



**University of California Student  
Health Insurance Plan  
Prescription Drug Plan**

**UC College of the Law, San Francisco  
Students and Dependents**

**2023-2024 Plan Year**

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## **Article I. INTRODUCTION**

### **Section 1.01 About this Plan Description**

This Plan Description provides an explanation of the University of California Student Health Insurance Plan (UC SHIP) Prescription Drug Plan (“Prescription Drug Plan” or “Plan”), the applicable limitations and other Prescription Drug Plan provisions which apply to you. Students and covered dependents are referred to in this Plan Description as “you” and “your.” The Prescription Drug Plan Administrator is referred to as “we”, “us” and “our.”

All capitalized words have specific definitions. These definitions can be found either in the specific section or in the DEFINITIONS section of this document, Article V.

Please read this Plan Description carefully so that you understand all the benefits your Prescription Drug Plan offers. Keep this document handy in case you have any questions about your coverage.

### **Section 1.02 Plan Administration**

#### **(a) Plan Sponsor**

The Plan Sponsor, also known as the Administrator, is the Regents of the University of California, the entity which is responsible for the administration of the Plan.

#### **(b) Claims Administration**

Prescription drug coverage under the terms of the Prescription Drug Plan is provided through a prescription program vendor, Optum Rx PBM of Illinois, Inc., which acts as the Claims Administrator. For questions or more information, you may contact Optum Rx at its website, Optum Rx.com or on the Optum Rx mobile app. Optum Rx also offers a 24/7 call center with representative to answer your questions. You can reach a representative by calling (844) 265-1879. The mailing address and telephone number are:

Optum Rx  
1600 McConnor Parkway  
Schaumburg, IL 60173-6801  
(844) 265-1879

Optum Rx shall perform all administrative services in connection with the processing of claims under this Prescription Drug Plan and shall have full and final discretion and authority to determine whether and to what extent Covered Persons are entitled to benefits under the Prescription Drug Plan.

#### **(c) Plan Operation**

The period of coverage for the Plan year shall be as defined by and coincide with the periods specified in the UC SHIP Benefit Booklet including any amendments.

## **Article II. IMPORTANT NOTICES**

### **Section 2.01 Your Privacy**

The University of California is committed to protecting your privacy and the confidentiality of your health information. Specifically, your health information will be used or disclosed only for purposes related to your treatment, payment of your fees and insurance claims, and for UC Hastings and UC SHIP operations. Unless allowed by law, your health information cannot be disclosed to anyone for any other purpose without your written authorization. Certain health information on enrolled dependents is also subject to the privacy and security provisions of the Health Insurance Portability and Accountability Act, known as "HIPAA," which is further explained in the HIPAA notice provided to dependents.

Please contact Optum Rx Customer service at (844) 265-1879 with comments or concerns about privacy.

### **Section 2.02 Coordination of Benefits**

We will reduce the amount payable under this Prescription Drug Plan to the extent expenses are covered under any other Plan. The Claims Administrator will determine the amount of benefits provided by other plans without reference to any coordination of benefits, non-duplication of benefits, or other similar provisions. The amount from other plans includes any amount to which the Member is entitled, whether or not a claim is made for the benefits. This Plan is secondary coverage to all other policies except Medi-Cal, Major Risk Medical Insurance Program (MRMIP) and TriCare.

## **Article III. HOW COVERAGE BEGINS AND ENDS**

### **Section 3.01 Eligible Status—Insured Students**

An Insured Student, as that term is defined in the University of California Student Health Insurance Plan (“UC SHIP”) Benefit Booklet, who is eligible for benefits under UC SHIP is eligible to participate in the Prescription Drug Plan. An Insured Student is eligible for Insured Student coverage from the first day that he or she is eligible for coverage under UC SHIP.

### **Section 3.02 Eligible Status—Covered Dependents**

An Eligible Dependent, as that term is defined in the UC SHIP Benefit Booklet, who is eligible for benefits under UC SHIP is eligible to participate in the Prescription Drug Plan.

An Eligible Dependent enrolled by the Insured Student will become eligible for Dependent coverage on the first day that the Insured Student is eligible for Insured Student coverage. The Prescription Drug Plan will require proof that a Spouse or Dependent Child qualifies or continues to qualify as a Dependent in the manner prescribed for such proof in the UC SHIP Benefit Booklet.

### **Section 3.03 Enrollment**

An Insured Student must enroll or be enrolled for coverage in the manner prescribed in the UC SHIP Benefit Booklet. Enrollment in the Prescription Drug Plan is automatic upon enrollment in UC SHIP, is contingent on enrollment in UC SHIP and is effective on the date enrollment is effective under UC SHIP.

### **Section 3.04 Availability and Periods of Coverage**

Coverage is available for enrolled individuals (students and dependents) on UC campuses offering UC SHIP medical coverage

The period of coverage under the Prescription Drug Plan is governed by the period of coverage established for the UC SHIP medical plan at the student’s campus. Please see your Anthem medical Benefit Booklet or your Student Health Services website for specific dates of coverage periods.

### **Section 3.05 Termination of Coverage**

Coverage under the Prescription Drug plan ends for the reasons and at the times that coverage ends under the UC SHIP medical plan, as defined in the UC SHIP Benefit Booklet.

## **Article IV. YOUR PRESCRIPTION DRUG BENEFITS**

Your Prescription Drug Plan covers Prescription Drugs dispensed at a UC Student Health Services pharmacy, where available (students only), a retail program with network retail pharmacies ("Network Pharmacy"), Out-of-Network retail pharmacies ("Out-of-Network Pharmacy") and, where available, a mail order option. A Network Pharmacy has a contract with the Claims Administrator to dispense drugs to Insured Students and Covered Dependents. An Out-of-Network Pharmacy is a pharmacy which does not have a contract in effect with the Claims Administrator at the time services are rendered. In most cases, you will be responsible for a larger portion of your pharmaceutical bill when you go to an Out-of-Network Pharmacy. The mail order option, where available, allows a Covered Person to receive a greater number of days' supply of a Prescription Drug and is generally useful for long-term or maintenance-type medications. Mail order from an Out-of-Network Pharmacy is not covered.

You may avoid higher out-of-pocket expenses by choosing a Student Health Services pharmacy, where available, or a Network Pharmacy. In addition, you may also reduce your costs by asking your Physician and your pharmacist for the more cost-effective Generic form of Prescription Drugs.

Prescription Drug Covered Expenses will always be the lesser of the billed charge or the Prescription Drug Maximum Allowed Amount. The expense is incurred on the date you receive the drug for which the charge is made. You will not be responsible for any amount in excess of the Prescription Drug Maximum Allowed Amount for the covered services of a Network Pharmacy.

When the Claims Administrator receives a claim for drugs supplied by an Out-of-Network Pharmacy, it first subtracts any expense which is not covered under this Prescription Drug Plan, and then any expense exceeding the Prescription Drug Maximum Allowed Amount. The remainder is the amount of Prescription Drug Covered Expense for that claim.

Note: You will always be responsible for any expense incurred which is not covered under the Prescription Drug Plan, which includes amounts incurred at an Out-of- Network Pharmacy in excess of the Maximum Allowed Amount.

The medical plan annual deductible does not apply to Prescription Drugs.

### **Section 4.01 Copayments and Coinsurance**

If you have a Copayment, the Copayment amount is subtracted from the Prescription Drug Covered Expense as determined by the Claims Administrator. After you pay the Copayment, the Plan covers the remainder of the Prescription Drug Maximum Allowed Amount.

If you owe a Coinsurance amount, then the Claims Administrator will apply the Coinsurance percentage to the Prescription Drug Covered Expense. This will determine the dollar amount of

your Prescription Drug Coinsurance. The Prescription Drug Copayments and Coinsurance amounts are set forth in Section 4.02 and Attachment "A."

## **Section 4.02 Schedule of Prescription Drug Copayments and Coinsurance**

There is no annual dollar limit on Prescription Drug benefits. See Attachment "A" for the Schedule of Copayments and Coinsurance.

The Claims Administrator maintains a Prescription Drug Formulary, which is a list of outpatient Prescription Drugs. Your Copayment amount for Non-Preferred drugs is higher than for Preferred Formulary drugs. A list of Formulary drugs can be found on the Plan Sponsor's website at [www.ucop.edu/ucship](http://www.ucop.edu/ucship)

Prescription Drug Covered Expense for Out-of-Network Pharmacies is significantly lower than for Network Pharmacies, so you will almost always have a higher out-of-pocket expense when you use an Out-of-Network Pharmacy. See Attachment "A" for details.

If your pharmacy's retail price for a drug is less than the Copayment, you will not be required to pay more than that retail price.

You will be required to pay your Copayment or Coinsurance amount to the Network Pharmacy at the time your Prescription is filled.

## **Section 4.03 How to Use Your Prescription Drug Plan**

### **(a) Network Pharmacies**

To identify you as a Covered Person, you will be issued an electronic UC SHIP identification card. The identification card is provided by Anthem Blue Cross and is used for both the Medical Plan and this Prescription Drug Plan. To access your ID card, download the Student Health app from Google Play or the Apple Store and "Register Now".

You must present this card to Network Pharmacies when you have a Prescription filled. Provided you have properly identified yourself as a Covered Person, a Network Pharmacy will only charge your Copayment or Coinsurance amount. For information on how to locate a Network Pharmacy in your area, visit [www.ucop.edu/ucship](http://www.ucop.edu/ucship) or contact Optum Rx, at its website, [Optum Rx.com](http://OptumRx.com) on the Optum Rx mobile app.

Optum Rx also offers a 24/7 call center with representatives to answer your questions. You can reach a representative by calling (844) 265-1879. The mailing address and telephone number are:

Optum Rx  
1600 McConnor Parkway  
Schaumburg, IL 60173-6801  
(844) 265-1879



## **(b) Out-of-Network Pharmacies**

If an Insured Student or Dependent purchases a Prescription Drug from an Out-of-Network Pharmacy, he or she will have to pay the full cost of the drug and submit a claim to the Claims Administrator at:

Optum Rx  
Attn: Manual Claims Dept.  
P. O. Box 968022  
Schaumburg, IL 60196-8022  
(844)-265-1879

Out-of-Network Pharmacies do not have the necessary Prescription Drug claim forms. You must take a claim form with you to an Out-of-Network Pharmacy. Claim forms and customer service are available by contacting the Claims Administrator on its website, [Optum Rx.com](http://Optum Rx.com). Optum Rx also offers a 24/7 call center with representatives to answer your questions. You can reach a representative by calling (844) 265-1879. The mailing address and telephone number are:

Optum Rx  
Attn: Manual Claims Dept.  
P. O. Box 968022  
Schaumburg, IL 60196-8022  
(844)-265-1879

Mail your claim, with the appropriate portion completed by the patient, and the pharmacy receipt to the Claims Administrator within 90 days of the date of purchase. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed.

## **(c) When You Are Out-Of-State or Out of the Country**

If you need to purchase a Prescription Drug outside the state of California, you may locate a Network Pharmacy by contacting Optum Rx, at its website, [Optum Rx.com](http://Optum Rx.com) or the Optum Rx mobile app. Optum Rx also offers a 24/7 call center with representatives to answer your questions. You can reach a representative by calling (844) 265-1879. The mailing address and telephone number are:

Optum Rx  
1600 McConnor Parkway  
Schaumburg, IL 60173-6801  
(844) 265-1879

If you cannot locate a Network Pharmacy in your state or you are outside the United States, you must pay for the drug and submit a claim to the Claims Administrator. (See "Out-of-Network Pharmacies" above.)

#### **(d) Mail Order**

Except as otherwise provided in Attachment “A,” mail service is available to Insured Students and Covered Dependents. On-campus pharmacies that provide mailing services themselves may choose to offer the mail order discounts to their Insured Students. Not all medications are available through the mail service pharmacy.

Except as otherwise provided in Attachment “A,” the Prescription must state the drug name, dosage, directions for use, quantity, the Physician’s name and phone number, the patient’s name and address, and be signed by a Physician. You must submit it with the appropriate payment for the amount of the purchase, and a properly completed order form. You need only pay the cost of your Copayment or Coinsurance amount.

Copayments or Coinsurance payments can be paid by check, money order or credit card. Order forms can be obtained by contacting the Claims Administrator at:

Optum Rx Home Delivery  
P.O. Box 2975  
Mission, KS 66201  
(844)-265-1879

Your first mail service Prescription must also include a completed Patient Profile questionnaire. The Patient Profile questionnaire can be completed by contacting the Claims Administrator at (844) 265-1879 and selecting the Home Delivery option.

#### **Section 4.04 Prescription Drug Formulary**

The Claims Administrator uses a Prescription Drug Formulary to inform your Physician about which Prescription Drugs are covered by the Plan. The presence of a drug on the Plan’s Prescription Drug Formulary list does not guarantee that you will be prescribed that drug by your Physician. This list of outpatient Prescription Drugs is developed by a committee of Physicians and pharmacists to determine which medications are sound, therapeutic and cost-effective choices.

These medications, which include both generic and brand name drugs, are listed in the Prescription Drug Formulary, which can be found at <https://www.ucop.edu/ucship/benefits/my-pharmacy-coverage.html>. Negative formulary changes occur twice a year, on January 1<sup>st</sup> and July 1<sup>st</sup>.

Note: The Formulary drugs may change from time to time. New drugs and changes in the Prescription Drugs covered by the Prescription Drug Plan change periodically. The outpatient Prescription Drugs included on the list of Formulary drugs covered by the Plan is based on recommendations from the Claims Administrator and a review of relevant information, including current medical literature.

## Section 4.05 Prescription Drug Conditions of Service

To be covered, the Prescription Drug must satisfy all of the following requirements:

1. It must be prescribed by a qualified licensed Physician and be dispensed within one year of being prescribed, subject to federal and state laws.
2. It must be approved for general use by the State of California Department of Health Services or the Food and Drug Administration (FDA).
3. The expense must be incurred while you are an Insured Student or covered Dependent under this Plan.
4. It must be a Covered Drug as defined in Section 4.06.
5. It must be Medically Necessary for the direct care and treatment of your illness, injury or condition, or for prevention of an illness or condition. Dietary supplements, health aids or drugs prescribed for cosmetic purposes are not included. However, formulas prescribed by a Physician for the treatment of phenylketonuria are covered.
6. It must be dispensed from a Student Health Services pharmacy, a licensed retail pharmacy or through the Optum Rx mail service program.
7. If it is an approved Compound Medication, it must be dispensed by a qualified Network Pharmacy compliant with applicable compounding rules and regulations. Contact the Claims Administrator at:

Optum Rx  
1600 McConnor Parkway  
Schaumburg, IL 60173-6801  
(844) 265-1879

To find out where to take your Prescription for an approved Compound Medication to be filled. (You can also find a Network Pharmacy at [Optum Rx.com](http://OptumRx.com).)

You will have to pay the full cost of the Compound Medications you get from an Out-of-Network Pharmacy.

8. Your Prescription Drug Plan does not cover drugs dispensed by, or administered to you while you are confined in a hospital, skilled nursing facility, rest home, sanatorium, convalescent hospital, or similar facility. Prescription Drugs that are prescribed by your Physician and purchased at a pharmacy by the Member, or a friend, relative or caregiver on your behalf while you are confined in a rest home, sanatorium, convalescent hospital or similar facility, are covered under this Prescription Drug Plan.
9. For a retail pharmacy, the Prescription must not exceed a 30-day supply unless authorized by the Claims Administrator or Plan Sponsor.
10. For the mail service program, the Prescription must not exceed a 90-day supply unless authorized by the Claims Administrator or Plan Sponsor. If the drugs are obtained

through the mail service program, the Copayment or Coinsurance amount will remain the same as for any other Prescription Drug.

11. The drug will be covered under the Prescription Drug Plan only if it is not covered under the medical benefits of UC SHIP or another Plan. Drugs specifically excluded from pharmacy benefit coverage will not be covered <https://www.ucop.edu/ucship/files/all-campus-files/pharmacy/Optum-Rx-premium-exclusions-july-2020.pdf>.

## **Section 4.06 Covered Drugs**

Covered Drugs include most Prescription Drugs (e.g., federal legend drugs and compounded drugs which are prescribed by a Physician and which require a Prescription either by federal or state law) and certain non-Prescription items.

The following is a list of Prescription and non-Prescription Drugs and supplies which are covered by the Prescription Drug Plan:

1. Outpatient drugs and medications which the law requires be sold only by Prescription.
2. Formulas prescribed by a Physician for the treatment of phenylketonuria. These formulas are subject to the Copayment for Brand Name Prescription Drugs.
3. Insulin.
4. Syringes when dispensed for use with insulin and other self-injectable drugs or medications.
5. FDA approved contraceptives are covered by the Plan when prescribed by a Provider. Oral contraceptives are covered for up to a 180 day supply. Male condoms, contraceptive drugs, devices or generic equivalents approved by the FDA are covered for \$0 copay with a prescription
6. Injectable drugs which are self-administered by the subcutaneous route (under the skin) by the patient, or administered to the patient by a family Member. Drugs with Food and Drug Administration (FDA) labeling for self-administration.
7. Some compound Prescription Drugs which contain at least one covered Prescription ingredient. A Prior Authorization may be required.
8. Diabetic supplies (e.g., test strips and lancets).
9. Inhaler spacers for the treatment of asthma.
10. Immunization Vaccines- doses, recommended ages, and recommended populations vary.
11. Prescribed over-the-counter and prescription drugs or supplies for smoking cessation (e.g., Zyban, Nicotrol Inhaler) are covered. Electronic cigarettes (“e-cigarettes”) are not considered a smoking cessation supply and are specifically excluded from coverage
12. Growth Hormones
13. Abortion Medication/Drugs
14. STI kits: At home STI kits that are FDA approved are covered for \$0 copay with a prescription.

## Section 4.07 Drugs Not Covered

Prescription Drug coverage will not be provided for or in connection with the following:

**Administration/Professional Charges** - Any charge for administering, injecting or dispensing of drugs. While not covered under this Prescription Drug Plan, these services are covered as specified under the “Professional Services” and “Infusion Therapy or Home Infusion Therapy” provisions of UC SHIP, subject to all terms of that Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information.

**Allergy Medications** - Allergy desensitization products or allergy serum. While not covered under the Prescription Drug Plan, such drugs are covered as specified under the “Hospital,” “Skilled Nursing Facility,” and “Professional Services” provisions of UC SHIP, subject to all terms of that Plan that apply to those benefits. See the UC SHIP Benefit Booklet for more information.

**Blood, Blood Plasma, & Biological Sera.** Although excluded from coverage under the Prescription Drug Plan, these items are covered under the “Blood,” “Well Baby and Well Child Care,” and “Preventive Care or Physical Exam,” provisions of UC SHIP, subject to all terms of that Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information.

**Compound Medications** - obtained from other than a qualified Network Pharmacy. You will have to pay the full cost of the Compound Medications you get from an Out-of-Network Pharmacy

**Cosmetic Products and Health and Beauty Aids** - Cosmetic-type drugs including but not limited to:

- Photo-aged skin products such as Renova and Avage.
- Hair growth agents such as Propecia and Vaniqa, eyelash growth stimulants, *e.g.*, Latisse.
- Injectable cosmetics such as Botox.
- Depigmentation products used for skin conditions requiring a bleaching agent.
- Drugs used primarily for cosmetic purposes (*e.g.*, Retin-A for wrinkles). However, this will not apply to the use of this type of drug for Medically Necessary treatment of a medical condition.

Health aids that are Medically Necessary and meet the requirements for durable medical equipment as specified under the “Durable Medical Equipment and Prosthetic Devices” provisions of UC SHIP, may be covered subject to all terms of that Plan that apply to those benefits. See the UC SHIP Benefit Booklet for more information.

### **Diagnostic, Testing & Imaging Supplies.**

**Durable Medical Equipment** - Durable medical equipment, devices, appliances and supplies, even if prescribed by a Physician, except Prescription contraceptive devices as specified under the Prescription Drug Plan. While not covered under the Prescription Drug Plan, these items are covered as specified under the “Durable Medical Equipment and Prosthetic Devices,” “Hearing Aid Services,” and “Diabetes” provisions of UC SHIP, subject to all terms of that Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information.

**Excess Expenses** - Any expense incurred for a drug or medication in excess of the Prescription Drug Maximum Allowed Amount.

**Experimental/Investigational & Non-FDA Approved Drugs** - Drugs labeled "Caution, Limited by Federal Law to Investigational Use" or non-FDA approved investigational drugs. Any drugs or medications prescribed for experimental indications. If you are denied a drug because the Claims Administrator determines that the drug is experimental or investigative, you may appeal the decision by contacting the Claims Administrator.

Appeals must be submitted in writing to:

Optum Rx Member Services

P.O. Box 3410

Lisle, IL 60532-8410

**Fertility Agents** - Drugs used primarily for the purpose of diagnosing or treating infertility. Covered services for Medically Necessary fertility preservation services when a necessary medical treatment may directly or indirectly cause iatrogenic infertility. These medical treatments may include chemotherapy, hormone therapy, radiation, surgery or other medications that are determined to incur the risk of infertility. Please note: Preauthorization through Optum is required, and precertification through Anthem is required for any medical services related to fertility preservation. The maximum lifetime benefit for authorized fertility preservation agents and services under UC SHIP is \$20,000. See UC SHIP Anthem benefit booklet for details.

**Hair Loss Drugs** - see “Cosmetic Products.”

**Hospital** - Drugs and medications dispensed by or while you are confined in a hospital, skilled nursing facility, rest home, sanatorium, convalescent hospital, or similar facility. While not covered under the Prescription Drug Plan, such drugs are covered as specified under the “Hospital,” “Skilled Nursing Facility,” and “Hospice Care,” provisions of UC SHIP, subject to all terms of that Plan that apply to those benefits. See the UC SHIP Benefit Booklet for more information. While you are confined in a rest home, sanatorium, convalescent hospital or similar facility, drugs and medications supplied and administered by your Physician are covered as specified under the “Professional Services” provision of UC SHIP, subject to all terms of that

Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information. Prescription Drugs prescribed by your Physician and purchased at a pharmacy by the Member, or a friend, relative or caregiver on your behalf, while you are confined in a rest home, sanatorium, convalescent hospital or similar facility, are covered under this Prescription Drug Plan.

**Hypodermic Syringes and/or Needles** - except when dispensed for use with insulin and other self-injectable drugs or medications. If not covered under this Prescription Drug Plan, these items are covered under the "Home Health Care," "Hospice Care," "Infusion Therapy or Home Infusion Therapy," and "Diabetes" provisions of UC SHIP, subject to all terms of that Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information.

**Infusion Drugs** – Infusion drugs except drugs that are self-administered subcutaneously (under the skin). While not covered under the Prescription Drug Plan, infusion drugs are covered as specified under the "Professional Services" and "Infusion Therapy or Home Infusion Therapy" provisions of UC SHIP, subject to all terms of that Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information.

**Medical Foods and Herbal Supplements** – Medical foods, herbal supplements, nutritional and dietary supplements. However, formulas prescribed by a Physician for the treatment of phenylketonuria that are obtained from a Pharmacy are covered as specified under **Section 4.06, Covered Drugs**. Special food products that are not available from a pharmacy are covered as specified under the "Special Food Products" provision of UC SHIP, subject to all terms of that Plan that apply to the benefit. See the UC SHIP Benefit Booklet for more information.

**No Charge** - A prescribed drug for which you are not charged, or which may be properly received without charge under a local, state or federal program or for which the cost is recoverable under any workers' compensation or occupational disease law.

**Non-Prescription/Non-Legend Drugs** - A drug or medicine that can legally be bought without a written Prescription. This does not apply to insulin or niacin for cholesterol-lowering. No over-the-counter (OTC) drugs are covered under the Prescription Drug Plan except as otherwise provided and with a Prescription.

**OTC Equivalents** - Products available "over-the-counter" (e.g., without a Prescription) that are identical to Prescription Drugs in active chemical ingredient, dosage form, strength and route of administration. This includes Prescription Drugs with a non-prescription (over-the-counter) chemical and dose equivalent (except insulin), unless the over-the-counter equivalent was tried and was ineffective.

**Outpatient** - Drugs and medications dispensed or administered in an outpatient setting; including, but not limited to, outpatient hospital facilities and Physicians' offices. While not covered under the Prescription Drug Plan, these services are covered as specified under the "Hospital," "Home Health Care," "Hospice Care," and "Infusion Therapy or Home Infusion Therapy" provisions of UC SHIP. See the UC SHIP Benefit Booklet for more information.

**Oxygen** - While not covered under the Prescription Drug Plan, oxygen is covered as specified

under the “Hospital,” “Skilled Nursing Facility,” “Home Health Care” and “Hospice Care” provisions of UC SHIP, subject to all terms of that Plan that apply to those benefits. See the University of California Student Health Insurance Plan (UC SHIP), 2018-19 Plan Year, Anthem Blue Cross Benefit Booklet for more information.

**Unapproved Drugs** - Drugs which have not been approved for general use by the State of California Department of Health Services or the Food and Drug Administration.

**Weight Management Drugs** - Anorexiant and Drugs used for weight loss except when Medically Necessary to treat morbid obesity (e.g., diet pills and appetite suppressants).



## Article V. DEFINITIONS

**Authorized Brand Alternative/Authorized Generic** - refers to a drug that may be marketed by the brand name drug company, or another company with the brand company's permission. They are not true generics and classified as brand drugs by Medi-Span.

**Brand Name Prescription Drug** – means a Prescription Drug that has been patented and is only produced by one manufacturer.

**Claims Administrator** - refers to Optum Rx, LLC, which shall perform all administrative services in connection with this Plan, including the processing of claims.

**Coinsurance** - means your share of the costs of a covered Prescription, calculated as a percent of the Prescription Drug Covered Expense. Coinsurance will be calculated based upon the pricing from a nationally recognized database and shall not include rebates credited to the Plan Sponsor through the pharmacy benefit program.

**Compound Medication** – means a mixture of Prescription Drugs and other ingredients, of which at least one of the components is commercially available as a Prescription product. Compound Medications do not include:

Duplicates of existing products and supplies that are mass-produced by a manufacturer for consumers; or Products lacking a National Drug Code (NDC) number.

**Copayment** - means a fixed dollar amount you pay for a covered Prescription.

**Covered Expense** - means the maximum charge for each covered Prescription that will be reimbursed for each Prescription Drug at a particular pharmacy. It is not necessarily the amount a pharmacy bills for the service.

**Covered Person** - means an Insured Student or Covered Dependent.

**Experimental or Investigational** – means an expense for a treatment, procedure, device or drug that meets one or more of the following criteria:

- It is within research, investigational or experimental stage
- It involves the use of a drug, substance or device that has not been approved by the United States FDA or has been labeled as "Caution: Limited by Federal Law to Investigational Use" or has not successfully completed Stage 3 clinical trials for the intended treatment of disease.

**Formulary** - means a list of pharmaceutical products and other information that reflects the current generally accepted standards of medical practice that has been approved by the Claims Administrator for use by the Prescription Drug Plan.

**Generic Prescription Drug** - means a pharmaceutical equivalent of one or more brand name drugs that have been approved by the Food and Drug Administration as meeting the same standards of safety, purity, strength and effectiveness as the brand name drug.

**Insured Student/Covered Dependent** – is a person who meets the Plan’s eligibility requirements for an eligible student or an eligible dependent, and is enrolled under this Plan. The insured student may elect coverage for his or her eligible dependents. Such requirements are outlined in HOW COVERAGE BEGINS AND ENDS in the UC SHIP Benefit Booklet.

**Medically Necessary** – means health care services, supplies or drugs determined by the Claims Administrator to be necessary for prevention, diagnosis or treatment of an illness, injury, condition, disease or its symptoms; provided for the direct care, treatment or prevention of the medical condition; within standards of accepted medical practice within the organized medical community; not primarily for your convenience, or for the convenience of your Physician or another provider; the most appropriate service, supply or drug which can safely be provided. There must be valid scientific evidence demonstrating that the expected health benefits from the service, supply or drug are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for you with the particular medical condition being treated than other possible alternatives.

**Member** – means the Insured Student or Covered Dependent who is enrolled for benefits under the Prescription Drug Plan.

**Network Pharmacy** – is a pharmacy which has a Network Pharmacy Agreement in effect with Optum Rx, LLC at the time services are rendered.

**Physician** – means a doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is provided; or A provider who is licensed to provide a service where the care is provided if such service would be covered if provided by a Physician described in clause (1) (above) and further provided the service performed is within the scope of the provider’s license and such license is required to render that service.

**Plan** – is the set of benefits described in this Plan Description and in the amendments to this Plan Description. These benefits are subject to the terms and conditions of this Plan Description. If changes are made to the Plan, an amendment or revised Plan Description will be issued to each student affected by the change.

**Plan Sponsor/Plan Administrator** –refers to the Regents of the University of California, the entity which is responsible for the administration of the Prescription Drug Plan.

**Prescription** - means a written order or refill notice issued by a Physician.

**Prescription Drug** – means a drug or medication approved by the California State Department of Health or the Federal Drug Administration for general use by the public and available only by Prescription.

**Prescription Drug Covered Expense** - is the expense you incur for a covered Prescription Drug. It is the lesser of the billed charge or the Prescription Drug Maximum Allowed Amount. Expense is incurred on the date you receive the service or supply.

**Prescription Drug Maximum Allowed Amount** - is the total amount payable under the Plan for any covered drug received from a network or Out-of-Network provider. It is the Claims Administrators' payment toward the covered services billed by the provider combined with any Copayment or Coinsurance.

The Maximum Allowed Amount is determined by the Claims Administrator using Prescription Drug cost information. The Maximum Allowed Amount may vary depending on whether the provider is a Network Provider or Out-of-Network Provider.

You are responsible for any amount above the Maximum Allowed Amount for services provided by an Out-of-Network Provider. The drug cost is subject to change and may affect the Maximum Allowed Amount. You may determine the Prescription Drug Maximum Allowed Amount of a particular drug by contacting the Claims Administrator, Optum Rx, at its website, [Optum Rx.com](http://OptumRx.com) or the Optum Rx mobile app. Optum Rx also offers a 24/7 call center with representatives to answer your questions. You can reach a representative by calling (844) 265-1879. The mailing address and telephone number are:

Optum Rx  
1600 McConnor Parkway  
Schaumburg, IL 60173-6801  
(844) 265-1879

**Prescription Drug Plan** – means the set of benefits described in this Prescription Drug Plan Description and in any amendments to this Plan Description. These benefits are subject to the terms and conditions of this Plan Description and of the Agreement between the Claims Administrator and Plan Sponsor. If changes are made to the Prescription Drug Plan, an amendment or revised Plan Description will be issued to each student affected by the change.

**Prior Authorization**- means the Claims administrator will need to perform a clinical review of some medications to determine if they are medically necessary and appropriate for your situation before they will be covered.

**Step Therapy**- is a type of prior authorization. In most cases, you must first try a less expensive drug on the formulary that has been proven effective before you can try a more expensive drug.

## **Article VI. CLAIMS AND APPEALS**

### **Section 6.01 Grievances Regarding Eligibility**

Grievances relating to eligibility for coverage under the Prescription Drug Plan should be directed to your UC Hastings, in writing, within 60 days of the notification that you are not eligible for coverage. You should include all information and documentation on which your grievance is based. UC Hastings will notify you in writing of its conclusion regarding your eligibility. Your request for review should be submitted to:

Hastings College of Law  
Student Health Services  
200 McAllister, Suite 202  
San Francisco, CA 94102

The decision of the UC SHIP Director will be final.

### **Section 6.02 Grievances Regarding Benefits**

#### **(a) What is a Claim**

A claim is a request for a benefit determination which is made in accordance with the Prescription Drug Plan's procedures. A claim may be submitted by you or your authorized representative. Submit claims to:

Optum Rx  
PO Box 968021  
Schaumburg, IL 60196-8021  
(844) 265-1879

Please note that presentation of a Prescription to a pharmacy or pharmacist does not constitute a claim for benefit coverage. If you present a Prescription to a Network Pharmacy, and the Network Pharmacy indicates your Prescription cannot be filled or requires an additional Copayment or Coinsurance, this is not considered an adverse claim decision. If you want the Prescription filled, you will have to pay either the full cost, or the additional Copayment or Coinsurance, for the Prescription Drug. If you believe you are entitled to some Plan benefits in connection with the Prescription Drug, submit a claim for reimbursement to the Claims Administrator under the procedures herein.

If you submit an incomplete claim form, incomplete receipts or an unsigned claim form, you will be advised within 30 days, or sooner, of the information that is needed to complete the claim request.

#### **(b) When Claims Should Be Filed**

After-purchase claims and claims for coordination of benefits should be filed with the Claims

Administrator within 90 days of the date of purchase. Benefits are based on the Plan's provisions at the time the charges were incurred. The Claims Administrator reserves the right to deny claims that are filed after 365 days from the date of purchase unless you can demonstrate that it was not reasonably possible to submit the claim within the 90-day period.

These claims procedures address the period within which benefit determinations must be decided, not paid. Benefit payments must be made with reasonable periods of time following approval of the claim.

### **(c) Notification of Approval or Denial of an After-Purchase Claim**

You will be notified of the approval or denial of your after-purchase claim within 30 days of submission of a completed claim form. The Claims Administrator may take an additional 15 days additional time upon notice to you.

If the claim is denied, you will be notified of:

- The specific reason or reasons for the adverse determination;
- Reference to the specific Prescription Drug Plan provisions on which the determination is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; and
- A description of the Prescription Drug Plan's review procedures.

### **(d) Appeal Rights**

If you desire to appeal the Claims Administrator's denial of your prior authorization request, or denial of all or part of your after-purchase claim, you will have 180 days from the date you receive notice of this decision to file your appeal. You or your authorized representative may do so by submitting the appeal, along with Physician supporting documentation, if any, to the address and in the form described on the explanation of benefits denying all or a portion of your claim.

Certain criteria were relied upon by the Claims Administrator in determining whether to approve your request. You or your Physician may request a copy of the applicable criteria free of charge by sending a letter to Optum Rx at the address below.

The Claims Administrator understands the importance of your involvement in decisions affecting your health care. The decision to continue with the requested medication is between you and your Physician. If you have additional questions regarding your Prescription Drug benefit, please contact the Claims Administrator's Customer Care Team.

You may contact Optum Rx at its website, Optum Rx.com or the Optum Rx mobile app. Optum Rx also offers a 24/7 call center with representatives to answer your questions. You can reach a representative by calling (844) 265-1879. The mailing address and telephone number are:

Optum Rx  
1600 McConnor Parkway  
Schaumburg, IL 60173-6801  
(844) 265-1879

If your request involves urgent care, you, your authorized representative or your Physician may submit your appeal orally by calling the Claims Administrator's Customer Care Team at (844) 265-1879.

The following is a summary of your appeal rights:

1. Your appeal must be submitted within 180 days from the date you receive a notice of adverse benefit determination that denies benefits for all or part of your claim or denies preauthorization (or, if additional information is being requested as described in the second paragraph below, then within 180 days following the last day on which you are permitted to submit the additional information before your request is denied).
2. You will be allowed an opportunity to submit written comments, documents or other information relating to your claim, and upon request and free of charge, afforded reasonable access to and copies of all documents and other information relevant to your claim.
3. Upon receipt of your appeal request, it will be reviewed in accordance with the claims procedures described herein.
  - a. Non-Urgent Care Request. If your request is not designated by your Physician as being for urgent care, in general, you must be notified of the determination on appeal not later than 30 days after receipt by the Plan of your request for review on appeal.
  - b. Urgent Care Request. If your request is designated as urgent care (as determined by your Physician), you must be notified of the determination not later than 72 hours after receipt of your request for review on appeal.

## **(e) Appeals Procedures**

1. Applicable medical records, including client-specific applicable Plan language, will be forwarded to a reviewer in the clinical department of the Claims Administrator for each case review.
2. All documentation regarding any previous appeal, specific Prescription Drug Plan language, and any other relevant information the reviewer needs to properly evaluate each claim will also be forwarded. The reviewer will notify you of the appeals process, in writing; inform you of the right to submit additional records for review; and provide the name and telephone number of a contact person to answer questions related to the appeal process.
3. The reviewer selected to conduct the review will review the documentation within a reasonable period of time, but no later than sixty (60) days after receiving the case.
4. Should additional information be needed, the reviewer may contact your Physician to request the additional information.
5. The reviewer will review available medical records and any additional information obtained from your Physician and will write a rationale in support of his/her final decision.
6. The final decision of the reviewer may affirm the Claims Administrator's determination in full (Deny Coverage), may reverse the Claims Administrator's determination in full (Approve Coverage), or may affirm the Claims Administrator's determination in part and reverse it in part (Modify Coverage).
7. A letter will be sent by the reviewer to you with a copy to the Claims Administrator, the patient (if someone other than you), and/or the attending Physician. The letter will include the final internal appeal decision, the reasons for the final decision, discussion, references to the Prescription Drug Plan provisions on which the decision is based, and a statement indicating that this is the final internal appeal decision. In addition to the letter, the Claims Administrator will receive a copy of the actual case review done by the reviewer.

## **(f) Independent External Review Procedures**

You may request an independent external review of a final internal adverse benefit determination. The external review is subject to the following procedures and deadlines:

- You must submit a request for an external review within the four (4) month period after receipt of the notice of denial.
- A preliminary review determination will be made within five (5) business days following receipt of the external review request.
- You will be notified of the preliminary review determination within one (1) business day after completion of the preliminary review.
- In the event it is determined that the request for external review is incomplete, you will have the remainder of the four-month filing period to perfect the request or, if later, 48 hours following receipt of notice.
- The independent reviewer will notify you of acceptance for review, and deadline for submissions of additional information in a timely manner.
- The reviewer will be provided with documents and information considered in making its benefits determination within five (5) business days of assignment to the reviewer.
- You must submit additional information within ten (10) business days following receipt of notice from the reviewer.
- The reviewer shall forward to the Claims Administrator any additional information submitted by you within one (1) business day of receipt.
- In the event the Claims Administrator reverses its denial, it must provide notice to you and reviewer within one (1) business day of receipt.
- The reviewer must render a decision within 45 days of receipt of the request for review.

## **(g) Expedited External Review**

External review procedures may be expedited for cases where completion of an expedited internal appeal would seriously jeopardize the life or health of the patient or would jeopardize his or her ability to regain maximum function, a hospital or facility admission, availability of care, continued stay, or health care item or service for which he or she received Emergency Services, but has not been discharged from a facility. For an expedited review, the reviewer must provide notice of the final external review decision as expeditiously as the patient's medical condition or circumstances require, but in no event more than 72 hours after the reviewer receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that non-written notice, the reviewer will provide written confirmation of the decision.



## **Article VII. GENERAL PROVISIONS**

### **Section 7.01 Entire Plan**

This Plan Description document constitutes the entire Prescription Drug Plan.

### **Section 7.02 Amendment and Termination**

The Plan may be amended, modified, restated, or terminated at any time by the Plan Sponsor by duly adopted resolution of its governing body or written action of such governing body's duly authorized delegate.

### **Section 7.03 Applicable Law and Severability**

This Plan shall be construed in accordance with the laws of the State of California. All provisions herein shall be administered according to, and their validity shall be determined under, the laws of the State of California to the extent that such laws are not inconsistent with or preempted by Federal law.

If any provision of this Plan Description is contrary to any law to which it is subject, such provision is hereby amended to conform thereto.

In the event that any section of this Plan is considered invalid or illegal for any reason, the invalidity or illegality shall not affect the remaining sections of this Plan Description. The sections and sub-sections of this Plan Description shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan Description.

### **Section 7.04 Recovery of Overpayments**

Whenever payments have been made by the Claims Administrator, at any time, for a covered Prescription Drug in a total amount in excess of the maximum amount of payment necessary, the Claims Administrator will have the right to recover these payments, to the extent of the excess, from the individual to whom, or with respect to whom, these payments have been made.

### **Section 7.05 Benefits Not Subject to Assignment or Alienation**

Except as provided below, no benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Claims Administrator shall find that such an attempt has been made with respect to any payment due, or to become due, to any Member, the Plan Sponsor may, in its sole discretion, terminate the interest of such Member or former Member in such payment to or for the benefit of such individual, as the Claims Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment.

Notwithstanding the above, Plan benefits may be assigned to providers of pharmacy benefits under this Prescription Drug Plan.

### **Section 7.06 Free Choice of Provider**

This Plan in no way interferes with your right as a Member entitled to Pharmacy Drug benefits to select a pharmacy. You may choose any pharmacy that holds a valid license. You may also choose any Prescription provider which provides benefits under the Prescription Drug Plan and is properly licensed according to appropriate state and local laws. However, your choice may affect the benefits payable according to this Plan.

### **Section 7.07 Payments to Providers**

The benefits of this Plan will be paid directly to Network Pharmacies. If you receive services from Non- network Pharmacies, you will be responsible for payment to the Pharmacy. Payment will be made directly to you after you submit a valid claim to the Claims Administrator. In some cases an Out-of-Network Pharmacy may be willing to submit your claims to the Claims Administrator, in which case you will have to sign a statement assigning benefits to the Pharmacy. These payments will fulfill the Plan's obligation to you for those covered services.

### **Section 7.08 Renewal Provisions**

The Plan is subject to renewal at certain intervals. The required premium or other terms of the Plan may be changed from time to time.

**SCHEDULE OF CO-PAYMENTS AND COINSURANCE  
UC HASTINGS COLLEGE OF THE LAW**

**RETAIL OPTION**

**Insured students and covered dependents—RETAIL**

<b>30-Day Supply Option<sup>1</sup></b>	<b>Network Pharmacy</b>	<b>Out-of-Network Pharmacy</b>
Generic Drug	\$5	\$5 + costs in excess of the Prescription Drug Maximum Allowed
Preferred Brand Name Drugs	\$25	\$25+ costs in excess of the Prescription Drug Maximum Allowed
Non-Preferred Brand Name Drugs	\$40	\$40 + costs in excess of the Prescription Drug Maximum Allowed
Compound Medications <sup>2</sup>	\$40	\$40 + costs in excess of the Prescription Drug Maximum Allowed
FDA-Approved Generic contraceptives	No charge	Costs in excess of the Prescription Drug Maximum Allowed Amount
Preferred Brand Name contraceptives	\$25	\$25 + costs in excess of the Prescription Drug Maximum Allowed
Non-Preferred Brand Name contraceptives	\$40	\$40 + costs in excess of the Prescription Drug Maximum Allowed
Specialty Medications	\$40	\$40 + costs in excess of the Prescription Drug Maximum Allowed

- To use the 30-Day Supply Option, an Insured Student or Covered Dependent takes his or her drug ID card to a Network Pharmacy to fill his or her prescription order.
- **Exclusions:** Medications may be excluded from coverage under your pharmacy benefit when it works the same as or similar to another prescription medication or an over-the-counter (OTC) medication. There may be other medication options available <https://www.ucop.edu/ucship/files/all-campus-files/pharmacy/Optum Rx-premium-exclusions-july-2020.pdf>
- **Compound Medications:** Due to the drugs used and complexity of the medication, some compound medications may not be covered. When covered, the applicable Non-Preferred Brand Name Drug Copayment amount will apply.
- Based on our clinical review and the U.S. Preventive Services Task Force’s (USPSTF) final recommendation statement on the prevention of HIV infection using preexposure prophylaxis (PrEP), Optum Rx’s policy position is that Truvada®, generic tenofovir disoproxil fumarate, and Descovy be made available to members at zero cost-share when used for PrEP. Descovy coverage at \$0 cost-share will apply with intolerance or contraindication to Truvada.

Maximum Medical and Prescription Drug Out –of –Pocket Amount	\$2,000 individual/ \$6,000 family	\$6,000 individual/ \$12,000 family
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**PHARMACY\* OPTION**

**Insured students – STUDENT HEALTH SERVICES PHARMACY**

<b>30-Day Supply Option</b>	<b>SHC Pharmacy</b>
Generic drug	\$5
Preferred brand-name drugs	\$25
Non-preferred brand-name drugs	\$40
Specialty medications	\$40
FDA-approved generic contraceptives	No charge
Preferred brand-name contraceptives	\$25
Non-preferred brand-name contraceptives	\$40

\*UC Hastings does not have a pharmacy on site.

## MAIL ORDER OPTION

Notwithstanding any provision of the University of California Student Health Insurance Prescription Drug Plan to the contrary, the following provisions apply to the Mail Order Option.

- Mail order service is available to Insured Students and Covered Dependents. Not all medications are available through the mail service pharmacy.
- The prescription must state the drug name, dosage, directions for use, quantity, the Physician’s name and phone number, the patient's name and address, and be signed by a Physician.
- You must submit it with the appropriate payment for the amount of the purchase, and a properly completed order form. You need only pay the cost of your Co-Payment or Coinsurance amount.
- Your first mail service Prescription must also include a completed Patient Profile questionnaire. The Patient Profile questionnaire can be completed by contacting the Claims Administrator at (844) 265-1879 and selecting the Home Delivery option.
- You need only enclose the prescription or refill notice, and the appropriate payment for any subsequent mail service prescriptions, or call the toll-free number. Co-Payments or Coinsurance payments can be paid by check, money order or credit card.

Order forms can be obtained by contacting:

Optum Rx Home Delivery  
 PO BOX 2975  
 Mission, KS 66201  
 (844)-265-1879

### Insured students and covered dependents—MAIL ORDER

90-Day Supply Option	Mail Order
Generic Drug	\$5
Preferred Brand Name Drugs	\$25
Non-Preferred Brand Name Drugs	\$40
FDA-Approved Generic contraceptives	No charge
Preferred Brand Name contraceptives.	\$25
Non-Preferred Brand Name contraceptives.	\$40