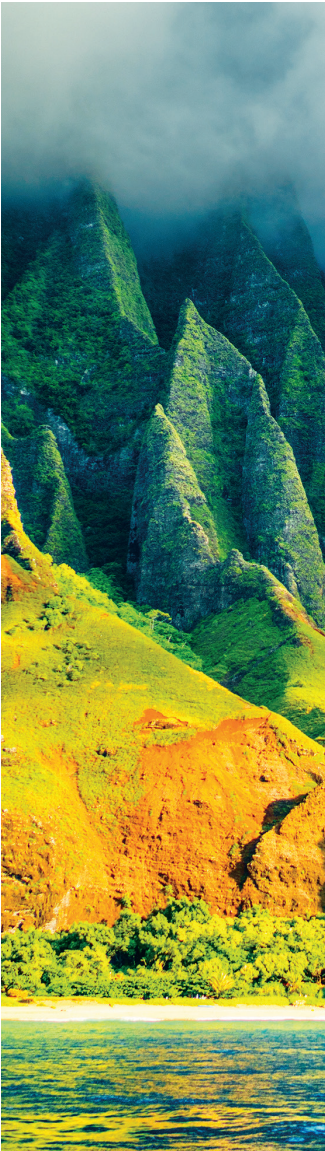


# Plan Certificate

## Prescription Drug Rider





# Prescription Drug Benefits Rider

## I. ELIGIBILITY

This Rider provides coverage that supplements the coverage provided under HMSA's medical plan. Your coverage under this Rider starts and ends on the same dates as your medical plan coverage.

## II. PROVISIONS OF THE MEDICAL PLAN APPLICABLE

All definitions, provisions, exclusions, and conditions of HMSA's Guide to Benefits shall apply to this Rider. Exceptions are specifically modified in this Rider.

## III. DEFINITIONS

When used in this Rider:

(1) **"Biological products"**, or biologics, are medical products. Many products are made from a variety of natural sources (i.e., human, animal, or microorganism). It may be produced by biotechnology methods and other cutting-edge technologies. Like drugs, some biologics are intended to treat diseases and medical conditions. Other products are used to prevent or diagnose diseases. Examples may include:

- Vaccines.
- Blood and blood products for transfusion and /or manufacturing into other products.
- Allergenic extracts, which are used for both diagnosis and treatment (for example allergy shots).
- Human cells and tissues used for transplantation (for example, tendons, ligaments and bone).
- Gene therapies.
- Cellular therapies.
- Test to screen potential blood donors for infectious agents such as HIV.

(2) **"Biosimilar product"** is a biological product that is FDA-approved based on a showing that it is highly similar to an already FDA-approved reference product. It has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Only minor differences in clinically inactive components are allowable in biosimilar products.

In accordance with any applicable state and federal regulations and laws, an interchangeable biological product may be substituted for the reference product by a pharmacist without the intervention of the healthcare provider who prescribed the reference product.

(3) **"Brand Name Drug"** is a drug that is marketed under its distinctive trade name. A brand name drug is or at one time was protected by patent laws or deemed to be biosimilar by the U.S. Food and Drug Administration. A brand name drug is a recognized trade name prescription drug product, usually either the innovator product for new drugs still under patent protection or a more expensive product marketed under a brand name for multi-source drugs and noted as such in the national pharmacy database used by HMSA.

(4) **"Eligible Charge"** is the charge HMSA uses to calculate a benefit payment for a covered service or drug. It is the lesser of the following charges:

- (a) The actual charge as shown on the claim, or
- (b) HMSA's Allowable Fee. This includes an allowance for dispensing the drug.

HMSA negotiates the cost of covered drugs and supplies from drug manufacturers or suppliers. This may include discounts, rebates, or other cost reductions. Any discounts or rebates received by HMSA will not reduce the charges that your copayments are based on. HMSA also applies discounts and rebates to reduce prescription drug coverage rates for all prescription drug plans.

Participating Providers agree to accept the eligible charge as payment in full for covered drugs or supplies. Nonparticipating providers generally do not. Therefore, if you receive drugs or supplies from a nonparticipating provider, you are responsible for

a Copayment plus the difference between the actual charge and the eligible charge.

(5) **"Generic Drug"** is a drug or supply that is prescribed or dispensed under its commonly used generic name rather than a brand name. Generic drugs are not protected by patent and are identified by HMSA as "generic". A generic drug shall meet any one of the following:

(a) It is identical or therapeutically equivalent to its brand counterpart in dosage form, safety, strength, route of administration and intended use.

(b) It is a non-innovator product approved by the FDA under an Abbreviated New Drug Application (an application to market a duplicate drug that has been approved by the FDA under a full New Drug Application).

(c) It is defined as a generic by Medi-Span or an equivalent nationally recognized source.

(d) It is not protected by patents(s), exclusivity, or cross-licensure.

(e) Generic drugs include all single-source and multi-source generic drugs as set forth by a nationally recognized source selected and disclosed by HMSA. Unless explicitly defined or designated by HMSA, once a drug has been deemed a generic drug, it must be considered a generic drug for purposes of benefit administration.

(6) **"HMSA Select Prescription Drug Formulary"** is a list of drugs by therapeutic category published by HMSA.

(7) **"Interchangeable biologic product"** is an FDA-approved biologic product that meets the additional standards for interchangeability to an FDA-approved reference product included in:

- The Hawaii list of equivalent generic drugs and biological products.
- The Orange Book.
- The Purple Book.
- Other published findings and approvals of the United States Food and Drug Administration.

In accordance with any applicable state and federal regulations and laws, an interchangeable biological product may be substituted for the reference product by a pharmacist without the intervention of the healthcare provider who prescribed the reference product.

(8) **"Oral Chemotherapy Drug"** is an FDA-approved oral cancer treatment that may be delivered for self-administration under the direction or supervision of a Provider outside of a hospital, medical office, or other clinical setting.

(9) **"Over-the-Counter Drugs"** are drugs that may be purchased without a prescription.

(10) **"Prescription Drug"** is a medication required by Federal law to be dispensed only with a prescription from a licensed provider. Medications that are available as both a Prescription Drug and a nonprescription drug are not covered as a Prescription Drug under this Rider.

(11) **"Reference product"** refers to the original FDA-approved biologic product that a biosimilar is based.

## IV. DRUG BENEFITS

You are eligible to receive the following benefits when covered drugs and supplies are obtained with a prescription. Covered drugs and supplies must be 1) approved by the FDA, 2) prescribed by a licensed Provider and 3) dispensed by a licensed pharmacy or Provider. The use of such drugs must be necessary for the diagnosis and treatment of an injury or illness. Drugs must be FDA approved for coverage:

### (1) Covered Prescription Drugs and Supplies.

(a) Prescription Drugs (including contraceptives and drugs to treat sexual dysfunction. Refer to Section IV(3)(a)4 for limitations related to sexual dysfunction drugs).

(b) Insulin.

(c) Oral Chemotherapy Drugs.

(d) The following diabetic supplies: syringes, needles, lancets, lancet devices, test strips, acetone test tablets, insulin tubing, and calibration solutions.

(e) Diaphragms and Cervical Caps.

(f) Spacers and peak flow meters (limited to those listed in the HMSA Select Prescription Drug Formulary).

**(2) Benefits for Covered Drugs.**

**(a) Generic Drugs and Insulin.**

1. When obtained from a Participating Provider, you owe no Copayment. HMSA pays the Participating Provider 100% of Eligible Charge.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

**(b) Oral Chemotherapy Drugs.**

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

**(c) Diabetic Supplies.**

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment for diabetic supplies.

2. When obtained from a nonparticipating provider, you owe the entire charge for diabetic supplies. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

**(d) Diaphragms and Cervical Caps.**

1. When obtained from a Participating Provider, you owe a \$10 Copayment per device to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

2. When obtained from a nonparticipating provider, you owe the entire charge for the device. HMSA reimburses you 100% of the remaining Eligible Charge after deducting a \$10 Copayment per device when the claim is submitted.

**(e) Spacers and Peak Flow Meters.**

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment for spacers and peak flow meters.

2. When obtained from a nonparticipating provider, you owe the entire charge for spacers and peak flow meters. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

**(f) All Other Covered Drugs.**

1. When obtained from a Participating Provider, you owe a \$2 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

2. When an original prescription is obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 80% of Eligible Charge when the claim is submitted. When prescription refills are obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 90% of Eligible Charge when the claim is submitted.

(g) **Omeprazole OTC.** Benefits for Omeprazole OTC are available when you receive a written prescription for Omeprazole OTC. Copayment amounts listed below are for any amount up to a 42-day supply. Benefits for Omeprazole OTC are not available through HMSA's 90-Day at Retail Network and Prescription Drug Mail Order Program.

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

(h) The Copayment amounts shown in Sections (2)(a) through (2)(f) above are for a maximum 30-day supply or fraction thereof. As used in this Rider, a 30-day supply means a supply that will last you for a period consisting of 30 consecutive days. For example, if the prescribed drug must be taken by you only on the last five days of a one-month period, a 30-day supply would be the

amount of the drug that you must take during those five days. If you get more than a 30-day supply under one prescription:

1. You must pay an additional Copayment for each 30-day supply or fraction thereof, and

2. The pharmacy will fill the prescription in the quantity specified by your Provider up to a 12-month supply for contraceptives. For all other drugs or supplies the maximum benefit payment is limited to two more 30-day supplies or fractions thereof.

As an exception, the maximum supply for certain Generic Drugs which are approved by HMSA for extended dispensing limits is the greater of a 60-day supply or 100-unit packages. In this case, a single Copayment per prescription is applied to the total amount dispensed.

**(3) Limitations on Covered Drugs.**

**(a) Limitations on Prescription Drugs.**

1. Products not approved by the U.S. Food and Drug Administration (FDA) are not covered, except those designated as covered in HMSA's Select Prescription Drug Formulary (for example Phenobarbital).

2. Compound preparations are covered if they contain at least one Prescription Drug that is not a vitamin or mineral. Subject to a and b below:

a. Compound drugs that are available as similar commercially available prescription drug products are not covered.

b. Compound drugs made with bulk chemicals are not covered.

c. Non-FDA approved drugs are not covered.

3. Coverage of vitamins and minerals that are Prescription Drugs is limited to:

a. The treatment of an illness that in the absence of such vitamins and minerals could result in a serious threat to your life. For example, folic acid used to treat cancer.

b. Sodium fluoride, if dispensed as a single drug (for example, without any additional drugs such as vitamins) to prevent tooth decay.

4. Coverage of drugs to treat sexual dysfunction is limited to 8 pills per month or 24 pills per a 90-day supply.

(b) **Drug Benefit Management.** HMSA has arranged with Participating Providers to assist in managing the use of certain drugs. This includes drugs listed in the HMSA Select Prescription Drug Formulary.

1. HMSA has identified certain kinds of drugs in the HMSA Select Prescription Drug Formulary that require the preauthorization of HMSA. The criteria for preauthorization are that:

a. the drug is being used as part of a treatment plan,

b. there are no equally effective drug substitutes, and

c. the drug meets Payment Determination and other criteria established by HMSA.

A list of these drugs in the HMSA Select Prescription Drug Formulary has been distributed to all Participating Providers.

2. Participating Providers may prescribe up to a 30-day supply for first time prescriptions of maintenance drugs and contraceptives. For subsequent refills, the Participating Provider may prescribe up to a 12-month supply for contraceptives and a maximum 90-day supply for all other drugs or supplies after confirming that:

a. you have tolerated the drug without adverse side effects that may cause you to discontinue using the drug, and

b. your Provider has determined that the drug is effective.

(c) **Smoking Cessation Drugs.** Coverage of smoking cessation drugs is limited to 180 days of treatment per calendar year.

(d) Except for certain drugs managed under Drug Benefit Management, refills are available if indicated on your original prescription. The refill prescription must be purchased only after two-thirds of your prescription has already been used. For example, for coverage under this Rider, if the previous supply was a 30-day supply, you may refill the prescription on the 21<sup>st</sup> day, but not earlier.

(e) There shall be no duplication or coordination between benefits of this drug plan and any other similar benefit of your HMSA medical plan.

**(4) HMSA's 90-Day at Retail Network and Mail Order Prescription Drug Program.**

(a) HMSA has contracted with selected providers to make prescription maintenance medications available for pickup or by mail. Omeprazole OTC is not available through HMSA's 90-Day at Retail Network or Mail Order Prescription Drug Program.

1. You owe the contracted provider no Copayment per drug and insulin. HMSA pays 100% of the charges.

2. Oral Chemotherapy Drugs. You owe the contracted provider no Copayment for oral chemotherapy drugs. HMSA pays 100% of the charges.

3. Spacers and Peak Flow Meters. You owe the contracted provider no Copayment for spacers and peak flow meters. HMSA pays 100% of the charges.

**(b) HMSA's 90-Day at Retail Network and Mail Order Prescription Drug Program Limitations.**

1. Prescription Drugs are available only from contracted providers. Contact HMSA to get a list of providers. If you receive prescription maintenance drugs from a provider that does not contract with HMSA, no benefits will be paid.

2. Prescription Drugs are limited to prescribed maintenance medications taken on a regular or long-term basis.

3. The contracted provider will fill the prescription in the quantity specified by the Provider up to a 12-month supply for contraceptives. For all other drugs or supplies, copayment amounts are for a maximum 90-day supply or fraction thereof. A 90-day supply is a supply that will last for 90 consecutive days or a fraction thereof. These are examples on how your copayments are calculated:

a. You are prescribed a drug in pill form that must be taken only on the last five days of each month. A 90-day supply would be fifteen pills, the number of pills you must take during a three-month period. You owe the 90-day copayment even though the supply dispensed is fifteen pills.

b. You are prescribed a 30-day supply with two refills. The contracted pharmacy will fill the prescription in the quantity specified by the Provider, in this case 30 days, and will not send you a 90-day supply. You owe the 30-day copayment.

c. You are prescribed a 30-day supply of a drug that is packaged in less than 30-day quantity, for example, a 28-day supply. The pharmacy will fill the prescription by providing a 28-day supply. You owe the 30-day copayment. If you are prescribed a 90-day supply, the pharmacy would fill the prescription by giving you three packages each containing a 28-day supply of the drug. You would owe a 90-day copayment for the 84-day supply.

4. Unless the prescribing Provider requires the use of a Brand Name Drug, your prescription will be filled with the generic equivalent when available and permissible by law. If a Brand Name Drug is required, it must be clearly indicated on the prescription.

5. Refills are available if indicated on your original prescription. The refill prescription must be purchased only after two-thirds of your prescription has already been used.

## V. EXCLUSIONS

This Rider is subject to all exclusions in HMSA's Guide to Benefits. The Guide to Benefits describes the medical benefits plan that accompanies this Rider.

Except as otherwise stated in this Rider or as designated as covered in the HMSA Select Prescription Drug Formulary, no payment will be made for:

(1) Products not approved by the U.S. Food and Drug Administration (FDA).

(2) Agents used in skin tests to determine allergic sensitivity.

(3) Appliances and other nondrug items.

(4) Convenience packaged drugs, including kits.

(5) Drugs dispensed to a registered bed patient.

(6) Drugs from foreign countries.

(7) Drugs to treat infertility.

(8) Immunization agents.

(9) Injectable drugs.

(10) Lifestyle drugs and pharmaceutical products that improve a way or style of living rather than alleviating a disease. Lifestyle drugs that are not covered include, but are not limited to: creams used to prevent skin aging, drugs for shift work sleep disorder, and drugs to enhance athletic performance.

(11) Medical foods.

(12) Over-the-counter drugs that may be purchased without a prescription.

(13) Replacements for lost, stolen, damaged, or destroyed drugs and supplies.

(14) Unit dose drugs.

## VI. COORDINATION OF BENEFITS

The coordination of benefits described in Chapter 9 of HMSA's Guide to Benefits in the section labeled "Coverage that Provides Same or Similar Coverage" is modified as follows:

You may have other benefit coverage that provides benefits that are the same or similar to this plan.

When this plan is primary, its benefits are determined before those of any other plan and without considering any other plan's benefits. When this plan is secondary, its benefits are determined after those of another plan and may be reduced because of the primary plan's payment. As the secondary plan, this plan's payment will not exceed the amount this plan would have paid if it had been your only coverage.

All other provisions of Chapter 9 of HMSA's Guide to Benefits remain unchanged.

## VII. TAXES

As an exception to Section II of this Rider, you will not be responsible for taxes related to drugs or supplies covered under this Rider when obtained from a Participating Provider.





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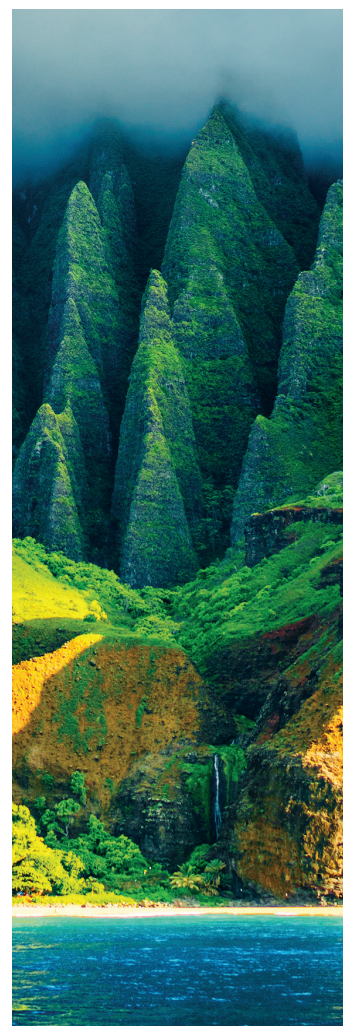
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