

## ATTACHMENT B OUTPATIENT PRESCRIPTION DRUG RIDER

The benefits in this Rider supplement the benefits set forth in the Certificate, of which this Rider is a part. Nothing contained herein shall be held to vary, alter, waive or extend any of the terms, conditions, provisions or limitations of the Certificate, except as expressly stated below. Capitalized terms have the meaning ascribed to them in the Certificate unless specifically defined in Section I below.

- I. Defined Terms.** For purposes of this Rider, the terms below have the following meanings:
- A. **“Ancillary Charge”** means a charge in addition to the Copayment which the Member is required to pay to a Participating Pharmacy for a covered Brand-Name Prescription Drug when a Generic substitute is available. The Ancillary Charge is calculated as the difference between the contracted reimbursement rate for Participating Pharmacies for the Brand-Name Prescription Drug and the Generic Prescription Drug.
  - B. **"Biological Drugs"** means plasma-derived pharmaceuticals that can be infused to treat chronic bleeding disorders (Factor VIII for hemophilia) or autoimmune diseases (intravenous immunoglobulin or IVIG therapies). These products may be manufactured via recombinant technology or sourced from donated human plasma.
  - C. **"Biotechnical Drugs"** means protein-based therapeutics (or biologics), manufactured through genetic engineering.
  - D. **“Brand-Name”** means a Prescription Drug that is manufactured and marketed under a trademark or name by a specific drug manufacturer.
  - E. **“Generic”** means a Prescription Drug which is chemically equivalent to a Brand-Name drug whose patent has expired.
  - F. **“Non-Preferred”** means a Brand-Name Prescription Drug that does not appear on the list of Brand Name Drugs designated by VIVA HEALTH as Preferred or Custom. Members pay a higher Copayment for Non-Preferred Brand-Name Prescription Drugs than for Preferred Brand-Name Prescription Drugs.
  - G. **“Participating Pharmacy”** means a pharmacy which, at the time of dispensing Prescription Drugs under this rider, is under contract with VIVA HEALTH or its designee to provide Prescription Drugs to Members. A Participating Pharmacy can either be a retail pharmacy or a mail-order pharmacy service.
  - H. **“Preferred” or “Custom”** means a Prescription Drug that appears on the list of Brand-Name Prescription Drugs designated by VIVA HEALTH as Preferred or Custom. This list is subject to periodic review and modification by VIVA HEALTH or its designee. Members may obtain a copy of this list by contacting VIVA HEALTH. Members pay a lower Copayment for Preferred Brand-Name Prescription Drugs than for Non-Preferred

## Brand-Name Prescription Drugs.

- I. **“Prescription Drug”** means a medication, product or device approved by the Food and Drug Administration which, under federal law, is required to have the legend: "Caution, federal law prohibits dispensing without a prescription" and which, according to state law, may only be dispensed by prescription. In the case of a medication compounded by the pharmacist, a medication which has at least one ingredient that requires the federal legend or is state restricted in a therapeutic amount. Injectable insulin is considered a Prescription Drug.
  - J. **“Prescription Order or Refill”** means the directive to dispense a Prescription Drug issued by a duly licensed health care provider whose scope of practice permits issuing such directive.
  - K. **“Prior Approval”** means the process of obtaining authorization from VIVA HEALTH prior to dispensing certain Prescription Drugs. The Participating Physician or Participating Pharmacy obtains Prior Approval from VIVA HEALTH or its designee for any Prescription Drug which appears on the list of Prescription Drugs requiring Prior Approval. The list of Prescription Drugs requiring Prior Approval and approval criteria are subject to periodic review and modification.
  - L. **"Specialty Pharmaceuticals"** means drugs used in the management of chronic or genetic disorders that are often injectable or infused medications. These medications treat more complex and typically less common conditions and may require complex pharmacy management. Specialty Pharmaceuticals may also require coordination of services such as nursing and self-administration education.
- II. Benefits.** Subject to the limitations set forth below and payment of the applicable Copayments and Coinsurance (if applicable), up to a thirty-one day supply (ninety day supply if mail order service option is available and utilized) of Prescription Drugs will be covered when dispensed by a Participating Pharmacy and prescribed by a Participating Physician (or by a non-Participating Physician upon authorization by the Plan for Covered Services). To be covered, a Prescription Drug must be Medically Necessary. Certain Prescription Drugs require Prior Approval from VIVA HEALTH or its designee to be covered. Members are responsible for the payment of Copayments, Coinsurance (if applicable), and any Ancillary Charges before VIVA HEALTH makes payment.
- III. Coinsurance, Copayments and Ancillary Charges.**

For Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals, a Coinsurance may apply. If so, Coinsurance may be limited to an annual out-of-pocket cost per Member per Calendar Year. Please see Attachment A for a description of Coinsurance levels (if applicable) and any out-of-pocket maximum. A list of these drugs can be found on the VIVA Health website at [www.vivahealth.com](http://www.vivahealth.com) or by calling Customer Service. These medications are limited to a 31-day supply per prescription.

For other outpatient Prescription Drugs, the Member must pay the applicable Copayment amounts per Prescription Order or Refill. The Member must also pay the Ancillary Charge if applicable. The Ancillary Charge applies regardless of the reason the Brand name medication is selected over the Generic. If the Prescription Drug cost is less than the Copayment, the Member pays the Prescription Drug cost. Refer to Attachment A for Coinsurance (if applicable) and Copayment amounts.

The Plan may receive rebates for certain Brand-Name Prescription Drugs. Rebates are not considered in the calculation of any Coinsurance. The Plan is not required to, and does not, pass on amounts payable to the Plan under rebate or similar programs to Members.

- IV. Generic Substitution.** Brand name drugs which have FDA "A" or "AB" rated Generic equivalents available will be dispensed generically. "A" or "AB" rated Generics are those Generics that are proven to be equivalent to the brand name product. If a physician indicates "Dispense as Written" or if a Member insists on a specific Brand-Name for a Prescription Drug with a Generic equivalent available, the Member must pay an Ancillary Charge equal to the difference between the cost of the Generic equivalent and the cost of the Brand-Name drug, in addition to the applicable Copayment.
- V. Identification Card.** In order for Prescription Drugs to be covered, you must show your Member Identification Card at the time you obtain your Prescription Drug. If you do not show your Member Identification Card, you will be required to pay the full cost of the Prescription Drug and may then seek reimbursement from VIVA HEALTH or its designee for the amount that would have been paid under the Plan. Reimbursement is only available for Prescription Drugs that qualify for benefits as described in Section II.
- VI. Limitations:**
- A. Prescription Drugs will be dispensed in a quantity not to exceed a 31-day supply of medication (90-day supply if mail order option is available and utilized). Some Prescription Drugs may be subject to additional supply limits based on coverage criteria developed by VIVA HEALTH. The limit may restrict either the amount dispensed per prescription or the amount dispensed per month's supply. A list of Prescription Drugs subject to quantity limits may be obtained by contacting VIVA HEALTH. This list is subject to periodic review and modification by VIVA HEALTH or its designee.
  - B. Medications on the Prior Approval list are not covered unless Prior Approval is obtained by the prescribing Participating Physician or pharmacy in accordance with VIVA HEALTH's established procedures. A complete listing of such Prior Approval drugs can be obtained from VIVA HEALTH or a Participating Provider.
  - C. Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals, as defined by VIVA Health, require Prior Approval. Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals generally must be obtained from VIVA Health's specialized pharmacy provider. These drugs include but are not limited to therapies

for growth hormone, Multiple Sclerosis, Antihemophilic Factors, Hepatitis C, Rheumatoid Arthritis, certain oncology agents, and RSV Disease Prevention. A current list of Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals is available by contacting VIVA Health at the telephone number on your Member identification card and on the VIVA Health website at [www.vivahealth.com](http://www.vivahealth.com). Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals are subject to the Coinsurance (if applicable) specified in Attachment A. Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals are not covered without Prior Approval.

- D. VIVA HEALTH reserves the right to limit a Member's selection of Participating Pharmacies or to require a Member to select a single Participating Pharmacy to provide and coordinate all pharmacy services for the Member.
- E. Newly approved Prescription Drugs will be covered only after review and approval by VIVA HEALTH's Pharmacy and Therapeutics Committee and subject to exclusion VII.B. below.
- F. VIVA HEALTH reserves the right to limit coverage of certain Prescription Drugs to a particular form or dosage when it is clinically appropriate and more cost effective to do so. In some instances, this may require individuals to comply with a half-tab or proper-dosing program. Some pills may need to be split or administered more frequently (for example, twice daily dosing versus daily dosing).

**VII. Exclusions.** The following exclusions from coverage apply to this rider in addition to the exclusions listed in the Certificate.

- A. Drugs that do not, by federal law, require a prescription order (for example, over-the-counter drugs, except for insulin and, when applicable to your Plan, over-the-counter preventive medication as described in Section IX.A.2).
- B. At VIVA HEALTH's option, Prescription Drugs approved by the FDA in the current term of the Group Policy.
- C. Any federal legend drug if an equivalent product is available over-the-counter without a prescription (including Schedule V medications).
- D. Prescriptions written or filled fraudulently, illegally, or for use by someone other than the Member. This is also grounds for termination of coverage and the Member will be financially liable to VIVA Health for all costs associated with any payment made by VIVA Health for such prescriptions.
- E. Drugs prescribed by a provider with the same legal residence as the Member or who is a member of Member's family, including spouse, brother, sister, parent, or child.
- F. Drugs prescribed for cosmetic purposes (including, but not limited to, Retin-A for

wrinkles, Rogaine for hair loss).

- G. Drugs prescribed for the purpose of weight reduction (including, but not limited to, appetite suppressants, amphetamines).
- H. Drugs prescribed for the purpose of treating infertility including but not limited to Clomid, Serophene, Metrodin, and Yocon.
- I. Drugs prescribed for the purpose of terminating pregnancy.
- J. Drugs for the treatment of testosterone deficiency and drugs prescribed for the purpose of improving sexual function.
- K. Therapeutic or testing devices (including, but not limited to, glucometers), appliances, medical supplies, support garments or non-medical substances, regardless of their intended use.
- L. All smoking cessation drugs and aids, unless listed as a covered preventive benefit in Section IX.A.2 of the Certificate.
- M. Inspirease and other respiratory assistance apparatus.
- N. Any drug dispensed prior to the effective date of this Rider or after this Rider has been terminated.
- O. Refills in excess of the amount specified by the prescribing Physician or any refill dispensed after one (1) year from the order of the prescribing Physician.
- P. Drugs used for non-FDA approved indications, drugs labeled "Caution, limited by federal law to investigational use" or otherwise designated as experimental drugs, medications used for clinical trials or experimental indications, and/or dosage regimens determined by the Plan to be experimental.
- Q. Prescription Drug therapy necessitated by medical or surgical procedures, treatment, or care that are not Covered Services pursuant to the Certificate.
- R. Drugs covered under the Member's plan for medical benefits.
- S. Prescriptions dispensed by a non-Participating Pharmacy
- T. Prescriptions prescribed by non-Participating Physicians, unless authorized by the Plan.
- U. Replacement Prescription Drugs resulting from lost, stolen, broken, or otherwise destroyed Prescription Order or Refill.
- V. Prescription Drugs furnished or otherwise covered by the local, state, or federal

government to the extent of such coverage whether or not payment is actually received except as otherwise provided by law.

- W. General and injectable vitamins, except prenatal vitamins, vitamins with fluoride, and B-12 injections.
- X. Unit dose packaging of Prescription Drugs.
- Y. Compound drugs when used for an indication that is not FDA-approved or otherwise recognized for treatment of that indication in a source considered to be a standard reference compendia or in the peer review medical literature.
- Z. Growth hormone except for a documented hormone deficiency, Turner's Syndrome, growth delay due to cranial radiation, or chronic renal disease.
- AA. Prescription Drugs prescribed for the purpose of preventing disease or illness related to international travel.
- BB. Prescription Drugs for any condition, Accidental Injury, sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- CC. Drugs when the member is participating in a clinical trial unless such drugs would otherwise be covered.
- DD. Prescription food products and nutritional supplements.

#### **VIII. Mail Order Service for Maintenance Drugs and Oral Contraceptives:**

- A. Maintenance Drugs are those covered Prescription Drugs prescribed for a chronic disease state lasting 90 or more days.
- B. Maintenance Drugs and Oral Contraceptives (if covered by this Plan) are available in up to a 90-day supply (if mail order service is covered by this Plan). Refer to Attachment A for coverage specific to this Plan.

#### **IX. Coordination of Benefits.** The coordination of benefits provisions in the Certificate do not apply to Covered Services under this Outpatient Prescription Drug Rider. Prescription Drug benefits are not eligible for coordination of benefits with any other benefit plan.

#### **X. Miscellaneous Provisions:**

VIVA HEALTH shall not be liable for any claim or demand for injury or damage arising out of or in connection with the manufacturing, compounding, dispensing, or use of any Prescription Drug, or any other item, whether or not covered hereunder.