

## 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:

**“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.

**"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.

**"Biotechnical Drugs"** means protein-based therapeutics (or biologics), manufactured through genetic engineering.

**“Brand-Name”** means a Prescription Drug that is manufactured and marketed under a trademark or name by a specific drug manufacturer.

**“Clinical Trial”** means a phase I, phase II, phase III, or phase IV Clinical Trial that is conducted in relation to the prevention, detection, or treatment of an acute, chronic, or life-threatening disease or condition.

**“Coinsurance”** means, when Coinsurance applies, the charge that the Member is required to pay for certain Covered Services provided under the Plan. Coinsurance is a Copayment that is charged as a percentage of the cost of Covered Services. The Member is responsible for the payment of Coinsurance directly to the provider of the Covered Service. The total amount the Member pays in Coinsurance may be subject to Calendar Year maximum limits if specified in Attachment A, Summary of Benefits.

**“Copayment”** means the amount of payment indicated in Section II that is due and payable by the Member to the Participating Pharmacy at the time a Prescription Drug is received.

**“Cosmetic”** refers to prescription drugs and supplies that are non-Medically Necessary and change or improve appearance or self-esteem without significantly improving physiological function. Prescription drugs and supplies that correct an anatomical congenital anomaly without improving or restoring physiologic function are considered Cosmetic.

**“Cost Sharing”** means the share of costs for Covered Services covered by your Plan that you pay out of your own pocket. This term generally includes Deductibles, Coinsurance, and Copayments, or similar charges, but it does not include premiums, balance billed amounts for non-Participating Providers, or the cost of non-Covered Services.

**“Excluded”** means a Prescription Drug that is not covered by VIVA HEALTH. Members will be responsible for the full cost of Excluded drugs. The most commonly prescribed Excluded drugs appear on the published Formulary designated by VIVA HEALTH as Excluded. Drugs newly approved by the FDA are Excluded but are not yet listed on the Formulary as Excluded. Such newly approved drugs remain Excluded unless and until reviewed and approved by VIVA HEALTH and its designee.

**“Formulary”** means the Prescription Drugs that this plan will cover. All Prescription drugs must be Medically Necessary to be Covered Services and some require Prior Approval. The Formulary is subject to periodic review and modification by VIVA HEALTH or its designee. Members may obtain a copy of the most commonly prescribed drugs on the Formulary by contacting VIVA HEALTH and on the VIVA HEALTH website at [www.vivahealth.com](http://www.vivahealth.com). The pharmacy Formulary covered by this prescription drug rider is different from a medical Formulary, which describes the medical coverage that your Employer may have purchased through the medical benefit.

**“Generic”** means a Prescription Drug which is chemically equivalent to a Brand-Name drug whose patent has expired.

**“Maintenance Drugs”** means those covered Prescription Drugs taken on a regular basis prescribed for a chronic disease state lasting 90 or more days.

**“Medically Necessary”** means outpatient prescription drugs determined by the Plan to be:

1. Necessary to meet the basic health care needs of the Member;
2. Rendered in the most cost-efficient manner, setting, supply or level;
3. Of demonstrated medical value and consistent with the symptoms or diagnosis and treatment of the Member's condition, disease, ailment or injury;
4. Appropriate in type, frequency, and duration of treatment with regard to recognized standards of good medical practice; and
5. Not solely for the convenience of the Member or other health care provider.

**“Non-Preferred”** means a Brand-Name or Generic Prescription Drug that is not designated by VIVA HEALTH's Formulary as Preferred. The Formulary is subject to periodic review and modification by VIVA HEALTH or its designee. Members pay a higher Copayment or more cost-sharing for Non-Preferred Prescription Drugs than for Preferred Prescription Drugs, regardless of the reason the Non-Preferred medication is selected.

**“Participating Pharmacy”** means a pharmacy which, at the time of dispensing Prescription Drugs under this rider, is in your Plan network and 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.

**“Preferred”** means a Brand-Name or Generic Prescription Drug that is designated by VIVA HEALTH's Formulary as Preferred. The Formulary is subject to periodic review and modification by VIVA HEALTH or its designee. Members pay a lower Copayment or less cost-sharing for Preferred Prescription Drugs than for Non-Preferred Prescription Drugs.

**“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. Injectable insulin is considered a Prescription Drug.

**“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.

**“Prior Approval”** means the process of obtaining authorization from VIVA HEALTH prior to dispensing certain Prescription Drugs. The Participating Physician obtains Prior Approval from VIVA HEALTH or its designee for any Prescription Drug which appears on the list of Prescription Drugs requiring Prior Approval. Prior Approval includes approving the place of service as well as the Prescription Drug. The list of Prescription Drugs requiring Prior Approval and approval criteria are subject to periodic review and modification.

**"Specialty Pharmaceuticals"** refers to a category of drugs that are often high cost and/or require customized management that may include coordination of care, adherence management, medication utilization review, frequent patient monitoring and training, and/or restricted handling or distribution. Specialty pharmaceuticals typically target chronic, rare or complex disease states; however, this category also includes medications for common conditions that require a healthcare provider to administer.

**“Step-Therapy”** means in order to receive benefits for a covered Prescription Drug, the Member may first be required to use and clinically fail the preferred formulary alternatives before progressing (“stepping up”) to the potentially higher cost or higher risk prescribed therapy.

- II. Benefits.** Subject to the limitations set forth below and payment of the applicable Copayments and Coinsurance (if applicable), up to a 30-day supply (up to a 90-day supply for eligible drugs by mail order or at retail if the Participating Pharmacy offers a 90-day supply) 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 listed on the VIVA HEALTH Formulary and 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.** The tier in which a drug is classified determines the Copayment or Coinsurance a Member will owe. Generic drugs may be classified at any tier. Tiers are generally determined by the cost of the drug to the plan with Tier 1 being the lowest cost drugs.

For Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals, a Coinsurance may apply. Please see Attachment A, Summary of Benefits, 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 30-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, Summary of Benefits, for Coinsurance (if applicable) and Copayment amounts.

If you purchase a drug without authorization and pay out-of-pocket, you will be required to pay the full cost of the Prescription Drug and may then seek reimbursement from the Plan or its designee for the amount that would have been paid under the Plan. Reimbursement is not guaranteed. Reimbursement is only available for Prescription Drugs that qualify for benefits as described in Section II and must be requested within one hundred and eighty (180) days from the date of purchase.

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. If the Brand-Name drug is Excluded, the Member will be responsible for the full cost of the drug.

**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 or if you purchase a drug without authorization and pay out-of-pocket, 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 not guaranteed. Reimbursement is only available for Prescription Drugs that qualify for benefits as described in Section II. In the event pharmacy insurance is retroactively implemented, first contact VIVA HEALTH to assist in the adjudication of retroactive pharmacy claims.

**VI. Limitations:**

A. Prescription Drugs will be dispensed in a quantity not to exceed a 30-day supply of medication or not to exceed a 90-day supply for eligible drugs by mail order (or at retail if the Participating Pharmacy offers up to a 90-day supply). A month's supply is as written by the provider, up to a consecutive 30-day supply, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. A 90-day supply is as written by the provider, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. 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). Select specialty infusion drugs that can be provided in the home or physician's office will only be approved in those settings unless another care setting (e.g., an outpatient facility) is medically necessary and approved by VIVA HEALTH in advance. Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals are subject to the Coinsurance (if applicable) specified in Attachment A, Summary of Benefits. 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. VIVA HEALTH's Formulary is subject to periodic review and modification by VIVA HEALTH or its designee. For example, a Brand-Name drug for which a Generic becomes available may change designations to Non-Preferred or Excluded. Prescription Drugs newly approved by the FDA are subject to exclusion but are not yet listed on the Formulary as Excluded. Such newly approved drugs remain Excluded unless and until reviewed and approved by VIVA HEALTH and its designee.
- 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). VIVA HEALTH reserves the right to deny coverage of dosages exceeding the FDA-approved maximum daily dosage for the condition being treated.
- G. VIVA HEALTH will coordinate with the pharmacy to obtain information about cost-sharing assistance the Member may have received whenever possible. If we are unable to get the necessary information from the pharmacy, the Member may be asked to provide proof of the amounts paid. Adjustments to your Deductible or Out-of-Pocket Maximum for portions of the Member cost sharing paid by manufacturer coupons or similar assistance programs may be made at the time the Prescription Drug is dispensed or after the Prescription Drug is dispensed. Any claims affected by the adjustment may be reprocessed and subject to additional Member cost sharing. In no event may an amount applied to your Copayment or Coinsurance by the coupon issuer be eligible to be applied to the Deductible or Out of Pocket Maximum. Members have a responsibility to inform VIVA HEALTH about the use of Cost Sharing assistance, manufacturer coupons, or similar assistance programs to cover their Cost Sharing for Covered Prescription Drugs.
- H. Once a drug is dispensed, the Member will not be refunded any out-of-pocket costs under the Plan if all or a portion of the prescription cannot be used for any reason including changes in treatment plans or other medical reasons.
- I. Clinical edits may apply to certain Formulary drugs (e.g., Prior Approval, Step Therapy, Exclusions, or quantity limits to amount and/or duration) even when a Participating Provider

has written a prescription for that drug. An Ancillary Charge may apply in addition to a Copayment or Coinsurance (if applicable) to Prescription Drugs approved with clinical edits.

**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.)
- B. Prescription Drugs listed on the VIVA HEALTH Formulary as Excluded. Prescription Drugs newly approved by the FDA but not yet reviewed by VIVA HEALTH or its designee for inclusion on the Formulary.
- 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 self, spouse, brother, sister, parent, or child.
- F. Drugs prescribed for Cosmetic purposes.
- G. Drugs prescribed to treat hair loss or hair growth, regardless of the underlying reason or need for the hair loss or hair growth.
- H. Drugs prescribed for the purpose of weight reduction (including, but not limited to, appetite suppressants, amphetamines).
- I. Drugs prescribed for the purpose of treating infertility including but not limited to Clomid, Serophene, Metrodin, and Yocon.
- J. Drugs prescribed for the purpose of terminating pregnancy.
- K. Drugs prescribed for the purpose of improving sexual function.
- L. Therapeutic or testing devices (including, but not limited to, glucometers), appliances, medical supplies, support garments or non-medical substances, regardless of their intended use.
- M. All smoking cessation drugs and aids except for up to 12 weeks per Lifetime of generic Zyban prescribed for smoking cessation and up to 12 weeks per Lifetime of Varenicline tartrate.
- N. Inspirease and other respiratory assistance apparatus.

- O. Any drug dispensed prior to the effective date of this Rider or after this Rider has been terminated.
- P. 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.
- Q. Drugs used for non-FDA approved indications or in dosages exceeding the FDA-approved maximum daily dosage for the condition being treated, 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.
- R. Prescription Drug therapy necessitated by medical or surgical procedures, treatment, or care that are not Covered Services pursuant to the Certificate.
- S. Drugs covered under the Member's plan for medical benefits.
- T. Prescriptions dispensed by a non-Participating Pharmacy
- U. Prescriptions prescribed by non-Participating Physicians, unless authorized by the Plan.
- V. Replacement Prescription Drugs resulting from lost, stolen, broken, or otherwise destroyed Prescription Order or Refill.
- W. 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.
- X. Vitamins and minerals, except for select formulations for specific diagnoses as part of a Member's plan of care defined by a Participating Provider for select indications and except for prenatal vitamins, which are a Covered Service when prescribed by a Participating Provider.
- Y. Unit dose packaging of Prescription Drugs.
- Z. Compound drugs except when used for medically accepted indications that are supported by citations in standard reference compendia for the specific route of administration being prescribed. Only National Drug Codes (NDCs) for FDA approved prescription drug products are covered. Traditional compounding bulk powders, chemicals, creams, and similar products are not FDA-approved drug products and are not covered. Compounded products that are copies of commercially available FDA-approved drug products and drugs coded as OTC (over the counter) are not covered. All compounded prescriptions are subject to review and those with a total cost exceeding \$200 are subject to Prior Approval.
- AA. Growth hormone except for a documented hormone deficiency, Turner's Syndrome, growth delay due to cranial radiation, or chronic renal disease.
- BB. Prescription Drugs prescribed for the purpose of preventing disease or illness related to international travel.

- CC. 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.
- DD. Drugs when the member is participating in a Clinical Trial unless such drugs would otherwise be covered.
- EE. Prescription food products and nutritional supplements.

**VIII. 90-Day Supply for Maintenance Drugs and Oral Contraceptives:**

- A. Maintenance Drugs and Oral Contraceptives (if covered by this Plan) are available in up to a 90-day supply. Refer to Attachment A, Summary of Benefits, for coverage specific to this Plan.
- B. Biological Drugs, Biotechnical Drugs, and Specialty Pharmaceuticals are not eligible for a 90-day supply.

**IX. Coordination of Benefits.** The double coverage and coordination of benefits provisions in the Certificate apply to Covered Services under this Outpatient Prescription Drug Rider but only to the extent that coordination is with other prescription drug coverage. Prescription Drug coverage under this Outpatient Prescription Drug Rider is considered a separate policy and will only be coordinated with other eligible prescription drug coverage as determined by VIVA HEALTH.

**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.