

COVERED SERVICE	COPAYMENT
<p>PHYSICIAN OFFICE SERVICES</p> <p>Physician Office Services Include:</p> <ul style="list-style-type: none"> • Physician Office Visits • Medications, supplies and materials administered in the office • Second Surgical Opinion <p>Laboratory Tests and X-Ray performed in the Physician’s office</p> <p>MRI, CT Scans, Sleep Study, Nuclear Stress Tests and PET Scan performed in the Physician’s office</p> <p>Allergy Services</p> <ul style="list-style-type: none"> • Office Visits • Allergy Testing • Serum • Injection Administration <p>Maternity Care, including Pre- and Post-Natal Obstetrical Care</p> <p>Surgical Procedures performed in the Physician’s Office</p>	<p>\$30 per visit to the PCP – Deductible Waived \$45 per visit to the Specialist – Deductible Waived</p> <p>20% Copay – After Deductible</p> <p>20% Copay – After Deductible</p> <p>\$30 per visit to the PCP – Deductible Waived \$45 per visit to the Specialist – Deductible Waived</p> <p>50% of the Allowable Amount – After Deductible 50% of the Allowable Amount – After Deductible 50% of the Allowable Amount – After Deductible</p> <p>\$30 per office visit – Deductible Waived</p> <p>20% Copay – After Deductible</p>
<p>PREVENTIVE SERVICES</p> <p>Preventive Services Include:</p> <ul style="list-style-type: none"> • Annual Routine Physicals • Well Baby and Well Child Care • Routine Eye, Speech and Hearing Screenings for Children when performed during an office visit • Routine Immunizations for ages 6 and older • Examinations and Testing for the detection of Prostate Cancer • Routine Laboratory and X-Ray <p>Immunizations for Newborns (birth to 6-years of age)</p> <p>Newborn Child Hearing Screenings (birth to 30-days old)</p> <p>Well Woman Exam including Routine Annual Physicals including low dose mammography screenings.</p> <p>Preventive Diagnostics and Testing:</p> <ul style="list-style-type: none"> • Non-routine screening mammograms including Digital, X-ray and Ultrasound • Screening for the detection of Colorectal Cancer <i>(If other procedures are needed during the screening, additional Copayments, Deductible, and/or Coinsurance will apply.)</i> • Bone Mass Measurement 	<p>\$30 per visit to the PCP – Deductible Waived \$45 per visit to the Specialist – Deductible Waived</p> <p>No Copay – Deductible Waived</p> <p>No Copay – Deductible Waived</p> <p>\$30 per office visit – Deductible Waived</p> <p>20% Copay – After Deductible</p>
<p>FAMILY PLANNING SERVICES</p> <p>Family Planning and Counseling</p>	<p>\$30 per visit to the PCP – Deductible Waived \$45 per visit to the Specialist – Deductible Waived</p>

COVERED SERVICE	COPAYMENT
<p>Contraceptive Devices, Implants and Injections including:</p> <ul style="list-style-type: none"> • Diaphragm • IUD • Subdermal Contraceptive Implants & Removal • Depo-Provera™ Injections <p>STERILIZATION PROCEDURES (Vasectomy & Tubal Ligation)</p> <ul style="list-style-type: none"> • When performed in an Outpatient Facility • When performed in the Physician's Office • When performed in an Inpatient Facility 	<p>50% of the Allowable Amount for all charges – After Deductible. Applies to materials, procedures, and services.</p> <p>20% Copay – After Deductible 20% Copay – After Deductible See Inpatient Services</p>
<p>DIABETIC SERVICES</p> <p>Diabetic Self-Management Education</p> <p>Insulin and Diabetic Insulin</p> <ul style="list-style-type: none"> • 30 Day Supply <ul style="list-style-type: none"> ○ 1st tier - Generic Drugs ○ 2nd tier - Brand name drugs on drug list ○ 3rd tier - Brand name drugs not on drug list • Mail Order (up to 90- day supply) <ul style="list-style-type: none"> ○ 1st tier - Generic Drugs ○ 2nd tier - Brand name drugs on drug list ○ 3rd tier - Brand name drugs not on drug list <p>Test Strips</p> <ul style="list-style-type: none"> • Level 1 Strips • Level 2 Strips <p>Other Diabetic Supplies and Equipment (30 Day Supply)</p>	<p>\$30 per visit to the PCP – Deductible Waived \$45 per visit to the Specialist – Deductible Waived</p> <p>\$20 per prescription – After Deductible \$50 per prescription – After Deductible \$100 per prescription – After Deductible</p> <p>\$60 per prescription – After Deductible \$150 per prescription – After Deductible \$300 per prescription – After Deductible</p> <p>10% per item – After Deductible 20% per item – After Deductible</p> <p>20% per item – After Deductible</p>
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<p>EMERGENCY ROOM SERVICES</p> <p>Emergency Room</p> <p>Minor Emergency/Urgent Care Center</p> <p>Ambulance</p>	<p>20%– After Deductible <i>Emergency Room Copay is waived if admitted to Hospital</i></p> <p>20% Copay – After Deductible</p> <p>20% Copay – After Deductible</p>

COVERED SERVICE	COPAYMENT
<p>OTHER HEALTH CARE SERVICES</p> <p>Limited Accidental Dental Care and Medically Related Oral Surgeries: <i>Limited to \$1,000 Calendar Year Maximum Benefit</i></p> <p>Therapy Services: <i>Limited to 20 visits per Therapy Service per Calendar Year</i></p> <ul style="list-style-type: none"> • Rehabilitation Therapy • Speech Therapy • Occupational Therapy • Physical Therapy <p>Hospice Care: <i>Lifetime Maximum of \$10,000</i></p> <p>Spinal Manipulation: <i>Limited to 10 visits per Calendar Year</i></p> <p>Pain Management Services</p> <p>Durable Medical Equipment (DME): <i>DME is limited to \$2,000 per Calendar Year. DME used in the treatment of diabetes, oxygen and monitoring devices are not included in the \$2,000 maximum.</i></p> <p>Medical Supplies</p> <p>Prosthetics: External Devices: <i>Lifetime Maximum of \$4,000 per Device/Limb</i></p> <p>Orthotics</p> <p>Internal Implantable Devices</p> <p>Dialysis Services (Inpatient & Outpatient)</p> <p>Organ Transplant Services (Inpatient & Outpatient) <i>Lifetime Maximum of \$300,000</i></p> <p>Home Health Services: <i>Limited to 20 visits per Covered Service per Calendar Year</i></p> <ul style="list-style-type: none"> • Includes treatment of covered illness or injury in your home • EXCLUDES speech, physical, and occupational therapy 	<p>20% Copay – After Deductible</p> <p>\$30 per visit to the PCP – Deductible Waived \$45 per visit to the Specialist – Deductible Waived</p> <p>20% Copay – After Deductible</p> <p>\$45 per visit – Deductible Waived</p> <p>Included in the physician office services, outpatient services/surgery, or inpatient services copayment.</p> <p>50% of the Allowable Amount per piece of equipment or supply – After Deductible</p> <p>50% of the Allowable Amount per piece of equipment or supply – After Deductible</p> <p>50% of the Allowable Amount per device – After Deductible</p> <p>50% of the Allowable Amount per device – After Deductible</p> <p>50% of the Allowable Amount per device – After Deductible</p> <p>Included in the physician office services, outpatient services/surgery, or inpatient services copayment.</p> <p>Included in the physician office services, outpatient services/surgery, or inpatient services copayment.</p> <p>20% Copay – After Deductible</p>

CALENDAR YEAR MAXIMUM BENEFIT

\$1,000 per Member

CALENDAR YEAR DEDUCTIBLE

\$100 per Member

This Rider is issued to You in connection with and amends Your FirstCare Individual Evidence of Coverage. This Rider is effective as of the date of Your Individual Evidence of Coverage. Capitalized terms used in this Rider that are not defined herein shall have the meanings ascribed to such terms in Your Evidence of Coverage.

FirstCare is pleased to offer you an additional benefit for Prescription Drug Coverage for the following copayments per prescription or refill:

	PARTICIPATING RETAIL PHARMACY Standard Drugs 30-day supply	PARTICIPATING RETAIL PHARMACY Maintenance Drugs*		PARTICIPATING HOME DELIVERY PHARMACY Maintenance Drugs* 90-day supply
		30-day supply	90-day supply	
Tier I	\$20 per Prescription	\$26 per Prescription	\$78 per Prescription	\$60 per Prescription
Tier II	\$50 per Prescription	\$65 per Prescription	\$195 per Prescription	\$150 per Prescription
Tier III	\$100 per Prescription	\$130 per Prescription	\$390 per Prescription	\$300 per Prescription
**Tier IV	30% per Prescription	40% per Prescription – 30 or 90 day supply		30% per Prescription
Tier V	50% per Prescription	65% per Prescription – 30 or 90 day supply		50% per Prescription

*Plan provides two fills of maintenance medications through Participating Retail Pharmacies at the standard drug copayment level. After that, maintenance medications can be procured through the Home Delivery Pharmacy or through the Participating Retail Pharmacy at the applicable maintenance drug copayments.

** If drugs covered under the Tier IV benefit level are also covered through Your medical benefit plan; then the benefit coverage is provided through this Prescription Drug Rider and is non-duplicative. Refer to Your Schedule of Benefits for details

WHAT THIS RIDER COVERS

This Rider covers the following Prescription Drugs included in the approved FirstCare Drug Coverage List (DCL) when they are prescribed by a Primary Care Physician (PCP) or other authorized referral Prescribers:

- Medically Necessary Prescription Drugs including Generic drugs and drugs listed in the FirstCare DCL. When a Generic Drug is available and the Brand Name is dispensed, You will be responsible for the Generic Drug Copayment plus the difference between the cost of the Generic Drug and the cost of the Brand Name Drug. However, if the prescription is written "Dispense as written", then you will only pay the necessary copay for the Brand Name Drug as it is listed on the DCL.
- Compound medications must contain at least one covered Legend Drug.
- Legend Pre-natal vitamins.
- Growth hormone therapy for the treatment of documented growth hormone deficiency in children and adults.
- Formulas necessary for the treatment of Phenylketonuria (PKU) or other Heritable Disease.
- Contraceptive legend drugs and devices.
- Injectable medications recognized by the FDA as appropriate for self-administration (referred to as "Self-Injectable" drugs), regardless of the Insured's ability to self-administer.

LIMITATIONS

- Certain medications are subject to dispensing limitations based upon generally accepted medical practice, including but not limited to, medications contained in the FirstCare DCL.
- Certain medications are subject to prior authorization, including but not limited to, medications contained in the FirstCare DCL.
- New FDA approved medications (unique chemical entities) will require prior authorization until they have been reviewed by the FirstCare P&T committee, and their coverage status is determined.
- Medications covered under this Rider are limited to a 30-day supply. Maintenance medications for chronic conditions may be filled up to a 90-day supply through Participating Retail Pharmacies or through the Home Delivery Pharmacy program.
- Prescriptions must be written by a Plan Provider or authorized referral Prescriber and filled at a Participating Pharmacy. Prescriptions written by non-Plan Providers, or filled by non-Participating Pharmacies will not be covered, except in cases of medical emergency.
- Prescription Drugs that are dispensed by an out-of-network Pharmacy are not covered unless authorized for emergency purposes. Refills or new prescriptions must be filled at a Participating Pharmacy.
- Prescriptions will not be refilled until 75% percent of the prescription has been used.
- Medications prescribed for non-FDA approved indications, referred to as off-label drug use, *are not covered*. This includes experimental and investigational drugs, used to treat, any disease or condition that is excluded from coverage under this Rider, or that the FDA has determined to be contraindicated for treatment of the current indication. Off-label drug use may be covered if the drug is approved by the FDA for at least one indication, and is recognized by reproducible studies for treatment of the indication for which the drug is prescribed in substantially accepted peer-reviewed national medical professional journals and a nationally recognized medical technology evaluation service.
- One vacation override is allowed each annual year.

WHAT IS NOT COVERED

- Medications not listed on the DCL.
- Drugs that by law do not require a prescription unless listed in the DCL.
- Prescriptions written in connection with any treatment or service that is not a covered benefit unless listed in the DCL.
- Devices of any kind, even those requiring a prescription, including but not limited to therapeutic devices, health appliances, hypodermic needles or similar items.
- Any medication that is not Medically Necessary. Denials for medications that are not medically necessary are subject to the Member Complaint and Appeal Procedures outlined in Section 9 of your Evidence of Coverage.
- Over-the-counter vitamins and mineral supplements.
- Appetite suppressants, anti-smoking aids (e.g. Nicorette gum and nicotine patches), medications used for any cosmetic improvement, including wrinkles, uncomplicated nail fungus regardless of ambulation or pain, hair loss, growth or removal, idiopathic non-growth hormone deficiency short stature, and DESI Drugs.
- Growth hormone drugs for persons 18 years of age or older. However, growth hormone therapy for the treatment of documented growth hormone deficiency in children and adults, are covered when services are pre-authorized.
- Prescriptions or refills that replace lost, stolen, spoiled, expired, spilled or are otherwise misplaced or mishandled by the Member.
- Prescriptions written for the treatment of infertility.
- Any medication covered under Your medical plan.

GENERAL PROVISIONS

- The monthly premium rate charged for this Rider is included in the monthly premium charged for the Individual Contract. The applicable rate is specified on the rate schedule attached to the Individual Agreement and You agree to remit to FirstCare the Rider premium due, along with and on the same date as its regular premium.
- In the event any Member's coverage under the Individual Contract terminates, this Rider will terminate automatically without further action or notice unless otherwise prohibited by applicable law.
- Until further notice, all terms, limitations, exclusions and conditions of the Individual Contract Evidence of Coverage remain unchanged except as provided in this Rider.
- For High Deductible Health Plans (HDHP), the deductible and out-of-pocket maximum of the Plan will apply to this Rider. Also, copayments under this Rider will count toward the Plan's deductible and out-of-pocket maximum.
- If We place a medication on a higher tier during the plan year, you will continue to pay the copayment for the drug at the lower cost tier until Your next plan renewal date.

DEFINITIONS

Brand Name Drug means a drug that has no Generic Equivalent or a drug that is the innovator or original formulation for which the Generic Equivalent forms exist.

Contract Year Deductible is the amount of Covered Prescription Drug Expenses You must pay for each Member before any benefits are available.

Copayment means the amount that will be charged to the Member by the Participating Pharmacy or Home Delivery Pharmacy for dispensing or refilling any Prescription Order.

Covered Drugs means those medications prescribed by a Physician that, under state or federal law, may be dispensed only by a Prescription Order or is a compounded prescription that contains at least one legend ingredient or insulin. The maximum amount dispensed will not exceed an amount required for 30 consecutive days. Medications for chronic conditions may be filled up to a 90-day supply.

DESI Drugs: Any drug targeted in the FDA's Drug Efficacy Study Implementation (DESI) which demonstrates a lack of evidence supporting the drug's efficacy.

Drug Coverage List or DCL means a comprehensive list of medications consisting of Generic Equivalent drugs and single source (sometimes referred to as Brand Name) drugs. The FirstCare DCL is the list of medications authorized by the FirstCare Pharmacy and Therapeutics Committee to be dispensed through Participating Pharmacies. The DCL may be revised from time to time.

Experimental or Investigational means any drug, device, treatment or procedure that would not be used in the absence of the Experimental or Investigational drug, device, treatment or procedure. We consider a drug, device, treatment or procedure to be Experimental or Investigational if:

- It cannot be lawfully marketed without the approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time it is provided; or
- It was reviewed and approved by the treating Facility's Institutional Review Board or similar committee, or if federal law requires it to be reviewed and approved by that committee. This exclusion also applies if the informed consent form used with the drug, device, treatment or procedure was (or was requested by federal law to be) reviewed and approved by that committee; or
- Reliable evidence shows that the drug, device, treatment or procedure is the subject of ongoing Phase I or Phase II clinical trials; is the research, experimental, study or investigational arm of ongoing Phase III clinical trials; or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its effectiveness, or its effectiveness compared to a standard method of treatment or diagnosis;
- The safety and/or efficacy has not been established by reliable, accepted medical evidence; or
- Reliable evidence shows that the prevailing opinion among experts is that further studies or clinical trials of the drug, device, treatment or procedure are needed to determine its maximum tolerated dose, its toxicity, its safety, its effectiveness, or its effectiveness compared to a standard method of treatment or diagnosis.

"*Reliable evidence*" includes only published reports and articles in authoritative medical and scientific literature, and written protocols and informed consent forms used by the treating Facility or by another Facility studying substantially the same drug, device, treatment or procedure.

Facility means a health care or residential treatment center licensed by the state in which it operates to provide medical inpatient, residential, day treatment, partial hospitalization, or outpatient care. Facility also means a treatment center for the diagnosis and/or treatment of Chemical Dependency or Mental Illness.

Generic Equivalent Prescription Drug means a Prescription Drug that is pharmaceutically and therapeutically equivalent to a Brand Name Drug as classified by First Data Bank or other nationally recognized drug classification service.

Heritable Disease means an inherited disease that may result in mental or physical retardation or death.

Member means either the Subscriber or his eligible Dependents covered under the Plan.

Legend Drug means a drug that federal law prohibits dispensing without a written prescription.

Maintenance Drug means medication prescribed for a chronic long term condition and is taken on a regular recurring basis. Conditions that may require maintenance drugs are high blood pressure and diabetes.

Participating Pharmacy means a pharmacy that has been approved by FirstCare to provide Prescription Drugs to Members.

Participating Home Delivery Pharmacy means a pharmacy providing prescription service by mail which has contracted with FirstCare to provide such services.

Phenylketonuria means an inherited condition that may cause severe developmental deficiency, seizures or tumors, if not treated.

Prescription Drug means any Legend Drug that has been approved by the Food & Drug Administration (FDA), is not Experimental or Investigational, and requires a prescription by a duly licensed Physician.

Standard Drug means a FDA approved medication that requires a written prescription by a licensed physician.

For more information and to view the DCL, please visit www.FirstCare.com.

SHA, L.L.C. dba FIRSTCARE
12940 N. Highway 183
Austin, Texas 78750
(512) 257-6000
1-800-884-4901



This Consumer Choice of Benefits Health Maintenance Organization health care plan, either in whole or part, does not provide state-mandated health benefits normally required in evidences of coverage in Texas. This standard health benefit plan may provide a more affordable health plan for you, although, at the same time, it may provide you with fewer health plan benefits than those normally included as state-mandated health benefits in Texas. Please consult with your insurance agent to discover which state-mandated health benefits are excluded in this evidence of coverage.

Welcome To FirstCare

Dear Subscriber:

On behalf of FirstCare, I am pleased to welcome You to Our Health Plan.

Please take a few minutes to read this booklet and become familiar with the HMO benefits Your Plan covers and does not cover as explained herein.

A representative from Our Customer Service Department will be calling to assist You in understanding Your FirstCare coverage. However, if you have questions or need information about how to use Your FirstCare Plan before you receive this call, please contact Our Customer Service Department at (800) 884-4901.

Thank You for selecting FirstCare.

**SHA,L.L.C. dba FirstCare
12940 N Highway 183
Austin, Texas 78750
(512) 257-6000
(800) 884-4901**

INDIVIDUAL CONTRACT
EVIDENCE OF COVERAGE

This Individual Contract Evidence of Coverage is issued to You (and Your eligible enrolled Dependents), because You have enrolled in the health maintenance organization of SHA, L.L.C. dba FirstCare. Your Evidence of Coverage, along with any attachments hereto, constitutes Your contract with FirstCare. By completing Your enrollment form, making payment of applicable premiums, and accepting this Evidence of Coverage, You (and Your Dependents if any) agree to abide by and adhere to the provisions, terms and conditions contained in Your Evidence of Coverage.

You have 10 days to examine this Evidence of Coverage after you received it. If after examining it you are not satisfied for any reason, you may return it within the 10-day period and the premium you have paid will be returned to you. However, if you receive any services prior to returning this Evidence of Coverage, you will be responsible for those services.

The effective date of coverage of Your Evidence of Coverage shall be as indicated on Your FirstCare Member ID card and confirmed by FirstCare.

FirstCare - Health Plans that Work for Texans

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FirstCare's toll free telephone number for information or to make a complaint at:

(800) 884-4901

You may also write to Us at:

**SHA, L.L.C. dba FirstCare
ATTN: Coordinator of Complaints & Appeals
1901 West Loop 289
Suite 9
Lubbock, Texas 79407**

FirstCare

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should You have a dispute concerning Your premium or about a claim, You should contact FirstCare first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al numero de teléfono gratis de FirstCare's para información o para someter una queja al:

(800) 884-4901

Usted también puede escribirnos a:

**SHA, L.L.C. dba FirstCare
ATTN: Coordinator of Complaints & Appeals
1901 West Loop 289
Suite 9
Lubbock, Texas 79407**

FirstCare

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con FirstCare primero. Si no se resuelva la disputa, puede entonces comunicarse con al Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de información y no se convierte en parte o condición del documento adjunto.

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SERVICE AREA MAP AND DESCRIPTION

FirstCare - Health Plans that Work for Texans

This document, known as the "Evidence of Coverage," describes the benefits available to you under your FirstCare Health Plan. At the time you enroll in FirstCare, and at other times after that, We may also provide supplements (known as "Riders or Amendments") that describe any additional benefits or any changes in your benefits or the terms of your coverage.

Throughout this document, "You" and "Your" refer to a FirstCare Member, including any eligible dependents of the FirstCare Member (such as spouses and children) who are also enrolled in the Plan. "We," "Our," and "Us" refer to FirstCare. "Your Plan" and "the Plan" refer to the FirstCare Health Plan which is described in this document, together with your Schedule of Copayments.

Here is what you will find in this document:

SECTION 1: Requirements For All Health Care Services. This section describes the general requirements that apply to all health care services covered under your Plan. For instance, it tells you which health care professionals you may go to for covered services. It also describes referrals to specialists and prior approvals for hospitalizations and other services.

SECTION 2: Eligibility and Enrollment. This section explains eligibility requirements for membership in FirstCare and effective dates for newly eligible dependents.

SECTION 3: What Is Covered. This section tells you which health care services are covered under your Plan, along with any limits on coverage for specific services. Section 3 also tells you the amount (if any) you have to pay at the time you receive services. This amount is called your "Copayment".

SECTION 4: Emergency and Out-of-Area Urgent Care Services. This section describes what services We will cover in a medical emergency, both inside and outside of FirstCare's Service Area. It explains your coverage for urgent care services when you are *outside* the FirstCare Service Area, and when the situation is not serious enough to be considered a medical emergency. This section also tells you how to get covered care if you urgently need services while you are *inside* the Service Area.

SECTION 5: What Is Not Covered. This section describes health care services that are not covered under your Plan.

SECTION 6: Utilization Review (U.R.) Program. This section describes the pre-authorization process required for some benefits.

SECTION 7: Premiums and Termination of Coverage or Benefits. This section tells you about your premiums, when they are due and what happens if your payments are late or if you fail to make premium payments. This section also provides specific reasons why your coverage or benefits may be terminated or canceled.

SECTION 8: Member Complaint & Appeal Procedure. This section describes the process FirstCare has developed for you to follow should you have a complaint or dissatisfaction about any aspect of Our operation. The section also tells you how to use Our Appeal process if you disagree with Our resolution to your complaint.

SECTION 9: Miscellaneous Provisions. This section describes certain provisions including reimbursement of claims that you have paid, authority to examine your health records and incontestability provisions.

SECTION 10: Definitions. This section provides definitions of some of the terms used throughout this document. This document also uses specific medical terms for certain illnesses and treatments, which may not be defined in Section 10. If you have questions about any of these terms, please call the FirstCare Member Services Department at 1-800-449-4901.

FirstCare - Health Plans that Work for Texans

SECTION 1 – REQUIREMENTS FOR ALL HEALTH CARE SERVICES

To be covered under Your Plan, health care services must meet all of the requirements described in this section.

A. MEDICAL NECESSITY

The service must be *medically necessary* as determined by the FirstCare Medical Director. By *medically necessary*, We mean that the service meets *all* of the following conditions:

- The service is required to diagnose, treat, or prevent a covered illness or injury, or a medical condition, such as pregnancy;
- If You have a covered illness or condition, it is a service You need in order to improve Your condition or to keep Your condition from getting worse;
- It is generally accepted as safe and effective under standard medical practice in Your community; and
- The service is provided in the most cost-efficient way, while still giving You an appropriate level of care.

Not every service that fits this definition is covered under Your Plan. To be covered, a medically necessary service must also be described in *Section 3, What Is Covered*. For example, We *do not* cover any preventive, family planning services not specified in Section 3. *Just because a Physician or other health care provider has performed, prescribed, or recommended a service does not mean it is medically necessary or that it is covered under Your Plan.* (Also see Section 5, *What Is Not Covered*.)

B. PRIMARY CARE PHYSICIAN

All Covered Health Services must be either provided by Your Primary Care Physician (PCP) or a Plan Provider. For more information about who can serve as a PCP, please see the definition of "Primary Care Physician" in *Section 10, Definitions*.

Some services require Our pre-approval. *Section 3, What Is Covered* will tell You when Our pre-approval is required before services are received.

C. YOUR RIGHT TO CHOOSE AN OBSTETRICIAN OR GYNECOLOGIST

You are permitted to designate an obstetrician or gynecologist to obtain direct access to the health care services provided by Your designated obstetrician or gynecologist, without a referral from Your PCP or prior authorization from Us. You are not required to choose an obstetrician or gynecologist, but may decide to have Your PCP provide these services. If You need help choosing a FirstCare obstetrician/gynecologist or to change Your Physician, You may call Our Customer Service Department at (800) 884-4901. If You prefer, you may also go to the FirstCare website at www.firstcare.com.

Once You have selected a FirstCare obstetrician/gynecologist, You do not need a referral from Your PCP or pre-approval from Us to make an appointment. You may call Your obstetrician or gynecologist's office directly to schedule Your office visit.

Your FirstCare obstetrician/gynecologist may also refer You for treatment for a disease or condition that is within the scope of an obstetrics and gynecological specialty practice, including treatment of medical conditions concerning the breasts.

D. PLAN PROVIDERS

The service must be provided:

- By a Physician or other health care professional who participates in the FirstCare network; and
- At a Hospital, laboratory or other facility that also participates in the FirstCare network.

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"Plan Providers" are health care providers in Your community who participate through a contract with FirstCare to provide services to FirstCare Members. The provider must be a Plan Provider at the time the service is rendered. A more detailed definition of Plan Provider appears in *Section 10, Definitions*.

For more information on participating providers, check the FirstCare Provider Directory. Remember that the provider directory is subject to change, so You may want to call Our Customer Service Department at (800) 884-4901 to request a current Provider Directory or go to the FirstCare website at www.firstcare.com for current information.

There are special circumstances under which You may obtain Covered Health Services from providers who are not part of the FirstCare network:

- You may have to use out-of-plan providers for emergency or out-of-area urgent care services described in *Section 4, Emergency and Out-of-Area Urgent Care Services*;
- If We determine medically necessary care cannot be provided by any health care provider participating in the FirstCare network, Your PCP may refer You to an out-of-plan provider. However, for these services, We must approve the referral at least five days in advance;
- Out-of-plan providers may be used in cases of court-ordered coverage for Dependent children who live outside of FirstCare's Service Area. However, We must approve services that normally require a referral (e.g. inpatient and outpatient procedures, rehabilitation, speech, occupational, or physical therapies) in advance or it will not be covered. Please refer to the specific benefit coverage detailed in *Section 3, What Is Covered*;
- When We agree to continue coverage for the services of a provider who stops participating in the FirstCare network, You may only use an out-of-plan provider in accordance with the *Continuity of Coverage* provision in this section, when these arrangements have been pre-approved by Us; or
- In all cases, out-of-plan providers will be reimbursed the Usual, Customary and Reasonable (UCR) Amount for care received or We will arrange to pay those providers directly at rates negotiated with the provider by FirstCare.

E. ANCILLARY PROVIDERS

An Ancillary Provider is a provider with whom a PCP may be required to consult and/or coordinate referrals for certain Covered Health Services on Your behalf. Your PCP may be required to consult with an Ancillary Provider on Your behalf to provide certain services, such as mental health services. If You need to obtain information about the health care services that require consultation with an Ancillary Provider, the identity of the Ancillary Providers who coordinate referrals for such health care services in Your area, or a current list of providers of those health care specialty services in Your area, call Our Customer Service Department at (800) 884-4901.

F. CONTINUITY OF COVERAGE

You will be notified if You are under the care of a Plan Provider and he or she stops participating in the FirstCare network. Special circumstances may exist where We will continue to provide coverage for that provider's services even though he or she is no longer a Plan Provider with Us. Special circumstances may include a person with a disability, an acute condition, a Life-Threatening illness, or who is past the 24th week of pregnancy. We will continue to provide coverage only if all the following conditions are met:

- The provider submits a written request to Us for continued coverage of Your care. The request must (a) identify the condition for which You are being treated and (b) indicate that the provider reasonably believes that discontinuing his or her treatment of You could cause You harm; and
- The provider agrees to continue accepting the same rate of reimbursement that applied when he or she was still a Plan Provider, and agrees not to seek payment from You for any amounts for which You would not be responsible if the provider were still participating in the FirstCare network.

The continuity of coverage available under this section shall not exceed 90 days beyond the date the provider's termination takes effect, except for Members who are past the 24th week of pregnancy at the

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time the provider's termination takes effect. Coverage may be extended through delivery of the child, immediate postpartum care, and the follow-up check-up within the first six weeks of delivery. You will continue to be responsible for appropriate Copayments.

For members who have been diagnosed with a terminal illness at the time of the Provider's termination from the plan, coverage will extend no more than a nine-month period after the effective date of the termination.

G. OTHER RESTRICTIONS

In addition to the general requirements described above, there are specific restrictions on Your coverage for some services. For instance, some services are only covered if We pre-approve them. There are also time limits on Your coverage for some services. These restrictions are described in *Section 3, What is Covered*.

H. COPAYMENTS

Copayments are the amounts You are required to pay to a Plan Provider or other authorized provider in connection with the provision of Covered Health Services. The Copayment amounts are indicated in the Schedule of Copayments.

I. DEDUCTIBLE

The amount of covered health services You are responsible for paying each Plan year before benefits become payable under the Policy. The Deductible is the amount of Covered Expenses You must pay for each Member before any benefits are available regardless of provider type. Refer to your Schedule of Co-payments for Deductible amount.

J. OUT-OF-POCKET MAXIMUM

The total dollar amount a Member must pay each Calendar Year before We pay benefits at 100% up to the Usual, Customary and Reasonable (UCR) amount for those Covered Services subject to the deductible. Co-payments subject to the Deductible will apply to the Out-Of-Pocket Maximum after the deductible is met. For those Covered Services where the Deductible was waived, Member is still responsible for paying applicable co-payments even though Member has reached the Out-of-Pocket Maximum. The Out-Of-Pocket Maximum does not include: (a) Co-payments not subject to the Deductible, (b) charges for non-covered services, (c) Outpatient prescription drug co-payments (d) any amount owed over Usual, Customary and Reasonable (UCR) amount (e) and deductibles. Refer to your Schedule of Co-payments for Out-of-Pocket maximum amounts.

K. OUT-OF-POCKET MAXIMUM FOR SPECIFIC SERVICES

The total amount You or Your Dependents are responsible to pay for Medical Injectable Drugs, Defined Hybrid Injectables, Radiation Therapy, Transplant Anti-rejection Therapy, Home Infusion Medications (excluding "self-injectable" drugs), Chemotherapy and Defined Associated Agents per Calendar Year. Once You reach Your Out-of-Pocket Maximum amount for these specific medically necessary services (as listed in Your Schedule of Copayments), We will pay 100% of Our contracted rate for the remainder of the Calendar Year.

L. FirstCare REVIEW

In making any decision about coverage of Your health care services under the Plan, We may consult with any health care professional or organization that We believe will be helpful, if permitted by law. We also have the right to have health care professionals of Our choice examine Your medical records and physical condition, if permitted by law. We may use this information to assist in the coordination of Your covered services (such as planning for Your care after You are discharged from the Hospital), to help Us in making decisions about pre-approval of services, and other decisions concerning Your coverage under the Plan.

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SECTION 2 – ELIGIBILITY AND ENROLLMENT

A. Subscriber Coverage

To be eligible to enroll as a FirstCare Subscriber, You must:

- Live or work in the FirstCare Service Area.
- Meet Underwriting guidelines.

B. Dependent Coverage

To be eligible to enroll as a Dependent, a person must:

- Meet underwriting guidelines;
- Live or work in the FirstCare Service Area;
- Be an eligible Dependent of a Subscriber, and;
 - a. Be Your spouse as defined by Texas law;
 - b. Be an unmarried child (including a step-child or a legally adopted child) of You or Your spouse who is under age 25 and who is dependent upon You or Your spouse for support;
 - c. Be an unmarried child for whom You or Your spouse is a court appointed legal guardian. You must provide proof of such guardianship with Your Dependent's enrollment form;
 - d. Be an unmarried child who is and continues to be both:
 - Unable to maintain self-sufficient employment because of a mental or physical handicap; and
 - Mainly dependent upon You for economic support and maintenance. You must provide proof of Your child's incapacity and dependency (e.g. a Physician's statement) to Us within 31 days of Your child's reaching the limiting age of 25. Afterward, You may be required to show proof of Your child's dependency, but not more often than once per year. FirstCare's determination of eligibility shall be final;
 - e. Be a newborn child of You or Your spouse. To make sure Your child has continued coverage, You must enroll Your newborn as a Dependent within 31 days following Your child's birth, and pay any additional premium charges.

If Your newborn child is born outside the FirstCare Service Area due to an emergency, or is born in an out-of-plan facility to a mother who does not have coverage under this Evidence of Coverage, We may require transfer to a Plan facility and, if applicable, to a Plan Provider. Such transfer must be medically appropriate and approved by the newborn's treating Physician;
 - f. An unmarried child of a Dependent (i.e., the Subscriber's grandchild) who is dependent upon You (i.e., grandparent) for support as defined by the United States Internal Revenue Code and applicable federal regulations, and who otherwise meets the requirements for an unmarried child specified above. Coverage may not be terminated solely because the covered child is no longer Your or Your spouse's Dependent for federal income tax purposes; or
 - g. Be an unmarried child for whom You or Your spouse must provide medical support by court order issued under Section 14.061, Texas Family Code. A child eligible under this provision is not required to live in the FirstCare Service Area.

Note: With the exception of a child who is the subject of a medical support order, Eligible Members residing outside the Service Area must return to the FirstCare Service Area to receive Covered Health Services. Emergency services that meet the requirements for coverage under *Section 4, Emergency and Out-of-Area Urgent Care Services* are covered.

C. ENROLLMENT AND EFFECTIVE DATE OF COVERAGE

Subject to FirstCare's approval and acceptance of a completed enrollment application, medical underwriting approved by Us, and the payment of applicable premiums, your coverage shall become effective as follows:

1. Initial Enrollment

Coverage under this Certificate of Insurance shall become effective as of the date approved by FirstCare.

2. Newly Eligible Dependents

Coverage will be effective as of the date of the event establishing eligibility, (such as marriage, adoption, guardianship or birth) and no proof of insurability is required, provided appropriate enrollment forms and applicable premium payments are received by FirstCare within 31 days of the event. Newborn children of the Subscriber or Subscriber's spouse and newborn children of enrolled Dependents are covered for the 31 days from date of birth.

A child is considered to be a child of the Subscriber or Subscriber's spouse if the Subscriber or Subscriber's spouse is a party in a suit in which the adoption of the child is sought. The adopted child may be enrolled within either:

- Thirty-one days after the Subscriber or Subscriber's spouse is a party in a suit for adoption; or
- Thirty-one days of the date the adoption is final.

NOTE: Newly eligible Dependents, including newborn children, not added to coverage and applicable premiums are not received by FirstCare within 31 days of the event, will be subject to medical underwriting.

D. NOTICE OF INELIGIBILITY

It shall be the Subscriber's responsibility to notify FirstCare of any changes, which will affect his or her eligibility or that of Dependents, for services or benefits under this Evidence of Coverage, within 31 days of the event.

SECTION 3 – WHAT IS COVERED

This section describes:

- The health care services covered under Your Plan; and
- Restrictions and limitations related to a specific type of health care service, including whether We must pre-approve the service for it to be covered. Your Copayment (if any) can be found in the Schedule of Copayments.

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

A. Outpatient Services

The outpatient services covered by Your Plan are:

1. Physician Office Visits

We cover visits to the Physician's office for diagnosis or treatment of an illness or injury.

The office visit Copayment applies when You have patient contact with the Physician, physician assistant, nurse, or nurse practitioner.

2. Physician Services At Home

We cover Physician services provided to You in Your home, but only if You are unable to leave your home for medical reasons; and the services could not be performed by someone who is not a Physician.

3. Laboratory Services

We cover medically necessary laboratory services when the PCP, a Plan Provider, or other authorized Physician prescribes them.

4. Radiology Services

We cover x-rays and other radiology services needed for diagnosis and/or treatment.

5. Surgical Procedures In Your Physician's Office

We cover surgical procedures performed in Your Physician's office.

If the surgical procedure involves general anesthesia or is performed in a Plan surgical facility, it must meet the requirements for outpatient surgery (including Copayment and pre-approval by Us). Please see *Outpatient Surgery* in this section.

6. Materials Provided In Your Physician's Office

We cover materials and supplies that are generally available in the Physician's office, and are administered or applied during an office visit. Such covered materials or supplies include but are not limited to those necessary for:

- Inhalation therapy and other medically necessary respiratory therapies;
- The administration of medications or Injectable Drugs; and
- Dressings, casts, and splints (where splints are commonly used instead of casts).

7. Medical Injectable Drugs, Defined Hybrid Injectables, Radiation Therapy, Transplant Anti-rejection Therapy, Home Infusion Medications (excluding “self-injectable” drugs), Chemotherapy and Defined Associated Agents

We cover medically injectable drugs, defined hybrid injectable, radiation therapy, specified transplant anti-rejection therapy, home infusion medications (excluding “self-injectable” drugs), specified cancer chemotherapy and defined associated agents administered in Your Physician’s office or in an outpatient facility. Refer to the Schedule of Copayments for details.

Injectable Medications recognized by the FDA as appropriate for self-administration (referred to as “self-injectable” drugs), regardless of the enrollee’s ability to self-administer, are not covered, unless You have purchased the prescription drug Rider or coverage is otherwise specified in this document. Refer to Your prescription drug Rider for details.

8. Pre-Natal and Post-Natal Obstetrical Care

We cover Physician services for pre-natal and post-natal office visits. We also cover amniocentesis and chorionic villus sampling when medically indicated.

9. Rehabilitation, Speech, Occupational, and Physical Therapy

We cover medically necessary outpatient rehabilitation including, speech, cardiac rehabilitation, occupational and physical therapy services that meet these conditions:

- Your PCP or in plan specialist, orders such rehabilitation or therapy services; and
- The services can be expected to meet or exceed the treatment goals established for You by Your Physician.

Pre-Authorization is required for these services (see Section 6, Utilization Review (U.R.) Program Your coverage is limited to services that continue to meet or exceed the treatment goals established for You. For a physically disabled person, treatment goals may include maintenance of functioning or prevention of or slowing of other deterioration.

10. Outpatient Surgery

We cover outpatient surgery performed in an outpatient surgery facility and same-day surgery performed in a Hospital, including invasive diagnostic procedures such as endoscopic examinations, if:

- Your PCP or in plan specialist orders or arranges the surgery; and
- We pre-approve the service.

11. Pain Management Services

We cover medically necessary pain management treatment and related services. All covered services must meet these conditions:

- Your PCP or in plan specialist orders such pain management services;
- Services can be expected to meet or exceed treatment goals established for You by Your Physician;
- Services are scientifically proven and evidence-based to improve Your medical condition; and
- Services must be pre-approved by Us.

12. Allergy Testing and Injections

We cover medically necessary allergy testing performed to evaluate and determine the cause of allergy. We also cover appropriate allergy treatments including injections and serum.

13. Short-Term Mental Health Services

Short-term outpatient evaluation and treatment for mental illnesses and disorders are covered when all of these conditions are met:

- The mental illness or disorder being treated is listed in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders, at the time services are provided;
- There must be clear evidence of interference with developmentally appropriate social, academic, or occupational functioning manifesting itself predominately in at least two settings, for example, at home and at school or work;
- The services must be for evaluation or crisis intervention; and
- The behavioral health provider must pre-approve the services.

The initial evaluation, diagnosis, medical management and ongoing medication management of attention deficit disorder (ADD) and attention deficit hyperactivity disorder (ADHD) are also covered. Visits for medication management are not included in the maximum allowed visits.

Treatment for certain mental illnesses is not covered. Refer to *Section 5, What is Not Covered*.

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

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B. Preventive Health Care Services

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

The preventive health care services covered by Your Plan are:

1. Routine Physical Examinations

We cover routine examinations by Your PCP for Plan Members 18 years of age or older. Your PCP decides how often and extensive these examinations should be, based on national and regional medical standards of care.

2. Well-Baby And Well-Child Care

We cover well-baby and well-child preventive care by Your PCP for Plan Members through age 18. Your PCP decides how frequent and extensive this care should be, based on national and regional medical standards of care.

3. Routine Immunizations

We cover routine immunizations recommended by the American Academy of Pediatrics and U.S. Public Health Service for people in the United States, including immunizations for travel outside the United States. However, We do not cover immunizations for employment, school sports or extracurricular activities, or recreation activities. We cover routine immunizations for children and adolescents as recommended or approved by the Food and Drug Administration (FDA) and the Center for Disease Control (CDC). Immunizations must be properly ordered and directed by Your PCP.

4. Well-Woman Examinations

For women who are Plan Members, We cover one well-woman gynecological examination per Calendar Year. You may choose to have Your PCP or Your designated obstetrician/gynecologist perform the well-woman examination.

Annually, for women who are Plan Members age 18 and over, we cover a conventional Pap smear screening or a screening using liquid-based cytology methods, as approved by the United States Food and Drug Administration, alone or in combination with a test approved by the United States Food and Drug Administration for the detection of the human papillomavirus. A screening test required under this section must be performed in accordance with the guidelines adopted by the American College of Obstetricians and Gynecologists or another similar national organization of medical professionals recognized by the State of Texas.

5. Screening Mammogram

We cover screening mammograms (non-diagnostic) to detect breast cancer according to guidelines as developed by the American College of Obstetrics and Gynecology (ACOG). Mammograms may be obtained by referral from Your PCP or Plan obstetrician/gynecologist, whether or not a well-woman examination is performed at the same time.

6. Bone Mass Measurement

These services include bone mass measurement for the detection of low bone mass and to determine the risk of osteoporosis and fractures associated with osteoporosis.

7. Examination for Detection of Prostate Cancer

We cover an annual prostate examination by Your PCP to detect prostate cancer, including a physical examination and a prostate-specific antigen (PSA) test. Not all men need this examination; however, You are eligible for this benefit if You are at least 50 years old, or at least 40 years old with a family history of prostate cancer or other recognized prostate cancer risk factors.

8. Screening for Detection of Colorectal Cancer

We cover screening examinations and procedures for Plan Members 50 years old or older and at a normal risk for developing colon cancer. These examinations include fecal occult blood tests performed annually, a flexible sigmoidoscopy performed every five years, or a colonoscopy performed every 10 years.

9. Routine Sight, Speech and, Hearing Screening

We cover routine screenings of vision, speech, and hearing for Plan Members through age 18, when performed by the Member's PCP. We also cover one hearing screening every Calendar Year for all Members when performed by Your PCP. A screening test for hearing loss is covered for a newborn child through the date the child is 30 days old. We also cover the necessary diagnostic follow-up care related to the screening test through the date the child is 24 months old.

We *do not* cover eye exams to prescribe glasses or contact lenses, even after vision surgery (except for Keratoconus).

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

C. Family Planning Services

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

1. Family Planning

We cover these family planning services when Your PCP or Your designated obstetrician/gynecologist provides them:

- Physical examinations, related laboratory tests, and medical supervision; and
- Information and counseling on contraception.

Coverage is provided for the following contraceptive materials and services:

- Insertion or removal of an intrauterine device (IUD);
- Fitting of a diaphragm contraceptive;
- Insertion or removal of a birth control device implanted under the skin (such as Norplant); and
- Vasectomies and tubal ligations.
- Depo-Provera™ Injections

Coverage for all other prescription contraceptives, including but not limited to oral medications, and patches are provided only if You have purchased the Prescription Drug Rider. Refer to Your Prescription Drug Rider for details.

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

D. Inpatient Services

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

To be covered, all admissions must be to a Plan Hospital, skilled nursing facility, or other inpatient facility and be pre-approved by Us. The only exceptions to this requirement are admissions covered under *Section 4, Emergency and Out-of-Area Urgent Care Services*. Inpatient services must be prescribed, directed or arranged by Your PCP or in plan specialist. If We determine that medically necessary services cannot be performed at one of Our participating inpatient facilities, We will approve admissions to out-of-plan facilities.

We will approve inpatient admissions only for the length of time that is medically necessary. We will, however, approve inpatient admissions for obstetrical services and mastectomy or related procedures in accordance with the standards described below. If You stay longer than the time We authorize, You will have to pay the charges for Your additional stay.

- **Obstetrical Services.** We cover inpatient care following childbirth for You and Your newborn child for a minimum of 48 hours following an uncomplicated vaginal delivery, and 96 hours following an uncomplicated delivery by cesarean section, if determined to be medically necessary by Your Physician or requested by You and Your Physician.

In the event that You or Your newborn is discharged from inpatient care before the expiration of the minimum hours of coverage described above, We will cover a post-delivery outpatient visit. The post-delivery visit may take place at Your provider's office or in Your home. Post-delivery care services include maternal and neonatal physical assessments (physical evaluations for both You and Your newborn); parent education, assistance and training in breast-feeding and bottle-feeding; and the performance of any medically necessary and appropriate clinical tests. A Physician, registered nurse, or other licensed health care professional may provide the services. This visit is in addition to Your coverage for outpatient post-natal obstetrical care. See *Pre-Natal and Post-Natal Obstetrical Care* in this section.

- **Mastectomy or Related Procedures.** We cover inpatient care following a mastectomy or related procedures for the treatment of breast cancer for a minimum of 48 hours and 24 hours following a lymph node dissection, unless You and Your attending Physician determine that a shorter period of inpatient care is appropriate.

We cover reconstruction of a breast incident to mastectomy, including surgical reconstruction to restore or achieve breast symmetry or balance of a breast on which mastectomy surgery has not been performed.

1. Room, Meals, and Nursing Care

Hospital room and board, including regular daily medical services and supplies, will be payable as shown in the Schedule of Benefits. Charges made by a Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.

We cover special diets during inpatient care, if they are medically necessary and prescribed by a Physician. We cover special duty nursing only in exceptional cases. Your Physician must recommend it and We must pre-approve it.

2. Medical, Surgical and Obstetrical Services

We cover these medical, surgical, and obstetrical services:

- Physician services;

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- Operating room and related facilities;
- Anesthesia and oxygen services;
- Intensive care and other special care units and services;
- X-ray, laboratory, and other diagnostic tests;
- Prescription medications and biologicals for use while You are an inpatient;
- Radiation and inhalation therapies; and
- Whole blood, blood derivatives, or blood components and their administration.

3. Observation Unit Admission

We cover admissions to the observation unit of a Hospital, or other approved facility if the following conditions are met:

- The admission for observation is ordered by Your PCP or in plan specialist; and
- We pre-approve such admission.

4. Rehabilitation, Speech, Occupational, and Physical Therapy

We cover inpatient rehabilitation, speech, occupational, and physical therapy services, including cardiac rehabilitation services that meet all of these conditions:

- Your PCP or in plan specialist orders such rehabilitation or therapy services;
- The services can be expected to meet or exceed the treatment goals established for You by Your Physician; and
- We pre-approve the services.

Your coverage is limited to services that continue to meet or exceed the treatment goals established for You. For a physically disabled person, treatment goals include maintenance of functioning or prevention of or slowing of further deterioration.

5. Skilled Nursing Facility

We cover inpatient care in a skilled nursing facility if it meets all of these conditions:

- If You were not admitted to a skilled nursing facility, You would need acute care hospitalization;
- The skilled nursing services are of a temporary nature and will lead to rehabilitation and increased ability to function;
- Your PCP or attending in plan specialist refers You; and
- We pre-approve services.

We do not cover custodial care as described in Section 5, What Is Not Covered.

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

E. Other Health Care Services

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

1. Home Health Care

We cover medically necessary services for the care and treatment of a covered illness or injury provided in Your home. Covered home health care services must meet all of these conditions:

- The services can only be provided by a health professional;
- The services must be provided by a participating home health agency;
- Your PCP refers You or arranges the services; and
- We pre-approve the services.

However, We *do not* cover custodial care as described in *Section 5, What Is Not Covered*.

2. Home Infusion Therapy

Home Infusion Therapy is the administration of medication (including chemotherapy), fluids or nutrition by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the Member's home. Home infusion therapy medications are covered under "Medicinal Injectable Drugs". These benefits include Home Infusion Therapy:

- Equipment and supplies needed to administer the therapy;
- Delivery services;
- Related nursing services; and
- Patient and Family education.

Injectable Medications recognized by the FDA as appropriate for self-administration (referred to as "self-injectable" drugs), regardless of the enrollee's ability to self-administer, are not covered, unless You have purchased the prescription drug Rider or coverage is otherwise specified in this document. Refer to Your prescription drug Rider for details.

3. Non-Emergency Ambulance Transport Service

We cover non-emergency ambulance transport (for example, a Member is discharged from an inpatient facility and needs to be moved to a skilled nursing facility). Non-emergency ambulance transport must meet these conditions:

- It is medically necessary; and
- We pre-approve the service.

Ambulance transport services for convenience are not covered.

For emergency ambulance services, see *Section 4, Emergency and Out-of-Area Urgent Care*.

4. Reconstructive Surgery Services

Covered Health Services provided by or under the direction of a Physician in a Physician's office, Hospital, or other Health Care Facility or program and are necessary to:

- Correct a defect resulting from a congenital anomaly that was present at birth in a child who is younger than 18 years of age;
- Restore normal physiological functioning following an accident, injury or disease;

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- Perform breast reconstruction necessitated by a partial or complete removal of breast for cancer. Reconstruction of the unaffected breast will be covered when necessary to achieve symmetry and prostheses and treatment of physical complications, including lymphedemas, at all stages of mastectomy. Initial breast reconstruction resulting from a mastectomy that occurred prior to the Effective Date of coverage is a covered benefit.
- Conduct Surgery for a child who is younger than 18 years of age for craniofacial abnormalities to improve the function of, or to attempt to create a normal appearance of an abnormal structure caused by congenital defects, developmental deformities, trauma, tumors, infection or disease.

5. Spinal Manipulation

Your plan may include coverage for spinal manipulation services. Services may be rendered by a participating in plan provider. All services must be pre-authorized by the Medical Services Department. Refer to the Schedule of Copayments (SOC) for benefit details.

6. Prosthetics and Orthotics

We cover standard external, non-cosmetic prosthetic or orthotic devices if We pre-approve them. Examples of covered devices include artificial arms, legs, hands, feet, eyes, breast prostheses, and surgical brassieres after mastectomy for breast cancer.

We do not cover repair or maintenance of any external prosthetic or orthotic device. We do not cover replacement of any external prosthetic or orthotic device, except for standard replacements needed because of physical growth by Members who are under 18 years of age.

We do not cover corrective orthopedic shoes, shoe inserts, orthotic inserts, arch supports, splints or other foot care items, except for the treatment of diabetes. We do not cover ankle braces with the exception of braces required for recovery after surgery, for the treatment of diabetes, and for certain illness and injury, but only if they are pre-approved by Us.

7. Internal Implantable Devices

We cover internal, non-cosmetic prosthetic and orthotic devices, including permanent aids and supports for defective parts of the body, except for those described in Section 5, What is Not Covered.

Examples of covered devices include: cochlear implants, joint replacements, cardiac valves, internal cardiac pacemakers, lumbar spinal cord stimulators, sacral nerve stimulators, and intra-ocular implantable lenses following cataract surgery or to replace an organic lens missing because of congenital absence. Benefits are provided for implantable lenses in connection with surgery for cataracts or other diseases of the eye or to replace an organic lens missing because of congenital absence. Contact lenses are covered for the treatment of Keratoconus only.

NOTE: Only certain brands/types of internal implantable devices are covered and must be pre-approved by Us.

8. Dorsal Column Stimulators

Dorsal column stimulation (spinal cord stimulation) is a covered benefit for neurogenic pain. Medical necessity guidelines must be met and authorized by Us.

9. Durable Medical Equipment

The following durable medical equipment is covered as a basic Plan benefit:

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Durable Medical Equipment (DME) is medical equipment that in the absence of illness or injury is of no medical or other value to You, which is able to withstand repeated use by more than one person and is not disposable. Examples of such equipment include but are not limited to: crutches, hospital beds, and wheelchairs, walkers, lymphadema pumps, traction devices, canes, Continuous Passive Motion (CPM) devices, infusion pumps, phototherapy light, alternating pressure pads and pumps.

Coverage is provided for the medically necessary DME meeting the following conditions:

- DME must be ordered or prescribed by a health care provider and provided by a contracted supplier;
- Services must be pre-authorized (see Section 6, Utilization Review (U.R.) Program. DME must be medically necessary as determined by the Medical Director;
- DME may be purchased or rented, whichever is most cost effective, as determined by the Medical Director;
- Coverage is provided for the initial equipment only; and
- Only the standard equipment is covered. Special features that are not part of the basic equipment are not covered, such as electric beds and motorized or customized wheelchairs.

In the event it is determined to be more cost effective to purchase or when the rental payments equal the purchase price of any DME, then that DME becomes the property of the company. You are responsible for any replacement, repair, adjustment or routine maintenance of Your equipment.

The following items are not included in the DME limitation:

- Oxygen and mechanical equipment necessary for treatment of chronic or acute respiratory failure;
- Durable medical equipment used for the treatment of diabetes; and
- Monitoring devices, such as apnea monitors, glucose monitors and uterine monitors, for use in the home when prescribed and directed by a health care provider and approved by FirstCare.

10. Medical Supplies

The following medical supplies are covered.

- Medical supplies used for the treatment of diabetes are covered. Examples of these supplies include test strips, lancets, and lancet devices. For a more complete listing of these supplies, see the definition of *Diabetes Supplies* in *Section 10 Definitions*.
- Standard ostomy supplies, sterile dressing kits, such as tracheostomy and central line dressing kits, as well as those medical supplies requiring a Physician's order to purchase, when purchased through a participating Plan Provider. Supplies that can be purchased over-the-counter without a Physician order are not covered. See *Section 5, What is Not Covered*.
- Disposable Home Infusion Therapy supplies
- Allergy syringes.

11. Diabetic Services

For those Members diagnosed with diabetes, elevated blood glucose levels induced by pregnancy or other medical conditions associated with elevated blood glucose levels, diabetic supplies, equipment, medications, and self-management education for the treatment of diabetes are covered. An annual eye examination is also covered for Members or Dependents with diabetes.

Diabetic Equipment and Supplies

See *Durable Medical Equipment and Supplies* in this section. Insulin Pump Supplies can be obtained in 30-day amounts through this Durable Medical Supply benefit or in a 90-day amount through a Participating Mail Service Pharmacy. Call the FirstCare Customer Service Department at (800) 884-4901 for more information.

Insulin Pump Supplies can be obtained in 30-day amounts through this Durable Medical Supply benefit or in a 90-day amount through a Participating Mail Service Pharmacy. Call the FirstCare Customer Service Department at (800) 884-4901 for more information.

Diabetic Medications

The following medications for the treatment of diabetes are covered:

- Insulin;
- Insulin analog preparations;
- Prescriptive and non-prescriptive medications for controlling blood sugar levels; and
- Glucagon emergency kits.

Medications are limited to a 30-day supply when purchased through a retail Plan pharmacy or a 90-day supply when purchased through a Participating Mail Service Pharmacy. For information on participating pharmacies, see the Provider Directory or call the FirstCare Customer Service Department at (800) 884-4901 or go to the FirstCare website at www.firstcare.com.

You pay a Copayment for each medication. For a detailed list of Copayments please refer to the *Schedule of Copayments*.

Diabetic Self-Management Education

Diabetes self-management training programs are covered when ordered by Your Physician and provided by a licensed Plan Provider under the following circumstances:

- After the initial diagnosis, including nutritional counseling and proper use of Diabetes Equipment and Supplies;
- When the provider diagnoses a significant change in the condition which requires a change in Your self-management regimen; or
- When the provider prescribes, orders, or recommends such additional training in order to teach the Member about new techniques and treatments for diabetes.

12. Limited Accidental Dental-Related Services

- a. We provide limited coverage for dental services that would be excluded from coverage but are determined by the Medical Director to be medically necessary and incident to and an integral part of a covered medical procedure. Examples could include the following:
 - Removal of broken teeth as necessary to reduce a fractured jaw.
 - Reconstruction of a dental ridge resulting from removal of a malignant tumor.
 - Extraction of teeth prior to radiation therapy of the head and neck.
- b. We provide limited coverage for initial restoration and correction of damage caused by external violent accidental injury to natural teeth and/or jaw if:

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- The fracture, dislocation or damage results from an accidental injury;
 - Both the injury and treatment occur while Your coverage under the Plan is in effect;
 - You seek treatment within **48 hours** of the time of the accident;
 - Restoration or replacement is completed within 6 months of the date of the injury;
 - We pre-approve the service.
- c. Removal of cysts of the mouth (except for cysts directly related to the teeth and their supporting structures), if:
- We pre-approve the service.
- d. Certain Oral surgeries including maxillofacial surgical procedures that are limited to:
- Excision of neoplasm, including benign, malignant and pre-malignant lesions, tumors and non-odontogenic cysts;
 - Incision and drainage of cellulitis and abscesses; and
 - Surgical procedures involving accessory sinuses, salivary glands, and ducts.
- e. Medically necessary services performed in a Plan outpatient facility and are required for the delivery of necessary and appropriate dental services when the dental services cannot be safely provided in a dentist's office due to the Member's physical, mental, or medical condition. The services must meet all of these requirements:
- We pre-approve the services.

The services described above are the only dental-related services covered under Your Plan. See *Section 5, What is Not Covered*.

13. Temporomandibular Joint Syndrome (TMJ) Services

We provide coverage for the diagnosis and surgical treatment of disorders of, and conditions affecting the temporomandibular joint, which includes the jaw and the cranio-mandibular joint resulting from an accident, trauma, congenital defect, developmental defect, or a pathology. We must pre-approve services before You receive treatment.

We do not cover medical treatment or oral appliances and devices used to treat temporomandibular pain disorders and dysfunction of the joint and related structures, such as the jaw, jaw muscles, and nerves. See *Section 5, What is Not Covered*.

14. Dialysis Services

Dialysis Services are covered. Pre-authorization is not required if the services are received by a contracted provider. Pre-authorization is required for these services if they are received by an out-of-plan provider.

15. Organ Transplants

We cover the following transplants:

- Corneal transplants;
- Liver transplants for children with biliary atresia or other rare congenital abnormality;
- Kidney transplants; and
- Bone marrow transplants for aplastic anemia, leukemia, severe combined immunodeficiency disease, and Wiskott Aldrich syndrome.

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The above list of covered transplants must meet the following conditions or they will not be covered:

- A contracted and/or nationally recognized medical facility designated and approved by FirstCare as being in Our transplant network is authorized to evaluate the Member's case, has determined that the proposed transplant is appropriate for treatment of the Member's condition and has agreed to perform the transplant;
- The proposed transplant is not experimental or investigational for treatment of the Member's condition, and is not to be performed in connection with a drug, device, or medical treatment or procedure that is experimental or investigational; and
- We pre-approve the services.

For a covered transplant to a Plan Member, medical costs for the removal of organs, tissues, or bone marrow from a live donor will be covered, but only to the extent that such costs are not covered by the donor's group or individual health plan, benefit contract, prepayment plan, or other arrangement for coverage of medical costs, whether on an insured or uninsured basis. If the donor is also a Member of FirstCare, coverage is subject to all procedures, limitations, exclusions, Copayments, and deductibles that apply under the donor-Member's plan. We do not cover any other donor expenses, including any transportation costs.

The only types of transplants covered by this Plan are the above listed transplants. We do not cover mechanical organ replacement devices, such as artificial hearts.

16. Chemotherapy

We cover chemotherapy services if the services are provided by a Plan Provider or a provider approved by FirstCare.

17. Radiation Therapy

We cover radiation therapy services if the services are provided by a Plan Provider or a provider approved by FirstCare.

18. Blood and Blood Products

Whole blood, blood plasma, blood derivatives, or blood components and their administration are covered in an inpatient or outpatient setting.

19. Hospice Services

We cover the care and treatment of a Member by a participating hospice if these conditions are met:

- The services are provided by a participating hospice provider licensed by the State of Texas;
- Your Plan physician has certified that the Member has a limited life expectancy of 6 months or less due to a terminal illness;
- We pre-approve the services.

Covered services include the provision of pain relief, symptom management and supportive services to terminally ill Members and their immediate families on both an outpatient and inpatient basis.

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

SECTION 4 – EMERGENCY AND OUT-OF-AREA URGENT CARE SERVICES

There are special circumstances for health care services that We will cover, even though those services are not provided by a Plan Provider. These are:

A. Emergency Care

1. What is Emergency Care

Emergency care means health care services provided in a Hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe his or her condition, sickness or injury is of such a nature that failure to get immediate medical care could result in:

- Placing the patient's health in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part;
- Serious disfigurement; or
- In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Heart attacks, cardiovascular accidents, poisoning, loss of consciousness or breathing, convulsions, severe bleeding, and broken bones are examples of medical emergencies for which emergency care would be covered.

Emergency care includes the following services:

- An initial medical screening examination by the facility providing the emergency care or other evaluation required by state or federal law that is necessary to determine whether an emergency medical condition exists;
- Services for the treatment and stabilization of an emergency condition; and
- Post-stabilization care originating in a Hospital emergency room or comparable facility, if approved by Us, provided that We must approve or deny coverage within one hour of a request for approval by the treating Physician or the Hospital emergency room.

2. Requirements for All Emergency Care

To be covered, emergency care must meet all of these conditions:

- You must obtain the services immediately, or as soon as possible, after the emergency condition occurs;
- As soon as possible after the emergency occurs and You seek treatment, You (or someone acting for You) must contact Your PCP for advice and instructions. In any event, You must contact the Plan within 24 hours, unless it is impossible to do so; and
- You must be transferred to the care of Plan Providers as soon as this can be done without harming Your condition. We do not cover services provided by out-of-plan providers after the point at which You can be safely transferred to the care of a Plan Provider.

FirstCare has the right to review the services and circumstances in which You received them. We will cover the initial medical screening evaluation necessary to determine whether an emergency medical condition exists. After an emergency condition has been stabilized, Your Physician must pre-authorize continued treatment or it may not be covered.

B. Out-of-Area Urgent Care

1. What is Out-of-Area Urgent Care

Out-of-area urgent care means medical services that:

- Do not meet the requirements necessary to be considered "Emergency Care" described in this section;
- You urgently need while You are outside of FirstCare's Service Area;
- You could not reasonably have anticipated needing before You left the FirstCare Service Area; and
- Cannot safely be delayed until You are able to come back to the Service Area to obtain care through Your PCP.

In determining whether services provided to You will be covered as out-of-area urgent care, We have the right to review the services and the circumstances in which You received them. If We decide that some or all of the services do not meet the coverage requirements of this section, You will have to pay all charges for the non-covered services.

2. Requirements for All Out-of-Area Urgent Care

To be covered, out-of area urgent care must meet all of these conditions:

- Before receiving treatment for urgent care, You should try to contact Your PCP and explain Your medical circumstances to him or her;
- You must obtain the services immediately after the urgent condition occurs, or as soon as possible afterward. In any event, You (or someone acting for You) must contact Us within 24 hours, unless it is impossible to do so; and
- If You were unable to contact Your PCP before seeking treatment, You (or someone acting for You) must contact Your PCP for advice and instructions as soon as possible after the urgent condition occurs. In any event, You (or someone acting for You) must contact Us within 24 hours, unless it is impossible to do so.

Additionally, You must be transferred to the care of Plan Providers as soon as this can be done without harming Your condition. We do not cover services provided by out-of-plan providers after the point at which You can be safely transferred to the care of a Plan Provider.

FOR IN-AREA URGENT CARE: If You urgently need services while inside the FirstCare Service Area, but Your condition is not serious enough to be a medical emergency, You should first seek care through Your PCP, as You would for Your regular covered care. Please remember that We will not cover urgent care inside the Service Area from an out-of-plan provider.

C. Services and Copayments

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

As long as the requirements described above are satisfied, We will cover the following services:

- Hospital emergency room services, including an initial medical screening examination;
- Services in an outpatient emergency or urgent care center. We will also cover emergency services in a comparable facility;
- Emergency ambulance service to the nearest medical facility able to provide appropriate care. For non-emergency ambulance transport services, see *Section 3, What is Covered*; and

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- Any other covered health care services detailed in *Section 3, What Is Covered*. However, the services must meet all of the conditions described above under this section. Your specific Copayments for these services are outlined in the *Schedule of Copayments*.

If possible, You should make these Copayments to the provider of services at the time the service is rendered, even if the provider is an out-of-plan provider.

D. Payment Procedures

Payment for emergency care received from out-of-plan providers, inside or outside Our Service Area, and out-of-area urgent care is provided in one of two ways:

- We will pay the Usual, Customary and Reasonable (UCR) Amount for care received from out-of-plan providers; or
- We will arrange to pay those providers directly at rates negotiated with the provider by FirstCare.

E. Medically Necessary Services

If medically necessary covered services are not available through network physicians or providers, We will, on the request of a network physician or provider, within a period not to exceed five business days, shall allow referral to a non-network physician or provider and shall fully reimburse the non-network physician or provider at the Usual, Customary and Reasonable amount. We must provide for a review by a specialist of the same specialty or a similar specialty as the type of physician or provider to whom a referral is requested before We may deny a referral.

F. FirstCare Review

We will cover the initial medical screening evaluation necessary to determine whether an emergency medical condition exists; however, We have the right to review all other services that were provided to You to determine whether they satisfy all the conditions for coverage of emergency or Out-of-Area urgent care specified above, if permitted by law. If We decide that they did not satisfy one or more of these conditions, We will require You to pay for the services. An initial medical screening will be a covered service subject to the applicable Copayment described above. If You disagree with Our decision, You can appeal Our decision by using the procedures described in *Section 8, Member Complaint and Appeal Procedure*.

PLEASE REFER TO THE SCHEDULE OF COPAYMENTS FOR COPAYMENT AMOUNTS AND ANY BENEFIT LIMITATIONS THAT MAY APPLY FOR CERTAIN SERVICES.

SECTION 5 – WHAT IS NOT COVERED

It is important that You understand what services are not covered. There are two general rules to remember:

- We cover only the health care services described in Sections 3 and 4 of this document. If a service is not listed in either of those sections, it is not covered.
- You must always meet the conditions for coverage described in Sections 1 through Section 4 of this document. Please make sure You meet all of these conditions and follow all of the required procedures. If You do not, We will not pay for the service.

We will not pay for the following services:

1. **Acquired Brain Injury**, including but not limited to Inpatient and Outpatient settings.
2. **Additional expenses** incurred as a result of the Member's failure to follow a Plan Provider's medical orders.
3. The following types of **Alternative Services**, therapy, counseling and relates services or supplies:
 - Acupuncture, naturopathy, hypnotherapy or hypnotic anesthesia, Christian Science Practitioner Services or biofeedback;
 - For or in connection with marriage, Family, child, career, social adjustment, finances, or medical social services;
 - Psychiatric therapy on Court Order or as a condition of parole or probation.
 - Nutritional counseling, except for the treatment and self-management of diabetes.
 - Lifestyle Eating and Performance (LEAP) program.
4. **Amniocentesis**, except when Medically Necessary.
5. **Assistant Surgeons**, unless determined to be Medically Necessary.
6. Treatments for **Autism Spectrum Disorder** including but not limited to Inpatient and Outpatient settings.
7. **Biofeedback** services, except for the treatment of acquired brain injury and for rehabilitation of acquired brain injury.
8. **Chemical Dependency Treatments** including but not limited to Inpatient and Outpatient settings.
9. **Circumcision** in any male other than a newborn, unless Medically Necessary.
10. Services that are supplied by a person who ordinarily resides in the Member's home or is a Family member or **close relative** of the Member.
11. Televisions, telephones, guest beds, and other items for Your **comfort or convenience** in a Hospital or other inpatient facility. Admission kits, maternity kits, and newborn kits provided to You by a Hospital or other inpatient facility.
12. The following **Cosmetic**, plastic, medical or surgical procedures, and cosmetic therapy and related services or supplies, including, but not limited to Hospital confinements, prescription drugs, diagnostic laboratory tests and x-rays or other reconstructive procedures (including any related prostheses, except breast prosthesis following mastectomy), unless specifically provided in *Section 3, What Is Covered*. Among the procedures We do not cover are:

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- Excision or reformation of any skin on any part of the body, hair transplantation, removal of port wine stains, chemical peels or abrasions of the skin, removal of superficial veins, tattoos or tattoo removal, the enlargement, reduction, implantation or change in the appearance in a portion of the body unless determined to be Medically Necessary;
- Removing or altering sagging skin;
- Changing the appearance of any part of Your body (such as enlargement, reduction or implantation, except for breast reconstruction following a mastectomy);
- Hair transplants or removal;
- Peeling or abrasion of the skin;
- Any procedure that does not repair a functional disorder; and
- Rhinoplasty and associated surgery.

13. PolarCare™ devices for **cryotherapy**.

14. Respite or Domiciliary care and Inpatient or outpatient **custodial care**. Custodial care is care that:

- Primarily helps with or supports daily living activities (such as, cooking, eating, dressing, and eliminating body wastes); or
- Can be given by people other than trained medical personnel.

Care can be custodial even if it is prescribed by a Physician or given by trained medical personnel, and even if it involves artificial methods such as feeding tubes or catheters. This includes custodial care for conditions such as, but not limited to, Alzheimer's disease, senile deterioration, persistent vegetative state, mental retardation, mental deficiency, or any other persistent illness or disorder.

15. All expenses associated with routine **dental care** or oral surgery (except for corrective treatment of an accidental Injury to natural teeth) or any treatment relating to the teeth, jaws, or adjacent structures (for example, periodontium), including but not limited to:

- Cleaning the teeth;
- Any services related to crowns, bridges, fillings, or periodontics;
- Rapid palatal expanders;
- X-rays or exams;
- Dentures or dental implants;
- Dental prostheses, or shortening or lengthening of the mandible or maxillae for Members over age 18, correction of malocclusion, and any non-surgical dental care involved in the treatment of temporomandibular joint (TMJ) pain dysfunction syndrome, such as oral appliances and devices;
- Treatment of dental abscess or granuloma;
- Treatment of gingival tissues (other than for tumors);
- Surgery or treatment for overbite or underbite and any malocclusion associated thereto, including those deemed congenital or developmental anomalies; and
- Orthodontics, such as splints, positioners, extracting teeth, or repairing damaged teeth.

The only dental-related coverage We provide is described in *Section 4, What Is Covered, Limited Dental Care Service*.

This Policy must remain in effect during the entire time the corrective treatment of an Injury to natural teeth is being completed.

16. Charges for the normal **delivery of a baby** (vaginal or cesarean section) outside Our Plan's Service Area if the delivery is within thirty days of Your due date specified by Your participating Physician, or

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Your Physician has advised against travel outside Our Service Area, except in case of emergency as specified in *Section 4, Emergency and Out-of-Area Urgent Care Services*. Complication of a pregnancy or delivery is treated as any other illness.

17. The following **devices, equipment, and supplies** are excluded:
 - Corrective shoes, shoe inserts, arch supports, and orthotic inserts, except as provided for under Diabetic Services;
 - Equipment and appliances considered disposable or convenient for use in the home, such as over-the counter bandages and dressings;
 - Comfort or convenience items, such as bathtub chairs, whirlpool tubs, safety grab bars, stair gliders or elevators, over-the-bed tables, bed boards, saunas, and exercise equipment;
 - Environmental control equipment, such as air conditioners, purifiers, humidifiers, dehumidifiers, electrostatic machines, and heat lamps;
 - Consumable medical supplies, such as over-the-counter bandages, dressings, and other disposable supplies, skin preparations, surgical leggings, elastic stockings, TED stockings, stump socks and compression garments, unless prior approval is obtained from the Medical Director for Medical Necessity.
 - Foam cervical collars;
 - Stethoscopes, sphygmomanometers, and recording or hand-held pulse oximeters;
 - Hygienic or self help items or equipment; and
 - Electric, deluxe, and custom wheelchairs or auto tilt chairs.
 - Sequential lymphedema compression devices, except for treatment after a mastectomy.
18. The following **drugs, equipment, and supplies**, except immunizations and prescribed treatment of Phenylketonuria (PKU) and diabetes:
 - Outpatient prescription drugs, unless the Certificate is amended to provide coverage;
 - Medications for use outside of the Hospital or other inpatient facility, including take-home and over-the-counter drugs, except those used in the treatment of diabetes or if otherwise covered by a Rider.
 - Experimental drugs and agents; or
 - Drugs used to treat cosmetic conditions.
 - DESI Drugs
19. **Educational testing** and therapy, motor or language skills, or services that are educational in nature or are for vocational testing or training.
20. **Electron Beam Tomography (EBT)**.
21. Treatments, services or supplies for non-**Emergency Care** at an emergency room.
22. Weekend admission charges for non-**Emergency Care** services.
23. Non-**Emergency** confinement, treatment, services, or supplies received outside the United States.
24. **Equine or Hippo therapy**.
25. **Experimental or investigational** drugs, devices, treatments, or procedures. This includes any drug, device, treatment, or procedure that would not be used in the absence of the experimental or

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investigational drug, device, treatment, or procedure. We consider a drug, device, treatment, or procedure to be experimental or investigational if:

- It cannot be lawfully marketed without the approval of the U. S. Food and Drug Administration, and approval for marketing has not been given at the time it is provided;
- It was reviewed and approved by the treating facility's Institutional Review Board or similar committee, or if federal law requires it to be reviewed and approved by that committee. This exclusion also applies if the informed consent form used with the drug, device, treatment or procedure was (or was requested by federal law to be) reviewed and approved by that committee;
- Reliable evidence shows that the drug, device, treatment, or procedure is the subject of ongoing Phase I or Phase II clinical trials; is the research, experimental study, or investigational arm of ongoing Phase III clinical trials; or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its effectiveness, or its effectiveness compared to a standard method of treatment or diagnosis;
- The safety and/or efficacy has not been established by reliable, accepted medical evidence; or
- Reliable evidence shows that the prevailing opinion among experts is that further studies or clinical trials of the drug, device, treatment, or procedure are needed to determine its maximum tolerated dose, its toxicity, its safety, its effectiveness, or its effectiveness compared to a standard method of treatment or diagnosis.

"Reliable evidence" includes only published reports and articles in authoritative medical and scientific literature, and written protocols and informed consent forms used by the treating facility or by another facility studying substantially the same drug, device, treatment, or procedure.

26. **Fabry Disease** medical and drug treatment.
27. Routine **foot care**, including treatment of weak, strained or flat feet, corns, calluses, or medications such as Lamisil or Sporanox for the treatment of uncomplicated nail fungus. We also do not cover corrective orthopedic shoes, arch supports, splints or other foot care items, except for the treatment of diabetes. This will not apply to the removal of nail roots. We do not cover ankle braces, with the exception of those listed under *Section 3, What is Covered*.
28. **Genetic counseling and testing**, except medically necessary peri-natal genetic counseling and certain genetic testing approved by FirstCare's Medical Technology Assessment Committee. Genetic testing related to pre-implantation of embryos for in-vitro fertilization is not covered.
29. **Growth hormone** drugs for persons 18 years of age or older. However, growth hormone therapy for the treatment of documented growth hormone deficiency in children for which epiphyseal closure has not occurred, are covered when services are pre-authorized by Us and if Your group has purchased the Prescription Drug Rider.
30. **Hearing Devices:** Hearing Aids, hearing aid batteries, temporary or disposable hearing aids, and repair or replacement of hearing aids due to normal wear, loss, or damage.
31. **Hemophilia** medical and drug treatment.
32. All charges for a **Hospital** admission for procedures to diagnose or evaluate, unless determined to be Medically Necessary.
33. All charges for inpatient **Hospital** days that exceed the medically recommended length of stay for the diagnosis.
34. **Illegal acts:** Charges for services received as a result of Injury or Sickness caused by or contributed to by the covered person engaging in an illegal act or occupation; by committing or

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attempting to commit a crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. This exclusion does not apply if the Injury resulted from an act of domestic violence or medical condition (including both physical and mental health).

35. **Immunoglobulin Deficiency** medical and drug treatment.
36. **Infertility** treatment including the diagnostic testing to determine the cause(s) of infertility, medical services for artificial insemination and all drugs associated with the treatment of infertility.
37. Any services or items for which You have no **legal obligation** to pay, or for which no charge would ordinarily be made, unless We have authorized such services in advance, or the care provided was of an emergent or urgent nature. Examples of this include care for conditions related to Your military service, care while You are in the custody of any government authority, and any care that is required by law to be given in a public facility.
38. Appearance at court hearings and other **legal proceedings**.
39. **Massage therapy**, unless associated with a physical therapy modality provided by a licensed physical therapist.
40. **Mastectomy** for relief of pain, to prevent breast cancer (except when You have been previously diagnosed with breast cancer), or due to any disease or illness other than for the treatment of breast cancer.
41. Inpatient and outpatient treatment, surgery, service, procedures or supplies that are not **Medically Necessary**; even if they are prescribed or recommended by a Health Care provider, dentist or ordered by a court of law.
42. **Medications** prescribed for non-FDA approved indications, referred to as off-label drug use, are not covered. This includes experimental, investigational, and any disease or condition that is excluded from coverage under this Evidence of Coverage; or that the FDA has determined to be contraindicated for treatment of the current indication. Off-label drug use may be covered if the drug is approved by the FDA for at least one indication; and is recognized for treatment of the indication for which the drug is prescribed in substantially accepted peer-reviewed national medical professional journals and a nationally recognized medical technology evaluation service.
43. **Medications** for use outside of the Hospital or other inpatient facility, including take-home and over-the-counter drugs, except those used in the treatment of diabetes or if otherwise covered by a Rider.
44. **Mental health** services for the following conditions: mental retardation; gender identity disorders; senile deterioration, such as progressive dementia of Alzheimer's and Alzheimer's like diseases; sleep disorders and factitious disorders. Treatments for Serious Mental Illness are not covered in either Inpatient or Outpatient settings. Inpatient services for short-term mental health are not covered. Marriage counseling, court ordered evaluation, diagnosis, and treatment for mental conditions are excluded unless this Evidence of Coverage would otherwise cover such services. Court ordered testimony is not a covered health service.
45. Charges for **missed appointments** and charges for completion of a Claim form.
46. Implanted **neurological stimulators**, including but not limited to spinal or dorsal column stimulators for Parkinson's, movement disorders, or seizures, except for stimulators implanted for relief or neurogenic pain as approved by FirstCare's Medical Technology Assessment Committee and when meeting established clinical criteria; and except for neurogenic bladder.
47. If a service is **not covered** under the Plan, We will not cover any services that are related to it. Related services are:

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- Services provided in preparation for the non-covered service;
- Services provided in connection with providing the non-covered service; or
- Services that are usually provided following the non-covered service, such as follow-up care or therapy after surgery.
- Complications from non-covered service
- All care related to services that are not covered, including direct complications and pre or post care.

For example, if a Member undergoes non-covered cosmetic surgery, We will not cover pre-operative care, post-operative care, or hospitalization related to the non-covered surgery. Even if the service was covered by another health plan, it will be considered non-covered under this Plan.

48. **Nutritional** counseling, testing and diet planning, unless We have pre-approved it. We do not cover the Lifestyle Eating and Performance (LEAP) program and/or mediator release testing except for in relation to Immunoassay diagnosis.
49. **Obesity:** Services intended primarily to treat obesity, such as gastric bypasses and balloons, stomach stapling, jaw wiring, vertical banding, weight reduction programs, gym memberships, gym equipment, prescription drugs, or other treatments for obesity (except dietary counseling and nutritional education services for morbid obesity) even if prescribed by a Physician or the Member has medical conditions that might be helped by weight loss, regardless of Medical Necessity. Any complications/services related to the treatment of obesity will not be covered under this Policy.
50. **Orthotic** devices, except for the treatment of diabetes and those described in Section 3, What is Covered.
51. **Orthotripsy** and related procedures.
52. **Outpatient services** received in federal facilities or any items or services provided in any institutions operated by a state government or agency when a Member has no legal obligation to pay for such items or services, except for treatment provided in a tax supported mental health institution or by Medicaid.
53. Intradiscal Electrothermal Annuloplasty (IDET) procedures for **pain management**.
54. **Physical Exams**, Treatments and evaluations required by employers, insurers, schools, camps, courts, licensing authorities, flight clearance and other third parties.
55. All internal and external **prosthetic items and devices**, except for those specified in *Section 3, What is Covered*. We do not cover splints unless they are needed for urgent or emergency treatment and/or in lieu of castings or surgery.
56. **Pulmonary Arterial Hypertension** medical and drug treatment.
57. **Rare Enzyme Disorders** medical and drug treatment.
58. **Reduction mammoplasty**, except for surgical reconstruction related to treatment of breast cancer.
59. Long-term **rehabilitative services**. Long term is defined as more than two months.
60. **Reports:** Special medical reports not directly related to treatment.
61. **Self-Injectable Medications** recognized by the FDA as appropriate for self-administration, regardless of the enrollee's ability to self-administer, are not covered, unless You have purchased

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the prescription drug Rider or coverage is otherwise specified in this document. Refer to Your prescription drug Rider for details.

62. **Services** not completed in accordance with the attending Physician's orders.
63. **Services** required as a result of Experimental/Investigational drug testing done voluntarily by the Member without Our authorization.
64. **Services** provided and independently billed by interns, residents or other employees of Hospitals, laboratories or other medical Facilities.
65. **Services** that are provided, paid for, or required by state or federal law where this Evidence of Coverage is delivered, except under Medicaid, when in the absence of insurance, there is no charge for that service.
66. Volunteer **services**, which would normally be provided at no charge to the Member.
67. **Services** associated with autopsy or post-mortem examination unless requested by Us.
68. Any **services or supplies** furnished by a provider, which is primarily a place of rest, a place for the aged, a nursing home or similar institution.
69. All **services or supplies** provided while the Member is not covered under this Policy; either before the effective date of coverage or after this Evidence of Coverage ended.
70. Treatment, implanted devices or prosthetics, or surgery related to **sexual dysfunction** or inadequacies including, but not limited to impotency, regardless of Medical Necessity, unless related to prior surgical treatment or a result of treatment for a covered condition.
71. Procedures, services or supplies for or related to **Sex-change** surgery, transformation or reassignment; modification surgery and services, any treatment of gender identity disorders, or any treatment or surgery related to sexual dysfunction or inadequacies including but not limited to: hormone therapy, impotency, regardless of medical necessity.
72. Anti-**smoking** treatments and programs including but not limited to tobacco abuse and smoking cessation programs and nicotine patches.
73. All surgical procedures for **snoring and sleep apnea** except in members under age 12. (Procedures that are frequently performed in relation to treatment of snoring and sleep apnea, such as adenoidectomy and or tonsillectomy for members over age 12; excision and/or resection of turbinate; septoplasty; or submucous resection require prior authorization in order to determine the reason for the procedure and coverage.)
74. **Sports** cords and TENS units.
75. Infertility drugs, reversal of voluntary **sterilization**; gamete intra-fallopian transfer (GIFT); zygote intra-fallopian transfer (ZIFT); in vitro fertilization (IVF); any costs related to surrogate parenting; infertility services required because of a sex change by the Member or the Member's partner; or any assisted reproductive technology or related treatment that is not specified in *Section 3, What is Covered*.
76. Disposable or consumable outpatient **supplies**, such as needles, blood or urine testing supplies (except supplies used in the treatment of diabetes and allergy syringes) and sheaths, bags, elastic garments and bandages, home testing kits, vitamins, dietary supplements and replacements, special food items and formulas.
77. **Telehealth** and Telemedicine Services.

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78. Medical treatment and oral appliances and devices for **temporomandibular joint** (TMJ) syndrome.
79. Elective, non-therapeutic **termination of pregnancy** (abortions) including any abortion-inducing medications, except where the life of the mother would be endangered if the fetus were to be carried to term.
80. **Transplants:** Any and all transplants of organs, cells, and other tissues, except for the Transplants listed specifically covered under *Section 3, What is Covered* or provided by a Rider.
81. **Transportation**, except for ambulance or air ambulance used for transport in a medical emergency or when We have pre-approved services for medical transport purposes only (e.g. from a Hospital to a skilled nursing facility).
82. **Treatment** a school system is required to provide under any law.
83. Charges that exceed **Usual, Customary and Reasonable** amounts.
84. **Vision Care Services:** Eyeglasses, (including eyeglasses and contact lenses prescribed following vision surgery) contact lenses, except for treatment of Keratoconus, and any other items or services for the correction of Your eyesight, including but not limited to: orthoptics, vision training, vision therapy, radial keratotomy (RK), automated lamellar keratoplasty (ALK or LK), astigmatic keratotomy (AK), laser vision corrective surgery and photo refractive keratectomy (PRK-laser) unless specifically provided in *Section 3, What Is Covered*, or provided by a Rider.
85. Health care services for any **work-related** injury or illness, if any other source of coverage or reimbursement is (or was) available to You for the services. Sources of coverage or reimbursement available to You may include Your employer, a work-related benefit plan maintained by Your employer, and any Workers' Compensation, occupational disease or similar program under local, state, or federal law.
86. Illness or injury incurred as a result of **war** or any act of war, whether declared or undeclared, whether or not the Member served in the military.

LIMITATIONS DUE TO CERTAIN CONDITIONS

In the event that due to circumstances not within the control of FirstCare, including but not limited to a major disaster, epidemic, the complete or partial destruction of facilities, war, riot, civil insurrection, disability of a significant number of Plan Providers and their personnel, or similar causes, the rendering of Covered Health Services provided under this Evidence of Coverage is delayed or rendered impractical, FirstCare shall make a good faith effort to arrange for an alternative method of providing coverage. In such an event, FirstCare and its Plan Providers shall render Covered Health Services insofar as practical, and according to their best judgment; but FirstCare and Plan Providers shall incur no liability or obligation for delay or failure to provide or arrange for services if such failure or delay is caused by any such event.

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SECTION 6 – UTILIZATION REVIEW (U.R.) PROGRAM

The following provisions apply to Your coverage under the FirstCare Evidence of Coverage. If You do not comply with these provisions, Your benefits under this Evidence of Coverage will not be covered.

DEFINITIONS

Pre-Authorization, Authorization, and Authorize - the review and confirmation of the Medical Necessity of an admission or Covered Health Service that is subject to the U.R. Program Requirements.

Scheduled - a medical procedure, treatment, surgery, or service, which has been planned in advance by Your Health Care Provider.

EFFECT ON BENEFITS

We will pay for Covered Health Services described in the Schedule of Benefits and subject to all provisions of this Evidence of Coverage, when the Utilization Review requirements are properly followed and the applicable Medical Care is Pre-Authorized. You are responsible for obtaining Pre-Authorization. We will not cover any services if You do not properly follow the Utilization Review Program.

In the event of an Adverse Determination, the URA will provide a written notification to You and Your Health Care Provider. The URA will provide notification within one working day by telephone or electronic transmission if You are an inpatient or within three working days if You are not an inpatient. You can request an appeal if Your Health Care Provider does not agree with an Adverse Determination made by Our Utilization Review Agent.

You, a person acting on Your behalf, Your Health Care Provider, or other Health Care Provider may appeal the Adverse Determination and contact the Utilization Review Agent. The URA will provide a list of documents that You or the appealing party needs to submit.

UTILIZATION REVIEW PROGRAM REQUIREMENTS

You must notify Us before Covered Health Services, which require Pre-Authorization, are provided. You may either telephone Us, or have the attending Physician, a relative, or any other person contact Us on Your behalf.

Pre-Authorization is not a guarantee of payment and must be obtained to receive maximum benefits provided for in this Evidence of Coverage.

PRE-AUTHORIZATION REQUIREMENTS

We require that certain medical services, care, or treatments be pre-authorized before We will pay for Covered Health Services. Pre-authorization means that We review and confirm that proposed services, care, or treatments are Medically Necessary. You or Your Physician are responsible to pre-authorize any proposed services at least five days before You receive them. If you fail to get proper Authorization on the following services, care or treatment, they will not be covered.

- Adenoidectomy, primary; age 12 or over
- Adenoidectomy, secondary; age 12 or over
- All anesthesia for GI cases other than conscious sedation anesthesia
- Ambulance transfers-air and non-emergent
- Assistant Surgeon requests for procedures not designated as allowing for an assist per the approved Assistant Surgeon List
- Blepharoplasty
- Bone Growth Stimulators & Implantation
- Breast Reduction/Reconstruction

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- Capsule Endoscopy
- Cardiac Spiral CT
- Chiropractor Services and/or Spinal Manipulation
- Cosmetic Surgery/Reconstructive Surgery/Plastic Surgery Procedures
- Dental Procedures
- DME
- Dietary Education/Counseling – for any diagnosis other than diabetes and hypoglycemia
- Excision of Turbinate
- Genetic Testing-Excludes prenatal genetic testing
- Growth Hormone Therapy, for growth hormone deficiency only (if covered by a Prescription Drug Rider)
- Home Health Care
- Hospice Services
- Hyperbaric Oxygen Treatment
- Inpatient Hospital Admissions
- Inpatient Rehabilitation Admissions
- Implantation of pumps for pain control
- Intensity Modulated Radiation Therapy (IMRT)-(Excluding prostate, head and neck cancers)
- Intermediate Care Facility
- Laser Vision Corrective Surgery
- LEAP (Lifestyle Eating and Performance) Test
- Military Treatment Center
- MRI-Cardiac only
- Procedures related to treatment for Morbid Obesity, including, but not limited to gastric bypass surgery. These procedures are only covered under certain plans. Please see *Section 3, What is Covered*
- Neuropsychological testing
- Non-Emergent Transportation
- Observation Stays
- Occupational Therapy
- Oral Surgery Procedures
- Orthognathic Surgery
- Orthotripsy
- Outpatient Mental Health Services
- Distribution of Oxygen Equipment for use in the home
- Pain Management Procedures (Preauth not required for nerve blocks, facet injections, or epidural steroid injections administered in the PCP's or Specialist's office; or in the outpatient setting by PCP or Specialist)
- Peripheral Nerve Stimulators-Trial and Permanent Placement
- Pet Scans
- Physical Therapy-excluding Cardiac and Pulmonary Rehab
- Prosthetics & Orthotics
- Rhizotomy
- Septoplasty or Submucous Resection
- Skilled Nursing Facility Admissions
- Sleep Studies (When in conjunction with an overnight stay)
- Speech Therapy
- Spinal Cord Stimulators and Implantation
- Strabismus Surgery-No auth required thru age 21 and performed in plan
- Submucous Resection Turbinate
- Tonsillectomy & Adenoidectomy, age 12 and over
- Tonsillectomy, Primary or Secondary, age 12 and over
- Transplants
- Uvulectomy, Excision of Uvula

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- Uvulopalatopharyngoplasty (UPPP)
- Wound Care

If You fail to get proper authorization, You may be charged additional amounts, which will not count toward Your Deductibles or out-of-pocket maximums. These amounts are shown on the Schedule of Benefits.

CATASTROPHIC CASE MANAGEMENT

Any case that is expected to exceed \$25,000 or any case in the following categories is considered a catastrophic case:

- AIDS;
- Amputations;
- Cancer;
- Coronary disease;
- Head injuries;
- Lung & respiratory disease;
- Multiple fractures;
- Multiple Sclerosis;
- Multiple trauma;
- Neonatal high risk infants;
- Severe burns;
- Spinal cord injuries; and
- Stroke.

We will automatically review the case and confer with the Member's attending Physician. Once a Catastrophic Case is identified, Medical Care coordinators will work with Your Family and medical professionals to develop an effective long-term treatment plan tailored to the Member's unique needs.

The treatment plan includes a comprehensive medical evaluation, an outline of specific treatment goals, and a concise plan of action around which You, Your Family, Physician, Employer, and Providers can focus their efforts. Once the treatment plan is implemented, We will continue to monitor the case and provide You and Your Family with an ongoing source of information about additional treatment alternatives.

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SECTION 7 – PREMIUMS AND TERMINATION OF COVERAGE

A. Premiums

Premium rates are set out in the Premium Rate Schedule. The Subscriber agrees to remit the entire Premium payment on or before the due date. Premiums may be paid quarterly or monthly and may be paid by automatic deduction from a personal checking account (bank draft). Due date is the first day of the month or quarter for which the payment is due.

1. Premium Rate Changes

- We reserve the right to adjust the premium upon 60 days notice to You. Such adjustments in rates shall become effective on the date specified in said notice.
- If You change Your place of residence and such change results in a change in Premium, the Premium applicable to this Policy shall automatically change to the rate applicable to the new place of residence effective on the first day of the Policy month following the date of such change in residence. If such change is to a lower Premium rate and You fail to notify Us in writing of such change prior to the date of change, Your right to refund of overpayment shall be limited to the overpayment for the 6 months immediately preceding the date of notification to Us.
- If You and/or Your covered spouse and/or other Dependent(s) attain an age resulting in an increased Premium rate, the Premium applicable to this Policy shall automatically change to the rate applicable to the new age effective on the first day of the Policy month following Your and/or Your spouse's and/or other Dependent's birthday.

2. Failure to Render Premium Payments

- All Premium payments not received on or before the due date will be subject to a late charge at a rate equal to 18% per year.
- Failure to make Premium payments within the 31-day Grace Period will result in termination of coverage retroactive to the last date through which premiums were paid. The Subscriber shall be responsible for any services received during the Grace Period.

3. Reinstatement Provisions

A Member and/or a Member's Dependents shall not be reinstated automatically if coverage is terminated. To be reinstated, a Member must provide evidence of insurability to FirstCare.

4. Returned Checks

FirstCare reserves the right to charge a service fee to any Subscriber whose check is returned by the bank.

B. Termination of Coverage

Your coverage may be terminated for any of the following reasons:

1. For a Member, in the case of:

- Nonpayment of amounts due, including any applicable Copayments, under this Evidence of Coverage may be canceled after not less than 30 days written notice; except that no written notice will be required for failure to pay premiums;
- Fraud or intentional material misrepresentation, coverage may be canceled after not less than 15 days written notice; subject to the incontestability provisions outlined in *Section 9, Miscellaneous Provisions*;
- Fraud in the use of services or facilities, coverage may be canceled after not less than 15 days written notice;

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- Failure to meet eligibility requirements, coverage will be canceled immediately, subject to continuation of coverage and conversion privileges, if applicable;
- Misconduct detrimental to safe Plan operations and the delivery of services, coverage may be canceled immediately;
- Failure of the enrollee and a Plan Physician to establish a satisfactory patient/provider relationship, provided We have made a good faith effort to provide the Member with the opportunity to select an alternative Plan Provider, and further provided that We have notified the Member in writing at least 30 days in advance that We consider such Member's patient/provider relationship to be unsatisfactory and specified the changes that are necessary in order to avoid termination, and thereafter the Member has failed to make such changes, then coverage may be canceled at the end of the 30 days; and
- Failure of the Subscriber and/or covered Dependent to live or work in the Service Area, coverage may be canceled immediately. This provision only applies if coverage is terminated uniformly without regard to any health status-related factor of Members. Coverage for a child who is the subject of a medical support order cannot be canceled solely because the child does not live or work in the Service Area.
- Termination by discontinuance of a particular type of individual coverage by FirstCare in that Service Area. This provision only applies if coverage is terminated uniformly without regard to any health status-related factor of Members. Coverage may be canceled after 90 days written notice, in which case We must offer to each enrollee on a guaranteed issue basis any other individual basic health care coverage offered by FirstCare in that Service Area. This applies only if coverage is discontinued uniformly without regard to health status-related factors of Members and Dependents of Members who may become eligible for coverage. Coverage may be canceled after 180 days written notice to the commissioner and the Members, in which case FirstCare may not re-enter the individual market in that Service Area for five years beginning on the date of discontinuance at the last coverage not renewed.

If Your spouse is no longer eligible for coverage under this Policy due to divorce, Your former spouse is eligible to obtain a similar Policy. Evidence of insurability will not be required, notification must be made within 60 days after Your former spouse's coverage terminates.

C. Automatic Termination

The coverage of any Member who ceases to be eligible under Section 2 above, shall automatically terminate on the date on which eligibility ceases, and such termination of coverage shall also apply to each Dependent of such Member whose coverage so terminates, for whatever reason, including the death of such Member. If this Evidence of Coverage is terminated for nonpayment of premium, a Member's coverage shall be terminated retroactively to the date through which premium payment was received.

D. Termination of Benefits

Upon the effective date of a termination of coverage, the Member shall not be entitled to any further benefits hereunder after such effective date. Neither FirstCare nor any Plan Provider shall have any further obligation to provide services or facilities pursuant to this benefit Plan.

E. Refunds

As required by Texas Statute, if Your coverage is terminated, premium payments received on Your behalf that apply to periods after the effective date of termination of coverage shall be pro rata refunded to You within 30 days after We have actual knowledge of Your termination. Upon the making of such refund, neither FirstCare nor any Plan Provider shall have any further liability under this benefit Plan with respect to the refunded amount. Any claims for refunds must be made within 60 days from the effective date of termination of a Member's coverage, or such right to a refund shall be deemed to have been waived by the Member.

SECTION 8 – MEMBER COMPLAINT AND APPEAL PROCEDURE

A *Complaint* means any dissatisfaction expressed by You, or anyone acting on Your behalf, orally or in writing to Us with any aspect of Our operation, including but not limited to, dissatisfaction with plan administration, procedures related to review or appeal of an Adverse Determination, the denial, reduction or termination of a service for reasons not related to medical necessity, the way a service is provided, or disenrollment decisions. The term does not include a misunderstanding or a problem of misinformation that is resolved promptly by clearing up the misunderstanding or supplying the appropriate information to the satisfaction of the Member and does not include a Plan Provider's or Member's oral or written dissatisfaction or disagreement with an Adverse Determination. A Complaint filed concerning dissatisfaction or disagreement with an Adverse Determination constitutes an appeal of that Adverse Determination.

A. Complaint Procedure

If You notify Us orally or in writing of a Complaint, We will not later than the fifth business day after the date of the receipt of the Complaint, send to You a letter acknowledging the date We received Your Complaint. If the Complaint was received orally, We will enclose a one-page Complaint form clearly stating that the Complaint form must be returned to Us for prompt resolution.

Complaints should be directed to the Customer Service Department at (800) 884-4901 or in writing to:

SHA, L.L.C. dba FirstCare
ATTN: Coordinator of Complaints & Appeals
1901 West Loop 289
Suite 9
Lubbock, Texas 79407

After receipt of the written Complaint or one-page Complaint form from You, We will investigate and send You a letter with Our resolution. The total time for acknowledging, investigating and resolving Your Complaint will not exceed 30 calendar days after the date We receive Your Complaint.

Your Complaint concerning an emergency or denial of continued stay for hospitalization will be resolved in one business day of receipt of Your Complaint. The investigation and resolution shall be concluded in accordance with the medical immediacy of the case.

You may use the Appeals Process to resolve a dispute regarding the resolution of Your Complaint.

B. Complaint Appeal Procedure

If the Complaint is not resolved to Your satisfaction, You have the right either to appear in person before a Complaint Appeal Panel where You normally receive health care services, unless another site is agreed to by You, or to address a written appeal to the Complaint Appeal Panel.

We shall send an acknowledgment letter to You not later than the fifth business day after the date of receipt of the request for appeal.

We shall appoint Members to the Complaint Appeal Panel, which shall advise Us on the resolution of the dispute. The Complaint Appeal Panel shall be composed of an equal number of Our staff, Physicians or other providers, and Members.

Not later than the fifth business day before the scheduled meeting of the panel, unless You agree otherwise, We shall provide to You or Your designated representative:

- Any documentation to be presented to the panel by Our staff;
- The specialization of any Physicians or providers consulted during the investigation; and

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- The name and affiliation of each of Our representatives on the panel.

You or a designated representative is entitled to:

- Appear in person before the Complaint Appeal Panel;
- Present alternative expert testimony; and
- Request the presence of and question any person responsible for making the prior determination that resulted in the appeal.

In all other cases, Written notification of Our final decision on the appeal will be provided no later than the 30th calendar day after the date We received the appeal. The notice of final decision will address the specific medical determination, clinical basis, and contractual criteria used to reach the final decision. The notice will also include the toll-free telephone number and address of the Texas Department of Insurance.

C. Adverse Determination Appeal Procedure

In the event of an Adverse Determination, notification will include:

- The principal reasons for the Adverse Determination.
- The clinical basis for the Adverse Determination.
- A description or source of the screening criteria that were utilized as guidelines in making the determination.
- Notification of the right to appeal an Adverse Determination to an Independent Review Organization.
- Notification of the procedures for appealing an Adverse Determination to an Independent Review Organization.
- Notification to the Member who has a Life-Threatening condition of the Member's right to an immediate review by an Independent Review Organization and the procedure to obtain that review.

You, a person acting on Your behalf, Your Physician, or Plan Provider may appeal an Adverse Determination orally or in writing.

We shall send an acknowledgment letter to You not later than the fifth business day after the date of receipt of the request for appeal. We will outline a list of documents that You must submit for review by the utilization review agent.

Investigation and resolution of appeals relating to ongoing emergencies or denials of continued stays for hospitalization shall be conducted in accordance with the medical immediacy of the case but in no event to exceed one business day after Your request for appeal.

Due to the ongoing emergency or continued Hospital stay, and at Your request, We shall provide a review by a Physician or provider who has not previously reviewed the case and is of the same or similar specialty as typically manages the medical condition, procedure, or treatment under discussion for review of the appeal.

The Physician or provider reviewing the appeal may interview You or Your designated representative and shall render a decision on the appeal. Initial notice of the decision may be delivered orally if followed by written notice of the determination within three days.

Written notification of Our final decision on the appeal will be provided no later than the 30th calendar day after the date We received the appeal. If the appeal is denied the written notification shall include a clear and concise statement of:

- The clinical basis for the appeal's denial.
- The specialty of the Physician making the denial.

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- Notice of Your right to seek review of the denial by an Independent Review Organization and the procedures for obtaining that review.

D. Filing Complaints with the Texas Department of Insurance

Any person, including persons who have attempted to resolve Complaints through Our Complaint system process and who are dissatisfied with the resolution, may report an alleged violation to:

**Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104**

The commissioner shall investigate a Complaint against Us to determine compliance within 60 days after the Texas Department of Insurance's receipt of the Complaint and all information necessary for the Department to determine compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur:

- Additional information is needed;
- An on-site review is necessary;
- We, the Physician or provider, or You do not provide all documentation necessary to complete the investigation; or
- Other circumstances beyond the control of the Texas Department of Insurance occur.

E. Appeals to an Independent Review Organization (IRO)

In a circumstance involving a Life-Threatening condition, You are entitled to an immediate appeal to an Independent Review Organization and are not required to comply with procedures for an internal review of Our Adverse Determination.

We shall permit any party whose appeal of an Adverse Determination is denied by Us to seek review of that determination by an Independent Review Organization assigned to the appeal as follows:

- We shall provide to You, Your designated representative, or Your provider of record, information on how to appeal the denial of an Adverse Determination to an Independent Review Organization.
- We must provide such information to You, Your designated representative, or Your provider of record at the time of the denial of the appeal.
- We shall provide to You, Your designated representative, or Your provider of record the prescribed form.
- You, Your designated representative, or Your provider of record must complete the form and return it to Us to begin the independent review process.
- In Life-Threatening situations, You, Your designated representative, or Your provider of record may contact Us by telephone to request the review and provide the required information.

The appeal process does not prohibit You from pursuing other appropriate remedies including injunctive relief, a declaratory judgment, or relief available under law, if the requirement of exhausting the process for appeal and review places Your health in serious jeopardy.

FirstCare will not take any retaliatory action, such as refusing to renew or canceling coverage, against You because You, or any person acting on Your behalf, has filed a Complaint against FirstCare or appealed a decision made by FirstCare.

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SECTION 9 – MISCELLANEOUS PROVISIONS

A. Entire Evidence of Coverage

This booklet and Your (including Your Dependents, if any) enrollment form(s) constitute the entire contract between FirstCare and You (and Your covered Dependents), and as of the effective date of Your coverage, this Evidence of Coverage supersedes all other agreements.

B. Change in Premium Upon Notice:

We reserve the right to adjust the premium upon 60 days notice to You. Such adjustments in rates shall become effective on the date specified in said notice. See *Section 7: Premiums and Termination of Coverage* for more details.

C. Cancellation

Except as otherwise provided herein, FirstCare will not have the right to cancel Your coverage if the following requirements are met:

- You and Your Dependents, if any, remain eligible for coverage in accordance with this Evidence of Coverage; and
- All applicable premiums have been paid in accordance with this Contract.

D. Authority

No agent or employee of FirstCare is authorized to change the form or content of this Contract other than to make necessary and proper insertions in blank spaces. Any changes to the form or content of this Evidence of Coverage may only be made through proper endorsement signed by an authorized officer of FirstCare. No agent, employee, or other person, except an authorized officer of FirstCare, has the authority to waive any terms, provisions, conditions, or restrictions of this Evidence of Coverage.

E. Authorization to Examine Health Records

You and Your Dependents, if any, expressly consent to and expressly authorize, to the fullest extent permitted by applicable law, any and all Physicians and health care providers who provide care to any of You to permit the examination and copying of any portion of such provider's medical and other records pertaining to any of You by FirstCare, upon request by FirstCare without need of further authorization from any of You.

F. Notice of Claim

It is not expected that You will make payment for Covered Health Services, other than required Copayments. However, if You pay for Covered Health Services in addition to the required Copayment(s), You must file a claim with Us within 90 days from the date You incurred Covered Health Services, unless You can document as soon as reasonably possible after the 90-day period, to Our satisfaction, good cause why such claim could not be filed within such 90-day period. Provided, however, reimbursement shall not be allowed if a claim is made beyond one year from the date such Covered Health Services were first incurred. We will provide forms for the submission of written proof of payment. You may contact Our Customer Service Department at (800) 884-4901.

G. Payment of Claims

Payment of claims to the Member will be handled as follows:

Not later than the 15th day after We receive a claim from You, We will:

- Acknowledge receipt of the claim;
- Commence any investigation of the claim; and

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- Request information, statements, and forms from You as deemed necessary. Additional requests may be made during the course of the investigation.

Not later than the 15th day after receipt of all requested items and information, FirstCare will:

- Notify You of the acceptance or rejection of the claim and the reason if rejected; or
- Notify You that additional time is needed and state the reason. Not later than the 45th day after the date of notification of the additional time requirement, We shall accept or reject the claim.

Claims will be paid no later than the fifth day after notification of acceptance of the claim.

H. Legal Action

No action at law or in equity shall be brought to recover under this Evidence of Coverage prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of this Evidence of Coverage, nor shall such action be brought at all, unless brought within three years from the expiration of the time within which notice of claim is required by this Evidence of Coverage.

I. Notice

Any notice required by or given involving this Evidence of Coverage may be given by personal delivery, telephone facsimile transmission, overnight delivery service or United States mail, first class, or postage prepaid, addressed as follows:

**FirstCare
SHA, L.L.C.
12940 N Highway 183
Austin, Texas 78750**

And if to a Member, at the last address specified in the corporate records of FirstCare.

J. Interpretation of this Evidence of Coverage

The laws of the State of Texas shall be applied to the interpretation and construction of this Evidence of Coverage. Any provision contained in this Evidence of Coverage not in conformity with the Texas Health Maintenance Organization Act, or other applicable Texas laws shall not be rendered invalid but shall be construed and applied as if it were in full compliance with the Act and such other applicable Texas laws.

K. Assignment

This Evidence of Coverage is not assignable by You, Your Dependents, if any, without the written consent of FirstCare. Likewise, the coverage and benefits provided by this Evidence of Coverage are not assignable without the written consent of FirstCare.

L. Gender

The use of any gender in this Evidence of Coverage shall be deemed to include and reference the other genders, and likewise, use of the singular tense shall be deemed to include the plural and visa versa.

M. Modifications

This Evidence of Coverage shall be subject to amendment, modification, or termination as required by law or regulatory order without the consent of any Member.

N. Clerical Error

Clerical error, whether made by the Subscriber or FirstCare, in keeping records pertaining to the coverage of Members under this Evidence of Coverage, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

O. Headings and Captions

The headings and captions used in this Evidence of Coverage are provided for purposes of reference and convenience only and shall not be used in continuing or interpreting this Evidence of Coverage.

P. Incontestability

All statements made by the subscriber on the enrollment application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of the subscriber's knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew an enrollee's coverage or reduce benefits unless:

- It is in a written enrollment application signed by the subscriber; and
- A signed copy of the enrollment application is or has been furnished to the subscriber or the subscriber's personal representative.

Q. On-The-Job Injury/Illness

In the event services are provided or payments are made by FirstCare for work-related injuries or illnesses sustained by a Member or such services are determined to be covered by a Workers' Compensation System or any other insurance, FirstCare shall have the right to recover Usual, Customary and Reasonable (UCR) Amounts for such services provided or the payments made by FirstCare from the third party payer. It is understood that coverage under this Evidence of Coverage is not in lieu of, and shall not affect, any benefits or requirements for coverage under an applicable Workers' Compensation System(s) or under any other applicable insurance coverage.

R. Subrogation

If We provide services provided to a Member or such Member's Dependent, due directly or indirectly to the act or omission of another person or entity, then We shall be entitled to receive and shall be fully subrogated to all rights of recovery acquired by or accruing to such Member (or Dependent), but only up to 100% of the dollar amounts paid for such benefits provided by Us and Our costs of recovery (including, but not limited to, court costs and reasonable attorney fees). Our rights become effective as to all third parties and their insurers upon the written notice to such third parties, their insurers, or attorneys. It is agreed that by receipt of such benefits from Us, the Member (or Dependent) shall be legally considered to have assigned all first and prior rights of recovery to Us and to have agreed to cooperate and help Us obtain such recovery by settlement or judgment. We shall have the right to intervene in any action brought by the Member (or Dependent) against any third party alleged to be responsible for the Member's (or Dependent's) illness or injury, in order to protect and prosecute Our rights of recovery. It is further agreed that, should the Member (or Dependent) receive any payment applicable to such assigned rights of recovery of FirstCare, that reimbursement shall be immediately made to FirstCare by the Member (Dependent).

SECTION 10 – DEFINITIONS

This section provides definitions for some of the terms used in this document.

Acquired Brain Injury: A neurological insult to the brain, which is not hereditary, congenital, or degenerative. The injury to the brain has occurred after birth and results in a change in neuronal activity, which results in an impairment of physical functioning, sensory processing, cognition, or psychosocial behavior.

Adverse Determination: A determination by a utilization review agent or health maintenance organization that the health care services furnished or proposed to be furnished to a Member are not medically necessary.

Allowable Amount: The maximum amount We determine to be eligible for consideration of payment for a particular Covered Health Service, supply, or procedure.

Ancillary Provider: A provider with whom a PCP may be required to consult and/or coordinate regarding certain Covered Health Services on behalf of a Member.

Autism spectrum disorder: means a neurobiological disorder that includes autism, Asperger's syndrome, or Pervasive Development Disorder – Not Otherwise Specified.

Cancer Chemotherapy: any medication used to directly treat cancer. Medications used as supportive therapy (i.e, anti-nausea, etc) are not included in this definition. A list of these medications will be maintained by the FirstCare Pharmacy and Therapeutics Committee.

Chemotherapy Associated Agents: any medication used as supportive therapy for Cancer Chemotherapy administered at the time of chemotherapy administration. Medications used as supportive therapy not administered at the time of chemotherapy infusion will be covered on a Pharmacy Rider benefit only.

Cognitive Communication Therapy: services designed to address modalities of comprehension and expression, including understanding, reading, writing, and verbal expression of information.

Cognitive Rehabilitation Therapy: services designed to address therapeutic cognitive activities, based on an assessment and understanding of the individual's brain-behavioral deficits.

Community Reintegration Services: services that facilitate the continuum of care as an affected individual transitions into the community.

Complaint: See *Section 8, Member Complaint and Appeal Procedure* for a complete definition and description.

Complications of Pregnancy: Medical conditions that require inpatient care before the end of the pregnancy or that endanger the pregnancy or that are aggravated by the pregnancy. Complications of Pregnancy are conditions requiring diagnoses that are distinct from pregnancy but that are adversely affected by pregnancy, including but not limited to:

- Acute nephritis;
- Nephrosis;
- Cardiac decompensation;
- Missed abortion;
- Termination of pregnancy by non-elective cesarean section;
- Termination of ectopic pregnancy;
- Spontaneous termination of pregnancy when a viable birth is not possible; and
- Similar medical and surgical conditions of comparable severity.

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The following conditions are not considered Complications of Pregnancy:

- False labor;
- Occasional spotting;
- Health Care Provider prescribed rest during pregnancy; and
- Morning sickness.

Complications of pregnancy are treated as any other illness.

Calendar Year - the calendar year starting on January 1st and continuing through December 31st.

Copayment: The amount You are required to pay to a Plan Provider or other authorized provider in connection with the provision of Covered Health Services. The Copayment amounts are indicated in the Schedule of Copayments.

Covered Health Services: Those medical and health care services and items specified and defined in the Schedule of Copayments as being covered services but only when such services and items are medically necessary and when they are performed, prescribed, directed, or authorized in accordance with FirstCare's policies and procedures and this Evidence of Coverage.

Crisis Intervention: a short-term process which provides intensive supervision and highly structured activities to the Member who is demonstrating an acute psychiatric crisis of severe proportions, which substantially impairs the Member's thoughts, perception of reality, and judgment, or which grossly impairs behavior.

Crisis Stabilization Unit: A 24-hour residential program that is usually short-term in nature and provides intensive supervision and highly structured activities to persons who are demonstrating an acute psychiatric crisis of moderate to severe proportions.

Cryotherapy: also known as cold therapy, cryotherapy is the treatment of pain and/or inflammation by lowering the temperature of the skin over the affected area.

Custodial Care: care not given primarily for therapeutic value in the treatment of an illness or injury and is provided primarily for the maintenance of the Member, and is essentially designed to assist in the activities of daily living. We and/or an independent medical review board will decide if a service or treatment is Custodial Care.

Deductible: The amount of Covered Health Services You are responsible for paying each Plan Year before benefits become payable under this Policy. The *Deductible* is the amount of Covered Expenses You must pay for each Member before any benefits are available regardless of provider type. Refer to your Schedule of Copayments for the Deductible amount.

Dependent: A Member of a Subscriber's family who meets the eligibility requirements specified in *Section 2, Eligibility and Enrollment*, and who has become enrolled as a Member of FirstCare.

DESI Drugs: Any drug targeted in the FDA's Drug Efficacy Study Implementation (DESI) which demonstrates a lack of evidence supporting the drug's efficacy.

Diabetic Supplies and Equipment: equipment and supplies for the treatment of diabetes for which a physician or practitioner has written an order, including blood glucose monitors, including those designed to be used by or adapted for the legally blind; test strips specified for use with a corresponding glucose monitor; lancets and lancet devices; visual reading strips and urine testing strips and tablets which test for glucose, ketones and protein; insulin and insulin analog preparations; injection aids, including devices used to assist with insulin injection and needleless systems; insulin syringes; biohazard disposal containers; insulin pumps, both external and implantable, and associated appurtenances, which include insulin infusion devices;

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batteries; skin preparation items; adhesive supplies; infusion sets; insulin cartridges; durable and disposable devices to assist in the injection of insulin; and other required disposable supplies; repairs and necessary maintenance of insulin pumps not otherwise provided for under a manufacturer's warranty or purchase agreement, and rental fees for pumps during the repair and necessary maintenance of insulin pumps, neither of which shall exceed the purchase price of a similar replacement pump; prescription medications and medications available without a prescription for controlling the blood sugar level; podiatric appliances, including up to two pairs of therapeutic footwear per year, for the prevention of complications associated with diabetes; glucagon emergency kits.

As new or improved treatment and monitoring equipment or supplies become available and are approved by the United States Food and Drug Administration, such equipment or supplies shall be covered if determined to be medically necessary and appropriate by a treating physician or other practitioner through a written order. All supplies, including medications, and equipment for the control of diabetes shall be dispensed as written, including brand name products, unless substitution is approved by the physician or practitioner who issues the written order for the supplies or equipment.

Insulin Pump Supplies can be obtained in 30-day amounts through this Durable Medical Supply benefit or in a 90-day amount through a Participating Mail Service Pharmacy. Call the Customer Service Department at (800) 884-4901 for more information.

Diabetic Self-Management Training: Includes (i) Training provided after the initial diagnosis of diabetes, including nutritional counseling and proper use of Diabetes Equipment and Supplies; (ii) additional training authorized on the diagnosis of a significant change in Your symptoms or condition that requires changes to Your self-management regime; and (iii) periodic or episodic continuing education training as warranted by the development of new techniques and treatments for diabetes.

Drug Coverage List: A listing of prescription drugs that are approved by the FirstCare Pharmacy and Therapeutics Committee to be dispensed through participating pharmacies and which will be a covered benefit pending any utilization management approvals.

Evidence of Coverage: The term used to describe this document along with any attachments and Your Enrollment Form, which constitute Your contract with FirstCare.

FirstCare: The registered service mark and trade name of the health Plan.

Facility: a health care or residential treatment center licensed by the state in which it operates to provide medical inpatient, residential, day treatment, partial hospitalization, or outpatient care.

Grace Period: A period of 31 days after a Premium Due Date, during which premiums may be paid to FirstCare without lapse of Your coverage and that of Your Dependents, if any, under an Evidence of Coverage. If payment is not received within the 31 days, coverage will be canceled and You will be responsible for any cost of services received during the Grace Period.

Hospital: An acute care institution licensed by the State of Texas as a Hospital, which is primarily engaged, on an inpatient basis, in providing medical care and treatment of sick and injured persons through medical, diagnostic, and major surgical facilities, under supervision of a staff of Physicians and with 24-hour a day nursing and Physician service; provided, however, it does not include a nursing home or any institution or part thereof which is used principally as a custodial facility.

Hybrid Injectables: any injectables defined as a Pharmacy Injectable required to be administered at the time of dialysis or cancer chemotherapy infusion. If these medications are not administered at the point of service, and they are Pharmacy Injectables, they are covered on a Pharmacy Rider only. These drugs will be defined by the Pharmacy and Therapeutics Committee

Independent Review Organization (IRO): An organization selected as provided under the Texas Insurance Code.

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Level 1 Test Strips: Includes those strips offered by one of our contracted vendors. A list of these strips and coresponding meters can be obtained by contacting customer service.

Level 2 Test Strips: Includes all strips not covered as Level 1 Test Strips.

Life-Threatening: A disease or condition for which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Lifetime Maximum: The lifetime maximum benefit amount is the maximum We will pay for any Member under all policies issued by Us providing Covered Health Services for the lifetime of any Member. When this maximum is reached, coverage for such Member will end.

Mammography: the x-ray examination of the breast using equipment dedicated specifically for Mammography.

Mammography, Digital: mammography creating breast images that are stored as digital pictures.

Medical Director: A Physician designated by FirstCare to monitor appropriate provision of medically necessary Covered Health Services to Members in accordance with their applicable Evidences of Coverage.

Medical Injectables: Any medication that is infused via intravenous infusion (IV), injected intramuscularly (IM), where medical supervision is required, or has to be administered at the point of care (i.e.: Dialysis Centers). These drugs will be defined by the FirstCare Pharmacy and Therapeutics Committee.

Medically Necessary or Medical Necessity: Treatments, service, supply, drug, or Hospital Confinement (or part of a Hospital Confinement):

- Is appropriate to diagnose or treat the patient's Illness or Injury;
- Does not exceed in scope, duration, or intensity, the level of care which is needed to provide safe, adequate, and appropriate diagnosis and/or treatment;
- Is prescribed by a Physician;
- Is consistent with widely accepted professional standards of medical practice in the United States;
- Is not primarily for the personal comfort of the patient, the Family, Physician, or other provider of care;
- Is not a part of, or associated with, the scholastic, educational, or vocational training of the patient;
- Is neither investigative nor experimental in nature; or
- For inpatient care, cannot be supplied safely on an outpatient basis.

The fact that a Physician has prescribed, recommended, or supplied a treatment, service, or supply does not make it Medically Necessary. Our Utilization Review Agent evaluates all conditions listed above. The Utilization Review Agent will decide whether a service or supply is Medically Necessary, considering the views of the medical community, guidelines and practices of Medicare and Medicaid, and peer review literature.

Medicare: Title XVIII (Health Insurance for the Aged and Disabled) of the United States Social Security Act, as added by the Social Security Amendments of 1965 as now or subsequently amended.

Member: A person who has enrolled in FirstCare as a Subscriber or Dependent and is eligible to receive Covered Health Services.

Neurobehavioral Testing: An evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and premorbid history, including the identification of problematic behavior and the relationship between behavior and the variables that control behavior. This may include interviews of the individual, family, or others.

Neurobehavioral Treatment: Interventions that focus on behavior and the variables that control behavior.

Neurobiological disorder: means an illness of the nervous system caused by genetic, metabolic or other biological factors.

Neurocognitive Rehabilitation: Services designed to assist cognitively impaired individuals to compensate for deficits in cognitive functioning by rebuilding cognitive skills and/or developing compensatory strategies and techniques.

Neurocognitive Therapy: Services designed to address neurological deficits in informational processing and to facilitate the development of higher-level cognitive abilities.

Neurofeedback Therapy: Services that utilize operant conditioning learning procedure based on electroencephalography (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.

Neurophysiological Testing: An evaluation of the functions of the nervous system.

Neurophysiological Treatment: Interventions that focus on the functions of the nervous system.

Neuropsychological Testing: The administering of a comprehensive battery of tests to evaluate neurocognitive, behavioral, and emotional strengths and weaknesses and their relationship to normal and abnormal central nervous system functioning.

Neuropsychological treatment: Interventions designed to improve or minimize deficits in behavioral and cognitive processes.

Organ Transplant: The harvesting of a solid and/or non-solid organ, gland, or tissue from one individual and reintroducing that organ, gland, or tissue into another individual.

Out-of-Pocket Maximum: The total dollar amount a Member must pay each Calendar Year before We pay benefits at 100% up to the Usual, Customary and Reasonable (UCR) amount for those Covered Services subject to the deductible. Co-payments subject to the Deductible will apply to the Out-Of-Pocket Maximum after the deductible is met. For those Covered Services where the Deductible was waived, Member is still responsible for paying applicable co-payments even though Member has reached the Out-of-Pocket Maximum. The Out-Of-Pocket Maximum does not include: (a) Co-payments not subject to the Deductible, (b) charges for non-covered services, (c) Outpatient prescription drug co-payments (d) any amount owed over Usual, Customary and Reasonable (UCR) amount (e) and deductibles. Refer to your Schedule of Co-payments for Out-of-Pocket maximum amounts.

Pharmacy Injectables: any medication that is injected subcutaneously or specifically designed and generally accepted to be self-injected and does not require direct medical professional oversight. These drugs will be defined by the FirstCare Pharmacy and Therapeutics Committee.

Physician: Any person who is duly licensed and qualified to practice within the scope of a medical practice license issued under the laws of the State of Texas or in which state treatment is received.

Plan, Your Plan, The Plan: The coverage of health care services available to You under the terms of this Evidence of Coverage.

Plan Provider: A Physician, medical group, Hospital or other health care provider who has contracted with FirstCare to provide Covered Health Services to Members of Your Plan. For more information on the network of Plan Providers available to You, check the provider directory We give to You, ask Your PCP or call Us. Please remember that the list of Plan Providers in the directory is subject to change, so You may want to call Our Customer Service Department at (800) 884-4901 for the most current provider information or go to the FirstCare website at www.firstcare.com.

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Post-Acute Transition Services: Services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.

Premium Due Date: The first day of the month or quarter for which the payment is due.

Primary Care Physician (PCP): A Physician who practices general medicine, family medicine, internal medicine or pediatrics who through an agreement with Us, provides basic health care services to You and can arrange specialized services for You.

For the names of PCPs, please see Your Provider Directory or contact Our Customer Service Department at (800) 884-4901. You may also go to the FirstCare website at www.firstcare.com.

Psychiatric Day Treatment Facility: A facility that provides treatment for not more than eight hours in any 24-hour period after which the Member is allowed to leave. The Joint Commission on Accreditation of Healthcare Organizations must accredit such facility.

Psychophysiological Testing: An evaluation of the interrelationships between the nervous system and other bodily organs and behavior.

Psychophysiological Treatment: Interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.

Remediation: The process(es) of restoring or improving a specific function.

Residential Treatment Center for Children and Adolescents: A child-care institution that provides residential care and treatment for emotionally disturbed children and adolescents and that is accredited as a residential treatment center by the Council on Accreditation, the Joint Commission on Accreditation of Healthcare Organizations or the American Association of Psychiatric Services for Children.

Rider: A supplement to Your Plan that describes any additional benefits or changes in Your benefits or the terms of Your coverage under the Plan. We may provide Riders to You at the time You enroll in the Plan or at other times after that.

Self Injectable Medications: Medications recognized by the FDA as appropriate for self-administration (referred to as "self-injectable" drugs).

Service Area: The geographical area that FirstCare is authorized by law to serve. FirstCare's Service Area map is provided in this booklet.

Skilled Nursing Facility or Extended Care Facility: An institution which:

- Is accredited under one program of the Joint Commission on Accreditation of Health Care Organizations as a Skilled Nursing Facility or is recognized by Medicare as an Extended Care Facility;
- Furnishes room and board and 24 hour-a-day skilled nursing care by, or under the supervision of a registered nurse (RN); and
- Is not a clinic, rest Facility, home for the aged, place for drug addicts or alcoholics, or a place for Custodial Care.

Subscriber: One who meets all applicable eligibility requirements of *Section 2, Eligibility and Enrollment* and whose enrollment form and applicable premium payment have been received in accordance with the enrollment requirements of this Evidence of Coverage.

Telehealth Service: A health service, other than a telemedicine medical service, delivered by a licensed or certified health professional acting within the scope of the health professional's license or certification who

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does not perform a telemedicine medical service that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including compressed digital interactive video, audio, or data transmission; clinical data transmission using computer imaging by way of still-image capture and store and forward; and other technology that facilitates access to health care services or medical specialty expertise.

Telemedicine: The use of interactive audio, video, or other electronic media to deliver health care. The term includes the use of electronic media for diagnosis, consultation, treatment, transfer of medical data, and medical education. The term does not include services performed using a telephone or facsimile machine. Health care services will not be excluded based solely on the fact that they were provided through telemedicine and not provided through a face-to-face consultation.

Toxic Inhalant: A volatile chemical under Chapter 484, Texas Health and Safety Code, or abusable glue or aerosol paints under Section 485.001, Texas Health and Safety Code.

Ultrasound, Breast: procedure that may be used to determine whether a lump is a cyst or a solid mass.

Us, We or Our: FirstCare.

Usual, Customary and Reasonable (UCR) Amount: Costs that do not exceed negotiated schedules of payments developed by Us that are accepted by Participating Providers within a geographic area specified by Us as payment in full.

Utilization Review: A system for prospective and/or concurrent review of the Medical Necessity and appropriateness of Covered Health Services Your provider is currently providing or proposes to provide to You. Utilization Review does not include elective requests by You for clarification of coverage.

Utilization Review Agent (URA): An entity designated by Us to perform Utilization Review of Medically Necessary treatment. The URA also determines Totally Disabled and Total Disability.

Utilization Review Plan: The screening criteria and Utilization Review procedures of a Utilization Review Agent. The program provides:

- Pre-treatment Review;
- Concurrent Review; and
- Discharge Planning

You or Your: A covered Member.