



This Evidence of Coverage is not to be used for small employer health plans covered by Texas Insurance Code, Art. 26.01, et. seq.

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 Employee:

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.

If You are new to FirstCare, a representative from Our Customer Service Department will be calling to assist You in understanding Your FirstCare coverage. If You are not new to FirstCare, but would like more information about how to use Your FirstCare Plan, 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, TX 78750
(512) 257-6000
(800) 884-4901**

GROUP CONTRACT

EVIDENCE OF COVERAGE

This Group 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 through Your employer. Your Evidence of Coverage constitutes Your contract with FirstCare. By completing Your enrollment form, making or having made on Your behalf 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.

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

FirstCare - The HMO of Choice

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, TX 79407**

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, TX 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, TX 79407**

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.

FirstCare - The HMO of Choice

SPECIAL TOLL-FREE BEHAVIORAL HEALTH COMPLAINT NUMBER:

To make a complaint about a private psychiatric Hospital, chemical dependency treatment center, or psychiatric or chemical dependency services at a general Hospital, call:

(800) 228-1570

Your complaint will be referred to the state agency that regulates Hospital or chemical dependency treatment centers.

AVISO DE NUMERO TELFONICO GRATIS ESPECIALMENTE PARA QUEJAS DE SALUD MENTAL

Para someter una queja acerca de un hospital psiquiatrico privado, de centro tratamiento para la dependencia quimica, de servicios psiquiatrico o de dependencia quimica en un hospital general, llame a:

(800) 228-1570

Su queja sera referida a la agencia estatal que regula la hospital o centro de tratamiento para la dependencia quimica.

TABLE OF CONTENTS

SCHEDULE OF COPAYMENTS

SECTION 1 – Requirements for All Health Care Services

Medical Necessity
Primary Care Physician
Your Right to Choose an Obstetrician or Gynecologist
Plan Providers
Ancillary Providers
Continuity of Coverage
Other Restrictions
Copayments
Out-of-Pocket Maximum
Out-of-Pocket Maximum for Certain Services
FirstCare Review

SECTION 2 – Eligibility and Enrollment

Employee Coverage
Dependent Coverage
Effects of Medicare Eligibility
Enrollment
Effective Date of Coverage
Late Enrollee

SECTION 3 – What is Covered

Outpatient Services

Physician Office Visits
Physician Services at Home
Laboratory Services
Radiology Services
Surgical Procedures
Materials Provided in Your Physician's Office
Pre-Natal and Post-Natal Obstetrical Care
Rehabilitation, Speech, Occupation, and Physical Therapy
Acquired Brain Injury
Outpatient Surgery
Pain Management Services
Allergy Testing and Injections
Short-Term Mental Health Services
Serious Mental Illness Services
Autism Spectrum Disorder
Chemical Dependency Treatment

Preventive Health Care Services

Routine Physical Examinations
Well-Baby and Well-Child Care
Routine Immunizations
Well-Woman Examinations
Screening Mammogram
Bone Mass Measurement
Examination for Detection of Prostate Cancer
Screening for Detection of Colorectal Cancer
Routine Sight, Speech, and Hearing Screening

Family Planning and Infertility Services

Inpatient Services

Obstetrical Services
Mastectomy or Related Procedures
Room, Meals, and Nursing Care
Medical, Surgical, and Obstetrical Services
Observation Unit Admission
Rehabilitation, Speech, Occupational and Physical Therapy
Skilled Nursing Facility
Short-Term Mental Health Services
Serious Mental Illness Services
Chemical Dependency Treatment

Other Health Care Services

Home Health Care
Non-Emergency Ambulance Transport Service
Reconstructive Surgery Services
Non-Cosmetic Prosthetic Devices
Durable Medical Equipment and Supplies
Diabetic Services
 Diabetic Equipment and Supplies
 Diabetic Medications
 Diabetic Self-Management Education
Hearing Aids
Limited Dental-Related Services
Temporomandibular Joint Syndrome Services
Dialysis Services
Organ Transplants
Chemotherapy
Radiation Therapy

FirstCare - The HMO of Choice

Blood and Blood Products
Hospice Services
Prescription Drugs

SECTION 4 – Emergency and Out-of-Area Urgent Care Services

Emergency Care
Out-of-Area Urgent Care
Services and Copayments
Payment Procedures
FirstCare Review

SECTION 5 – What is Not Covered

SECTION 6 – Utilization Review (U.R.) Program

SECTION 7 – Termination of Coverage

Termination of Coverage
Termination of Benefits
Continuation of Coverage
 COBRA
 State Continuation of Coverage
Continuation of Coverage for Certain Dependents
Conversion
Refunds

SECTION 8 - Coordination of Benefits, On-The-Job Injury and Subrogation

Coordination of Benefits
Rules of Coordination
 Non-Dependent/Dependent
 Dependent Child/Parents Not Separated or Divorced
 Dependent Child/Parents Separated or Divorced
 Joint Custody
 Active/Inactive Employee
Continuation Coverage
Longer/Shorter Length of Coverage

Rules of Coordination for Members 65 or Older
Employer Providers
Military Providers
Release of Information
Recovery of Payments
On-the-Job Injury/Illness
Subrogation

SECTION 9 - Member Complaint and Appeal Procedure

Complaint Procedure
Complaint Appeal Procedure
Adverse Determination Appeal Procedure
Filing Complaints with the Texas Department of Insurance
Appeals to an Independent Review Organization (IRO)

SECTION 10 – Miscellaneous Provisions

Entire Evidence of Coverage
Change in Premium
Cancellation
Authority
Authorization to Examine Health Records
Notice of Claim
Payment of Claims
Legal Action
Notice
Interpretation of the Evidence of Coverage
Assignment
Gender
Modifications
Clerical Error
Headings and Captions
Incontestability

SECTION 11 – Definitions

SERVICE AREA MAP AND DESCRIPTION

FirstCare - The HMO of Choice

TRS-ACTIVECARE PROGRAM SCHEDULE OF COPAYMENTS

You have the option to choose this Consumer Choice of Benefits Health Maintenance Organization that, either in whole or in part, does not provide state-mandated health benefits normally required in accident and sickness insurance policies/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 policies in Texas. If you choose this standard health benefit plan, please consult with your insurance agent to discover which state-mandated health benefits are excluded in this evidence of coverage. The following is a summary of the Copay amounts You and any Dependents must pay when receiving the services listed below. These services must be performed, prescribed, or directed by Your Primary Care Physician or designated OB/GYN Physician. Please refer to Your Evidence of Coverage for a detailed explanation of covered and non-covered services.

Covered Services	Copayment Amount
ANNUAL DEDUCTIBLE	\$ 400 -100 per Member
OUT-OF-POCKET MAXIMUM	\$3,500 per Member
Outpatient Services	
<p><i>Office Visits</i> including medications (except certain injectable medications) and materials administered in the Physician's office, and surgical procedures performed in the Physician's office. (Additional Copayments apply for surgical procedures and injectable medications.)</p> <ul style="list-style-type: none"> • Primary Care Physician • Specialist Physician 	<p>\$20 per visit to the PCP*</p> <p>\$40 per visit to the Specialist*</p>
Laboratory Services	No Copay*
Diagnostic Radiology Services (except for the following procedures):	No Copay*
<ul style="list-style-type: none"> • Arteriograms, CT Scan, Magnetic Resonance Imaging (MRI); EEG; Myelogram; and PET Scan • Radio-nuclide Stress Test 	<p>\$100 per procedure</p> <p>\$100 per procedure</p>
Surgical Procedures performed in the Physician's office	\$50 per procedure
Pre- and Post-Natal Obstetrical Care	No Copay*
Rehabilitation, Speech, Occupational and Physical Therapy	\$40 per visit
Outpatient Surgery	\$150 Copay per admission
Physician Home Visits	\$40 per visit
Allergy Services	
<ul style="list-style-type: none"> • Office Visits including Testing • Serum • Injection Administration 	<p>\$20 per visit to the PCP *</p> <p>\$40 per visit to the Specialist*</p> <p>50% of the Allowable Amount</p> <p>50% of the Allowable Amount per visit</p>
Short-term Mental Health Services	\$40 per visit.* Limited to 20 outpatient visits per Plan Year.

*No Deductible
TRS-ActiveCare EOC2010

FirstCare - The HMO of Choice

TRS-ACTIVECARE PROGRAM SCHEDULE OF COPAYMENTS

Covered Services	Copayment Amount
Outpatient Services (cont.)	
Serious Mental Illness Health Services	\$40 per visit. * Limited to 60 outpatient visits per Plan Year.
Chemical Dependency Services	\$40 per visit. * Limited to 3 series of treatments per lifetime.
Autism Spectrum Disorder	\$20 per visit to the PCP* \$40 per visit to the Specialist*
Preventive Health Care Services	
Routine Physical Exams	\$20 per visit to the PCP* \$40 per visit to the Specialist*
Well-Baby and Well-Child Care	\$20 per visit to the PCP* \$40 per visit to the Specialist*
Routine Immunizations	No Copay*
Well-Woman Examinations	\$20 per visit to the PCP or designated OB/GYN* \$40 to a non-designated OB/GYN* (referral required)
Screening Mammograms, including X-ray, Digital, and Ultrasound	No Copay*
Bone Mass Measurement	\$40 per procedure*
Examinations for Detection of Prostate Cancer	Included in the office visit Copay*
Routine Sight, Speech and Hearing Screenings for Children	No additional Copay required when performed during an Office Visit.*
Family Planning and Infertility Services	
Family Planning Counseling	\$20 per visit to the PCP* \$40 per visit to the Specialist*
Sterilization Performed at an Outpatient Surgical Facility	\$150 per admission
Contraceptive Devices and Implants <ul style="list-style-type: none"> • Diaphragm • IUD • Subdermal Contraceptive Implants & Removal • Depo Provera Injections 	20% of the Allowable Amount for all charges. Applies to materials, procedures, and services.
Sterilization Performed in the Physician's office	\$50 per procedure

FirstCare - The HMO of Choice

TRS-ACTIVECARE PROGRAM SCHEDULE OF COPAYMENTS

Covered Services	Copayment Amount
Family Planning and Infertility Services (cont.)	
Infertility Services	50% of the Allowable Amount, applies to all office visits and services. Infertility drugs are not covered.
Inpatient Services	
Inpatient Admissions including: <ul style="list-style-type: none"> • Rehabilitation Facility • Skilled Nursing Facility • Chemical Dependency Treatment Center • Psychiatric Hospital Observation Unit Admission	\$150 per day; not to exceed \$750 maximum per admission <i>Skilled Nursing Facility: Limited to 100 days per Plan Year.</i> <i>Chemical Dependency: Limited to 3 series of treatments per lifetime.</i> <i>Short-Term Mental Illness: 15 Inpatient days per Plan Year.</i> <i>Serious Mental Illness: 45 Inpatient days per Plan Year</i> \$150 per admission
Other Health Care Services	
Limited Accidental Dental-Related Services	\$10,000 annual maximum benefit
Home Health Services	No Copay
Non-Emergency Ambulance Services	\$100 per trip
Prosthetics	\$250 per device External devices – Lifetime Maximum - \$10,000 per device/Limb
Orthotics	\$250 per device
Durable Medical Equipment (DME) & Medical Supplies	20% of the Allowable Amount per piece or equipment or supply. DME is limited to \$4,000 per Plan Year. DME used in the treatment of diabetes, oxygen and monitoring devices are not included in \$4,000 maximum.
Insulin and Diabetic Medications (<u>Non-Maintenance</u> , up to a 30-day supply) <ul style="list-style-type: none"> • Generic • Preferred Brand Name • Non-Preferred Brand Name 	<ul style="list-style-type: none"> • \$45 per prescription* • \$30-25 per prescription* • \$50-55 per prescription*
<u>Insulin and Diabetic Medications (Maintenance - after 2nd fill¹, up to a 30-day supply)</u> <ul style="list-style-type: none"> • <u>Generic</u> • <u>Preferred Brand Name</u> • <u>Non-Preferred Brand Name</u> 	<ul style="list-style-type: none"> • <u>\$10 per prescription*</u> • <u>\$35 per prescription*</u> • <u>\$70 per prescription*</u>

*No Deductible
TRS-ActiveCare EOC2010

FirstCare - The HMO of Choice

TRS-ACTIVECARE PROGRAM SCHEDULE OF COPAYMENTS

Covered Services	Copayment Amount
Other Health Care Services (cont.)	
Insulin and Diabetic Medications (<u>Mail order</u> , up to a 90-day supply) <ul style="list-style-type: none"> • Generic • Preferred Brand Name • Non-Preferred Brand Name 	<ul style="list-style-type: none"> • \$45-15 per prescription* • \$99-75 per prescription* • \$150-165 per prescription*
Preferred Glucose Meters	No Copay*
Preferred Diabetic Testing Supplies (up to a 30-day supply)	10% per item*
Non-Preferred Diabetic Supplies (up to a 30-day supply)	20% per item*
Diabetic Self-Management Education	\$20 per visit to the PCP* \$40 per visit to the Specialist*
Hearing Aids	Coverage limited to a maximum of \$500 per ear once every 36 months
Dialysis Services	Included in the office visit, outpatient surgery or inpatient Hospital Copay
Organ Transplant Services	Included in the office visit, outpatient surgery or inpatient hospital Copay
Chemotherapy and Radiation Therapy Services, including Infusion Supplies & Administration (See Injectable Medications below for additional copayments)	Included in the office visit, outpatient surgery or inpatient hospital Copay.
Any Injectable Medication greater than \$500 per service (See Prescription Drugs for Self Injectable Drugs coverage)	\$100 per injectable, subject to the Injectable Drug Out-of-Pocket Maximum of \$2,500. See Section 10, Definitions.
Hospice Services	No Copay
Pain Management Services	Included in the office visit, outpatient surgery or inpatient hospital Copay.
Emergency Services	
Emergency Room	\$100 per hospital emergency room visit. Emergency room Copay is waived if admitted to hospital.
Minor Emergency or Urgent Care Center	\$40 per visit

FirstCare - The HMO of Choice

TRS-ACTIVECARE PROGRAM SCHEDULE OF COPAYMENTS

Covered Services	Copayment Amount
Emergency Services (cont.)	
Ambulance	\$100 per ambulance trip
Prescription Drugs¹	
<u>Prescription Deductible</u>	<u>\$50</u>
Plan Year Maximum Benefit	\$10,000
<i>Retail Pharmacy (Non-Maintenance, up to a 30-day supply)</i>	
<ul style="list-style-type: none"> • Generic <u>(Tier I)</u> • Preferred Brand Name <u>(Tier II)</u> • Non-Preferred <u>(Tier III)</u> • Self-Injectable and High Technology Medications¹, Preferred² <u>(Tier IV)</u> • <u>Self-Injectable, Non-Preferred² (Tier V)</u> 	<ul style="list-style-type: none"> • \$15-5 per prescription* • \$30-25 per prescription* • \$50-55 per prescription* • 20-15% per prescription* • <u>35% per prescription</u>
<i>Retail Pharmacy (Maintenance - after 2nd fill, up to a 30-day supply)</i>	
<ul style="list-style-type: none"> • <u>Generic (Tier I)</u> • <u>Preferred Brand Name (Tier II)</u> • <u>Non-Preferred (Tier III)</u> • <u>Self-Injectable, Preferred² (Tier IV)</u> • <u>Self-Injectable, Non-Preferred² (Tier V)</u> 	<ul style="list-style-type: none"> • <u>\$10 per prescription</u> • <u>\$35 per prescription</u> • <u>\$70 per prescription</u> • <u>15% per prescription</u> • <u>35% per prescription</u>
<i>Mail Service Pharmacy (up to a 90-day supply)</i>	
<ul style="list-style-type: none"> • Generic <u>(Tier I)</u> • Preferred Brand Name <u>(Tier II)</u> • Non-Preferred <u>(Tier III)</u> • Self-Injectable and High Technology Medications¹, Preferred² <u>(Tier IV)</u> • <u>Self-Injectable, Non-Preferred² (Tier V)</u> 	<ul style="list-style-type: none"> • \$45-15 per prescription* • \$90-75 per prescription* • \$150-165 per prescription* • 20-15% per prescription* • <u>35% per prescription</u>
<i>14th Tier medication not subject to the Maximum Benefit.</i>	

¹ Plan provides two (2) 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.

² 4th & 5th Tier medications not subject to the Maximum Benefit.

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 or infertility 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 11, 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.

FirstCare - The HMO of Choice

"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 11, 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 or chemical dependency 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.

FirstCare - The HMO of Choice

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 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. OUT-OF-POCKET MAXIMUM

Out-of-Pocket Maximum means the total amount You must pay each Contract Year before We pay benefits at 100% of the contract rate for Plan Providers and 100% of Usual, Customary and Reasonable (UCR) Amount for approved out-of-plan Providers. Out-of-Pocket Maximum amounts are amounts for which You and each Dependent are responsible for during a Contract Year and are limited to a total of 200% of the total annual premium cost which is required to be paid by You or on Your behalf. Your Copayments count toward the Out-of-Pocket Maximum amount. The Out-of-Pocket Maximum *does not* include charges for non-covered services, prescription drug Copayments, and any amounts owed over Usual, Customary and Reasonable (UCR) Amount. You are responsible for informing Us when You have reached your Out-Of-Pocket Maximum.

J. OUT-OF-POCKET MAXIMUM FOR SPECIFIC SERVICES

The total amount You or Your Dependents are responsible to pay for Injectable Drugs, Radiation Therapy, Immunosuppressive Medications, Chemotherapy and Associated Agents, Medically Infused Medications and High Technology Drugs per Contract 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 Contract Year.

K. 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.

FirstCare - The HMO of Choice

SECTION 2 – ELIGIBILITY AND ENROLLMENT

A. Employee Coverage

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

- Live or work in the FirstCare Service Area;
- Be a bona fide employee of an employer Group who is entitled to participate in the health care benefit program as agreed by Your employer Group and Us; and
- Satisfy any probationary or waiting period requirements established by Your Group.

B. Dependent Coverage

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

- Be an eligible Dependent of an employee or retiree who is enrolled in FirstCare;
- Live or work in the FirstCare Service Area;
- Meet all Dependent eligibility criteria determined by Your Group; 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.

FirstCare - The HMO of Choice

C. Effects of Medicare Eligibility

Medicare eligibility *does not* change eligibility under this Evidence of Coverage. Medicare eligibility *does* affect the way benefits are coordinated. Refer to *Section 8, Coordination of Benefits* for information on primary and secondary coverage.

D. Enrollment

No person meeting Subscriber or Dependent eligibility requirements will be refused enrollment or re-enrollment because of current health status, age, or requirements for health care services because of a pre-existing physical or mental condition on the effective date of coverage, including pregnancy. No Member's coverage shall be terminated due to a Member's health status or health care needs.

1. Initial Enrollment

Each eligible employee of the Group shall be permitted to apply for coverage for himself or herself and eligible Dependents during the initial Group Open Enrollment Period. All persons included for coverage must be listed on the enrollment form. No proof of insurability shall be required.

2. Group Open Enrollment

A Group Enrollment Period is a time when You and/or Your Dependents (if eligible) may enroll as Members of FirstCare. The Group Open Enrollment will be held at least once a year. No proof of insurability shall be required.

3. Newly Eligible Employee

Each new employee of the Group who becomes eligible for coverage at other than the initial enrollment or Group Open Enrollment Period shall be permitted to enroll himself or herself and eligible Dependents within 31 days of becoming eligible.

4. Newly Eligible Dependents

If You wish to enroll a newly eligible Dependent due to marriage, birth, adoption, Your becoming party in an adoption lawsuit, a court order, or Your grandchild becoming Your Dependent for federal income tax purposes, We must receive a signed change request form within 31 days of becoming eligible. No proof of Insurability is required. If a newly eligible Dependent is not added within the 31 days of the date establishing eligibility, that Dependent cannot be added to coverage until the next Group Open Enrollment period.

5. Limitation

Persons initially or newly eligible for enrollment who do not enroll within 31 days of eligibility may only be enrolled during a subsequent Group Open Enrollment Period.

6. Notice of Ineligibility

It is your responsibility to notify FirstCare and Your employer of any changes that will affect You or Your Dependent's eligibility for services or benefits under this benefit Plan within 31 days of the event.

E. Effective Date of Coverage

FirstCare must receive Your completed enrollment form or change request form and payment of any necessary premiums before coverage under this benefit Plan becomes effective. Coverage of medically necessary health services becomes effective on the earliest of the following dates:

FirstCare - The HMO of Choice

1. Initial Enrollment and Open Enrollment

Coverage shall be effective on the date agreed upon by the Group and FirstCare, usually the first day of the month following the enrollment period.

2. Newly Eligible Employees

Coverage will be effective on the first day of the month following the enrollment, provided appropriate enrollment forms and applicable premium payments are received by FirstCare within 31 days of initial eligibility.

3. Newly Eligible Dependents

Coverage will be effective on the date of the event establishing eligibility, (for example, marriage, adoption, guardianship, or birth). Appropriate enrollment forms and applicable premium payments must be received by FirstCare within 31 days of the event. Newly eligible Dependents, including newborn children, not added to coverage within 31 days of the event may not be added until the next Group Open Enrollment Period.

A child for whom You or Your spouse is seeking adoption may be enrolled within either of the following time periods:

- Thirty-one (31) days after You or Your spouse becomes a party in a suit for adoption; or
- Thirty-one (31) days from the date the adoption is final.

F. Late Enrollee

A late enrollee is an eligible employee or Dependent who applies for coverage after the expiration of the initial enrollment period established through Your employer or after the expiration of the annual open enrollment. An eligible employee or Dependent requesting enrollment as a late enrollee shall be excluded until the next annual Group Open Enrollment Period.

Who is Not a Late Enrollee

You or Your Dependent is not a late enrollee if:

You or Your Dependent:

- a. Were covered under another health benefit plan or self-funded employer health benefit plan during the time You or Your Dependent were eligible to enroll;
- b. Declined coverage in writing during the time You or Your Dependent were eligible to enroll stating the basis for declining coverage was coverage under another health benefit plan or self-funded employer health benefit plan;
- c. Has lost coverage under the other health benefit plan or self-funded employer health benefit plan due to termination of the Plan; reduction in the number of hours of employment; termination of employment; termination of contributions toward the premium made by the employer; death of a spouse; or divorce; and
- d. Requests enrollment within 31 days after the date coverage ends under the other health benefit plan;
- Is employed by an employer who offers multiple health benefit plans and You elect a different health benefit plan during a Group Open Enrollment Period;
- Is under a court order to provide coverage for an employee's child and the request for enrollment is made within 31 days from the date Your employer receives notification of the court order;
- Is under a court order to provide coverage for an employee's spouse and request for enrollment is made within 31 days after issuance of the court order;

FirstCare - The HMO of Choice

- Is a child of a covered employee who has lost coverage under Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq), other than coverage consisting solely of benefits under Section 1928 of that Act (U.S.C. Section 1396s), or under Chapter 62, Health & Safety Code, and the request for enrollment is made no later than the 31st day after the date on which the child loses coverage;
- As an eligible employee has a change in family composition due to marriage, birth of a child, adoption of a child or becoming a party in a suit for the adoption of a child and requests enrollment within 31 days of marriage, birth, adoption, or the date the Member becomes a party in a suit for the adoption of a child; and
- As an individual becomes a Dependent due to marriage, birth of a child, adoption of a child, or an eligible employee becoming a party in a suit for the adoption of a child and requests enrollment within 31 days of marriage, birth, adoption, or becoming a party in a suit for the adoption of a child.

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. Injectable Drugs, Radiation Therapy, Immunosuppressive Medications, Chemotherapy and Associated Agents, Medically Infused Medications and High Technology Drugs

We cover injectable drugs, radiation therapy, immunosuppressive medications, chemotherapy and associated agents, medically infused medications and high technology drugs administered in Your Physician's office or in an outpatient facility. Refer to the Schedule of Copayments 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. Acquired Brain Injury

We provide coverage for certain benefits related to acquired brain injury. Coverage includes the following services:

- Cognitive rehabilitation therapy;
- Cognitive communication therapy;
- Neurocognitive therapy and rehabilitation;
- Neurobehavioral, neurophysiological, neuropsychological, and psychophysiological testing and treatment;
- Neurofeedback therapy;
- Remediation required for and related to treatment of an acquired brain injury
- Post-acute transition services; or
- Community reintegration services, including outpatient day treatment services, or other post-acute care treatment services necessary as a result of and related to an acquired brain injury. Pre-Authorization is required for these services (see Section 6, Utilization Review Program).

Coverage is also provided for reasonable expenses related to periodic reevaluation of the care of an enrollee who:

- Has incurred an acquired brain injury;
- Has been unresponsive to treatment; and
- Becomes responsive to treatment at a later date.

FirstCare - The HMO of Choice

A determination of whether expenses are reasonable may include consideration of:

- Cost
- Time that has expired since the previous evaluation
- Differences in the expertise of the provider performing the evaluation;
- Changes in technology; and
- Advances in medicine.

11. 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.

12. 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.

13. 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.

14. 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*.

15. Serious Mental Illness Services

Treatment of serious mental illness is covered if the mental illness or disorder being treated is one of the following psychiatric illnesses as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual (DSM):

- Schizophrenia;
- Paranoid and other psychotic disorders;
- Bipolar disorders (hypomanic, manic, depressive, and mixed);
- Major depressive disorders (single episode or recurrent);
- Schizo-affective disorders (bipolar or depressive);
- Obsessive-compulsive disorders; and
- Depression in childhood and adolescence.

The contracted behavioral health provider must pre-approve all serious mental illness services.

Coverage is provided for serious mental illness, including group and individual outpatient treatment. Outpatient visits for the purpose of medication management of serious mental illnesses are treated the same as any physical illness and are not included in the maximum allowed visits.

16. Autism Spectrum Disorder

We provide coverage to enrollees older than 2 (two) years of age and younger than 6 (six) years of age who are diagnosed with autism spectrum disorder.

All generally recognized services prescribed in relation to Autism Spectrum Disorder by the enrollee's provider in the treatment prescribed by the provider will be covered as stated in the Schedule of Benefits by a provider:

- Who is licensed, certified, or registered by an appropriate agency of the State of Texas;
- Whose professional credential is recognized and accepted by an appropriate agency of the United States; or
- Who is certified as a provider under the Tricare military system.

Generally recognized services may include services such as:

Evaluation and assessment services;
Applied behavior analysis;
Behavior training and behavior management;
Speech therapy;
Occupational therapy;
Physical therapy; or
Medications or nutritional supplements used to address symptoms of autism spectrum disorder

17. Chemical Dependency Treatment

Medically necessary outpatient treatment for chemical dependency (abuse of, psychological or physical dependence on, or addiction to alcohol or a controlled substance) is covered. Coverage is limited to a lifetime maximum of three separate chemical dependency treatment series for each Member. A series of treatments is a planned, structured, and organized program to promote chemical free status. The series may include different facilities or modalities and is complete when the Member:

FirstCare - The HMO of Choice

- Is discharged on medical advice from inpatient detoxification, inpatient rehabilitation/treatment, partial Hospitalization, or intensive outpatient;
- Completes a series of these levels of treatment without a lapse in treatment; or
- Fails to materially comply with the treatment program for 30 days.

The contracted behavioral health provider must pre-approve all chemical dependency services.

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

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 Contract 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 Contract 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 and Infertility 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 Your Group has purchased the Prescription Drug Rider. Refer to Your Prescription Drug Rider for details.

2. Infertility Services

We cover these infertility services, if We have pre-approved them:

- Diagnostic testing to determine the cause of infertility; and
- Medical services for artificial insemination.

However, We do not cover infertility drugs; reversal of voluntary sterilization; gamete intra-fallopian transfer (GIFT); zygote intra-fallopian transfer (ZIFT); In Vitro fertilization (unless otherwise covered by a rider) and associated genetic testing; 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 other treatment related to infertility that is not specified above.

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;
- Operating room and related facilities;

FirstCare - The HMO of Choice

- 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*.

6. Short-Term Mental Health Services

Short-term evaluation and crisis intervention is covered for Members and Dependents who are demonstrating an acute psychiatric crisis of severe proportions, which substantially impairs thoughts, perception of reality, judgment or grossly impairs behavior.

Limited inpatient coverage is provided for acute psychiatric conditions when referred or arranged by Your PCP through the behavioral health provider. Treatment may be provided in any combination of treatment days as follows:

- One day in an approved inpatient psychiatric Hospital equals one inpatient treatment day;

FirstCare - The HMO of Choice

- One day in an approved Psychiatric Day Treatment Facility equals one-half inpatient treatment day; or
- One day in an approved Crisis Stabilization Unit or Adolescent Residential Treatment Center for Children and Adolescents equals one-half inpatient treatment day.

The contracted behavioral health provider must pre-approve all services. Call FirstCare Customer Service Department at (800) 884-4901 for additional information.

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

7. Serious Mental Illness Services

Treatment for serious mental illness is covered if the mental illness or disorder being treated is one of the following psychiatric illnesses as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual (DSM):

- Schizophrenia;
- Paranoid and other psychotic disorders;
- Bipolar disorders (hypomanic, manic, depressive, and mixed);
- Major depressive disorders (single episode or recurrent);
- Schizo-affective disorders (bipolar or depressive);
- Obsessive-compulsive disorders; and
- Depression in childhood and adolescence.

Limited inpatient coverage is provided for acute psychiatric conditions when referred or arranged by Your PCP through the behavioral health provider. Treatment may be provided in any combination of treatment days as follows:

- One day in an approved inpatient psychiatric Hospital equals one inpatient treatment day;
- One day in an approved Psychiatric Day Treatment Facility equals one-half inpatient treatment day; or
- One day in an approved Crisis Stabilization Unit or Adolescent Residential Treatment Center for Children and Adolescents equals one-half inpatient treatment day.

The contracted behavioral health provider must pre-approve all services. Call FirstCare Customer Service Department at (800) 884-4901 for additional information.

8. Chemical Dependency Treatment

Inpatient treatment for chemical dependency (abuse of, psychological or physical dependence on, or addiction to alcohol or a controlled substance) is covered if the behavioral health provider pre-approves treatment.

Treatment for chemical dependency is limited to a lifetime maximum of three separate series of treatments for each Member. A series of treatments is a planned, structured, and organized program to promote chemical free status. Treatment is considered complete when the Member is discharged on medical advice from inpatient detoxification, inpatient rehabilitation/treatment, partial hospitalization or intensive outpatient, or a series of these levels of treatments without a lapse in treatment. Treatment may also be considered complete or terminated when a Member does not comply with the treatment program for a period of 30 days.

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. 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*.

3. Reconstructive Surgery Services

We cover health care services for the following:

- Surgery to correct a functional defect which results from a congenital and/or acquired disease or anomaly;
- Surgery to correct a seriously disfiguring condition resulting from accidental injury;
- Surgery incidental to the treatment of disease, including breast reconstruction necessitated by a mastectomy. Reconstruction of the unaffected breast will be covered when necessary to achieve symmetry. Protheses and treatment of physical complications, including lymphedemas, at all stages of mastectomy are covered. Initial breast reconstruction resulting from a mastectomy that occurred prior to the effective date of coverage is a covered benefit; and
- 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.

4. Spinal Manipulation

Spinal manipulation is a covered service. 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.

5. 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.

6. 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. All such devices must be pre-approved by Us.

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.

7. 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.

8. Durable Medical Equipment and Supplies

The following durable medical equipment and supplies are covered as a basic Plan benefit:

Durable Medical Equipment

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

FirstCare - The HMO of Choice

- 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.

Medical Supplies

- 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 11, 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*.
- Allergy syringes.

9. 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.

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.

FirstCare - The HMO of Choice

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.

10. Hearing Aids & Cochlear Implants

Hearing aids will be provided when determined to be medically necessary by a Plan Physician and pre-approved by Us. Hearing aids must be obtained from a Plan Provider.

We do not cover hearing aid batteries, temporary or disposable hearing aids, nor costs for repair or replacement of hearing aids due to normal wear, loss, or damage.

Cochlear Implants will be covered when determined to be medically necessary by a Plan Physician and pre-approved by Us.

11. 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:
 - 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*.

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

12. 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*.

13. 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.

14. Organ Transplants

We cover the following transplants:

- Corneal transplants;
- Liver transplants;
- Pancreatic transplants;
- Heart transplants;
- Lung transplants;
- Heart-Lung transplants;
- Kidney transplants; and
- Bone marrow transplants.

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

FirstCare - The HMO of Choice

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, unless Your Plan includes the Organ Transplant Rider. We do not cover mechanical organ replacement devices, such as artificial hearts.

15. Chemotherapy

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

16. Radiation Therapy

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

17. Blood and Blood Products

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

18. 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.

19. Prescription Drug Benefit

~~Coverage for Prescription Drugs included in the approved FirstCare Preferred Drug List is provided when prescribed by Your PCP or authorized referral Physician. The FirstCare Preferred Drug List is a comprehensive list of medications consisting of generic drugs and single source~~

FirstCare - The HMO of Choice

~~(sometimes referred to as brand name) drugs. Single source drugs are those drugs that do not have a generic equivalent.~~

~~Covered Benefits:~~

- ~~•Medically Necessary Prescription Drugs including Generic drugs and drugs listed in the FirstCare PDL. 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, even if Your Physician prescribes a name brand drug.~~
- ~~•Medically Necessary Prescription Drugs that are not contained in the FirstCare PDL. These drugs are covered at a higher Copayment.~~
- ~~•Compound medications must contain at least one Legend Drug.~~
- ~~•Pre-natal vitamins.~~
- ~~•Formulas necessary for the treatment of phenylketonuria (PKU) or other Heritable Disease.~~
- ~~•Contraceptive prescription drugs.~~
- ~~•Injectable medications recognized by the FDA as appropriate for self-administration (referred to as "Self-Injectable" Drugs), regardless of the Member's ability to self-administer.~~
- ~~•Immune-suppressive drugs used for pre-authorized organ transplants.~~

~~Prescription Drug Limitations & Exclusions:~~

- ~~•Certain medications are subject to dispensing limitations based upon generally accepted medical practice whether or not these medications are contained in the FirstCare PDL.~~
- ~~•Certain medications are subject to prior authorization whether or not these medications are contained in the FirstCare PDL.~~
- ~~•Prescriptions covered under this Plan are limited to a 30-day supply. Medications for chronic conditions may be filled up to a 90-day supply, but only when filled through a Participating Mail Service Pharmacy.~~
- ~~•Prescriptions must be written by a Plan Provider or authorized referral Physician and filled at a Participating Pharmacy. Prescriptions written by out-of-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-area Hospital following an emergency visit will be covered for the initial prescription. 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, investigational, andy disease or condition that is excluded from coverage under this Plan, 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.~~
- ~~•Drugs that by law do not require a prescription.~~
- ~~•Prescription refills in excess of the number specified by the Physician and any refill dispensed more than one year after the Physician's order.~~
- ~~•Prescriptions written in connection with any treatment or service that is not a covered benefit.~~

FirstCare - The HMO of Choice

- ~~Devices of any kind, even those requiring a prescription, including but not limited to therapeutic devices, health appliances, hypodermic needles or similar items.~~
- ~~Any medications that is not Medically Necessary.~~
- ~~Over-the-counter vitamins and mineral supplements.~~
- ~~Appetite suppressants, anit-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, and idiopathic non-growth hormone deficiency short stature.~~
- ~~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.~~
- ~~Any Prescription Drug for which the actual cost is less than the required Copayment.~~
- ~~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.~~

What is Covered

The following Prescription Drugs are 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, even if Your Physician prescribes a name brand drug.
- 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.

***Note:** This 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.

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.

FirstCare - The HMO of Choice

- 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 [contract or 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 Group Contract. The applicable rate is specified on the rate schedule attached to the Group Employer Agreement and the Group agrees to remit to FirstCare the Rider premium due, including the subscriber contribution, if any, along with and on the same date as its regular premium.
- In the event any Member's coverage under the Group Contract terminates, this Rider will terminate automatically without further action or notice unless otherwise prohibited by applicable law.

FirstCare - The HMO of Choice

- Until further notice, all terms, limitations, exclusions and conditions of the Group 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, Annual] 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

FirstCare - The HMO of Choice

- 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 Employee 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.

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

FirstCare - The HMO of Choice

- 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 9, 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. **Additional expenses** incurred as a result of the Member's failure to follow a Plan Provider's medical orders.
2. 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.
3. **Amniocentesis**, except when Medically Necessary.
4. **Assistant Surgeons**, unless determined to be Medically Necessary.
5. **Biofeedback** services, except for the treatment of acquired brain injury and for rehabilitation of acquired brain injury.
6. **Circumcision** in any male other than a newborn, unless Medically Necessary.
7. 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.
8. 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.
9. 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:
 - 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;

FirstCare - The HMO of Choice

- Peeling or abrasion of the skin;
- Any procedure that does not repair a functional disorder; and
- Rhinoplasty and associated surgery.

10. 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.

11. Dental treatments, diagnostics, services, appliances, and supplies. For instance, We do not cover:

- 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, 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;
- Shortening or lengthening of the mandible or maxillae for Members over age 18;
- Treatment of dental abscess or granuloma;
- Treatment of gingival tissues (other than for tumors); and
- Orthodontics, splints, positioners, extracting teeth, or repairing damaged teeth.

The only dental-related coverage We provide under Your Plan is described in Section 3, What Is Covered.

12. 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 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.

13. 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;

FirstCare - The HMO of Choice

- 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.
14. **Educational testing** and therapy, motor or language skills, or services that are educational in nature or are for vocational testing or training.
15. **Electron Beam Tomography (EBT).**
16. Treatments, services or supplies for **non-Emergency Care** at an emergency room.
17. Weekend admission charges for **non-Emergency Care** services.
18. **Non-Emergency** confinement, treatment, services, or supplies received outside the United States.
19. **Equine or Hippo therapy.**
20. **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 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.

FirstCare - The HMO of Choice

"*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.

21. 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*.
22. **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.
23. **Growth hormone** treatment, unless otherwise covered by a Prescription Drug Rider.
24. **Hearing Devices:** Hearing aid batteries, temporary or disposable hearing aids, and repair or replacement of hearing aids due to normal wear, loss, or damage.
25. All charges for a **Hospital** admission for procedures to diagnose or evaluate, unless determined to be Medically Necessary.
26. All charges for inpatient **Hospital** days that exceed the medically recommended length of stay for the diagnosis.
27. **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 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)
28. 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.
29. Appearance at court hearings and other **legal proceedings**.
30. **Massage therapy**, unless associated with a physical therapy modality provided by a licensed physical therapist.
31. **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.
32. 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.
33. **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.

FirstCare - The HMO of Choice

34. **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.
35. **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. Marriage counseling, court ordered evaluation, diagnosis, and treatment for mental conditions are excluded unless this Evidence of Coverage would otherwise cover such services.
36. Charges for **missed appointments** and charges for completion of a Claim form.
37. 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.
38. If a service is **not covered** under the Plan, We will not cover any services that are related to it. Related services are:
- 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.
39. **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.
40. **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.
41. **Orthotic** devices, except for the treatment of diabetes and those described in Section 3, What is Covered.
42. **Orthotripsy** and related procedures.
43. **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.
44. Intradiscal Electrothermal Annuloplasty (IDET) procedures for **pain management**.

FirstCare - The HMO of Choice

45. **Physical Exams**, Treatments and evaluations required by employers, insurers, schools, camps, courts, licensing authorities, flight clearance and other third parties.
46. 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.
47. **Reduction mammoplasty**, except for surgical reconstruction related to treatment of breast cancer.
48. Long-term **rehabilitative services**. Long term is defined as more than two months.
49. **Reports**: Special medical reports not directly related to treatment.
50. **Services** not completed in accordance with the attending Physician's orders.
51. **Services** required as a result of Experimental/Investigational drug testing done voluntarily by the Member without Our authorization.
52. **Services** provided and independently billed by interns, residents or other employees of Hospitals, laboratories or other medical Facilities.
53. **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.
54. Volunteer **services**, which would normally be provided at no charge to the Member.
55. **Services** associated with autopsy or post-mortem examination unless requested by Us.
56. 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.
57. 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.
58. 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.
59. 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.
60. Anti-**smoking** treatments and programs including but not limited to tobacco abuse and smoking cessation programs and nicotine patches.
61. 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.)
62. **Sports** cords and TENS units.

FirstCare - The HMO of Choice

63. 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*.
64. 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.
65. Medical treatment and oral appliances and devices for **temporomandibular joint (TMJ)** syndrome.
66. 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.
67. **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.
68. **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).
69. **Treatment** a school system is required to provide under any law.
70. Charges that exceed **Usual, Customary and Reasonable** amounts.
71. **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.
72. 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.
73. 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.

FirstCare - The HMO of Choice

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.

- Inpatient or outpatient Hospital or Facility admissions;
- Observations Admissions
- Inpatient or outpatient surgery;
- Positron Emission Tomography (PET) Scan;
- Durable Medical Equipment (DME), corrective appliances and prosthetic devices;
- Home health care;
- Pain management treatment;
- Chemical dependency treatment; and

FirstCare - The HMO of Choice

- Mental health services.
- Skilled Nursing Facility Admissions
- Non-emergency Ambulance transport
- Spinal Manipulation
- Prosthetics, Orthotics
- Limited Dental Services
- Hearing Aids
- TMJ Services
- Organ Transplants
- Hospice Services
- Amniocentesis
- Genetic Testing
- Assistance Surgeon Requests
- Outpatient Physical Therapy, Occupational Therapy, Speech Therapy
- Services Related to Acquired Brain Injury
- Wound Care Performed Outside of PCP or Specialist Office
- Cosmetic/Reconstructive Surgery
- Procedures Related to the Treatment of Obesity
- Nutritional Counseling

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.

FirstCare - The HMO of Choice

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.

SECTION 7 – TERMINATION OF COVERAGE

A. 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 10 Miscellaneous Provisions*;
- Fraud in the use of services or facilities, coverage may be canceled after not less than 15 days written notice;
- 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.

2. For a Group, in the case of:

- Nonpayment of premium, subject to the Grace Period provision described in *Section 11, Definitions*. In this case, Your coverage will terminate at the end of the last period for which a premium payment has been made to FirstCare. If the payment is not received within the Grace Period, coverage may be canceled and the terminated Members may be held liable for the cost of services received during the Grace Period;
- Fraud on the part of the Group, coverage may be terminated after 15 days written notice;
- Violation of participation requirements. Coverage may be canceled if a Group fails to meet the participation requirement for a period of at least six consecutive months. FirstCare may terminate coverage upon the first renewal date following the end of the six month consecutive period;
- No enrollees from Your Group live or work in the Service Area; and
- Membership of an employer in an association ceases. If coverage is terminated uniformly without regard to the health status of a covered Member, coverage may be canceled after 30 days written notice. This provision applies only if coverage is terminated uniformly without regard to the health status of a covered Member.

FirstCare - The HMO of Choice

Cancellation by a Group or individual Subscriber in the case of a material change by the health care Plan to any provisions required to be disclosed to Subscribers or enrollees pursuant to Chapter 11, Texas Administrative Code, or other law, the contract may be canceled after not less than 30 days written notice to the health care Plan.

B. Termination of Benefits

Upon the effective date of a termination of coverage, the Member or Group 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. Members whose Group has not been terminated may be eligible for continuation of coverage benefits as described below.

C. Continuation of Coverage

Upon termination of coverage, You may be eligible for continuation coverage, if either of the following provisions applies.

1. COBRA

Under the provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA, Public Law 99-272), You may have the right to continue coverage under the health Plan beyond the date it would otherwise terminate.

2. State Continuation of Coverage

Upon completion of coverage under COBRA or if Your Group is not required to offer COBRA, You have the option to elect State Continuation of Coverage. If You no longer meet eligibility requirements, have been continuously covered under the Group contract for at least three consecutive months prior to the contract ending, and have not been terminated for cause, then You may elect State Continuation of Coverage. You must submit a completed application to Us within 31 days following the later of:

- The effective date of termination of Group coverage;
- The effective date of termination of COBRA coverage; or
- The date You are given notice of the right of continuation by the employer.

You must submit the premium payments applicable for such continuation membership within the 31-day period. If You fail to meet any of these conditions for continuation, then You shall not be eligible to elect continuation anytime after the 31-day period.

The effective date of such continuation coverage shall be the date of termination of Group coverage. Continuation is permitted for a maximum of six months. The premium rate will be 102% of the Group premium charged to the employer. The premium must be paid in advance to the employer on a monthly basis.

Continuation of the coverage may not terminate until the earliest of:

- Six months after the date continuation of coverage is effective;
- The date You fail to make timely premium payments;
- The date on which You are covered for similar benefits under another group or individual health plan;
- The date on which the Group coverage terminates in its entirety; or
- Similar benefits are provided or available to You, pursuant to or in accordance with the requirements of any state or federal law.

FirstCare - The HMO of Choice

Thirty days prior to the end of the six months of continuation contract, We will notify You that You may be eligible for coverage under the Health Insurance Risk Pool, as provided under Texas Insurance Code.

This continuation of coverage will be to the extent necessary to comply with provisions of the applicable statute. Contact Your employer for verification of eligibility and procedures to follow.

D. Continuation of Coverage for Certain Dependents

If coverage under this Evidence of Coverage ends as the result of a Subscriber's death, retirement, or divorce, a Dependent's coverage can continue. The Dependent must have been covered under the Plan for at least one year, unless the Dependent is an infant less than one year of age. You must apply for this continuation coverage within 60 days of the event establishing eligibility for continuation.

Continuation is not available when coverage terminates due to any of these circumstances:

- The Evidence of Coverage is canceled; or
- The Dependent fails to make timely premium payments.

Continuation ends at the earliest of:

- Three years after the date that the coverage would have ended;
- The Dependent fails to make timely premium payments;
- The Dependent becomes eligible for coverage under any other group plan providing similar benefits; or
- The coverage is canceled.

The premium rate will be the Group premium charged to the employer and may include a five-dollar administrative fee. The premium must be paid in advance to Your employer on a monthly basis.

E. Conversion

If You cease to meet applicable eligibility requirements, and have not been terminated for cause as provided in this section, You may convert to individual enrollment; provided however, You shall not be entitled to convert, if Your termination results from Your Group's termination from FirstCare. In order to be eligible to convert, You must continue to reside in the Service Area, must submit a completed application for conversion to Us within 31 days after the effective date of termination of Your Group coverage, and must submit the premium payments applicable for individual membership within the 31-day period, above. If You fail to meet any of these conditions for conversion, then You shall not be eligible to convert to individual membership anytime after the 31-day period. The effective date of such conversion coverage shall be the effective date of termination of Your Group coverage.

Covered Health Services under the individual conversion contract are limited benefits. Current coverage that is available as part of this benefit Plan is not available through the individual conversion contract.

F. 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 Your Group within 30 days after We have actual knowledge of Your termination. Upon the making of such refund to the Group, 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 and the applicable Group.

SECTION 8 – COORDINATION OF BENEFITS, ON-THE-JOB INJURY AND SUBROGATION

If any benefits to which a Member is entitled under this Evidence of Coverage are also covered under any other health care plan, the benefits payable under another health care plan include the benefits that would have been payable had claim been duly made therefore. This provision does not apply to individual coverage.

A. Coordination of Benefits

If a Member is eligible to receive benefits under another health care plan that duplicates benefits provided under this Evidence of Coverage, FirstCare will coordinate Our benefits with the other health care plan(s) according to the Coordination of Benefits rules outlined below. FirstCare may seek reimbursement from any health care plan(s) for the cost of services provided. However, We will not seek reimbursement that exceeds this Plan's financial responsibility. It is the Member's responsibility to ensure that all procedures are properly authorized in advance by FirstCare and to provide FirstCare with information that will assist Us in determining Coordination of Benefit obligations.

The rules establishing the order of benefit determination between FirstCare and any other health care plan covering the Member on whose behalf a claim is made are as follows:

- Whenever a health care plan does not contain a Coordination of Benefits provision, that health care plan must be primary. The primary health care plan pays benefits before the secondary health care plan pays. When FirstCare is determined to be the secondary plan based on the Coordination of Benefits rules described in this section, then FirstCare will be liable only for the amount due under the secondary plan rules, regardless of whether or not payment is actually made by the primary plan.
- Whenever a health care plan contains a Coordination of Benefits provision, benefits will be determined according to the Rules of Coordination below.
- When a FirstCare Member has other coverage that is primary, FirstCare will provide secondary coverage only when those services are pre-authorized through Our Medical Services Department. It is the Member's responsibility to contact the Customer Service Department to assure prior authorization has been obtained for any referral to a Physician, a health care professional, or a facility.

B. Rules of Coordination

Rules establishing the order of benefit determination as to a Member's claim for the purposes of this section are as follows:

1. Non-Dependent/Dependent

The benefits of the health care plan which covers the Member as a Subscriber are determined before those of the health care plan which covers the Member as a Dependent except, if the Member is also a Medicare beneficiary and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:

- Secondary to the health care plan covering the Member as a Dependent; and
- Primary to the health care plan covering the Member as other than a Dependent (for example, a retired employee), then the benefits of the health care plan covering the Member as a Dependent are determined before those of the health care plan covering that Member as other than a Dependent.

2. Dependent Child/Parents Not Separated or Divorced

Except as stated below, when this health care Plan and another health care plan cover the same child as a Dependent of different persons, called parents:

FirstCare - The HMO of Choice

- The benefits of the health care plan of the parent whose birthday falls earlier in a year are determined before those of the health care plan of the parent whose birthday falls later in that year; but
- If both parents have the same birthday, the benefits of the health care plan that covered one parent longer are determined before those of the health care plan that covered the other parent for a shorter period of time.

However, if the other health care plan does not have the rule described immediately above, but instead has a rule based on gender of the parent, and if as a result the health care plans do not agree on the order of benefits, the rule in the other health care plan will determine the order of benefits.

3. Dependent Child/Parents Separated or Divorced

If two or more health care plans cover a Member as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:

- First, the health care plan of the parent with custody of the child;
- Then, the health care plan of the spouse of the parent with custody; and
- Finally, the health care plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child and the entity obligated to pay or provide the benefits of the health care plan of that parent has actual knowledge of those terms, the benefits of that health care plan are determined first. The health care plan of the other parent shall be the secondary health care plan. This paragraph does not apply with respect to any claim paid or provided before the entity has that actual knowledge.

4. Joint Custody

If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the health care plans covering the child shall follow the order of benefit determination rules outlined above in the Dependent Child/Parents Not Separated or Divorced provision.

5. Active/Inactive Employee

The benefits of a health care plan which covers a Member as an employee who is neither laid off nor retired, are determined before those of a health care plan which covers that Member as a laid off or retired employee or as that employee's Dependent. If the other health care plan does not have this rule, and if as a result, the health care plans do not agree on the order of benefits, this rule is ignored.

6. Continuation Coverage

If a Member whose coverage is provided under a right of continuation pursuant to federal or state law and is also covered under another health care plan, the following shall be the order of benefit determination:

- The benefits of a health care plan covering the Member as a Subscriber (or as that Subscriber's Dependent); and
- The benefits under the continuation coverage.

If the other health care plan does not have the rule described above, and if as a result, the health care plans do not agree on the order of benefits, this rule is ignored.

7. Longer/Shorter Length of Coverage

If none of the above rules determine the order of benefits, the benefits of the health care plan that covered a Subscriber or Member longer are determined before those of the health care plan that covered that Member for the shorter term.

8. Rules of Coordination for Medicare

Medicare Part A – (Hospital Insurance)

- If you have been diagnosed with end stage-renal disease, benefits will be determined in accordance with Medicare guidelines for members with end-stage renal disease.
- When Medicare benefits are primary, claims must be filed with Medicare first. You are responsible for sending the Medicare explanation of benefits form to us for determination of FirstCare benefits.
- In general, if you are an active, working employee, FirstCare is the primary payer for you and your dependents; however, if your Employer has less than 20 employees, Medicare will be the primary payer for you and your dependents.
- If you are a retiree enrolled in Medicare Part A, Medicare is the primary payer, FirstCare will pay the Medicare Part A deductible, and you will be responsible for any copayments.
- If you are a retiree not enrolled in Medicare Part A, FirstCare will be the primary payer.

Medicare Part B – (Supplemental Medical Insurance)

- If you were retired and became Medicare-eligible before September 1, 1992 and are enrolled in Medicare Part B, FirstCare will provide benefits secondary to Medicare. If you are not enrolled in Medicare Part B, FirstCare will pay primary benefits.
- If you were retired and became Medicare-eligible on or after September 1, 1992 regardless of your Medicare Part B status, FirstCare will provide benefits secondary to Medicare Part B.
- If you choose not to enroll in Medicare Part B, you may have greater out-of-pocket expenses after FirstCare pays secondary benefits than an individual who is enrolled in Medicare Part B.

9. Employer Providers

Benefits which are provided directly through a specified provider of an employer, shall in all cases be primary before the benefits of this Evidence of Coverage.

10. Military Providers

Services and benefits for military personnel for which a Member is legally entitled and for which facilities are reasonably available, shall in all cases be primary before the benefits of this Evidence of Coverage, if We approve such services in advance. Otherwise, no benefits will be payable.

11. Release of Information

For purposes of this Evidence of Coverage, FirstCare may, subject to applicable confidentiality requirements set forth in this Evidence of Coverage, release to or obtain from any insurance company or other organization necessary information to implement these Coordination of Benefit provisions. Any Member claiming benefits under this Evidence of Coverage must furnish to FirstCare all information deemed necessary by it to implement these Coordination of Benefits provisions.

12. Recovery of Payments

Whenever payments have been made by FirstCare with respect to allowable expenses in a total amount, at any time, in excess of the maximum amount of payment required in accordance with the Coordination of Benefits provisions of this section, then FirstCare shall have the right to recover such payment to the extent of such excess from among one or more of the following as FirstCare shall determine:

- Any person or persons to, or for, or with respect to whom such payments were made; and
- Any insurance company or companies (or any other organization or organizations) to which such payments were made, including, but not limited to Personal Injury Protection (PIP) benefits, No-fault benefits, Medical Payment (Med Pay), Uninsured Motorist, Liability and Umbrella coverage.

Regardless of an election by the Member or the Member's Dependent, FirstCare will be secondary in coverage to any No-Fault or Personal Injury Protection Policy providing coverage for medical services.

13. 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.

14. Subrogation

If We provide services 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 (or Dependent).

SECTION 9 – 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, TX 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;

FirstCare - The HMO of Choice

- The specialization of any Physicians or providers consulted during the investigation; and
- 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:

FirstCare - The HMO of Choice

- The clinical basis for the appeal's denial.
- The specialty of the Physician making the denial.
- 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, TX 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 or Your Group because You, the Group, or any person acting on Your or Your Group's behalf, has filed a Complaint against FirstCare or appealed a decision made by FirstCare.

SECTION 10 – MISCELLANEOUS PROVISIONS

Entire Evidence of Coverage

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

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.

Cancellation

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

- The Employer Group Contract of Your Group remains in full force and effect;
- You and Your Dependents, if any, remain eligible for coverage in accordance with this Evidence of Coverage and the applicable requirements of Your Group; and
- All applicable premiums have been paid in accordance with this Contract.

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.

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.

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.

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:

FirstCare - The HMO of Choice

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

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.

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, TX 78750**

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

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.

Assignment

This Evidence of Coverage is not assignable by You, Your Dependents, if any, or Your Group 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.

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.

Modifications

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

FirstCare - The HMO of Choice

Coverage can be amended, modified, or terminated by the mutual written agreement of FirstCare and the Group without the consent of any Member.

Clerical Error

Clerical error, whether made by the Group 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.

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.

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.

SECTION 11 – DEFINITIONS

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

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.

All Other Diabetic Supplies: Includes supplies used to treat diabetes such as, test strips for blood glucose monitors (except those offered by our contracted vendors.); visual reading and urine test strips; lancets and lancet devices; insulin and insulin analogs; injection aids; syringes; prescriptive oral agents for controlling blood sugar levels; and the Glucagon Emergency Kit.

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.

Complaint: See *Section 9, 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.

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.

Contract Year: A 12 month period beginning with the effective date of coverage for a Group, and each succeeding 12 month period thereafter that the Employer Group Contract is effective.

FirstCare - The HMO of Choice

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 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.

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 through the Subscriber's Group.

Diabetic Equipment: Includes equipment used to treat diabetes, such as blood glucose monitors, including monitors designed for use by blind individuals; insulin pumps and associated appurtenances; insulin infusion devices; shoe inserts and podiatric appliances for the prevention of complications associated with diabetes.

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.

Diabetic Supplies: Includes supplies to treat diabetes such as, test strips for blood glucose monitors; visual reading and urine test strips; lancets and lancet devices; insulin and insulin analogs; injection aids; syringes; prescriptive and non-prescriptive oral agents for controlling blood sugar levels; and glucagon emergency kits.

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.

Employer Group Contract: The agreement between FirstCare and a Group providing for the provision of Covered Health Services in accordance with the terms, provisions, and conditions of the Evidence of Coverage to Members of Your Group. This Evidence of Coverage is a part of the Employer Group Contract, and will be provided to each member of the group. Any direct conflict between the Employer Group Contract and this Evidence of Coverage will be resolved according to the terms which are more favorable to the member.

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.

FirstCare - The HMO of Choice

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.

Group: An employer or other party that has entered into a Employer Group Contract with FirstCare, and through which You and Your Dependents, if any, have enrolled in the health Plan.

Group Open Enrollment Period: A 31-day period established by a Group and FirstCare from time to time, but not less frequently than once in any Contract Year, during which eligible persons in the Group may enroll in FirstCare.

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.

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

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, 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.

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.

FirstCare - The HMO of Choice

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.

Open Enrollment Period: A 31-day period occurring at least once a year, as specified in the Policyholder's Application and decided periodically by Southwest Life & Health Insurance Company and the Policyholder, during which eligible persons may enroll.

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: Amounts for which You and each Dependent are responsible during a Contract Year. This amount will not be more than 200% of the total annual premium cost which is required to be paid by You or on Your behalf. Your Copayments count toward the Out-of-Pocket Maximum amount. The Out-of-Pocket Maximum *does not* include charges for non-covered services, prescription drug Copayments, and any amounts owed over the Usual, Customary and Reasonable (UCR) Amount. You are responsible for contacting Us when you have reached Your Out-Of-Pocket Maximum.

FirstCare - The HMO of Choice

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.

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 each calendar month during a Contract Year.

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.

Preferred Diabetic Test Strips: Includes those strips offered by one of our contracted vendors. A list of these strips can be obtained by contacting customer service.

Preferred Glucose Meters: Includes those meters offered by our contracted vendors. A list of these meters can be obtained by contacting customer service. These meters are obtained directly from the manufacturer and not from the pharmacy.

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.

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.

FirstCare - The HMO of Choice

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.

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

Subscriber: A covered employee of a Group 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 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.