



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

Effective August 1, 2013

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Article I. INTRODUCTION

Section 1.01 About this Plan Description

This Plan Description provides a complete explanation of the University of California Student Health Insurance Plan (UC SHIP) Prescription Drug Plan ("Prescription Drug 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 Ventegra, LLC (Ventegra), which acts as the Claims Administrator. For questions or more information, you may call the Ventegra Customer Care Team Monday – Friday 7:00am – 9:00 pm, and Saturday 7:00am to 7:00pm at (877) 867-0943 or email customercare@ventegra.net. The mailing address and telephone number are:

Ventegra, LLC
450 North Brand Boulevard Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

Ventegra 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 benefit year, the period of coverage (or coverage period) and the Plan year shall be as defined by and coincide with those periods as specified in the UC SHIP Benefit Booklet, including any amendments thereto. The Prescription Drug Plan is effective as of August 1, 2013.

Article II. IMPORTANT NOTICES

Section 2.01 Binding Arbitration

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this Prescription Drug Plan or breach or rescission thereof, or in relation to care or delivery of care, including any claim based on contract, tort, or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute or claim within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act will govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate will apply.

The Member, the Claims Administrator and the Plan Administrator agree to be bound by this Binding Arbitration provision and acknowledge that they are each giving up their right to a trial by court or jury.

The Member, the Claims Administrator and the Plan Administrator agree to give up the right to participate in class arbitration against each other. Even if applicable law permits class arbitration, the Member waives any right to pursue, on a class basis, any such controversy or claim against the Claims Administrator and/or the Plan Administrator and the Claims Administrator and the Plan Administrator waives any right to pursue on a class basis any such controversy or claim against the Member.

The arbitration findings will be final and binding except to the extent that state or Federal law provides for the judicial review of arbitration proceedings.

The arbitration is begun by the Member making written demand on the Claims Administrator. The arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") according to its applicable Rules and Procedures. If, for any reason, JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by mutual agreement of the Member and the Claims Administrator, or by order of the court, if the Member and the Claims Administrator cannot agree. The arbitration will be held at a time and location mutually agreeable to the Member and the Claims Administrator.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs typically will be shared equally by the parties.

Section 2.02 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 Student Health Services and UC SHIP operations. Unless allowed by law, your health information cannot be disclosed to anyone for any other purpose without your written authorization.

Comments or concerns about privacy issues may be sent to ucshipprivacy@ucop.edu. UC SHIP privacy policies are available online. Click to the UC SHIP home page from www.ucop.edu/ucship.

Section 2.03 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, 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—Insured 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 under UC SHIP.

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 periods of coverage under the Prescription Drug Plan are governed by the corresponding start date of-at the Insured Student’s specific campus for the period of coverage under the UC SHIP medical Plan at that campus.

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, a retail program with participating retail pharmacies ("Participating Pharmacy"), non-participating retail pharmacies (students only) and, where available, a mail order option. A "Participating Pharmacy" has a contract with the Claims Administrator to dispense drugs to Insured Students and insured Dependents. A "Non-Participating 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 a Non-Participating 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 a Non-Participating Pharmacy is not covered.

You may avoid higher out-of-pocket expenses by choosing a Student Health Services pharmacy, where available, or a Participating 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.

Insured Dependents must use a Participating Pharmacy. Prescription Drugs are not covered for Insured Dependents at Non-Participating Pharmacies.

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 Maximum Allowed Amount for the covered services of a Participating Pharmacy.

When the Claims Administrator receives a claim for drugs supplied by a Non-Participating Pharmacy, they first subtract any expense which is not covered under this Prescription Drug Plan, and then any expense exceeding the Prescription 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 a Non-Participating Pharmacy in excess of the Maximum Allowed Amount.

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

Section 4.01 Co-Payments and Coinsurance

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

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 Co-Payments and Coinsurance amounts are set forth in Section 4.02 and Attachment “A.”

Section 4.02 Schedule of Prescription Drug Co-Payments and Coinsurance

Effective August 1, 2013, there is no annual dollar limit on Prescription drug benefits.

See Attachment “A” for the Schedule of Co-Payments and Coinsurance.

The Claims Administrator maintains a Prescription drug Formulary, which is a list of outpatient Prescription Drugs. Your Co-Payment amount for non-Formulary drugs is higher than for Formulary drugs. A list of Formulary drugs can be found on the Plan Sponsor’s website at www.ucop.edu/ucship.

Prescription drug Covered Expense for Non-Participating Pharmacies is significantly lower than for Participating Pharmacies, so you will almost always have a higher out-of-pocket expense when you use a Non-Participating Pharmacy. See Attachment “A” for details.

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

You will be required to pay your Co-Payment or Coinsurance amount to the Participating Pharmacy at the time your Prescription is filled.

Section 4.03 How To Use Your Prescription Drug Plan

(a) Participating Pharmacies

To identify you as a Covered Person, you will be issued a 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. You must present this card to Participating Pharmacies when you have a Prescription filled. Provided you have properly identified yourself as a Covered Person, a Participating Pharmacy will only charge your Co-Payment or Coinsurance amount. For information on how to locate a Participating Pharmacy in your area, visit www.ucop.edu/ucship or contact the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

(b) Non-Participating Pharmacies

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

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

Non-Participating Pharmacies do not have the necessary Prescription Drug claim forms. You must take a claim form with you to a Non-Participating Pharmacy. Claim forms and customer service are available by contacting the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

Note that insured Dependents must purchase their Prescription Drugs at Participating Pharmacies; Prescription Drugs obtained at Non-Participating Pharmacies are not covered.

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 Participating Pharmacy by contacting the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

If you cannot locate a Participating 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 " Non-Participating Pharmacies" above.)

(d) Mail Order

Except as otherwise provided in Attachment "A," mail service is available to Insured Students and insured Dependents whose campuses do not have a pharmacy within their Student Health Services. 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 Co-Payment or Coinsurance amount.

Your first mail service Prescription must also include a completed Patient Profile questionnaire. The Patient Profile questionnaire can be obtained from the UC SHIP website at www.ucop.edu/ucship or by contacting the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

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 at www.ucop.edu/ucship or by contacting the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

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 www.ucop.edu/ucship. The committee updates the Formulary quarterly to ensure that the list includes drugs that are safe and effective.

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 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 Ventegra mail service program.
7. If it is an approved Compound Medication, it must be dispensed by a qualified Participating Pharmacy compliant with applicable compounding rules and regulations. Contact the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

to find out where to take your Prescription for an approved Compound Medication to be filled. (You can also find a Participating Pharmacy at www.ucop.edu/ucship).

You will have to pay the full cost of the Compound Medications you get from a pharmacy that is a Non-Participating 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 Co-Payment 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.

Section 4.06 Covered Drugs

Covered Drugs include most Prescription Drugs (i.e., 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 Co-Payment for Brand Name Prescription Drugs.
3. Insulin.
4. Syringes when dispensed for use with insulin and other self-injectable drugs or medications.
5. Prescription oral contraceptives; oral, transdermal patch (i.e. Ortho-Evra), intra vaginal ring (i.e. Nuvaring), and diaphragms.
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. All compound Prescription Drugs which contain at least one covered Prescription ingredient.
8. Diabetic supplies (i.e. test strips and lancets).
9. Inhaler spacers and peak flow meters for the treatment of pediatric asthma.
10. Any type of drug or supply for smoking cessation (e.g., Zyban, Nicotrol Inhaler). Electronic cigarettes ("e-cigarettes") are not considered a smoking cessation supply and are specifically excluded from coverage.

Section 4.07 Drugs Not Covered

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

Abortion Drugs - Drugs and medications used to induce spontaneous and non-spontaneous abortions. While not covered under this Prescription Drug Plan, FDA approved medications that may only be dispensed by or under direct supervision of a Physician, such as drugs and medications used to induce non-spontaneous abortions, are covered as specifically stated in

the “Prescription Drug for Abortion” 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.

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, Immunizing Agents & Biological Sera. Although excluded from coverage of 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 Participating Pharmacy. You will have to pay the full cost of the Compound Medications you get from a Non-Participating or non-qualified 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 *i.e.* 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 other than one that is cosmetic.

However, 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, 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 calling the Claims Administrator at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

Fertility Agents - Drugs used primarily for the purpose of diagnosing or treating infertility.

Lifestyle Medication- Drugs or supplies used to treat impotence and sexual dysfunction, unless Medically Necessary for another covered condition.

Hair Loss Drugs - see “Cosmetic Products.”

Homeopathic Drugs.

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” (i.e., 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), August 1, 2013, Prudent Buyer Plan 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

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

Claims Administrator - refers to Ventegra, 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:

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

Co-Payment - 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.

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.

Covered Person - means an Insured Student or covered Dependent.

Formulary - means a list of pharmaceutical products and other information that reflects the current generally accepted standards of medical practice and 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 and must be 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/Insured 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.

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.

Participating Pharmacy – is a pharmacy which has a Participating Pharmacy Agreement in effect with Ventegra, LLC at the time services are rendered.

Physician - means

1. 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
2. A provider who is licensed to practice where the care is provided, is rendering a service within the scope of that license, and such license is required to render that service, is providing a service for which benefits are specified in this booklet, and when benefits would be provided if the services were provided by a Physician as defined above.

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 participating or non-participating provider. It is the Claims Administrators' payment toward the covered services billed by the provider combined with any Co-Payment 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 Participating Provider or Non-Participating Provider. You are responsible for any amount above the Maximum Allowed Amount for services provided by a Non-Participating 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 at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

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

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 campus Student Health Services, 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. The Student Health Services will notify you in writing of its conclusion regarding your eligibility. If the Student Health Services confirm the determination that you are ineligible, you may request, in writing, that the systemwide UC Student Health Insurance Plan (UC SHIP) office review this decision. Your request for review should be sent within 60 days after receipt of the notice from the Student Health Services confirming your ineligibility and should include all information and documentation relevant to your grievance. Your request for review should be directed to:

University of California Student Health Insurance Plan
Risk Services
1111 Franklin Street, 10th Floor
Oakland, CA 94607

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:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

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 Participating Pharmacy, and the Participating Pharmacy indicates your Prescription cannot be filled or requires an additional Co-Payment 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 Co-Payment 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 (and sooner if reasonably possible) 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 Ventegra, LLC 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 call the Claims Administrator's Customer Care Team at:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 9120
Telephone: 877-867-0943

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 877-867-0943.

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 Program 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, will review 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.

(h) Your Right to Commence Arbitration

Following a continued denial of your request for coverage after exhaustion of the mandatory appeals process described in the Plan and, if filed timely, the external review, you have a right to commence arbitration, as set forth herein, provided that such arbitration action is filed within one year of the date of receipt of the denial on the appeal, and you have complied with all time limits and other requirements specified herein.

Article VII. GENERAL PROVISIONS

Section 7.01 Entire Plan

This Program Plan document/summary description 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 Program 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, said invalidity or illegality shall not affect the remaining sections of this Plan document/summary description. The sections and sub-sections of this Plan document/summary 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.

Section 7.04 Recovery of Overpayments

Whenever payments have been made by the Claims Administrator, at any time, for a Covered Prescription 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 Indemnification

Except as provided under California law, no director, officer or employee of the Plan Sponsor or Plan Administrator shall incur any personal liability for the breach of any responsibility, obligation or duty in connection with any act done or omitted to be done in good faith in the administration or management of this Plan and shall be indemnified and held harmless by the Plan Sponsor from and against any such personal liability, including all expenses reasonably incurred in their defense if the Sponsor fails to provide such defense.

The Plan Sponsor may purchase insurance to cover the exposure of its directors, officers and employees by reason of such right or recourse.

Section 7.06 Benefits Not Subject to Assignment or Alienation

No benefit payment under this Program 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 7.07 Independent Contractors

The Claims Administrators' relationship with participating pharmacies is that of an independent contractor. Physicians and other healthcare professionals are not the Claims Administrators' agents nor is the Claims Administrator, or any other employees of the Claims Administrator, or an employee or agent of any Hospital, medical group or provider of any type.

Section 7.08 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 7.09 Payments to Providers

The benefits of this Plan will be paid directly to Participating Pharmacies. If you receive services from Non-participating Pharmacies, you will be responsible for payment to the Pharmacy. Payment will be made directly to the student after the student submits a valid claim to the Claims Administrator. In some cases a Non-Participating Pharmacy may be willing to submit claims on behalf of the Member to the Claims Administrator, in which case the student would 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 7.10 Liability to Pay Providers

In the event that the Plan does not pay a provider who has provided benefits to you, you will be required to pay that provider any amount not paid to them by the Plan.

Section 7.11 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.

ATTACHMENT “A”—SCHEDULE OF CO-PAYMENTS AND COINSURANCE UC MERCED

UC Merced does not have an on-site pharmacy; therefore the Student Health Services pharmacy benefit is deleted and is of no effect. Any reference to the Student Health Services pharmacy(ies) throughout the UC SHIP Pharmacy Plan Description is deleted and is of no further effect. The UC Merced Student Health Services has a limited number of available medications. Please use a retail pharmacy, and a Mail Order Option is available.

RETAIL OPTION

SCHEDULE OF CO-PAYMENTS—INSURED STUDENTS—RETAIL

30-Day Supply Option	Participating Pharmacy	Non-Participating Pharmacies
Generic Drug	\$5	\$5 + costs in excess of the Prescription Drug Maximum Amount Allowed
Formulary Brand Name Drugs	\$25	\$25 + costs in excess of the Prescription Drug Maximum Amount Allowed
Non-Formulary Brand Name Drugs	\$40	\$40 + costs in excess of the Prescription Drug Maximum Amount Allowed
Compound Medications	\$40*	\$40 + costs in excess of the Prescription Drug Maximum Amount Allowed*
FDA-Approved Generic contraceptives	No charge	Costs in excess of the Prescription Drug Maximum Amount Allowed
FDA-Approved Brand-Name contraceptives (Formulary and Non-Formulary) when no generic equivalent is available	No charge	Costs in excess of the Prescription Drug Maximum Amount Allowed
Formulary Brand Name contraceptives when a generic equivalent is available	\$25	\$25 + costs in excess of the Prescription Drug Maximum Amount Allowed

30-Day Supply Option	Participating Pharmacy	Non-Participating Pharmacies
Non-Formulary Brand Name contraceptives when a generic equivalent is available	\$40	\$40 + costs in excess of the Prescription Drug Maximum Amount Allowed
Note: <ul style="list-style-type: none"> To use the 30-Day Supply Option, an Insured Student takes his drug ID card to a Participating Pharmacy to fill his prescription order. * Compound Medications: Due to the drugs used and complexity of the medication, some compound medications may not be covered. When covered, the applicable Non-Formulary Brand Name Drug Co-Payment amount will apply. 		

SCHEDULE OF CO-PAYMENTS AND COINSURANCE—INSURED DEPENDENTS—RETAIL

30-Day Supply Option	Participating Pharmacy	Non-Participating Pharmacies
Generic Drug	\$5	Not covered
Formulary Brand Name Drugs	30%	Not covered
Non-Formulary Brand Name Drugs	30%	Not covered
Compound Medications	30%*	Not covered
FDA-Approved Generic contraceptives	No charge	Not covered
FDA-Approved Brand-Name contraceptives (Formulary and Non-Formulary) when no generic equivalent is available	No charge	Not covered
Formulary Brand Name contraceptives when a generic equivalent is available	30%	Not covered
Non-Formulary Brand Name contraceptives when a generic equivalent is available	30%	Not covered
Note: <ul style="list-style-type: none"> To use the 30-Day Supply Option, an Insured Dependent takes his drug ID card to a Participating Pharmacy to fill his prescription order. * Compound Medications: Due to the drugs used and complexity of the medication, some compound medications may not be covered. When covered, the applicable Non-Formulary Brand Name Drug Coinsurance amount will apply. 		

MAIL ORDER OPTION

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

Mail order service is available to Insured Students and Insured 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 Form. The Patient Profile Form can be obtained by calling the toll-free number below.

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:

Ventegra, LLC
450 North Brand Boulevard, Suite 600
Glendale, CA 91203
Telephone: 877-867-0943

SCHEDULE OF CO-PAYMENTS INSURED STUDENTS-- MAIL ORDER

90-Day Supply Option	Mail Order
Generic Drug	\$15
Formulary Brand Name Drugs	\$75
Non-Formulary Brand Name Drugs	\$120
FDA-Approved Generic contraceptives	No charge
FDA-Approved Brand-Name contraceptives (Formulary and Non-Formulary) when no generic equivalent is available	No charge
Formulary Brand Name contraceptives when a generic equivalent is available	\$75
Non-Formulary Brand Name contraceptives when a generic equivalent is available	\$120

SCHEDULE OF CO-PAYMENTS AND COINSURANCE--INSURED DEPENDENTS--MAIL ORDER

90-Day Supply Option	Mail Order
Generic Drug	\$15
Formulary Brand Name Drugs	30%
Non-Formulary Brand Name Drugs	30%
FDA-Approved Generic contraceptives	No charge
FDA-Approved Brand-Name contraceptives (Formulary and Non-Formulary) when no generic equivalent is available	No charge
Formulary Brand Name contraceptives when a generic equivalent is available	30%
Non-Formulary Brand Name contraceptives when a generic equivalent is available	30%