Health and Substance Use Disorder services, you have direct access to providers in the Magellan provider network. The Provider Directory can be accessed online at sharphealthplan.com/findadoctor. You can also contact Magellan at 1-844-483-9013 to request a printed directory or if you need assistance with finding a provider.

Member Resource Guide

We distribute our Member Resource Guide annually to all Subscribers. The guide includes information about accessing care, our Member Advisory Committee (previously called Public Policy Committee), health education (prevention and wellness information) and how to get the most out of your health plan benefits.

How Does the Plan Work?

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 get the most out of your health plan 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 County. The Provider Directories list 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 select your Primary Care Physician (PCP) and through which you receive specialty physician care or access to hospitals and other facilities.
- 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 your doctor 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 most cases, newborns are assigned to the mother's PMG until the first day of the month following birth or discharge from the hospital, whichever is later. You may select a different PCP or PMG for your newborn following the birth month or discharge from the hospital, whichever is later, by calling Customer Care.
- Write your PCP selection on your enrollment form and give it to Sharp Health Plan.
- 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 choose 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 doctor will generally direct your care to the Plan Hospital or other Plan facility where your doctor has admitting privileges. Since doctors do not usually maintain privileges at all facilities, you may want to check with your doctor to see where they admit patients. If you would like assistance with this information, please call Customer Care.
- For Mental Health and Substance Use Disorder services, you have direct access to providers in the Human Affairs International of California ("Magellan") provider network, as described under **Mental Health Services** and **Substance Use Disorder Treatment**. For pediatric dental services, you have direct access to your assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**. For pediatric vision services, you have direct access to providers in the Vision Service Plan network, as described under Vision Services. No PCP referral is required for these services.
- 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 your doctor 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 for triage and screening services to assess your health concerns and symptoms. If your PCP is not available orif 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 during evenings and weekends for medical advice.
- If you have an Emergency Medical Condition, call "911" or go to the nearest hospital emergency room.
- All Members 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.
- All Members have direct access to providers in the Magellan provider network for Mental Health and Substance Use Disorder services, as described under **Mental Health Services** and **Substance Use Disorder Treatment**.
- All Members under the age of 19 have direct access to the assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**, for pediatric dental services, and to providers in the Vision Service Plan network, as described under **Vision Services**, for pediatric vision services.

Present Your Member ID Card and Pay Your Cost

Always present your Member ID card when you receive health care services. If you are a new Member, you will receive your ID card within 7-10 business days of paying your initial Premium. If you are an existing Member, you will receive a new ID card within 7-10 business days of any applicable changes in your benefits or your PCP. You can also print a temporary ID card by logging into your account online at sharphealthplan.com.

If you have a new ID card because you changed PCPs, PMGs, or benefit plans, be sure to show your Provider your new card.

When you receive care, you pay the Provider any applicable Deductible, Copayment or Coinsurance specified on the Summary of Benefits. For convenience, some Copayments and Coinsurance are also shown on your Member ID card.

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

How Do You Obtain Medical Care?

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 before receiving your ID card, please call Customer Care. You can also request an ID card or print a temporary ID card online at sharphealthplan.com by logging in to your Sharp Health Plan account.

Access Health Care Services Through Your Primary Care Physician

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 PCP determines, in consultation with the specialist and the Plan, that you need continuing care from a specialist. Your PCP can tell you how to obtain a standing referral if you need one.

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. You will not be required to obtain prior Authorization for sexual and reproductive health services in your Plan Network.

For Mental Health and Substance Use Disorder services, you have direct access to providers in the Magellan provider network, as described under **Mental Health Services** and **Substance Use Disorder Treatment**. Authorization from Magellan may be required for certain services. For pediatric dental services, you have direct access to your assigned Delta Dental Contract Dentist, as described in the **Pediatric Dental Addendum**. For pediatric vision services, you have direct access to providers in the Vision Service Plan network, as described under **Vision Services.**

Use Sharp Health Plan Providers

You receive Covered Benefits (except those listed below) 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.

Availability of Plan Providers will be assessed based on your specific medical needs, provider expertise, geographic access, and appointment availability. You are responsible to pay for any care not provided by Plan Providers affiliated with your PMG, unless your PMG has Authorized the service in advance or it is an Emergency Service.

The following services are available from Plan Providers who are not part of your PMG. You do not need a referral from your PCP to access Covered Benefits with these providers:

- Mental Health and Substance Use Disorder services – Magellan contracted providers
- Pediatric dental services – Delta Dental contracted providers
- Pediatric vision services – Vision Service Plan contracted providers
- Acupuncture and chiropractic services – American Specialty Health Plans contracted providers
- Outpatient Prescription Drugs – CVS Caremark contracted pharmacies

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 need are not available at a Plan Hospital affiliated with your PMG, 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/findadoctor, or call Customer Care. You are responsible to pay for any care that is not provided by Plan Hospitals affiliated with your PMG, unless your PMG has Authorized the service in advance or it is an Emergency Service.

Schedule Appointments

When it is time to make an appointment, 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.

Timely Access to Care

Making sure you have timely access to care is extremely important to us. Check out the charts below to plan ahead for services.

Appointment Wait Times

Urgent Appointments	Maximum Wait Time After Request
No prior Authorization required	48 hours
Prior Authorization required	96 hours

Non-Urgent Appointments	Maximum Wait Time After Request
PCP (Excludes preventive care appointments)	10 business days
Non-physician mental health care or Substance Use Disorder provider (e.g., psychologist or therapist) (Includes follow-up appointments)	10 business days
Specialist (Excludes follow-up appointments)	15 business days

Non-Urgent Appointments	Maximum Wait Time After Request
Ancillary services (e.g., X-rays, lab tests, etc. for the diagnosis and treatment of injury, illness, or other health conditions)	15 business days

Rescheduling Appointments

If your appointment requires rescheduling, it shall be promptly rescheduled in a manner that is appropriate to your health care needs and continuity of care, consistent with good professional practice.

Extended Appointment Scheduling Times

Your wait time for an appointment may be extended if your health care provider has determined and noted in your record that the longer wait time will not be detrimental to your health.

Your appointments for preventive and periodic follow up care services (e.g., standing referrals to specialists for chronic conditions, periodic visits to monitor and treat pregnancy, cardiac, or mental health conditions, and laboratory and radiological monitoring for recurrence of disease) may be scheduled in advance, consistent with professionally recognized standards of practice, and exceed the listed wait times.

Advance Scheduling

Your appointments for preventive and periodic follow up care services (e.g., standing referrals to specialists for chronic conditions, periodic visits to monitor and treat pregnancy, cardiac, or mental health or substance use disorder conditions, and laboratory and radiological monitoring for recurrence of disease) may be scheduled in advance, consistent with professionally recognized standards of practice, and exceed the listed wait times.

Timely Access to Mental Health and Substance Use Disorder Services

If covered Mental Health or Substance Use Disorder services are not available in accordance with required geographic and timely access standards, Magellan shall provide and arrange coverage for Medically Necessary Mental Health and Substance Use Disorder services from an out-of-network provider or providers. Magellan will schedule the appointment for the Member or arrange for the admission of the Member if inpatient or residential services are Medically Necessary and when accepted by the Member. The offered appointment or admission will be scheduled as follows:

a. No more than ten (10) business days after the initial request for non-urgent services.

b. Within 15 business days of a request for specialist physician Mental Health or Substance Use Disorder services.

c. Within 48 hours of the initial request for Urgent Mental Health or Substance Use Disorder Services when Magellan does not require prior Authorization.

d. Within 96 hours of the initial request for Urgent Mental Health and Substance Use Disorder Services if Magellan requires prior Authorization.

If the Member is unable to attend the appointment offered by Magellan, Magellan will continue to arrange and schedule a new appointment with the same out-of-network provider or a different out-of-network provider to ensure the delivery of Medically Necessary Mental Health or Substance Use Disorder services.

The timeframes noted above may be extended if either of the following is true:

a. The referring or treating licensed health care provider, or the health professional providing triage or screening services, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the health of the Member.

b. The requested services are preventive care services or periodic follow-up care, including periodic office visits to monitor and treat Mental Health or Substance Use Disorder conditions and laboratory and radiological monitoring for recurrence of disease. Such services may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice.

Telephone Wait Times

Service	Maximum Wait Time
Sharp Health Plan Customer Care (Monday to Friday, 8 a.m. to 6 p.m.)	10 minutes
Triage or screening services (24 hours/day and 7 days/week)	30 minutes

After-Hours Triage Services

Your PCP, mental health providers and Substance Use Disorder providers are required to have an answering service or a telephone answering machine during nonbusiness hours. These services must provide direction telling you how to obtain urgent or emergency care and, if applicable, how you can contact an on-call provider for screening or urgent or emergency care as appropriate.

In addition, after hours and on weekends, registered nurses are available through Sharp Nurse Connection™. They can talk with you about an illness or injury, help you decide where to seek care and provide advice on any of your health concerns. Call 1-800-359-2002 and select the appropriate prompt, 5 p.m. to 8 a.m., Monday to Friday and 24 hours on weekends and holidays.

Interpreter Services at Scheduled Appointments

Sharp Heath Plan provides free interpreter services at scheduled appointments. Interpreter services may be in-person, via video chat, or by telephone, based on the capabilities of your provider and the interpreter. For language interpreter services, please call Customer Care: 1-800-359-2002. The hearing and speech impaired may dial “711” or use California’s Relay Service’s toll-free numbers to contact us:

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

Members must make requests for interpreting services at scheduled appointments at least five (5) business days prior to the appointment date to allow sufficient time for scheduling an interpreter.

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 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 and meet geographic and timely access standards set by law. Sharp Health Plan or PMG will Authorize Medically Necessary out-of-network services when the services are not available in network. You will pay in-network Cost Sharing for out-of-network services Authorized by the Plan, PMG or Magellan. 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.

If Magellan fails to arrange coverage for a Member as set forth in **Timely Access to Mental Health and Substance Use Disorder Services**, all the following shall apply:

a. The Member or the Member's representative may arrange for the Member to obtain Medically Necessary care from any appropriately licensed provider(s), regardless of whether the provider contracts with Magellan, so long as the Member's first appointment with the provider or admission to the provider occurs no more than 90 calendar days after the date the Member, the Member's representative, or the Member's provider initially submitted a request for covered Mental Health or Substance Use Disorder services to Magellan. If an appointment or admission to a provider is not available within 90 calendar days of initially submitting a request, the enrollee may arrange an appointment or admission for the earliest possible date outside the 90-day window so long as the appointment or admission was confirmed within 90 days.
b. If the Member receives covered Medically Necessary Mental Health or Substance Use services pursuant to paragraph (a) above from an out-of-network provider, Magellan shall reimburse all claims from the provider(s) for Medically Necessary Mental Health or Substance Use Disorder service(s) delivered to the Member by the provider(s), and shall ensure the Member pays no more than the same Cost Sharing that the Member would pay for the Mental Health or Substance Use Disorder services if the services had been delivered by an in-network provider.

Changing Your PCP

It is a good idea to stay with a PCP so they can get to know your health needs and medical history. However, you have the option to change your PCP to a different doctor in your Plan Network for any reason. If you select a PCP in a different PMG, you will have access to a different group of specialists, hospitals, and other providers. Your new PCP may also need to submit Authorization requests for specialty care, Durable Medical Equipment or other Covered Benefits you need. The Authorizations from your previous PMG will no longer be valid, this does not apply to Outpatient Prescription Drug Authorizations received under the pharmacy benefit. Be sure to contact your new PCP promptly if you need Authorization for a specialist or other Covered Benefits. See the section below titled **Obtain Required Authorization** for more information.

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 or email.

Obtain Required Authorization

In most instances you are responsible for obtaining valid Authorization before you receive Covered Benefits.

You do not have to obtain Authorization for:

- PCP services
- Obstetric and gynecologic services, including abortion and abortion-related services, including preabortion and follow-up services
- Vasectomy services and procedures
- Biomarker testing for enrollees with advanced or metastatic stage 3 or 4 cancer
- Outpatient Mental Health or Substance Use Disorder office visits
- Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other providers of Behavioral Health Crisis Services, including Behavioral Health Crisis Stabilization Services
- Services other than Prescription Drugs provided under a Community Assistance, Recovery, and Empowerment (CARE) Plan or CARE Agreement approved by a court
- MinuteClinic services
- Emergency Services

There are other services listed throughout this document that do not require Authorization; those benefits have specific language stating Authorization is not required. For services not listed above, 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.

A decision will be made on the Authorization request in a timely fashion based on the nature of your medical condition, but no later than 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 in a timely fashion based on the nature of your medical condition, but 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, including any nonprofit professional association clinical review criteria, education program and training materials for Mental Health or Substance Use Disorders, will be provided upon request at no cost.

If you change to a new PMG as a result of a PCP change, you will need to ask your new PCP to submit Authorization requests for any specialty care, Durable Medical Equipment or other Covered Benefits you need. The Authorizations from your previous PMG will no longer be valid. Be sure to contact your new PCP promptly if you need Authorization for a specialist or other Covered Benefits.

If services requiring prior Authorization are obtained without the necessary Authorization, you may be responsible for the entire cost.

Second Opinions

When a medical or surgical procedure or course of treatment (including Mental Health or Substance Use Disorder treatment) is recommended, and either you or the Plan Physician requests, a second opinion may be obtained. You may request a second opinion for any reason, including the following:

- You question the reasonableness or necessity of recommended surgical procedures.
- 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.
- 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.
- 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.
- 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.
- 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 of the same specialty 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 of the same specialty outside the Plan's Network. A second opinion is for a consultation only, which may be conducted in person, virtually,

by telephone, or through telehealth services. If a Provider outside the Plan's Network provides a second opinion, that Provider should not perform, assist, or provide care including ordering tests such as laboratory studies or X-rays, as the Plan does not provide reimbursement for such care.

Members and Plan Physicians request a second opinion through their PMG for a PCP through the Plan for a specialist, or through Magellan for Mental Health or Substance Use Disorder treatment. Requests will be reviewed and facilitated through the PMG, Magellan, 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 or email Customer Care.

Telehealth Services

Telehealth is a way of delivering health care services via phone or video to facilitate diagnosis, consultation, treatment and other services. Telehealth services are intended to make it more convenient for you to receive health care services. You may receive Covered Benefits via Telehealth when available, determined by your Plan Provider to be medically appropriate, and provided by a Plan Provider. Medically Necessary health care services appropriately delivered via Telehealth are covered on the same basis and to the same extent as coverage for the same services received through in-person visits. This means you have the same Cost Share and Out-of-Pocket Maximum for in-person and Telehealth services. The same Authorization rules also apply. Coverage is not limited to services delivered by third-party Telehealth providers.

Magellan offers Telehealth services for Mental Health Disorders and Substance Use Disorders through third-party providers. This means the provider does not have a physical office location. You are not required to receive services from a third-party Telehealth provider and can continue seeing a specialist or other individual health professional, clinic or facility in person or request to see that provider, clinic, or facility in person, if preferred. All services provided through a specialist or other individual health professional, clinic or facility must be consistent with timely access standards set by law or regulation. If you decide to obtain services from a third-party Telehealth provider, you will be required to consent verbally or in writing to receive the service via Telehealth. The Telehealth provider will ask for your consent prior to receiving Telehealth services. You have the right to request your medical records from a third-party Telehealth provider. Your records will be shared with your PCP unless you object. You can object to your records being shared with your PCP by indicating your preference in the intake process, prior to your first appointment. All services rendered through a third-party Telehealth provider will be available at your in-network Cost Sharing and will apply to your Deductible and Out-of-Pocket Maximum, if applicable.

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 the absence of immediate medical attention could reasonably be expected to result in any of the following:

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

Emergency Services and Care means:

1. Medical screening, examination and evaluation by a physician and surgeon, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician and surgeon, to determine if an Emergency Medical Condition or Active Labor exists and, if it does, the care, treatment and surgery, if within the scope of that person's license, 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.

If you are a victim of rape or sexual assault, you do not have to pay a cost share for Emergency Services. This includes up to nine months of follow-up medical care, after the initial Emergency Services are received. You are not required to file a police report, press charges, participate in any legal proceedings, and the assailant does not need to be convicted of an offense to qualify for the waived Cost Share. If you have a High Deductible Health Plan, you will first have to satisfy your Deductible before the Cost Share is waived. Follow-up medical care includes medical or surgical services for the diagnosis, prevention, or treatment of medical conditions arising from an instance of rape or sexual assault.

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 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 reasonably believe you are having 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.
- 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.
- You are not financially responsible for payment of Emergency Services, in any amount the Plan is obligated to pay, beyond your Copayment and/or Deductible. You are responsible only for applicable Copayments or Deductibles, as listed on the Summary of Benefits.
- 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. Reimbursement request forms are available online at sharphealthplan.com/members/manage-your-plan/get-reimbursed.

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, injury, or complication of an existing condition, including pregnancy, for which treatment cannot be delayed. Urgent conditions are not emergencies but may need prompt medical attention. Urgent Care Services are not a substitute for seeing your PCP. They are intended to provide urgently needed care in a timely manner when you or 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

If you need Urgent Care Services and are in the Plan's Service Area, you must use an urgent care facility within your PMG. Some network urgent care centers offer virtual visits. If you have a question regarding where to go for urgent care, please call your PCP, PMG or Sharp Health Plan prior to going out of network. You also have access to a registered nurse evenings and weekends for medical advice by calling our toll-free Customer Care number at 1-800-359-2002. They can talk with you about an illness or injury, help you decide where to seek care and provide advice on any of your health concerns.

Out-of-Area Urgent Care Services are considered Emergency Services and do not require an Authorization from your PCP. If you are outside the Plan's Service Area and need Urgent Care Services, you should call your PCP, who may want to see you when you return in order to follow up with your care.

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 that are written in your preferred language. For free language assistance, please call us at 1-858-499-8300 or toll-free at 1-800-359-2002. We will be glad to help.

The hearing and speech impaired may dial "711" or use the California Relay Service's toll-free telephone numbers to contact us:

- 1-800-735-2922 Voice
- 1-800-735-2929 TTY
- 1-800-855-3000 Voz en español 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.

Case Management

While all of your medical care is coordinated by your PCP, Sharp Health Plan and your doctor have agreed that the Plan or PMG will be responsible for catastrophic case management. This is a service for very complex cases in which 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?

Customer Care

From questions about your benefits, to inquiries about your doctor or filling a Prescription, we are here to ensure that you have the best health care experience possible. For questions regarding your pharmacy benefits, you may contact us toll-free at 1-855-298-4252. For questions regarding your dental benefits, you may contact Delta Dental's Customer Service Center at 1-855-370-4215. Please refer to the **Pediatric Dental Addendum** of this Member Handbook for more information, including Delta Dental's Customer Service Center hours of operation. For questions about Mental Health and Substance Use Disorder services, you may contact Magellan's Customer Service Center at 1-844-483-9013. For all other questions, you can call Customer Care at 1-858-499-8300 or toll-free at 1-800-359-2002, or email customer.service@sharp.com. Our dedicated Customer Care team is available to support you from 8 a.m. to 6 p.m., Monday to Friday.

After-Hours Nurse Advice

After hours and on weekends, registered nurses are available through Sharp Nurse Connection™. They can talk with you about an illness or injury, help you decide where to seek care and provide advice on any of your health concerns. Call 1-800-359-2002 and select the appropriate prompt, 5 p.m. to 8 a.m., Monday to Friday and 24 hours on weekends and holidays.

Utilization Management

Our medical practitioners make Utilization Management decisions based only on appropriateness of care and service (after confirming benefit 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. Appropriate staff is available from 8 a.m. to 5 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 will identify themselves by name, title and organization name.

What Do You Pay?

Premiums

You pay Premiums to Sharp Health Plan by the due date listed on your monthly invoice for you and your Dependents. Premiums may change at renewal, if you change your benefit plan, or if you or your Dependent(s) reach certain ages. We will notify you in writing at least 30 days before your Premium changes. If you are receiving a Premium Tax Credit and/or a California Premium Subsidy, Covered California will notify you of any changes in the Premium Tax Credit or California Premium subsidy.

Copayments

A Copayment, sometimes referred to as a "Copay", is a specific dollar amount (for example, $20) you pay for a particular Covered Benefit. If your benefit plan includes a Deductible, you may be required to satisfy the Deductible prior to paying the Copayment amount. Please see your Summary of Benefits for details. If the contracted rate for a Covered Benefit is less than the Copayment, you pay only the contracted rate. The example below illustrates how a Copayment is applied.

Example: If Sharp Health Plan's contracted rate for a specialist office visit is $100 and your Copayment is $50

- If your benefit plan does not apply a Deductible to specialist office visits, or if you have paid your Deductible: You pay $50. Sharp Health Plan would cover the remaining $50.
- If your benefit plan applies a Deductible to specialist office visits and you have not met your Deductible: You pay the full amount of $100.

You are responsible to pay applicable Copayments for any Covered Benefit you receive. Copayments are due at the time of service. Sharp Health Plan is not responsible for the coordination and collection of Copayments. The provider, or pharmacy in the case of Outpatient Prescription Drugs, is responsible for the collection of Copayments. Copayment amounts may vary depending on the type of care you receive.

Copayment amounts are listed on your Summary of Benefits. For your convenience, Copayments for the most commonly used benefits are also shown on your Member ID card. Copayments will not change during the Benefit Year. The Copayments listed on the Summary of Benefits apply to each Member (including eligible newborn Dependents).

Coinsurance

Coinsurance is the percentage of costs you pay (for example, 20%) for a Covered Benefit. If your benefit plan includes a Deductible, you may be required to satisfy the Deductible prior to paying the Coinsurance amount. Please see your Summary of Benefits for details. The example below illustrates how Coinsurance is applied.

Example: If Sharp Health Plan's contracted rate for a specialist office visit is $100 and your Coinsurance is 20%:

- If your benefit plan does not apply a Deductible to specialist office visits, or if you have paid your Deductible: You pay $20 (20% of $100). Sharp Health Plan would cover the remaining $80.
- If your benefit plan applies a Deductible to specialist office visits and you have not

met your Deductible: You pay the full amount of $100.

You are responsible to pay applicable Coinsurance for any Covered Benefit you receive. Coinsurance payments are due at the time of service. Sharp Health Plan is not responsible for the coordination and collection of Coinsurance payments. The provider, or pharmacy in the case of Outpatient Prescription Drugs, is responsible for the collection of the Coinsurance amount.

Coinsurance amounts may vary depending on the type of care you receive. The Coinsurance percentages are listed on your Summary of Benefits. For your convenience, Coinsurance percentages for the most commonly used benefits are also shown on your Member ID card. Coinsurance percentages will not change during the Benefit Year. The Coinsurance amounts listed on the Summary of Benefits apply to each Member (including eligible newborn Dependents).

Deductibles

Some, but not all, benefit plans include one or more Deductibles. If you have a Deductible, it will be listed on your Summary of Benefits. You may have one Deductible for medical services and a separate Deductible for Prescription Drugs, or you may have a combined Deductible for medical services and Prescription Drugs.

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. Deductibles will not change during the Benefit Year. The Deductible may not apply to all Covered Benefits. Please see your Summary of Benefits for details. 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 annual Deductible, you pay the applicable Copayment or Coinsurance for Covered Benefits, and we pay the rest. If the contracted rate for the Covered Benefit exceeds the Deductible amount you are required to pay, the applicable Copayment or Coinsurance will also apply for that Covered Benefit. Example: If Sharp Health Plan's contracted rate for a hospital stay is $5,000, your Deductible is $1,000 and your hospital Copayment is $250:

- If you have not yet paid any amount toward your Deductible, you are responsible for the first $1,000 for the hospital stay.
- Because the contracted rate for the hospital stay is more than your Deductible, you are also responsible for the $250 Copayment.

The Deductible starts over each Calendar Year.

The following expenses will not count towards the Deductible:

- Premium payments,
- Charges for Covered Benefits that are not subject to the Deductible,
- Charges for services and Prescription Drugs not covered under the benefit plan (see the section titled **What Is Not Covered?** for a list of exclusions and limitations), and
- Charges for services that exceed specific treatment limitations explained in this Member Handbook or noted in the Summary of Benefits.

How Does the Annual Deductible Work?

If you pay the Individual Deductible amount, no further Deductible payments are required from you for the specific Covered Benefits subject to that Deductible for the remainder of the Calendar Year. Premium

payments and any applicable Copayments and Coinsurance are still required.

If you have Family Coverage, your benefit plan includes a Family Deductible. In that case, each Member, including a newborn Dependent, also has an Individual Deductible. Each individual in the family can satisfy the applicable Deductibles in one of two ways:

- If you meet your Individual Deductible, then Covered Benefits subject to that Deductible will be covered for you by Sharp Health Plan, subject to any applicable Coinsurance or Copayment, for the remainder of the Calendar Year. The remaining enrolled family members must continue to pay the applicable Individual Deductible amount until either (a) the sum of Deductibles paid by the family reaches the Family Deductible amount or (b) each enrolled family member meets their Individual Deductible amount, whichever occurs first.
- If any number of covered family members collectively meet the Family Deductible, then Covered Benefits subject to that Deductible will be covered for the entire family by Sharp Health Plan, subject to any applicable Coinsurance or Copayment, for the remainder of the Calendar Year.

The maximum amount that any one covered family member can contribute toward the Family Deductible is the amount applied toward the Individual Deductible. Any amount you pay for the specified Covered Benefits that would otherwise apply to your Individual Deductible, but which exceeds the Individual Deductible amount, will be refunded to you and will not apply toward your Family Deductible amount.

Annual Out-of-Pocket Maximum

The Out-of-Pocket Maximum is the total amount of Copayments, Deductibles, and Coinsurance you pay each Calendar Year for Covered Benefits. The annual Out-of-Pocket Maximum amount is listed on your Summary of Benefits and is renewed at the beginning of each Calendar Year.

The following expenses will not count towards satisfying the Out-of-Pocket Maximum:

- Premium payments,
- Charges for services and Prescription Drugs not covered under the benefit plan (see the section titled **What Is Not Covered?** for a list of exclusions and limitations), and
- Charges for services that exceed specific treatment limitations explained in this Member Handbook or noted in the Summary of Benefits.

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

All Copayments, Deductibles and Coinsurance amounts you pay for Covered Benefits count toward the Out-of-Pocket Maximum. If your total payments for Covered Benefits reach the Individual Out-of-Pocket Maximum amount, no further Copayments, Deductibles, or Coinsurance are required from you for Covered Benefits for the remainder of the Calendar Year. Premium payments are still required.

If you have Family Coverage, your benefit plan includes a Family Out-of-Pocket Maximum. Each Member, including newborn Dependents, also has an Individual Out-of-Pocket Maximum. Each individual in the family can satisfy the Out-of-Pocket Maximum in one of two ways:

- If you meet your Individual Out-of-Pocket Maximum, then Covered Benefits will be paid by Sharp Health Plan at 100% for you for the remainder of the Calendar Year. The remaining enrolled family members must continue to pay applicable Deductibles, Copayments and Coinsurance amounts until either (a) the sum of Cost Shares paid by the family reaches the Family Out-of-Pocket Maximum amount or (b) each enrolled family member meets their Individual Out-of-Pocket Maximum amount, whichever occurs first.
- If any number of covered family members collectively meet the Family Out-of-Pocket Maximum, then Covered Benefits will be paid by Sharp Health Plan at 100% for the entire family for the remainder of the Calendar Year.

The maximum amount that any one covered family member can contribute toward the Family Out-of-Pocket Maximum is the amount applied toward the Individual 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.

Annual Deductible and Out-of-Pocket Maximum Balances

We will provide you with your annual Deductible and annual Out-of-Pocket Maximum balances each month you use benefits by mailing you an Explanation of Benefits (EOB) until the accrual balance equals the full Deductible and the full Out-of-Pocket Maximum. You can opt out of mailed notices by logging in to your Sharp Health Plan online account and visiting the Claims page. If you're on the mobile app, tap the Medical button. Copies of your EOB and your Deductible and Out-of-Pocket Maximum balances are available online at sharphealthplan.com/login. Additionally, you may request your balances from us by contacting Customer Care. The annual Deductible and annual Out-of-Pocket Maximum balances sent will be the most up-to-date information available. Sharp Health Plan defines "most up-to-date information available" to be all received and processed claims from the month in question. In instances where a provider submits a claim for services rendered during a prior month, that claim will be included on the EOB for the month in which it was processed by Sharp Health Plan.

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. An HSA-qualified HDHP is one that meets IRS guidelines to allow you to contribute to an HSA. An HSA is a type of savings account that lets you set aside money on a pre-tax basis to pay for qualified medical expenses. You are not required to have an HSA if you are enrolled in an HSA-qualified HDHP. If you are unsure whether you are enrolled in an HDHP, please call Customer Care.

Self-Only Coverage Plan

If you are enrolled in an HSA-qualified HDHP for Self-Only Coverage, you must meet the Deductible for Self-Only Coverage and the Out-of-Pocket Maximum for Self-Only Coverage. These amounts are listed on your Summary of Benefits. Once you meet

the Deductible for Self-Only Coverage, Covered Benefits subject to that Deductible are covered for you by Plan, subject to any applicable Coinsurance or Copayment, for the remainder of the Calendar Year. Once you meet the Out-of-Pocket Maximum for Self-Only Coverage, Sharp Health Plan covers Covered Benefits at 100% for you for the remainder of the Calendar Year.

Family Coverage Plan

If you have Family Coverage, your benefit plan includes a Family Deductible and Family Out-of-Pocket Maximum. Each Member also has an Individual Deductible and Individual Out-of-Pocket Maximum. Each individual in the family can satisfy the Deductible in one of two ways:

- If you meet your Individual Deductible, then Covered Benefits, including covered Prescription Drugs, subject to that Deductible will be covered for you by Sharp Health Plan, subject to any applicable Coinsurance or Copayment, for the remainder of the Calendar Year.
- If any number of covered family members collectively meet the Family Deductible, then Covered Benefits, including covered Prescription Drugs, subject to that Deductible will be covered for the entire family by Sharp Health Plan, subject to any applicable Coinsurance or Copayment, for the remainder of the Calendar Year.

The maximum amount that any one covered family member can contribute toward the Family Deductible is the amount applied toward the Individual Deductible.

Each individual in the family can satisfy the Out-of-Pocket Maximum in one of two ways:

- If you meet your Individual Out-of-Pocket Maximum, then Covered Benefits, including covered Prescription Drugs, will be paid by Plan at 100% for you for the remainder of the Calendar Year.
- If any number of covered family members collectively meet the Family Out-of-Pocket Maximum, then Covered Benefits, including covered Prescription Drugs, will be paid by Sharp Health Plan at 100% for the entire family for the remainder of the Calendar Year.

The maximum amount that any one covered family member can contribute toward the Family Out-of-Pocket Maximum is the amount applied toward the Individual Out-of-Pocket Maximum.

Deductible Credits

If you have already met part of the Calendar Year's 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.

To request a Deductible credit, complete the Deductible Credit Request Form, available at sharphealthplan.com under "Member Forms" in the Member section of the website, and send the form with the most current copy of the explanation of benefits (EOB) from your previous health plan to Sharp Health Plan.

If you have any questions, please contact Customer Care at 1-800-359-2002 or customer.service@sharp.com.

Coverage for American Indians and Alaskan Natives Enrolled in a Covered California Plan

If you are an eligible American Indian or Alaskan Native (AI/AN) enrolled in Sharp Health Plan through the Covered California Health Benefits Exchange, the following rules will apply:

- Eligible AI/AN Members whose income is at or above 300% of the Federal Poverty Level (FPL) have no Cost Sharing obligation under the plan contract for services that are essential health benefits if: (a) those services are provided by a Plan Provider, and (b) that Plan Provider is also a provider of the Indian Health Service, an Indian Tribe, Tribal Organization or Urban Indian Organization, or through referral under contract health services.
- Eligible AI/AN members whose income is under the 300% FPL have no Cost Sharing obligation under the plan contract for services that are essential health benefits, if those services are provided by a Plan Provider.

You must provide proof of American Indian or Alaskan Native status to Covered California to access this coverage.

What if You Get a Medical Bill?

You are only responsible for paying your monthly Premiums and any required Deductibles, Copayments or Coinsurance for the Covered Benefits 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 may require you to pay at the time you receive care. These include, but are not limited to, emergency departments outside Sharp Health Plan's Service Area, Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other providers of Behavioral Health Crisis Services (including Behavioral Health Crisis Stabilization Services), and services provided under a Community Assistance, Recovery, and Empowerment (CARE) Plan or CARE Agreement approved by a court.

If you pay for Covered Benefits, you can request reimbursement from Sharp Health Plan. Go to 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. In some cases, a non-Plan Provider may provide Covered Benefits at an in-network facility where we have Authorized you to receive care. You are not responsible for any amounts beyond your Cost Share for the Covered Benefits you receive at in-network facilities where we have Authorized you to receive care.

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.
- 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.
- Have your privacy and confidentiality maintained.
  A STATEMENT DESCRIBING SHARP HEALTH PLAN'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

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 will give out your health information when ordered by a court, unless the order conflicts with California law. 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.

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.
- **You have the right to receive Sensitive Services or to submit a claim for Sensitive Services if you have the right to consent to care.**
- **You have the right, without the authorization of the Subscriber or another policyholder, to have communications containing medical information related to Sensitive Services communicated to you at an alternative mail or email address or telephone number. You can update your contact information in your Sharp Health Plan account or by contacting Customer Care at 1-855-995-5004.**
- **If you have not designated an alternative mailing address, email address, or telephone number, we will send or make all communications related to your receipt of Sensitive Services in your name at the address or telephone number on file. Such communications include written, verbal, or electronic communications, including:**
  - **Bills and attempts to collect payment.**
  - **A notice of adverse benefits determinations.**
  - **An explanation of benefits notice.**
  - **A health care service plan's request for additional information regarding a claim.**
  - **A notice of a contested claim.**
  - **The name and address of a provider, description of services provided, and other information related to a visit.**

  - **Any written, oral, or electronic communication from a health care service plan that contains protected health information.**

- **We will not disclose medical information related to your receipt of Sensitive Services to the policyholder, primary subscriber, or any plan enrollees, absent your express written authorization.**
- **You have the right to request confidential communication in a certain form and format if it is readily producible in the requested form and format, or at alternative locations. The confidential communication request shall be valid until you submit a revocation of the request or a new confidential communication request is submitted.**
- 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 a 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/privacypractices.
- You have the right to complain about any aspect of our health information practices, per Section F below.

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
Toll-free at 1-800-359-2002

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 Sharp Health Plan has not protected your privacy, you may file a health information privacy complaint by contacting Sharp Health Plan or the U.S. Department of Health & Human Services' Office for Civil Rights (OCR) within 180 days of when you knew that the privacy incident occurred. Sharp Health Plan or the OCR may extend the 180-day period if you can show good cause.

You may file a health information privacy complaint with Sharp Health Plan in any of the following ways:

- Complete the Member Grievance form on our website at: sharphealthplan.com
- Call toll free at 1-800-359-2002
- Mail a letter to Sharp Health Plan:
  Attn: Appeal/Grievance Department
  8520 Tech Way, Suite 200
  San Diego, CA 92123-1450
- Fax a letter or your completed Member Grievance form to: 1-619-740-8572

You may file a health information privacy complaint with the OCR in any of the following ways:

- Online through the OCR Complaint Portal, available from the U.S. Department of Health & Human Services (HHS) website at: hhs.gov/hipaa/filing-a-complaint
- Mail a letter to the HHS:
  Attn: Centralized Case Management Operations
  200 Independence Avenue, S.W.
  Room 509F HHH Bldg.
  Washington, D.C. 20201
- Email your complaint to OCRComplaints@hhs.gov

What Is the Grievance or Appeal Process?

If you are having problems with a Plan Provider or with Sharp Health Plan, give us a chance to help. We 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 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 Appeal or Grievance process, you or your Authorized Representative can call, write or fax to the correct organization listed below. You can also file a grievance online at sharphealthplan.com, and we will forward it to the correct organization for you.

If you enrolled through Covered California, please note that we do not make decisions about eligibility for enrollment, effective date, termination date or Premium subsidy amounts. For concerns regarding these issues, contact Covered California at 1-800-300-1506 or www.coveredca.com.

For Appeals involving Outpatient Prescription Drug benefits (e.g., requests to re-evaluate Plan's coverage decision for a Prescription Drug):

Attn: Prescription Claim Appeals MC 109 – CVS Caremark
P.O. Box 52084
Phoenix, AZ 85072-2084
Toll-free: 1-855-298-4252
Fax: 1-866-443-1172

For Appeals involving Mental Health or Substance Use Disorder treatment:

Magellan Health
P.O. Box 710430
San Diego, CA 92171
Toll-free: 1-866-512-6190
Fax: 1-888-656-5366

For Appeals or Grievances involving your dental benefits:

Delta Dental of California
Attn: Quality Management Department
P.O. Box 6050
Artesia, CA 90702
Toll-free: 1-855-370-4215

Please see the **Pediatric Dental Addendum** included in this Member Handbook for more information.

For all other Appeals or Grievances:

Sharp Health Plan
Attn: 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 Member Grievance & Appeal Form that you can get from any Plan Provider or directly from a Plan representative. You can also complete the form online through 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.

Except for an Appeal of a denial of coverage for a Nonformulary Drug, which follows the timeframes described below, 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. If the Grievance or Appeal involves Sharp Health Plan's cancellation, Rescission, or nonrenewal of your coverage, we will provide you with a decision within 72 hours.

If your Appeal involves a request for coverage of a Nonformulary Drug (referred to as a nonformulary Exception Request), we will provide you with a decision within 72 hours. A request may be expedited if urgent, in which case we will provide you with a decision within 24 hours. A nonformulary Exception Request is considered urgent when a Member is suffering from a health condition that may seriously jeopardize the Member's life, health, or ability to regain maximum function or when the Member is undergoing a current course of treatment using the Nonformulary Drug.

External Review for Nonformulary Prescription Drug Exception Requests, Prior Authorization Requests, and Step Therapy Exception Requests

If we deny a request for coverage of a Nonformulary Drug or a drug that requires prior Authorization or Step Therapy, you, your Authorized Representative or your provider may request that the original Exception Request and subsequent denial of such request be reviewed by an independent review organization (IRO). You, your Authorized Representative or your provider may submit a request for IRO review up to 180 calendar days following the nonformulary Exception Request denial by:

- Calling toll free at 1-855-298-4252
- Mailing a written request to:
  Attn: Prescription Claim Appeals MC 109 – CVS Caremark
  P.O. Box 52084
  Phoenix, AZ 85072-208
- Faxing a written request to:
  1-866-443-1172
- Completing the Member Grievance and Appeal form on our website at:
  sharphealthplan.com

You will be notified of the IRO's decision within 72 hours for standard requests or 24 hours for expedited requests.

The IRO review process described above is in addition to your rights to file a Grievance or Appeal with Sharp Health Plan and to file a Grievance or request an Independent Medical

Review (IMR) with the California Department of Managed Health Care.

If a request for prior Authorization or a Step Therapy exception is incomplete or relevant information necessary to make a coverage determination is not included, we will notify your provider within 72 hours of receipt, or within 24 hours of receipt if exigent circumstances exist, what additional or relevant information is needed to approve or deny the prior Authorization or Step Therapy Exception Request, or to appeal the denial.

If we fail to notify your provider of our coverage determination within 72 hours for non-urgent requests, or within 24 hours if exigent circumstances exist, upon receipt of a completed prior Authorization or a Step Therapy Exception Request, the prior Authorization or a Step Therapy Exception Request shall be deemed approved for the duration of the Prescription, including refills. If your provider does not receive a coverage determination or request for additional or clinically relevant material information within 72 hours for standard requests or 24 hours for expedited requests, the prior Authorization or a Step Therapy Exception Request, or Appeal of a denial, shall be deemed approved for the duration of the Prescription, including refills.

If your provider sends us necessary justification and supporting clinical documentation supporting your provider's determination that the drug required by Step Therapy is inconsistent with good professional practice for provision of Medically Necessary covered services, taking into consideration your needs and medical history, along with the provider's professional judgment, we will grant a request for a Step Therapy exception. We will review and make a determination within 72 hours (for routine requests) and 24 hours (for urgent requests) of receipt of the information reasonably necessary and requested by Sharp Health Plan to make the determination for Step Therapy Exception Requests. The process is the same as the Outpatient Prescription Drug prior Authorization request process noted in the **WHAT IS THE OUTPATIENT PRESCRIPTION DRUG PRIOR AUTHORIZATION PROCESS?** subsection under **Outpatient Prescription Drugs** in the **What Are Your Covered Benefits?** section.

Binding Arbitration – Voluntary

If you have exhausted the Plan's Appeal process and are still unsatisfied, you have a right to resolve your Grievance regarding coverage disputes through voluntary binding arbitration, which is the final step for resolving complaints. Only coverage disputes (that is, a denial based on the Plan's finding that the requested service, drug, or supply is not a Covered Benefit) 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, medical necessity, and quality of care issues are not subject to the arbitration process.

You may begin the arbitration process by submitting a written demand for arbitration to Sharp Health Plan, including the following information:

- Member name
- Contact name (if someone other than the member is requesting arbitration, for example a parent on behalf of a child)
- Member ID number
- Address

- Telephone number
- Name and contact information for your attorney, if any
- Description of the services you are requesting (including provider name, date of service, type of service received) and the dollar amount that is being requested
- The specific reasons why you disagree with Sharp Health Plan's decision not to cover the requested services

Send your written demand for arbitration to:

Sharp Health Plan
Attn: Appeal/Grievance Department
8520 Tech Way, Suite 200
San Diego, CA 92123-1450
Fax: 1-619-740-8572

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 identification of the arbitration entity, 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.

The fees and expenses of the neutral arbiter 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. Except as mandated by law, you will be responsible for your own attorneys' fees, your witness fees, and any other expenses you incur during the arbitration process regardless of the outcome of the arbitration.

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 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 (**1-888-466-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's internet website **www.dmhc.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 health care coverage, or your Dependent's coverage, has been, or will be, improperly cancelled, rescinded, or not renewed, you have the right to file a Grievance with the Department of Managed Health Care at the telephone numbers and Internet website 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 of Managed Health Care 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, Magellan 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 California 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 situations described below.

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

If a service is denied by Sharp Health Plan, Magellan or a Plan Medical Group because it is deemed to be an Experimental or Investigational Service, 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 Condition or Seriously Debilitating Condition.
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 the provider certifies in writing is likely to be more beneficial to you than any available standard therapies or, (b) you or your 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 Benefit, except for the Plan's determination that it is an Experimental or Investigational Treatment.

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 provider will be asked to submit the documentation that is described in paragraph (3) above.

An expedited review process will occur if your provider 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 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, Magellan or a Plan Medical Group. A "disputed health care service" is any health care service eligible for coverage and payment underyour Membership 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, Magellan 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 or email Customer Care.

What Are Your Covered Benefits?

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. Described in this Member Handbook or otherwise required by law;
3. Provided by Plan Providers, unless services are for Emergency or Out-of-Area Urgent Care or services have been prior Authorized by the Plan to be received by non-Plan Providers;
4. Prescribed by a Plan Physician, except when coverage is required for treatment of an Emergency Medical Condition or services are prescribed as part of a treatment plan prior Authorized by the Plan with a non-Plan provider;
5. If required, Authorized in advance by your PCP, your PMG, Magellan or Sharp Health Plan; and
6. Part of a treatment plan for Covered Benefits or required to treat medical conditions that are direct and predictable complications or consequences of Covered Benefits.

The Covered Benefits described in this Member Handbook do not include dental services for Members 19 years of age and older (except as specifically described under the **Dental Services/Oral Surgical Services** benefit category of this section), chiropractic services or assisted reproductive technologies.

Your Summary of Benefits details applicable Deductibles, Copayments and Coinsurance that you pay for Covered Benefits and includes your annual Out-of-Pocket Maximum amount.

Important exclusions and limitations are described in the section of this Member Handbook titled, **What Is Not Covered?**

Acupuncture Services

Acupuncture services (typically provided only for the treatment of nausea or as part of a comprehensive pain management program for the treatment of chronic pain) are a Covered Benefit.

Acute Inpatient Rehabilitation Facility Services

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

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.
- Nonemergency ambulance and psychiatric transport van services in the Service Area, if the Plan or a Plan Provider determines that your condition requires the use of services only a licensed ambulance (or psychiatric transport van) can provide and that the use of other means of transportation would endanger your health. These services are covered only when the vehicle transports you to or from Covered Benefits.

The covered medical transportation services described above include services received from an air or ground ambulance provider, whether contracted or not contracted with Sharp Health Plan. If you receive covered services from a non-contracting air or ground ambulance provider, your Cost Share will be the same as the Cost Share you would pay for covered services received from a contracting air or ground ambulance provider. The Cost Share you pay will count toward the Out-of-Pocket Maximum and Deductible (if applicable) set forth in the Summary of Benefits. You will not be responsible for any additional costs above the amount of your Cost Share.

Biomarker Testing

Medically Necessary biomarker testing, as determined by the Plan's clinical guidelines, is covered and may be subject to prior Authorization.

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.

Chemotherapy

Chemotherapy is covered. Outpatient chemotherapy is covered as part of a comprehensive treatment plan. If you are admitted for inpatient chemotherapy, the applicable inpatient services Cost Share applies. Chemotherapy medication covered through the Outpatient Prescription Drug benefit is subject to the applicable Cost Share.

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 your participation in an Approved Clinical Trial are covered. To be eligible for coverage, you must meet the following requirements:

1. You are 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 Disease or Condition" means a 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 your participation in such trial would be appropriate based upon you meeting the conditions of the clinical trial; or (b) you provide medical and scientific information establishing that your participation in the clinical trial would be appropriate based upon you 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 that meets at least one of the following:

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 Healthcare Research and Quality.
   d. The Centers for Medicare & Medicaid Services.
   e. A cooperative group or center of any of the above entities or of 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. The Department of Veterans Affairs.*
   h. The Department of Defense.*
   i. The Department of Energy.*

   *For those approved or funded by the Department of Veterans Affairs, the Department of Defense, or the Department of Energy, the study or investigation must have been reviewed and approved through a system of peer review that the U.S. Secretary of Health and Human Services determines meets all of the following requirements: (1) It is comparable to the National Institutes of Health system of peer review of studies and investigations, and (2) it assures unbiased review of the highest scientific standards by qualified people who have no interest in the outcome of the review.
2. The study or investigation is conducted under an investigational new drug application reviewed by the United States Food and Drug Administration.
3. The study or investigation is a drug trial that is exempt from having an investigational new drug application reviewed by the United States Food and Drug Administration.

Covered Benefits for an Approved Clinical Trial include the following:

- Drugs, items, devices, and other health care services typically provided and covered under this Member Handbook absent a clinical trial.
- Drugs, items, devices, and other health care services required solely for the

provision of the investigational drug, item, device or service.

- Drugs, items, devices, and other health care services required for the clinically appropriate monitoring of the investigational drug, item, device, or service.
- Drugs, items, devices, and other health care services provided for the prevention of complications arising from the provision of the investigational drug, item, device or service.
- Drugs, items, devices, and other health care services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device or service, including diagnosis and treatment of complications.

Prior Authorization by Sharp Health Plan is required for any clinical trial in order for the services described above to be covered by Sharp Health Plan. Cost Sharing for routine health care costs for items and services furnished in connection with an Approved Clinical Trial will be the same as Cost Sharing applied to the same services not delivered in a clinical trial.

If any Plan Providers participate in the clinical trial and will accept you as a participant in the clinical trial, you must participate in the clinical trial through a Plan Provider. Sharp Health Plan may limit coverage to an Approved Clinical Trial in California, unless the clinical trial is not offered or available through a Plan Provider in California. In the case of covered health care services associated with an Approved Clinical Trial that are provided by a doctor who does not participate in your Plan Network, Sharp Health Plan's payment will be limited to the negotiated rate otherwise paid to Plan Providers for the same services, less any applicable Cost Share.

Community Paramedicine, Triage to Alternate Destination and Mobile Integrated Health Programs

Services received from a community paramedicine program, triage to alternate destination program and mobile integrated health program are covered. If you receive services from a non-contracting community paramedicine program, triage to alternate designation program or mobile integrated health program, your Cost Share will be the same as the Cost Share you would pay for covered services received from a contracting community paramedicine program, triage to alternate destination program or mobile integrated health program. The Cost Share you pay will count toward the Out-of-Pocket Maximum and Deductible (if applicable) set forth in the Summary of Benefits. You will not be responsible for any additional costs above the amount of your Cost Share.

Dental Services/Oral Surgical Services

Your benefit plan includes pediatric dental benefits for Members under the age of 19. Sharp Health Plan's pediatric dental benefits are provided through the Plan's dental provider, Delta Dental. Enclosed with this Member Handbook is your DeltaCare® USA Plan schedule of benefits that sets forth the applicable benefits and Cost Sharing information for the pediatric dental benefits included with this plan. In addition to the pediatric dental benefits described in the DeltaCare® USA Plan schedule of benefits, dental services for all Members 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 Medically Necessary medical and oral surgery treatment provided within

48 hours of injury or as soon as the Member is medically stable if hospitalized.

- 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 basis as part of a comprehensive workup prior to transplantation surgery.
- Preventive fluoride treatment administered in a dental office 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

The following supplies, equipment and services for the treatment and/or control of diabetes are covered. Some items may require a Prescription from the Plan Provider.

- 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 you meet 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.
- Annual comprehensive foot evaluation to identify risk factors for ulcers and amputations.
- Routine foot care if Medically Necessary for diabetics with certain conditions such as neuropathy, pre-ulcerative calluses, foot deformity, poor circulation, previous ulceration or amputation, or impaired vision.

Insulin, glucagon and other Prescription Drugs approved by the Food and Drug Administration (FDA) for the treatment of diabetes are covered under the Outpatient Prescription Drug benefit.

Diabetic supplies used with diabetic Durable Medical Equipment (DME) are subject to the DME Cost Share (e.g., Omnipods).

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 the **Professional Services** benefit category of this section. For information about coverage for Ostomy and Urological Supplies please see the section titled **Ostomy and Urological Services.**

Single-use supplies used with Durable Medical Equipment (DME) are subject to the applicable DME Cost Share (e.g., Omnipods).

Durable Medical Equipment (DME)

Durable Medical Equipment (DME) is covered. Coverage is limited to the standard item of equipment that adequately meets your medical needs.

DME is limited to equipment and devices that are:

1. Intended for repeated use over a prolonged period;
2. Ordered by a licensed health care Provider acting within the scope of their license;
3. Intended for your exclusive use;
4. Not duplicative of the function of another piece of equipment or device already covered for you;
5. Generally not useful to a person in the absence of illness or injury;
6. Primarily serving a medical purpose;
7. Appropriate for use in the home; and
8. Lowest cost item necessary to meet your 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 their 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.

Inside our Service Area, we cover the following DME for use in your home (or another location used as your home):

- For diabetes blood testing, blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets and lancet devices).
- Infusion pumps (such as insulin pumps) and supplies to operate the pump (but not including insulin or any other drugs).
- Standard curved handle or quad cane and replacement supplies.
- Standard or forearm crutches and replacement supplies.
- Dry pressure pad for a mattress.
- Nebulizer and supplies.
- Peak flow meters.
- IV pole.
- Tracheostomy tube and supplies.
- Enteral pump and supplies.
- Bone stimulator.
- Cervical traction (over door).
- Phototherapy blankets for treatment of jaundice in newborns.

After you receive appropriate training at a dialysis facility designated by the Plan, equipment and medical supplies required for home hemodialysis and home peritoneal dialysis are covered inside the Service Area.

Supplies used with Durable Medical Equipment (DME) are subject to the DME Cost Share (e.g., Omnipods).

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 medical attention, could reasonably be expected to result in:

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

Emergency services and care include both physical and psychiatric emergency conditions, and Active Labor.

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 clinically appropriate 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 Plan Hospital or not. The Copayment is waived if the Member is admitted to the hospital from its emergency room.

If you are a victim of rape or sexual assault, you do not have to pay a cost share for Emergency Services. This includes up to nine months of follow-up medical care, after the initial Emergency Services are received. You are not required to file a police report, press charges or participate in any legal proceedings, and the assailant does not need to be convicted of an offense to qualify for the waived Cost Share. If you have a High Deductible Health Plan, you will first have to satisfy your Deductible before the Cost Share is waived. Follow-up medical care includes medical or surgical services for the diagnosis, prevention, or treatment of medical conditions arising from an instance of rape or sexual assault.

Experimental or Investigational Services

Experimental or Investigational Treatment may be considered Medically Necessary and covered by Sharp Health Plan when all of the following criteria are met:

1. The Member has been diagnosed with a Life-Threatening Condition or Seriously Debilitating Condition.
2. The Member's Plan Physician certifies that the Member has a Life-Threatening Condition or Seriously Debilitating Condition for which standard therapies have not been effective in improving the Member's condition, for which standard therapies would not be medically appropriate for the Member, or for which there is no more beneficial standard therapy covered by Sharp Health Plan than the therapy proposed.
3. One of the following is true:
   - The Member's Plan Physician has recommended a drug, device, procedure or other therapy that the doctor certifies, in writing, is likely to be more beneficial for the Member than any available standard therapies or,
   - The Member, or the Member's physician who is a licensed, board-certified or board-eligible physician qualified to treat the Member's condition, has requested an Experimental or Investigational Treatment that, based on documentation from the medical and scientific evidence, is likely to be more beneficial for the Member than any available standard therapy. The physician certification must include a statement of the evidence relied upon by the physician in certifying his or her recommendation.
4. The specific drug, device, procedure, or other therapy recommended is otherwise a Covered Benefit according to the terms of this Member Handbook.

Family Planning Services

The following family planning services are covered:

- All FDA-approved contraceptive drugs, supplies, devices, implants, injections and other products, including all FDA-approved contraceptive drugs, devices and products available over-the-counter.
- Voluntary sterilization services, including tubal ligation, vasectomy services and procedures, and other similar sterilization techniques.

- Interruption of pregnancy (abortion) services.
- FDA-approved emergency contraception dispensed by a Plan Pharmacy.
- FDA-approved emergency contraception dispensed by a non-Plan Provider, in the event of an Emergency Medical Condition.
- Counseling and education on contraception, in addition to those identified under the **Professional Services** benefit category of this section.
- Clinical services related to the use of contraception, including consultations, examinations, procedures, device insertion, ultrasound, anesthesia, patient education, referrals, and counseling.
- Follow-up services related to the drugs, devices, products and procedures covered in this section, including, but not limited to, management of side effects, counseling for continued adherence and device removal.

If you are in a High Deductible Health Plan, your deductible will apply to abortion and abortion-related services including preabortion and follow up, and vasectomy services and procedures. Please see the Summary of Benefits.

The Plan covers all FDA-approved contraceptive methods, sterilization procedures and patient education and counseling, as recommended by the Health Resources and Services Administration (HRSA) guidelines. These services are covered without any Cost Sharing on the Member's part. Where the FDA has approved one or more therapeutic equivalents of a contraceptive drug, device or product, Sharp Health Plan is only required to cover at least one therapeutic equivalent without Cost Sharing. If a covered therapeutic equivalent of a drug, device, or product is deemed medically inadvisable by your provider, Sharp Health Plan will defer to the determination and judgement of your provider and provide coverage for the alterative prescribed contraceptive drug, device, product or service without Cost Sharing. If there is no therapeutic equivalent generic substitute available, you will be provided coverage for the original, brand name contraceptive, without Cost Sharing. All abortion and abortion related services, including preabortion and follow-up will be covered without Cost Sharing. Cost Share will apply for contraceptive products and services if prescribed or furnished for reasons other than contraceptive purposes. Sharp Health Plan will not infringe on your choice of contraceptive drug, device, or product and will not impose any restrictions or delays on family planning services such as prior Authorization, or Utilization Management.

A Prescription from your doctor is not required for over-the-counter FDA-approved contraceptive drugs, devices and products received at a Plan Network Pharmacy. You will not be subject to Cost Sharing or prior Authorization for over-the-counter FDA-approved contraceptive drugs, devices, and products.

Gender-Affirming Care

Gender-affirming care and associated services are covered when Medically Necessary. Covered Benefits include Medically Necessary services for the treatment of gender dysphoria, including medical services, psychiatric services (including counseling), hormonal treatments, surgical treatments, hair removal/transplant procedures, and voice therapy/surgery, according to the most recent revisions and updates of the World Professional Association for Transgender Health (WPATH) Standards of Care (SOC).

Habilitative Services

Habilitative Services are health care services and devices that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a Child who is not walking or talking at the expected age. These services may include physical therapy and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of inpatient or outpatient settings, or both. Sharp Health Plan covers habilitative services under the same terms and conditions that are applied to rehabilitative services under the plan.

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 their 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 their 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, licensed practical nurse under the supervision of a registered nurse, psychiatrically trained nurse, and/or 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 services.
- Medical supplies, medicines, laboratory services and Durable Medical Equipment, when provided by a home health agency while the Member is under a home health plan of care.
- 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 all of the following are true.

1. The Member is confined to the home, except for infrequent or relatively short duration absences or when absences are

due to the need to receive medical treatment. (Home is wherever the Member makes his or her home but does not include acute care, rehabilitation or Skilled Nursing Facilities.)

2. The Member needs Medically Necessary skilled nursing visits or needs physical, speech or occupational therapy.
3. The home health care visits are provided under a plan of care established and periodically reviewed and ordered by a Plan Provider. For Mental Health and Substance Use Disorders, the plan of care may be reviewed no less frequently than once every 60 days.

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 Member 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 Members 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 a Member 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, you pay an applicable Copayment or Coinsurance to the hospital for each hospitalization. Your Cost Share for the entire inpatient stay is determined by the benefit plan in effect on the day you were admitted to the hospital. 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.

Iatrogenic Infertility

Iatrogenic Infertility means infertility caused directly or indirectly by surgery, chemotherapy, radiation, or other medical treatment. Standard fertility preservation services are covered for members with Iatrogenic Infertility. Sharp Health Plan covers standard fertility preservation services for Iatrogenic Infertility in the following circumstances:

1. Your provider has recommended you receive a covered medical treatment that may cause infertility, and
2. Your provider recommends you receive such treatment within the next 12 months, and you attest that you plan to undergo such treatment in the next 12 months. Sharp Health Plan will accept an attestation from you or your provider contained in a request for services.

OR

1. You received a covered medical treatment that may cause infertility, and

2. Your medical condition was such that you were either unable to undergo fertility preservation or complete your fertility preservation cycle(s), and
3. You face an ongoing risk for infertility due to reproductive damage caused by those treatments.

Standard fertility preservation services for members with Iatrogenic Infertility include the following:

- A lifetime limit of two cycles for oocyte (egg) retrieval for members with ovaries
- A lifetime limit of up to two attempts to collect sperm for members with testicles
- A lifetime limit of up to two attempts of embryo creation
- A lifetime limit of up to two attempts to retrieve gonadal tissue
- Gonadal shielding or transposition during a procedure or treatment, if not already included in the usual coverage for that procedure or treatment
- Any other standard fertility preservation services consistent with the established medical practices and professional guidelines published by the American Society of Clinical Oncology or the American Society for Reproductive Medicine

The lifetime limits specified above apply regardless of the number of health plans you enroll in during your lifetime.

Cryopreservation and storage of sperm, oocytes, gonadal tissue and embryos is covered as follows:

- Until you reach the age of 26 if you are under the age of 18 on the date your genetic material is first cryopreserved
- Until you reach the age of 26 or for three years, whichever is longer, if you are 18 years or older but not yet 26 years old on the date your genetic material is first cryopreserved
- For a period of three years if you are 26 or older at the time your genetic material is first cryopreserved

Sharp Health Plan chooses a cryopreservation vendor where your genetic material will be stored. Sharp Health Plan is not required to continue coverage for cryopreservation storage if you are no longer enrolled in coverage. If you change health plans during the covered storage period and your new health plan determines your genetic material should be transferred to a different storage facility, Sharp Health Plan will coordinate with the new health plan to ensure the transfer and transportation of your genetic material is achieved in the most cost-effective manner. Sharp Health Plan will provide the new health plan with information showing the beginning date of any cryopreservation of your genetic material. Your new health plan will be responsible for transportation costs of your genetic material as well as costs to store your genetic material for the remainder of the applicable storage time. Your new health plan must provide you with a notice that the transportation and storage costs will be covered for the remainder of the applicable storage time.

Sharp Health Plan is not permitted to deny a coverage request for medically necessary standard fertility preservation services based solely upon:

- A prior diagnosis of infertility, where medical evaluation indicates that you would have a reasonable chance of responding to such services

- Your age, where medical evaluation indicates you would have a reasonable chance of responding to such services
- Your gender
- Your gender identity
- Your sexual orientation
- Your gender expression
- Your marital status
- Your disability status

You have a right to receive standard fertility preservation services for iatrogenic infertility when you meet the requirements in Section 1300.74.551 of Title 28 of the California Code of Regulations. "Iatrogenic infertility" means infertility caused directly or indirectly by surgery, chemotherapy, radiation, or other medical treatment. If Sharp Health Plan fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-network provider. If that happens, you will pay no more than in-network cost-sharing for the same services.

If you do not need the services urgently, your health plan must offer an appointment for you that is no more than 10 business days for primary care and 15 business days for specialist care from when you requested the services from the health plan. If you urgently need the services, your health plan must offer you an appointment within 48 hours of your request (if the health plan does not require prior authorization for the appointment) or within 96 hours (if the health plan does require prior authorization).

If your health plan does not arrange for you to receive services within these timeframes and within geographic access standards, you can arrange to receive services from any licensed provider, even if the provider is not in your health plan's network. If you are enrolled in preferred provider organization (PPO) coverage, and your health plan can arrange care for you within the timeframes and within geographic standards, your voluntary use of out-of-network benefits may subject you to incur out-of-network charges.

If you have questions about how to obtain standard fertility preservation services for iatrogenic infertility or are having difficulty obtaining services you can: 1) call your health plan at the telephone number on your-health plan identification card; 2) call the California Department of Managed Care's Help Center at 1-888-466-2219; or 3) contact the California Department of Managed Health Care through its website at www.DMHC.ca.gov to request assistance in obtaining standard fertility preservation services for iatrogenic infertility.

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 your home, in a physician's office, in a hospital, 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 Cost Share for infusion therapy services is determined based on the type and location of the service. For example, if this service is provided during an office visit, then the applicable office visit Cost Share will be charged. If the service is provided in an outpatient hospital facility, the Outpatient Services Cost Share will apply. Please see the Summary of Benefits.

Injectable Drugs

Provider administered injectable medications and self-injectable medications are covered under the medical benefit when not identified elsewhere in this Member Handbook as excluded from coverage.

Provider administered injectable medications include those drugs or preparations that are not usually self-administered and that are given by the intramuscular or subcutaneous route.

Self-injectable medications are drugs that are injected subcutaneously (under the skin) and are approved by the Food and Drug Administration (FDA) for self-administration and/or are packaged in patient-friendly injection devices along with instructions on how to administer.

Epi-pens, self-injectable insulin, and GLP1 agents approved by the Food and Drug Administration (FDA) for the treatment of diabetes are covered under the Outpatient Prescription Drug benefit. Injectable GLP1 agents approved by the FDA for the treatment of severe (Class III) obesity are covered under the medical benefit and are not covered under the Outpatient Prescription Drug benefit.

Long-acting injectable naltrexone being used as medicated-assisted treatment is a type of provider administered injectable medication that is covered under the medical benefit and does not require Utilization Management, Step Therapy or prior Authorization.

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.
- Breastfeeding services and supplies. A breast pump and supplies required for breastfeeding are covered within 365 days after delivery. (Optional accessories, such as tote bags and nursing bras, are not covered.) A new breast pump and supplies will be provided for subsequent pregnancies only if a pump previously provided by Sharp Health Plan is no longer covered under warranty.
- Screening and treatment for a Maternal Mental Health Condition for all women during pregnancy and during the postpartum period, that shall consist of at least one maternal mental health screening to be conducted during pregnancy, at least one additional screening to be conducted during the first six weeks of the postpartum period, and additional postpartum

screenings, if determined to be Medically Necessary and clinically appropriate in the judgment of the treating provider.

- Doula services for a Member who is pregnant or has been pregnant in the last 12 months and is enrolled in the Plan's Maternal Mental Health Case Management Program. Visits can be in person or virtual with an in-network Doula. Covered Doula services include:
  - One initial visit.
  - Up to eight additional visits (any combination of prenatal and postpartum visits).
  - Support during labor and delivery (including labor and delivery resulting in a stillbirth, abortion or miscarriage).
  - Up to two extended three-hour postpartum visits after the end of a pregnancy.

  Note: All Doula visits are limited to one per day, per member. One prenatal visit or one postpartum visit can be provided on the same day as labor and delivery, stillbirth, abortion, or miscarriage support.
- Medically Necessary pasteurized human donor milk.

Prenatal and postnatal care recommended by the U.S. Preventive Services Task Force (USPSTF) with an A or B rating or by the Health Resources and Services Administration (HRSA) is covered under the preventive benefit without Member Cost Share. Such care includes, but is not limited to:

- Routine prenatal and postnatal obstetrical office visits.
- Certain lab services.
- Breastfeeding services and supplies (including counseling, education and breastfeeding equipment and supplies) during the antenatal, perinatal and postpartum periods.
- Depression screening and appropriate follow up.
- Tobacco use cessation counseling.
- Unhealthy alcohol use screening and behavioral counseling.
- Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP).
- Gestational diabetes mellitus screening.
- Hepatitis B and human immunodeficiency virus (HIV) infection screening.

Prenatal services not covered under the preventive benefit include, but are not limited to, radiology services, delivery and high-risk/non-routine prenatal services (such as visits with a perinatologist/maternal-fetal medicines specialist). While radiology services, like obstetrical ultrasounds, may be part of routine prenatal care, they are not included under the USPSTF or HRSA recommendations. A Copayment, Coinsurance or Deductible may apply for these services.

Prenatal and postnatal office visit Cost Shares are separate from any hospital Cost Shares. For delivery, you pay the applicable Cost Share to the hospital facility at the time of admission. Your Cost Share for the entire inpatient maternity stay is determined by the benefit plan in effect on the day you were admitted to the hospital. An additional hospital Cost Share applies if the newborn Dependent requires a separate admission from the mother because care is necessary to treat an ill newborn. Your Cost Share for a newborn Dependent is based on the benefit plan the newborn is enrolled in on the date of admission.

Inpatient hospital care is covered for no less than 48 hours following a normal vaginal delivery and 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 covers Medically Necessary services for the diagnosis or treatment of mental health conditions that fall under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Classification of Diseases or that are listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders, which include but are not limited to the following services:

Outpatient Mental Health Services

- Physician services, including consultation and referral to other health care providers and prescription drugs when furnished or administered by a health care provider or facility
- Medication management
- Coordinated specialty care for the treatment of first episode psychosis
- Individual office visits and group mental health evaluation and treatment
- Outpatient professional services, including but not limited to individual, group, and family mental health counseling
- Psychological and neuropsychological testing when necessary to evaluate a Mental Health Disorder
- Screening and treatment for a Maternal Mental Health Condition for all women during pregnancy and during the postpartum period
- Outpatient services for the purpose of monitoring drug therapy
- Outpatient Prescription Drugs prescribed for mental health pharmacotherapy
- Behavioral Health Treatment for autism spectrum disorder
- Intensive outpatient treatment (programs usually less than five hours per day)
- Partial hospitalization (programs usually more than five hours per day)
- Day treatment
- Transcranial magnetic stimulation
- Case management services
- Intensive community-based treatment, including assertive community treatment and intensive case management
- Electroconvulsive therapy
- Diagnostic laboratory and diagnostic and therapeutic radiologic services
- Polysomnography
- Home health services

- Intensive home-based treatment
- Schoolsite services for a mental health condition that are delivered to a Member at a schoolsite pursuant to Health and Safety Code section 1374.722
- Preventive health services, as described under **Preventive Care Services**
- Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to, Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, including Behavioral Health Crisis Stabilization Services.
- The cost of developing an evaluation pursuant to Section 5977.1 of the Welfare and Institutions Code and the provision of all health care services when required or recommended for you as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court. Services provided to you pursuant to a CARE Agreement or a CARE Plan, excluding Prescription Drugs, will be provided with no Cost Sharing regardless of whether the service was provided by a Plan Provider or non-Plan Provider.

Intensive Psychiatric Treatment Programs

- Hospital-based intensive outpatient care (partial hospitalization)
- Multidisciplinary treatment in an intensive outpatient psychiatric treatment program
- Residential treatment

Inpatient Mental Health Services

- Inpatient psychiatric hospitalization, including room and board, drugs, supplies and services of health care professionals.
- Treatment in a crisis residential program in a licensed psychiatric treatment facility with 24-hour-a-day monitoring by clinical staff for stabilization of an acute psychiatric crisis and psychiatric observation for an acute psychiatric crisis.
- The Member Cost Share for the entire inpatient mental health stay is determined by the benefit plan in effect on the day you were admitted to the hospital.

Emergency Health Care Services, including ambulance and ambulance transport services and Out-of-Area coverage, as described under **Emergency Services and Care.**

Prescription Drugs, as described under **Outpatient Prescription Drugs.**

Services related to preventing, diagnosing, and treating mental conditions as Medically Necessary in accordance with current generally accepted standards of mental health care are also covered. Sharp Health Plan shall not limit Mental Health coverage to short-term or acute treatment.

Members have direct access to health care providers of mental health services without obtaining a PCP referral. In most cases, services must be provided by Plan Providers. Please call Magellan toll-free at 1-844-483-9013 whenever you need mental health services. All calls are confidential. The following exceptions can be provided by Plan Providers or non-Plan Providers: 1) Medically Necessary treatment of a Mental Health or Substance Use Disorder, including but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, and 2) services received under a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.

If services for the Medically Necessary treatment of a Mental Health Disorder are not available in network within the geographic and timely access standards set by law or regulation, Magellan will Authorize and arrange for Medically Necessary out-of-network services and any Medically Necessary follow-up services that, to the maximum extent possible, meet those geographic and timely access standards. The Member will pay in-network Cost Sharing for out-of-network services Authorized by the Plan and for any out-of-network Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider. You will not pay any Cost Sharing for services provided pursuant to a CARE Agreement or CARE Plan, excluding Prescription Drugs, regardless of whether the service was provided by a Plan Provider or non-Plan Provider.

You have a right to receive timely and geographically accessible Mental Health/Substance Use Disorder (MH/SUD) services when you need them. If Magellan fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-network provider. If that happens, you do not have to pay anything other than your ordinary in-network cost-sharing.

If you do not need the services urgently, your health plan must offer an appointment for you that is no more than 10 business days from when you requested the services from the health plan. If you urgently need the services, your health plan must offer you an appointment within 48 hours of your request (if the health plan does not require prior authorization for the appointment) or within 96 hours (if the health plan does require prior authorization).

If your health plan does not arrange for you to receive services within these timeframes and within geographic access standards, you can arrange to receive services from any licensed provider, even if the provider is not in your health plan's network. To be covered by your health plan, your first appointment with the provider must be within 90 calendar days of the date you first asked the plan for the MH/SUD services.

If you have any questions about how to obtain MH/SUD services or are having difficulties obtaining services you can: 1) call your health plan at the telephone number on the back of your health plan identification card; 2) call the California Department of Managed Care's Help Center at 1-888-466-2219; or 3) contact the California Department of Managed Care through its website at www.healthhelp.ca.gov to request assistance in obtaining MH/SUD services.

MinuteClinic® at CVS®

As a Sharp Health Plan Member, you may receive the covered services listed below at any MinuteClinic® at CVS® ("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 medical clinic located inside select CVS/pharmacy® stores. MinuteClinic provides convenient access to basic care. It is staffed with board-certified family nurse practitioners and physician associates and is the largest provider of retail health care in the United States. In addition, it was the first retail health care provider to receive accreditation and the Joint Commission's Gold Seal of Approval® for dedication to delivering the highest possible quality health care to patients. The Joint Commission is the national evaluation and certifying agency for nearly 20,000 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.
- Seasonal flu, COVID-19, and other non-seasonal vaccinations.
- Treatment of minor wounds, abrasions and minor burns.
- Treatment for skin conditions, such as poison ivy, ringworm and acne.

No prior Authorization is necessary to receive Covered Benefits at a MinuteClinic. The MinuteClinic providers may refer you to your Sharp Health Plan PCP if you need services other than those covered at MinuteClinic locations.

For more information about MinuteClinic services and age restrictions, or to schedule an appointment, please visit CVS.com/minuteclinic. If you receive covered services at MinuteClinic, your cost is equal to the PCP Copayment or Coinsurance, as applicable to your benefit plan. A Deductible may apply. There is no Cost Share for flu vaccinations. You have access to all MinuteClinic locations. Appointments can be scheduled in person, online at CVS.com/minuteclinic, or through the CVS pharmacy app.

Ostomy and Urological Services

Ostomy and urological supplies prescribed by a Plan Provider are a Covered Benefit. Coverage is limited to the standard supply that adequately meets your medical needs. Sharp Health Plan does not use a soft goods formulary (list of approved ostomy and urological supplies), but supplies may require prior Authorization by the Plan or your Plan Medical Group to determine if they are Medically Necessary. Ostomy and urological supplies must be provided by an approved vendor. For information on approved vendors and prior Authorization you can contact your PCP or Customer Care.

Covered ostomy and urological supplies include:

- Adhesives – liquid, brush, tube, disc or pad.
- Adhesive removers.
- Belts – ostomy.
- Belts – hernia.
- Catheters.
- Catheter insertion trays.
- Cleaners.
- Drainage bags and bottles – bedside and leg.
- Dressing supplies.
- Irrigation supplies.
- Lubricants.
- Miscellaneous supplies – urinary connectors; gas filters; ostomy deodorants;

drain tube attachment devices; soma caps tape; colostomy plugs; ostomy inserts; irrigation syringes, bulbs and pistons; tubing; catheter clamps, leg straps and anchoring devices; penile or urethral clamps and compression devices.

- Pouches – urinary, drainable, ostomy.
- Rings – ostomy rings.
- Skin barriers.
- Tape – all sizes, waterproof and non-waterproof.

Outpatient Prescription Drugs

Outpatient Prescription Drugs are covered. You may obtain covered Outpatient Prescription Drug benefits from any retail, specialty or mail order Plan Pharmacy in the Plan network. Some Prescription Drugs are subject to restricted distribution by the United States Food and Drug Administration (FDA) or require special handling, provider coordination, or patient education that can only be provided by a specific pharmacy.

Except for Emergency Services, Out-of-Area Urgent Care Services, Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court, Outpatient Prescription Drugs that are not obtained from a Plan Pharmacy are not covered and you will be responsible for payment. The amount paid will not count toward your Deductible, if any, or Out-of-Pocket Maximum.

In addition, you will be responsible for payment of Outpatient Prescription Drugs not obtained through your pharmacy benefits using your Sharp Health Plan Member ID card (for example, paid for by cash, with a coupon or discount card), and such payment will not count toward your Deductible, if any, or Out-of-Pocket Maximum. If you pay for Outpatient Prescription Drugs not obtained through your pharmacy benefits, you are eligible to receive reimbursement from the Plan, and credit towards your Deductible, if any, and Out-of-Pocket Maximum, subject to the terms and conditions of this Membership Agreement, in the following circumstances:

- The Prescription Drug obtained was Medically Necessary for the treatment of an Emergency Medical Condition or urgent care condition.
- You received prior Authorization from the Plan for the Prescription Drug, and the drug was obtained from a Plan Pharmacy.
- The Prescription Drug obtained is listed as covered on the Formulary, was obtained from a Plan Pharmacy, and all applicable Utilization Management criteria (e.g., Step Therapy, quantity limits, etc.) were satisfied.

You will be reimbursed for your share of the cost (excluding any portion of the charges covered by a coupon or discount card for which you did not incur an Out-of-Pocket expense), minus your applicable Cost Share and up to the contracted rate with the Plan Pharmacy, if applicable. Please see the section **What if You Get a Medical Bill?** for information on how to request reimbursement.

Look in your Provider Directory to find a Plan Pharmacy near you, or search for "Find a Pharmacy" on our website at sharphealthplan.com. The "Find a Pharmacy" function provides the names and locations of contracted pharmacies. Always present your

Sharp Health Plan Member ID card to the Plan Pharmacy. Ask them to inform you if something is not going to be covered.

You can access information about your pharmacy benefits by creating an account with CVS Caremark, which is accessed through your pharmacy portal at sharphealthplan.com/caremark. This will allow you to view information such as eligibility for Prescription Drugs, your current Formulary, Authorization requirements, Formulary alternatives and Cost Sharing amounts. Any changes to the information on your CVS pharmacy portal will be updated one business day after a change is made. You can also obtain this information by calling the dedicated pharmacy customer service line at 1-855-298-4252.

You pay the Cost Share (i.e., Copayment, Coinsurance and/or Deductible) for Covered Benefits as listed in your Summary of Benefits. If the retail price for your Prescription Drug is less than your Cost Share, you will only pay the retail price. If you pay the retail price, your payment will apply to the Deductible, if any, and the Out-of-Pocket Maximum limit in the same manner as if you had purchased the Prescription Drug by paying the Cost Share. This applies whether you purchase your Prescription Drug from a brick-and-mortar retail pharmacy or a mail order pharmacy. Your Cost Share for covered orally administered anticancer medications will not exceed $250 for an individual Prescription of up to a 30-day supply. In addition, you are not required to meet the Deductible before the $250 maximum is applied to orally administered anticancer medications, unless you are enrolled in a HSA-qualified High Deductible Health Plan. For HSA-qualified High Deductible Health Plans, your maximum Cost Share of $250 will only apply after the Deductible has been met.

You or your doctor may request a partial fill of an oral, solid dosage form of a Schedule II Prescription Drug from a pharmacy. A partial fill is when you receive less than the full quantity prescribed by your doctor. A Schedule II drug is one that has a high potential for abuse, with use potentially leading to severe psychological or physical dependence. The Plan will prorate your Copayment for a partial fill; however, if the amount you are charged for multiple partial fills exceeds the Cost Share you would have paid if you did not request a partial fill, the Plan will reimburse you for the excess Copayment. Please see the section **What if You Get a Medical Bill?** for information on how to request reimbursement.

The Formulary is categorized into Drug Tiers as described below. Your Summary of Benefits identifies the number of Drug Tiers for your benefit plan. The Sharp Health Plan Formulary identifies the drugs included on each tier. Your Cost Share may vary based on the Drug Tier.

Covered Outpatient Prescription Drugs include:

Category	Formulary symbol	Description
Drug Tier 1	1	Most Generic Drugs and low-cost preferred Brand-Name Drugs.
Drug Tier 2	2	Non-preferred Generic Drugs, preferred Brand-Name Drugs, and any other drugs recommended by the Pharmacy and Therapeutics (P&T) Committee based on drug safety, efficacy and cost.
Drug Tier 3	3	Non-preferred Brand-Name Drugs or drugs that are recommended by the P&T Committee based on drug safety, efficacy, and cost, or that generally have a preferred and often less costly therapeutic alternative at a lower tier.
Drug Tier 4	4	Drugs that the Food and Drug Administration (FDA) or manufacturer requires to be distributed through a specialty pharmacy, drugs that require the enrollee to have special training or clinical monitoring for self-administration, or drugs that cost the health plan (net of rebates) more than six hundred dollars ($600) for a one-month (30-day) supply.
Preventive	PV	Select drugs covered with no Copayment when recommended for preventive use as indicated under **Preventive Care Services,** including certain generic and over-the-counter contraceptives for women.
Medical Benefit Drugs	MB	Drugs covered under the medical benefit. Please refer to the **DRUGS, SERVICES AND SUPPLIES COVERED UNDER YOUR MEDICAL BENEFIT** subsection of this Member Handbook for information about Medical Benefit Drugs covered by Sharp Health Plan.

Please consult your Summary of Benefits for specific information about your benefit. For additional information about your Copayments, Coinsurance and/or Deductible, please consult the benefits information available online by logging in to your Sharp Health Plan account at sharphealthplan.com. When you create an account, you can easily access your benefits information online 24 hours a day, 7 days a week.

When a Generic Drug is available, the pharmacy is required to fill your Prescription with the generic equivalent unless prior Authorization is obtained and the Brand-Name Drug is determined to be Medically Necessary. If the Brand-Name Drug is Medically Necessary and prior Authorization is obtained, you must pay the Cost Share for the corresponding Drug Tier. The FDA applies rigorous standards for identity, strength,

quality, purity and potency before approving a Generic Drug. Generic Drugs are required to have the same active ingredient, strength, dosage form, and route of administration as their brand name equivalents. In a few cases, the Brand-Name Drug is included on the Formulary but the generic equivalent is not. When that occurs, the Brand-Name Drug will be dispensed and you will be charged the Drug Tier 1 Cost Share. When an interchangeable biological product is available, the pharmacy may be required to fill your Prescription with the interchangeable biological product unless prior Authorization is obtained and the reference product (defined as the existing FDA-approved biologic) is determined to be Medically Necessary.

The amount of drug you may receive at any one time is limited to a 30-day supply or, if the treatment is for less than 30 days, for the Medically Necessary amount of the drug, unless the Prescription is for a maintenance drug. This limitation does not apply to FDA-approved, covered self-administered hormonal contraceptives, which are available in a 12-month supply. Sharp Health Plan will not require you to make any formal requests for such coverage other than a pharmacy claim. For more information about maintenance drugs, see the **HOW DO I OBTAIN MAINTENANCE DRUGS BY MAIL ORDER?** section below.

A Prescription from your doctor is not required for over-the-counter FDA-approved contraceptive drugs, devices and products received at a Plan Network Pharmacy. You will not be subject to Cost Sharing or prior Authorization for over-the-counter FDA-approved contraceptive drugs, devices, and products.

SHARP HEALTH PLAN FORMULARY

The Sharp Health Plan Formulary (also known as a Drug List) was developed to identify safe and effective drugs for Members while maintaining affordable pharmacy benefits. The Formulary is updated regularly, based on input from the Pharmacy & Therapeutics (P&T) Committee, which meets quarterly. The P&T Committee members are clinical pharmacists and actively practicing physicians of various medical specialties. In addition, the P&T Committee frequently consults with other medical experts to provide input to the Committee.

Updates to the Formulary and drug usage guidelines are made as new clinical information and new drugs become available. In order to keep the Formulary current, the P&T Committee evaluates clinical effectiveness, safety and overall value through:

- Medical and scientific publications,
- Relevant utilization experience, and
- Physician recommendations.

To obtain a copy of Sharp Health Plan's Formulary, please visit our website at sharphealthplan.com or call the dedicated pharmacy customer service line at 1-855-298-4252.

WHAT IS THE OUTPATIENT PRESCRIPTION DRUG PRIOR AUTHORIZATION PROCESS?

Drugs with the PA symbol next to the drug name in the Formulary are subject to prior Authorization. This means that your doctor must contact Sharp Health Plan to obtain advance approval for coverage of the drug. To request prior Authorization, your doctor must fill out a Prescription Drug Prior Authorization Form, include information to demonstrate medical necessity and submit it to Sharp

Health Plan. Sharp Health Plan processes routine and urgent requests from doctors in a timely fashion. Routine requests are processed within 72 hours and urgent requests are processed within 24 hours of receipt of the information reasonably necessary and requested by Sharp Health Plan to make the determination. Information reasonably necessary to make a determination includes information the prior Authorization department has requested to make such a determination, as appropriate and Medically Necessary for the nature of your condition. Urgent circumstances exist when you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function. Upon receiving your physician's request for prior Authorization, Sharp Health Plan will evaluate the information submitted and make a determination based on established clinical criteria for the particular drug.

If your doctor's request for prior Authorization is denied, you will receive a letter that explains the specific reason(s) for the denial and your right to Appeal or file a Grievance, as set forth in the section **What Is the Grievance or Appeal Process?**

The Formulary covers at least one medication approved by the United States Food and Drug Administration in each of the following categories without prior Authorization, Step Therapy, or utilization review:

1. Medication for the reversal of opioid overdose including a naloxone product or another opioid antagonist.
2. Medication for the detoxification or maintenance treatment of a Substance Use Disorder, including a daily oral buprenorphine product.
4. A long-acting buprenorphine product.

A long-acting injectable naltrexone product is available through your medical benefit. See **Injectable Drugs** for additional information.

WHAT ARE OPIATE DOSAGE THRESHOLDS?

Certain classes, categories, doses or combinations of opiate drugs may require prior Authorization when the dosage is at or above a threshold considered unsafe, as determined by the P&T Committee or in the professional clinical judgment of your pharmacist. If your doctor deems that an opiate dosage above the threshold is Medically Necessary for you, he or she may need to submit a request for Authorization to support the medical necessity for coverage.

WHAT IS STEP THERAPY?

Drugs with the ST symbol next to the drug name in the Formulary are subject to Step Therapy. The Step Therapy program encourages safe and cost-effective medication use. Under this program, a "step" approach is required to receive coverage for certain drugs. This means that to receive coverage, you must first try an alternative Prescription Drug that has been determined to be clinically effective. There may be a situation when it is Medically Necessary for you to receive certain medications without first trying an alternative drug. In these instances, your doctor may request a Step Therapy exception by calling or faxing Sharp Health Plan. The list of Prescription Drugs that require Step Therapy is subject to change. We will review and make a determination within 72 hours (for routine requests) and 24 hours (for urgent requests) of receipt of the information reasonably necessary and requested by Sharp Health Plan to make the determination for Step Therapy Exception requests. The process is the same as the Outpatient Prescription Drug

prior Authorization request process described above.

When a provider determines that the drug required under Step Therapy is inconsistent with good professional practice, the provider should submit their justification and clinical documentation supporting the provider's determination with a Step Therapy Exception Request, and the Plan will approve the Step Therapy Exception Request.

If a request for prior Authorization or Step Therapy exception is incomplete or relevant information necessary to make a coverage determination is not included, we will notify your provider within 72 hours of receipt, or within 24 hours of receipt if exigent circumstances exist, what additional or relevant information is needed to approve or deny the prior Authorization or Step Therapy Exception Request, or to appeal the denial.

If we fail to notify your provider of our coverage determination within 72 hours for non-urgent requests, or within 24 hours if exigent circumstances exist, upon receipt of a completed prior Authorization or Step Therapy Exception Request, the prior Authorization or Step Therapy Exception Request shall be deemed approved for the duration of the Prescription, including refills. If your provider does not receive a coverage determination or request for additional or clinically relevant material information within 72 hours for standard requests or 24 hours for expedited requests, the prior Authorization or Step Therapy Exception Request, or Appeal of a denial, shall be deemed approved for the duration of the Prescription, including refills.

The criteria used for prior Authorization and Step Therapy are developed and based on input from the P&T Committee as well as physician specialist experts. Your doctor may contact Sharp Health Plan to obtain the usage guidelines for specific drugs. In addition, your doctor may log in to their Sharp Health Plan account to view the usage guidelines.

If you have moved from another insurance plan to Sharp Health Plan and are taking a drug that your previous insurer covered, Sharp Health Plan will not require you to follow Step Therapy in order to obtain that drug. Your doctor may need to submit a request to Sharp Health Plan in order to provide you with continuity of coverage.

WHAT IS QUANTITY LIMIT?

Drugs with the QL symbol next to the drug name in the Formulary are subject to quantity limits. It is the policy of Sharp Health Plan to maintain effective drug Utilization Management procedures. Such procedures include quantity limits on Prescription Drugs. The Plan ensures appropriate review when determining whether or not to authorize a quantity of drug that exceeds the quantity limit. Quantity limits exist when drugs are limited to a determined number of doses based on criteria, including, but not limited to, safety, potential overdose hazard, abuse potential, or approximation of usual doses per month, not to exceed the FDA maximum approved dose. Your doctor may follow the prior Authorization process when requesting an exception to the quantity limit for a drug.

WHAT IS THERAPEUTIC INTERCHANGE?

Sharp Health Plan employs therapeutic interchange as part of its Prescription Drug benefit. Therapeutic interchange is the practice of replacing (with the prescribing physician's approval) a Prescription Drug originally prescribed for a patient with a Prescription Drug that is preferred on the Formulary. Using therapeutic interchange may offer advantages, such as value through

improved convenience and affordability, improved outcomes, or fewer side effects. Two or more drugs may be considered appropriate for therapeutic interchange if they can be expected to produce similar levels of clinical effectiveness and sound medical outcomes in patients. If, during the prior Authorization process, the requested medication has a preferred Formulary alternative that may be considered appropriate for therapeutic interchange, a request to consider the preferred medication may be faxed to the prescribing physician. The prescribing physician may choose to use therapeutic interchange and select a medication that does not require prior Authorization.

WHAT IS GENERIC SUBSTITUTION?

When a Generic Drug is available, the pharmacy is required to switch a Brand-Name Drug to the generic equivalent, unless the Brand-Name Drug is Authorized due to medical necessity. If the Brand-Name drug is Medically Necessary and prior Authorization is obtained, you must pay the Cost Share for the corresponding Brand-Name Drug Tier. The FDA applies rigorous standards for identity, strength, quality, purity and potency before approving a Generic Drug. Generics are required to have the same active ingredient, strength, dosage form and route of administration as their brand-name equivalents.

In a few cases, the Brand-Name Drug is included on the Formulary, but the generic equivalent is not. When that occurs, the Brand-Name Drug will be dispensed and you will be charged the Drug Tier 1 Cost Share. You may be required to try an interchangeable product before providing coverage for the equivalent branded Prescription Drug. Nothing in this section will prohibit or supersede a Step Therapy Exception Request.

WHAT IF A DRUG IS NOT LISTED IN THE FORMULARY?

Drugs that are not listed in the Drug List are Nonformulary Drugs and are not covered. There may be times when it is Medically Necessary for you to receive a medication that is not listed on Sharp Health Plan's Formulary. In these instances you, your Authorized Representative or your provider may submit a Formulary Exception Request following the prior Authorization process. Sharp Health Plan will approve or deny the Exception Request based on medical necessity within 72 hours for standard requests or 24 hours for urgent requests. Nonformulary Drugs that are approved for coverage and meet the Drug Tier 4 description will be subject to the Drug Tier 4 Cost Share. Nonformulary Brand-Name Drugs approved for coverage that do not meet the Drug Tier 4 description will be subject to the Drug Tier 3 Cost Share. Nonformulary Generic Drugs approved for coverage will be subject to the Drug Tier 1 Cost Share. If your Formulary Exception Request is denied, you have the right to Appeal the decision. Information on the Appeal process can be found under **What Is the Grievance or Appeal Process?** section of this Member Handbook.

Additional information about specific Prescription Drug benefits can be found in your Summary of Benefits. Information about Prescription Drug benefit exclusions and limitations can be found under **Outpatient Prescription Drugs** in the **What Is Not Covered?** section of this Member Handbook.

HOW DO I OBTAIN MAINTENANCE DRUGS BY MAIL ORDER?

Maintenance drugs are identified by the Mail Order (MO) symbol in the Formulary. Maintenance drugs are those prescribed on a regular, ongoing basis to maintain

health. Most maintenance drugs in Tier 1, Tier 2, and Tier 3 or marked with a PV symbol can be obtained for a 90-day supply through mail order or retail. Mail order is a convenient, cost-effective way to obtain maintenance drugs. To use this service:

1. Have your provider write a Prescription for up to a 90-day supply of your maintenance drug.
2. Complete the mail service order form brochure. You can call Customer Care at 1-855-298-4252 to have one mailed to you.
3. Mail your original Prescription, along with your Cost Share payment or payment information, using the pre-addressed, postage-paid envelope attached to the order form. Your Prescription will arrive at your home in two to three weeks.
4. If your Prescription includes refills, you can re-order by phone. Simply call the toll-free number on your Prescription bottle to order a refill. If you have any questions or do not have a brochure, contact Customer Care at 1-855-298-4252.

Please check your Formulary or use the searchable Formulary tool at sharphealthplan.com to determine if your drug is available through mail order. You may also call Customer Care.

HOW DO I OBTAIN SPECIALTY DRUGS?

A specialty drug is a drug that the FDA or the manufacturer requires to be distributed through a specialty pharmacy, drugs that require special training or clinical monitoring for self-administration, or drugs that the P&T Committee determines to be a specialty medication. They are often for chronic conditions and involve complex care issues that need clinical management.

Specialty drugs are available for a maximum of a 30-day supply. Please consult your Summary of Benefits for the 30-day Copayment or Coinsurance that applies to specialty drugs. Most specialty medications require prior Authorization.

HOW ARE DEDUCTIBLES, COPAYMENTS, AND COINSURANCE APPLIED FOR MY COVERED OUTPATIENT PRESCRIPTION DRUG BENEFITS?

The following Cost Shares apply to Prescription Drugs prescribed by a Plan Provider and dispensed by a Plan Network Pharmacy and to Prescription Drugs prescribed and dispensed for Emergency Services, Out-of-Area Urgent Care Services, Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court. Please see your Summary of Benefits for the Cost Share amount for each Drug Tier.

A. Retail Pharmacy

1. For up to a 30-day supply of a Tier 1 drug on the Formulary, you pay **one Drug Tier 1 Copayment or Coinsurance.**
2. For up to a 30-day supply of a Tier 2 drug on the Formulary, you pay **one Drug Tier 2 Copayment or Coinsurance.**
3. For up to a 30-day supply of a Tier 3 drug on the Formulary, you pay **one Drug Tier 3 Copayment or Coinsurance.**
4. For up to a 30-day supply of a Tier 4 drug on the Formulary, you pay **one Drug Tier 4 Coinsurance** amount.

5. Medications identified as PV are available at $0 Cost Share and are not subject to a Deductible.
6. Medications identified as MB are obtained through your medical benefit and are subject to the charges applicable under your medical benefit.

B. Mail Order Pharmacy

1. For up to a 90-day supply of a Tier 1 maintenance drug that is obtained through the Prescription Home Delivery Service, you pay **two Drug Tier 1 Copayments.**
2. For up to a 90-day supply of a Tier 2 maintenance drug that is obtained through the Prescription Home Delivery Service, you pay **two Drug Tier 2 Copayments.**
3. For up to a 90-day supply of a Tier 3 maintenance drug that is obtained through the Prescription Home Delivery Service, you pay **two Drug Tier 3 Copayments.**
4. Medications on Tier 4 are only available for a 30-day supply per fill. You pay **one Drug Tier 4 Coinsurance amount**. Tier 4 medications must be filled by CVS Specialty Pharmacy; however, Prescriptions may be dropped off and picked up at a CVS retail pharmacy. The CVS retail pharmacy will coordinate with CVS Specialty Pharmacy to fill the Prescription.
5. For up to a 90-day supply of a PV maintenance drug that is obtained through the Prescription Home Delivery Service (if covered), you pay no Cost Share.

Some benefit plans also have a Deductible that applies to drugs covered by Sharp Health Plan or have a combined pharmacy and medical Deductible. If your benefit plan includes a Deductible, you are responsible for paying all costs for covered drugs that are subject to that Deductible each Calendar Year, up to the amount of the Deductible, before Sharp Health Plan will cover those drugs at the applicable Copayment or Coinsurance amount. Please see your Summary of Benefits for further detail. You may receive a 12-month supply of a covered FDA-approved self-administered hormonal contraceptive, such as birth control pills, dispensed at one time with no Deductible, Copayment or Coinsurance.

WHEN CAN I REFILL MY PRESCRIPTION?

Sharp Health Plan allows you to refill your Prescription after you have used at least 70% of the prescribed amount. For a 30-day supply, this means you can get a refill 22 days after you last filled the Prescription. For a 90-day supply, you can get a refill 64 days after you last filled the Prescription. For a refill of an opioid Prescription, you can get a refill after you have used at least 90% of the prescribed amount. If you try to order a refill at the pharmacy too soon, you will be asked to wait until the allowable refill date. A Prescription cannot be refilled if there are no refills left or if the Prescription has expired. If that is the case, please speak with your provider.

Exceptions to filling a drug before the approved refill date may be made in certain circumstances. If your provider increases your daily dose, the pharmacy or prescribing physician can submit a Prescription Drug Prior Authorization Form to Sharp Health Plan requesting an override of the “refill too soon” block. If you need to refill a medication early because you are going on an extended vacation, you can call 1-855-298-4252 to request a “vacation override.” Please allow 72 hours for Plan representatives to review your request and make a decision.

If you have any questions regarding when your Prescription is eligible to be refilled, please call Customer Care at 1-855-298-4252.

DRUGS, SERVICES AND SUPPLIES COVERED UNDER YOUR MEDICAL BENEFIT

The following services and supplies are covered as described elsewhere in this Member Handbook. These Covered Benefits are not subject to the same Cost Shares, exclusions, or limitations that apply to your Outpatient Prescription Drug benefits. Please refer to the applicable sections of your Member Handbook for specific information about the Deductibles, Copayments, Coinsurance, exclusions, and limitations that apply to these Covered Benefits.

1. Medically Necessary formulas and special food products prescribed by a Plan Physician to treat phenylketonuria (PKU) provided that these formulas and special foods exceed the cost of a normal diet.
2. Medically Necessary injectable and non-injectable drugs and supplies that are administered in a physician's office and self-injectable drugs covered under the medical benefit.
3. FDA-approved medications used to induce spontaneous and non-spontaneous abortions that may only be dispensed by or under direct supervision of a physician.
4. Immunization or immunological agents, including, but not limited to: biological sera, blood, blood plasma or other blood products administered on an outpatient basis, allergy sera and testing materials.
5. Equipment and supplies for the management and treatment of diabetes, including insulin pumps and all related necessary supplies, blood glucose monitors, testing strips, lancets and lancet puncture devices. Insulin, glucagon and insulin syringes are covered under the Outpatient Prescription Drug benefit.
6. Items that are approved by the FDA as a medical device. Please refer to the Disposable Medical Supplies, Durable Medical Equipment, and Family Planning benefit categories under the **What Are Your Covered Benefits?** section of this Member Handbook for information about medical devices covered by Sharp Health Plan.

Outpatient Rehabilitation Therapy Services

Outpatient rehabilitation services, including occupational, physical and speech therapy, are covered. You pay an applicable Copayment to the Plan Physician or other health care 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 such as 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.

Pediatric Autoimmune Neuropsychiatric Disorder Associated with Streptococcal Infections (PANDAS) and Pediatric Acute-onset Neuropsychiatric Syndrome (PANS)

Medically Necessary services for the prevention, diagnosis and treatment of Pediatric Autoimmune Neuropsychiatric Disorder Associated with Streptococcal Infections (PANDAS) and Pediatric Acute-onset Neuropsychiatric Syndrome (PANS) are covered. Treatments for PANDAS and PANS include antibiotics, medications and behavioral therapies to manage neuropsychiatric symptoms, immunomodulating medicines, plasma exchange and intravenous immunoglobulin therapy.

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

Covered preventive care services include, but are not limited to, the following:

- Well Child physical examinations (including vision and hearing screening in the PCP's office), all periodic immunizations, related laboratory services, and screening for blood lead levels in Children of any age who are at risk for lead poisoning, as determined by a Sharp Health Plan physician and surgeon, if the screening is prescribed by a Sharp Health Plan health care provider, 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, BRCA screening and testing in high-risk women, human papillomavirus screening test, lung cancer screening in certain persons, colorectal cancer screening, 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.

- HIV testing, regardless of whether the testing is related to a primary diagnosis.
- Home test kits for sexually transmitted disease (including the laboratory costs for processing the kits) that are deemed Medically Necessary or appropriate and ordered directly by a provider or furnished through a standing order for patient use based on clinical guidelines and individual patient health needs.
- Hepatitis B and hepatitis C screenings.
- Depression screening.
- Adverse Childhood Experiences (ACEs) screening.
- Screening for tobacco use.
- Behavioral counseling intervention for tobacco smoking cessation.
- For those who use tobacco products, all FDA-approved tobacco cessation medications (including over-the-counter medications) when prescribed by a health care provider, without prior Authorization.
- Exercise interventions to prevent falls in community-dwelling adults 65 years or older who are at increased risk for falls.
- Screening for osteoporosis with bone measurement testing for women 65 or older, or younger than 65 at increased risk.
- Screening, brief intervention and referral to treatment, primary care based interventions, and specialty services for persons with hazardous, at-risk, or harmful substance use who do not meet the diagnostic criteria for a substance use disorder, or persons for whom there is not yet sufficient information to document a substance use or addictive disorder, as described in ASAM level of care 0.5 (3rd edition), or the most recent version of The ASAM Criteria.
- Basic services for prevention and health maintenance, including: screening for mental health and developmental disorders and adverse childhood experiences; multidisciplinary assessments; expert evaluations; referrals; consultations and counseling by mental health clinicians; emergency evaluation, brief intervention and disposition; crisis intervention and stabilization; community outreach prevention and intervention programs; mental health first aid for victims of trauma or disaster; and health maintenance and violence prevention education, as described in LOCUS and CALOCUS-CASII level of care zero (version 2020), or the most recent versions of LOCUS and CALOCUS CASII.

Any item, service or immunization not specifically listed here but that is recommended by the USPSTF with an "A" or "B" rating, recommended by ACIP or supported by HRSA, as described above, will also be covered as preventive. All preventive care services are provided at no Cost Share to Members; however, reasonable medical management techniques may be used to determine the frequency, method, treatment, or clinical setting for a recommended preventive service, to the extent not specified in the recommendation or guideline regarding that preventive service.

Preventive care services are covered in accordance with the following recommendations and guidelines:

- Recommendations made by the U.S. Preventive Services Task Force (USPSTF) with a rating of "A" or "B", available at www.uspreventiveservicestaskforce.org.
- Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC), available at www.cdc.gov/vaccines/acip/.

- Health Resources and Services Administration (HRSA)-supported women's preventive services guidelines, available at www.hrsa.gov/womens-guidelines.
- Bright Futures guidelines for Children and adolescents, developed by the HRSA with the American Academy of Pediatrics, available at mchb.hrsa.gov/programs-impact/programs/preventive-guidelines-screenings-women-children-youth.

The USPSTF, ACIP or HRSA may update their recommendations and guidelines periodically. Any change in benefits required as a result of a new or updated recommendation or guideline will be effective for Benefit Years that begin on or after the date that is one year after the date the recommendation or guideline is issued. For example, if your Benefit Year begins January 1 of each year and the USPSTF issues a new recommendation with a rating of "A" on September 1, 2022, the benefit changes required would take effect January 1, 2024 (the start of your Benefit Year that begins one year after the USPSTF issued its recommendation). In the event of a safety recall or otherwise significant safety concern, or if the USPSTF downgrades a particular recommendation to a "D" rating, coverage of the affected item or service may cease prior to the end of your Benefit Year.

Professional Services

The following Professional Services (provided by a Plan Physician or other licensed health professional) are covered. The Cost Share for Professional Services is determined based on the type and location of the service. Please see the Summary of Benefits.

- 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 (FDA) and provided by and used at the physician's office or facility.

Prosthetic and Orthotic Services

Prosthetic and certain orthotic services are covered if all of the following requirements are met:

- The device is in general use, intended for repeated use and primarily and customarily used for medical purposes.
- The device is the standard device that adequately meets your medical needs.

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 Bone Anchored Hearing Aids (BAHA) or processors) and

prosthetic devices relating to laryngectomy or mastectomy.

The following external prosthetic and orthotic devices are covered:

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx. (This coverage does not include electronic voice-producing machines, which are not prosthetic devices.)
- Prostheses needed after a Medically Necessary mastectomy and up to three brassieres required to hold a breast prosthesis every 12 months.
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a Plan Physician or by a Plan Provider who is a podiatrist.
- Compression burn garments and lymphedema wraps and garments.
- Enteral and parenteral nutrition: enteral formula and additives, adult and pediatric, including for inherited diseases of metabolism; enteral feeding supply kits; enteral nutrition infusion pump; enteral tubing; gastrostomy/jejunostomy tube and tubing adaptor; nasogastric tubing; parenteral nutrition infusion pump; parenteral nutrition solutions; stomach tube; and supplies for self-administered injections.
- Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect.

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 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, spina bifida, diabetes and foot disfigurement caused by accident or developmental disability.

Foot orthotics are covered for diabetic Members. Coverage includes therapeutic shoes (depth or custom-molded) and inserts Medically Necessary 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 their license and when not caused by misuse or loss. The applicable Cost Share, listed on the Summary of Benefits, 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 Cost Share.

Radiology Services

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.
- For gender dysphoria, reconstructive surgery of primary and secondary sex characteristics to improve function, or create a normal appearance to the extent possible, for the gender with which the Member identifies, in accordance with the standard of care as practiced by physicians specializing in reconstructive surgery who are competent to evaluate the specific clinical issues involved in the care requested.

The Cost Share for reconstructive surgical services is determined based on the type and location of the service. Please see the Summary of Benefits.

Skilled Nursing Facility Services

Skilled Nursing Facility services are covered for up to a maximum of 100 days per benefit period 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. A benefit period begins the day you are admitted to a hospital or Skilled Nursing Facility at a skilled level of care. The benefit period ends on the date you have not been an inpatient in a hospital or Skilled Nursing Facility, receiving a skilled level of care, for 60 days in a row. If you go into a hospital or a Skilled Nursing Facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods. A prior 3-day stay in the acute care hospital is not required to commence a benefit period.

Covered Benefits include:

- Physician and skilled nursing on a 24-hour basis.
- Room and board.
- Imaging and laboratory procedures.
- Respiratory therapy.
- Short-term physical, occupational and speech therapy.
- Medical social services.
- Prescribed drugs and medications.
- Medical supplies, appliances and equipment normally furnished by the Skilled Nursing Facility.
- Behavioral Health Treatment for autism spectrum disorder.
- Blood, blood products and their administration.

Sterilization Services

Voluntary sterilization services are covered.

Substance Use Disorder Treatment

Sharp Health Plan covers Medically Necessary services for the diagnosis or treatment of Substance Use Disorders that fall under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Classification of Diseases or that are listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders, which include but are not limited to the following services:

- Physician services, including consultation and referral to other health care providers and prescription drugs when furnished or administered by a health care provider or facility
- Outpatient professional services, including but not limited to individual, group and family substance use counseling
- Medication management
- Diagnostic laboratory and diagnostic and therapeutic radiologic services
- Drug testing, both presumptive and definitive, including for initial and ongoing patient assessment during Substance Use Disorder treatment
- Home health services
- Intensive home-based treatment
- Preventive health services, as described under **Preventive Care Services**
- Emergency health care services, including ambulance and ambulance transport services and Out-of-Area coverage, as described under **Emergency Services and Care**.
- Inpatient detoxification: Drug or alcohol detoxification is covered as an Emergency

Medical Condition. Hospitalization in a Plan Hospital for medical management of withdrawal symptoms, including room and board, Plan Physician services, drugs, dependency recovery services, education, case management, counseling, and aftercare programs.

- Withdrawal management services
- Chemical dependency recovery hospitals
- Transitional residential recovery services: Substance Use Disorder treatment in a nonmedical transitional residential recovery setting if Authorized in advance by Plan. These settings provide counseling and support services in a structured environment.
- Outpatient Substance Use Disorder treatment: day-treatment programs, intensive outpatient programs (programs usually less than five hours per day), individual and group Substance Use Disorder counseling, medical treatment for withdrawal symptoms, partial hospitalization (programs usually more than five hours per day), and case management services.
- Outpatient Prescription Drugs prescribed for Substance Use Disorder pharmacotherapy
- Intensive community-based treatment, including assertive community treatment and intensive case management
- Narcotic (opioid) treatment programs
- Prescription Drugs, as described under **Outpatient Prescription Drugs.**
- Schoolsite services for a Substance Use Disorder that are delivered to a Member at a school site pursuant to Health and Safety Code section 1374.722
- Medically Necessary treatment of a Mental Health or Substance Use Disorder, including but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider, including Behavioral Health Crisis Stabilization Services.
- Services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court. Services provided to you pursuant to a CARE Agreement or a CARE Plan, excluding Prescription Drugs, will be provided with no Cost Sharing regardless of whether the service was provided by a Plan Provider or non-Plan Provider.

Other services are also covered if Medically Necessary for preventing, diagnosing, and treating a Substance Use Disorder, in accordance with current generally accepted standards of Substance Use Disorder care. Sharp Health Plan may not limit Substance Use Disorder coverage to short-term or acute treatment if a higher level of care is Medically Necessary.

Members have direct access to health care providers of Substance Use Disorder treatment without obtaining a PCP referral. In most cases, services must be provided by Plan Providers. Please call Magellan toll-free at 1-844-483-9013 whenever you need Substance Use Disorder treatment. All calls are confidential.

Prior Authorization is not required for outpatient Substance Use Disorder office visits, services received under a CARE Agreement or CARE Plan approved by a court, or Medically Necessary treatment of a Substance Use Disorder, including but not limited to Behavioral Health Crisis Services provided to you by a 988 center, mobile crisis team or other provider of Behavioral Health

Crisis Services. In most cases, services must be provided by Plan Providers. The following exceptions can be provided by Plan Providers or non-Plan Providers:

1. Medically Necessary treatment of a Substance Use Disorder, including but not limited to Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider, and
2. Services received under a CARE Agreement or CARE Plan approved by a court. If services for the Medically Necessary treatment of a Substance Use Disorder are not available in network within the geographic and timely access standards set by law or regulation, Sharp Health Plan will Authorize Medically Necessary out-of-network services and any Medically Necessary follow-up services that, to the maximum extent possible, meet those geographic and timely access standards. You will pay in-network Cost Sharing for out-of-network services Authorized by the Plan and for any out-of-network Medically Necessary treatment of a Substance Use Disorder including, but not limited to, Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider.

You will not pay any Cost Sharing for services provided pursuant to a CARE Agreement or CARE Plan, excluding Prescription Drugs, regardless of whether the service was provided by a Plan Provider or non-Plan Provider.

You have the right to receive timely and geographically accessible Mental Health/Substance Use Disorder (MH/SUD) services when you need them. If Magellan fails to arrange those services for you with an appropriate provider who is in the health plan's network, the health plan must cover and arrange needed services for you from an out-of-network provider. If that happens, you do not have to pay anything other than your ordinary in-network cost-sharing.

If you do not need the services urgently, your health plan must offer an appointment for you that is no more than 10 business days from when you requested the services from the health plan. If you urgently need the services, your health plan must offer you an appointment within 48 hours of your request (if the health plan does not require prior authorization for the appointment) or within 96 hours (if the health plan does require prior authorization).

If your health plan does not arrange for you to receive services within these timeframes and within geographic access standards, you can arrange to receive services from any licensed provider, even if the provider is not in your health plan's network. To be covered by your health plan, your first appointment with the provider must be within 90 calendar days of the date you first asked the plan for the MH/SUD services.

If you have any questions about how to obtain MH/SUD services or are having difficulties obtaining services you can: 1) call your health plan at the telephone number on the back of your health plan identification card; 2) call the California Department of Managed Care's Help Center at 1-888-466-2219; or 3) contact the California

Department of Managed Care through its website at www.healthhelp.ca.gov to request assistance in obtaining MH/SUD services.

Termination of Pregnancy

Interruption of pregnancy (abortion) services, including outpatient surgery, inpatient hospital stays, and specialist visits, are covered with no Cost Share.

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 determined to be Experimental or Investigational Treatment, are covered.

Sharp Health Plan provides certain donation-related services for a donor, or an individual identified by the Plan Medical Group as a potential donor, whether or not the donor is a Member. These Sservices must be directly related to a covered transplant for the Member, which may include certain services for harvesting the organ, tissue, or bone marrow and for treatment of complications. We provide or pay for donation-related Sservices for actual or potential donors (whether or not they are Members).

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 Donate Life California 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 donatelifecalifornia.org to become an organ and tissue donor.

Urgent Care Services

Urgent Care Services are covered inside and outside the Service Area. Urgent Care Services means those services 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, 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 the Member has a pregnancy-related condition for which treatment cannot be delayed until the Member 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, you must contact your PCP prior to accessing Urgent Care Services.

Vision Services

The following special contact lenses are covered:

- Up to two (2) contact lenses per eye (including fitting and dispensing) in any 12-month period to treat aniridia (missing iris).
- Up to six (6) aphakic contact lenses per eye (including fitting and dispensing), per Calendar Year to treat aphakia (absence of the crystalline lens of the eye).

Standard intraocular lenses are covered after cataract surgery.

Pediatric Vision Services

The following services are a Covered Benefit for Children up to the age of 19:

- One routine vision exam including refraction and dilation every calendar year at no cost to the member.
- Lenses for glasses. One (1) pair of lenses covered in full (no cost to the Member) every Calendar Year, including single vision, bifocal, trifocal and lenticular; choice of glass, plastic, or polycarbonate.
- Frames for glasses. Standard frames within the Otis & Piper™ eyewear collection are covered in full (no cost to the Member) once each Calendar Year.
- Contact lenses. Contact lenses are covered once every Calendar Year, in lieu of eyeglasses (unless Medically Necessary) as follows:
  - Standard (one pair annually)
  - Monthly (six-month supply)
  - Bi-weekly (three-month supply
  - Dailies (three-month supply)
- Visually necessary contact lenses are covered. Necessary contact lenses, in lieu of glasses, are covered in full when verified by a Plan Provider for eye conditions that would hinder vision correction and regular eyeglasses and/or elective contact lenses are not the accepted standard of treatment. The conditions covered include aphakia, aniridia, anisometropia (must meet diopter

criteria), corneal transplant, high ametropia (must meet diopter criteria), nystagmus, keratoconus, corneal dystrophies, corneal neovascularization, corneal disorders, and other eye conditions that make contact lenses necessary and result in significantly better visual acuity.

- Low vision services. Low vision is a significant loss of vision but not total blindness. Ophthalmologists and optometrists specializing in low vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for Members with low vision. Covered low vision services will include one comprehensive low vision evaluation every year, approved low vision aids, such as high-power spectacles, magnifiers and telescopes are covered in full.
- Call Vision Service Plan (VSP) Customer Call Center at 1-800-877-7195 or visit www.VSP. com for more information about how to access pediatric vision benefits.

Wigs or Hairpieces

A wig or hairpiece (synthetic, human hair or blends) is covered if prescribed by a physician as a prosthetic for hair loss due to injury, disease, or treatment of a disease (except for androgenetic alopecia). Sharp Health Plan will reimburse you up to $300 per Calendar Year for a wig or hairpiece from a provider of your choice.

What Is Not Covered?

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 Summary of Benefits.

Exclusions include any services or supplies that are:

1. Not Medically Necessary;
2. In excess of the limits described in this Member Handbook or described in the Summary of Benefits;
3. Specified as excluded in this Member Handbook;
4. Not provided by Plan Providers, unless:
   a. Services have been prior Authorized by the Plan to be received from non-Plan Providers; or
   b. Services are for Emergency, or Out-of-Area Urgent Care; or
   c. Services are Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to out-of-network services as described under **Mental Health Services** or **Substance Use Disorder Treatment**, or Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider of Behavioral Health Crisis Services, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.
5. Not prescribed by a Plan Physician, unless coverage is required for treatment of an Emergency Medical Condition, Medically Necessary treatment of a Mental Health or Substance Use Disorder, including, but not limited to Behavioral Health Crisis Services provided by a 988 center or mobile crisis team or other provider of Behavioral Health Crisis Services, and services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court, or unless services are prescribed as part of a treatment plan prior Authorized by the Plan with a non-Plan provider; a Prescription is not required to trigger coverage of over-the-counter FDA approved contraceptive drugs, devices, and products;
6. Not Authorized in advance by your PCP, your PMG, Magellan or Sharp Health Plan, if required to be Authorized (exception: services listed in the **Obtain Required Authorization** section of this Member Handbook do not require Authorization);
7. Part of a treatment plan for non-Covered Benefits; or
8. Received prior to the Member's effective date of coverage or after the Member's termination from coverage under this Membership Agreement.

Ambulance and Medical Transportation Services

Ambulance services are not covered when a Member does not reasonably believe that his or her medical condition is an Emergency Medical Condition that requires ambulance transport services, unless for a nonemergency

ambulance service listed as covered in this Member Handbook. Ambulance service is not covered when used only for the Member's convenience. Wheelchair transportation service is also not covered.

Chiropractic Services

Chiropractic services are not covered.

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.
- Drugs, items, devices and services provided solely to satisfy data collection and/or analysis needs and not used in the direct clinical management of the Member.
- Drugs, items, devices and other health care services that, except for the fact that they are being provided in a clinical trial, are otherwise excluded from coverage under this Membership Agreement.
- Drugs, items, devices and other health care services customarily provided by the research sponsor free of charge to a clinical trial participant.
- The investigational drug, item, device, or service itself.
- Services that are clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Cosmetic Services and Supplies

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. (Medically Necessary treatment of gender dysphoria, as described under **Gender-Affirming Care**, is not excluded from coverage. Medically Necessary treatment of Mental Health or Substance Use Disorders resulting in hair loss is not excluded from coverage.)
- Treatment of obesity by medical and surgical means, except for services determined by Sharp Health Plan to be Medically Necessary for the treatment of severe (Class III) obesity. In no instance shall treatment for obesity be covered when provided primarily for cosmetic reasons.

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, unless covered under the pediatric dental benefit for Members under the age of 19. 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. An exception to this is certain ostomy and urological supplies. See **Ostomy and Urological Services** for more information.

Durable Medical Equipment (DME)

The following items are not covered:

- 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.
- 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.
- Generators or accessories to make home dialysis equipment portable for travel.
- Deluxe equipment such as items for comfort, convenience, upgrades or add-ons.
- More than one piece of equipment that serve the same function, when the additional DME is not Medically Necessary.
- Replacement of lost or stolen DME.

Emergency Services

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

Experimental or Investigational Services

Experimental or Investigational Services are not covered. This includes any evaluation, treatment, therapy, or device which involves the application, administration or use of procedures, techniques, equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, or chemical compounds if, as determined by Sharp Health Plan, one of the following is true:

- Such evaluation, treatment, therapy, or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA), and approval

for marketing has not, in fact, been given at the time such service is furnished to the Member.

- Such evaluation, treatment, therapy or device is provided pursuant to a written protocol that describes among its objectives the following: determinations of safety, efficacy, toxicity, maximum tolerated dosage(s) or efficacy in comparison to the standard evaluation, treatment, therapy or device.
- Such evaluation, treatment, therapy or device is delivered or should be delivered subject to the approval and supervision of an institutional review board or other entity as required and defined by federal regulations.
- Such evaluation, treatment, therapy, or device is the subject of an ongoing Phase I or II clinical trial, or experimental or research arm of a Phase III clinical trial.
- The consensus among experts, as expressed in published authoritative medical literature, is that further studies, research, or clinical investigations are necessary to determine maximum tolerated dosage(s), toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the medical condition in question.
- There is no consensus among practicing physicians that the treatment, therapy, or device is safe and effective for the condition in question.
- Such evaluation, treatment, therapy or device is not yet considered the standard of care by a nationally recognized technology assessment organization, specialty society or medical review organization in treating patients with the same or similar condition.

This exclusion does not apply to the following:

- Medically Necessary Experimental and Investigational Treatment for a Member with a Life-Threatening Condition or Seriously Debilitating Condition, as determined by Sharp Health Plan and described in the section titled **Experimental or Investigational Services** in the **What Are Your Covered Benefits?** portion of this Member Handbook.
- Services covered under the sections titled **Clinical Trials** or **Experimental or Investigational Services** in the **What Are Your Covered Benefits?** portion of this Member Handbook.

If a service is denied because it is deemed to be an Experimental or Investigational Service, a terminally ill Member may be entitled to request an external Independent Medical Review of the coverage decision. If you would like more information about the decision criteria, or would like a copy of Sharp Health Plan's policy regarding external Independent Medical Reviews, please call Customer Care.

Family Planning Services

The following services are not Covered Benefits:

- Reversal of voluntary sterilization.
- Non-FDA-approved 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 and Counseling

Genetic testing, treatment and counseling are 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 benefit 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 services were provided or Authorized by the Member's Primary Care Physician or Plan Medical Group in accordance with the terms of the Plan or if the services were Emergency Services or Urgent Care Services. This exclusion does not restrict the Plan's liability with respect to expenses for Covered Benefits solely because the expenses were incurred in a state or county hospital; however, the Plan's liability with respect to expenses for Covered Benefits provided in a state or county hospital is limited to the reimbursement that the Plan would pay for those Covered Benefits 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.

The Hearing Aid Coverage for Children Program (HACCP) offers state-funded hearing aid coverage to eligible children and youth, ages 0-20. To learn more and apply, visit www.dhcs.ca.gov/HACCP.

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 Benefits:

- Infertility services, including treatment of the Member's underlying infertility condition. Infertility is defined as a condition or status characterized by the following: (1) A licensed physician's findings, based on a patient's medical, sexual, and reproductive history, age, physical findings,

diagnostic testing, or any combination of those factors; (2) A person's inability to reproduce either as an individual or with their partner without medical intervention; or (3) The failure to establish a pregnancy or to carry a pregnancy to live birth after regular, unprotected sexual intercourse. For purposes of this section, "regular, unprotected sexual intercourse" means no more than 12 months of unprotected sexual intercourse for a person under 35 years of age or no more than 6 months of unprotected sexual intercourse for a person 35 years of age or older. Pregnancy resulting in miscarriage does not restart the 12-month or 6-month time period to qualify as having infertility.

- 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.
- Any service, procedure, or process that prepares the Member for noncovered ART procedures.
- Collection, preservation, or purchase of sperm, ova, or embryos. This exclusion does not apply to Medically Necessary Standard Fertility Preservation Services when a covered medical treatment may directly or indirectly cause Iatrogenic Infertility.
- 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 Member Handbook.

Massage Therapy Services

Massage therapy is not covered, unless the massage therapy services are part of a physical therapy treatment plan described as covered in this Member 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.
- The following doula services are excluded from coverage: belly binding, birthing ceremonies (e.g., sealing, closing the bones, etc.), group classes on babywearing, massage (maternal or infant), photography, placenta encapsulation, shopping, vaginal steams, and yoga.

Medical Benefit Drugs

The exclusions listed under the **Outpatient Prescription Drugs** section of this Member Handbook also apply to drugs covered under the medical benefit. Please refer to the **DRUGS, SERVICES AND SUPPLIES COVERED**

UNDER YOUR MEDICAL BENEFIT subsection for information about Medical Benefit Drugs covered by Sharp Health Plan.

Mental Health Services

The following services are not Covered Benefits unless determined to be Medically Necessary* for diagnosis or treatment of a Mental Health Disorder:

- Any court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody, or visitation except for services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.
- Counseling for occupational problems.
- Counseling for relational problems (e.g., couples counseling or family counseling).
- I.Q. testing.

Services for conditions that the most recent edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (DSM) or International Classification of Diseases (ICD) identifies as something other than a Mental Disorder are not covered.

Changes in terminology, organization, or classification of Mental Health and Substance Use Disorders in future versions of the DSM or ICD shall not affect the conditions covered by the Plan as long as a condition is commonly understood to be a Mental Health or Substance Use Disorder by health care providers practicing in relevant clinical specialties.

Any services provided to you by an Employee Assistance Program (EAP) offered by an employer are not Covered Benefits. Sharp Health Plan does not provide EAP services.

* Benefits or coverage for Medically Necessary services shall not be limited or excluded on the basis that those services should be covered by a public entitlement program, including, but not limited to, special education or an individualized education program, Medicaid, Medicare, Supplemental Security Income, or Social Security Disability Insurance.

Non-Preventive Physical or Psychological Examinations

Physical or psychological examinations required for court hearings, travel, premarital, preadoption, 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 Authorized in advance by the Plan.

Ostomy and Urological Supplies

Comfort, convenience, or luxury equipment or features are not covered.

Outpatient Prescription Drugs

EXCLUSIONS AND LIMITATIONS TO THE OUTPATIENT PRESCRIPTION DRUG BENEFIT

The services and supplies listed below are exclusions and limitations to your Outpatient Prescription Drug benefits and are not covered by Sharp Health Plan:

1. Drugs dispensed by a person or entity other than a Plan Pharmacy, except as Medically Necessary for treatment of an Emergency Medical Condition or urgent care condition or dispensed as Medically Necessary treatment of a Mental Health or Substance Use Disorder including, but not limited to, Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider, or required

or recommended pursuant to a CARE Agreement or a CARE Plan approved by a court.

2. Drugs prescribed by non-Plan Providers and not Authorized by Sharp Health Plan, except when coverage is otherwise required for treatment of an Emergency Medical Condition or urgent care condition, or dispensed as Medically Necessary treatment of a mental health or Substance Use Disorder including, but not limited to, Behavioral Health Crisis Services provided by a 988 center, mobile crisis team or other provider, or required or recommended pursuant to a CARE Agreement or a CARE Plan approved by a court.
3. Over-the-counter medications or supplies, except for over-the-counter FDA-approved contraceptive drugs, devices, and products, even if written on Prescription, except as specifically identified as covered in the Sharp Health Plan Formulary. This exclusion does not apply to over-the-counter products that we must cover as a "preventive care" benefit under federal law with a Prescription or over-the-counter products that we must cover under California State law without a Prescription or if the Prescription legend drug is Medically Necessary due to a documented treatment failure or intolerance to the over-the-counter equivalent or therapeutically comparable drug.
4. Drugs dispensed in institutional packaging (such as unit dose) and drugs that are repackaged.
5. Drugs that are packaged with over-the-counter drugs or other non-Prescription items/supplies, except for over-the-counter FDA approved contraceptive drugs, devices, and products.
6. Vitamins (other than pediatric or prenatal vitamins listed on the Formulary).
7. Drugs and supplies prescribed solely for the treatment of hair loss, athletic performance, sexual dysfunction, cosmetic purposes, anti-aging for cosmetic purposes, and mental performance. (Drugs for mental performance are covered when they are Medically Necessary to treat Mental Health or Substance Use Disorders or medical conditions affecting memory, including, but not limited to, treatment of the conditions or symptoms of dementia or Alzheimer's disease. Drugs for treatment of hair loss or sexual dysfunction are covered when they are Medically Necessary to treat Mental Health or Substance Use Disorders.)
8. Herbal, nutritional and dietary supplements.
9. Drugs prescribed solely for the purpose of shortening the duration of the common cold.
10. Dental products and medications prescribed for a dental treatment (such as mouthwash to prevent gum disease) are not covered. Drugs prescribed by a dentist to treat a medical condition (such as antibiotics to treat an infection) are covered.
11. Drugs and supplies prescribed in connection with a service or supply that is not a Covered Benefit, unless required to treat a complication that arises as a result of the service or supply.
12. Travel and/or required work-related immunizations.
13. Infertility drugs are excluded.
14. Drugs obtained outside of the United States, unless furnished in connection with Urgent Care Services or Emergency Services.

15. Drugs that are prescribed solely for the purposes of losing weight, except when Medically Necessary for the treatment of severe (Class III) obesity or Mental Health and Substance Use Disorders. Members must be enrolled in a Sharp Health Plan-approved comprehensive weight loss program prior to or concurrent with receiving the weight loss drug and meet Plan criteria for coverage, when prescribed for treatment of severe (Class III) obesity.
16. Off-label use of FDA-approved Prescription Drugs, unless the drug is recognized for treatment of such indication in one of the standard reference compendia (the United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or the American Hospital Formulary Service Drug Information) or the safety and effectiveness of use for the indication has been adequately demonstrated by at least two studies published in a nationally recognized, major peer-reviewed journal.
17. Replacement of lost, stolen, or destroyed medications.
18. Compounded medications, unless determined to be Medically Necessary and prior Authorization is obtained.
19. Brand-Name Drugs when a generic equivalent is available.
20. Any Prescription Drug for which there is an over-the-counter product that has the identical active ingredient and dosage as the Prescription Drug, except for over-the-counter FDA-approved contraceptive drugs, devices, and products.

The exclusions listed above do not apply to:

1. Coverage of an entire class of Prescription Drugs when one drug within that class becomes available over-the-counter, except for FDA-approved contraceptive drugs, devices, and products.
2. Drugs listed on Sharp Health Plan's Formulary.
3. Over-the-counter products that are specifically covered and listed as a preventive care benefit under California State or federal law. Covered preventive drugs include FDA-approved tobacco cessation drugs and FDA-approved contraceptive drugs, including FDA-approved contraceptive drugs, devices, and products available over the counter. Preventive drugs are provided at $0 Cost Share, subject to certain exceptions. For more information regarding coverage of certain over-the-counter drugs as preventive drugs, please see the Plan Formulary and the **Family Planning Services** and **Preventive Care Services** benefit categories in the **What Are Your Covered Benefits?** section of this Member Handbook.
4. Insulin, glucagon and insulin syringes. These items are covered when Medically Necessary, even if they are available without a Prescription. Please see the **Diabetes Treatment** benefit category in the **What Are Your Covered Benefits?** section of this Member Handbook for information about equipment and supplies for the management and treatment of diabetes.
5. Items that are approved by the FDA as a medical device. Please refer to the **Disposable Medical Supplies, Durable Medical Equipment**, and **Family Planning Services** benefit categories in the **What Are Your Covered Benefits?**

section of this Member Handbook for information about medical devices covered by Sharp Health Plan.

Some drugs are commercially available as both a brand-name version and a generic version. It is the policy of Sharp Health Plan that when a generic version is available, Sharp Health Plan does not cover the corresponding Brand-Name Drug. Sharp Health Plan requires the dispensing pharmacy to dispense the Generic Drug, unless prior Authorization for the Brand-Name Drug is obtained. In a few cases, the Brand-Name Drug is included on the Formulary, but the generic equivalent is not. When that occurs, the Brand-Name Drug will be dispensed and you will be charged the Drug Tier 1 Cost Share. When an interchangeable biological product is available, the pharmacy may be required to fill your Prescription with the interchangeable biological product unless prior Authorization is obtained and the reference product (defined as the existing FDA-approved biologic) is determined to be Medically Necessary.

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.
- A prosthetic shoe that is an integral part of a prosthesis.
- Special footwear needed by persons who suffer from foot disfigurement including disfigurement from cerebral palsy, arthritis, polio, spina bifida, 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 unless Medically Necessary for treatment of a Mental Health or Substance Use Disorder.

Sterilization Services

Reversal of sterilization services is not covered.

Substance Use Disorder Treatment

Any court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody, or visitation is not covered unless determined to be Medically Necessary for diagnosis or treatment of a Substance Use Disorder. This does not apply to services received as part of a Community Assistance Recovery and Empowerment (CARE) Agreement or CARE Plan approved by a court.

Any services provided to you by an Employee Assistance Program (EAP) offered by an employer are not Covered Benefits. Sharp Health Plan does not provide EAP services.

Services for conditions that the most recent edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (DSM) or International Classification of Diseases (ICD) identifies as something other than a mental health condition or Substance Use Disorder are not covered. Changes in terminology, organization, or classification of Mental Health and Substance Use Disorders in future versions of the DSM or ICD shall not affect the conditions covered by the Plan as long as a condition is commonly understood to be a Mental Health or Substance Use Disorder by health care providers practicing in relevant clinical specialties.

Benefits or coverage for Medically Necessary services shall not be limited or excluded on the basis that those services should be covered by a public entitlement program, including, but not limited to, special education or an individualized education program, Medicaid, Medicare, Supplemental Security Income, or Social Security Disability Insurance.

Vision Services

Vision services are not covered unless specifically listed as covered in this Member Handbook. Vision services that are specifically not covered for Members age 19 and older 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 (for adults 19 and older).
- Routine vision examinations (for adults 19 and older).
- Eye refractions for the fitting of glasses.
- Cosmetic materials, including anti-reflective coating, color coating, mirror coating, blended lenses, cosmetic lenses, laminated lenses, oversize lenses, photochromic lenses, tinted lenses (except Pink #1 and Pink #2), and progressive multifocal lenses.
- Plano lenses (less than ± .50 diopter power).
- Lenses and frames that are lost or stolen except at the normal intervals when services are otherwise available.

Other Exclusions

- 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, unless Medically Necessary for treatment of Mental Health or Substance Use Disorder.
- 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. Sharp Health Plan shall provide Members who have been displaced or whose health may otherwise be affected by a state of emergency, as declared by the Governor pursuant to Section 8625 of the Government Code, or a health emergency, as declared by the State Public Health Officer pursuant to Section 101080, access to Medically Necessary health care services. In the event that Plan Providers are not available to provide Medically Necessary Covered Benefits in a timely manner during any major disaster, act of war or epidemic, but such services are available from non-Plan Providers, Members may request a referral to a non-Plan Provider.
- 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?

When Are You Eligible To Enroll in Sharp Health Plan?

To enroll and continue enrollment in Sharp Health Plan, you must meet all eligibility requirements in this section, including Service Area requirements.

To request enrollment directly with Sharp Health Plan, you must submit an Enrollment Application that includes your information and the information of any Dependents that you would like to enroll in coverage. If the information in the Enrollment Application is unclear or incomplete, you may be asked to provide additional information necessary to complete your application. If your Enrollment Application and Membership Agreement is approved, we will notify you of the date your coverage will begin. Sharp Health Plan does not impose any preexisting condition exclusions.

To enroll through the Covered California Health Benefits Exchange, you must apply at www.CoveredCA.com or submit an Enrollment Application to Covered California. Covered California will make all enrollment determinations and will notify you and Sharp Health Plan of the date your coverage will begin. You may also apply with the assistance of a broker or other certified assister or enrollment counselor.

Members must live within Sharp Health Plan's Service Area.

When Is a Dependent Eligible To Enroll in Sharp Health Plan?

Dependents may enroll during the Subscriber's initial application or upon renewal of the policy. Enrollment begins at 12:01 a.m. on the date established by your Membership Agreement.

For purposes of eligibility, Children of the Subscriber include:

- The naturally born Children, legally adopted Children, or stepchildren of the Subscriber;
- Children for whom the Subscriber has been appointed a legal guardian by a court;
- Children for whom the Subscriber is required to provide health coverage pursuant to a qualified medical support order;
- Children, not including foster Children, for whom the Subscriber has assumed a parent-child relationship, as indicated by intentional assumption of parental status, or assumption of parental duties, by the Subscriber, and as certified by the Subscriber at the time of enrollment of the Child and annually thereafter.

A grandchild of the Subscriber is not eligible for enrollment, unless the Subscriber has been appointed legal guardian of the grandchild or the Subscriber has assumed a parent-child relationship of the grandchild, as described above.

Dependent Children remain eligible up to age 26, regardless of student, marital, or financial status. An enrolled Dependent Child who reaches age 26 during a Benefit Year may remain enrolled as a Dependent until the end of that Benefit Year. The Dependent Child's coverage shall end on the last day of the Benefit Year during which the Dependent Child becomes ineligible.

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. For purposes of this provision, a Child is considered Totally Disabled while the Child is and continues to meet both of the following criteria:

1. Incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness or condition; and
2. Chiefly dependent upon the Subscriber for support and maintenance.

Sharp Health Plan will notify the Subscriber at least 90 days prior to a Dependent Child attaining the limiting age of 26 that the Dependent Child's coverage will terminate. The notification will inform the Subscriber that the Dependent Child's coverage will terminate upon attainment of the limiting age of 26, unless the Subscriber requests continued coverage of the Totally Disabled Child within 60 days of the date the Subscriber receives the notification.
The Subscriber's request must include a written statement and supporting clinical documentation from the Dependent's Plan Physician describing the disability. Upon receipt of a request by the Subscriber for continued coverage of the Child and the Plan Physician's documentation, Sharp Health Plan will determine if the Child meets the criteria described above. Coverage for such Child will continue until Sharp Health Plan makes its determination. Sharp Health Plan may request documentation to verify that the Child continues to meet the criteria above, but no more frequently than annually after the two-year period following the Child's reaching age 26.

Dependents are not required to live with the Subscriber. 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 Services or Urgent Care Services.

Newborns

The newborn Child of an enrolled Subscriber or an enrolled Subscriber's Spouse or Domestic Partner is automatically covered for the first 31 days from the date of the newborn's birth, and the adopted Child of an enrolled Subscriber or enrolled Subscriber's Spouse or Domestic Partner is covered for 31 days from the date you are legally entitled to control the health care of the adopted Child. If you wish to continue coverage for your newborn or adopted Child beyond the initial 31-day period and you are enrolled in a benefit plan through the Covered California Health Benefits Exchange, you must contact Covered California to submit an Enrollment Application for the Child to be enrolled in Sharp Health Plan within the initial 31-day period following birth or adoption. If you wish to continue coverage for your newborn or adopted Child beyond the initial 31-day

period and you are enrolled in a benefit plan directly through Sharp Health Plan, you must submit an Enrollment Application for the Child to Sharp Health Plan within the initial 31-day period following birth or adoption. A birth or adoption certificate may be required as proof of Dependent status. If applicable, Sharp Health Plan may coordinate the cost of care if the Child is also covered by another health insurance carrier.

If you are enrolled in a benefit plan directly through Sharp Health plan, you must submit an Enrollment Application to Sharp Health Plan for a newborn or adopted Child, even if you currently have Dependent coverage. If you are enrolled in a benefit plan through the Covered California Health Benefits Exchange, you must submit an Enrollment Application to Covered California for a newborn or adopted Child, even if you currently have Dependent Coverage. Grandchildren are not eligible for enrollment, unless you have been appointed legal guardian of the grandchild(ren).

Premium charges for a newborn or adopted Child will be charged beginning the month following the month of birth or adoption.

When Does Coverage Begin?

Coverage will begin for an applicant (and any Dependents) who meet the eligibility requirements outlined in this Member Handbook as outlined below.

Annual Open Enrollment Period

During the Open Enrollment Period, you may apply for enrollment, add Dependents to your benefit plan, or change your benefit plan. With respect to individual health benefit plans offered outside the Covered California Health Benefits Exchange, the annual Open Enrollment Period begins November 1 and extends through January 31 of each year. With respect to individual health benefit plans offered through the Covered California Health Benefits Exchange, the annual Open Enrollment Period begins November 1 and extends through January 31 of each year.

Your coverage (and coverage for any applicable Dependents) will begin as long as you have paid the full Premium before your coverage start date, as indicated in the table below:

Plan receives application	Coverage begins
On or before December 15	January 1
December 16 – January 31	February 1

Can You or Your Dependents Enroll Outside the Open Enrollment Period?

You may enroll in a health plan or make changes to your coverage outside of the annual Open Enrollment Period as a result of the following triggering events. This type of enrollment is called a “Special Enrollment.”

- You or your Dependent loses minimum essential coverage that includes but is not limited to, loss of that coverage due to the following circumstances:
    - Loss of eligibility for coverage as a result of legal separation, divorce, cessation of dependent status (such as attaining the maximum age to be eligible as a Dependent Child under the plan), death of an employee, termination of employment, reduction

in the number of hours of employment, and any loss of eligibility for coverage after a period that is measured by reference to any of the foregoing;

- Loss of coverage in the individual market because an individual no longer resides, lives, or works in the Service Area (whether or not within the choice of the individual);
- Loss of coverage in the group market because an individual no longer resides, lives, or works in the Service Area (whether or not within the choice of the individual) and no other benefit package is available to the individual;
- A situation in which a health plan no longer offers any benefits to the class of similarly situated individuals that includes the individual;
- Termination of employer contributions; or
- Exhaustion of COBRA continuation coverage.

- You gain a Dependent or become a Dependent.
- You are mandated to be covered as a Dependent pursuant to a valid state or federal court order;
- You have been released from incarceration.
- Your health coverage issuer substantially violated a material provision of the health coverage contract.
- You gain access to new health benefit plans as a result of a permanent move.
- You were receiving services from a contracting provider under another health benefit plan for one of six conditions (Acute Condition, Serious Chronic Condition, pregnancy, Terminal Illness, pending surgery or other procedure, or care of newborn Child between birth and age 36 months), and that provider is no longer participating in the health benefit plan.
- You demonstrate to the Covered California Health Benefits Exchange (with respect to health benefit plans offered through Covered California), or to the Department of Managed Health Care (with respect to health benefit plans offered outside Covered California), that you did not enroll in a health benefit plan during the immediately preceding enrollment period available to the you because you were misinformed that you were covered under minimum essential coverage.
- You are a member of the reserve forces of the United States military returning from active duty or a member of the California National Guard returning from active duty service under Title 32 of the United States Code.
- With respect to individual health benefit plans offered through Covered California, you or your Dependent:
  - Loses minimum essential coverage;
  - Is enrolled in any non-Calendar Year group health plan or individual health insurance coverage, even if you or your dependent has the option to renew such coverage. The date of the loss of coverage is the last day of the plan or policy year;
  - Loses pregnancy-related coverage under Medi-Cal; or
  - Loses medically needy coverage as described under Section 1902(a)(10)(C) of the Social Security Act once per Calendar Year.

Special Enrollment Coverage Effective Dates

- If you or your Dependent qualifies for a Special Enrollment reason, you have 60 days from the date of a triggering event to apply for coverage. You will need to provide supporting documentation or an attestation, depending on your reason for Special Enrollment. You will need to pay your first month's Premium for the following coverage effective dates to apply.
- If your application is received between the first and the fifteenth day of any month, coverage will begin on the first day of the following month.
- If your application is received between the sixteenth and the last day of any month, coverage will begin on the first day of the second following month.
- In the case of marriage, or in the case where a qualified individual loses minimum essential coverage, coverage will begin on the first day of the following month.
- In the case of birth, adoption or placement for adoption, coverage will begin on the date of birth, adoption, or placement for adoption, but advance payments of the Premium Tax Credit and Cost Sharing reductions, if applicable, will not be effective until the first day of the following month, unless the birth, adoption, or placement for adoption occurs on the first day of the month.

How Do You Update Your Enrollment Information?

Please notify the Plan of any changes to your Enrollment Application within 30 calendar days of the change. Notify the Plan of changes to your name, address, telephone number, marital status, or the status of any enrolled Dependents. If you enrolled in the Plan through Covered California, please notify Covered California of any changes to your name, address, telephone number, marital status, the status of any enrolled Dependents or any other change that may affect your enrollment. Covered California will notify Sharp Health Plan.

If you wish to change your Primary Care Physician or Plan Medical Group, please contact Customer Care at 1-858-499-8300 or toll-free at 1-800-359-2002 or by email at customer.service@sharp.com.

What if You Are Eligible For Medicare?

It is your 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.

This plan is not intended for most Medicare beneficiaries. However, if you have Medicare coverage, we will coordinate benefits with your Medicare coverage under Medicare rules. Medicare rules determine which coverage is primary (pays first) and which coverage is secondary (pays second). You must give us any information we request to help us coordinate

benefits according to Medicare rules. If you have questions about Medicare rules for coordinating coverage, please contact Medicare at 1-800-MEDICARE (1-800-633-4227). TTY users can call 1-877-486-2048.

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 receives 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?

Your Membership Agreement with Sharp Health Plan is renewed annually. We will notify you if the Agreement is terminated or amended. We will also notify you if your Premium changes. If you are receiving a Premium Tax Credit and/or California Premium Subsidy, the Covered California Health Benefits Exchange will notify you of any changes in the Premium Tax Credit or California Premium Subsidy. If the Membership Agreement is canceled or discontinued, you will not be able to renew or reinstate the coverage. (Please refer to the section **Cancellation of the Membership Agreement for Nonpayment of Premiums**). If your health coverage is provided through Covered California, please contact Covered California regarding your rights for reinstatement.

In the event of an amendment to the Membership Agreement that affects any Cost Share, Covered Benefits, services, exclusions or limitations described in this Membership Agreement and Member Handbook, you will be given a new Membership Agreement and Member Handbook or amendments to this Membership Agreement and 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?

Termination of Membership

If your Membership terminates, all rights to benefits end at midnight on the termination date (for example, if your termination date is January 1, 2022, your last moment of coverage was at 11:59 p.m. on December 31, 2021). You will be billed as a non-Member for any Covered Services you receive after your Membership terminates. When your Membership terminates under this section, Sharp Health Plan and Plan Providers have no further liability or responsibility under this Agreement. Upon termination, Sharp Health Plan will refund any amount due you for Premiums paid for unexpired periods of coverage, less any amounts due the Plan, within 30 days (unless the termination was due to fraud or deception in obtaining services or knowingly permitting such fraud or deception by another).

Termination by the Member

If you are enrolled in a benefit plan offered through the Covered California Health Benefits Exchange, you must terminate your Sharp Health Plan Membership Agreement by notifying Covered California or Sharp Health Plan at least 14 days before the requested effective date of termination. Your Membership Agreement will end at 12:00 a.m. 14 days after you notify Covered California or Sharp Health Plan, on a later date that you request, or on an earlier date that you request if Sharp Health Plan agrees to an earlier date.

If you are enrolled in a benefit plan offered through Covered California, Covered California may permit you to retroactively terminate or cancel your coverage if you demonstrate to Covered California one of the following:

- You attempted to terminate your coverage and experienced a technical error that did not allow you to terminate your coverage through Covered California. In such event, you must request retroactive termination within 60 days after discovering the technical error.
- Your enrollment through Covered California was unintentional, inadvertent, or erroneous and was the result of the error or misconduct of an officer, employee, or agent of Covered California or HHS, its instrumentalities, a Qualified Health Plan (QHP) issuer, or a non-Exchange entity providing enrollment assistance or conducting enrollment activities. In such event, you must request cancellation within 60 days of discovering the unintentional, inadvertent, or erroneous enrollment.
- You were enrolled in a QHP without your knowledge or consent by any third party, including third parties who have no connection with Covered California. In such event, you must request cancellation within 60 days of discovering the enrollment.

Please contact Covered California for questions regarding retroactive termination.

If you are enrolled in a benefit plan offered outside Covered California (i.e., you enrolled directly with Sharp Health Plan), you may terminate your Sharp Health Plan Membership Agreement by sending written notice to us. Termination of your Membership Agreement will be effective on the first day of the month following receipt of your written notice to cancel coverage or on a later date that you

request. Requests for retroactive termination will be granted if you request the termination within 60 days after the desired termination date and include proof of other coverage.

To notify us of your request for termination of coverage, send your written notice to the address below. The notice must be signed by the Subscriber and must include all amounts payable related to this Membership Agreement, including Premium, for the period prior to the termination effective date.

Sharp Health Plan
Attn: Enrollment Department
8520 Tech Way, Suite 200
San Diego, CA 92123

Please consider your options carefully before failing to maintain or renew coverage for a Child for whom you are responsible. If you attempt to obtain new individual coverage for that Child, the Premium for the same coverage may be higher than the Premium you pay now.

Loss of Subscriber and Dependent 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 Membership Agreement between you 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 coverage.
- When Covered California determines you no longer meet the eligibility requirements for enrollment through the Covered California Health Benefits Exchange. Coverage will end on the date provided to Sharp Health Plan by Covered California.
- 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.

Fraud or Intentional Misrepresentation of Material Fact

Coverage for you or your Dependent(s) will also end if either you or that Dependent(s) commit(s) an act of fraud or intentional misrepresentation of a material fact under the terms of this Membership Agreement 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 birth or place of residence.

In this case, Sharp Health Plan will send you a written notice 30 days before your coverage will end. In addition, Sharp Health Plan may decide to retroactively end your coverage to the date the fraud or misrepresentation occurred, but only if Sharp Health Plan identifies the act within your first 24 months of coverage. This type of retroactive termination is called a Rescission. If your coverage is retroactively terminated, Sharp Health Plan will send you the written notice 30 days prior to the effective date of the

Rescission. The notice will include information about your right to Appeal the decision.

Suspension of Coverage and Cancellation for Nonpayment of Premiums – Members Receiving Premium Assistance

If you and your covered Dependent(s) are enrolled in a benefit plan offered through the Covered California Health Benefits Exchange, you are receiving an advanced payment Premium Tax Credit, California Premium Subsidy or both, and you do not pay your Premiums when due, Sharp Health Plan will mail you a notice of payment delinquency. If you have previously paid at least one full month's Premium for your benefit plan, you will be provided a Grace Period of three consecutive months to pay the Premium owed. If any required Premium is not paid on or before the due date, it must be paid and received by Sharp Health Plan during this Grace Period.

During the first month of the Grace Period, Sharp Health Plan will continue to pay all claims covered under this Membership Agreement for health care services provided to you. If, however, you do not pay outstanding Premiums by the last day of the first month of the Grace Period, Sharp Health Plan may suspend your coverage (i.e., pend claims for services rendered) during the second and third months of the Grace Period. Sharp Health Plan will notify you and your Plan Providers prior to suspending your coverage. This Notice of Suspension will be sent to you and your Plan Providers if you have not paid outstanding Premiums by day 15 of the first month of the Grace Period. During this suspension of coverage, you remain responsible for making all delinquent and ongoing Premium payments.

If you pay all outstanding Premiums on or before the last day of the Grace Period, your coverage will be reinstated and all claims covered under this Membership Agreement for health care services provided to you will be paid, less any applicable Member Cost Share, from the date of suspension of coverage through the date of reinstatement. Sharp Health Plan will reimburse you for any expenses you incurred for Covered Benefits, less any applicable Member Cost Share, within thirty days of receiving your claim for Covered Benefits.

If you fail to pay all outstanding Premiums on or before the last day of the Grace Period, Sharp Health Plan may cancel this Membership Agreement and deny any claims for services during the second and third months of the Grace Period. If this occurs, Sharp Health Plan will mail you a Notice of End of Coverage, which will provide you with the following information:

- That the Membership Agreement has been cancelled for Nonpayment of Premiums.
- The specific date and time when your coverage ended.
- Sharp Health Plan's telephone number to call to obtain additional information.
- Other health care coverage options and your potential eligibility for reduced-cost coverage through Covered California or no-cost coverage through Medi-Cal (a program that offers free or low-cost health coverage for Children and adults with limited income and resources).
- Your rights under the law, including your right to submit Grievance to Sharp Health Plan or to the California Department of

Managed Health Care if you believe your benefit plan coverage has been improperly cancelled.

If your coverage is terminated for nonpayment, you are still responsible to pay Sharp Health Plan any Premium applicable to the period of time during which you were enrolled in Sharp Health Plan.

Cancellation of the Membership Agreement for Nonpayment of Premiums – Members Not Receiving a Premium Assistance

If you do not pay your Premiums when due, Sharp Health Plan will mail you a Notice of Start of Grace Period. If you are not receiving a Premium Tax Credit or California Premium Subsidy and you have previously paid at least one full month's Premium for your benefit plan, you will be provided a Grace Period of 30 days. The Grace Period begins on the day the Notice of Start of Grace Period is dated or on the day after the last date of paid coverage; whichever date is later. If any required Premium is not paid on or before the due date, it must be paid and received by Sharp Health Plan during the Grace Period.

Sharp Health Plan will mail you a Notice of Start of Grace Period at least 30 calendar days before any cancellation of coverage. This Notice of Start of Grace Period will provide you with information regarding the consequences of your failure to pay the Premiums due within 30 days of the date your Grace Period starts.

If payment is not received from you within 30 days of the date your Grace Period starts, Sharp Health Plan will cancel this Membership Agreement and mail you a Notice of End of Coverage, which will provide you with the following information:

- That the Membership Agreement has been cancelled for Nonpayment of Premiums.
- The specific date and time when your coverage ended.
- Sharp Health Plan's telephone number to call to obtain additional information.
- Other health care coverage options and your potential eligibility for reduced-cost coverage through Covered California or no-cost coverage through Medi-Cal (a program that offers free or low-cost health coverage for Children and adults with limited income and resources).
- Your rights under the law, including your right to submit a Grievance to Sharp Health Plan or to the California Department of Managed Health Care if you believe your benefit plan coverage has been improperly cancelled.

If your coverage is terminated for nonpayment, you are still responsible to pay Sharp Health Plan any Premium applicable to the period of time during which you were enrolled in Sharp Health Plan.

Termination for Discontinuance of a Product

Sharp Health Plan may terminate your Membership if the health benefit plan described in this Agreement is discontinued as permitted or required by law. If the Plan continues to offer other individual products, we may terminate your Membership under this product by sending you written notice at least 90 days before the termination date. The Plan will make available to you all health benefit plans that it makes available to new individuals. If the Plan ceases to offer all health care plans in the individual market, the Plan may terminate your Membership by

sending you written notice at least 180 days before the termination date.

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 or will be, cancelled, Rescinded, or not renewed due to health status or requirements for health care services, you have a right to submit a Grievance to Sharp Health Plan or to the Director of the Department of Managed Health Care, pursuant to Section 1365(b) of the California Health and Safety Code.

For information on submitting a Grievance to Sharp Health Plan, see the section titled **What is the Grievance or Appeal process?** in this Member Handbook. Sharp Health Plan will resolve your Grievance regarding an improper cancellation, Rescission or nonrenewal of coverage, or provide you with a pending status, within three calendar days of receiving your Grievance. If you do not receive a response from Sharp Health Plan within three calendar days, or if you are not satisfied in any way with the response, you may submit a Grievance to the Department of Managed Health Care as detailed below.

If you believe your coverage or your Dependent's coverage has been, or will be, improperly cancelled, Rescinded or not renewed, you may submit a Grievance to the Department of Managed Health Care without first submitting it to Sharp Health Plan or after you have received Sharp Health Plan's decision on your Grievance.

You may submit a Grievance to the Department of Managed Health Care online at: WWW.HEALTHHELP.CA.GOV

You may submit a Grievance to the Department of Managed Health Care by mailing your written Grievance to:

Help Center
Department of Managed Health Care
980 Ninth Street, Suite 500
Sacramento, California 95814-2725

You may contact the Department of Managed Health Care for more information on filing a Grievance at:

- PHONE: 1-888-466-2219
- TDD: 1-877-688-9891
- FAX: 1-916-255-5241

Other Information

When Do You Qualify for Continuity of Care?

Continuity of care means continued services, under certain conditions, with your current health care provider until your health care provider completes your care.

As a *newly enrolled* Sharp Health Plan Member, you may receive continuity of care for services otherwise covered under this Membership Agreement when:

- You are receiving care from a non-Plan Provider for one of the conditions listed below and, at the time your coverage with Sharp Health Plan became effective, were receiving such care from that provider; and
- Your previous health care coverage terminated due to your health plan either withdrawing from the market in your Service Area or ceasing to offer the health benefit plan you were enrolled in.
- You were not offered an out-of-network option and you were not given the option to continue with your previous health plan or provider.

As a *current* Sharp Health Plan Member, you may obtain continuity of care benefits when:

- Your Sharp Health Plan Network has changed; or
- Your Sharp Health Plan Medical Group, hospital, or health care provider is no longer contracted with Sharp Health Plan.

Continuity of care may be provided for the completion of care when you are in an active course of treatment for one of the following conditions:

Condition	Length of Time for Continuity of Care
Acute Condition	Duration of Acute Condition
Serious Chronic Condition	No more than 12 months from the health care provider's contract termination date or 12 months from the effective date of coverage for a newly enrolled Member
Pregnancy	Duration of the pregnancy, to include the three trimesters of pregnancy and the immediate post-partum period
Maternal Mental Health Condition	12 months from the Maternal Mental Health Condition diagnosis or from the end of pregnancy, whichever occurs later
Terminal Illness	Duration of the Terminal Illness
Pending surgery or other procedure	Must be scheduled within 180 days of the health care provider's contract termination or your enrollment in Sharp Health Plan
Care of newborn Child between birth and age 36 months	No more than 12 months from the health care provider's contract termination date or, if the Child is a newly enrolled Member, 12 months from the Child's effective date of coverage

Continuity of care is limited to Covered Benefits, as described in this Membership Agreement, in connection with one or more of the conditions listed above. Your requested health care provider must agree to provide continued services to you, subject to the same contract terms and conditions and similar payment rates to other similar health care providers contracted with Sharp Health Plan. If your health care provider does not agree, Sharp Health Plan cannot provide continuity of care.

You are not eligible for continuity of care coverage if your health care provider's contract with Sharp Health Plan or PMG has been terminated or not renewed for reasons relating to a medical disciplinary cause or reason, or fraud or other criminal activity. You are not eligible for continuity of care coverage as a newly enrolled member if you were offered an out-of-network option or you were given the option to continue with your previous health plan or provider and instead voluntarily chose to change health plans.

Your Cost Share (e.g., Copayments, Coinsurance and, if applicable, Deductible) for continuity of care services with a non-Plan Provider are the same as you would pay if you were receiving the same services from a Plan Provider.

Sharp Health Plan or your PMG must approve continuity of care prior to receiving such services. Please contact Customer Care or go to sharphealthplan.com to request a continuity of care benefits form. To prevent potential disruption in care, please submit your request for continuity of care as soon as reasonably possible to Sharp Health Plan. You may also request a copy of Sharp Health Plan's 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 medical 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 health care services from one of these Providers, the doctor 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.
- If you would like more information, please contact Customer Care. You can also obtain more information from your Plan Provider or the PMG you have selected.

How Can You Participate in Plan Policy?

The Plan has established a Member Advisory Committee (previously called Public Policy Committee) for Members to participate in

making decisions to assure patient comfort, dignity and convenience from the Plan Providers that provide health care services to you and your family. At least annually, Sharp Health Plan provides Members, through the Member Resource Guide, a description of its system for Member participation in establishing Plan policy and communicates material changes (updates and important information) 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 (or babies) to another person or persons who intend to raise the baby (or babies) as his/her/their Child (or Children).

If you enter into a surrogacy arrangement and you or any other payee are entitled to receive payments or other compensation under the surrogacy arrangement (hereinafter "remuneration"), you must reimburse us for Covered Benefits you receive related to conception, pregnancy, delivery, or postpartum care in connection with that arrangement ("Surrogacy Health Services") to the maximum extent allowed under California Civil Code Section 3040. Surrogacy arrangements are included in Subparagraphs (c)(2) and (d)(2) of Section 3040. Subparagraph (e) of Section 3040 is not applicable.

Your obligation to reimburse us for Surrogacy Health Services is limited to the remuneration you are entitled to receive under the surrogacy arrangement.

By accepting Surrogacy Health Services, you automatically assign to us your rights to receive remuneration that is payable to you or your chosen payee under the surrogacy arrangement, regardless of whether or to what extent that remuneration, or any portion of it, is characterized as being for medical expenses. To secure our rights, we will also have a lien on that remuneration and on any escrow account, trust, or any other account that holds that remuneration (and remuneration amounts held in or paid from these accounts). That remuneration 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 paragraphs.

Within 30 calendar days after entering into a surrogacy arrangement, you must send written notice of the arrangement, including all of the following information:

- Names, and addresses and telephone numbers of the other parties to the arrangement
- Names, addresses and telephone numbers of any escrow agents, trustees or account administrators
- Names, addresses and telephone numbers of the intended parents
- Names, addresses and telephone numbers of any other parties (such as insurers or managed care plans) who may be financially responsible for Surrogacy Health Services that you, or Services the baby (or babies) may receive
- A signed copy of any contracts or other documents explaining the surrogacy arrangement

You must send this information, to:

Sharp Health Plan
Attn: Surrogacy Arrangements
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 we request or that you believe are reasonably necessary for us to determine the existence of any rights we may have under this section and to satisfy those rights. You must not take any action prejudicial to our rights. You may not agree to waive, release or reduce our rights under the "Surrogacy Arrangements" section without our prior written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third (another) 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.

If you have questions about your obligations under this provision, please contact Customer Care.

What Happens if You Receive Covered Services Through a Community Assistance, Recovery and Empowerment (CARE) Program?

If you are under a CARE Agreement or CARE Plan approved by the court in accordance with the court's authority under Welfare and Institutions Code Sections 5977.1, 5977.2, 5977.3, all services are covered without prior Authorization and Cost Sharing, except for Prescription Drugs. Services received under a CARE Agreement or CARE Plan are covered whether the service is provided by a Plan Provider or a non-Plan Provider. Services include the development of an evaluation and the provision of all health care services when required or recommended for you pursuant to a CARE Agreement or CARE Plan approved by a court. We need to know about your active CARE Agreement or CARE Plan. Please submit CARE documentation to us via email or mail:

Sharp Health Plan
Customer Care
8520 Tech Way, Suite 200
San Diego, CA 92123
Email: customer.service@sharp.com

How Can You Help Us Fight Health Care Fraud?

Health care fraud is an intentional deception or misrepresentation that an individual or entity makes, knowing that the misrepresentation could result in some unauthorized benefit to the individual, the entity or some other party. Recent estimates put the impact of health care fraud in the United States at approximately $60 billion per year. Health care fraud is costly for everyone. It leads to higher Premiums, more uninsured people and fewer dollars available for health care services.

Health care fraud comes in many forms, including:

- Submitting fraudulent claims (e.g., billing for services that were not provided or inappropriately coding claims to result in higher charges)
- Use of health plan ID cards by people who are not entitled to benefits
- Falsification of drug Prescriptions
- Offering free diabetic supplies, medical

supplies or genetic tests in exchange for your ID number or other personal information

- Enrolling someone on your plan who is not an authorized family member or keeping someone on your plan after they are no longer eligible (e.g., after a divorce)

Sharp Health Plan is committed to working to reduce fraudulent activity. Here are some things you can do to prevent fraud:

- Do not give your Sharp Health Plan identification (ID) number over the phone or to people you do not know, except for your health care providers or Sharp Health Plan representatives.
- Let only the appropriate medical professionals review your medical record or recommend services.
- Avoid using health care providers who say that an item or service is not usually covered, but they know how to bill to get it paid.
- Carefully review explanations of benefits (EOBs) statements that you receive from us to ensure we have not been billed for services you did not receive.
- Do not ask your doctor to make false entries on certificates, bills or records in order to get an item or service paid for.
- If you suspect a provider has charged you for services you did not receive, billed you twice for the same service, or misrepresented any information, call the provider and ask for an explanation. There may be an error.
- Do not enroll individuals who are not eligible for coverage as your Spouse or Dependent. (Individuals can enroll in their own plan at sharphealthplan.com or coveredca.com.)

If You Suspect Fraud, Abuse or Waste

What if you suspect fraud? Contact Sharp Health Plan Customer Care at 1-800-359-2002 or customer.service@sharp.com.

Or send a letter to:

Sharp Health Plan
Fraud and Abuse Investigations
8520 Tech Way Suite 200
San Diego, CA 92123

You do not have to give your name. Just tell us why you think fraud is occurring. Give us the name of the provider or Member and tell us what you are concerned about. We take your questions and input seriously. You can help us stop health care fraud.

If you suspect non-compliance or fraud related to Medicare, you can also contact us anonymously using the Sharp HealthCare dedicated hotline number at 1-800-350-5022.

Glossary

Because we know health plan information can be confusing, we capitalized these words (and the plural form of these words, when appropriate) throughout this Member Handbook and each of its attachments to let you know that you can find their meanings in this Glossary.

Active Labor means a labor at a time at which either of the following would occur:

1. There is inadequate time to effect safe transfer to another hospital prior to delivery; or
2. A transfer may pose a threat to the health and safety of the patient or the unborn Child.

Activities of Daily Living or **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 request, by or on behalf of a Member, to re-evaluate a specific determination regarding a requested service, including a delay, denial or modification of a requested service, made by Sharp Health Plan or any of its delegated entities (e.g., Plan Medical Group, Delta Dental, American Specialty Health Plans, CVS Caremark, Vision Service Plan, Magellan).

Approved Clinical Trial means a phase I, phase II, phase III, or phase IV clinical trial conducted in relation to the prevention, detection, or treatment of cancer or another Life-Threatening Disease or Condition that meets at least one of the following:

1. The study or investigation is approved or funded, which may include funding through in-kind donations, by one or more of the following:
    a. The National Institutes of Health.
    b. The federal Centers for Disease Control and Prevention.
    c. The Agency for Healthcare Research and Quality.
    d. The federal Centers for Medicare and Medicaid Services.
    e. A cooperative group or center of any of the entities described in clauses (i) to (iv), inclusive, the Department of Defense, or the United States Department of Veterans Affairs.
    f. A qualified nongovernmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
    g. One of the following departments, if the study or investigation has been reviewed and approved through a system of peer review that the Secretary of the United States Department of Health and Human Services determines is comparable to the system of peer review used by the National Institutes of Health and ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review:
        i. The United States Department of Veterans Affairs.

ii. The United States Department of Defense.

iii. The United States Department of Energy.

2. The study or investigation is conducted under an investigational new drug application reviewed by the United States Food and Drug Administration.

3. The study or investigation is a drug trial that is exempt from an investigational new drug application reviewed by the United States Food and Drug Administration.

Artificial Insemination means the depositing of sperm by syringe into the vagina near the cervix or directly into the uterus. This technique is used to overcome sexual performance problems, to circumvent sperm-mucus interaction problems, to maximize the potential for poor semen, and for using donor sperm.

Assisted Reproductive Technologies or **ART** means a set of several procedures that may be employed to bring about conception without sexual intercourse.

Authorization or **Authorized** means approval by your Plan Medical Group (PMG) or Sharp Health Plan for Covered Benefits. (An Authorization request may also be called a pre-service claim.)

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

Behavioral Health Crisis Services means the continuum of services to address crisis intervention, crisis stabilization, and crisis residential treatment needs of those with a Mental Health or Substance Abuse Disorder crisis that is wellness, resiliency, and recovery oriented. These include but are not limited to, crisis intervention, such as counseling provided by 988 centers, mobile crisis teams, and crisis receiving and stabilization services.

Behavioral Health Crisis Stabilization Services means the services necessary to determine if a behavioral health crisis exists and, if a behavioral health crisis does exist, the care and treatment that is necessary to stabilize the behavioral health crisis within the capability of the 988 center, mobile crisis team, or other provider of Behavioral Health Crisis Services.

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 autism spectrum disorder 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, Qualified Autism Service Professional or Qualified Autism Service Paraprofessional contracted with Sharp Health 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 (6) months by a Qualified Autism Service Provider, modified whenever

appropriate, and is consistent with the elements required under the law.

Benefit Year means a year of coverage under a benefit plan. If you enroll in your benefit plan on or before December 15 of the Open Enrollment Period, your Benefit Year begins January 1 of the following Calendar Year. Your Benefit Year may begin after January 1 if you enroll after December 15 or during a Special Enrollment Period. Your Benefit Year ends December 31, even if your coverage started after January 1.

Brand-Name Drug means a drug that is marketed under a proprietary, trademark-protected name.

Calendar Year means the 12-month period beginning January 1 and ending December 31 of the same year.

California Premium Subsidy means the California Premium assistance subsidy that can help individuals afford coverage bought through the Covered California Health Benefits Exchange. This subsidy can be used to lower monthly Premium costs.

CARE (Community Assistance Recovery and Empowerment) Agreement means a voluntary settlement agreement entered into by the parties. A CARE Agreement includes the same elements as a CARE Plan to support the respondent in accessing community-based services and supports.

CARE Plan means an individualized, appropriate range of community-based services and supports, which include clinically appropriate behavioral health care and stabilization medications, housing and other supportive services, as appropriate.

Child or **Children** means a Child or Children of the Subscriber including:

- The naturally born Children, legally adopted Children, or stepchildren of the Subscriber;
- Children for whom the Subscriber has been appointed a legal guardian by a court; and
- Children for whom the Subscriber is required to provide health coverage pursuant to a qualified medical support order.
- Children for whom the Subscriber has assumed a parent-child relationship, as indicated by intentional assumption of parental duties by the Subscriber, and as certified by the Subscriber at the time of enrollment of the Child and annually thereafter.

A Child remains eligible for coverage through the end of the Benefit Year in which they turn 26 years of age. A covered Child is eligible to continue coverage beyond the age of 26 if the Child is and continues to be both:

1. Incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness or condition; and
2. Chiefly dependent upon the Subscriber for support and maintenance.

Coinsurance means a percentage of the cost of a Covered Benefit (for example, 20%) that a Member pays after the Member has paid the Deductible, if a Deductible applies to the Covered Benefit.

Copayment or **Copay** means a fixed dollar amount (for example, $20) that a Member pays for a Covered Benefit after the Member has paid the Deductible, if a Deductible applies to the Covered Benefit.

Cost Share or **Cost Sharing** means the amount of your financial responsibility as specifically set forth in the Summary of

Benefits attached to this Member Handbook. Cost Share may include any combination of Deductibles, Coinsurance and Copayments, up to the Out-of-Pocket Maximum.

Covered Benefits means those Medically Necessary services, Prescription Drugs and supplies that Members are entitled to receive under a Membership Agreement and which are described in this Member Handbook.

Covered California Health Benefits Exchange means the online marketplace established by the State of California to provide access to health plans and health insurance and access to financial assistance to help pay for health coverage. Also called "the Exchange" or "Covered California".

Cryopreservation means the process of freezing tissue, embryos, ova, or sperm for future use.

Deductible means the amount you pay for certain Covered Benefits before Sharp Health Plan begins payment for all or part of the cost of those Covered Benefits.

Dependent means an enrolled Subscriber'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 benefit plan, and for whom Sharp Health Plan receives Premiums. Dependent also means a parent or stepparent who meets the definition of a qualifying relative under Section 152(d) of Title 26 of the United States Code and who lives or resides within Sharp Health Plan's Service Area.

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 a domestic partnership as described in Section 297 of the California Family Code by meeting all of the following requirements.

1. Both persons have chosen to share one another's lives in an intimate and committed relationship of mutual caring.
2. Neither person is married to someone else nor is a member of another domestic partnership that has not been terminated, dissolved, or adjudged a nullity.
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, except as follows:
   A person under 18 years of age who, together with the other proposed Domestic Partner, otherwise meets the requirements for a domestic partnership other than the requirement of being at least 18 years of age, may establish a domestic partnership upon obtaining a court order granting permission to the underage person or persons to establish a domestic partnership.
5. Both persons are capable of consenting to the domestic partnership.
6. Both file a Declaration of Domestic Partnership with the Secretary of State.

Doula means a nonmedical professional who provides health education, advocacy, and physical, emotional and nonmedical support for pregnant and postpartum persons before, during and after childbirth, including support during miscarriage, stillbirth and abortion.

Drug Tier means a group of Prescription Drugs that corresponds to a specified Cost Sharing tier in Sharp Health Plan's Prescription Drug coverage. The tier in which a Prescription Drug

is placed determines your portion of the cost for the drug.

Durable Medical Equipment or **DME** 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.

Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

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 and surgeon, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician and surgeon, to determine if an Emergency Medical Condition or Active Labor exists and, if it does, the care, treatment, and surgery, if within the scope of that person's license, 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.

Exception Request means a request for coverage of a Prescription Drug. If you, your designee, or prescribing health care provider submits an Exception Request for coverage of a Prescription Drug, Sharp Health Plan must cover the Prescription Drug when the drug is determined to be Medically Necessary to treat your condition. Drugs and supplies that fall within one of the Outpatient Prescription Drug benefit exclusions described in this Member Handbook are not eligible for an Exception Request.

Experimental or **Investigational Treatment** or **Service** means any evaluation, treatment, therapy, or device which involves the application, administration or use of procedures, techniques, equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, or chemical compounds if, as determined by Sharp Health Plan, one of the following is true:

- Such evaluation, treatment, therapy, or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA), and approval for marketing has not, in fact, been given at the time such service is furnished to the Member.
- Such evaluation, treatment, therapy or device is provided pursuant to a written protocol that describes among its objectives

the following: determinations of safety, efficacy, toxicity, maximum tolerated dosage(s) or efficacy in comparison to the standard evaluation, treatment, therapy or device.

- Such evaluation, treatment, therapy or device is delivered or should be delivered subject to the approval and supervision of an institutional review board or other entity as required and defined by federal regulations.
- Such evaluation, treatment, therapy, or device is the subject of an ongoing Phase I or II clinical trial, or experimental or research arm of a Phase III clinical trial.
- The consensus among experts, as expressed in published authoritative medical literature, is that further studies, research, or clinical investigations are necessary to determine maximum tolerated dosage(s), toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the medical condition in question.
- There is no consensus among practicing physicians that the treatment, therapy, or device is safe and effective for the condition in question.
- Such evaluation, treatment, therapy or device is not yet considered the standard of care by a nationally recognized technology assessment organization, specialty society or medical review organization in treating patients with the same or similar condition.

The sources of information that may be relied upon by Sharp Health Plan in determining whether a particular treatment is Experimental or Investigational include, but are not limited to, the following:

- The Member's medical records.
- Peer-reviewed scientific studies published in, or accepted for publication by, medical journals that meet nationally recognized requirements for scientific manuscripts.
- Peer-reviewed literature that meet the criteria of the National Institutes of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline, and MEDLARS database of Health Services Technology Assessment Research (HSTAR).
- The Cochrane Library.
- Medical journals recognized by the Secretary of Health and Human Services under Section 1861(t)(2) of the Social Security Act.
- The American Hospital Formulary Service's Drug Information.
- The American Dental Association Accepted Dental Therapeutics.
- Any of the following reference compendia, if recognized by the federal Centers for Medicare & Medicaid Services as part of an anticancer chemotherapeutic regimen: (A) The Elsevier Gold Standard's Clinical Pharmacology, (B) The National Comprehensive Cancer Network Drug and Biologics Compendium, or (C) The Thomson Micromedex DrugDex.
- Findings, studies or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes.
- Peer-reviewed abstracts accepted for presentation at major medical association meetings.

Family Coverage means coverage for a Subscriber and one or more Dependents.

Family Deductible means the Deductible amount, if any, that applies each Calendar Year to a Subscriber and that Subscriber's Dependent(s) enrolled in Sharp Health Plan. With Family Coverage, Cost Share payments made by each individual in the family for Covered Benefits subject to the Deductible contribute to the Family Deductible.

Family Out-of-Pocket Maximum means the Out-of-Pocket Maximum that applies each Calendar Year to a Subscriber and that Subscriber's Dependent(s) enrolled in Sharp Health Plan.

Formulary means the complete list of drugs preferred for use and eligible for coverage under a Sharp Health Plan product and includes all drugs covered under the Outpatient Prescription Drug benefit of the Sharp Health Plan product. Formulary is also known as a Prescription Drug list.

Gamete Intrafallopian Transfer or **GIFT** means a procedure whereby unfertilized ovum are removed from the female and inserted along with sperm into the fallopian tube for the purpose of enhancing the chance of conception.

Generic Drug means the same drug as its brand name equivalent in dosage, safety, strength, how it is taken, quality, performance, and intended use.

Grace Period means:

1. For Members receiving advance payments of a Premium Tax Credit, California Premium Subsidy, or both, a period of three consecutive months, beginning no earlier than the first day after the last date of paid coverage, to allow a Subscriber to pay an unpaid Premium amount without losing healthcare coverage. To qualify for the three-month Grace Period, the Subscriber must be enrolled in a benefit plan through the Covered California Health Benefits Exchange, must be receiving advance payments of the Premium Tax Credit and/or the California Premium Subsidy, and must have paid at least one full month's Premium.
2. For Members not receiving a Premium Tax Credit or California Premium Subsidy, a period of at least 30 consecutive days, beginning the day the Notice of Start of Grace Period is dated or the day after the last date of paid coverage, whichever is later, to allow a Subscriber to pay an unpaid Premium amount without losing healthcare coverage. To qualify for the Grace Period, the Subscriber must have paid at least one full month's Premium for their benefit plan.

Grievance means a written or oral expression of dissatisfaction regarding Sharp Health Plan, a provider, and/or a pharmacy, including quality of care concerns, complaints, disputes, requests for reconsideration or Appeals made by a Member or a Member's representative.

Health Savings Account or **HSA** means a type of savings account that allows individuals to set aside money on a pre-tax basis to pay for qualified medical expenses if enrolled in a High Deductible Health Plan (HDHP).

High Deductible Health Plan or **HDHP** means a benefit plan that satisfies certain requirements with respect to minimum annual Deductible and Out-of-Pocket Maximum, as defined in section 223 of the Internal Revenue Code.

Iatrogenic Infertility means infertility caused directly or indirectly by surgery, chemotherapy, radiation, or other medical treatment.

Independent Medical Review or **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 a Life-Threatening Condition or Seriously Debilitating Condition 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 each Calendar Year.

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

Intracytoplasmic Sperm Injection or **ICSI** means a procedure whereby a single active sperm is injected into the egg outside the body and inserted into the fallopian tube for the purpose of enhancing the chance of conception.

In Vitro Fertilization or **IVF** means a procedure whereby unfertilized ovum are removed from the female, fertilized with a donor's sperm outside the body, and implanted directly into the uterus in an attempt to achieve pregnancy.

Life-Threatening Disease or Condition means either or both of the following:

- A disease or condition where the likelihood of death is high unless the course of the disease is interrupted.
- A disease or condition with potentially fatal outcomes, where the end point of clinical intervention is survival.

Maternal Mental Health Condition means a mental health condition that occurs during pregnancy or during the postpartum period and includes, but is not limited to, postpartum depression.

Medical Benefit Drug means a drug that is physician administered or is self-injectable. Medical Benefit Drugs are covered under the medical benefit.

Medical Information means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment. Individually identifiable means that the medical information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the identity of the individual.

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:

- Based on generally accepted clinical evidence,
- Consistent with recognized standards of practice,
- Demonstrated to be safe and effective for the Member's medical condition, and
- Provided at the appropriate level of care and setting based on the Member's medical condition.

For purposes of Mental Health or Substance Use Disorders, Medically Necessary means a service or product addressing the specific needs of that patient, for the purpose of preventing, diagnosing, or treating an illness, injury, condition, or its symptoms, including minimizing the progression of that illness, injury, condition or its symptoms in a manner that is all of the following:

- In accordance with the generally accepted standards of Mental Health and Substance Use Disorder care
- Clinically appropriate in terms of type, frequency, extent, site and duration
- Not primarily for the economic benefit of the Plan or Members, or for the convenience of the patient, treating physician or other health care provider.

Member means a Subscriber, or the Dependent of a Subscriber, who has enrolled in the Plan under the provisions of the Membership Agreement and for whom the applicable Premiums have been paid.

Membership Agreement means the written agreement between Sharp Health Plan and a Subscriber that provides coverage for Covered Benefits.

Mental Health Disorder means a mental health condition that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Classification of Diseases or that is listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders.

Nonformulary Drug means a Prescription Drug that is not listed on Sharp Health Plan's Formulary.

Nonpayment of Premium means failure of the Subscriber, having been duly notified and billed for the charge, to pay any Premium, or portion of Premium, when due to Plan. A Subscriber shall be considered duly notified and billed for the charge when billing information has been sent to the Subscriber that, at a minimum, itemizes the Premium amount due, the period of time covered by the Premium and the Premium due date.

Open Enrollment Period means a designated period of time each year during which individuals can enroll in a health plan or make changes to their coverage.

Out-of-Area means you are temporarily outside your Plan Network Service Area. Out-of-Area coverage includes Urgent Care Services and Emergency Services for the sudden onset of symptoms of sufficient severity to require immediate medical attention to prevent serious deterioration of your 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 care for the Urgent Care Service or Emergency Service must be Authorized by Sharp Health Plan and will be covered until it is clinically appropriate to transfer your care into the Service Area.

Out-of-Pocket Maximum means the maximum total amount of expenses that a Member will pay for Covered Benefits in a Calendar Year before Sharp Health Plan pays Covered Benefits at 100%. All Member Cost Sharing (including Copayments, Deductibles and Coinsurance) for Covered Benefits contributes to the Out-of-Pocket Maximum.

Outpatient Prescription Drugs means self-administered drugs approved by the Federal Food and Drug Administration for sale to the public through retail or mail-order pharmacies that require prescriptions and are not

provided for use on an inpatient basis. For purposes of this section "inpatient basis" has the meaning indicated in Section 1300.67(b), and "self-administered" means those drugs that need not be administered in a clinical setting or by a licensed health care provider.

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 Sharp Health Plan and that is included in your 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 your Plan Network.

Plan Network means a discrete set of network Providers, including all of the professional providers and facilities that are in the Sharp Health Plan Network (e.g., Delta Dental, American Specialty Health Plans, CVS Caremark, Vision Service Plan, Magellan), that Sharp Health Plan has designated to deliver all covered services for a specific network Service Area, as defined in this **Glossary**.

Plan Pharmacy means any pharmacy licensed by the State of California to provide Outpatient Prescription Drug services to Members through an agreement with Sharp Health 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 Sharp Health Plan or as a member of a PMG, and that is included in your Plan Network. Plan Physicians are listed in the Provider Directory.

Plan Providers or **Plan Providers** means the physician(s), hospital(s), Skilled Nursing Facility or Facilities, home health agency or agencies, pharmacy or pharmacies, medical transportation company or companies, laboratory or laboratories, radiology and diagnostic facility or facilities, Durable Medical Equipment supplier(s) and other licensed health care entities or professionals who are part of your Plan Network or who provide Covered Benefits to Members through an agreement with Sharp Health Plan. Plan Providers also include contracted providers affiliated with Delta Dental (pediatric dental), Vision Service Plan (pediatric vision), American Specialty Health Plan (acupuncture and chiropractic services), and CVS Caremark (pharmacies).

For purposes of Mental Health and Substance Use Disorders, Providers include:

a. A person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.

b. An associate marriage and family therapist or marriage and family therapist trainee functioning pursuant to Section 4980.43.3 of the Business and Professions Code.

c. A Qualified Autism Service Provider or Qualified Autism Service Professional certified by a national entity pursuant to Section 10144.51 of the Insurance Code and Section 1374.73.

d. An associate clinical social worker functioning pursuant to Section

4996.23.2 of the Business and Professions Code.

e. An associate professional clinical counselor or professional clinical counselor trainee functioning pursuant to Section 4999.46.3 of the Business and Professions Code.

f. A registered psychologist, as described in Section 2909.5 of the Business and Professions Code.

g. A registered psychological assistant, as described in Section 2913 of the Business and Professions Code.

h. A psychology trainee or person supervised as set forth in Section 2910 or 2911 of, or subdivision (d) of Section 2914 of, the Business and Professions Code.

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

Premium Tax Credit means a federal tax credit that can help individuals afford coverage bought through the Covered California Health Benefits Exchange. These tax credits can be used to lower monthly Premium costs. The Premium Tax Credit, when taken in advance to lower the monthly Premium, is also referred to as the Advance Premium Tax Credit (APTC).

Prescription means an oral, written, or electronic order by a prescribing provider for a specific Member that contains the name of the Prescription Drug, the quantity of the prescribed drug, the date of issue, the name and contact information of the prescribing provider, the signature of the prescribing provider if the Prescription is in writing, and if requested by you, the medical condition or purpose for which the drug is being prescribed.

Prescription Drug means a drug that is approved by the federal Food and Drug Administration (FDA), is prescribed by your prescribing provider and requires a Prescription under applicable law.

Primary Care Physician or **PCP** means a Plan Physician, possibly affiliated with a PMG, who is chosen by or for you from your Plan Network; and who is primarily responsible for supervising, coordinating and providing initial care to you; for maintaining the continuity of your care; and providing or initiating referrals for Covered Benefits for you. 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 that are listed in this 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 your Plan Network, which is updated periodically.

Qualified Autism Service Paraprofessional means an unlicensed and uncertified individual who meets all of the following criteria:

1. Is supervised by a Qualified Autism Service Provider or Qualified Autism

Service Professional at a level of clinical supervision that meets professionally recognized standards of practice.

2. Provides treatment and implements services pursuant to a treatment plan developed and approved by the Qualified Autism Service Provider.
3. Meets the education and training qualifications described in Section 54342 of Title 17 of the California Code of Regulations.
4. Has adequate education, training, and experience, as certified by a Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers.
5. Is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

Qualified Autism Service Professional means an individual who meets all of the following criteria:

1. Provides Behavioral Health Treatment, which may include clinical case management and case supervision under the direction and supervision of a Qualified Autism Service Provider.
2. Is supervised by a Qualified Autism Service Provider.
3. Provides treatment pursuant to a treatment plan developed and approved by a Qualified Autism Service Provider.
4. Is a behavioral service provider who meets the education and experience qualifications described in Section 54342 of Title 17 of the California Code of Regulations for an Associate Behavior Analyst, Behavior Analyst, Behavior Management Assistant, Behavior Management Consultant, or Behavior Management Program.
5. Has training and experience in providing services for autism spectrum disorder pursuant to Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code or Title 14 (commencing with Section 95000) of the Government Code.
6. Is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

Qualified Autism Service Provider means either of the following:

1. A person who is certified by a national entity, such as the Behavior Analyst Certification Board, with a certification that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for autism spectrum disorder, provided the services are within the experience and competence of the person who is nationally certified.
2. A person licensed as a physician and surgeon, physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist, pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, who designs, supervises, or provides treatment for autism spectrum disorder, provided the services are within the experience and competence of the licensee.

Qualified Health Plan or **QHP** means a health plan that is certified by the Covered California Health Benefits Exchange, provides essential health benefits, is licensed by the State of California, and meets other requirements under the Affordable Care Act.

Reproductive or Sexual Health Application Information means information about a consumer's reproductive health, menstrual cycle, fertility, pregnancy, pregnancy outcome, plans to conceive, or type of sexual activity collected by a reproductive or sexual health digital service, including, but not limited to, information from which one can infer someone's pregnancy status, menstrual cycle, fertility, hormone levels, birth control use, sexual activity, or gender identity.

Rescission or **Rescind** means a cancellation of coverage for fraud or intentional misrepresentation of material fact that has a retroactive effect.

Sensitive Services means all health care services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, Substance Use Disorders, gender-affirming care, and intimate partner violence, and includes services described in Sections 6924, 6925, 6926, 6927, 6928, 6929, and 6930 of the Family Code, and Sections 121020 and 124260 of the Health and Safety Code, obtained by a patient at or above the minimum age specified for consenting to the service specified in the section.

Serious 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, worsens over an extended period of time, or requires ongoing treatment to maintain remission or prevent deterioration.

Seriously Debilitating Condition means a disease or condition that causes major irreversible morbidity.

Service Area means the geographic location and population points contained therein, in which the Plan is licensed and required to provide health care coverage consistent with network adequacy requirements. "Population points" shall mean a representation of where people live and work in the state of California based on United States Census Bureau population data and United States Postal Service (USPS) delivery route data, and made available annually by the Department on the web portal accessible at www.dmhc.ca.gov. The Sharp Health Plan Service Area for individual and family plans includes certain ZIP codes in San Diego County, California, and varies based on Plan Network. For more information about your Plan Network Service Area, please visit our website at sharphealthplan.com, or call Customer Care.

Skilled Nursing Facility or **SNF** means 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.

Special Enrollment or **Special Enrollment Period** means a time outside of the annual Open Enrollment Period during which you and your family may enroll in health care coverage or make changes to your health care coverage following certain qualifying life events (e.g., marriage, birth of a Child, loss of minimum essential coverage, etc.).

Spouse means a Subscriber's legally married husband, wife, or partner.

Standard Fertility Preservation Services means procedures consistent with the established medical practices and professional guidelines published by the

American Society of Clinical Oncology or the American Society for Reproductive Medicine.

Step Therapy means a process specifying the sequence in which different Prescription Drugs for a given medical condition and medically appropriate for a particular patient are prescribed. Sharp Health Plan may require you to try one or more drugs to treat your medical condition before Sharp Health Plan will cover a particular drug for the condition pursuant to a Step Therapy request. If your prescribing provider submits a request for Step Therapy exception, Sharp Health Plan shall make exceptions to Step Therapy when the criteria is met.

Subscriber means the person who is responsible for payment to Sharp Health Plan and whose status, except for family dependency, is the basis for eligibility for membership in the plan.

Substance Use Disorder means a Substance Use Disorder that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Classification of Diseases or that is listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders.

Summary of Benefits means the list of the most commonly used Covered Benefits and applicable Cost Shares for the specific benefit plan purchased by the Subscriber. Members receive a copy of the Summary of Benefits along with the Member Handbook.

Telehealth means the mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care.

Telehealth facilitates patient self-management and caregiver support for patients and includes:

- Synchronous interactions, defined as real-time interactions between a patient and a health care provider located at a distant site.
- Asynchronous store and forward transfers, defined as transmissions of a patient's medical information from an originating site to the health care provider at a distant site.

Terminal Illness means an incurable or irreversible condition that has a high probability of causing death within one year or less.

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 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 timeframe, usually within 24 hours or sooner if appropriate for your condition, 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.

Urgent Mental Health or Substance Use Disorder Services means services to treat when the Member's condition is such that the Member faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for decision-making to approve, modify, or deny requests by providers prior to, or concurrent with, the provision of health care services to the Member, would be detrimental to the Member's life or health or could jeopardize the Member's ability to regain maximum function.

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.

You or Your means the Member (Subscriber), or the Dependent of a Member, who has enrolled in the Plan under the provisions of the Membership Agreement and for whom the applicable Premiums have been paid.

Zygote Intrafallopian Transfer or **ZIFT** means a procedure whereby unfertilized ovum are removed from the female and fertilized with a donor's sperm outside the body. The pronuclear stage embryo is then inserted into the fallopian tube in an attempt to achieve pregnancy.

Pediatric Dental Addendum to Evidence of Coverage

Introduction

This document is an addendum to your Sharp Health Plan *Evidence of Coverage* ("Sharp Health Plan EOC") to add coverage for pediatric dental Essential Health Benefits as described in this dental Evidence of Coverage ("Dental EOC" or "Addendum").

Sharp Health Plan contracts with Delta Dental of California ("Delta Dental") to make the DeltaCare® USA Individual Network of Contract Dentists available to you. You can obtain covered Benefits from your Contract Dentist without a referral from a Plan Physician. When you visit your assigned Contract Dentist your Cost Share is due and you pay only the applicable Cost Share of Benefits up to the Plan Out-of-Pocket Maximum. These pediatric dental Benefits are for children from birth to age 19 who meet the eligibility requirements specified in your Sharp Health Plan EOC. See your Sharp Health Plan EOC and medical copayment summary for further information about your Plan Out-of-Pocket Maximum.

IMPORTANT: If you opt to receive dental services that are not covered services under this Plan, a Contract Dentist may charge you their usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered Benefit, the Dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, you may call Customer Care at 855-370-4215. To fully understand your coverage, you may wish to carefully review this Dental EOC.

Additional information about your pediatric dental Benefits is available by calling Delta Dental's Customer Care at 855-370-4215, from 5 a.m. to 6 p.m. Pacific Time, Monday through Friday.

Eligibility under this Dental EOC is determined by Sharp Health Plan.

Using This Dental EOC

This Addendum discloses the terms and conditions of your pediatric dental coverage and is designed to help you make the most of your dental plan. It will help you understand how this dental plan works and how to obtain dental care. Please read this Dental EOC completely and carefully. Persons with Special Health Care Needs should read the section entitled "Special Health Care Needs." A matrix describing this plan's major Benefits and coverage can be found on the last page of this Dental EOC ("Schedule C").

Definitions

In addition to the terms defined in the "Definitions" section of your Sharp Health Plan EOC, the following terms, when

capitalized and used in any part of this Dental EOC have the following meanings:

Administrator: Delta Dental Insurance Company or other entity designated by Delta Dental, operating as an Administrator in the state of California. Certain functions described throughout this Addendum may be performed by the Administrator, as designated by Delta Dental. The mailing address for the Administrator is P.O. Box 1803, Alpharetta, GA 30023. The Administrator will answer calls directed to 1-855-370-4215.

Authorization: the process by which Delta Dental determines if a procedure or treatment is a referable Benefit to Enrollees under this dental EOC.

Benefits: covered dental services provided to Enrollees under the terms of this Addendum.

Calendar Year: the 12 months of the year from January 1 through December 31.

Contract Dentist: a DeltaCare USA Dentist who provides services in general dentistry and who has agreed to provide Benefits to Enrollees under this dental plan. Enrollees must obtain a referral from their Contract Dentist to obtain Specialist Services.

Contract Orthodontist: a DeltaCare USA Dentist who specializes in orthodontics and who has agreed to provide Benefits to Enrollees under this dental plan which covers medically necessary orthodontics. Enrollees must obtain a referral from their Contract Dentist to obtain services from a Contract Orthodontist.

Contract Specialist: a DeltaCare USA Dentist who provides Specialist Services and who has agreed to provide Benefits to Enrollees under this dental plan. Enrollees must obtain a referral from their Contract Dentist to obtain services from a Contract Specialist.

Copayment/Cost Share: the amounts listed in the *Schedule A* as attached to this Addendum and charged to an Enrollee by a Contract Dentist, Contract Specialist or Contract Orthodontist for the Benefits provided under this Plan. Cost Share amounts must be paid at the time treatment is received.

Delta Dental Service Area: all geographic areas in the state of California in which Delta Dental is licensed as a specialized health care service plan.

Dentist: a duly licensed dentist legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed.

Department of Managed Health Care: a department of the California Health and Human Services Agency who has charge of regulating specialized health care service plans. Also referred to as the "Department" or "DMHC."

Emergency Dental Condition: dental symptoms and/or pain that are so severe that a reasonable person would believe that, without immediate attention by a Dentist, it could reasonably be expected to result in any of the following:

- placing the patient's health in serious jeopardy
- serious impairment to bodily functions
- serious dysfunction of any bodily organ or part
- death

Emergency Dental Service: a dental screening, examination and evaluation by a Dentist, or, to the extent permitted by applicable law, by other appropriate licensed persons under the supervision of a Dentist, to determine if an Emergency Dental Condition

exists and, if it does, the care, treatment, and surgery, if within the scope of that person's license, necessary to relieve or eliminate the Emergency Dental Condition, within the capability of the facility.

Optional: any alternative procedure presented by the Contract Dentist that satisfies the same dental need as a covered procedure but is chosen by the Enrollee and is subject to the limitations and exclusions described in the Schedules attached to this Addendum.

Out-of-Network: treatment by a Dentist who has not signed an agreement with Delta Dental to provide Benefits to Enrollees under the terms of this Addendum.

Pediatric Enrollee: an eligible pediatric individual enrolled under this dental plan to receive Benefits.

Procedure Code: the Current Dental Terminology® ("CDT") number assigned to a Single Procedure by the American Dental Association®.

Single Procedure: a dental procedure that is assigned a separate Procedure Code.

Special Health Care Need: a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a Special Health Care Need are: 1) the Enrollee's inability to obtain access to their assigned Contract Dentist's facility because of a physical disability; and 2) the Enrollee's inability to comply with their Contract Dentist's instructions during examination or treatment because of physical disability or mental incapacity.

Specialist Services: services performed by a Contract Dentist who specializes in the practice of oral surgery, endodontics, periodontics, orthodontics (if medically necessary) or pediatric dentistry. Specialist Services must be authorized by Delta Dental.

Treatment in Progress: any Single Procedure, as defined by the CDT Code that has been started while the Enrollee was eligible to receive Benefits, and for which multiple appointments are necessary to complete the Single Procedure(s), whether or not the Enrollee continues to be eligible for Benefits under this Plan. Examples include: 1) teeth that have been prepared for crowns, 2) root canals where a working length has been established, 3) full or partial dentures for which an impression has been taken, and 4) orthodontics when bands have been placed and tooth movement has begun.

Urgent Dental Services: medically necessary services for a condition that requires prompt dental attention but is not an Emergency Dental Condition.

Overview of Dental Benefits

This section provides information that will give you a better understanding of how this dental plan works and how to make it work best for you.

What Is the DeltaCare USA Plan?

The DeltaCare USA Plan provides Pediatric Benefits through a convenient network of Contract Dentists in the state of California. These Contract Dentists are screened to ensure that our standards of quality, access and safety are maintained. The network is composed of established dental professionals. When you visit your assigned Contract Dentist, you pay only the applicable Cost Share for Benefits. There are no deductibles, lifetime maximums or claim forms.

Benefits, Limitations and Exclusions

This plan provides the Benefits described in the Schedules that are a part of this Dental EOC. Benefits are only available in the state of California. The services are performed as deemed appropriate by your assigned Contract Dentist.

Cost Share and Other Charges

You are required to pay any Cost Share listed in the *Schedule A* attached to this Dental EOC. Your Cost Share is paid directly to the Contract Dentist who provides treatment. Charges for broken appointments and visits after normal visiting hours are listed in the Schedules attached to this Dental EOC.

In the event that we fail to pay a Contract Dentist, you will not be liable to that Contract Dentist for any sums owed by us. By statute, the DeltaCare USA dentist contract contains a provision prohibiting a Contract Dentist from charging an Enrollee for any sums owed by Delta Dental. Except for the provision in the "Emergency Dental Services" section, if you have not received Authorization for treatment from an Out-of-Network Dentist and we fail to pay that Out-of-Network Dentist, you may be liable to that Out-of-Network Dentist for the cost of services received. For further clarification, see the "Emergency Dental Services" and "Specialist Services" provisions in this Dental EOC.

How To Use the DeltaCare USA Plan/Choice of Contract Dentist

PLEASE READ THE FOLLOWING INFORMATION SO THAT YOU WILL KNOW HOW TO OBTAIN DENTAL SERVICES. YOU MUST OBTAIN DENTAL BENEFITS FROM, OR BE REFERRED FOR SPECIALIST SERVICES BY YOUR ASSIGNED CONTRACT DENTIST.

Delta Dental will provide Contract Dentists to Enrollees at convenient locations during the term of this Dental EOC. Upon enrollment, Delta Dental will assign the Enrollees covered under this Dental EOC to one Contract Dentist facility. The Enrollee may request changes to the assigned Contract Dentist facility by contacting our Customer Care at 855-370-4215. A list of Contract Dentists is available to all Enrollees at deltadentalins.com. The change must be requested prior to the 15th of the month to become effective on the first day of the following month.

You will be provided with written notice of assignment to another Contract Dentist facility near the Enrollee's home if: 1) a requested facility is closed to further enrollment; 2) a chosen Contract Dentist facility withdraws from this plan; or 3) an assigned facility requests, for good cause, that the Enrollee be re-assigned to another Contract Dentist facility.

All Treatment in Progress must be completed before you change to another Contract Dentist facility. For example, this would include: 1) partial or full dentures for which final impressions have been taken; 2) completion of root canals in progress; or 3) delivery of crowns when teeth have been prepared.

All services which are Benefits will be rendered at the Contract Dentist facility assigned to the Enrollee. Specialist Services obtained from a Contract Orthodontist or Contract Specialist must be referred by the Enrollee's Contract Dentist. Delta Dental will have no obligation or liability with respect to services rendered by Out-of-Network Dentists with the exception of Emergency Dental Services or Specialist Services referred

by a Contract Dentist and authorized by Delta Dental. All authorized Specialist Services claims will be paid by Delta Dental, less any applicable Cost Share amounts. A Contract Dentist may provide services either personally, or through associated Dentists, or the other technicians or hygienists who may lawfully perform the services.

If your assigned Contract Dentist facility terminates participation in this dental plan, that Contract Dentist facility will complete all Treatment in Progress as described above. If, for any reason, your Contract Dentist is unable to complete treatment, Delta Dental will make reasonable and appropriate provisions for the completion of such treatment by another Contract Dentist.

Delta Dental will give you reasonable written notice if you will be materially or adversely affected by the termination, breach of contract or inability of a Contract Dentist to perform services.

Emergency Dental Services

Emergency Dental Services are used for palliative relief, controlling of dental pain, and/or stabilizing the Enrollee's condition. The Enrollee's assigned Contract Dentist's facility maintains a 24-hour emergency dental services system, 7 days a week. If the Enrollee is experiencing an Emergency Dental Condition, they can call 911 (where available) or obtain Emergency Dental Services from any Dentist without a referral.

After Emergency Dental Services are provided, further non-emergency treatment is usually needed. Non-emergency treatment must be obtained at the Enrollee's assigned Contract Dentist facility.

The Enrollee is responsible for any Cost Share for Emergency Dental Services received. Non-covered procedures will be the Enrollee's financial responsibility and will not be paid by this dental plan.

Benefits for Emergency Dental Services not provided by the Enrollee's assigned Contract Dentist are limited to a maximum of $100.00 per emergency, per Enrollee, less the applicable Cost Share. If the maximum is exceeded or if the conditions in the "Timely Access to Care" section are not met, the Enrollee is responsible for any charges for services received by a Dentist other than from their assigned Contract Dentist.

Urgent Dental Services

Inside the Delta Dental Service Area

An Urgent Dental Service requires prompt dental attention but it is not an Emergency Dental Condition. If an Enrollee thinks that they may need Urgent Dental Services, the Enrollee can call their Contract Dentist during normal business hours or after hours.

Outside the Delta Dental Service Area

If an Enrollee needs Urgent Dental Services due to an unforeseen dental condition or injury, this dental plan covers medically necessary dental services when prompt attention is required from an Out-of-Network Dentist if all of the following are true:

- The Enrollee receives Urgent Dental Services from an Out-of-Network Dentist while temporarily outside the Delta Dental Service Area.
- A reasonable person would have believed that the Enrollee's health would seriously deteriorate if they delayed treatment until they returned to the Delta Dental Service Area.

Enrollees do not need prior Authorization from Delta Dental to receive Urgent Dental

Services outside the Delta Dental Service Area. Any Urgent Dental Services an Enrollee receives from Out-of-Network Dentists outside the Delta Dental Service Area are covered by this dental plan if the Benefits would have been covered if the Enrollee had received them from Contract Dentists.

We do not cover follow-up care from Out-of-Network Dentists after the Enrollee no longer needs Urgent Dental Services. To obtain follow-up care from a Dentist, the Enrollee can call their assigned Contract Dentist. The Enrollee is responsible for any Cost Share for Urgent Dental Services received.

Timely Access to Care

Contract Dentists, Contract Orthodontists and Contract Specialists have agreed waiting times to Enrollees for appointments for care which will never be greater than the following timeframes:

- for emergency care, 24 hours a day, 7 days a week;
- for any urgent care, 72 hours for appointments consistent with the Enrollee's individual needs;
- for any non-urgent care, 36 business days; and
- for any preventative services, 40 business days.

During non-business hours, the Enrollee will have access to their Contract Dentist's answering machine, answering service, cell phone or pager for guidance on what to do and whom to contact for Urgent Dental Services or if the Enrollee is calling due to an Emergency Dental Condition including while outside the Delta Dental Service Area.

If the Enrollee calls Delta Dental's Customer Care, a representative will answer the phone within 10 minutes during normal business hours.

Language Assistance Services

Delta Dental offers qualified interpretation services to limited-English proficient Enrollees at no cost to the Enrollee at all points of contact, in any modern language, including when an Enrollee is accompanied by a family member or friend who can provide language interpretation services.

If you need language interpretation services, materials translated into your preferred language or into an alternative format, please call Customer Care at 855-370-4215 (TTY: 711). You may also visit the provider directory on our website which includes self-reported languages by DeltaCare USA Dentists.

Specialist Services

Specialist Services for oral surgery, endodontics, periodontics, orthodontics (if Medically Necessary) or pediatric dentistry must be: 1) referred by your assigned Contract Dentist; and 2) authorized by Delta Dental. You pay the specified Cost Share. (Refer to the Schedules attached to this Dental EOC.)

If the services of a Contract Orthodontist are needed, please refer to Orthodontics in the Schedules attached to this Dental EOC to determine Benefits.

If you require Specialist Services and a Contract Specialist or Contract Orthodontist is not within 35 miles of your home address to provide these services, your assigned Contract Dentist must receive prior Authorization from Delta Dental to refer you to an Out-of-Network specialist or Out-of-Network orthodontist to provide these Specialist Services. Specialist

Services performed by an Out-of-Network specialist or Out-of-Network orthodontist that are not authorized by Delta Dental will not be covered by this dental plan.

If an Enrollee is assigned to a dental school clinic for Specialist Services, those services may be provided by a Dentist, a dental student, a clinician or a dental instructor.

Claims for Reimbursement

Claims for covered Emergency Dental Services or authorized Specialist Services should be sent to us within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if you can show that it was not reasonably possible to submit the claim within that time. All dental claims must be received within one (1) year of the treatment date. The address for claims submission is: Delta Dental, Claims Department, P.O. Box 1810, Alpharetta, GA 30023.

Dentist Compensation

A Contract Dentist is compensated by Delta Dental through monthly capitation (an amount based on the number of Enrollees assigned to the Dentist) and by Enrollees through required Cost Share amounts for treatment received. A Contract Specialist is compensated by Delta Dental through an agreed-upon amount for each covered procedure, less the applicable Cost Share paid by the Enrollee. In no event does Delta Dental pay a Contract Dentist or a Contract Specialist any incentive as an inducement to deny, reduce, limit or delay any appropriate treatment.

You may obtain further information concerning Dentist compensation by calling Delta Dental at the toll-free telephone number shown in this Dental EOC.

Processing Policies

The dental care guidelines for this dental plan explain to Contract Dentists what services are covered under this Dental EOC. Contract Dentists, Contract Orthodontists and Contract Specialists will use their professional judgment to determine which services are appropriate for the Enrollee. Services performed by the Contract Dentist, Contract Orthodontist and Contract Specialist that fall under the scope of Benefits of this dental plan are provided subject to any Cost Share. If a Contract Dentist believes that an Enrollee should seek treatment from a specialist, the Contract Dentist contacts Delta Dental for a determination of whether the proposed treatment is a covered Benefit. Delta Dental will also determine whether the proposed treatment requires treatment by a Contract Specialist. An Enrollee may contact Delta Dental's Customer Care at 855-370-4215 for information regarding the dental care guidelines for this dental plan.

Teledentistry Services

Teledentistry services are when a Dentist delivers dental services through telehealth or telecommunications to diagnose dental issues, offer dental care advice or determine appropriate dental treatment. It can be a convenient alternative option to an in-person dental appointment.

There are two types of Teledentistry services:

Synchronous is real-time interaction such as a video call with Your Contract Dentist.

Asynchronous is when a video or photo of Your dental issue is sent to Your Contract Dentist and a reply is sent later.

We cover Teledentistry services at the diagnostic oral evaluation cost share amount

shown in Schedule A subject to the limitations and exclusions in Schedule B. A Teledentistry appointment is covered on the same basis and to the same extent that the Benefit is covered through in-person diagnosis, consultation or treatment and is inclusive in the overall patient management care and not a separately payable service.

Please note that not all Contract Dentists offer Teledentistry services and that not all dental conditions can be treated through Teledentistry visits. We recommend contacting Your Contract Dentist and Delta Dental Customer Care for additional information.

If You are experiencing a life-threatening emergency, immediately call 911.

Renewal and Termination of Coverage

Please refer to your Sharp Health Plan EOC for further information regarding renewal and termination of this dental plan.

Second Opinion

You may request a second opinion if you disagree with or question the diagnosis and/or treatment plan determination made by your Contract Dentist. You may also be requested to obtain a second opinion to verify the necessity and appropriateness of dental treatment or the application of Benefits.

Second opinions will be rendered by a licensed Dentist in a timely manner, appropriate to the nature of the Enrollee's condition. Requests involving an Emergency Dental Condition will be authorized or denied in a timely fashion appropriate for the nature of your condition, not to exceed 72 hours after receipt of the request, whenever possible. For assistance or additional information regarding the procedures and timeframes for second opinion authorizations, contact Delta Dental's Customer Care at 1-855-370-4215 or write to Delta Dental.

Second opinions will be provided at another Contract Dentist's facility, unless otherwise authorized by Delta Dental. A second opinion by an Out-of-Network Dentist will be authorized if an appropriately qualified Contract Dentist is not available. Only second opinions which have been approved or authorized will be paid. You will be sent a written notification if your request for a second opinion is not authorized. If you disagree with this determination, you may file a grievance. Refer to the "Enrollee Complaint Procedure" section for more information.

Special Health Care Needs

If you believe you have a Special Health Care Need, you should contact Delta Dental's Customer Care at 1-855-370-4215. Delta Dental will confirm whether such a Special Health Care Need exists and what arrangements can be made to assist you in obtaining Benefits. Delta Dental will not be responsible for the failure of any Contract Dentist to comply with any law or regulation concerning structural office requirements that apply to a Contract Dentist treating Enrollees with Special Health Care Needs.

Facility Accessibility

Many facilities provide Delta Dental with information about special features of their offices, including accessibility information for patients with mobility impairments. To obtain information regarding facility accessibility, contact Delta Dental's Customer Care at 1-855-370-4215.

Enrollee Complaint Procedure

If you have any complaint regarding, eligibility, the denial of dental services or claims, the policies, procedures or operations of Delta Dental or the quality of dental services performed by a Contract Dentist, you may call the Customer Care at 855-370-4215, or the complaint may be addressed in writing to:

Delta Dental of California
Quality Management Department
P.O. Box 1860
Alpharetta, GA 30023

Written communication must include: 1) the name of the patient; 2) the name, address, telephone number and ID number of the Pediatric Enrollee; and 3) the Dentist's name and facility location.

"Grievance" means a written or oral expression of dissatisfaction regarding this plan and/or Dentist including quality of care concerns and will include a complaint, dispute, request for reconsideration or appeal made by Pediatric Enrollee or the Enrollee's representative. Where this plan is unable to distinguish between a grievance and an inquiry, it will be considered a grievance.

"Complaint" is the same as "grievance."

"Complainant" is the same as "grievant" and means the person who filed the grievance including the Enrollee, a representative designated by the Enrollee, or other individual with authority to act on behalf of the Enrollee.

Within five (5) calendar days of the receipt of any complaint, the quality management coordinator will forward to you a written acknowledgment of the complaint, which will include the date of the receipt and contact information. Certain complaints may require that you be referred to a Dentist for clinical evaluation of the dental services provided. Delta Dental will forward to you a determination, in writing, within 30 days of receipt of a complaint. If the complaint involves an Emergency Dental Condition, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the grievance within three (3) days.

Delta Dental's grievance system allows Enrollees to file grievances for at least 180 calendar days following any incident or action that is the subject of the Enrollee's dissatisfaction. Delta Dental does not discriminate against any Enrollee on the grounds that the complainant filed a grievance.

If you have completed Delta Dental's grievance process, or you have been involved in Delta Dental's grievance procedure for more than 30 days, you may file a complaint with the Department. You may seek assistance or file a grievance immediately with the Department in cases involving an imminent and serious threat to your health including, but not limited to, severe pain, potential loss of life, limb or major bodily function. In such case, Delta Dental will provide you with a written statement on the disposition or pending status of your grievance no later than three (3) calendar days from the date of our receipt of your grievance. You may file a complaint with the Department immediately if you are experiencing an Emergency Dental Condition.

The Department is responsible for regulating health care service plans. If you have a grievance against Delta Dental, you should first telephone us at **1-855-370-4215** and use our grievance process above 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 Dental Condition, a grievance that has not been satisfactorily resolved by us, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

Independent Medical Review ("IMR")

You may also be eligible for an IMR. If you are eligible for IMR, the 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 your Emergency Dental Condition or urgent medical services. The Department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The DMHC's internet website **www.dmhc.ca.gov** has complaint forms, IMR application forms and instructions online.

Complaints Involving an Adverse Benefit Determination

For complaints involving an adverse benefit determination (e.g., a denial, modification or termination of a requested benefit or claim), an Enrollee must file a request for review (a complaint) with Delta Dental within 180 calendar days after receipt of the adverse determination. Our review will take into account all information, regardless of whether such information was submitted or considered initially. The review will be conducted by a person who is neither the individual who made the original benefit determination, nor the subordinate of such individual. Upon request and free of charge, we will provide the Enrollee with copies of any pertinent documents that are relevant to the benefit determination, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in making the benefit determination.

If the review of a denial is based, in whole or in part, on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of this Plan, Delta Dental will consult with a Dentist who has appropriate training and experience. If any consulting Dentist is involved in the review, the identity of such consulting Dentist will be available upon request.

General Provisions

Third Party Administrator ("TPA")

Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Dental EOC. Any TPA providing such services or receiving such information will enter into a separate business associate agreement with Delta Dental providing that the TPA will meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

Non-Discrimination Disclosure Discrimination is Against the Law

Delta Dental complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex including sex stereotypes, sexual orientation, pregnancy or related conditions and gender identity. Delta Dental does not exclude people or treat them differently because of their race, color, national origin, age, disability, or sex.

Delta Dental provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effective with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, braille, accessible electronic formats)

Delta Dental provides free language assistance services to people whose primary language is not English, which may include:

- Qualified interpreters
- Information written in other languages

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, please call 855-370-4215 (TTY: 711).

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online or by email, over the phone with a Customer Care representative, or by mail.

Delta Dental Insurance Company
Appeals and Grievances Dept.
P.O. Box 1860
Alpharetta, GA 30023-1860
866-530-9675
deltadentalins.com
1557coordinator@delta.org

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

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

Nondiscrimination Notice

Sharp Health Plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age or disability. Sharp Health Plan does not exclude people or treat them differently because of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age or disability. A copy of the Nondiscrimination Notice can also be accessed at **sharphealthplan.com/members/notices-and-disclosures**.

Sharp Health Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters.
- Provides reasonable modifications for individuals with disabilities, and appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternative formats, such as braille or large print, free of charge and in a timely manner, when such modifications, aids, and services are necessary to ensure accessibility and an equal opportunity to participate to individuals with disabilities.
- Provides free language services to people whose primary language is not English, such as:
    - Qualified interpreters and language assistance services, including electronic and written translated documents and oral interpretation, free of charge and in a timely manner, when such services are a reasonable step to provide meaningful access to an individual with limited English proficiency. If you need these services, contact Customer Care at 1-800-359-2002 (TTY 771).

If you believe that Sharp Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age or disability, you can file a grievance with our Civil Rights Coordinator and Section 1557 Nondiscrimination Coordinator at:

- Address: Sharp Health Plan Compliance Department, Attn: Director of Compliance and Regulatory Affairs Department, 8520 Tech Way, Suite 200, San Diego, CA 92123-1450
- Telephone: 1-800-359-2002 (TTY 711)
- Fax: 1-619-740-8572
- Email: shpcompliance@sharp.com

You can file a grievance in person or by mail or fax, or you can also complete the online Grievance / Appeal form on the plan's website **sharphealthplan.com**. Please call our Customer Care team at 1-800-359-2002 if you need help filing a grievance. You can also file a discrimination complaint if there is a concern of discrimination based on race, color, national origin, age, disability or sex with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at **ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at: U.S. Department of Health

and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

Complaint forms are available at **hhs.gov/ocr/office/file/index.html**.

The California Department of Managed Health Care is responsible for regulating health care service plans. If your grievance has not been satisfactorily resolved by Sharp Health Plan or your grievance has remained unresolved for more than 30 days, you may call toll-free the Department of Managed Health Care for assistance:

- 1-888-466-2219 Voice
- 1-877-688-9891 TDD

The Department of Managed Health Care's website has complaint forms and instructions online: **www.dmhc.ca.gov**

IMPORTANT: Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call Sharp Health Plan right away at 1-858-499-8300 or 1-800-359-2002.

IMPORTANTE: ¿Puede leer esta carta? Si no le es posible, podemos ofrecerle ayuda para que alguien se la lea. Además, usted también puede obtener esta carta en su idioma. Para ayuda gratuita, por favor llame a Sharp Health Plan inmediatamente al 1-858-499-8300 o 1-800-359-2002.

Language Assistance Services

English
ATTENTION: If you do not speak English, language assistance services, free of charge, are available to you. Call 1-800-359-2002 (TTY:711).

Español (Spanish)
ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-359-2002 (TTY:711).

繁體中文 **(Chinese)**
注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-359-2002 (TTY:711)。

Tiếng Việt (Vietnamese)
CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-359-2002 (TTY:711).

Tagalog (Tagalog – Filipino):
PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-359-2002 (TTY:711).

한국어 (Korean):
주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-359-2002 (TTY:711) 번으로 전화해 주십시오.

Հայերեն **(Armenian):**
ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական աջակցության ծառայություններ: Զանգահարեք 1-800-359-2002 (TTY (հեռատիպ)՝ 711).

فارسی (Farsi):
توجه: اگر به زبان فارسی گفتگو می کنید، تسهیالت زبانی بصورت رایگان برای شما تماس بگیرید 1-800-359-2002 (TTY:711) با .باشد می فراهم.

Русский (Russian):
ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-359-2002 (телетайп: 711).

日本語 **(Japanese):**
注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-359-2002 (TTY:711) まで、お電話にてご連絡ください。

ةيبرعلا (Arabic):
ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان .تصل برقم 1-800-359-2002 (رقم هاتف الصم والبكم: 711).

ਪੰਜਾਬੀ (Punjabi):
ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁ ਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁ ਹਾਡੇ ਲਈ ਮੁ ਫਤ ਉਪਲਬਧ ਹੈ।
1-800-359-2002 (TTY/TDD: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

ខ្មែរ (Mon Khmer, Cambodian):
ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្ន ួ ល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរទូរស័ព្ទ 1-800-359-2002 (TTY:711)។

Language Assistance Services

Hmoob (Hmong):
LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-359-2002 (TTY:711).

हिंदी (Hindi):
ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-359-2002 (TTY:711) पर कॉल करें।कॉल करें।

ภาษาไทย (Thai):
เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-800-359-2002 (TTY:711).

SHARP Health Plan

Consider us your personal health care assistant®

sharphealthplan.com

customer.service@sharp.com

1-800-359-2002