



**STATE OF CONNECTICUT
PARTNERSHIP PHARMACY BENEFIT PLAN
AS MADE AVAILABLE TO PARTICIPATING EMPLOYER
GROUPS UNDER PUBLIC ACT 11-58**

PLAN DOCUMENT

May 2013

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INTRODUCTION

This document describes the State of Connecticut Prescription Drug Plan (“Benefit Plan”) as made available to Participating Employers for their employees, retirees and eligible Dependents pursuant to Public Act 11-58. The Benefit Plan is a self-funded governmental health Benefit Plan.

The State of Connecticut has engaged CVS Caremark to act as administrator for this Pharmacy Benefit Plan. For Medicare-Eligible Retirees and their Medicare-Eligible dependents SilverScript Insurance Company, a subsidiary of CVS Caremark, administers an Employer Group Waiver Plan (“EGWP”) under Title I of the Medicare Prescription Drug Improvement and Modernization Act. The Medicare-Retiree Prescription Drug Benefit Plan that is supplemental to Medicare Part D is administered by CVS Caremark and will provide benefits to a retired employee (and his or her enrolled spouse, if applicable) to the extent that Coverage for such Services is not provided under Medicare Parts B or D.

This Plan Document explains the benefits, exclusions, limitations, terms and conditions of membership, and the guidelines which must be followed to obtain benefits for Covered Services. All the defined terms used in this Plan Document have been capitalized and have the meanings set forth below. As a Participating Employer, the municipality, political subdivision or board of education choosing to join the Partnership Plan is responsible for determining eligibility for coverage for its employees, retirees and their dependents. Such provisions are contained in the Participating Employer Eligibility Section X.

This Pharmacy Benefit Plan makes benefits available for the purchase of Prescription Drugs, and Maintenance Prescription Drugs, Specialty Medications, and Certain Preventive Medications.

The Plan Sponsor has complete discretionary, binding and final authority to construe the terms of the Plan, to determine an individual’s eligibility for coverage, to interpret ambiguous Plan language, to make factual determinations regarding the payment of Claims or provision of benefits, to review denied Claims and to resolve complaints by Plan Participants. Such authority has been delegated to CVS Caremark for the purpose of initial claims processing, administration of prior authorization and medical necessity reviews, review of denied claims, and appeals adjudication.

CONTACT INFORMATION

CVS Customer Service Active Employees & Non-Medicare Retirees

For information and assistance, a Member may call CVS Caremark. The telephone number for Customer Services is printed on the Member's Identification Card, and written below:

Customer Service Telephone: 1-800-318-2572.

Customer Service Hours: 24 hours a day

Web-site Address: www.caremark.com

SilverScript Customer Service Medicare Retirees

Customer Service Telephone: 866-693-4624

Customer Service Hours: 24 hours per day

Web-site Address: <http://stateofconnecticut.silverscript.com>

Please see the Schedule of Prescription Drug Benefits for the applicable Co-payments that are your responsibility.

Please see Exhibit A for a list of medications that require Prior Authorization and quantity limits applicable to Covered Benefits.

II. SCHEDULE OF PRESCRIPTION DRUG BENEFITS

A Member's rights to benefits for Covered Drugs as provided in this Plan Document are subject to the terms and conditions of the agreement between the State of Connecticut and CVS Caremark.

Active Employee Plans—Co-payments and Cost Shares				
Active Employees	Acute Medications Participating Retail	Acute Medications Non-Participating Pharmacy	Maintenance Medications (Mail Order Required after 1st 30-day fill at retail)*	Health Enhancement Program Members **Chronic Condition-Related Maintenance Medications At Mail Order
Generic	\$5.00	20%	\$5.00	\$0.00
Preferred	\$20.00	20%	\$10.00	\$5.00
Non Preferred	\$35.00	20%	\$25.00	\$12.50
Contraceptives*** Eff. 7/1/2013	\$0	N/A	\$0	\$0
Day Supply Limit	30	30	90	90

*Use of Mail Order or CT Maintenance Drug Network Pharmacy required for a 90-day refill of Maintenance Medications

** Asthma/COPD, Heart Failure/Heart Disease, Hyperlipidemia and Hypertension and Diabetes

*** Treated as Maintenance Medication (single fill of first prescription only at retail)

Retiree Plans—Co-payments and Cost Shares:				
Retirees	Acute Medications Participating Retail	Acute Medications Non-Participating Pharmacy	Maintenance Medications (Mail Order Required after 1st 30-day fill at retail)*	Health Enhancement Program Members **Chronic Condition-Related Maintenance Medications At Mail Order
Generic	\$5.00	20%	\$5.00	\$0.00
Preferred	\$20.00	20%	\$10.00	\$5.00
Non Preferred	\$35.00	20%	\$25.00	\$12.50
Contraceptives*** Eff. 7/1/2013	\$0	N/A	\$0	\$0
Day Supply Limit	30	30	90	90

* Includes refills obtained at pharmacies participating in the State of CT Maintenance Drug Network.

** Treated as Maintenance Medication (single fill of first prescription only at retail)

*** Treated as Maintenance Medication (single fill of first prescription only at retail)

RULES APPLICABLE TO ALL PLANS	
Brand Drugs as substitutes for available Generic Drugs	The same co-payment you would pay for a Generic Drug, plus the difference in price between the Generic Drug and the Brand Drug*
Generic Substitution	Required unless Prescribing Physician submits a Coverage Exception Request, attesting that Brand Drug is Medically Necessary
Non-Preferred Drug utilization	Higher co-pay required unless Prescribing Physician submits a Coverage Exception Request attesting that Non-Preferred Brand is Medically Necessary
Prior Authorizations and Other Clinical Programs	Required for Certain Drugs—See Attachment A
Benefit Period	One Calendar Year
Diabetes Co-pay	None
Chronic Conditions Health Enhancement Program	Co-pays may be waived or reduced for medications to treat: Asthma, Diabetes, COPD, Hyperlipidemia, Hypertension, heart failure or heart disease
Refill Policy	Per Plan Sponsor standard guidelines
Specialty Drugs	Can be dispensed at any retail pharmacy and are not limited to mail or participating Maintenance Drug Network pharmacies ; maintenance drug copays apply to 90 day supplies
Formulary	CVS Caremark Preferred Drug List

*If the Co-payment is greater than the Maximum Allowable Amount (see definition below) or the billed charge for the medication, the Member will pay the lower amount.

COVERED BENEFITS

Prescription Drugs
Maintenance Prescription Drugs
Certain Preventive Medications
Specialty Drugs

BENEFITS BY PHARMACY TYPE

Participating Retail Pharmacy Benefits

When a Covered Drug is dispensed by a Participating Pharmacy, the Participating Pharmacy will accept the Maximum Allowable Amount and will make no charge to the Member except for any applicable Co-payment or Cost-Share. Payment will be made to the Participating Pharmacy by CVS Caremark, except for Co-payments or Cost-Shares that are payable by Member at the Participating Pharmacy.

Non-Participating Pharmacy Benefits

When a Covered Drug is dispensed by a Non-Participating Retail Pharmacy the Member shall pay for the prescription out-of-pocket, and then will be reimbursed upon submitting a proper claim for reimbursement to CVS Caremark. Reimbursement is only available for Covered Services less any applicable Co-payment or Cost-Share, after review and approval of the claim. Reimbursement is based on the Maximum Allowable Amount (defined below) for Non-

Participating Pharmacies. Claims must be filed with CVS Caremark within 2 years after the prescription for the Covered Drug has been filled. The receipt must accompany the claim.

Maintenance Medications (Mail Order, CVS/Caremark or Maintenance Drug Network Service)

As set forth above, use of Caremark's Mail Order Service or use of the State of Connecticut Maintenance Drug network is mandatory for 90-day fills of Maintenance Drugs for Active Employees and certain retired Members. A Member will get one 30-day fill of a new Maintenance Drug at retail. Thereafter, all refills must be dispensed by (1) the CVS Mail Order Service; (2) a CVS retail Pharmacy; or (3) a retail pharmacy that that has agreed to process Maintenance Medications for Members of the State of Connecticut Pharmacy Benefit Plan (Maintenance Drug Network). A list of pharmacies participating in the network is found at www.caremark.com. The Member will get a 90-day fill of a Maintenance Medication for single co-pay.

III. DEFINITIONS

BENEFIT PERIOD: The period of time that we pay benefits for Covered Services. The Benefit Period is listed in the Schedule of Benefits. If your coverage ends earlier, the Benefit Period ends at the same time.

BRAND NAME PRESCRIPTION DRUG:

The term Brand Name Prescription Drug means a Prescription Drug that has a proprietary or trade name selected by the manufacturer and that is used to describe and identify it and which appears on its container, label or wrapping at the time of packaging.

CALENDAR YEAR: The term Calendar Year means a period beginning 12:01 a.m. on January 1 and ending midnight on December 31 of the same year.

CIVIL UNION PARTNER: The term Civil Union Partner means a same sex partner of the Covered Person who has joined with the Covered Person in a certified civil union.

CODE: The term Code means the Internal Revenue Code of 1986, as amended or replaced from time to time. Reference to any section or subsection of the Code includes references to any regulations thereunder and any comparable or succeeding provisions of any legislation that amends, supplements or replaces such section or subsection.

CO-PAYMENT: The term Co-payment means an amount that the Member is required to pay for Covered Services, which may be either (a) a fixed amount per prescription or (b) a percentage of the Maximum Allowable Amount for the prescription. This fee is in addition to premium equivalents paid by and on behalf of the Member and is payable by a Member for Covered Services at the time that those services are rendered. Co-payments are listed in the Schedule of Prescription Drug Benefits.

COST-SHARE: The term Cost-Share means the amount that the Member is required to pay for Covered Services.

COVERED DRUG: The term Covered Drug means a Medically Necessary Prescription Drug or Maintenance Prescription Drug or certain Preventive Medications, as defined below.

A Covered Drug includes any of the following:

Any Prescription Drug or Maintenance Prescription Drug that is not excluded under this Benefit Program;

Injectable insulin;

Any medicine which a Pharmacy compounds (at least one ingredient of which is a Prescription Drug) and which is not excluded under this benefit. This includes refills of Covered Drugs; or

Preventive Medications, as defined below.

In addition, in order to be a Covered Drug, the Prescription Drug or Maintenance Prescription Drug must be ordered by a duly licensed physician or other licensed health care practitioner acting within the scope of his or her license.

Any Prescription Drug that requires federal or other governmental agency approval not granted at the time the Prescription Drug was prescribed, or any drug that is approved by the Food and Drug Administration (FDA) for controlled studies only is not a Covered Drug.

COVERED PERSON: The term Covered Person means a person who becomes eligible for Covered Services under this Pharmacy Benefit Plan by virtue of past or present employment with the Plan Sponsor and whom the Plan Sponsor has enrolled in this Pharmacy Benefit Plan and in whose name an Identification Card is issued.

COVERED SERVICE(S): The term Covered Service(s) means Prescription Drugs and related products that are Medically Necessary, are described in this Plan Document, and are not listed in Section VI (Exclusions and Limitations) of this Plan Document.

DATE OF PLACEMENT: The term Date of Placement means the assumption and retention by a person of legal obligation for total or partial support of a child in anticipation of adoption of the child.

DEPENDENT: The term Dependent means a Covered Person's lawful spouse under a legally valid existing marriage, a Covered Person's Civil Union Partner under a legally valid civil union, and any child of either the Covered Person or his or her spouse who meets the requirements for coverage as set forth in Section X (Eligibility) of the Plan Document.

EFFECTIVE DATE: The term Effective Date means the date a Covered Person and his or her Covered Dependents, if any, are accepted by the Plan Sponsor and are eligible to receive benefits for Covered Services under this Pharmacy Benefit Plan.

EXPERIMENTAL OR INVESTIGATIONAL: The term "Experimental" or "Investigational" means services or supplies which include, but are not limited to, any treatment, equipment, drugs, drug usage, devices or supplies which are determined in the sole discretion of the Plan Sponsor to be Experimental or Investigational.

In making its determination, the Plan Sponsor will deem a service or supply to be Experimental or Investigational if it satisfies one or more of the following criteria:

1. The service or supply does not have final approval by the appropriate government regulatory body or bodies, or such approval for marketing has not been given at the time the service or supply is furnished; or
2. A written informed consent form for the specific service or supply being studied has been reviewed and/or has been approved or is required by the

treating facility's Institutional Review Board, or other body serving a similar function or if federal law requires such review and approval; or

3. The services or supply is the subject of a protocol, protocols or clinical trial study, or is otherwise under study in determining its maximum tolerated toxicity dose, its toxicity, its safety, its efficacy or its efficacy as compared with standard means of treatment or diagnosis.

Notwithstanding the above, services or supplies will not be considered Experimental if they have successfully completed a Phase III clinical trial of the federal Food and Drug Administration for the illness or condition being treated or the diagnosis for which they are being prescribed.

In addition, a service or supply may be deemed Experimental or Investigational based upon:

1. Published reports and articles in the authoritative medical, scientific and peer review literature; or
2. The written protocol or protocols used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

FDA: The term "FDA" means the United States Food and Drug Administration.

FORMULARY: The term Formulary means the list of Brand Name Drugs that have been selected by the CVS Caremark Pharmacy and Therapeutics Committee for inclusion on its Preferred Drug List, which may be updated from time to time.

GENERIC PRESCRIPTION DRUG: The term Generic Prescription Drug means a Prescription Drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original Brand Name drug.

HEALTH ENHANCEMENT PROGRAM: The term Health Enhancement Program (HEP) is a health incentive program that rewards Members who commit to taking an active role in management of their health. Enrolled HEP Members may qualify for reduced co-pays for certain medications.

IDENTIFICATION CARD: A card issued by Caremark or, where applicable, by SilverScript to a Covered Person or Dependent for identification purposes which must be shown by the Member to obtain Covered Services.

LATE ENROLLEE: The term Late Enrollee means an eligible employee, retiree and/or Dependent who requests health insurance following the Open Enrollment Period Effective Date, if applicable, or more than 31 days after the employee's, retiree's and/or Dependent's earliest opportunity to enroll for coverage under any health benefit plan sponsored by the Plan Sponsor.

MAINTENANCE DRUG NETWORK: The term Maintenance Drug Network means a retail pharmacy that has agreed to process Prescribed Maintenance Medications for Members of the State of Connecticut Partnership Plan. Pharmacies in the network (which includes all CVS pharmacies) have agreed to accept the Maximum Allowable Amount and will make no charge to the Member except for any applicable Co-payment or Cost-Share.

MAINTENANCE PRESCRIPTION DRUG: The term Maintenance Prescription Drug means a Prescription Drug that is used on a continuing basis for the treatment of a chronic condition or illness, such as heart disease, high blood pressure, arthritis and/or diabetes. It may also include oral contraceptives and other medications used on a year-round basis.

MAXIMUM ALLOWABLE AMOUNT: The term Maximum Allowable Amount means except as otherwise required by law, either (a) an amount agreed upon by CVS Caremark and a Participating Pharmacy as full compensation for Covered Drugs dispensed to a Member; or (b) with respect to a Non-Participating Retail or Mail Order Pharmacy, an amount designated by CVS Caremark and based on the amount paid to a Participating Pharmacy for a particular medication. When applicable, it is the Member's obligation to pay Cost-Shares as a component of this Maximum Allowable Amount. The amount the Plan Sponsor will pay for Covered Drugs will be the Maximum Allowable Amount or the billed charge, whichever is lower. The amount the Member will pay for Cost-Shares will be calculated on the basis of the Maximum Allowable Amount or the billed charges, whichever is lower.

Please note that the Maximum Allowable Amount may be greater or less than the Participating Pharmacy's billed charges for the Covered Drug.

MEDICALLY NECESSARY (MEDICAL NECESSITY): The term Medically Necessary (Medical Necessity) means a Prescription Drug or related item which is Prescribed by an appropriately licensed Physician or provider; and which may be a Covered Service which: a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that is: (1) In accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and (3) not primarily for the convenience of the patient, physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For the purposes of this subsection, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

MEDICARE: The term Medicare means Title XVIII of the Social Security Act of 1965, as amended.

MEMBER: The term Member means either a Covered Person or Dependent enrolled in this Pharmacy Benefit Plan and eligible for benefits for Covered Services under this Pharmacy

Benefit Plan.

MEMBERSHIP: The term "Membership" means the status of being a Member.

NON-PARTICIPATING PHARMACY: The term Non-Participating Pharmacy means any appropriately licensed Pharmacy that is not a Participating Pharmacy under the terms of this Pharmacy Benefit Plan.

OPEN ENROLLMENT PERIOD: The term Open Enrollment Period means the period of time during which the Plan Sponsor allows employees to select group health coverage.

ORAL CONTRACEPTIVE: The term Oral Contraceptive means a hormonal compound taken orally in order to block ovulation and prevent the occurrence of pregnancy.

PARTICIPATING EMPLOYER: The term Participating Employer means the municipality, political subdivision or board of education choosing to secure health benefit coverage under the Partnership Plan.

PARTICIPATING PHARMACY: The term Participating Pharmacy means a Pharmacy acceptable as a Participating Pharmacy by CVS Caremark to provide Covered Drugs to Members under the terms of this Pharmacy Benefit Plan.

PHARMACY: The term Pharmacy means a licensed retail establishment where Prescription Drugs or Maintenance Prescription Drugs are compounded and dispensed by a licensed pharmacist.

PHARMACY BENEFIT PLAN: The prescription drug component of the Partnership Plan as administered by CVS Caremark, or, as applicable that portion of the prescription drug component of the Plan administered by SilverScript for Medicare-eligible retirees.

PLAN: The term Plan means any of these which provides benefits or services for, or because of, medical or dental care or treatment.

(i) Group insurance or group-type coverage, whether insured or self-insured. This includes prepayment, HMO, group practice or individual practice coverage, as well as insurance coverage which is not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group; it does not include student accident or student accident & health coverage for which the student or parent pays the entire premium.

(ii) Coverage under a governmental plan or required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program. It also does not include group contracts issued by or reinsured through the Health Reinsurance Association, or subscriber contracts issued by a residual market mechanism established by hospital and medical service corporations and providing comprehensive health care coverage as provided in the Connecticut Health Care Act as

now constituted or later amended.

(iii) Medical benefits coverage of group, group-type and individual no-fault and traditional automobile fault contracts.

Each contract or other arrangement for coverage under (i) or (ii) is a separate Plan.

PLAN DOCUMENT: The term Plan Document means this document, (including any Riders and amendments), which describes the rights, benefits, terms, conditions and limitations of the coverage available to Covered Persons and eligible Dependents.

PLAN YEAR: The term Plan Year means the 12-month period beginning on January 1 and ending on December 31.

PRESCRIPTION DRUG(S): The term Prescription Drug means insulin and those drugs, biologicals, and compounds which can be dispensed legally only upon written authorization by a Physician, which are required by law to bear the legend “Caution: Federal Law prohibits dispensing without a prescription,” and which are listed in one or more of the following publications: United States Pharmacopeia, The National Formulary, or Accepted Dental Remedies.

PREVENTIVE MEDICATIONS: The term Preventive Medication means certain over-the-counter medications, which if prescribed by licensed provider for a Member of the designated age/gender for the indicated circumstances or conditions shall be a Covered benefit under the Plan without Co-payment.

PRIOR AUTHORIZATION: The term Prior Authorization (Prior Authorized) means a prior approval that must be obtained from CVS Caremark **before** a Member is entitled to receive benefits for certain Covered Drugs.

PROOF: The term Proof means any information that may be required by CVS Caremark or the Plan Sponsor in order to satisfactorily determine a Member’s eligibility or compliance with any provision of this Pharmacy Benefit Plan.

SPECIALTY DRUG: The term Specialty Drug means an injectable or non-injectable biotech or biological drug prescribed by a Physician having one or more of several key characteristics, including:

1. Requirement for frequent dosing adjustments and intensive clinical monitoring;
2. Need for intensive patient training and compliance for effective treatment;
3. Limited or exclusive product distribution.

TOTALLY DISABLED: The term Totally Disabled means that due to an injury or disease the Covered Person is unable to perform the duties of any occupation for which he or she is suited by reason of education, training or experience. A Dependent shall be Totally Disabled if because of an injury or disease he or she is unable to engage in substantially all of the normal activities of persons of like age and sex in good health. CVS Caremark will determine if a Member is Totally Disabled and shall be entitled to request Proof of continued disability at least annually.

IV. PRESCRIPTION DRUG BENEFITS

Subject to the Exclusions, Conditions and Limitations, and Schedules of Eligibility and Benefits in this Pharmacy Benefit Plan, a Member is entitled to benefits for Covered Drugs as described in this Section.

PARTICIPATING RETAIL PHARMACY BENEFITS

When a Covered Drug is dispensed by a Participating Retail or Participating Maintenance Drug Network Pharmacy, the Participating Pharmacy shall accept CVS Caremark's payment in full and shall make no charge to the Member except for any applicable Co-payment or other Cost-Share. Payment shall be made to the Participating Pharmacy by CVS Caremark. The Cost-Share is paid by the Member to the Pharmacy. Members may locate a Participating Pharmacy by calling the toll-free number listed on their Identification Card. To obtain benefits, Members should show the Participating Pharmacy pharmacist their Identification Card.

NON-PARTICIPATING PHARMACY BENEFITS

When a Covered Drug is dispensed by a Non-Participating Pharmacy, the Member shall pay for the prescription out-of-pocket, and then will be reimbursed upon submitting a proper claim for reimbursement to CVS Caremark. Reimbursement is only available for Covered Services, and is subject to reduction for any applicable Cost-Share or Co-payment. Reimbursement is based on the Maximum Allowable Amount for Non-Participating Pharmacies. Claims must be filed with CVS Caremark within 2 years after the Covered Drug has been filled. The receipt must accompany the claim. Members who are subject to mandatory Mail Order will only be reimbursed for the first 30-day supply of a Maintenance Prescription Drug that is dispensed by a Non-Participating Pharmacy on or after October 1, 2011.

MANDATORY MAIL ORDER PROGRAM

Active Members and Retired Members are required to fill orders for a 31-90 day supply of a Maintenance Prescription Drug by Mail Order from CVS Caremark, subject to the applicable Cost-Share amount as shown on the Schedule of Prescription Drug Benefits. Members should refer to the Mail Order program brochure included with their Member materials for more information on this program or call the Dedicated Member Services Unit at 1-800-318-2572.

MAINTENANCE DRUG NETWORK PHARMACY BENEFITS

Members can also obtain a 90-day refill of Maintenance Prescription Drugs at all CVS pharmacies and any retail pharmacy that has elected to join the State of Connecticut Maintenance Drug Network for the same Cost Share as is applicable to Mail Order. Members may locate a Participating Pharmacy by calling the toll-free number listed on their Identification Card.

COVERED SERVICES

This Plan Covers:

Medically Necessary Prescription Drugs, Maintenance Prescription Drugs, and Certain Preventive Medications that (a) qualify as Covered Drugs, (b) are dispensed by a Pharmacy, and (c) are prescribed by a licensed practitioner of the healing arts operating within the scope of his or her particular license, subject to the Exclusions and Limitations set forth in Section VI of this Plan Document.

Unless one of the **Special Exceptions** described below applies, the maximum supply of a Prescription Drug (other than a Maintenance Prescription Drug) for which benefits shall be provided when dispensed under any one prescription by a retail establishment is a 30-day supply.*

For Maintenance Prescription Drugs the maximum supply that can be dispensed by a participating retail pharmacy will depend upon whether the Covered Member is subject to mandatory Mail Order requirements or not. For Members subject to mandatory Mail Order the maximum day-supply of a Maintenance Prescription Drug that can be dispensed by retail Pharmacy is an initial 30-day supply. For Members subject to mandatory Mail Order the maximum supply of a Maintenance Prescription Drug that can be dispensed by Mail Order or by a retail pharmacy participating in the State of Connecticut Maintenance Drug Network is a 90-day supply.

For Members who are not subject to mandatory Mail Order the maximum supply that can be dispensed by retail Pharmacy is a 90-day supply.

*Certain Covered Drugs have specific quantity limits, as determined by state and federal statutes, FDA approved labeling for use and/or drug utilization review. Drug utilization review may include but is not limited to: drug-to-drug interaction screening, dosage-range screening, drug-of-preference screening, therapy protocol screening, gender and age-benefit screening, duration of use and monitoring of refills.

Special Exceptions. There are certain circumstances when a Special Exception to the maximum supply limit may be appropriate. A Member may qualify for a Special Exception if the Member can demonstrate that it will be difficult or impossible for that Member to obtain Covered Drugs in a regular, timely and appropriate manner.

The Member should contact the Member Services/Customer Service Department at the number located on his or her Identification Card to determine the applicable specific quantity for Covered Drugs or whether, and to what extent, a Special Exception may be applicable under the circumstances. Such Special Exception may be approved for a maximum period of six (6) calendar months at one time.

Coverage for Contraceptive Medications. Effective July 1, 2013, the Plan will Cover provision of contraceptive medications for females for \$0 cost share. The 30-day supply of a new Contraceptive Medication may be filled at a Retail Pharmacy. Thereafter, refills of Contraceptive Medications must be filled as Maintenance Medications.

Coverage for Certain Preventive Medications: The following medications will be Covered Services when prescribed by a licensed provider for a Member within the designated age/gender for the indicated circumstances or conditions for \$0 Cost Share.

1. **Aspirin to Prevent Cardiovascular Disease (CVD): Men.** For men age 45 to 79 years, generic aspirin with dosages between 81 and 325 mg will be covered when prescribed by a licensed provider; **Women.** For women age 55 to 79 years generic aspirin with dosage between 81 and 325 mg will be covered when prescribed by a licensed provider.
2. **Iron Supplementation in Children:** Over the counter iron supplementation for asymptomatic children to the age of 1 will be covered when prescribed by a licensed provider.
3. **Supplementation with Folic Acid:** For women to age 55, a daily supplement containing 0.4 to 0.8 mg (400 to 800 MCG) of folic acid will be covered when prescribed by a licensed provider.
4. **Smoking Cessation—Adults:** Over-the-counter generic nicotine replacement products, will be covered when prescribed by a licensed provider.
5. **Chemoprevention of Dental Caries (Cavities):** For preschool children (between the ages of 6 months and up to 6 years of age) whose primary water source is deficient in fluoride , oral forms of brand and generic fluoride will be covered when prescribed by a licensed provider in the following dosages: Sodium fluoride tab 0.5 mg; Sodium fluoride chew tab 0.25 - 0.5 mg, Sodium fluoride soln 0.125 ~ 0.25 mg/Drop, • Sodium fluoride soln 0.25 mg/0.6 ml; • Sodium fluoride soln 0.5 mg/ml.
6. **Contraceptives and Emergency Contraception:** Effective July 1, 2013, Over-the-counter contraceptives and emergency contraception will be covered for females when prescribed by a licensed provider

Covered Drugs Requiring Prior Authorization

A list of Covered Drugs that require Prior Authorization is attached as Exhibit A. The list of Covered Drugs for which Prior Authorization is required is subject to change, based upon (a) the existence of new FDA Approved Drug Products or Technologies; or (b) for FDA Approved Drug Products or Technologies, determinations after review by the CVS Caremark Prescription Pharmacy and Therapeutics Committee. The CVS Caremark Pharmacy and Therapeutics Committee will review these medications based on FDA approved indications and nationally recognized treatment guidelines.

As changes are made to this list in response to the availability of New FDA Approved Drug Products or Technologies, and/or review by the CVS Caremark Pharmacy and Therapeutics Committee, the Plan Sponsor will update the Plan Document. A Member may contact the Member Services/Customer Service Department at the number located on his or her Identification Card or CVS Caremark's website with any questions about Prescription Drugs that require Prior Authorization. The inclusion of a New FDA Approved Drug Product or Technology on the list of drugs requiring Prior Authorization is not a guarantee of coverage. Refer to the Prescription Drug benefit sections in this Plan Document for information on coverage, limitations, and exclusions.

To Obtain Covered Drugs Requiring Prior Authorization

The Member or Member's representative must obtain Prior Authorization in order to receive benefits for certain Covered Drugs. When a Covered Drug that requires Prior Authorization is prescribed for a Member, the Member or the Member's representative must call CVS Caremark at 1-800-294-5979 or fax a written request for prior authorization to CVS Caremark, at 1-888-836-0730.

Upon receipt of the request for Prior Authorization, CVS Caremark will either:

- deny Prior Authorization for the Prescription Drug or
- Approve benefits for that Prescription Drug up to any specified quantity limit.

Once benefits for a drug requiring Prior Authorization have been approved (including coverage that results from an internal review or external appeal the authorization will be effective for one calendar year from the date of coverage, after which point a new request for Prior Authorization of that drug must be submitted.

OTHER PRESCRIPTION DRUG BENEFIT PROVISIONS

1. The Plan Sponsor may require a Member to furnish CVS Caremark with any information about the diagnosis of any injury or illness and about the nature, quality, and quantity of the Prescription Drug or Maintenance Prescription Drug prescribed, and may deny coverage if adequate information is not furnished.
2. The Plan Sponsor shall not be liable for any claims, injury, demand or judgment based on tort, product liability, or other grounds (including warranty of merchantability), arising out of the coverage, compounding, dispensing, manufacturing, or use of any Prescription Drug or Maintenance Prescription Drug dispensed under the provisions of this Pharmacy Benefit Plan.
3. When a Non-Maintenance Prescription Drug order or a Maintenance Prescription Drug order does not specify "No Substitution," and the order is filled with a Brand Name drug at the request of the Member or Prescriber, even though a federally approved generic equivalent drug is available, the Member will be responsible for both the Generic

Prescription Drug Co-payment amount, as shown on the Schedule of Prescription Drug Benefits, and the difference in cost between the Generic Prescription Drug and the Brand Name Prescription Drug.

4. When a Brand Name Prescription Drug (for which a Generic Prescription Drug is available) is Medically Necessary to treat a Member's specific injury or illness, the Prescriber must submit a completed Medical Necessity form to CVS Caremark by facsimile. If Medical Necessity is established, the Brand Name Drug will be dispensed without the Member being responsible for paying the difference in cost between the Generic and the Brand Name Prescription Drug.
5. In the event that no Generic Prescription Drug is available for the dispensing of a Non-Maintenance Prescription Drug, a Member is required to pay the Brand Drug Co-payment amount as shown on the Schedule of Prescription Drug Benefits.
6. The Co-payment for a Non-Formulary Brand Drug may be reduced to the Co-payment applicable to a Formulary Brand Name Drug if the Prescriber submits a completed Medical Necessity form to CVS Caremark by facsimile and Medical Necessity is found.
7. If a Member purchases a Prescription Drug at a Non-Participating Pharmacy, the Member will be reimbursed based on the Maximum Allowable Amount for the Covered Drug less any applicable Cost-Share, after review and approval of the claim. Claims must be filed with CVS Caremark within 2 years after the prescription has been filled. The receipt must accompany the claim. Members who are subject to mandatory Mail Order will not be reimbursed for the cost of filling anything other than the first 30-day fill of a Maintenance Prescription Drug at a Non-participating Retail or Mail-Order Pharmacy. Members are subject to the following claims submission process when a Covered Drug is dispensed by a Non-Participating Retail or Mail Order Pharmacy:
 - a. Members must pay for Covered Drugs at the time of purchase, and submit the original receipt to CVS Caremark.
 - b. The claim must indicate the name and quantity of Covered Drugs dispensed.
 - c. Claims, receipts and other supporting material must be filed with CVS Caremark within two years after the Covered Drug was dispensed.
 - d. Claims and supporting material should be sent to

CVS Caremark, DMR,
PO BOX 52136
Phoenix, AZ 85072-2136.
8. Benefits for up to 6 pill(s)/unit(s)/dose(s) per month are available for a Covered Drug related to the treatment of male or female sexual dysfunctions or inadequacies.
9. Members in HEP may qualify for reduced Cost Shares for Maintenance Medications prescribed for the treatment of the following conditions: Diabetes, Asthma/COPD, High Blood Pressure, Hyperlipidemia, or Heart Disease/Heart Failure.

V. EXCLUSIONS AND LIMITATIONS

MEDICATIONS/PRODUCTS EXCLUDED FROM COVERAGE UNDER PLAN

This Pharmacy Benefit Plan provides no coverage for any Prescription Drug or Maintenance Prescription Drug that is or has been:

1. Dispensed before the Member's Effective Date or after his or her termination date.
2. The subject of a request for further information by CVS Caremark (for example, for utilization review purposes) where CVS Caremark is not provided with the information requested.
3. Filled in excess of that specified by the prescribing Physician or dispensed/refilled after one year from the original date of the prescription.
4. Taken while in or administered by a hospital or any other health care facility or office.
5. Paid for by the Medicare Program.
6. Covered under Worker's Compensation, Medicaid or other (non-Medicare) Governmental program, even if the Member chooses not to claim such benefits.
7. Furnished by the U.S. Veterans' Administration, except that if this Plan is the secondary plan, any co-pay amount a Member is required to pay may be submitted for reimbursement under the Coordination of Benefits provisions.
8. Dispensed or prescribed in a manner contrary to normal medical practice. However, coverage shall not be excluded for any drug prescribed for the treatment of cancer on the grounds that the drug is prescribed for the treatment of a type of cancer for which the drug has not been approved by the FDA, provided that the drug is recognized for treatment of the specific type of cancer for which the drug has been prescribed in one of the following established reference compendia: (1) The U.S. Pharmacopoeia Drug Information Guide for the Health Care Professional (USP DI); (2) The American Medical Association's Drug Evaluations (AMA DE); or (3) The American Society of Hospital Pharmacists' American Hospital Formulary Service Drug Information (AHFS-DI).
9. Considered Experimental or Investigational in nature, which includes any drug that requires federal or other governmental agency approval not granted at the time the drug was prescribed, or any drug that is approved by the FDA for controlled studies only.
10. All over-the-counter products and medications unless designated as Preventive Medications under the Covered Services section. This includes, but is not limited to, electrolyte replacement, non-specialized infant formula for which no prescription is required, miscellaneous nutritional supplements and all other over-the-counter products and medications.

11. Drugs or medicines related to sex transformation surgery.
12. Anorexiant.
13. Any cosmetic drugs including, but not limited to, Renova, skin pigmentation preparations, any drugs or products used for the treatment of baldness, or topical dental fluorides.
14. Growth Hormones for the treatment of Idiopathic Short Stature (ISS).
15. Any antibacterial soap.
16. Any detergents, shampoos, toothpaste/gels, or mouthwash/rinses.
17. An appliance, device, or other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug.
18. A hypodermic needle, syringe, or similar device, except for the administration of Covered Drugs when prescribed in accordance with the terms and conditions of the Pharmacy Benefit Plan.
19. An allergenic extract or vaccine.
20. A contraceptive or contraceptive device, that:
 - a. has not been approved by the FDA, and
 - b. is not prescribed by a licensed Physician.
21. Condoms.
22. Contraceptive sponges, spermicides. and over-the counter Emergency Contraceptives, unless prescribed by a licensed Physician (effective 7/1/2013).
23. Any other services or items not listed in this Policy.
24. Drugs or medicines covered under any other Plan with the Plan Sponsor.
25. Blood glucose meters or insulin injecting devices.
26. Vitamins that are used as a dietary supplement rather than as treatment, including liquid nutritional supplements; pediatric Prescription Drug vitamins, and prescribed versions of Vitamins A, D, K, B12, Niacin and Folic Acid, except as listed as Preventive Medications under Covered Services.
27. Any drug labeled “Caution - limited by Federal Law for Investigational Use” or

experimental drugs.

28. Any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment.
29. Drugs or medicines needed due to conditions caused, directly or indirectly, by a Member taking part in a riot or other civil disorder; or the Member taking part in the commission of a felony.
30. Drugs or medicines needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war, or drugs dispensed to a Member while on active duty in any armed force.
31. Any expenses related to the administration of any drug.
32. Drugs, medicines or products which are not Medically Necessary.
33. Erectile dysfunction Prescription Drugs, except as described under "Other Prescription Drug Benefit Provisions".
34. Infertility Prescription Drugs.
35. Over-the-counter smoking deterrents, except as listed as Preventive Medications under "Covered Services".
36. Dispensed in excess of amounts provided under "Covered Services" regarding Special Exceptions to the Maximum Supply Limit, vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs up to two times per year.

EXCLUSION OF WORKERS' COMPENSATION

To the extent permitted by law no benefits shall be provided for Covered Services that are paid, payable or eligible for coverage under any Workers' Compensation Law, employer's liability or occupational disease law, denied under a managed Workers' Compensation program as Non-Participating Pharmacy services or which, by law, were rendered without expense to the Member.

The Plan Sponsor shall be entitled to the following:

1. To charge the entity obligated under such law for the dollar value of those benefits to which the Member is entitled.
2. To charge the Member for such dollar value, to the extent that the Member has been paid for the Covered Services.
3. To reduce any sum owing to the Member by the amount that the Member has received

payment.

4. To place a lien on any sum owing to the Member for the amount the Plan Sponsor has paid for Covered Services rendered to the Member, in the event that there is a disputed and/or controverted claim between the Plan Sponsor and the designated Workers' Compensation carrier as to whether or not the Member is entitled to receive Workers' Compensation benefit payments.
5. To recover any such sum owing as described above, in the event that the disputed and/or controverted claim is resolved by monetary settlement to the full extent of such settlement.
6. If a Member is entitled to benefits under Workers' Compensation, employer's liability or occupational disease law, it is necessary to follow all of the guidelines for coverage under such program in order for this Pharmacy Benefit Plan to continue to provide benefits for Covered Services when the Workers' Compensation benefits are exhausted.

EXCLUSION OF AUTOMOBILE INSURANCE
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To the extent permissible by law, benefits shall not be provided by this Pharmacy Benefit Plan for Covered Services paid, payable or required to be provided as basic reparations benefits under any no-fault or other automobile insurance policy.

The Plan Sponsor shall be entitled:

1. To charge the insurer obligated under such law for the dollar value of those benefits to which a Member is entitled;
2. To charge the Member for such dollar value, to the extent that the Member has received payment from any and all sources, including but not limited to, first party payment.
3. To reduce any sum owing to the Member by the amount that the Member has received from any and all sources, including but not limited to, first party payment.
4. Benefits shall be subject to Coordination of Benefits, as described in the Coordination of Benefits in Section VII of this Plan Document, for Covered Services a Member receives under an automobile insurance policy, which provides benefits without regard to fault.
5. If a Member is entitled to benefits under a no-fault or other automobile insurance policy, benefits for Covered Services will only be provided when a Member follows all of the guidelines for coverage under that policy. It is necessary to follow all the guidelines under that policy in order for the Plan Sponsor to continue to provide benefits for Covered Services when the no-fault or other

automobile insurance policy benefits are exhausted.

VI. COORDINATION OF BENEFITS (COB)

All benefits provided under this Pharmacy Benefit Plan are subject to the Coordination of Benefits process described in this Section.

APPLICABILITY

1. The Coordination of Benefits (COB) provision applies to this Pharmacy Benefit Plan when a Member has health care coverage under more than one Plan. As explained more fully below, when this Pharmacy Benefit Plan is a "Primary Plan" its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When this Pharmacy Benefit Plan is a "Secondary Plan," its benefits are determined after those of the other Plan, and may be reduced by the other Plan's benefits. If a coverage arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.
2. If the Member is covered by this Pharmacy Benefit Plan and another Plan, the Order of Benefit Determination Rules in this Section shall determine which Plan is the Primary Plan. The benefits of this Pharmacy Benefit Plan:
 - a. Shall not be reduced when under the Order of Benefit Determination Rules this Pharmacy Benefit Plan is the Primary Plan; but
 - b. May be reduced (or the reasonable cash value of any Covered Service provided under this Pharmacy Benefit Plan may be recovered from the Primary Plan) when, under the Order of Benefit Determination Rules, another Plan is the Primary Plan;
 - c. Penalties imposed on a Member by the Primary Plan are not subject to COB;
 - d. The Member must submit the explanation of benefits from the Primary Plan to CVS Caremark within two years of the date of service in order to be eligible for payment under this Coordination of Benefits Section.

DEFINITIONS

In addition to the defined terms listed in the Definitions section of this Pharmacy Benefit Plan, the following also apply to this Coordination of Benefits Section.

ALLOWABLE EXPENSE: The term Allowable Expense means a Medically Necessary Allowable Expense, for an item of expense for health care, when the item of expense, including any Co-payment amount, is covered at least in part by one or more Plans covering the Member for whom the claim is made. When this Pharmacy Benefit Plan provides Covered Services, the reasonable cash value of each Covered Service is the Allowable Expense and is a benefit paid.

CLAIM DETERMINATION PERIOD: The term Claim Determination Period means a Calendar Year. However, it does not include any part of a Calendar Year during which a person has no coverage under this Pharmacy Benefit Plan, or any part of a Calendar Year before the date

this COB provision or a similar provision takes effect.

PRIMARY PLAN: The term Primary Plan means a Plan whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either of the following is true:

- The Plan either has no Order of Benefit Determination rules or it has rules which differ from those stated in this Section; or
- All Plans which cover the person use the Order of Benefit Determination rules as stated in this Section, and under those rules the Plan determines its benefits first. There may be more than one Primary Plan (for example, two Plans which have no Order of Benefit Determination rules).

When this Pharmacy Benefit Plan is the Primary Plan, Covered Services are provided or covered without considering the other Plan's benefits.

SECONDARY PLAN: The term Secondary Plan means a Plan which is not a Primary Plan. If a person is covered by more than one Secondary Plan, the Order of Benefit Determination rules of this Section decide the order in which his or her benefits are determined in relation to each other. The benefits of the Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under the rules of this Section, has its benefits determined before those of the Secondary Plan.

When this Pharmacy Benefit Plan is the Secondary Plan, benefits for Covered Services under the Pharmacy Benefit Plan may be reduced and the Plan Sponsor may recover from the Primary Plan, the Provider of Covered Services, or the Member, the reasonable cash value of the Covered Services provided by this Pharmacy Benefit Plan.

ORDER OF BENEFIT DETERMINATION RULES

General Rule

When a Member receives Covered Services by or through this Pharmacy Benefit Plan (or is otherwise entitled to claim benefits under Pharmacy Benefit Plan) and has followed all the Plan Sponsor guidelines and procedures, as specified in this Plan Document, and the Covered Services are a basis for a claim under another Plan, this Pharmacy Benefit Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless:

1. The other Plan has rules coordinating its benefits with those described in this Plan Document; and
2. Both the other Plan's rules and this Pharmacy Benefit Plan's coordination rules, as described below, require that this Pharmacy Benefit Plan's benefits be determined before those of the other Plan.

Coordination Rules

The Plan Sponsor determines its order of benefits using the following rules:

1. Other than a Dependent

The benefits of the Plan which covers the person as a Covered Person, (that is, other than as a Dependent), are primary to those of the Plan which covers the person as a Dependent;

2. Dependent Child/Parents Not Separated or Divorced

When this Pharmacy Benefit Plan and another Plan cover the same child as a Dependent of different persons, called “parents,” the Plan of the parent whose birthday falls earlier in a year is primary to the Plan of the parent whose birthday falls later in that year, but if both parents have the same birthday, the Plan which covered a parent longer is primary. Only the month and day of the birthday are considered.

3. Dependent Child/Separated or Divorced Parents

In the case of a Member for who is a Dependent child:

- a. When the parents are separated or divorced and the parent with legal custody of the child has not remarried, the benefits of a Plan which covers the child as a Dependent of the parent with legal custody of the child shall be determined before the benefits of a Plan which covers the child as a Dependent of the parent without legal custody;
- b. When the parents are divorced and the parent with legal custody of the child has remarried, the benefits of a Plan which covers the child as a Dependent of the parent with custody shall be determined before the benefits of a Plan which covers that child as a Dependent of the step-parent; and
- c. The benefit of a Plan which covers that child as a Dependent of the step-parent shall be determined before the benefits of a Plan which covers that child as a Dependent of the parent without legal custody.

However, if the specific terms of a court order state that one of the parents is financially responsible for the health care expenses of the child, then the Plan which covers the child as a Dependent of the financially responsible parent shall be determined before the benefits of any other Plan that covers the child as a Dependent. The provisions of this Subsection do not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the payor has actual knowledge of the terms of the court order

4. Active/Inactive Employee

A Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) is primary to a Plan which covers that person as a laid-off or retired employee (or as that employee's Dependent). 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 is ignored.

5. Longer/Shorter/Length of Coverage

If none of the above rules determines the order of benefits, the Plan which covered a Covered Person longer is primary to the Plan which covered that person for the shorter time.

6. Medicare

If a Member is eligible for Medicare and still covered under this Pharmacy Benefit Plan, the Plan Sponsor will provide benefits of this Pharmacy Benefit Plan, to the extent that coverage for such services is not provided by Medicare Parts B or D.

EFFECT OF THIS PHARMACY BENEFIT PLAN ON THE BENEFITS

1. This Subsection applies when, in accordance with the Order of Benefit Determination Rules, this Pharmacy Benefit Plan is a Secondary Plan as to one or more other Plans. In that event, the benefits of this Pharmacy Benefit Plan may be reduced under this Subsection. Such other Plan or Plans are referred to as "the other Plans."
2. Reduction in this Pharmacy Benefit Plan's benefits. When the Pharmacy Benefit Plan is the Secondary Plan, the Plan Sponsor will provide benefits at the lesser of: the amount that would have been paid had it been the Primary Plan or the balance of the bill. The Plan Sponsor shall never pay more than it would have paid as the Primary Plan.

If another Plan provides that its benefits are "excess" or "always secondary" and if this Pharmacy Benefit Plan is determined to be secondary under this Pharmacy Benefit Plan's COB provisions, the amount of benefits payable under this Pharmacy Benefit Plan shall be determined on the basis of this Pharmacy Benefit Plan being secondary.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain information is needed to apply these COB rules. The Plan Sponsor has the right to decide which information it needs. By enrolling in the Pharmacy Benefit Plan the Member consents to the release of information necessary to apply the COB rules. Any Member claiming benefits under this Pharmacy Benefit Plan must furnish information which the Plan Sponsor and/or CVS Caremark determine is necessary for the coordination of benefits.

FACILITY OF PAYMENT

A payment made or a service provided under another Plan may include an amount which should have been paid or provided under this Pharmacy Benefit Plan. If it does, the Plan Sponsor may pay that amount to the organization that made the payment. Such amount shall then be considered as though it were a benefit paid under this Pharmacy Benefit Plan.

RIGHT OF RECOVERY UNDER COB

If the amount of benefits provided under the Pharmacy Benefit Plan is more than should have been paid under this COB provision, or if this Pharmacy Benefit Plan has provided services which should have been paid by the Primary Plan the Plan Sponsor may recover the excess or the reasonable cash value of the Covered Services, as applicable, from one or more of the persons it has paid or for whom it has paid, insurance companies, or other organizations.

The right of the Plan Sponsor to recover from a Member shall be limited to the Allowable Expense that the Member has received from another Plan. Acceptance of Covered Services will constitute consent by the Member to the Plan Sponsor's right of recovery. The Member agrees to take such further action to execute and deliver such documents as may be required and do whatever else is necessary to secure the Plan Sponsor's rights to recover excess payments. The Covered Person's failure to comply may result in a withdrawal of benefits already provided or a denial of benefits requested.

VII. TERMINATION

This Section describes how coverage for a Member can be cancelled, rescinded, suspended or not renewed.

TERMINATION OF A MEMBER'S COVERAGE

The Member's enrollment in the Pharmacy Benefit Plan shall terminate:

1. The last day of the month in which required premium equivalents are paid for your coverage if we do not receive payment when due;
2. At the Member's option, during the Plan Sponsor's Open Enrollment Period, to be effective as of the renewal date of the Pharmacy Benefit Plan;
3. The day following a Covered Person's death. When a Covered Person dies, his or her Dependents' coverage shall be terminated on the first day of the month following the Covered Person's death they are eligible for continued coverage under the Retiree Health Benefit Plan or elect to continue coverage pursuant to the COBRA;
4. When you cease to meet the Eligibility requirements as defined Section X of this Plan Document, coverage will end on the first day of the month following the loss of eligibility. When a Dependent's eligibility for coverage is lost due to misrepresentation of status, divorce or legal separation, termination of coverage will occur on the first day of the month following the occurrence of divorce or legal separation.
5. If and when a Member permits any other person to use his or her Identification Card to obtain services.
6. If and when it is determined that a Covered Person has enrolled an ineligible person as a Dependent under the Plan or has failed to provide the Plan Sponsor with required notification of the occurrence of an event that causes an individual enrolled as a dependent to no longer be eligible for coverage as such. Such events or occurrences include by way of example, divorce, legal separation, attainment of maximum age or termination of legal guardianship by operation of law (ward's attainment of age 18) or expiration of a court order of guardianship.

Notwithstanding anything else above, coverage for an enrolled Dependent will terminate on the day after the death of that enrolled Dependent.

MEMBER NOTIFICATION

Pursuant to Connecticut General Statutes, if the Plan Sponsor cancels or discontinues this Pharmacy Benefit Plan with respect to the entire group or a class of employees, the Plan Sponsor must send the Covered Person written notification of cancellation or discontinuation of this Pharmacy Benefit Plan at least 15 days before the effective date of cancellation or

discontinuation. Coverage will be terminated regardless of whether the notice was given.

CONTINUATION OPTIONS

In the event you lose eligibility under this Pharmacy Benefit Plan, you may be entitled to continue coverage under certain circumstances. Continuation options will be provided under each of the following circumstances for the period indicated or until the Member becomes eligible for other group coverage, except as otherwise stated in this Section.

Note: Notwithstanding anything else in this Plan Document to the contrary, continuation coverage will terminate under this Pharmacy Benefit Plan will terminate upon the expiration of the contract between the Plan Sponsor and CVS Caremark or if required premium equivalents are not paid when due.

COBRA CONTINUATION COVERAGE

1. Members in groups subject to the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), may continue membership in this Prescription Drug Benefit Plan to the extent required by law. The Plan Sponsor or its representative shall administer COBRA continuation benefits. Coverage shall also be available to a child born to or placed for adoption with the Member while the Member is receiving continuation coverage under the COBRA. The right to continuation coverage in this Prescription Benefit Plan will terminate, however, upon termination of the Agreement between the Plan Sponsor and CVS Caremark.

Continuation of coverage for up to 36 months shall be available for an enrolled Dependent following:

- a. The death of the Member;
- b. The legal separation or divorce from the Member;
- c. The Member’s entitlement for Medicare; or
- d. The attainment of the limiting age for an enrolled Dependent child.

Continuation of coverage for up to 30 months shall be available to a Member and his or her enrolled Dependents following:

- a. The Member’s reduction in work hours;
- b. The Member’s voluntary resignation;
- c. Lay-off or termination of the Member for any reason other than gross

misconduct.

- d. An additional 11 months shall be available to a Member or an enrolled Dependent who is determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation of coverage under the COBRA or becomes disabled at any time during the first 60 days of COBRA continuation coverage. The Member or enrolled Dependent must provide notice of the disability determination to the Plan Sponsor not later than 60 days after the date of the Social Security Administration's determination and before the end of the initial 18 months of COBRA continuation coverage.

If it is determined that the Member is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following 30 days after the final determination notice.

The continuation of coverage must be equal to the benefits under this Pharmacy Benefit Plan that are available to currently employed Members. A Member who is eligible for continuation of coverage must be provided with at least 60 days in which to elect such coverage.

A Member's eligibility for such continuation of coverage ends earlier than the above periods if:

- a. The Member becomes eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition of the Member that would affect coverage under this Prescription Benefit Plan; or
- b. The premium for continuation of coverage is not paid on time; or
- c. The Member becomes entitled to Medicare benefits.

VIII. PAYMENT PROVISIONS

PAYMENT FOR COVERED SERVICES

Payment for Covered Services from a Participating Pharmacy shall be made to the Participating Pharmacy. Payment for Covered Services provided by a Non-Participating Pharmacy shall be made directly to the Member, who shall be responsible for payment to the Non-Participating Pharmacy. Where a Dependent child receives Covered Services from a Non-Participating Pharmacy, CVS Caremark will send payment directly to the custodial parent when the CVS Caremark is notified in writing, even if that parent is not a Member.

In order to be considered for payment, claims for payment for Covered Services provided by Non-Participating Retail or Mail Order Pharmacies must be received by CVS Caremark within 2 years from the date the Covered Services were performed. Submit such Claims to:

CVS Caremark, DMR
PO BOX 52136
Phoenix, AZ 85072-2136

CVS Caremark will not routinely issue a benefit payment of less than \$1.00 except upon written request from the Member.

Claims for benefits for Covered Services provided to a Member will be processed within thirty (30) days of the date the claim is received by CVS Caremark. If a claim decision cannot be made within the 30-day period, an extension of up to fifteen (15) days may be requested. Before the end of the initial thirty (30)-day period, CVS Caremark will send the Member written notice of the reason(s) for the delay.

If the time to process a claim is extended because the Member has not submitted requested information, the time period required for the claim processing will be tolled from the date the notice of requested information is sent to the Member until the date CVS Caremark receives the Member's response. CVS Caremark will make a claim decision within fifteen (15) days after receipt of the requested information. Members should submit the requested information within forty-five (45) days of receipt of the request.

PAYMENT FOR MAINTENANCE DRUGS FOR THOSE SUBJECT TO MANDATORY MAIL ORDER

Members who are subject to mandatory Mail Order will not be reimbursed for the cost of filling anything other than the first 30-day fill of a new Maintenance Prescription Drug at a Non-participating Retail or Mail-Order Pharmacy. Claims for Covered Services submitted more than 2 years after the date the services were performed shall not be covered or paid.

CLAIM OVERPAYMENTS

When CVS Caremark has made payments for Covered Services (either in error in excess of the maximum amount of payment necessary to satisfy the provisions of this Pharmacy Benefit Plan) irrespective of to whom paid, CVS Caremark on behalf of the Plan Sponsor has the right to recover these payments from one or more of the following: (a) Any person to or for whom such payments were made; (b) Any insurance companies; or (c) Any other organization receiving said payment.

The Plan Sponsor's right to recover may include deducting the amount CVS Caremark has paid in error or in excess from future benefits payments. The Covered Person personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever is necessary to secure the Plan Sponsor's right to recover any erroneous or excess payments.

RIGHT OF RECOVERY

The purpose of the Plan is to provide Coverage for qualified pharmacy expenses that are not covered by a third party. If the Plan pays benefits for any claim a Covered Person incurs as the result of negligence, willful misconduct or other action or omission of a third party, the Plan has a right of subrogation. To the extent permitted by law, where the Covered Person has a right of recovery against third parties for the cost of Covered Services the Plan shall have a right of recovery against third parties for benefits for Covered Services provided under the terms of this Program,.

Acceptance of Covered Services will constitute consent by the Covered Person to the Plan's right of recovery. The Covered Person agrees to execute and deliver such additional instruments, and to take such other action as CVS Caremark or Plan may require, to implement this provision. To the extent permitted by law, the Plan, or CVS Caremark acting on its behalf, will have the right to bring suit against such third party in the name of the Covered Person and in its own name as subrogee. The Covered Person shall do nothing to prejudice the Plan's rights under this provision without its consent.

If a Covered Person receives payment from a third party by suit or by way of settlement for the cost of Covered Services, such Covered Person is obligated to reimburse the Plan for benefits paid on his or her behalf out of the recovery from the third party or insurer. To the extent permitted by law, the Plan has a lien on any amount recovered by the Covered Person from the responsible third party or insurer whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full, less a pro rata share of the reasonable attorney's fees and costs the Covered Person sustained in obtaining the recovery.

You must notify the Plan immediately if you begin settlement negotiations with or obtain a judgment against a third party or insurer in connection with an accident or injury for which benefits have been paid by the Plan.

IX. GRIEVANCE AND APPEAL RIGHTS

CLAIM DENIALS

If benefits are denied, in whole or in part, CVS Caremark will send the Member a written notice within the established time periods described in the section entitled “Payment for Covered Services.” The Member or the Member's duly authorized representative may appeal the denial as described in the Member Appeal Process section below. The adverse determination notice will include the reason(s) for the denial, reference to the Plan provision(s) on which the denial is based, whether additional information is needed to process the claim and why such information is needed, the claim appeal procedures and applicable time limits.

If the denial involves a utilization review determination, the notice will also specify:

- Whether an internal rule, guideline, protocol or other criterion was relied upon in making the claim decision and that this information is available to the Member upon request and at no charge; and
- That an explanation of the scientific or clinical judgment for a decision based on Medical Necessity, Experimental or Investigational treatment or a similar limitation is available to the Member upon request and at no charge.

MEMBER APPEAL PROCESS

A Member's questions about the Pharmacy Benefit Plan often can be handled informally and may be addressed by contacting Member Service/Customer Service, using the telephone number provided on the back of the Member's Identification Card. In addition, information about the following Appeal process may be obtained by contacting Member Service/Customer Service.

The Appeal process is available to the Member, the Member's duly authorized representative, the Provider of record, or the Provider of record's duly authorized representative.

This Appeal process is divided into two types of appeals: adverse utilization review determinations and adverse non-utilization review determinations. Utilization review determinations, such as prior authorizations, are determinations based on Medical Necessity or other criteria related to the nature of the drug or the Member's condition being treated. Non-utilization review determinations concern issues relating to the Member's Pharmacy Benefit Plan that do not involve the exercise of clinical judgment, such as eligibility for benefits, coverage of claims, or claims processing.

APPEAL PROCESS FOR ADVERSE MEDICAL NECESSITY DETERMINATIONS

DEFINITIONS

The following terms are used to describe the claims and appeals review services:

Adverse Benefit Determination – A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a Plan benefit. An adverse benefit determination includes a denial, reduction, or termination of, or failure to provide or make payment (in whole or in part) for a medication or product based on the application of the Plan's benefits, review requirements, or on a determination of a plan Member's eligibility to participate in the Plan. An adverse benefit determination also includes a failure to cover a Plan benefit because use of the benefit is determined to be Experimental, Investigative, or not Medically Necessary or appropriate.

Claim – A request for a Plan benefit that is made in accordance with the Plan's established procedures.

Final External Adverse Benefit Determination – An external review of an adverse benefit determination. This review is available only after CVS Caremark's internal appeals process has been exhausted unless the appeal involves an Urgent Care Claim for which Expedited Review is sought.

Independent Review Organization (IRO) – An independent company that consists of a network of practicing physicians and board certified specialists in all fields of medicine. IRO medical experts provide an impartial evaluation of benefit determinations for Medical Necessity appeals and for the External Review process.

Medically Necessary (Medical Necessity) – Medications or products are considered Medically Necessary if:

- Use of the medication or product is accepted by the health care profession in the United States as appropriate and effective for the condition being treated;
- Use of the medication or product is based on recognized standards for the health care specialty involved;
- Use of the medication or product represents the most appropriate level of care for the Member, based on the seriousness of the condition being treated, the frequency and duration of services, and the place where services are performed; and
- Use of the medication or product is not solely for the convenience of the Member, Member's family, or provider.

Non-Utilization Review Determination—A review relating to the Member's Pharmacy Benefit Plan, such as an individual's eligibility for benefits, coverage of claims or claims processing that do not involve Medical Necessity or the exercise of clinical judgment.

Plan – The prescription drug component of the State of Connecticut Partnership Plan as administered by CVS Caremark.

Prior Authorization Claim Review – CVS Caremark’s pre-service review of a Member’s initial request for a particular medication or product. CVS Caremark will apply a set of pre-defined criteria to determine whether the requested medication or product is appropriate.

Pre-Service Appeals Review – Review of a Claim for a medication or product that is conditioned, in whole or in part, on the approval of the benefit in advance of obtaining the requested medical care or service. Pre-Service Review includes Member requests for prior authorization.

Post-Service Appeals Review –Review of a Claim for a medication or product that the Plan denied, reduced, or failed to provide or make a benefit for.

Urgent Care Claim – A Claim for a medication, or product where a delay in processing the Claim: (i) could seriously jeopardize the life or health of the Member, and/or could result in the Member’s failure to regain maximum function, or (ii) in the opinion of a physician with knowledge of the Member’s condition, would subject the Member to severe pain that cannot be adequately managed without the requested medication or product.

CVS Caremark will provide the *First Internal Review* for appeals for Pre-Service and Post-Service Claims. CVS Caremark will provide an additional *Second Level Internal Appeal* of Pre-Service and Post-Service Claims. The Medical Necessity review for a *Second Level Internal Appeal* will be conducted by an independent medical expert, who specializes in the condition involved.

A plan Member who receives an adverse Second Level Appeal Determination may further appeal by pursuing an *External Appeal* with the Connecticut Department of Insurance within the time periods set forth below.

INTERNAL REVIEWS (FIRST AND SECOND LEVEL APPEALS)
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Prior Authorization Review:

CVS Caremark will administer the prescription drug benefit program by comparing Member requests for certain medications and/or other prescription benefits against coverage rules, pre-defined preferred drug lists or formularies before those prescriptions are filled.

If CVS Caremark determines that the Member’s request for prior authorization cannot be approved, that determination will constitute an Adverse Benefit Determination.

First Level Appeal of Adverse Benefit Determinations:

If an Adverse Benefit Determination is rendered on the Member’s Claim, the Member may file an appeal of that determination. The Member’s appeal of the Adverse Benefit Determination must be made in writing and submitted to CVS Caremark within 180 days after the Member receives notice of the Adverse Benefit Determination.

The Member’s appeal should include the following information:

- Name of the Member the appeal is being filed for;

- CVS Caremark Identification Number;
- Date of birth;
- Written statement of the issue(s) being appealed;
- Drug name(s) being requested; and
- Written comments, documents, records or other information relating to the Claim.

The Member's appeal and supporting documentation may be mailed or faxed to CVS Caremark:

Prescription Claim Appeals MC 109
CVS Caremark
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax: 1-866-443-1172.

For Urgent Care Claims, the Member or the Member's Provider or authorized representative may request an expedited appeal by calling toll-free 1-866-443-1183, faxing a written appeal to 1-866-443-1172, or mailing a written appeal with a copy of this letter to the address above.

Second Level Internal Review.

If an Adverse Benefit Determination is rendered on the Member's First Level Appeal, the Member may file an appeal of that determination. The Member's Second Level Appeal of the Adverse Benefit Determination must be made in writing and submitted to CVS Caremark within 180 days after the Member receives notice the decision on the First Level Appeal. The appeal must in writing and must be sent by mail or facsimile to:

Prescription Claim Appeals MC 109
CVS Caremark
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax: 1-866-443-1172

For Urgent Care Claims, a Member or the Member's authorized representative may request an expedited appeal by calling toll-free 1-866-443-1183, faxing a written appeal to 1-866-443-1172 or mailing a written appeal with a copy of the letter providing notice of the denial of the First Level Appeal to the address above.

EXTERNAL REVIEW—CONNECTICUT DEPARTMENT OF INSURANCE
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A Plan Member whose Claim for prescription drug benefits has been denied after a Second Level Appeal may request, in writing, an External Review of his or her Claim within 120 days after receiving notice of the Final Internal Adverse Benefit Determination. The Member's request should include their name, contact information including mailing address and daytime phone

number, Member ID number, and a copy of the coverage denial. The Member's request for External Review and supporting documentation may be mailed to:

State of Connecticut Insurance Department
Attn: External Appeals
P.O. Box 816
Hartford, CT 06142-0816.
860-297-3910

For overnight delivery services only, send applications for External Review to the following street address:

State of Connecticut Insurance Department
Attn: External Appeals
153 Market Street, 7th Floor
Hartford, CT 06143
860-297-3910.

Any request for an external appeal of an adverse utilization review determination must be received by the Connecticut Insurance Department within one hundred twenty (120) days from the date of the receipt of the final Appeal determination.

Contents of External Appeal

The following items must be included in the Appeal.

- A completed "request for External Appeal" form.
- An authorization form allowing the CVS Caremark and your health care professional to release medical information to the independent review organization.
- Evidence of being enrolled in the Plan (photocopy of the identification card issued by the Plan).
- Copies of all correspondence from CVS Caremark.
- A copy of the Final Determination letter indicating that all internal Appeal mechanisms have been exhausted.
- A copy of the summary plan description or explanation of benefits.
- **The filing fee of \$25**

In addition to the required items outlined above, you may also submit any additional information relevant to your condition.

Urgent/Expedited Care Claims: In an emergency or life threatening situation, a Member or a Provider acting on a Member's behalf can file an expedited external appeal without exhausting all of the Plan's internal appeals procedures. The Member or Provider can also apply for an expedited internal appeal of a claim at the same time.

An independent review organization will determine whether the Member's appeal will be handled on an expedited basis. If the appeal is not accepted for expedited review, the

Member will be required to exhaust all internal appeals before seeking external review.

TIMETABLE FOR DECISION BY CVS CAREMARK

Pre-Authorization Review – CVS Caremark will make a decision on a prior authorization request for a Plan benefit within 15 days after it receives the request. If the request relates to an Urgent Care Claim, CVS Caremark will make a decision on the Claim within 24 hours, unless extended by law.

Pre-Service Claim First Level Appeal. CVS Caremark will make a decision on a First-Level Appeal of an Adverse Benefit Determination rendered on a Pre-Service Claim within 15 days after it receives the Member’s appeal.

Pre-Service Claim Second Level Appeal If CVS Caremark renders an Adverse Benefit Determination on the First Level Appeal of the Pre-Service Claim, the Member may appeal that decision. A decision on the Member’s Second-Level Appeal of the Adverse Benefit Determination will be made by independent medical experts within 15 days after the Second Level Appeal is received.

Pre-Service Claim Urgent/ Expedited Care Appeal If the Member is appealing an Adverse Benefit Determination of an Urgent Care Claim, a decision on such appeal will be made not more than 72 hours after the request for Second Level Appeal(s) is received.

Post-Service Claim Appeal – CVS Caremark will make a decision on an appeal of an Adverse Benefit Determination rendered on a Post-Service Claim within 60 days after it receives the appeal. If CVS Caremark renders an Adverse Benefit Determination, Member may appeal through the External Review process.

External Review – If a Member appeals an Adverse Benefit Determination by requesting an External Review with the Connecticut Insurance Department, CVS Caremark will complete a preliminary review of the Member’s eligibility within 5 days of receiving the request from the Commissioner of Insurance for a standard External Review, and within one day of receiving the request from the Commissioner of Insurance in the case of an expedited External Review.

CVS Caremark’s preliminary review will determine whether (a) the individual is a Covered Person; (b) the service requested is a Covered Service under the Plan (c) the Covered Person has exhausted all internal grievance procedures; and (d) the Covered Person has provided all the information and forms required to process an external review or an expedited external review. Within one day of completing the preliminary review CVS Caremark shall notify the Commissioner, the Covered Person and, if applicable, the Covered Person's authorized representative in writing whether the request for an external review or an expedited external review is complete and eligible for such review. The Independent Review Organization (“IRO”) appointed by the Department of Insurance to review the case, shall rend its decision within 45 days after receipt of the assignment from the Commissioner to conduct the review.

Type of Review	Time* for Issuing Decision)
Pre-Service (Prior Authorization)	15 days
Pre-Service —Urgent Utilization Review— Pre or Concurrent Service	24 hours
First Level Appeal Utilization Review—Urgent Pre Service	15 days
First Level Appeal Utilization Review—Post Service	72 hours*
First Level Appeal Non-Utilization Review	60 days 20 days
Pre –Service Utilization Review	15 days
Second Level Appeal Pre –Service Utilization Review Expedited (Urgent)	72 hours
Second Level Appeal Utilization Review—Post Service	
Second Level Appeal	60 days
External Review—Standard	CVS Caremark will complete preliminary review within 5 days of receipt of request from Insurance Dept.
External Review—Expedited	CVS Caremark will complete preliminary review within 24 hours of receipt of request from Insurance Dept.

SCOPE OF REVIEW

CVS Caremark Internal Review:

During its pre-authorization review, first-level review of the appeal of a Pre-Service Claim, or review of a Post-Service Claim, CVS Caremark is required to:

- Take into account all comments, documents, records and other information submitted by the Member relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit determination on the Claim;
- Follow reasonable procedures to verify that its benefit determination is made in accordance with the applicable Plan documents;
- Follow reasonable procedures to ensure that the applicable Plan provisions are applied to the Member in a manner consistent with how such provisions have been applied to other similarly-situated Members; and

- Provide a review that does not afford deference to the initial Adverse Benefit Determination and is conducted by an individual other than the individual who made the initial Adverse Benefit Determination (or a subordinate of such individual).

If a Member appeals CVS Caremark’s denial of a Pre-Service Claim, and requests an additional Second-Level review by an Independent Review Organization (IRO), the IRO shall:

- Review the claim in accordance with the Plan’s benefit and coverage rules; and Medical Necessity;
- Consult with an appropriate health care professional who was not consulted in connection with the initial Adverse Benefit Determination (nor a subordinate of such individual);
- Identify the health care professional, if any, whose advice was obtained on behalf of the Plan in connection with the Adverse Benefit Determination; and
- Provide for an expedited review process for Urgent Care Claims.

Notice of Adverse Benefit Determination:

Following the review of a Member’s Claim, CVS Caremark will notify the Member of any Adverse Benefit Determination in writing. (Decisions on Urgent Care Claims will be also be communicated by telephone or fax.) This notice will include:

- The specific reason or reasons for the Adverse Benefit Determination;
- Reference to the pertinent Plan provision on which the Adverse Benefit Determination was based;
- A statement that the Member is entitled to receive, upon written request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claim;
- If an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, either a copy of the specific rule, guideline, protocol or other similar criterion, or a statement that such rule, guideline, protocol or other similar criterion will be provided free of charge upon written request; and
- If the Adverse Benefit Determination is based on Medical Necessity, either the independent medical expert’s explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Member’s medical circumstances, or a statement that such explanation will be provided free of charge upon written request

External Review—Department of Insurance:

The External Review of a Member’s appeal will be conducted by an assigned Independent Review Organization (“IRO”) selected by the Commissioner of the Connecticut Insurance Department.

The IRO will notify the Member of its acceptance of the assignment. The Member will then have 10 days to provide the IRO with any additional information the Member wants the IRO to consider.

The IRO will conduct its external review without giving any consideration to any earlier determinations made on behalf of the Plan or the Plan Sponsor. The IRO may consider information beyond the records for the Member's denied Claim, such as:

- The Member's medical records;
- The attending health care professional's recommendations;
- Reports from appropriate health care professionals and other documents submitted by the Plan, the Member, or the Member's treating physician;
- The terms of the Plan to ensure that the IRO's decision is not contrary to the terms of the plan (unless those terms are inconsistent with applicable law);
- Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the Federal government, national, or professional medicine societies, boards, and associations;
- Any applicable clinical review criteria developed and used on behalf of the Plan (unless the criteria are inconsistent with the terms of the Plan or applicable law); and
- The opinion of the IRO's clinical reviewer(s) after considering all information and documents applicable to the Member's request for External Review, to the extent such information or documents are available and the IRO's clinical reviewer(s) considers it appropriate.

The IRO's notice of decision will contain:

- A general description of the reason for the request for External Review, including information sufficient to identify the Claim (including the date or dates of service, the health care provider, the claim amount [if available], the diagnosis code and its meaning, the treatment code and its meaning, and the reasons for the previous denials);
- The date the IRO received the External Review assignment from the Connecticut Department of Insurance, and the date of the IRO's decision;
- References to the evidence or documentation, including specific coverage provisions and evidence-based standards, the IRO considered in making its determination;
- A discussion of the principal reason(s) for the IRO's decision, including the rationale for the decision, and any evidence-based standards that were relied upon by the IRO in making its decision;
- A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either the Plan or to the Member;
- A statement that the Member may still be eligible to seek judicial review of any adverse External Review determination; and
- Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsmen available to assist the Member.

Binding Effect of External Review Decision

An external review decision, whether a standard external review or an expedited external review, shall be binding on the Plan Sponsor and the Covered Person, except to the extent the Plan Sponsor or Covered Person has other remedies available under federal or state law. A Covered Person or a Covered Person's authorized representative shall not file a subsequent request for an external review or an expedited external review that involves the same Adverse Determination or final adverse determination for which the Covered Person or the Covered Person's authorized representative already received an external review decision or an expedited external review decision.

APPEAL PROCESS FOR ADVERSE DETERMINATIONS NOT INVOLVING MEDICAL NECESSITY OR CLINICAL JUDGMENT

If a Non-utilization Review determination results in a denial of coverage, a review may be requested by the Member or the Member's authorized representative. The review request can be initiated orally, electronically or in writing within one hundred eighty (180) days from the date of the adverse determination. Review requests should be sent by facsimile or mailed to:

CVS Caremark
Prescription Claim Appeals MC 109
CVS Caremark
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax: 866-554-1172

The review request should include copies of any additional supporting documentation.

A review determination will be issued in writing within thirty (30) days of receipt of a request for review. The written determination will be issued within five (5) business days from the date the review decision is made. If the services are denied because they are not a Covered Benefit under the Plan or that the Member is not eligible for coverage under the Plan, no External Appeal is available.

MEMBER RIGHTS TO INFORMATION

The Member is entitled to receive upon request and free of charge, reasonable access to, and copies of, any documents, records and other information relevant to the Member's claim for benefits. If an internal rule, guideline, protocol, or other similar criterion is relied upon, the specific rule, guideline, protocol or other similar criterion will be provided to the Member free of charge upon request.

If an Adverse Benefit Determination is based on a Medical Necessity, or Experimental treatment, or other similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination applying the terms of the health benefit plan to the Member's medical circumstances will be provided free of charge upon request.

IX. MISCELLANEOUS PROVISIONS

PLAN INFORMATION PRACTICES NOTICE

The purpose of this Information Practices Notice is to provide notice to Members regarding the Plan's standards for the collection, use, and disclosure of information gathered in connection with the Plan's business activities.

- The plan may collect personal information about a Member from persons or entities other than the Member.
- The Plan may disclose Member information to persons or entities outside of the Plan without the Member authorization in certain circumstances including for purposes of treatment, payment or healthcare operations.
- A Member has a right of access and correction with respect to all personal information collected by the Plan.
- A more detailed notice will be furnished to you upon request.

NOTICE TO PLAN SPONSOR

Notice given to the Plan Sponsor must be sent to the Participating Employer. See Section XII below. Notice given to a Member will be sent to the Member's address as it appears on the records of the Plan Sponsor or in care of the Plan Sponsor. The Plan Sponsor or a Member may by written notice, indicate a new address for giving notice.

MEMBER'S OBLIGATIONS REGARDING INFORMATION

A Member shall complete and submit to the Plan Sponsor such applications or other forms or statements as the Plan Sponsor may reasonably request in connection with enrollment, continuation of membership or claims for benefits. Member warrants that all information contained therein shall be true, correct, and complete to the best of the Member's knowledge and belief and the Member accepts that all rights to benefits under this Pharmacy Benefit Plan are conditional upon those warranties. The submission of false or incomplete information by a Covered Person or Member or failure to provide notice within 31 days of a change in status that affects eligibility for Coverage of any enrolled individual shall subject the Covered Person and/or the improperly enrolled individual to one or more of the following:

- An active Employee may be subject to disciplinary action, including termination of employment, if he or she enrolls or maintains an enrollment for a person who is not eligible for coverage as a Spouse or Dependent;
- The fair market value of Health Benefit coverage provided to an ineligible individual will be reported to the Internal Revenue Service as income to the Covered Person or to the ineligible individual and, as such, will be subject to taxation; and
- The Plan Sponsor may seek to recover from the Covered Person or the improperly enrolled individual the value of Covered Benefits provided to said individual.

CLERICAL ERRORS

Clerical errors made in connection with the Pharmacy Benefit Plan, whether by CVS Caremark, SilverScript, the Member or Plan Sponsor, will not terminate coverage that would otherwise have been effective or continue coverage that would otherwise have ceased or should not have been in effect.

FILING A CLAIM

The Plan Sponsor will not be liable under the Pharmacy Benefit Plan unless proper notice is furnished by CVS Caremark that Covered Services have been rendered to a Member. In no event will the Plan Sponsor be required to accept notice more than two years after Covered Services are received.

IDENTIFICATION CARDS

Upon approval by the Plan Sponsor and provision of address files, CVS Caremark or SilverScript, where applicable, will mail Identification Cards directly to Covered Persons and their enrolled Dependents.

CHANGES TO PLAN BENEFITS

This Pharmacy Benefit Plan shall remain in effect unless amended, terminated, rescinded, suspended or cancelled as described herein. No agent or representative of the Plan Sponsor, other than an officer of the Plan Sponsor, is authorized to change this Pharmacy Benefit Plan or to waive any of its provisions. Any such changes or waivers must be in writing. The Plan Sponsor has the right to develop medical and managed care policies and procedures and to amend such policies and procedures from time to time. The effective date of such changes shall be designated by the Plan Sponsor.

TIME PERIODS

When the time of day is important for benefits or determining when coverage starts and ends, a day begins at 12:01 a.m. and ends at 12:00 p.m. Eastern Standard time.

ELIGIBILITY RULES
TO BE COMPLETED BY PARTICIPATING EMPLOYER

XI. ELIGIBILITY

The enrollment application and any other forms or statements as required by the Plan Sponsor must be received and accepted by CVS Caremark before the applicant shall be considered enrolled in Membership under the Pharmacy Benefit Plan. The Covered Person's and Dependent's right to coverage are subject to the condition that all information the Covered Person provides to Plan Sponsor is true, correct and complete to the best of his or her knowledge and belief. The Covered Person is responsible for providing the Plan Sponsor with immediate notification of any changes that affect the eligibility of any Dependent as well as any change in the name, address or phone number of the Covered Person or his or her enrolled Dependent(s).

ELIGIBLE EMPLOYEES

Eligible employees may be current or , if applicable, retired employees of the Plan Sponsor who meet the Plan Sponsor's requirements for eligibility under the Pharmacy Benefit Plan, or former employees who choose to continue enrollment as allowed by the health insurance continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA provisions).

The following eligibility rules apply:

1. A current employee who is determined to be eligible by the Plan Sponsor to participate in the group health Plan is eligible to become a Covered Person, subject to the provisions below.
2. A newly hired employee must enroll in the Plan on or before the 31st day after he or she commences employment in order to be eligible to become a Covered Person.
3. The earliest date of Coverage for newly hired employees shall be the first day of the calendar month following the month in which the employee commences service.
4. Benefits under this Plan for Covered Persons are effective for all Covered Services except those for which the Plan is the Secondary Plan according to the Coordination of Benefits Section below.
5. If the employee is a Late Enrollee, he/she may only enroll at the next Open Enrollment.
6. Active and retired employees of the Plan Sponsor must be enrolled in the group health plan in order to become Covered Persons.

ELIGIBLE DEPENDENTS

Dependents are eligible for coverage under the Pharmacy Benefit Plan if they meet the Plan Sponsor's eligibility criteria. Dependents whose eligibility to participate has expired may also elect to continue coverage in the Pharmacy Benefit Plan as required by applicable sections of the COBRA.

The following are eligible for Membership as Dependents under the Pharmacy Benefit Plan:

1. **Spouse or recognized Civil Union Partner**

The lawful spouse of the Covered Person under a legally valid, existing marriage or recognized Civil Union Partner as defined by the Plan Sponsor. Except as set forth in this section an individual from whom a Covered Person is divorced or legally separated is not eligible for coverage.

2. **Child of the Covered Person or Spouse**

A child of the Covered Person or spouse, including: a step-child of either, a child legally placed for adoption; a legally adopted child; or a child for whom the Covered Party has been designated as the responsible party under a Qualified Medical Child Support Order (QMCSO), who is under the age of 26.

3. **Newborn Dependent Child**

Benefits for Covered Services under the Pharmacy Benefit Plan shall be provided for a newborn child of the Covered Person from the moment of birth,

To maintain coverage after 31 days following birth, a completed application for the newborn must be submitted within 31 days following the date of birth by the Covered Person, and accepted by the Plan Sponsor. Eligibility requirements must be met as specified in this Section.

4. **A Newborn of an Enrolled Dependent**

A newborn child of an enrolled female Dependent child is eligible for benefits for Covered Services only from the moment of birth up to and including 31 days immediately following birth, but is not eligible for enrollment beyond the 31-day period under the Pharmacy Benefit Plan unless and until the Covered Person is appointed by a court as legal guardian and provides Proof of such legal guardianship.

Benefits for Covered Services for a newborn shall consist of Prescription Drugs and related products for treatment of injury or sickness, including Medically Necessary care and treatment of medically diagnosed congenital defects and birth abnormalities, subject to the terms, conditions, exclusions and limitations of this Plan Document.

5. **Totally Disabled Dependent Child**

A Totally Disabled Dependent child who is incapable of sustaining employment by reason of physical or mental handicap may continue as an enrolled Dependent or be eligible beyond the age limit set forth in the Pharmacy Benefit Plan, provided he or she:

- a. Is incapable of sustaining employment by reason of physical or mental handicap as certified by a Physician and for whom the Covered Person (or his or her spouse or Civil Union Partner) is chiefly responsible for support and maintenance; and
- b. Became disabled prior to the limiting age for a Dependent child and had comparable coverage as a Dependent at the time of enrollment; and
- c. If over the age of 26, is unmarried.

Proof of such incapacity and dependency must be received by the Plan Sponsor within 31 days of the date upon which the child's coverage would have terminated in the absence of such incapacity. The disability must be certified at that time or at the time of enrollment by a Physician and then no more than annually thereafter.

6. **Qualified Medical Child Support Orders**

A Dependent child may become eligible for benefits for Covered Services as a consequence of a domestic relations order issued by a state court to a divorced parent who is a Covered Person. Enrollment may be required even in circumstances in which the child was not previously enrolled in the Pharmacy Benefit Plan.

LATE ENROLLEE AND SPECIAL ENROLLMENT PERIODS

A Late Enrollee is an eligible employee, retiree, and/or Dependent who requests health insurance after the Open Enrollment Period Effective Date, if applicable, or more than 31 days after the employee's and/or Dependent's earliest opportunity to enroll for coverage under any health benefit plan sponsored by the Plan Sponsor. Late Enrollees will not be eligible for coverage except as provided herein. An eligible employee, retiree, and/or Dependent shall not be considered a Late Enrollee if a request for Membership is made and each of the following conditions is satisfied:

1. Coverage was not elected when the employee and/or Dependent was first eligible under the Pharmacy Benefit Plan solely because another group health benefit Plan provided coverage for the eligible employee, retiree, and/or Dependent; and
2. Coverage is lost under another group health plan due to exhaustion of continuation coverage under provisions of COBRA or state continuation

coverage, employment termination, reduction in hours, death of a spouse, or divorce, or termination of the employer contribution toward the coverage being terminated or due to that Plan's involuntary termination or cancellation by its carrier or due to a substantial diminution of benefits or increase in the cost to the Covered Person, as determined solely by the Plan Sponsor; and

3. The Employee, retiree and/or Dependent enrolls under the Pharmacy Benefit Plan within 31 days after loss of coverage under the other Plan.

Special Enrollment Periods

A special enrollment period is allowed for newly acquired Dependents who have not been covered under other group coverage, following marriage, a birth, adoption or placement for adoption. Unless the Covered Person has coverage under the Pharmacy Benefit Plan that would cover the newly acquired Dependent *without* the payment of an additional premium on the date of the marriage, birth, adoption, Date of Placement, or other event that makes the new Dependent eligible for coverage, such new Dependents must be enrolled within thirty-one (31) days after the marriage, birth, adoption, Date of Placement, or other event that makes them eligible to enroll. Dependent children other than those described above are not eligible for the special enrollment period.

XI. PARTICIPATING EMPLOYER CONTACT INFORMATION

All notices to the Participating Employer/Plan Sponsor should be directed as follows:

Insert name, address and telephone numbers

EXHIBIT A

PRESCRIPTION DRUGS REQUIRING PRIOR AUTHORIZATION

When a Covered Drug which requires Prior Authorization is prescribed for a Member, the Member or the Member's representative must call CVS Caremark at 1-800-294-5979, or fax a written request for prior authorization to CVS Caremark, at 1-888-836-0730.

Drug Class/ Name	Criteria
Abstral	Prior Authorization required
Actemra	Prior Authorization required
Actiq	Prior Authorization required
Alsuma	Quantity limit: 8 injectors per 30 days
Amerge	Quantity limit: 9 tablets per 30 days
Amevive	Prior Authorization required
Axert	Quantity limit: 12 tablets per 30 days
Caverject	Quantity Limit: 6 units per 30 days
Cialis	Quantity limit: 6 tablets per 30 days
Cialis, 5 mg	Prior Authorization required, limited to those diagnosed with BPH
Cimzia	Prior Authorization required
Edex	Quantity Limit: 6 units per 30 days
Enbrel	Prior authorization required
Fentora	Prior Authorization required
Frova	Quantity limit: 9 tablets per 30 days
Genotropin	Prior authorization required (no coverage for ISS)
Growth Hormones	Prior authorization required (no coverage for ISS)
Humatrope	Prior authorization required (no coverage for ISS)
Humira	Prior authorization required
Imitrex Injection Kits	Quantity limit: 4 kits per 30 days
Imitrex Nasal inhaler	Quantity limit: 12units per 30 days
Imitrex tablets	Quantity limit: 9 tablets per 30 days
Imitrex Vials	Quantity limit: 10 vials (5ml) per 30 days
Incivek	Prior Authorization required
Increlex	Prior Authorization required (no coverage for ISS)
Infergen	Prior Authorization required
Intron A	Prior Authorization required
Kineret	Prior authorization required
Lazanda	Prior Authorization required
Levitra	Quantity limit: 6 tablets per 30 days
Maxalt tablet	Quantity limit: 12 tablets per 30 days
Maxalt-MLT tablets	Quantity limit: 12 tablets per 30 days
Migranal nasal inhaler	Quantity limit: 1 kit (8 units) per 30 days
Muse	Quantity Limit: 6 units per 30 days

Drug Class/ Name	Criteria
Norditropin	Prior authorization required (no coverage for ISS)
Nutropin/AQ	Prior authorization required (no coverage for ISS)
Nuvigil	Prior authorization required
Omnitrope	Prior authorization required (no coverage for ISS)
Onsolis	Prior Authorization required
Orencia	Prior Authorization required
Pegasys	Prior authorization required
Peg-Intron	Prior authorization required
Provigil	Prior authorization required
Relpax	Quantity limit: 12 tablets/ 30 days
Remicade	Prior Authorization required
Ribavirin	Prior Authorization required
Rituxan	Prior Authorization required
Saizen	Prior authorization required (no coverage for ISS)
Serostim	Prior authorization required
Simponi	Prior Authorization required
Stadol Nasal Spray (available as generic, butorphanol nasal spray, only)	Quantity limit: 2 bottle per 30 days; available as generic only
Staxyn	Quantity Limit: 6 tablets per 30 days
Stelara	Prior Authorization required
Subsys	Prior Authorization required
Sumavel DosePro	Quantity limit: 12 DosePros per 30 days
Tev-Tropin	Prior authorization required (no coverage for ISS)
Treximet	Quantity limit: 9 tablets per 30 days
Viagra	Quantity limit: 6 tablets per 30 days
Vitrelis	Prior Authorization required
Xeljanz	Prior Authorization required
Xyrem	Prior authorization required
Zomig Nasal Spray	Quantity limit: 12 inhalers per 30 days
Zomig/Zomig ZMT tablets Zorbtive	Quantity limit: 12 tablets per 30 days Prior authorization required (no coverage for ISS)