SUMMARY PLAN DESCRIPTION

LIVINGWELL CDHP
PRESCRIPTION DRUG PLAN

Sponsored by the
Commonwealth of Kentucky

EFFECTIVE JANUARY 1, 2020
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1. **Proper Name of Plan:** Public Employee Health Insurance Program  
   **Common Name of Plan:** Kentucky Employees’ Health Plan (KEHP)

2. **Plan Sponsor and Employer:**  
   Commonwealth of Kentucky  
   Personnel Cabinet  
   501 High Street, Second Floor  
   Frankfort, KY 40601  
   (502) 564-0358

3. **Plan Administrator:**  
   Commonwealth of Kentucky  
   Personnel Cabinet, Department of Employee Insurance  
   501 High Street, Second Floor  
   Frankfort, KY 40601  
   (502) 564-0358

4. **Employer Identification Number:** 61-0600439

5. The public employee health insurance trust fund is established in the Commonwealth of Kentucky’s Personnel Cabinet. The purpose of the public employee health insurance trust fund is to provide funds to pay health insurance claims and other costs associated with the administration of the Public Employee Health Insurance Program self-insured plan.

6. The Plan provides *prescription* drug benefits for participating *employees* and their enrolled *dependents*.

7. Plan benefits described in this booklet are effective January 1, 2020

8. The *plan year* is January 1 through December 31 of each year.

9. Service of legal process may be served upon the Plan Administrator as shown above or the following agent for service of legal process:
   Commonwealth of Kentucky  
   Personnel Cabinet, Office of Legal Services  
   501 High Street, Third Floor  
   Frankfort, KY 40601  
   (502) 564-7430
10. The Plan Manager is responsible for performing certain delegated administrative duties, including the processing of prescription drug benefit claims. The Plan Manager for prescription drug benefits is:

   CVS/Caremark  
   PO Box 6590  
   Lees Summit, MO 64064-6590  
   Telephone: 866-601-6934

11. This is a self-insured prescription benefit plan. The cost of the Plan is paid with contributions shared by the employer and employee. Benefits under the Plan are provided from the general assets of the employer and are used to fund payment of covered claims under the Plan plus administrative expenses.

12. Each employee of the employer who participates in the Plan has access to a Summary Plan Description (SPD), which is this guide. This SPD presents an overview of your prescription drug benefits, provisions, and programs offered by the Plan. Covered services are subject to all provisions of the Plan, including any limitations and exclusions. Please read this SPD carefully.

13. This SPD will be available through the Kentucky Employees’ Health Plan’s website at kehp.ky.gov. It contains information regarding the prescription benefits provided and other general Plan information. For information regarding medical benefits, please refer to the Medical Benefit Booklet for your specific benefit plan.

14. This Plan only reflects your prescription drug benefit plan. This SPD should be read in conjunction with your applicable medical plan SPD.

15. The Plan benefits and/or contributions may be modified or amended from time to time, or may be terminated at any time by the Plan Sponsor. Significant changes to the Plan, including termination, will be communicated to members as required by applicable law.

16. Upon termination of the Plan, the members’ rights to benefits are limited to claims incurred and payable by the Plan up to the date of termination. Plan assets, if any, will be allocated and disposed of for the exclusive benefit of the participating employees and their dependents covered by the Plan, except that any taxes and administration expenses may be made from the Plan assets.

17. The Plan does not constitute a contract between the employer and any employee and will not be considered as an inducement or condition of the employment of any employee. Nothing in the Plan will give any employee the right to be retained in the service of the employer, or prevent the employer from discharging an employee.

18. This Plan is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

19. This Plan is included in the Commonwealth of Kentucky Flexible Benefits Plan, a cafeteria plan created pursuant to the Internal Revenue Code, Section 125. In the event of any discrepancy between this SPD and the official Plan Document, the Plan Document shall govern.
DEFINED TERMS

Italicized terms throughout this SPD are defined in the Definitions section at the end of this SPD. An italicized word may have a different meaning in the context of this SPD than it does in general usage. Referring to the Definitions section as you read through this document will help you have a clearer understanding of this SPD.

NOTICE OF AVAILABLITY OF SUMMARY OF BENEFITS AND COVERAGE (SBC)

Under the Affordable Care Act, group health plans must provide clear, consistent and comparable information about health plan benefits and coverage to plan participants and new enrollees. The SBC is available on KEHP’s website to all applicants (at the time of application) and enrollees at initial enrollment and annual enrollment. For more information please contact the Department of Employee Insurance, Member Services Branch at (502) 564-6534 or (888) 581-8834 or kehp.ky.gov.
SCHEDULE OF BENEFITS

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<tr>
<th></th>
<th>In-network</th>
<th>Out-of-network</th>
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<tr>
<td><strong>Member Responsibility</strong></td>
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<tr>
<td>Tier 1 – Generic</td>
<td>15% after Deductible</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Tier 2 – Advanced Control Formulary Brand</td>
<td>15% after Deductible</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Tier 3 – Advanced Control Non-Formulary Brand</td>
<td>15% after Deductible</td>
<td>40% after Deductible</td>
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Prescription Drug Maximum Supply is 30 days

MAINTENANCE DRUG BENEFIT FROM MAIL ORDER AND RETAIL PHARMACY

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Mail Order Maintenance and Retail Maintenance Prescription Drug Maximum is 90 days

VALUE BENEFIT FOR DIABETES, COPD, AND ASTHMA

Diabetes, Chronic Obstructive Pulmonary Disease (COPD), and Asthma can cause serious health complications to our members. These conditions are some of KEHP’s highest cost medical conditions, but they can often be controlled with regular doctor visits and proper medication adherence. KEHP cares about you and is offering assistance to help you control your condition(s). If you have diabetes, COPD or asthma, you will pay reduced copays and coinsurance, with no deductible for most all maintenance diabetes, COPD, and asthma prescriptions and supplies.

VALUE BENEFIT SCHEDULE OF BENEFITS

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<td>Not Covered</td>
</tr>
<tr>
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<td>10% no Deductible</td>
<td>Not Covered</td>
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<td>Tier 3 – Advanced Control Non-Formulary Brand</td>
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<td>Not Covered</td>
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Prescription Drug Maximum Supply is 30 days

VALUE BENEFIT SCHEDULE OF BENEFITS

for MAINTENANCE DRUG BENEFITS FROM MAIL ORDER AND RETAIL PHARMACY

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<td>10% no Deductible</td>
<td>Not Covered</td>
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Mail Order Maintenance and Retail Maintenance Prescription Drug Maximum is 90 days

Coinsurance amounts paid under the Value Benefit are not applied to the medical deductible but are
applied to the annual out-of-pocket maximum.

Maintenance Value Benefit prescriptions and supplies must be a covered prescription on the maintenance drug list. See below for more information regarding Maintenance Drugs, or visit the Plan Manager’s website at www.caremark.com.

<table>
<thead>
<tr>
<th>Health Reimbursement Arrangement</th>
<th>In-Network</th>
<th>Out-of-Network</th>
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<tbody>
<tr>
<td></td>
<td>Single $500; Family $1,000</td>
<td></td>
</tr>
<tr>
<td>Annual Deductible</td>
<td>Single $1,500</td>
<td>Single $2,750</td>
</tr>
<tr>
<td>Applies to both medical &amp; prescription benefits</td>
<td>Family $2,750</td>
<td>Family $5,250</td>
</tr>
<tr>
<td>Annual Out-of-Pocket Maximum</td>
<td>Single $3,000</td>
<td>Single $5,750</td>
</tr>
<tr>
<td>Combined with medical benefits</td>
<td>Family $5,750</td>
<td>Family $11,250</td>
</tr>
<tr>
<td>Co-Insurance</td>
<td>Plan: 85%</td>
<td>Plan: 60%</td>
</tr>
<tr>
<td></td>
<td>Member: 15%</td>
<td>Member: 40%</td>
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</tbody>
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**PRESCRIPTION DRUG COST SHARING**

*Prescription* drug benefits are payable for covered *prescription expenses incurred by you and your covered dependents*. Benefits for expenses incurred at a *pharmacy* are payable as shown on the Schedule of Benefits.

You are responsible for payment of:
- The *coinsurance*;
- The *deductible*, except the Diabetes, COPD and Asthma Value Benefit and the *Preventive Therapy Drug Benefit*;
- The cost of any medication not covered under the *prescription* drug benefit; and
- The cost of any quantity of medication dispensed in excess of the day supply noted on the Schedule of Benefits.

If the dispensing *pharmacy*’s charge is less than the *coinsurance*, you will be responsible for the lesser amount. The amount paid by the Plan Manager to the dispensing pharmacy may not reflect the ultimate cost to the Plan Manager for the drug. *Your coinsurance* is made on a per *prescription* or refill basis and will not be adjusted if the Plan Manager or your employer receives any retrospective discounts or *prescription* drug rebates. *Your coinsurance* is also made on a per *prescription* or refill basis when multiple strengths or multiple dosage forms of the same drug require the dispensing of multiple fills.

**ADVANCED CONTROL FORMULARY**

The *Kentucky Employees’ Health Plan* Living Well CDHP utilizes CVS/Caremark’s 2020 Advanced Control Formulary. An independent group of physicians, including multiple specialists and *pharmacists*, reviews all drugs on the Advanced Control Formulary to ensure complete clinical coverage in all therapeutic categories.

**2020 Advanced Control Formulary**: Drugs listed on the Advanced Control Formulary may not be covered under this Plan. This SPD provides information about drugs that are not covered by the Plan, regardless of their appearance in the Advanced Control Formulary.
The Advanced Control Formulary is subject to change throughout the year. If this occurs, and you are covered under the Plan and are directly impacted by the change, you will be given notice in accordance with KRS 18A.2254.

You may request a copy of the Advanced Control Formulary by calling 866-601-6934 or by visiting CVS/Caremark’s web site at www.caremark.com. You may also view the Advanced Control Formulary at kehp.ky.gov.

Exceptions Policy: The criteria for qualifying for an Advanced Control Formulary exception will vary from drug to drug based on the Plan Manager’s clinical and formulary considerations. In some cases, there are clinical reasons why you may receive an override which will allow the drug to be dispensed by a pharmacist and the drug will be covered under the Plan. If there is no clinical reason for an override, the Plan Manager will determine if you have tried one or more formulary drugs, depending on the size of the drug class.

If you meet the criteria for an exception to the Advanced Control Drug Formulary, the Plan Manager may issue an override. Once an override is in place, the drug excluded from the Formulary will be covered as a non-formulary (3rd Tier) drug benefit. If an exception on a drug is approved, and would otherwise be considered a preventive drug, it will bypass the deductible as do other drugs on the preventive therapy drug listing. If you do not meet the criteria for an exception, the override request will be denied. You may appeal the denial in accordance with the Appeal provisions outlined in this SPD.

To request a formulary exception, you or your physician or pharmacist must call or submit a written request for a formulary exception to:

CVS/Caremark
MC 109
PO Box 52084
Phoenix, AZ 85072-2084
Phone: 866-443-1183
Fax: 866-443-1172

PRESCRIPTION DRUG COVERAGE

You must call 866-601-6934 or visit the Plan Manager’s web site at www.caremark.com to verify whether a prescription drug is covered or not covered under the Plan.

Covered prescription drugs, medicine, or medications must:

1. Be prescribed by a physician for the treatment of a covered sickness or bodily injury; and

2. Be dispensed by a pharmacist.

Notwithstanding any other provisions of the Plan to the contrary, prescription drug expenses covered under the Prescription Drug Benefit are not covered under any other provisions of the Plan. Any amount in excess of the maximum amount provided under the Prescription Drug Benefit is not covered under any other provision of the Plan. Most expenses incurred under provisions of the Prescription Drug Benefit section apply toward your deductible and out-of-pocket maximum. There will be no deductible under the Diabetes, COPD and Asthma Value Benefit. Coinsurance amounts paid under the Diabetes, COPD and Asthma
Value Benefit do not apply to the *deductible* but are applied toward the annual out-of-pocket maximum.

The *Plan Manager* may decline coverage of a specific medication until the conclusion of a review period not to exceed six (6) months following approval by the U.S. Food and Drug Administration (FDA) for the use and release of the drug, medicine, or medication into the market.

### ANCILLARY CHARGE

If you purchase a *Tier 2* or a *Tier 3* prescription, and there is a chemically equivalent *Tier 1 prescription* available, then you must pay the applicable *coinsurance* as listed above plus the difference between the cost of the *Tier 2* or *Tier 3 prescription* and the cost of the *Tier 1 prescription*. This is referred to as an *ancillary charge*. If the physician writes on the *prescription* “dispense as written” or DAW and has not completed a *medical necessity* prior authorization, *ancillary charges* will apply. If the member/physician has requested a *medical necessity* prior authorization for the *Tier 2* or *Tier 3* medication and the authorization has been approved, then the *ancillary charges* will be waived. *Ancillary charges* that you are required to pay will not reduce any deductible or out-of-pocket maximum that may apply to your plan.

### WELLNESS PROGRAM DISCLOSURE

LivingWell is the Kentucky Employees’ Health Plan or KEHP’s voluntary well-being program available to all persons eligible to enroll or waive health insurance coverage through the KEHP. The program is administered according to federal rules permitting employer-sponsored well-being programs that seek to improve employee/retiree (Participant) health or prevent disease. Those federal rules include the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If a Participant chooses to participate in the well-being program, the Participant will be asked to complete a voluntary health assessment or "HA" that asks a series of questions about the Participant’s health-related activities and behaviors and whether the Participant has or had certain medical conditions (e.g., cancer, diabetes, or heart disease). In addition to completing an HA, the Participant may also complete a biometric screening, which will include a blood test to check the Participant’s cholesterol and blood glucose levels. A Participant is not required to complete the HA or get a biometric screening or any other medical examination. However, a Participant who chooses to complete the HA or get a biometric screening will receive an incentive in the form of discounted premium contributions for their health insurance coverage. Although a Participant is not required to complete the HA or get a biometric screening, only Participants who do so will receive the discounted health insurance premiums.

Additional incentives in the form of merchandise and gift cards are available for Participants who participate in certain well-being activities such as walking/nutrition/sleep challenges, talking to a well-being coach, or quitting smoking. In addition, KEHP offers discounted, monthly employee premium contribution rates to non-tobacco users. Each Participant has at least one opportunity per Plan Year to qualify for the monthly premium contribution discount.

KEHP is committed to helping Participants achieve their best health. Incentives for participating in KEHP’s LivingWell well-being program are available to all who enroll in or waive KEHP health insurance coverage. If a Participant is unable to participate in any of the well-being activities, or a Participant thinks they might be unable to meet a standard to earn an incentive under the LivingWell well-being program, a Participant
may request a reasonable accommodation or an alternative standard. Contact StayWell, KEHP’s well-being administrator, at 866-746-1316 and a representative will work with the Participant (and, if desired, with the Participant’s doctor) to find a well-being program with the same incentive that is right for the Participant in light of the Participant’s health status.

**TOBACCO CESSATION**

The *Prescription* Drug Benefit under the Plan provides coverage for certain *over-the-counter* (OTC) nicotine replacement therapies at no cost to the *member* if prescribed by a physician or if the KEHP member is participating in an approved tobacco cessation program. To learn more about KEHP’s tobacco cessation programs, call Member Services at (502) 564-6534 or 888-581-8834 or visit livingwell.ky.gov.

**CVS/CAREMARK SPECIALTY PHARMACY—SPECIALTY DRUGS**

KEHP uses the CVS/Caremark Specialty Pharmacy for specialty drugs used to treat complex conditions. The CVS/Caremark Specialty Pharmacy, a wholly owned subsidiary of CVS/Caremark, is a national provider of specialty pharmacy services offering a broad range of healthcare products and services for individuals with complex health conditions such as growth hormone deficiencies, hepatitis C, hemophilia, HIV/AIDS, cancer, multiple sclerosis, rheumatoid arthritis, and many others. CVS/Caremark Specialty Pharmacy provides comprehensive patient management services including clinical case management programs, counseling, education, and social services. Medications will be ordered specifically for *you* and delivered to *your* home or a location of *your* choice.

CVS/Caremark Specialty Pharmacy specializes in specialty medications. CVS/Caremark Specialty Pharmacy offers many products and services that *you* do not get from other pharmacies. Most importantly, CVS/Caremark Specialty Pharmacy has a complete specialty pharmacy inventory with many specialty medications that are not readily available at a local pharmacy. CVS/Caremark Specialty Pharmacy:

- delivers your specialty medications directly to *you* or *your* doctor.
- provides *you* with the necessary supplies *you* need to administer *your* medications — at no additional cost.
- offers clinically based care management programs — which include consultation with *your* doctor — to help *you* get the most benefit from the specialty medications that *your* doctor has prescribed for *you*.

CVS/Caremark Specialty Pharmacy will allow you to receive your first prescription in the HIV and transplant therapeutic categories from any participating pharmacy. Initial fills of specialty prescriptions in other therapeutic classes and all refill specialty prescriptions are limited to dispensing from CVS/Caremark Specialty Pharmacy. CVS/Caremark Specialty Pharmacy will manage all of *your* prescriptions and a Patient Care Coordinator will work with *you* to ensure *you* receive the care *you* need. *Your* specialty drugs will be delivered to *your* home within a reasonable time, usually within 24 hours. Included with *your* specialty drugs will be all *your* needed supplies – needles, syringes, alcohol swabs and sharps containers, at no additional cost to *you*.

Additional information, including a current listing of the drugs that must be purchased through the CVS/Caremark Specialty Pharmacy can be obtained by calling 800-237-2767.

**PREVENTIVE THERAPY DRUG BENEFIT**

10
The Preventive Therapy Drug Benefit is a listing of preventive therapy drugs that help prevent disease or manage an existing condition, which helps to avoid further medical complications. The preventive therapy drug benefit provides coverage for FDA-approved medications deemed preventive based on the guidance provided by Internal Revenue Service under NOTICE 2004-23 and Section 223 (c)(2)(C) of the Internal Revenue Code.

If you take a medication listed on the Preventive Therapy Drug Benefit List, you may bypass the deductible and pay only the applicable coinsurance, even if you have not yet met your deductible. The Preventive Therapy Drug Benefit listing can be found at kehp.ky.gov.

**COMPOUND DRUGS**

Compounding for specialty prescriptions will be available only through CVS/Caremark Specialty Pharmacy. Compounded drug products that are equal to or greater than $300 will be subject to a prior authorization to ensure the final compounded drug is FDA-approved for the indication, intended use, dose, and route of administration. A compound drug will not be authorized unless all ingredients in the compounded drug are FDA-approved drugs. Compound drugs are not covered if they are used for a purpose, sickness, or bodily injury not covered by the Plan or are topical compounds, topical compound kits, compounds for anti-aging, cosmetic use, compound kits, compounds that contain a bulk powder, dietary supplements, or hormone therapy compounds (e.g. testosterones, estrogens, progestins, bioidentical hormones) for menopause or for androgen decline due to aging.

**STEP THERAPY**

The Step Therapy program is especially for people who take prescription drugs regularly for an ongoing condition, such as arthritis, asthma, or high blood pressure.

The Step Therapy program moves you along a well-planned path with your doctor approving your medications. Your path starts with “first-step” drugs — usually Tier 1, generic drugs proven to be safe and effective. You will pay the lowest co-payment/co-insurance for Tier 1 prescriptions. If the ‘first-step’ drug is not effective, you may be approved to try a “second-step” Tier 2 or other brand-name drug, if medically necessary.

In some situations, if specific medical criteria have been met, a covered person may be granted prior authorization for a Tier 2, second-step prescription drug, without the trial of a Tier 1, first-step prescription drug.

Break in Therapy: If you have been taking a drug that requires Step Therapy, and for any reason, the prescription drug is not refilled within the designated timeframe from the last fill, you will be required to begin Step Therapy again. This is considered a “break in therapy”, and you must begin Step Therapy again, unless your doctor receives a prior authorization and approval.

Drugs Requiring Step Therapy: To determine if a prescription drug requires Step Therapy, call 866-601-6934 or visit the Plan Manager’s web site at www.caremark.com.

**PRIOR AUTHORIZATION**
There are some prescription drugs that require an authorization from CVS/Caremark before you will be able to receive them—this is called prior authorization. CVS/Caremark will ensure the prescriptions meet certain conditions for coverage. If prior authorization is received, the prescription will be covered under the corresponding coinsurance level. The prior authorization typically will remain in effect for one year from the date the original prior authorization is received. Once the prior authorization period is exhausted, your physician must contact CVS/Caremark to request another prior authorization. If prior authorization is not received, the prescription will not be covered.

Prior Authorization Hotline: The most efficient way to initiate a prior authorization review is to ask your physician to contact CVS/Caremark’s prior authorization hotline at 800-294-5979. If the request is approved, an override is entered. If the request is not approved, a follow-up letter will be mailed to you and your physician.

Prior Authorization Form: Your physician may also fax a prior authorization form to CVS/Caremark. Prior authorization forms may be obtained from CVS/Caremark at 866-601-6934. Prior authorization forms may only be completed by your physician or pharmacist.

Dispense as Written or DAW: Medical necessity prior authorization is required in order to avoid ancillary charges associated with a physician’s directive to dispense a prescription of a Tier 2 or Tier 3 as written rather than filling the prescription with a Tier 1 drug. Refer to the “Ancillary Charges” section of this SPD for additional information.

Drugs Requiring Prior Authorization: To verify if a prescription drug requires prior authorization, call 866-601-6934 or visit the Plan Manager’s web site at www.caremark.com.

WHY WEIGHT KENTUCKY

KEHP will cover certain prescription drugs if you are enrolled in the Why Weight Kentucky program. Members in a chronic condition management program that have weight management needs and have expressed an interest in weight loss medications will be enrolled. Why Weight Kentucky participants will follow a weight management care plan provided by their program nurse, which is designed to assist in achieving and maintaining a healthy weight.

QUANTITY LEVEL LIMITS (QLL)

Some prescriptions are subject to Quantity Level Limits (QLL). A QLL is placed on a prescription drug that should be limited in quantity, day supply, and/or number of months. QLLs ensure that you receive the medication you need in the quantity that is considered safe and recommended by the drug manufacturer, the U.S. Food & Drug Administration (FDA), and clinical studies.

At the pharmacy, you may be advised that your prescription is written for a larger quantity than your Plan allows. If so, you can fill the prescription for the quantity that is within the QLL. Any amount above the QLL will not be covered by the Plan. If your physician doesn’t agree with the QLL, he or she should contact CVS/Caremark to request a prior authorization, which may allow you to receive a greater quantity.

If you are prescribed an opioid medication, you will be subject to opioid management which includes stricter quantity limits on opioid medications to help prevent misuse, overuse, and abuse, based on guidelines of the Center for Disease Control (CDC).
To verify if a prescription drug is subject to QLL, call 866-601-6934 or visit the Plan Manager’s web site at www.caremark.com.

RETAIL PHARMACY

Your Plan includes a retail prescription drug benefit. To access this benefit, you must present your health insurance identification (ID) card at a participating pharmacy when purchasing your prescription. Prescriptions dispensed at a retail pharmacy are limited to a thirty (30) day supply per prescription or refill, except as provided under the Maintenance Drug Benefit below.

MAINTENANCE DRUG BENEFIT—MAIL ORDER AND RETAIL PHARMACY

Your prescription drug benefits include a maintenance drug benefit. If you are prescribed a maintenance drug, as classified by the Plan, you can save money by receiving your maintenance drug prescription through the CVS/Caremark mail order pharmacy or through a participating retail pharmacy. You save money either way! Only prescription drugs classified as maintenance drugs by the Plan will be eligible for maintenance drug benefits.

Mail Order through CVS/Caremark Pharmacy: If you have your prescription filled by the CVS/Caremark mail order pharmacy, your prescriptions will be shipped to your home address saving you time and, many times mail order costs less. The mail order benefit allows you a ninety (90) day supply of your maintenance drugs. Refer to the Schedule of Benefits on page 4 for more details.

Retail Pharmacy: If you have your maintenance drug prescription filled by a participating retail pharmacy, you may receive a ninety (90) day supply. Participating pharmacies must meet the terms and conditions for participation in the provider network established by CVS/Caremark, including price and dispensing fee.

Maintenance Drug Benefits will only be filled with the quantity prescribed by your physician and are limited to a maximum of a:

- 90-day supply per prescription or refill from CVS/Caremark mail order pharmacy; or a
- 90-day supply per prescription or refill from a participating pharmacy.

Maintenance Drug Benefits shall not permit the dispensing of a controlled substance classified in Schedule II-V – either through CVS/Caremark mail order or the retail pharmacy. The Maintenance Drug Benefit also shall not permit the dispensing of most controlled substances through the retail pharmacy.

Additional Maintenance Drug—mail order pharmacy information can be obtained by calling 866-601-6934 or by visiting the Plan Manager’s web site at www.caremark.com.

NON-PARTICIPATING PHARMACY

Your pharmaceutical benefits are managed through a network of participating pharmacies. If you choose to fill a prescription at a non-participating pharmacy, you will be subject to the following guidelines.
When you use a non-participating pharmacy, you must pay the pharmacy the full price of the prescription drug and submit the pharmacy receipt to CVS/Caremark at the address listed below. You will be responsible for any prescription cost differential between the cost of the prescription and the cost of the negotiated price of the prescription at a participating pharmacy after the charge has been reduced by the applicable coinsurance.

You will have 180 days from the date the prescription is filled to file the prescription claim with CVS/Caremark.

To file a prescription claim from a non-participating pharmacy, mail pharmacy receipts to:

CVS/Caremark
Attn: Commercial Claims
P. O. Box 52136
Phoenix, AZ 85072-2136

INBORN ERRORS OF METABOLISM or GENETIC CONDITION

The Plan Manager will provide benefits for therapeutic food, formulas, supplements and low-protein modified food products for the treatment of inborn errors of metabolism or genetic conditions if the therapeutic food, formulas, supplements, and low-protein modified food products are obtained for the therapeutic treatment of inborn errors of metabolism or genetic conditions under the direction of a physician. Inborn errors of metabolism or genetic conditions include, but are not limited to, the following conditions:

Phenylketonuria; Hyperphenylalaninemia; Tyrosinemia (types I, II, and III); Maple syrup urine disease; A-ketoacid dehydrogenase deficiency; 3-methylcrotonyl-CoA carboxylase deficiency; 3-methylglutaconyl-CoA hydratase deficiency; 3-hydroxy-3-methylglutaryl-CoA lyase deficiency (HMG-CoA lyase deficiency); B-ketothiolase deficiency; Homocystinuria; Glutaric aciduria (types I and II); Lysinuric protein intolerance; Non-ketotic hyperglycinemia; Propionic academia; Gyrate atrophy; Hyperornithinemia/hyperammonemia/homocitrullinuria syndrome; Carbamoyl phosphate synthetase deficiency; Ornithine carbamoyl trasferase deficiency; Citrullinemia; Arginosuccinic aciduria; Methylmalonic academia; and Argininemia.

Coverage under this benefit is subject to a plan year benefit maximum of $25,000 for therapeutic food, formulas, and supplements and a separate plan year benefit maximum of $4,000 for low-protein modified foods. Therapeutic food, formulas, supplements, and low-protein modified food products for the treatment of inborn errors of metabolism or genetic conditions are payable as a Tier 3 drug under the Schedule of Benefits on page 6 of this SPD.

This benefit does not include coverage for therapeutic foods, formulas, supplements or low-protein modified food for the treatment of lactose intolerance, protein intolerance, food allergy, food sensitivity, or any other condition or disease that is not an inborn error of metabolism or genetic condition.

PRESCRIPTION DRUG EXCLUSIONS
Expenses incurred will not be payable for the following:

1. Any drug, medicine, medication, or supply not authorized or otherwise approved for coverage under the Plan;
2. Legend drugs which are not recommended and not deemed necessary by a physician;
3. More than two fills for the same drug or therapeutic equivalent medication prescribed by one or more physicians and dispensed by one or more retail pharmacies;
4. Charges for the administration or injection of any drug, except for vaccines;
5. Drug delivery implants for uses other than contraception;
6. Any drug, medicine, or medication labeled “Caution-Limited by Federal Law to Investigational Use,” or experimental drug, medicine, or medication, even though a charge is made to you;
7. Any drug, medicine, or medication that is consumed or injected at the place where the prescription is given, or dispensed by the physician, except for vaccines;
8. Prescriptions that are to be taken by or administered to the covered person, in whole or in part, while he or she is a patient in a facility where drugs are ordinarily provided by the facility on an inpatient basis. Inpatient facilities include, but are not limited to:
   a. Hospitals;
   b. Skilled nursing facilities; or
   c. Hospice facilities;
9. Any drug prescribed for a use other than its intended use except for:
   a. Indications approved by the FDA; or
   b. Recognized off-label indications through peer-reviewed medical literature;
10. Prescription doses that exceed FDA-approved maximum doses and prescriptions for which the method or route of administration of the prescription is not FDA-approved.
11. Prescription refills:
   a. In excess of the number specified by the physician; or
   b. Dispensed more than one year from the date of the original order;
12. Any drug for which a charge is customarily not made;
13. Therapeutic devices or appliances, including: hypodermic needles and syringes (except needles and syringes for use with insulin, and covered self-administered injectable drugs); support garments; test reagents; mechanical pumps for delivery of medication (except for insulin pumps and supplies); and other non-medical substances, unless otherwise specified by the Plan;
14. Dietary supplements, nutritional products, minerals, herbs and vitamins (except pre-natal vitamins, including greater than one milligram of folic acid, and pediatric multi-vitamins with fluoride), unless otherwise specified by the Plan;
15. Compound drug products used for an indication, purpose, sickness, or bodily injury not covered by the plan; compound drug products that contain ingredients that are not FDA-approved drugs; topical compounds, topical compound kits; compounds for anti-aging or cosmetic use; compound kits, compounds that contain a bulk powder; dietary supplements; or hormone therapy compounds (e.g. testosterone, estrogens, progestins, bioidentical hormones) for menopause or for androgen decline due to aging.
16. Injectable drugs, including but not limited to: immunizing agents that are given at skilled facilities, biological sera, blood, blood plasma, heparin and saline IV flushes, or self-administered injectable drugs not covered under the Plan;
17. Any drug prescribed for a sickness or bodily injury not covered under the Plan;
18. Any portion of a prescription or refill that exceeds a thirty (30) day supply (or a ninety (90) day supply for a prescription or refill received from the Maintenance Drug Benefit);
19. Any portion of a prescription that exceeds the drug specific quantity limit;
20. Any prescription dispensed to a covered person whose age is outside the drug specific age limits;
21. Any prescription that exceeds the duration-specific dispensing limit;
22. Any drug, medicine, or medication received by the covered person:
a. Before becoming covered under the Plan; or
b. After the date the covered person’s coverage under the Plan has ended;

23. Any costs related to the mailing, sending, or delivery of prescription drugs;
24. Any fraudulent misuse of this benefit including prescriptions purchased for consumption by someone other than the covered person;
25. Prescription or refill for drugs, medicines, or medications that are spilled, spoiled, or damaged;
26. Any drug or medicine that is lawfully obtainable without a prescription (over-the-counter drugs), except insulin and certain preventive drugs;
27. Any drug or biological that has received an “orphan drug” designation, unless approved by the Plan Administrator;
28. Any amount you paid for a prescription that has been filled, regardless of whether the prescription is revoked or changed due to adverse reaction or change in dosage or prescription;
29. More than one prescription within a 23-day period for the same drug or therapeutic equivalent medication prescribed by one or more physicians and dispensed by one or more pharmacies, unless received from a mail order pharmacy. For drugs received from a mail order pharmacy, more than one prescription within a 20-day period for a 1-30 day supply; or a 60-day period for a 61-90 day supply. (Based on the dosage schedule prescribed by the physician);
30. Homeopathic products;
31. Depigmentation products;
32. Topical and injectable cosmetic products;
33. Scar treatment products;
34. Hair growth or hair removal products;
35. Erectile dysfunction products and impotency drugs;
36. Non-ACA preventive vaccines are not covered under the pharmacy benefit, including but not limited to, vaccinations for Japanese Encephalitis, rabies, yellow fever, anthrax, and typhoid;
37. OTC, injectable, and non-FDA approved allergens;
38. Durable medical equipment;
39. Drugs that are not approved by the FDA;
40. Medications that are pre-packaged into unit dose packaging;
41. Prescription drugs that have an Over-the-Counter (OTC) equivalent available;
42. Infertility drugs, regardless of the diagnosis; and
43. Drugs that are excluded from the Advanced Control Formulary. For some prescription drugs excluded from CVS/Caremark’s standard and specialty Formularies, this Plan has an Exceptions Policy that may allow you to obtain a non-covered medication. For those exclusions, if certain criteria are met, you can receive a non-covered drug. For more information, please call 866-601-6934.
44. Products on CVS/Caremark’s Miscellaneous Formulations Exclusion List, which include but are not limited to scar creams and patches, convenience multi-product kits, and other dermatologicals and analgesics.
45. Medical devices, including products with a 510K certification, except products used for diabetic testing, insulin administration and ACA Preventive mandated products.
46. Wound care products, including oral rinses, marketed without FDA-approval via a New Drug Application, Abbreviated New Drug Application, or Biologics License Application.
47. Dermatological products marketed without FDA-approval via a New Drug Application, Abbreviated New Drug Application, or Biologics License Application.

MEDICAL BENEFITS BOOKLET

The Medical Benefits Booklet contains information not found in the prescription drug SPD. Please refer to your Medical Benefits Booklet for information regarding the following:
  • KEHP eligibility;
  • Plan Reimbursement and Subrogation;

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- Enrollment, including special enrollment rights under the Health Insurance Portability and Accountability Act of 1996 and the Children’s Health Insurance Program Reauthorization Act of 2009 (CHIPRA);
- Continuation of benefits under COBRA;
- Mastectomy-related benefits in accordance with the Women’s Health and Cancer Rights Act of 1998 (WHCRA);
- Your rights under the Newborns’ and Mothers’ Health Protection Act of 1996;
- Your rights to reinstate coverage under the Uniformed Services Employment and Reemployment Rights of 1994;
- Compliance with the Mental Health Parity Act (MHPA) and Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA); and
- Compliance with the Genetic Information Nondiscrimination Act of 2008 (GINA).

You may obtain a copy of your Medical Benefits Booklet at kehp.ky.gov.

COORDINATION OF BENEFITS

Benefits Subject to this Provision: Benefits described in this Plan are coordinated with benefits provided by other plans under which you are also covered. Coordination of Benefits is a provision establishing an order in which plans pay their claims, and permitting secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed the total allowable expenses. Coordination of Benefits prevents duplication of coverage and a resulting increase in the cost of medical coverage.

For this purpose, a plan is one which covers medical, pharmacy, or dental expenses and provides benefits or services by group, franchise, or blanket insurance coverage. This includes group-type contracts not available to the general public, obtained and maintained only because of the covered person's membership in or connection with a particular organization or group, whether or not designated as franchise, blanket, or in some other fashion. A plan also includes any coverage provided through the following:

1. Employer, trustee, union, employee benefit, or other association; or
2. Governmental programs, programs mandated by state statute, or sponsored or provided by an educational institution.

This Coordination of Benefits provision does not apply to any individual policies or Blanket Student Accident Insurance provided by or through an educational institution or any group or individual automobile liability insurance policies.

Allowable expense means any eligible expense, a portion of which is covered under one of the plans covering the person for whom a claim is made. Each plan will determine an allowable expense according to the provisions of the respective plan. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each covered service rendered will be deemed to be both an allowable expense and a benefit paid.

Effect on Benefits: One of the plans involved will pay benefits first. This is called the primary plan. The primary plan is a plan whose benefits for a person’s health care coverage shall be determined without taking the existence of any other plan into consideration. All other plans are called secondary plans.

When this Plan is the secondary plan, the sum of the benefit payable will not exceed 100% of the allowable expenses incurred under the Plan and any other plans included under this provision.

Order of Benefit Determination: In order to pay claims, it must be determined which plan is primary and which plan(s) are secondary. A plan will pay benefits first if it meets one of the following conditions:
1. The plan has no coordination of benefits provision;

2. The plan covers the person as an *employee*;

3. For a child who is covered under both parents' plans and the parents are married, the plan covering the parent whose birthday (month and day) occurs first in the *calendar year* pays before the plan covering the other parent. If the birthdates of both parents are the same, the plan which has covered the person for the longer period of time will be determined the primary plan; If a plan other than this Plan does not include provision 3, then the gender rule (male’s coverage pays primary) will be followed to determine which plan is primary.

4. In the case of *dependent* children covered under the plans of divorced or separated parents, the following rules apply:
   a. The plan of a parent who has custody will pay the benefits first;
   b. The plan of the spouse of the custodial parent (step-parent) will pay benefits next;
   c. The plan of a parent who does not have custody will pay benefits next;
   d. The plan of the spouse of the noncustodial parent (step-parent) will pay benefits next.

5. Court Decree: There may be a court decree which gives one parent financial responsibility for the medical or dental expenses of the *dependent* children. If there is a court decree, the rules stated above will not apply if they conflict with the court decree.

   If a court decree states that one parent is responsible for a dependent child’s health care expenses or health care coverage and the plan of the parent has actual knowledge of those terms, that plan is primary. If the parent with financial responsibility has no coverage for the child’s health care services or expenses, but that parent’s spouse does, the spouse’s plan is primary.

6. If a person is laid off or is retired or is a *dependent* of such person, that plan covers after the plan covering such person as an active *employee* or *dependent* of such *employee*. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will be ignored.

7. If the above rules do not apply or cannot be determined, then the plan that covered the person for the longest period of time will pay first.

**COORDINATION OF BENEFITS WITH MEDICARE**

In all cases, Coordination of Benefits with *Medicare* will conform to Federal Statutes and Regulations. In the case of *Medicare*, each individual who is eligible for *Medicare* will be assumed to have full *Medicare* coverage (i.e. Part A hospital insurance and Part B voluntary medical insurance) whether or not the individual has enrolled for full coverage. *Your* benefits under the Plan will be coordinated to the extent benefits would otherwise have been paid under *Medicare* as allowed by Federal Statutes and Regulations.

**TRICARE AS SECONDARY PAYER:**

Generally, TRICARE is intended to be the secondary payer to health benefit, insurance, and third-party plans. See 10 U.S.C. § 1079(j)(1); 32 CFR §§ 199.8(a) and (b). When TRICARE is secondary, a benefit
may not be paid under TRICARE if a person is enrolled in, or covered by, any other insurance, medical service, or health plan, including any plan offered by a third-party payer, to the extent that the benefit is also a benefit under the other plan. In the case of individuals with health coverage through their current employment, the employer insurance plan shall be the first payer, Medicare shall be the second payer, and TRICARE shall be the third payer. For example, if an individual is covered by TRICARE and also by an employer-sponsored plan, and a particular treatment or procedure is covered by both, the employer-sponsored plan must pay first.

The TRICARE rules prohibit employers from providing financial or other incentives for a TRICARE eligible employee not to enroll (or to terminate enrollment) under a health plan that would (in the case of such enrollment) be a primary plan. See 10 U.S.C. § 1097c(a)(1); DoD Reg. § 199.8(d)(6), 75 Fed. Reg. 18051 (Apr. 9, 2010). This Plan is compliant with 10 U.S.C. § 1097c and 32 CFR § 199.8.

**RIGHT OF RECOVERY AND OTHER GENERAL PROVISIONS**

The following provisions are to protect your legal rights and the legal rights of the Plan.

**Contestibility:** The Plan has the right to contest the validity of your coverage under the Plan at any time.

**Right to Request Overpayments:** The Plan reserves the right to recover any payments made by the Plan that were:

1. Made in error; or
2. Made to you or any party on your behalf where the Plan determines the payment to you or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against you if the Plan has paid you or any other party on your behalf.

**Workers’ Compensation:** The Plan is not issued in lieu of, nor does it affect any requirement for coverage by any Workers’ Compensation or Occupational Disease Act or Law.

If benefits are paid by the Plan and the Plan determines you received Workers’ Compensation for the same incident, the Plan has the right to recover as described under the Reimbursement/Subrogation provision as outlined in the Medical SPD. The Plan will exercise its right to recover against you even though:

1. The Workers’ Compensation benefits are in dispute or are made by means of settlement or compromise;
2. No final determination is made that bodily injury or sickness was sustained in the course of or resulted from your employment;
3. The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by you or the Workers’ Compensation carrier;
4. The medical or health care benefits are specifically excluded from the Workers’ Compensation settlement or compromise.

You hereby agree that, in consideration for the coverage provided by the Plan, you will notify the Plan
Manager of any Workers' Compensation claim you make, and that you agree to reimburse the Plan as described above.

Medicaid: This Plan will not take into account the fact that an employee or dependent is eligible for medical assistance or Medicaid under state law with respect to enrollment, determining eligibility for benefits, or paying claims.

If payment for Medicaid benefits has been made under a state Medicaid plan for which payment would otherwise be due under this Plan, payment of benefits under this Plan will be made in accordance with a state law, which provides that the state has acquired the rights with respect to a covered employee to the benefits payment.

Right of Recovery: The Plan reserves the right to recover benefit payments made for an allowable expense under the Plan in the amount which exceeds the maximum amount the Plan is required to pay under these provisions. This right of recovery applies to the Plan against:

1. Any person(s) to, for, or with respect to whom, such payments were made; or
2. Any other insurance companies or organizations, which according to these provisions, owe benefits due for the same allowable expense under any other plan.

The Plan alone will determine against whom this right of recovery will be exercised.

Construction of Plan Terms: The Plan and Plan Manager have the sole right to construe and prescribe the meaning, scope, and application of each and all of the terms of the Plan, including, without limitation, the benefits provided thereunder, the obligations of the beneficiary, and the recovery rights of the Plan. Such construction and prescription by the Plan shall be final and uncontestable.

PRIVACY OF PROTECTED HEALTH INFORMATION

The Plan Administrator understands the importance of keeping protected health information (PHI) confidential. PHI includes both medical information and individually identifiable information, such as a covered person’s name, address, telephone number, or Social Security number. The Plan Administrator collects and maintains protected health information that includes personal identifiers, enrollment, eligibility, and dependent and qualifying event information. The Plan Administrator utilizes third parties, including a third-party claims administrator and a pharmacy benefits manager, referred to as “Business Associates,” to carry out certain functions for the Plan. Because of their administrative responsibilities, these Business Associates create, receive, maintain, and transmit PHI on behalf of the Plan. Like the Plan Administrator, the Business Associates are responsible for ensuring the protection of your health information. The Plan Manager is the Plan Administrator’s Business Associate.

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires the Plan Administrator and its Business Associates, including the Plan Manager, to maintain the privacy of your PHI and notify you following a breach of unsecured PHI. HIPAA permits the Plan Administrator and its Business Associates to use and disclose PHI for treatment, payment, or health care operations including, but not limited to, claims processing, billing, case management, provider credentialing, and utilization review. Other uses and disclosures, whether limited, permitted, or required by HIPAA, are outlined in KEHP’s Notice of Privacy Practices.

KEHP’s Notice of Privacy Practices and associated forms may be obtained by visiting kehp.ky.gov or you can request a copy of the Notice of Privacy Practices by writing to:
To the extent required and permitted by law, when using or disclosing PHI, the Plan Administrator and its Business Associates will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure.

By enrolling in the Plan, a covered person will be deemed to have consented to the permitted, required, and limited uses and disclosure of protected health information, as outlined in KEHP’s Notice of Privacy Practices. Any covered person who may not have intended to provide this consent and who does not so consent must contact the Plan Administrator prior to filing any claim for Plan benefits, as coverage under the Plan is contingent upon consent.

The Plan Manager will afford access to PHI in its possession only as necessary to discharge its obligations as a Business Associate of the Plan Administrator, within the restrictions noted above and in accordance with KEHP’s Notice of Privacy Practices. Plan Manager may have PHI not in the possession of the Plan Administrator; however, Plan records that include PHI are the property of the Plan. Information received by the Plan Manager is information received on behalf of the Plan. The Plan Manager will afford access to PHI as reasonably directed in writing by the Plan Administrator, which shall only be made with due regard for confidentiality and in accordance with KEHP’s Notice of Privacy Practices.

Covered persons have certain rights regarding their PHI maintained by the Plan Administrator and its Business Associates, including the right to amend PHI, inspect and copy PHI, and request restrictions on uses and disclosures of PHI. Covered persons may authorize the Plan Administrator and its Business Associates to release their PHI for purposes and to persons other than as permitted by KEHP’s Notice of Privacy Practices. Covered persons may also file a complaint if they believe their privacy rights have been violated. These rights and procedures regarding these rights are outlined in KEHP’s Notice of Privacy Practices.

Covered persons may be required to make requests or assert their rights regarding PHI directly to the Plan Manager in the event the Plan Administrator is not in the possession of the applicable PHI that is the subject matter of the request or assertion.

CLAIMS PROCEDURES

Notice of Claim: Written notice of a claim must be given to the Plan Manager within 180 days after the date of loss, except if the covered person was legally incapacitated. Notice of a claim may be given to the Plan Manager as described in the How to File a Prescription Drug Claim section.

How to File a Prescription Drug Claim:
1. You will receive a health insurance identification (ID) card that will contain information regarding your coverage under the Plan. Present your ID card to the pharmacy to fill a prescription.

2. Due to the Assignment provisions described below, most prescriptions are processed through the pharmacy at the time your prescription is filled without the necessity of filing a paper claim with the Plan Manager. However, the presentation of a prescription to a pharmacy does not constitute a claim.
If a covered person is required to pay the cost of a covered prescription drug, he or she may submit a claim based on that amount to the Plan Manager.

3. When it is necessary to file a paper claim, such as receiving covered services from an out-of-network pharmacy, you must mail your prescription drug claims to the Plan Manager at the following address:
   CVS/Caremark
   Attn: Commercial Claims
   P. O. Box 52136
   Phoenix, AZ 85072-2136

4. Claim forms are available by calling 866-601-6934.

5. Claims submissions must be complete. They must contain, at a minimum:
   a. The name of the covered person who incurred the covered expense;
   b. The name and address of the health care provider;
   c. The diagnosis of the condition;
   d. The procedure or nature of the treatment;
   e. The date of and place where the procedure or treatment has been or will be provided;
   f. The amount billed and the amount of the covered expense not paid through coverage other than Plan coverage, as appropriate;
   g. Evidence that substantiates the nature, amount, and timeliness of each covered expense in a format that is acceptable according to industry standards and in compliance with applicable law;
   h. The prescription number;
   i. The name of the drug;
   j. The date filled; and
   k. The date purchased.

6. Claims will not be deemed submitted for purposes of these procedures unless and until received at the correct address.

7. Claims submissions must be in a format acceptable to the Plan Manager and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable federal law respecting privacy of PHI and/or electronic claims standards will not be accepted by the Plan.

8. Claims submissions must be timely. You must give written proof of loss in the form of a claim within 180 days after the date of loss, except if you were legally incapacitated.

9. Plan benefits are only available for claims that are incurred by a covered person during the period that he or she is covered under the Plan.

A general request for an interpretation of Plan provisions will not be considered to be a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of the Plan, should be directed to the Plan Administrator.

Payment of Claims: Participating pharmacies will request an assignment of benefits as a matter of convenience to both provider and patient. The Plan Manager will, in its sole discretion, assume that an assignment of benefits has been made to certain Network Providers and make direct payment to the pharmacy. If you have already paid for the prescription, please indicate on the original statement, “paid by employee,” and send it directly to the Plan Manager. You will receive a written explanation of the benefit determination. The Plan Manager reserves the right to request any information required to determine
benefits or process a claim. You or the provider of covered services will be contacted if additional information is needed to process your claim.

When an employee's child is subject to a qualified medical child support order, the Plan Manager will make reimbursement of eligible expenses paid by you, the child, the child's non-employee custodial parent, or legal guardian, to that child or the child's custodial parent, or legal guardian, or as provided in the qualified medical child support order.

Benefits payable on behalf of you or your covered dependent after death will be paid, at the Plan's option, to any family member(s) or your estate.

The Plan Manager will rely upon an affidavit to determine benefit payment, unless it receives written notice of a valid claim before payment is made. Reliance upon the affidavit will release the Plan from further liability.

Payment of benefits under this Plan will be made in accordance with an assignment of rights for you and your dependents as required under state Medicaid law.

Any payment made by the Plan Manager in good faith will fully discharge the Plan to the extent of such payment.

Payments due under the Plan will be paid within 30 days of receipt of written proof of loss in the form of notice of a claim.

Procedural Defects: If a pre-service claim submission is not made in accordance with the Plan’s procedural requirements, the Plan Manager will notify the claimant of the procedural deficiency and how it may be cured no later than within five (5) days (or within 24 hours, in the case of an urgent care claim) following the failure. A post-service claim that is not submitted in accordance with these claims procedures will not be processed and will be returned to the submitter.

Assignments and Representatives: A covered person may assign his or her right to receive Plan benefits to a health care provider only with the consent of the Plan Manager, in its sole discretion, except as may be required by applicable law. Assignments must be in writing. If a document is not sufficient to constitute an assignment, as determined by the Plan Manager, then the Plan will not consider an assignment to have been made. An assignment is not binding on the Plan until the Plan Manager receives and acknowledges in writing the original or copy of the assignment before payment of the benefit.

If benefits are assigned in accordance with the foregoing paragraph and a health care provider submits claims on behalf of a covered person, benefits will be paid to that health care provider.

In addition, a covered person may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The designation must be explicitly stated in writing and it must authorize disclosure of Protected Health Information with respect to the claim by the Plan, the Plan Manager, and the authorized representative to one another. If a document is not sufficient to constitute a designation of an authorized representative, as determined by the Plan Manager, then the Plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

- Any document designating an authorized representative must be submitted to the Plan Manager in advance, or at the time an authorized representative commences a course of action on behalf of a claimant. At the same time, the authorized representative should also provide notice of commencement.
of the action on behalf of the claimant to the claimant, which the Plan Manager may verify with the claimant prior to recognizing the authorized representative status.

- In any event, a health care provider with knowledge of a claimant’s medical condition acting in connection with an urgent care claim will be recognized by the Plan as the claimant’s authorized representative.

Covered persons should carefully consider whether to designate an authorized representative. An authorized representative may make decisions independent of the covered person, such as whether and how to appeal a claim denial.

Claims Decisions: After submission of a claim by a claimant, the Plan Manager will notify the claimant within a reasonable time, as follows:

1. **PRE-SERVICE CLAIMS**

   The Plan Manager will notify the claimant of the Plan’s benefit determination, whether favorable or adverse, within a reasonable period of time appropriate to the medical circumstances, but no later than 5 days after receipt of the pre-service claim and all necessary information by the Plan Manager. This period may be extended one time up to an additional 5 days if the Plan Manager determines that such an extension is necessary due to matters beyond the control of the Plan or the Plan Manager. The Plan Manager will notify the affected claimant of the extension prior to the expiration of the initial 5-day period, the circumstances requiring the extension, and the date by which the Plan expects to make a decision.

   If the reason for the extension is because of the claimant’s failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The claimant will have at least 45 days from the date the notice is received to provide the specified information.

2. **URGENT CARE CLAIMS**

   In general, an urgent care claim includes any claim that a physician with knowledge of the claimant’s medical condition determines is a claim involving urgent care. The Plan Manager will determine whether a claim is an urgent care claim. This determination will be made on the basis of information furnished by or on behalf of a claimant. In making this determination, the Plan Manager will exercise its judgment, with deference to the judgment of a physician with knowledge of the claimant’s condition. Accordingly, the Plan Manager may require a claimant to clarify the medical urgency and circumstances that support the urgent care claim for expedited decision-making.

   The Plan Manager will notify the claimant of the Plan’s benefit determination, whether favorable or adverse, as soon as possible, taking into account the medical exigencies particular to the claimant’s situation, but not later than 24 hours after receipt of the urgent care claim and all necessary information by the Plan Manager.

   However, if a claim is submitted that does not provide sufficient information to determine whether, or to what extent, expenses are covered or payable under the Plan, the Plan Manager will notify the claimant as soon as possible, but not more than 24 hours after receipt of the urgent care claim by the Plan Manager. The notice will describe the specific information necessary to complete the claim.

   a. The claimant will have a reasonable amount of time, taking into account the claimant’s circumstances, but not less than 48 hours, to provide the necessary information.
b. The Plan Manager will notify the claimant of the Plan’s urgent care claim determination as soon as possible, but in no event more than 48 hours after the earlier of:

- The Plan Manager's receipt of the specified information; or
- The end of the period afforded the claimant to provide the specified additional information.

3. CONCURRENT CARE DECISIONS

If the Plan has approved an ongoing course of treatment to be provided over a period of time or a number of treatments, the Plan Manager will notify a claimant of a concurrent care decision that involves a reduction in or termination of such course of treatment (other than by plan amendment or termination) that has been pre-authorized. The Plan Manager will provide the notice sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review of the adverse determination before the benefit is reduced or terminated.

A request by a claimant to extend a course of treatment beyond the period of time or number of treatments that is a claim involving urgent care will be decided by the Plan Manager as soon as possible, taking into account the medical exigencies. The Plan Manager will notify a claimant of the benefit determination, whether adverse or not, within 24 hours after receipt of the claim and all necessary information by the Plan Manager, provided that the claim is submitted to the Plan Manager at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

4. POST-SERVICE CLAIMS

The Plan Manager will notify the claimant of the Plan’s benefit determination, whether favorable or adverse, within a reasonable time, but not later than 30 days after receipt of the claim and all necessary information by the Plan Manager. This period may be extended one time up to an additional 15 days if the Plan Manager determines that such an extension is necessary due to matters beyond the control of the Plan or the Plan Manager. The Plan Manager will notify the affected claimant of the extension prior to the expiration of the initial 30-day period, the circumstances requiring the extension, and the date by which the Plan expects to make a decision.

If the reason for the extension is because of the claimant’s failure to submit information necessary to decide the claim, the notice of extension will describe the required information.

a. The claimant will have at least 45 days from the date the notice is received to provide the specified information.

b. The Plan Manager will make a decision no later than 15 days after the earlier of:

- The Plan Manager's receipt of the specified information; or
- The end of the period afforded the claimant to provide the specified additional information.

Times for Decisions: The periods of time for claims decisions presented above begin when a claim is received by the Plan Manager, in accordance with these claims procedures.

In the event a period of time is extended as permitted by these claims procedures due to a claimant’s failure to submit information necessary to decide a claim, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.
INTERNAL APPEALS AND EXTERNAL REVIEW

INTERNAL APPEALS

Definitions: If your prescription has been denied, you have the right to file an appeal of that determination. The following section outlines your rights and the procedures for filing an appeal.

1. **Adverse Determination** means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, based on a determination of a member’s eligibility to participate in the Plan, and including a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medically necessary or appropriate. An Adverse Determination does not mean a determination that the healthcare services are not covered services. The Plan Manager is responsible for the Internal Appeal Process for Adverse Determinations in accordance with KRS 304.17A-600 through 633.

2. **Coverage Denial** means the Plan’s determination that a service, treatment, drug or device is specifically limited or excluded under the covered person’s plan. The Plan Manager is responsible for the Internal Appeal Process for Coverage Denials in accordance with KRS 304.17A-600 through 633.

3. **Administrative Appeals** are for situations that do not fall in the category of either adverse determinations or coverage denials. For example, a member feels his/her cost should be reduced from what is determined by the Plan (i.e. a drug is covered on the Tier 3 and the member feels the drug should be covered as under Tier 1 or Tier 2). The Plan Administrator is responsible for handling Administrative Appeals.

How to file an Internal Appeal for Adverse Determination or Coverage Denial

**Initial Complaint** – before filing an Internal Appeal, a covered person should always contact the Plan Manager’s Customer Service Department first at 866-601-6934. Many problems can be resolved the same day. If not, the member services representative will investigate and contact the member with the findings and any action taken to resolve the complaint. If a member’s complaint is related to a denial of coverage or other decision by the Plan Manager, the member may file an Internal Appeal.

**Internal Appeal** - If the Initial Complaint is not resolved to the satisfaction of the covered person, the covered person may request an internal appeal. A request for an Internal Appeal must be submitted in writing within 180 days of receipt of a denial letter.

To appeal a denial of a prescription drug, the covered person, authorized person, or provider acting on behalf of a covered person should file an appeal to:

CVS/Caremark
Attn: Appeals
MC 109
PO Box 52084
Phoenix, AZ 85072-2084
The letter must be sent to the address listed above and include, at a minimum, the following information:

- The employee’s name and covered person’s name.
- The member’s Kentucky Employees’ Health Plan Identification Number (found on the member’s health insurance identification card).
- The member’s address and daytime phone number.
- A copy of the initial denial letter.
- The service being denied.
- All facts and issues related to the denial of the claim, including the names of providers involved, medical records, and any other documentation relevant to the denied claim.

In deciding an Internal Appeal of an Adverse Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the Internal Appeal review will be conducted by a licensed physician who did not participate in the initial review and denial. If the denial is for an Adverse Determination and the service requires a medical or surgical specialty or subspecialty, the covered person, authorized person, or provider may request that a board eligible or certified physician from the appropriate specialty or subspecialty conduct the Internal Appeal.

The Internal Appeal review will take into account all comments, documents, records, and other information submitted by the covered person, the authorized person, or the provider relating to the claim, without regard to whether such information was submitted or considered in the initial Adverse Determination. The covered person, authorized person, or provider will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan Manager in connection with the claim. In such case, the covered person, authorized person, or provider will be afforded a reasonable opportunity to respond to the additional evidence relied upon, prior to the date on which the notice of the Internal Appeal determination is required to be made.

The Plan Manager will notify the covered person, authorized person, or provider of the Internal Appeal decision on the Adverse Determination within thirty (30) calendar days of receipt of the Internal Appeal request by the Plan Manager. The Plan Manager’s failure to make a determination or provide a written notice within the 30-day timeframe will be deemed to be an Adverse Determination for the purpose of initiating an External Appeal.

If the covered person, authorized person, or provider has new clinical information regarding the covered person’s Internal Appeal, he or she shall provide that information to the Plan Manager prior to the initiation of the External Appeal process. The Plan Manager will have five (5) business days from the date of receipt of the information to render a decision based on the new information. If new information is provided, the timeframe for commencing an External Review will not begin to run until the Plan Manager renders a decision regarding the new information.

To appeal a denial of a prescription drug, the covered person, authorized person, or provider acting on behalf of the covered person must file an appeal to:

CVS/Caremark
Attn: Appeals
MC 109
PO Box 52084
Phoenix, AZ 85072-2084
Expedited Appeal - An expedited appeal is deemed necessary when a covered person is hospitalized or, in the opinion of the treating provider, review under the normal timeframe could, in the absence of immediate medical treatment, result in any of the following:

- Placing the health of the covered person or, with respect to a pregnant woman, the health of the covered person or the unborn child in serious jeopardy;
- Serious impairment of bodily functions; or
- Serious dysfunction of a bodily organ or part.

The Plan Manager shall render a decision not later than twenty-four (24) hours after receipt of the request for an expedited appeal of an Adverse Determination or Coverage Denial, unless the covered person fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. The expedited appeal may be requested orally with a follow-up letter.

At any time during the internal appeal, additional pertinent information may be submitted for consideration. All necessary information, including the Plan’s benefit determination on review, may be transmitted between the Plan Manager and the covered person, authorized person, or provider by telephone, facsimile, or other available similarly expeditious method.

Deemed Exhaustion: If the Plan Manager fails to adhere to the requirements of the Internal Appeals process with respect to a claim, the covered person is deemed to have exhausted the Internal Appeals process. In such case, the covered person may initiate an External Appeal.

The Internal Appeals process will not be deemed exhausted based on de minimus violations that do not cause, and are not likely to cause, prejudice or harm to the covered person so long as the Plan Manager demonstrates that the violation was for good cause or due to matters beyond the control of the insurer and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the covered person.

- The covered person may request a written explanation of the failure to comply with the Internal Appeal procedure from the Plan Manager;
- The Plan Manager will provide an explanation within 10 days, including a specific description of its bases, if any, for asserting the failure should not cause the Internal Appeals process to be deemed exhausted;
- If an external reviewer rejects the covered person’s request for immediate review on the basis that the Plan met the standards for the de minimus exception, the covered person has the right to resubmit and pursue the Internal Appeal of the Adverse Determination;
- If an external reviewer rejects the claim for immediate review, the Plan Manager will provide the covered person with notice of the opportunity to resubmit and pursue the Internal Appeal of the claim;
- Time periods for re-submitting the Adverse Determination for Internal Appeal will begin to run upon the covered person’s receipt of notice of the rejection of immediate review by External Appeal.

Appeal of a Prescription Drug Formulary Change: The Plan Manager will provide written notice of any prescription drug Advanced Control Formulary change to covered persons under the Plan who are directly impacted by the Advanced Control Formulary change and to the Kentucky Group Health Insurance Board fifteen (15) days before implementation of any Advanced Control Formulary change. If, after
consulting with his or her physician, the covered person disagrees with the Advanced Control Formulary change, the covered person shall have the right to appeal the Advanced Control Formulary change.

The covered person will have sixty (60) days from the date of the notice of the Advanced Control Formulary change to file an appeal with the Plan Manager. The Plan Manager will render a decision within thirty (30) days from the receipt of the request for an appeal. After a final decision is rendered by the Plan Manager, the covered person has a right to request an External Review in accordance with the procedures outlined in this SPD. During the appeal process, the covered person shall have the right, at the covered person’s own expense, to continue to take any drug prescribed by his or her physician that is the subject of the Advanced Control Formulary changes.

COVERAGE DENIALS

If the covered person is not satisfied with the decision of the Internal Appeal of a coverage denial, the covered person, authorized person, or provider may request a review of the coverage denial by the Kentucky Department of Insurance (KDOI). The request for a review of the coverage denial must be sent to:

Kentucky Department of Insurance
Health and Life Division
Attn: Coverage Denial Coordinator
P. O. Box 517
Frankfort, KY 40602

The request must be in writing, and should include copies of both the initial denial letter and the Internal Appeal determination letter.

The Plan Manager will provide the KDOI with the necessary information sufficient to permit the KDOI to make a decision regarding the coverage denial. The covered person, authorized person, or provider must also provide the KDOI any information requested that is germane to its review.

The KDOI will determine whether the service, treatment, drug, or device is specifically limited or excluded under the terms of the covered person’s plan. The KDOI may either overturn or uphold the decision of the Internal Appeal or they may allow an External Review by an Independent Review Entity (IRE) if a medical issue requires resolution.

If the KDOI determines that the treatment, service, drug, or device is not specifically limited or excluded under the terms of the covered person’s plan, the Plan will either cover the service, treatment, drug, or device, or the Plan will afford the covered person an opportunity for External Review. If the KDOI determines that the treatment, service, drug, or device is specifically limited or excluded by the Plan, the Plan is not required to cover the treatment, service, drug, or device and the covered person is not entitled to an External Review.

EXTERNAL REVIEW

Your right to External Review: A covered person, an authorized person, or a provider acting on behalf of and with the consent of the covered person, may request an External Review of an Adverse Determination and, in some instances, a coverage denial, rendered by the Plan Manager. The Plan will provide for an External Review if:

- The Plan Manager has rendered an Adverse Determination or the KDOI has determined that a coverage denial requires a Medical Necessity determination;
- The covered person has completed the Plan’s Internal Appeal process or the Plan Manager has failed to make a timely final determination during the Internal Appeal process. The Plan may waive the Internal Appeal process if the Plan and the covered person agree to do so; and
- The covered person was enrolled in the Plan on the date of service or, if a pre-claim denial, the covered person was enrolled and eligible to receive covered benefits under the Plan on the date the proposed service was requested.

External Review of an Adverse Determination or Coverage Denial: The Plan Manager must receive the request for an External Review within 120 calendar days after the covered person receives a notice of the final Adverse Determination rendered after the Internal Appeal process is complete or within 120 calendar days of a determination by the KDOI that a coverage denial requires a Medical Necessity determination.

If someone requests the external review on behalf of the covered person, the covered person must give them written permission to act on his or her behalf. This permission must be sent to the Plan Manager. The covered person must also provide the Plan Manager with written permission to release his or her medical records to the IRE that will conduct the External Review. The release must be sufficient to allow the IRE to obtain all necessary medical records from both the Plan, the Plan Manager, and any provider utilized for review purposes regarding the decision to deny, limit, reduce or terminate coverage.

An External Review decision will be issued within twenty-one (21) calendar days of the IRE’s receipt of all information from the Plan Manager. An extension of up to fourteen (14) calendar days may be allowed if the covered person and the Plan Manager agree to the extension. The covered person will be assessed a one (1) time filing fee of twenty-five dollars ($25) to be paid to the IRE. The IRE will bill the covered person for this amount. The fee may be waived if the IRE determines that the fee creates a financial hardship on the covered person. The fee shall be refunded if the IRE finds in favor of the covered person. The Plan will pay any remaining costs associated with the External Review.

The decision of the IRE shall be binding on the Plan and the Plan Manager with respect to that covered person.

Expedited External Review: If the covered person’s physician believes that waiting for a standard external review decision will seriously jeopardize the covered person’s health, the covered person, an authorized person, or the provider can request an expedited External Review. An expedited External Review is deemed necessary when a covered person is hospitalized or, in the opinion of the treating provider, review under the normal timeframe could, in the absence of immediate treatment, result in any of the following:

- Placing the health of the covered person or, with respect to a pregnant woman, the health of the covered person or the unborn child in serious jeopardy;
- Serious impairment of bodily functions; or
- Serious dysfunction of a bodily organ or part.

An expedited External Review may be requested orally followed by a brief written request. To initiate an expedited External Review, the covered person, authorized person, or provider must call the phone number for the Plan Manager provided on the health insurance identification card. Written requests for an External Review must be submitted to:

CVS/Caremark
Attn: Appeals
MC 109
The Plan Manager will forward requests for an expedited External Review to the IRE within twenty-four (24) hours of receipt of the request by the Plan Manager. The Plan Manager will request assignment of an IRE and submit all required information to the IRE for External Review. The Plan Manager will provide notice to the IRE and to the covered person, by same-day communication, that the Adverse Determination has been assigned to an IRE for expedited review.

 Expedited External Review decisions will be issued by the IRE within twenty-four (24) hours of the IRE’s receipt of all information required from the Plan Manager. An extension of up to twenty-four (24) hours may be allowed if the covered person and the Plan Manager agree to the extension.

 The covered person will be assessed a one (1) time filing fee of twenty-five dollars ($25) to be paid to the IRE. The IRE will bill you for this amount. The fee may be waived if the IRE determines that the fee creates a financial hardship on the covered person. The fee shall be refunded if the IRE finds in favor of the covered person. The Plan will pay any remaining costs associated with the External Review.

 The decision of the IRE shall be binding on the Plan and the Plan Manager with respect to that covered person.

 KEHP PRESCRIPTION DRUG COVERAGE AND MEDICARE

 Important Notice from the Kentucky Employees’ Health Plan About Your Prescription Drug Coverage and Medicare:

 Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the Kentucky Employees’ Health Plan and about your options under Medicare’s prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

 There are two important things you need to know about your current coverage and Medicare’s prescription drug coverage:

 1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

 2. KEHP has determined that the prescription drug coverage offered by KEHP is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.
Questions and Answers about *your* Prescription Drug Coverage and Medicare:

**When Can You Join A Medicare Drug Plan?** *You* can join a *Medicare* drug plan when *you* first become eligible for *Medicare* and each year from October 15th to December 7th.

However, if *you* lose *your* current creditable prescription drug coverage, through no fault of *your* own, *you* will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a *Medicare* drug plan.

**What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?** If *you* decide to join a *Medicare* drug plan, *your* current *KEHP* coverage will not be affected. If *you* decide to join a *Medicare* drug plan and drop *your* current *KEHP* coverage, be aware that *you* and *your* dependents may not be able to get this coverage back.

**When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?** *You* should also know that if *you* drop or lose *your* current coverage with *KEHP* and don’t join a *Medicare* drug plan within 63 continuous days after *your* current coverage ends, *you* may pay a higher premium (a penalty) to join a *Medicare* drug plan later.

If *you* go 63 continuous days or longer without creditable prescription drug coverage, *your* monthly premium may go up by at least 1% of the *Medicare* base beneficiary premium per month for every month that *you* did not have that coverage. For example, if *you* go nineteen months without creditable coverage, *your* premium may consistently be at least 19% higher than the *Medicare* base beneficiary premium. *You* may have to pay this higher premium (a penalty) as long as *you* have *Medicare* prescription drug coverage. In addition, *you* may have to wait until the following October to join.

**For More Information About This Notice Or Your Current Prescription Drug Coverage…**
Contact *KEHP* at the number listed below for further information. **NOTE:** *You’ll* get this notice each year. *You* will also get it before the next period *you* can join a *Medicare* drug plan, and if this coverage through *KEHP* changes. This notice is available at kehp.ky.gov. *You* also may request a copy of this notice at any time.

**For More Information About Your Options Under Medicare Prescription Drug Coverage…**
More detailed information about *Medicare* plans that offer prescription drug coverage is in the “*Medicare & You*” handbook. *You’ll* get a copy of the handbook in the mail every year from *Medicare*. *You* may also be contacted directly by *Medicare* drug plans.

For more information about *Medicare* prescription drug coverage:
- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of *your* copy of the “*Medicare & You*” handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If *you* have limited income and resources, extra help paying for *Medicare* prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

To view a complete copy of the Prescription Drug Coverage and *Medicare* notice with plan comparison information, visit kehp.ky.gov.
Contact Information:
Name of Entity/Sender: Kentucky Employees’ Health Plan
Contact—Position/Office: Personnel Cabinet, Department of Employee Insurance
Address: 501 High Street, 2nd Floor
          Frankfort, KY 40601
Phone Number: 888-581-8834 or (502) 564-6534
DEFINITIONS

Ancillary Charge – a charge in addition to the coinsurance which the member is required to pay a Participating Pharmacy for a covered brand name prescription drug product for which a generic substitute is available as identified on the Maximum Reimbursement Amount (“MRA”) List. The Ancillary Charge is calculated as the difference between the Client Contract Rate for the brand name prescription drug product dispensed and the price of the generic substitute.

Advanced Control Formulary – a more highly controlled formulary developed to drive a greater savings for KEHP and its members, while promoting cost effective care.

Beneficiary means you and your covered dependent(s), or legal representative of either, and anyone to whom the rights of you or your covered dependent(s) may pass.

Bodily injury means bodily damage other than a sickness, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a sickness and not a bodily injury.

Brand name drug means a medication that is manufactured and distributed by only one pharmaceutical manufacturer, or as defined by the national pricing standard used by the Plan Manager.

Calendar year means a period of time beginning on January 1 and ending on December 31.

Chemical Equivalents – multi-source drug products containing essentially identical amounts of the same active ingredients, in equivalent dosage forms, and meet existing FDA physical/chemical standards.

Coinsurance means the percentage of an eligible expense that must be paid by the covered person. Coinsurance does not include deductibles or non-covered expenses incurred during the plan year.

Compound drugs – a drug prepared by a pharmacist using a combination of drugs in which at least one agent is a legend drug. The final product is typically not commercially available in the strength and/or dosage form prescribed by the physician.

Covered expense (or Covered services) means medically necessary services incurred by you or your covered dependents for which benefits may be available under this Plan, subject to any maximum benefit and all other terms, provisions, limitations and exclusions of this Plan. A charge for a covered expense shall be considered to have been incurred on the date the service or supply was provided.

Covered person means the member (employee, retiree, COBRA participant) and his/her covered dependents enrolled for benefits provided under this Plan.

Creditable coverage, for the purposes of this SPD governing prescription coverage, means prescription drug coverage where the actuarial value of the coverage equals or exceeds the actuarial value of defined standard prescription drug coverage as demonstrated through the use of generally accepted actuarial principles and in accordance with the Centers for Medicare & Medicaid Services’ actuarial guidelines, including coverage under a group health plan if it meets the definition of creditable coverage.

Deductible means a specified dollar amount of covered services that must be satisfied, either individually or combined as a covered family, per plan year before this Plan pays benefits for certain specified services.

Dependent means the following:

1. Spouse – a person to whom you are legally married.
2. **Common Law Spouse** - a person with whom you have established a Common Law union **in a state which recognizes Common Law marriage** (Kentucky does not recognize Common Law Marriage).

3. **Child Age 0– up to 26**
   a. An employee’s son, daughter, stepson, or stepdaughter;
   b. An employee’s eligible foster child. An eligible foster child means an individual who is placed with an employee by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction and includes court awards of guardianship or custody; or
   c. An employee’s adopted child. An adopted child means the employee’s legally adopted child or a child who is lawfully placed with the employee for legal adoption by the employee.

4. **Disabled Dependent** - A dependent child who is **totally and permanently disabled** may be covered on your **KEHP** benefit plan beyond the end of the month in which he/she turns 26, provided the disability (a) started before his/her 26th birthday and (b) is medically-certified by a physician to be total and permanent. A Dependent child will be considered totally and permanently disabled if, in the judgment of **KEHP**, the written certification adequately demonstrates that the Dependent child is unable to engage in any substantial gainful activity by reason of medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.

   A dependent child who is not already covered under the Plan at the time of his/her 26th birthday may not later be enrolled in the Plan on grounds of total and permanent disability unless and until he/she sustains a loss of other insurance coverage. In such a case, a request to enroll a Dependent child in **KEHP** on grounds of total and permanent disability must be made no later than 35 calendar days following the loss of other insurance coverage. Once a Dependent child is approved for coverage in the Plan on grounds of total and permanent disability, the employee may periodically be required to produce written or other proof of the continuing nature(s) of the child’s dependency and/or disability in order to maintain the child’s coverage through the Plan.

**Dispense as Written (DAW)** – a physician directive not to substitute a product.

**Dispense as Written (DAW) 1** – a KEHP design that applies a cost penalty when a non-generic brand medication is dispensed by request (per the doctor), rather than available generic equivalents. An exceptions process is available.

**Eligible Expense** means a provider’s fee which:
1. Is the provider's usual charge for a given service under the covered person’s plan;

2. Is within the range of fees charged by providers of similar training and experience for the same or similar service or supply within the same or similar limited geographic area; and

3. Does not exceed the fee schedule developed by the Plan Manager for a participating provider.

**Employee** means a person who is employed by agencies participating in the Kentucky Employees’ Health
Plan and eligible to apply for coverage under a Kentucky Employees’ Health Plan or who is a retiree of a state sponsored Retirement System Health Plan. Refer to KRS 18A.225 and KRS 18A.227.

Employer means the sponsor of the Group Plan or any subsidiary(s).

Expense incurred means the fee charged for services provided to you. The date a service is provided is the expense incurred date.

CVS/Caremark Specialty Pharmacy – a specialty pharmacy management program specializing in the provision of high-cost biotech and other specialty drugs used to treat long-term chronic disease states and complex conditions.

Family member means you or your spouse, or you or your spouse's child, brother, sister, parent, grandchild or grandparent.

Generic means a Tier 1 drug that is manufactured, distributed and available from several pharmaceutical manufacturers and identified by the chemical name; or as defined by the national pricing standard used by the Plan Manager. Generic prescription drugs have the same active ingredients in the same dosage form and strength as their brand name drug counterparts. The U.S. Food and Drug Administration (FDA) approves both brand-name drugs and generic drugs and requires generic drugs to have the same active ingredients. Kentucky law requires the pharmacy to dispense the generic drug if a generic drug is available. Generic drugs are therapeutically equivalent to brand name drugs whose patents have expired.

Independent Review Entity (IRE) means an individual or organization certified by the KDOI to perform external reviews under KRS 304.17A-623, 304.17A-625, and 304.17A-627.

In-network means services provided by participating pharmacy.

Kentucky Employees’ Health Plan or KEHP means the group health plan which is composed of eligible employees of state agencies, boards of education, local health departments, quasi agencies, the Kentucky Community and Technical College System, retiree (as defined in this Section) of the Kentucky Retirement Systems, Kentucky Teachers’ Retirement System, the Legislators Retirement Plan, and the Judicial Retirement Plan, and their eligible dependents. KEHP may also be referred to as the Public Employee Health Insurance Program.

Legend drug means any medicinal substance the label of which, under the Federal Food, Drug and Cosmetic Act, is required to bear the legend: Caution: Federal Law Prohibits dispensing without prescription.

Low-protein modified food means a product formulated to have less than one (1) gram of protein per serving and intended for the dietary treatment of inborn errors of metabolism or genetic conditions under the direction of a physician.

Maintenance drug means prescription drugs, medicines or medications that are:

1. Generally prescribed for treatment of long-term chronic sickness or bodily injuries; and

2. Purchased from the pharmacy contracted by the Plan Manager to dispense drugs.

Medically Necessary or Medical Necessity means health care services that a provider would render to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is:
1. In accordance with generally accepted standards of medical practice; and
2. Clinically appropriate in terms of type, frequency, extent, and duration.

**Medicare** means a program of medical insurance for the aged and disabled, as established under Title 18 of the Social Security Act of 1965, as amended.

**Member** means an employee, Retiree, or COBRA participant who is covered by one (1) of the health plans offered by the Kentucky Employees' Health Plan.

**Multi source drug** means a drug sold/marketed by two or more manufacturers or labelers.

**Necessary Information** means:
1. The results of any face-to-face clinical evaluation;
2. Any second opinion that may be required; and
3. Any other information determined to be necessary to making a utilization review determination.

**Non-participating pharmacy** means a pharmacy that has not entered into an agreement with the Plan Manager to provide participating provider services as part of Plan Manager’s Pharmacy Network or has not been designated by the Plan Manager as a participating provider.

**Opioid Management** – means stricter quantity limits on opioid medications to help prevent misuse, overuse, and abuse, based on CDC guidelines.

**Out-of-Network** means services provided by a non-participating pharmacy.

**Over-the-Counter (OTC) drug** – a drug product that does not require a prescription order under federal or state law.

**Participating pharmacy** means a pharmacy that has entered into an agreement with, or has been designated by, the Plan Manager to participate as part of the Plan Manager’s Pharmacy Network to dispense covered drugs to covered persons and to accept as payment the coinsurance amount to be paid by you and the amount of the benefit payment provided by the Plan.

**Pharmacist** means a person who is licensed to prepare, compound, and dispense medications or drugs and who is practicing within the scope of his or her license.

**Pharmacy** means a licensed establishment where prescription medications are dispensed by a pharmacist.

**Plan Manager** means CVS/Caremark. The Plan Manager provides services to the Plan Administrator, as defined under the Plan Management Agreement. The Plan Manager is not the Plan Administrator or the Plan Sponsor.

**Plan year** means a period of time beginning on the Plan anniversary date of any year and ending on the day before the same date of the succeeding year. KEHP’s plan year is based on a calendar year.

**Prescription** means a direct order for the preparation and use of a drug, medicine or medication. The drug, medicine or medication must be obtainable only by prescription. The order must be given to a pharmacist verbally, electronically, or in writing by a qualified practitioner for the benefit of and use by a covered person. The prescription must include at least:
1. The name and address of the covered person for whom the prescription is intended;
2. The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
3. The date the prescription was prescribed; and
4. The name, address and DEA number of the qualified practitioner.

Prior authorization (PA) means the process of obtaining certification of coverage for certain prescription drug products, prior to their dispensing.

Qualified medical child support order means a state court order or judgment, including approval of a settlement agreement which:

1. Provides for support of a covered employee's child;
2. Provides for health benefit coverage to the child;
3. Is made under state domestic relations law;
4. Relates to benefits under this Plan; and
5. Is qualified in that it meets the technical requirements of ERISA or applicable state law.

It also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by the Omnibus Budget Reconciliation Act of 1993.

Qualified practitioner means a practitioner, professionally licensed by the appropriate state agency to diagnose or treat a bodily injury or sickness, and who provides services within the scope of that license.

Quantity Level Limit (QLL) means coverage of selected drugs covered under the Plan, which coverage is limited to specified values over a set period of time. These values include, but are not limited to, drug quantity, day supply, number of refills and sponsor paid dollars.

Self-administered injectable drug means an FDA-approved medication which a covered person may administer to himself/herself by means of intramuscular, intravenous, or subcutaneous injection, and intended for use by you, the covered person.

Services mean procedures, surgeries, exams, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, medications, devices, or technologies.

Sickness means a disturbance in function or structure of your body which causes physical signs or symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of your body.

Therapeutic Equivalent – a medication that can be expected to have the same clinical effect and safety profile when administered under the conditions specified in labeling as another medication, although the medications are not chemical equivalents.

Therapeutic food, formulas, and supplements means products intended for the dietary treatment of inborn errors of metabolism or genetic conditions, including but not limited to eosinophilic disorders, food protein allergies, food protein-induced enterocolitis syndrome, mitochondrial disease, and short bowel disorders,
under the direction of a physician, and includes amino acid-based elemental formula and the use of vitamin and nutritional supplements such as coenzyme Q10, vitamin E, vitamin C, vitamin B1, vitamin B2, vitamin K1, and L-carnitine;

**Tier 1** refers to a *generic prescription* drug with the same active ingredients in the same dosage form and strength as their *brand-name* counterparts. The U.S. Food and Drug Administration (FDA) approves both *brand-name* drugs and *generic* drugs and requires *generic* drugs to have the same active ingredients. Kentucky law requires the *pharmacy* to dispense the *generic* drug if a *generic* drug is available. *Generic* drugs are *therapeutically equivalent* to *brand name drugs* whose patents have expired.

**Tier 2** are formulary *brand-name* drugs that have been reviewed and approved by an independent group of doctors and *pharmacists*, and have been selected for formulary inclusion based on its proven clinical and cost-effectiveness.

**Tier 3** are non-formulary *brand-name prescription* drugs that have one or more therapeutic alternatives available, either a *generic* drug or a formulary *brand-name drug*. A non-formulary drug is a drug that has been reviewed by the same team of doctors and *pharmacists* who have determined that a *therapeutically-equivalent* and more cost-effective drug is available.

**TRICARE** means the name of the federal government’s managed health care program for active-duty military, active-duty service families, retirees and their families, and other beneficiaries. An individual who is ordered to active duty for more than 30 days is automatically enrolled in TRICARE (TRICARE Prime a HMO-type option) and the individual’s dependents are also eligible to receive benefits under TRICARE

**Unit Dose Medications** – medications packaged in individual unit-of-use blister packs. *Unit dose medications* tend to be more expensive. Pharmacies providing medications to long-term care facilities are often required to dispense in *unit dose* packaging.

**Utilization Review** - means a review of the *medical necessity* and appropriateness of hospital resources and medical *services* given or proposed to be given to a covered person for purposes of determining the availability of payment. Utilization review includes concurrent review, pre-claim review, and post-claim review.

**You and your** means you as the *employee* and any of your *covered dependents*, unless otherwise indicated.