ATTACHMENT B
DESCRIPTION OF COVERED SERVICES
PRESCRIPTION DRUG PROGRAM

This Attachment contains specific benefits, exclusions, limitations and general provisions applicable to the Prescription Drug Program. The exclusions, limitations and general provisions are in addition to those contained in the Program Description and other Attachments.

The Prescription Drug Program is included in the coverage of all Members. To qualify for these benefits, Eligible Employee/Members and Dependents must enroll in theBlueChoice Program Option.

Members are required in all instances, except in the case of Emergency Services or an out-of-area Urgent Care situation, to receive Prescription Drugs from a Contracting Provider.

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SECTION 1
DEFINITIONS

In addition to the definitions contained in the Description of Covered Services Attachment B, the underlined terms, below, when capitalized, have the following meanings:

Allowed Benefit, as used in this Attachment, means:

The Allowed Benefit for covered Prescription Drugs is the lesser of:

1. The Pharmacy's actual charge; or

2. The benefit amount, according to the CareFirst BlueChoice fee schedule, for covered Prescription Drugs that applies on the date that the service is rendered.

If the Member purchases a covered Prescription Drug or Diabetic Supply from a Contracting Pharmacy, the benefit payment is made directly to the Contracting Pharmacy and is accepted as payment in full, except for any applicable Copaymentas stated in this Attachment. The Member is responsible for any applicable Deductible or Copayment and the Contracting Pharmacy may bill the Member directly for such amounts.

If the Member purchases a covered Prescription Drug or Diabetic Supply from a non-Contracting Pharmacy, the Member is responsible for paying the total charge and submitting a claim to CareFirst BlueChoice or its designee for reimbursement. Members will be entitled to reimbursement from CareFirst BlueChoice or its designee up to the amount of the Allowed Benefit, minus any applicable Copayment. Members may be responsible for balances above the Allowed Benefit.

Brand Name Drug means a Prescription Drug that has been given a name by a manufacturer or distributor to distinguish it as produced or sold by a specific manufacturer or distributor and that may be used and protected by a trademark.

Contracting Provider, as used in this Attachment, means the separate independent Pharmacist or Pharmacy that has contracted with CareFirst BlueChoice or its designee to provide Prescription Drugs in accordance with the terms of this Attachment.

Copayment (Copay), as used in this Attachment, means a fixed dollar amount that a Member must pay for certain covered Prescription Drugs.

Diabetic Supplies means all Medically Necessary and appropriate supplies prescribed by a health care provider for the treatment of diabetes.

Generic Drug means any Prescription Drug approved by the FDA that has the same bio-equivalency as a specific Brand Name Drug Prescription Drug.

Maintenance Drug means a Prescription Drug anticipated being required for six (6) months or more to treat a chronic condition.

Over-the-Counter, as used in this Attachment, means medications and supplies that may be purchased without a prescription.

Pharmacist means an individual licensed to practice pharmacy regardless of the location where the activities of practice are performed.

Pharmacy means an establishment in which prescription or nonprescription drugs or devices are compounded, dispensed, or distributed.

Preferred Brand Name Drug means a Brand Name Drug that is included on CareFirst BlueChoice's Preferred Drug List.

Preferred Drug List means the list of Brand Name Drugs and Generic Drugs issued by CareFirst BlueChoice and used by providers when writing and Pharmacists when filling prescriptions. All Generic Drugs are included in the Preferred Drug List. Not all Brand Name Drugs are included in the Preferred Drug List. CareFirst BlueChoice may change this list periodically without notice to Members. A copy of the Preferred Drug List is available to the Member upon request.

Prescription Drug means a drug, biological or compounded prescription intended for outpatient use that carries the FDA legend "may not be dispensed without a prescription;" and, drugs prescribed for treatments other than those stated in the labeling approved by the FDA, if the drug is recognized for such treatment in standard reference compendia or in the standard medical literature. For purposes of this Attachment, Prescription Drug also includes Diabetic Supplies.

Prior Authorization List means the limited list of Prescription Drugs issued by CareFirst BlueChoice for which providers, when writing, and Pharmacists, when filling prescriptions, must obtain prior authorization from CareFirst BlueChoice. A copy of the Prior Authorization List is available to the Member upon request.

SECTION 2
PRESCRIPTION DRUG BENEFITS

2.1 Benefits will be provided for a Prescription Drug dispensed by a Contracting Provider for self-administered-use on an outpatient basis for the treatment of a condition for which benefits are provided under the terms of the Description of Covered Services or an Attachment.

2.2 CareFirst BlueChoice or its designee reserves the right to substitute a Generic Drug for any Brand Name Drug unless otherwise indicated on the prescription order.

2.3 Members may obtain up to a thirty-four (34) day supply of a Prescription Drug from a Contracting Provider, and up to a ninety (90) day supply of a Maintenance Drug, via retail or through the mail order program described in Section 3, Mail Order Program. Members must use 75% of a dispensed non-Maintenance Drug or Maintenance Drug in the manner prescribed before a refill of that prescription can be obtained.

2.4 A Member may select a Prescription Drug that is not included on the Preferred Drug List. In addition to the non-Preferred Brand Name Drug Copayment, an additional penalty will apply if the non-Preferred Brand Name Drug is a Brand Drug that has a Generic equivalent. If a Member selects a non-Preferred Brand Name Drug when a Generic Drug is available, the Member will pay the non-Preferred Brand Name Drug Copayment plus the difference between the price of the non-Preferred Brand Name Drug and the Generic Drug up to the cost of the prescription.

2.5 Providers must obtain prior authorization by providing information to support Medical Necessity before prescribing any Prescription Drug on the Prior Authorization List. A copy of the Prior Authorization List is available to the Member or Provider upon request.

2.6 In cases of Emergency Services or Out-of-Area Urgent Care situations if the Member purchases a covered Prescription Drug from a non-Contracting Provider, the Member is responsible for paying the total charge and submitting a claim to CareFirst BlueChoice or its designee for reimbursement. Members will be entitled to reimbursement from CareFirst BlueChoice or its designee in the amount of the Allowed Benefit, minus any applicable Copayment. Members may be responsible for balances above the Allowed Benefit.

2.7 Benefits include:

A. Any contraceptive drug or device that is approved by the FDA for use as a contraceptive and is obtained under a prescription written by an authorized prescriber. . Coverage for procedures for insertion or removal and any Medically Necessary examinations associated with the use of such contraceptive drugs or devices shall be provided under the medical benefits outlined in the Description of Covered Services to which this Attachment is attached.

   Any contraceptive drug that is approved by the FDA for use as a contraceptive and is obtained under a prescription written by an authorized prescriber for use other than as a contraceptive. CareFirst requires a letter of Medical Necessity from the prescribing Health Care Provider; approval is based on Medical Necessity as determined by CareFirst.

B. Human growth hormones (prior authorization is required).

C. Any drug that is approved by the FDA as an aid for the cessation of the use of tobacco products and is obtained under a prescription written by an authorized prescriber. Coverage is not provided for a drug that may be obtained Over-the-Counter without a prescription.

Nicotine Replacement Therapy. Nicotine Replacement Therapy means a product that is used to deliver nicotine to an individual attempting to cease the use of tobacco products, approved by the FDA as an aid for the cessation of the use of tobacco products and obtained under a prescription written by an authorized prescriber. Nicotine Replacement Therapy does not include any Over-the-Counter product that may be obtained without a prescription. Coverage for Nicotine Replacement Therapy will be provided on an unlimited yearly basis.

D. Injectable medications that are self-administered and the prescribed syringes.

E. Standard covered items such as insulin, glucagon and anaphylaxis kits.

F. Fluoride products.

G. Diabetic Supplies.

H. Infertility drugs and agents.

SECTION 3
MAIL ORDER PROGRAM

All Members have the option of ordering Prescription Drugs via mail order. Members ordering Prescription Drugs through the mail order program will be entitled to a thirty-four (34) day supply for non-Maintenance Drugs and a ninety (90) day supply for Maintenance Drugs. Members will be responsible for the Copayments as outlined in Section 4 Copayments.

SECTION 4
COPAYMENTS

4.1 The Member must pay the Copayment at the time that a prescription is filled by the Pharmacist.

4.2 For Prescription Drugs purchased in a Pharmacy or purchased through the mail order program, there is one Copayment due for each thirty-four (34) day supply. For Maintenance Drugs, a Member may receive up to a ninety (90) day supply provided the Member pays one Copayment for the first thirty-four (34) day supply and a second Copayment for a supply of thirty-five (35) days or more.

4.3 The Copayment is:

A. Generic Drug: $5 per prescription or refill.

B. Preferred Brand Name Drug: $10 per prescription or refill.

C. Non-Preferred Brand Name Drug: $25 per prescription or refill.

D. If the cost of the Prescription Drug is less than the Copayment, then the cost of the Prescription Drug will be payable by the Member at the time the prescription is filled.

E. Diabetic Supplies are not subject to any Copayments.

SECTION 5
EXCLUSIONS

Benefits will not be provided under this Attachment for:

5.1 Any devices, appliances, supplies, and equipment except as otherwise provided in Section 2 in this Attachment.

5.2 Routine immunizations and boosters such as immunizations for foreign travel, and for work or school related activities.

5.3 Prescription Drugs for cosmetic use.

5.4 Prescription Drugs administered by a physician or dispensed in a physician's office.

5.5 Drugs, drug therapies or devices that are considered Experimental/Investigational by CareFirst BlueChoice.

5.6 Drugs or medications lawfully obtained without a prescription such as those that are available in the identical formulation, dosage, form, or strength of a prescription (Over-the-Counter medications).

5.7 Vitamins, except CareFirst BlueChoice will provide a benefit for Prescription Drug:
A. prenatal vitamins.
B. fluoride and fluoride containing vitamins.
C. single entity vitamins, such as Rocaltrol and DHT.

5.8 Any portion of a Prescription Drug that exceeds:
A. a thirty-four (34) day supply for Prescription Drugs; or,
B. a ninety (90) day supply for Maintenance Drugs unless authorized by CareFirst BlueChoice.

5.9 Prescription Drugs that are administered or dispensed by a health care facility for a Member who is a patient in the health care facility. This exclusion does not apply to Prescription Drugs that are dispensed by a Pharmacy on the health care facility's premises for a Member who is not a patient in the health care facility.

5.10 Prescription Drugs for weight loss.

5.11 Biologicals and allergy extracts.

5.12 Blood and blood products. (May be covered under the medical benefits in the Description of Covered Services to which this Attachment is attached.)

5.13 Prescription Drugs for medical termination of pregnancy.

SECTION 6
GENERAL PROVISIONS

6.1 As a condition precedent to the approval of claims hereunder, each Member authorizes and directs any Pharmacy that furnishes Prescription Drugs hereunder to make available to CareFirst BlueChoice or its designee information relating to such benefits, copies of records thereof, and such other information and records as may be needed by CareFirst BlueChoice or its designee. CareFirst BlueChoice or its designee will in every case hold such information and records as confidential.

6.2 CareFirst BlueChoice or its designee will 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 under this Contract.

6.3 The Employee/Member's current identification card must be presented when a Member purchases Prescription Drugs at a Contracting Provider to receive the maximum amount of benefits under this Program. If the Member fails to present his identification card, the Member may be responsible for charges above the Allowed Benefit.

6.4 The Prescription Drug Program carries no conversion privileges.