

Bernalillo and Sandoval Counties

SCAN Strive (HMO C-SNP)

**2024 Evidence of Coverage
Medicare Advantage Plan**





January 1 – December 31, 2024

Evidence of Coverage:

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of SCAN Strive (HMO C-SNP)

This document gives you the details about your Medicare health care and prescription drug coverage from January 1 – December 31, 2024. **This is an important legal document. Please keep it in a safe place.**

For questions about this document, please contact Member Services at 1-855-826-7226 for additional information. (TTY users should call 711). Hours are 8 a.m. to 8 p.m., 7 days a week from October 1 to March 31. From April 1 to September 30, hours are 8 a.m. to 8 p.m., Monday through Friday. Messages received on holidays and outside of our business hours will be returned within one business day. This call is free.

This plan, SCAN Strive, is offered by SCAN Health Plan New Mexico (SCAN Health Plan). (When this *Evidence of Coverage* says “we,” “us,” or “our,” it means SCAN Health Plan New Mexico (SCAN Health Plan). When it says “plan” or “our plan,” it means SCAN Strive.)

This document is available for free in Spanish.

This document may be available in other formats such as braille, large print or other alternate formats.

Benefits, premiums, deductibles, and/or copayments/coinsurance may change on January 1, 2025.

The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary. We will notify affected enrollees about changes at least 30 days in advance.

This document explains your benefits and rights. Use this document to understand about:

- Your plan premium and cost-sharing;
- Your medical and prescription drug benefits;
- How to file a complaint if you are not satisfied with a service or treatment;
- How to contact us if you need further assistance; and,
- Other protections required by Medicare law.

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2024 Evidence of Coverage
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CHAPTER 1:

Getting started as a member

SECTION 1 Introduction

Section 1.1 You are currently enrolled in SCAN Strive, which is a specialized Medicare Advantage Plan (Special Needs Plan)

You are covered by Medicare, and you have chosen to get your Medicare health care and your prescription drug coverage through our plan, SCAN Strive.

SCAN Strive is a Medicare Advantage HMO Plan (HMO stands for Health Maintenance Organization) approved by Medicare and run by a private company.

SCAN Strive is a specialized Medicare Advantage Plan (a Medicare Special Needs Plan), which means its benefits are designed for people with special health care needs. SCAN Strive is designed to provide additional health benefits that specifically help people who have at least one of the following conditions: Diabetes, chronic or congestive heart failure, cardiac arrhythmia, chronic venous thromboembolic disorder, coronary artery disease or peripheral vascular disease.

Our plan includes providers who specialize in treating at least one of the following conditions: Diabetes, chronic or congestive heart failure, cardiac arrhythmia, chronic venous thromboembolic disorder, coronary artery disease or peripheral vascular disease. It also includes health programs designed to serve the specialized needs of people with this condition. In addition, our plan covers prescription drugs to treat most medical conditions, including the drugs that are usually used to treat at least one of the following conditions: Diabetes, chronic or congestive heart failure, cardiac arrhythmia, chronic venous thromboembolic disorder, coronary artery disease or peripheral vascular disease. As a member of the plan, you get benefits specially tailored to your condition and have all your care coordinated through our plan.

Coverage under this Plan qualifies as Qualifying Health Coverage (QHC) and satisfies the Patient Protection and Affordable Care Act's (ACA) individual shared responsibility requirement. Please visit the Internal Revenue Service (IRS) website at: www.irs.gov/Affordable-Care-Act/Individuals-and-Families for more information.

Section 1.2 What is the *Evidence of Coverage* document about?

This *Evidence of Coverage* document tells you how to get your medical care and prescription drugs. It explains your rights and responsibilities, what is covered, what you pay as a member of the plan, and how to file a complaint if you are not satisfied with a decision or treatment.

The words *coverage* and *covered services* refer to the medical care and services and the prescription drugs available to you as a member of SCAN Strive.

It's important for you to learn what the plan's rules are and what services are available to you. We encourage you to set aside some time to look through this *Evidence of Coverage* document.

If you are confused, concerned, or just have a question, please contact Member Services.

Section 1.3 Legal information about the *Evidence of Coverage*

This *Evidence of Coverage* is part of our contract with you about how SCAN Strive covers your care. Other parts of this contract include your enrollment form, the *List of Covered Drugs (Formulary)*, and any notices you receive from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called *riders* or *amendments*.

The contract is in effect for months in which you are enrolled in SCAN Strive between January 1, 2024 and December 31, 2024.

Each calendar year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of SCAN Strive after December 31, 2024. We can also choose to stop offering the plan in your service area, after December 31, 2024.

Medicare (the Centers for Medicare & Medicaid Services) must approve SCAN Strive each year. You can continue each year to get Medicare coverage as a member of our plan as long as we choose to continue to offer the plan and Medicare renews its approval of the plan.

SECTION 2 What makes you eligible to be a plan member?

Section 2.1 Your eligibility requirements

You are eligible for membership in our plan as long as:

- You have both Medicare Part A and Medicare Part B
- -- *and* -- you live in our geographic service area (Section 2.2 below describes our service area). Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- you meet the special eligibility requirements described below.

Special eligibility requirements for our plan

Our plan is designed to meet the specialized needs of people who have certain medical conditions. To be eligible for our plan, you must have at least one of the following conditions: Diabetes, chronic or congestive heart failure, cardiac arrhythmia, chronic venous thromboembolic disorder, coronary artery disease or peripheral vascular disease.

- Please note: If you lose your eligibility but can reasonably be expected to regain eligibility within 2 months, then you are still eligible for membership in our plan (Chapter 4, Section 2.1 tells you about coverage and cost-sharing during a period of deemed continued eligibility).

Section 2.2 Here is the plan service area for SCAN Strive

SCAN Strive is available only to individuals who live in our plan service area. To remain a member of our plan, you must continue to reside in the plan service area. The service area is described below.

Our service area includes these counties in New Mexico: Bernalillo and Sandoval counties.

If you plan to move out of the service area, you cannot remain a member of this plan. Please contact Member Services to see if we have a plan in your new area. When you move, you will have a Special Enrollment Period that will allow you to switch to Original Medicare or enroll in a Medicare health or drug plan that is available in your new location.

It is also important that you call Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in Chapter 2, Section 5.

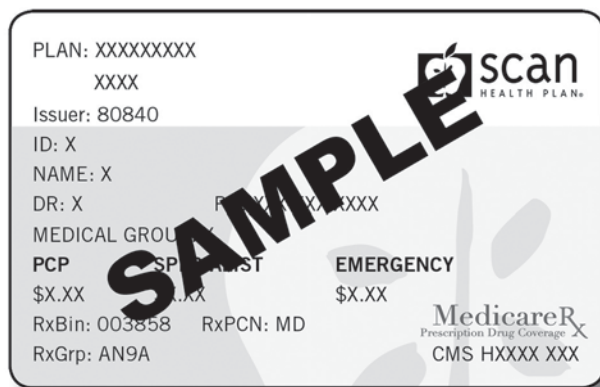
Section 2.3 U.S. Citizen or Lawful Presence

A member of a Medicare health plan must be a U.S. citizen or lawfully present in the United States. Medicare (the Centers for Medicare & Medicaid Services) will notify SCAN Strive if you are not eligible to remain a member on this basis. SCAN Strive must disenroll you if you do not meet this requirement.

SECTION 3 Important membership materials you will receive

Section 3.1 Your plan membership card

While you are a member of our plan, you must use your membership card whenever you get services covered by this plan and for prescription drugs you get at network pharmacies. You should also show the provider your Centennial Care (Medicaid) card, if applicable. Here's a sample membership card to show you what yours will look like:



Do NOT use your red, white, and blue Medicare card for covered medical services while you are a member of this plan. If you use your Medicare card instead of your SCAN Strive membership card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show it if you need hospital services, hospice services, or participate in Medicare approved clinical research studies also called clinical trials.

If your plan membership card is damaged, lost, or stolen, call Member Services right away and we will send you a new card.

Section 3.2 ***Provider & Pharmacy Directory***

The *Provider & Pharmacy Directory* lists our current network providers. **Network providers** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment and any plan cost-sharing as payment in full.

You must use network providers to get your medical care and services. If you go elsewhere without proper authorization you will have to pay in full. The only exceptions are emergencies, urgently needed services when the network is not available (that is, in situations when it is unreasonable or not possible to obtain services in-network), out-of-area dialysis services, and cases in which SCAN Strive authorizes use of out-of-network providers.

The most recent list of providers is available on our website at www.scanhealthplan.com.

If you don't have your copy of the *Provider & Pharmacy Directory*, you can request a copy (electronically or in hardcopy form) from Member Services. Requests for hard copy Directories will be mailed to you within three business days.

The *Provider & Pharmacy Directory* lists our network pharmacies. **Network pharmacies** are all of the pharmacies that have agreed to fill covered prescriptions for our plan members. You can use the *Provider & Pharmacy Directory* to find the network pharmacy you want to use. See Chapter 5, Section 2.5 for information on when you can use pharmacies that are not in the plan's network.

If you don't have the *Provider & Pharmacy Directory*, you can get a copy from Member Services. You can also find this information on our website at www.scanhealthplan.com.

Section 3.3 ***The plan's List of Covered Drugs (Formulary)***

The plan has a *List of Covered Drugs (Formulary)*. We call it the "Drug List" for short. It tells which Part D prescription drugs are covered under the Part D benefit included in SCAN Strive. The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the SCAN Strive "Drug List."

The "Drug List" also tells you if there are any rules that restrict coverage for your drugs.

We will provide you a copy of the “Drug List.” To get the most complete and current information about which drugs are covered, you can visit the plan’s website (www.scanhealthplan.com) or call Member Services.

SECTION 4 Your monthly costs for SCAN Strive

Your costs may include the following:

- Plan Premium (Section 4.1)
- Monthly Medicare Part B Premium (Section 4.2)
- Part D Late Enrollment Penalty (Section 4.3)
- Income Related Monthly Adjusted Amount (Section 4.4)

In some situations, your plan premium could be less

There are programs to help people with limited resources pay for their drugs. These include “Extra Help” and State Pharmaceutical Assistance Programs. Chapter 2, Section 7 tells more about these programs. If you qualify, enrolling in the program might lower your monthly plan premium.

If you are *already enrolled* and getting help from one of these programs, **the information about premiums in this Evidence of Coverage may not apply to you.** We sent you a separate insert, called the *Evidence of Coverage Rider for People Who Get “Extra Help” Paying for Prescription Drugs* (also known as the Low-Income Subsidy Rider or the LIS Rider), which tells you about your drug coverage. If you don’t have this insert, please call Member Services, and ask for the LIS Rider.

Medicare Part B and Part D premiums differ for people with different incomes. If you have questions about these premiums review your copy of *Medicare & You 2024* handbook, the section called *2024 Medicare Costs*. If you need a copy, you can download it from the Medicare website (www.medicare.gov). Or you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

Section 4.1 Plan premium

As a member of our plan, you pay a monthly plan premium. For 2024, the monthly premium for SCAN Strive is \$35.60.

Section 4.2 Monthly Medicare Part B Premium

Many members are required to pay other Medicare premiums

In addition to paying the monthly plan premium, **you must continue paying your Medicare premiums to remain a member of the plan.** This includes your premium for Part B. It may

also include a premium for Part A which affects members who aren't eligible for premium free Part A.

Section 4.3 Part D Late Enrollment Penalty

Some members are required to pay a Part D **late enrollment penalty**. The Part D late enrollment penalty is an additional premium that must be paid for Part D coverage if at any time after your initial enrollment period is over, there is a period of 63 days or more in a row when you did not have Part D or other creditable prescription drug coverage. Creditable prescription drug coverage is coverage that meets Medicare's minimum standards since it is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. The cost of the late enrollment penalty depends on how long you went without Part D or other creditable prescription drug coverage. You will have to pay this penalty for as long as you have Part D coverage.

The Part D late enrollment penalty is added to your monthly premium. When you first enroll in SCAN Strive, we let you know the amount of the penalty. If you do not pay your Part D late enrollment penalty, you could lose your prescription drug benefits.

You **will not** have to pay it if:

- You receive "Extra Help" from Medicare to pay for your prescription drugs.
- You have gone less than 63 days in a row without creditable coverage.
- You have had creditable drug coverage through another source such as a former employer, union, TRICARE, or Department of Veterans Affairs. Your insurer or your human resources department will tell you each year if your drug coverage is creditable coverage. This information may be sent to you in a letter or included in a newsletter from the plan. Keep this information because you may need it if you join a Medicare drug plan later.
 - **Note:** Any notice must state that you had creditable prescription drug coverage that is expected to pay as much as Medicare's standard prescription drug plan pays.
 - **Note:** The following are *not* creditable prescription drug coverage: prescription drug discount cards, free clinics, and drug discount websites.

Medicare determines the amount of the penalty. Here is how it works:

- If you went 63 days or more without Part D or other creditable prescription drug coverage after you were first eligible to enroll in Part D, the plan will count the number of full months that you did not have coverage. The penalty is 1% for every month that you did not have creditable coverage. For example, if you go 14 months without coverage, the penalty will be 14%.
- Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. For 2024, this average premium amount is \$34.70.

- To calculate your monthly penalty, you multiply the penalty percentage and the average monthly premium and then round it to the nearest 10 cents. In the example here, it would be 14% times \$34.70, which equals \$4.86. This rounds to \$4.90. This amount would be added **to the monthly premium for someone with a Part D late enrollment penalty.**

There are three important things to note about this monthly Part D late enrollment penalty:

- First, **the penalty may change each year** because the average monthly premium can change each year.
- Second, **you will continue to pay a penalty** every month for as long as you are enrolled in a plan that has Medicare Part D drug benefits, even if you change plans.
- Third, if you are under 65 and currently receiving Medicare benefits, the Part D late enrollment penalty will reset when you turn 65. After age 65, your Part D late enrollment penalty will be based only on the months that you don't have coverage after your initial enrollment period for aging into Medicare.

If you disagree about your Part D late enrollment penalty, you or your representative can ask for a review. Generally, you must request this review **within 60 days** from the date on the first letter you receive stating you have to pay a late enrollment penalty. However, if you were paying a penalty before joining our plan, you may not have another chance to request a review of that late enrollment penalty.

Important: Do not stop paying your Part D late enrollment penalty while you're waiting for a review of the decision about your late enrollment penalty. If you do, you could be disenrolled for failure to pay your plan premiums.

Section 4.4 Income Related Monthly Adjustment Amount

Some members may be required to pay an extra charge, known as the Part D Income Related Monthly Adjustment Amount, also known as IRMAA. The extra charge is figured out using your modified adjusted gross income as reported on your IRS tax return from 2 years ago. If this amount is above a certain amount, you'll pay the standard premium amount and the additional IRMAA. For more information on the extra amount you may have to pay based on your income, visit <https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/monthly-premium-for-drug-plans>.

If you have to pay an extra amount, Social Security, not your Medicare plan, will send you a letter telling you what that extra amount will be. The extra amount will be withheld from your Social Security, Railroad Retirement Board, or Office of Personnel Management benefit check, no matter how you usually pay your plan premium, unless your monthly benefit isn't enough to cover the extra amount owed. If your benefit check isn't enough to cover the extra amount, you will get a bill from Medicare. **You must pay the extra amount to the government. It cannot be paid with your monthly plan premium. If you do not pay the extra amount, you will be disenrolled from the plan and lose prescription drug coverage.**

If you disagree about paying an extra amount, you can ask Social Security to review the decision. To find out more about how to do this, contact Social Security at 1-800-772-1213 (TTY 1-800-325-0778).

SECTION 5 More information about your monthly premium

Section 5.1 There are several ways you can pay your plan premium

There are 4 ways you can pay your plan premium.

Option 1: Paying by check

You will receive a SCAN Health Plan New Mexico statement in the mail each month. Simply tear off the payment stub and send it along with your payment to us in the envelope provided to: SCAN Health Plan New Mexico, P.O. Box 511391, Los Angeles, CA 90051-7894. Your payment will be due the 1st of each month. Please make the check payable to “SCAN Health Plan New Mexico,” not Centers for Medicare and Medicaid Services (CMS) or Health and Human Services (HHS).

Option 2: You can have the plan premium withdrawn from your bank account

You can have your plan premium automatically withdrawn from your checking or savings account each month. The program is free and eliminates the need for you to send a check every month. To choose this option, please contact Member Services. We will be happy to help you set this up. Generally, we will withdraw the payment from your bank account on the 1st of each month. (Phone numbers for Member Services are printed on the back cover of this document.)

Option 3: You can pay your plan premium by credit card or debit card

You can have the plan premium charged to your credit card or debit card each month. To choose this option, please contact Member Services. We will be happy to help you set this up. Generally, we will charge your credit card or debit card on the 1st of each month.

Option 4: Having your plan premium taken out of your monthly Social Security check

You can have the plan premium taken out of your monthly Social Security check. Contact Member Services for more information on how to pay your monthly plan premium this way. We will be happy to help you set this up.

Changing the way you pay your plan premium. If you decide to change the option by which you pay your plan premium, it can take up to three months for your new payment method to take effect. While we are processing your request for a new payment method, you are responsible for making sure that your plan premium is paid on time. To change your payment method, you can set up your payment method of choice by calling SCAN Member Services (phone numbers for Member Services are printed on the back cover of this document). You can also make payments online by going to www.scanhealthplan.com/members/register and registering your SCAN member account online.

What to do if you are having trouble paying your plan premium

Your plan premium is due in our office by the 1st of each month. If we have not received your payment by the 1st of each month, we will send you a notice telling you that your plan membership will end if we do not receive your premium within three calendar months. If you are required to pay a Part D late enrollment penalty, you must pay the penalty to keep your prescription drug coverage.

If you are having trouble paying your premium on time, please contact Member Services to see if we can direct you to programs that will help with your costs.

If we end your membership because you did not pay your premium, you will have health coverage under Original Medicare. In addition, you may not be able to receive Part D coverage until the following year if you enroll in a new plan during the annual enrollment period. (If you go without creditable drug coverage for more than 63 days, you may have to pay a Part D late enrollment penalty for as long as you have Part D coverage.)

At the time we end your membership, you may still owe us for premiums you have not paid. We have the right to pursue collection of the amount you owe. In the future, if you want to enroll again in our plan (or another plan that we offer), you will need to pay the amount you owe before you can enroll.

If you think we have wrongfully ended your membership, you can make a complaint (also called a grievance); see Chapter 9 for how to file a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your plan premium within our grace period, you can make a complaint. For complaints, we will review our decision again. Chapter 9, Section 10 of this document tells how to make a complaint, or you can call us at 1-855-826-7226 between October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. TTY users should call 711. You must make your request no later than 60 days after the date your membership ends.

Section 5.2 Can we change your monthly plan premium during the year?

No. We are not allowed to change the amount we charge for the plan's monthly plan premium during the year. If the monthly plan premium changes for next year we will tell you in September and the change will take effect on January 1.

However, in some cases the part of the premium that you have to pay can change during the year. This happens if you become eligible for the “Extra Help” program or if you lose your eligibility for the “Extra Help” program during the year. If a member qualifies for “Extra Help” with their prescription drug costs, the “Extra Help” program will pay part of the member’s monthly plan premium. A member who loses their eligibility during the year will need to start paying their full monthly premium. You can find out more about the “Extra Help” program in Chapter 2, Section 7.

SECTION 6 Keeping your plan membership record up to date

Your membership record has information from your enrollment form, including your address and telephone number. It shows your specific plan coverage including your Primary Care Provider and Medical Group or Independent Practice Association (IPA). A Medical Group is a group of physicians and other healthcare providers under contract to provide services to members of SCAN Health Plan New Mexico. An IPA is an independent group of physicians and other healthcare providers under contract to provide services to members of SCAN Health Plan New Mexico.

The doctors, hospitals, pharmacists, and other providers in the plan’s network need to have correct information about you. **These network providers use your membership record to know what services and drugs are covered and the cost-sharing amounts for you.** Because of this, it is very important that you help us keep your information up to date.

Let us know about these changes:

- Changes to your name, your address, or your phone number
- Changes in any other health insurance coverage you have (such as from your employer, your spouse or domestic partner’s employer, workers’ compensation, or Centennial Care (Medicaid))
- If you have any liability claims, such as claims from an automobile accident
- If you have been admitted to a nursing home
- If you receive care in an out-of-area or out-of-network hospital or emergency room
- If your designated responsible party (such as a caregiver) changes
- If you are participating in a clinical research study (**Note:** You are not required to tell your plan about the clinical research studies, you intend to participate in, but we encourage you to do so)

If any of this information changes, please let us know by calling Member Services. You can also change your address and phone number online by going to www.scanhealthplan.com/members/register and registering your SCAN member account online.

It is also important to contact Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in Chapter 2, Section 5.

SECTION 7 How other insurance works with our plan

Other insurance

Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have. That's because we must coordinate any other coverage you have with your benefits under our plan. This is called **Coordination of Benefits**.

Once each year, we will send you a letter that lists any other medical or drug insurance coverage that we know about. Please read over this information carefully. If it is correct, you don't need to do anything. If the information is incorrect, or if you have other coverage that is not listed, please call Member Services. You may need to give your plan member ID number to your other insurers (once you have confirmed their identity) so your bills are paid correctly and on time.

When you have other insurance (like employer group health coverage), there are rules set by Medicare that decide whether our plan or your other insurance pays first. The insurance that pays first is called the primary payer and pays up to the limits of its coverage. The one that pays second, called the secondary payer, only pays if there are costs left uncovered by the primary coverage. The secondary payer may not pay all of the uncovered costs. If you have other insurance, tell your doctor, hospital, and pharmacy.

These rules apply for employer or union group health plan coverage:

- If you have retiree coverage, Medicare pays first.
- If your group health plan coverage is based on your or a family member's current employment, who pays first depends on your age, the number of people employed by your employer, and whether you have Medicare based on age, disability, or end-stage renal disease (ESRD):
 - If you're under 65 and disabled and you or your family member is still working, your group health plan pays first if the employer has 100 or more employees or at least one employer in a multiple employer plan that has more than 100 employees.
 - If you're over 65 and you or your spouse or domestic partner is still working, your group health plan pays first if the employer has 20 or more employees or at least one employer in a multiple employer plan that has more than 20 employees.
- If you have Medicare because of ESRD, your group health plan will pay first for the first 30 months after you become eligible for Medicare.

These types of coverage usually pay first for services related to each type:

- No-fault insurance (including automobile insurance)
- Liability (including automobile insurance)
- Black lung benefits
- Workers' compensation

Centennial Care (Medicaid) and TRICARE never pay first for Medicare-covered services. They only pay after Medicare, employer group health plans, and/or Medigap have paid.

CHAPTER 2:

*Important phone numbers
and resources*

SECTION 1 SCAN Strive contacts

(how to contact us, including how to reach Member Services)

How to contact our plan's Member Services

For assistance with claims, billing, or member card questions, please call or write to SCAN Strive Member Services. We will be happy to help you.

| Method | Member Services – Contact Information |
|----------------|--|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. Member Services also has free language interpreter services available for non-English speakers. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-5181 |
| WRITE | SCAN Health Plan New Mexico Attention: Member Services Department P.O. Box 22616 Long Beach, CA 90801-5616 |
| WEBSITE | www.scanhealthplan.com |

How to contact us when you are asking for a coverage decision or appeal about your medical care

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or Part D prescription drugs. An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on asking for coverage decisions or appeals about your medical care or Part D prescription drugs, see Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

| Method | Coverage Decisions For Medical Care – Contact Information |
|----------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-5181 |
| WRITE | SCAN Health Plan New Mexico Attention: Member Services Department P.O. Box 22616 Long Beach, CA 90801-5616 |
| WEBSITE | www.scanhealthplan.com |

| Method | Coverage Decisions for Part D Prescription Drugs – Contact Information |
|----------------|---|
| CALL | 1-844-424-8886 Calls to this number are free. A representative is available 24 hours a day, 7 days a week. |
| TTY | 1-800-716-3231 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. A representative is available 24 hours a day, 7 days a week. |
| FAX | 1-877-251-5896 (Attention: Medicare Reviews) |
| WRITE | Express Scripts, Inc. Attention: Medicare Reviews P.O. Box 66571 St. Louis, MO 63166-6571 |
| WEBSITE | www.express-scripts.com |

| Method | Appeals For Medical Care – Contact Information |
|----------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-0958 |
| WRITE | SCAN Health Plan New Mexico Attention: Grievance and Appeals Department P.O. Box 22644 Long Beach, CA 90801-5644 |
| WEBSITE | www.scanhealthplan.com |

| Method | Appeals for Part D Prescription Drugs – Contact Information |
|----------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-0958 |
| WRITE | SCAN Health Plan New Mexico Attention: Grievance and Appeals Department P.O. Box 22644 Long Beach, CA 90801-5644 |
| WEBSITE | www.scanhealthplan.com |

How to contact us when you are making a complaint about your medical care

You can make a complaint about us or one of our network providers or pharmacies, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. For more information on making a complaint about your medical care, see Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

| Method | Complaints About Medical Care – Contact Information |
|-------------------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-0958 |
| WRITE | SCAN Health Plan New Mexico Attention: Grievance and Appeals Department P.O. Box 22644 Long Beach, CA 90801-5644 |
| MEDICARE WEBSITE | You can submit a complaint about SCAN Strive directly to Medicare. To submit an online complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx . |

| Method | Complaints about Part D Prescription Drugs – Contact Information |
|-------------------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-0958 |
| WRITE | SCAN Health Plan New Mexico Attention: Grievance and Appeals Department P.O. Box 22644 Long Beach, CA 90801-5644 |
| MEDICARE WEBSITE | You can submit a complaint about SCAN Strive directly to Medicare. To submit an online complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx . |

Where to send a request asking us to pay for our share of the cost for medical care or a drug you have received

If you have received a bill or paid for services (such as a provider bill) that you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. See Chapter 7 (*Asking us to pay our share of a bill you have received for covered medical services or drugs*).

Please note: If you send us a payment request and we deny any part of your request, you can appeal our decision. See Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) for more information.

| Method | Payment Requests – Contact Information |
|----------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| TTY | 711 Calls to this number are free. Contact us October 1 to March 31, 8 a.m. to 8 p.m., 7 days a week, April 1 to September 30, 8 a.m. to 8 p.m., Monday through Friday. Note: We are closed on most federal holidays. When we are closed you have an option to leave a message. Messages received on holidays and outside of our business hours will be returned within one business day. |
| FAX | 1-562-989-5181 |
| WRITE | SCAN Health Plan New Mexico Attention: Member Services Department P.O. Box 22616 Long Beach, CA 90801-5616 |
| WEBSITE | www.scanhealthplan.com |

SECTION 2 Medicare

(how to get help and information directly from the Federal Medicare program)

Medicare is the Federal health insurance program for people 65 years of age or older, some people under age 65 with disabilities, and people with end-stage renal disease (permanent kidney failure requiring dialysis or a kidney transplant).

The Federal agency in charge of Medicare is the Centers for Medicare & Medicaid Services (sometimes called CMS). This agency contracts with Medicare Advantage organizations including us.

| Method | Medicare – Contact Information |
|----------------|---|
| CALL | 1-800-MEDICARE , or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week. |
| TTY | 1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. |
| WEBSITE | <u>www.medicare.gov</u> This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes documents you can print directly from your computer. You can also find Medicare contacts in your state. The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools: <ul style="list-style-type: none">• Medicare Eligibility Tool: Provides Medicare eligibility status information.• Medicare Plan Finder: Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an <i>estimate</i> of what your out-of-pocket costs might be in different Medicare plans. |

| Method | Medicare – Contact Information |
|--------|--|
| | <p>You can also use the website to tell Medicare about any complaints you have about SCAN Strive:</p> <ul style="list-style-type: none"><li data-bbox="500 380 1398 600">• Tell Medicare about your complaint: You can submit a complaint about SCAN Strive directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. <p>If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or you can call Medicare and tell them what information you are looking for. They will find the information on the website and review the information with you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)</p> |

SECTION 3 State Health Insurance Assistance Program (free help, information, and answers to your questions about Medicare)

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. In New Mexico, the SHIP is called New Mexico Aging & Disability Resource Center (ADRC).

New Mexico Aging & Disability Resource Center (ADRC) is an independent (not connected with any insurance company or health plan) state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

New Mexico Aging & Disability Resource Center (ADRC) counselors can help you understand your Medicare rights, help you make complaints about your medical care or treatment, and help you straighten out problems with your Medicare bills. New Mexico Aging & Disability Resource Center (ADRC) counselors can also help you with Medicare questions or problems and help you understand your Medicare plan choices and answer questions about switching plans.

METHOD TO ACCESS SHIP and OTHER RESOURCES:

- Visit www.shiphelp.org (Click on SHIP LOCATOR in middle of page)
- Select your **STATE** from the list. This will take you to a page with phone numbers and resources specific to your state.

| Method | New Mexico Aging & Disability Resource Center (ADRC) (New Mexico's SHIP) – Contact Information |
|----------------|---|
| CALL | 1-800-432-2080 |
| WRITE | New Mexico Aging & Long-Term Services Department 2550 Cerrillos Road Santa Fe, NM 87505 |
| WEBSITE | www.nmaging.state.nm.us |

SECTION 4 Quality Improvement Organization

There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. For New Mexico, the Quality Improvement Organization is called Livanta.

Livanta has a group of doctors and other health care professionals who are paid by Medicare to check on and help improve the quality of care for people with Medicare. Livanta is an independent organization. It is not connected with our plan.

You should contact Livanta in any of these situations:

- You have a complaint about the quality of care you have received.
- You think coverage for your hospital stay is ending too soon.
- You think coverage for your home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services are ending too soon.

| Method | Livanta (New Mexico's Quality Improvement Organization) – Contact Information |
|----------------|--|
| CALL | 1-877-588-1123 Monday through Friday, 9 a.m. to 5 p.m., and Saturday and Sunday 11 a.m. to 3 p.m.; excluding state holidays |
| TTY | 1-855-887-6668 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. |
| WRITE | Livanta LLC BFCC-QIO Area 9 10820 Guilford Rd, Suite 202 Annapolis Junction, MD 20701-1105 |
| WEBSITE | www.livantaqio.com |

SECTION 5 Social Security

Social Security is responsible for determining eligibility and handling enrollment for Medicare. U.S. citizens and lawful permanent residents who are 65 or older, or who have a disability or end-stage renal disease and meet certain conditions, are eligible for Medicare. If you are already getting Social Security checks, enrollment into Medicare is automatic. If you are not getting Social Security checks, you have to enroll in Medicare. To apply for Medicare, you can call Social Security or visit your local Social Security office.

Social Security is also responsible for determining who has to pay an extra amount for their Part D drug coverage because they have a higher income. If you got a letter from Social Security telling you that you have to pay the extra amount and have questions about the amount or if your income went down because of a life-changing event, you can call Social Security to ask for reconsideration.

If you move or change your mailing address, it is important that you contact Social Security to let them know.

| Method | Social Security – Contact Information |
|----------------|---|
| CALL | 1-800-772-1213 Calls to this number are free. Available 8:00 am to 7:00 pm, Monday through Friday. You can use Social Security’s automated telephone services to get recorded information and conduct some business 24 hours a day. |
| TTY | 1-800-325-0778 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Available 8:00 am to 7:00 pm, Monday through Friday. |
| WEBSITE | www.ssa.gov |

SECTION 6 Centennial Care (Medicaid)

Centennial Care (Medicaid) is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources. Some people with Medicare are also eligible for Centennial Care (Medicaid). The programs offered through Centennial Care (Medicaid) help people with Medicare pay their Medicare costs, such as their Medicare premiums. These **Medicare Savings Programs** include:

- **Qualified Medicare Beneficiary (QMB):** Helps pay Medicare Part A and Part B premiums, and other cost-sharing (like deductibles, coinsurance, and copayments). (Some people with QMB are also eligible for full Centennial Care (Medicaid) benefits (QMB+).)
- **Specified Low-Income Medicare Beneficiary (SLMB):** Helps pay Part B premiums. (Some people with SLMB are also eligible for full Centennial Care (Medicaid) benefits (SLMB+).)
- **Qualifying Individual (QI):** Helps pay Part B premiums.
- **Qualified Disabled & Working Individuals (QDWI):** Helps pay Part A premiums.

To find out more about Centennial Care (Medicaid) and its programs, contact Centennial Care (Medicaid).

| Method | Centennial Care (Medicaid) – Contact Information |
|---------|--|
| CALL | 1-800-283-4465 |
| TTY | 711 |
| WRITE | NM Human Services Department P.O. Box 2348 Santa Fe, NM 87504-2348 |
| WEBSITE | www.yes.state.nm.us/yesnm |

SECTION 7 Information about programs to help people pay for their prescription drugs

The Medicare.gov website (<https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/costs-in-the-coverage-gap/5-ways-to-get-help-with-prescription-costs>) provides information on how to lower your prescription drug costs. For people with limited incomes, there are also other programs to assist, described below.

Medicare’s “Extra Help” Program

Medicare provides “Extra Help” to pay prescription drug costs for people who have limited income and resources. Resources include your savings and stocks, but not your home or car. If you qualify, you get help paying for any Medicare drug plan’s monthly premium, yearly deductible, and prescription copayments. This “Extra Help” also counts toward your out-of-pocket costs.

If you automatically qualify for “Extra Help” Medicare will mail you a letter. You will not have to apply. If you do not automatically qualify you may be able to get “Extra Help” to pay for your prescription drug premiums and costs. To see if you qualify for getting “Extra Help,” call:

- 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048, 24 hours a day/7 days a week;
- The Social Security Office at 1-800-772-1213, between 8 am to 7 pm, Monday through Friday. TTY users should call 1-800-325-0778 (applications); or
- Your State Centennial Care (Medicaid) Office (applications) (See Section 6 of this chapter for contact information).

If you believe you have qualified for “Extra Help” and you believe that you are paying an incorrect cost-sharing amount when you get your prescription at a pharmacy, our plan has a process for you to either request assistance in obtaining evidence of your proper copayment level, or, if you already have the evidence, to provide this evidence to us.

- If you would like to request assistance with obtaining best available evidence and for providing this evidence, please contact Member Services (phone numbers are printed on the back cover of this document).
- When we receive the evidence showing your copayment level, we will update our system so that you can pay the correct copayment when you get your next prescription at the pharmacy. If you overpay your copayment, we will reimburse you. Either we will forward a check to you in the amount of your overpayment, or we will offset future copayments. If the pharmacy hasn’t collected a copayment from you and is carrying your copayment as a debt owed by you, we may make the payment directly to the pharmacy. If a state paid on your behalf, we may make the payment directly to the state. Please contact Member Services if you have questions.

What if you have coverage from a State Pharmaceutical Assistance Program (SPAP)?

Many states and the U.S. Virgin Islands offer help paying for prescriptions, drug plan premiums and/or other drug costs. If you are enrolled in a State Pharmaceutical Assistance Program (SPAP), or any other program that provides coverage for Part D drugs (other than “Extra Help”), you still get the 70% discount on covered brand name drugs. Also, the plan pays 5% of the costs of brand drugs in the coverage gap. The 70% discount and the 5% paid by the plan are both applied to the price of the drug before any SPAP or other coverage.

What if you have coverage from an AIDS Drug Assistance Program (ADAP)?

What is the AIDS Drug Assistance Program (ADAP)?

The AIDS Drug Assistance Program (ADAP) helps ADAP-eligible individuals living with HIV/AIDS have access to life-saving HIV medications. Medicare Part D prescription drugs that are also on the ADAP formulary qualify for prescription cost-sharing assistance through the New Mexico AIDS Drug Assistance Program (NM ADAP).

Note: To be eligible for the ADAP operating in your State, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status. If you change plans, please notify your local ADAP enrollment worker so you can continue to receive assistance. For information on eligibility criteria, covered drugs, or how to enroll in the program, please call 1-505-709-7618.

HIV Services Program (New Mexico Department of Health) - AIDS Drug Assistance Program (ADAP)

Attention: Laine Snow

5300 Homestead Rd. NE. Suite 218

Albuquerque, NM 87110

Phone: 1-505-709-7618, 8:00 a.m. - 5:00 p.m. Monday through Friday

www.nmhealth.org/about/phd/idb/hats/

State Pharmaceutical Assistance Programs

Many states have State Pharmaceutical Assistance Programs that help some people pay for prescription drugs based on financial need, age, medical condition, or disabilities. Each state has different rules to provide drug coverage to its members.

In New Mexico, the State Pharmaceutical Assistance Program is the New Mexico Aging & Disability Resource Center (ADRC).

| Method | New Mexico Aging & Disability Resource Center (ADRC) (New Mexico's State Pharmaceutical Assistance Program) – Contact Information |
|----------------|---|
| CALL | 1-800-432-2080 Monday-Friday, 7:45 AM to 5:00 PM |
| WRITE | Aging and Disability Resource Center (ADRC) 2550 Cerrillos Road Santa Fe, NM 87505 |
| WEBSITE | aging.nm.gov/consumer-elder-rights/aging-disability-resource-center-adrc |

SECTION 8 How to contact the Railroad Retirement Board

The Railroad Retirement Board is an independent Federal agency that administers comprehensive benefit programs for the nation’s railroad workers and their families. If you receive your Medicare through the Railroad Retirement Board, it is important that you let them know if you move or change your mailing address. If you have questions regarding your benefits from the Railroad Retirement Board, contact the agency.

| Method | Railroad Retirement Board – Contact Information |
|----------------|---|
| CALL | 1-877-772-5772 Calls to this number are free. If you press “0,” you may speak with an RRB representative from 9:00 am to 3:30 pm, Monday, Tuesday, Thursday, and Friday, and from 9:00 am to 12:00 pm on Wednesday. If you press “1”, you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays. |
| TTY | 1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are <i>not</i> free. |
| WEBSITE | rrb.gov |

SECTION 9 Do you have group insurance or other health insurance from an employer?

If you (or your spouse or domestic partner) get benefits from your (or your spouse or domestic partner’s) employer or retiree group as part of this plan, you may call the employer/union benefits administrator or Member Services if you have any questions. You can ask about your (or your spouse or domestic partner’s) employer or retiree health benefits, premiums, or the enrollment period. (Phone numbers for Member Services are printed on the back cover of this document.) You may also call 1-800-MEDICARE (1-800-633-4227; TTY: 1-877-486-2048) with questions related to your Medicare coverage under this plan.

If you have other prescription drug coverage through your (or your spouse or domestic partner’s) employer or retiree group, please contact **that group’s benefits administrator**. The benefits administrator can help you determine how your current prescription drug coverage will work with our plan.

CHAPTER 3:

*Using the plan for your medical
services*

SECTION 1 Things to know about getting your medical care as a member of our plan

This chapter explains what you need to know about using the plan to get your medical care covered. It gives definitions of terms and explains the rules you will need to follow to get the medical treatments, services, equipment, prescription drugs, and other medical care that are covered by the plan.

For the details on what medical care is covered by our plan and how much you pay when you get this care, use the benefits chart in the next chapter, Chapter 4 (*Medical Benefits Chart, what is covered and what you pay*).

Section 1.1 What are network providers and covered services?

- **Providers** are doctors and other health care professionals licensed by the state to provide medical services and care. The term providers also includes hospitals and other health care facilities.
- **Network** is a group of doctors, hospitals, pharmacies, and other health care experts hired by a health plan to take care of its members.
- **Network providers** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment and your cost-sharing amount as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The providers in our network bill us directly for care they give you. When you see a network provider, you pay only your share of the cost for their services.
- **Covered services** include all the medical care, health care services, supplies equipment and Prescription Drugs that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4. Your covered services for prescription drugs are discussed in Chapter 5.

Section 1.2 Basic rules for getting your medical care covered by the plan

As a Medicare health plan, SCAN Strive must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

SCAN Strive will generally cover your medical care as long as:

- **The care you receive is included in the plan's Medical Benefits Chart** (this chart is in Chapter 4 of this document).
- **The care you receive is considered medically necessary.** Medically necessary means that the services, supplies, equipment, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

- **You have a network primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a network PCP (for more information about this, see Section 2.1 in this chapter).
 - In most situations, your network PCP must give you approval in advance before you can use other providers in the plan's network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. This is called giving you a referral. For more information about this, see Section 2.3 of this chapter.
 - Referrals from your PCP are not required for emergency care or urgently needed services. There are also some other kinds of care you can get without having approval in advance from your PCP (for more information about this, see Section 2.2 of this chapter).
- **You must receive your care from a network provider** (for more information about this, see Section 2 in this chapter). In most cases, care you receive from an out-of-network provider (a provider who is not part of our plan's network) will not be covered. This means that you will have to pay the provider in full for the services furnished. *Here are three exceptions:*
 - The plan covers emergency care or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see Section 3 in this chapter.
 - If you need medical care that Medicare requires our plan to cover but there are no specialists in our network that provide this care, you can get this care from an out-of-network provider at the same cost-sharing you normally pay in-network. You must obtain authorization before seeking out-of-network care. Your PCP can assist you with obtaining authorization. In this situation, you will pay the same as you would pay if you got the care from a network provider. For information about getting approval to see an out-of-network doctor, see Section 2.4 in this chapter.
 - The plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost sharing you pay the plan for dialysis can never exceed the cost sharing in Original Medicare. If you are outside the plan's service area and obtain the dialysis from a provider that is outside the plan's network, your cost sharing cannot exceed the cost sharing you pay in-network. However, if your usual in-network provider for dialysis is temporarily unavailable and you choose to obtain services inside the service area from a provider outside the plan's network the cost sharing for the dialysis may be higher.

SECTION 2 Use providers in the plan's network to get your medical care

Section 2.1 You must choose a Primary Care Provider (PCP) to provide and oversee your medical care

What is a PCP and what does the PCP do for you?

Your PCP is a provider who meets state requirements and is trained to give you basic medical care. As we explain below, you will get your routine or basic care from your PCP. Your PCP will also coordinate the rest of the covered services you get as a member of our Plan. For example, in order for you to see a specialist, you will usually need to get your PCP's approval first (this is called getting a "referral" to a specialist). Your PCP will provide most of your care and will help you arrange or coordinate the rest of the covered services you get as a member of our Plan.

This includes:

- X-rays
- Laboratory tests
- Therapies
- Care from providers who are specialists
- Hospital admissions, and
- Follow-up care

"Coordinating" your services includes checking or consulting with other plan providers about your care and how it is going. If you need certain types of covered services or supplies, you must get written approval in advance from your PCP (such as giving you a referral to see a specialist). In some cases, your PCP will need to get prior authorization (prior approval) from SCAN Health Plan New Mexico or your PCP's medical group. Since your PCP will provide and coordinate your medical care, you should have all of your past medical records sent to your PCP's office.

There are several types of providers that may serve as your PCP. These include: Family Practice, General Practice and Internal Medicine.

How do you choose your PCP?

To view a list of available PCPs, please review our *Provider & Pharmacy Directory* or visit our website at www.scanhealthplan.com. After you have reviewed the list of available providers in your area, please call Member Services (phone numbers are printed on the back cover of this document).

Please note: If you do not select a PCP within 30 days of your enrollment, SCAN Health Plan New Mexico will assign you a PCP.

Your relationship with your PCP is an important one. That's why we strongly recommend that you choose a PCP close to your home. Having your PCP nearby makes receiving medical care and developing a trusting and open relationship that much easier. It is important to schedule your initial health assessment appointment with your new PCP within 90 days of enrollment. This provides your PCP with a baseline of information for treating you.

Each plan PCP has certain plan specialists they use for referrals. This means that the PCP you select may determine the specialists you may see.

Changing your PCP

You may change your PCP for any reason, at any time. Also, it's possible that your PCP might leave our plan's network of providers and you would have to find a new PCP.

If you wish to change your PCP within your contracted medical group or Independent Practice Association (IPA), this change will be effective on the first of the following month. If you wish to change your PCP to one affiliated with a different contracted medical group or IPA, your request must be received on or before the 20th of the month. The change will then be effective the first of the following month. To change your PCP, call Member Services (phone numbers are printed on the back cover of this document).

When changing your PCP that is affiliated with a different medical group, it may result in being limited to specific specialists or hospitals to which the PCP refers (i.e., sub-network, referral circles).

When you call, be sure to tell Member Services if you are seeing specialists or obtaining other covered services that needed your PCP's approval (such as home health services and durable medical equipment). Member Services will confirm if the specialty provider is part of the medical group or Independent Practice Association (IPA) you selected and will help make sure that you can continue with the specialty care and other services you have been obtaining when you change your PCP if they are not part of the provider network. They will also check to be sure the PCP you want to switch to is accepting new patients.

Member Services will tell you when the change to your new PCP will take effect. They will also send you a new membership card that shows the name and phone number of your new PCP.

Sometimes a network provider you are using might leave the plan. If this happens, you will have to switch to another provider who is part of our plan. You can call Member Services to assist you in finding and selecting another provider or we will select another PCP within your contracted medical group or Independent Practice Association (IPA) for you. You always have the option to call us to change your PCP if you are not happy with the PCP we select for you.

Section 2.2 What kinds of medical care can you get without a referral from your PCP?

You can get the services listed below without getting approval in advance from your PCP.

- Routine women’s health care, which includes breast exams, screening mammograms (x-rays of the breast), Pap tests, and pelvic exams as long as you get them from a network provider
- Flu shots, COVID-19 vaccinations, Hepatitis B vaccinations, and pneumonia vaccinations as long as you get them from a network provider
- Emergency services from network providers or from out-of-network providers
- Urgently needed services are covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan’s service area. If possible, please call Member Services before you leave the service area so we can help arrange for you to have maintenance dialysis while you are away.
- Provider covered services from the following specialists: Cardiology, Dermatology, Endocrinology, Gastroenterology, Ophthalmology, Gynecology, Podiatry, Outpatient Substance Abuse, Outpatient Mental Health, and Outpatient Substance Abuse Services.

Section 2.3 How to get care from specialists and other network providers

A specialist is a doctor who provides health care services for a specific disease or part of the body. There are many kinds of specialists. Here are a few examples:

- Oncologists care for patients with cancer.
- Cardiologists care for patients with heart conditions.
- Orthopedists care for patients with certain bone, joint, or muscle conditions.

It is very important to get a written referral (approval in advance) from your PCP before you see a plan specialist or certain other providers (there are a few exceptions, listed in Section 2.2 above). If you don’t have a written referral (approval in advance) before you get services from a specialist, you may have to pay for these services yourself.

For some types of referrals, your PCP may need to get approval in advance from SCAN Health Plan New Mexico (this is called getting “prior authorization”). Prior authorization is approval in advance to get services. Some in-network medical services are covered only if your doctor or other network provider obtains “prior authorization” from our plan. Covered services that need prior authorization are marked by a footnote in the Benefits Chart in Chapter 4, Section 2.1.

If the specialist wants you to come back for more care, check first to be sure that the referral (approval in advance) you got from your PCP for the first visit covers more visits to the specialist.

If there are specific specialists you want to use, find out whether your PCP sends patients to these specialists. Each plan's PCP has certain plan specialists they use for referrals. This means that the PCP you select may determine the specialists you may see. If there are specific hospitals you want to use, you must first find out whether your PCP uses these hospitals.

What if a specialist or another network provider leaves our plan?

We may make changes to the hospitals, doctors, and specialists (providers) that are part of your plan during the year. If your doctor or specialist leaves your plan you have certain rights and protections that are summarized below:

- Even though our network of providers may change during the year, Medicare requires that we furnish you with uninterrupted access to qualified doctors and specialists.
- We will notify you that your provider is leaving our plan so that you have time to select a new provider.
 - If your primary care or behavioral health provider leaves our plan, we will notify you if you have seen that provider within the past three years.
 - If any of your other providers leave our plan, we will notify you if you are assigned to the provider, currently receive care from them, or have seen them within the past three months.
- We will assist you in selecting a new qualified in-network provider that you may access for continued care.
- If you are currently undergoing medical treatment or therapies with your current provider, you have the right to request, and we will work with you to ensure, that the medically necessary treatment or therapies you are receiving continues.
- We will provide you with information about the different enrollment periods available to you and options you may have for changing plans.
- We will arrange for any medically necessary covered benefit outside of our provider network, but at in-network cost sharing, when an in-network provider or benefit is unavailable or inadequate to meet your medical needs. Authorization may be required.
- If you find out your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.
- If you believe we have not furnished you with a qualified provider to replace your previous provider or that your care is not being appropriately managed, you have the right to file a quality of care complaint to the QIO, a quality of care grievance to the plan, or both. Please see Chapter 9.

Section 2.4 How to get care from out-of-network providers

SCAN Strive does not cover out-of-network services rendered with the exceptions of the following:

- Emergency care or urgently needed services that you get from an out-of-network provider. This includes worldwide coverage if covered by your plan.
- If you need medical care that Medicare requires our plan to cover and providers in our network cannot provide this care, you can get this care from an out-of-network provider. For these types of referrals you must obtain authorization before seeking care. Your PCP can assist you with obtaining authorization. In this situation, we will cover these services as if you got the care from a network provider. If you do not have a prior authorization before you receive services from an out-of-network provider, you may have to pay for these services yourself.
- Renal dialysis services when you are temporarily outside the service area, or when prior authorized.

(For information about this, see Section 2.1 and Section 2.3 of this chapter). To obtain information on these places of service, please call Member Services (phone numbers are printed on the back cover of this document).

SECTION 3 How to get services when you have an emergency or urgent need for care or during a disaster

Section 3.1 Getting care if you have a medical emergency

What is a medical emergency and what should you do if you have one?

A **medical emergency** is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent your loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb or function of a limb, or loss of or serious impairment to a bodily function. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do *not* need to get approval or a referral first from your PCP. You do not need to use a network doctor. You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories, and from any provider with an appropriate state license even if they are not part of our network. Our plan also covers emergency services worldwide as long as the reason for receiving care meets the definition of medical emergency that is given above. Please refer to Chapter 4 for more information.

- **As soon as possible, make sure that our plan has been told about your emergency.** We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. Contact information can be found in Chapter 2, and on the back cover page of this document.

What is covered if you have a medical emergency?

Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. We also cover medical services during the emergency.

The doctors who are giving you emergency care will decide when your condition is stable, and the medical emergency is over.

After the emergency is over you are entitled to follow-up care to be sure your condition continues to be stable. Your doctors will continue to treat you until your doctors contact us and make plans for additional care. Your follow-up care will be covered by our plan.

If your emergency care is provided by out-of-network providers, we will try to arrange for network providers to take over your care as soon as your medical condition and the circumstances allow. Follow-up care after the emergency is not covered outside of the U.S. or its territories.

If you receive emergency or urgently-needed services outside of the U.S. or its territories, you generally will be required to pay the bill at the time you receive the services. Most foreign providers are not eligible to receive reimbursement directly from Medicare or SCAN, nor will they accept reimbursement from Medicare or SCAN and will ask you to pay for the services directly. It is your responsibility to provide SCAN a written, detailed bill or receipt showing the specific services provided to you. Send a copy of the itemized bill or an itemized receipt for us to reimburse you for the covered services **at the Original Medicare reimbursement rates** less any cost sharing for services you received. You should be prepared to assist us in obtaining any additional information necessary to properly process your request for reimbursement, including medical records.

A medical travel insurance policy would protect you from paying higher out-of-pocket medical expenses for services not covered by your health plan and cover unforeseen medical expenses incurred while traveling internationally. It is encouraged to purchase a medical travel insurance policy prior to traveling outside of the country.

Worldwide emergency and urgent care coverage is not covered by Original Medicare and is considered a supplemental benefit. SCAN will reimburse for covered out-of-network emergency and urgent care services outside of the U.S. and its territories **at Original Medicare reimbursement rates**. You will be responsible for any costs above what Original Medicare would pay, less any cost-sharing for the services you received.

What if it wasn't a medical emergency?

Sometimes it can be hard to know if you have a medical emergency. For example, you might go in for emergency care – thinking that your health is in serious danger – and the doctor may

say that it wasn't a medical emergency after all. If it turns out that it was not an emergency, as long as you reasonably thought your health was in serious danger, we will cover your care.

However, after the doctor has said that it was *not* an emergency, we will cover additional care *only* if you get the additional care in one of these two ways:

- You go to a network provider to get the additional care.
- – *or* – The additional care you get is considered urgently needed services and you follow the rules for getting this urgent care (for more information about this, see Section 3.2 below).

Section 3.2 Getting care when you have an urgent need for services

What are urgently needed services?

An urgently needed service is a non-emergency situation requiring immediate medical care but given your circumstances, it is not possible or not reasonable to obtain these services from a network provider. The plan must cover urgently needed services provided out of network. Some examples of urgently needed services are i) a severe sore throat that occurs over the weekend or ii) an unforeseen flare-up of a known condition when you are temporarily outside the service area.

You can access urgently needed services four (4) ways:

- An in-person visit to an urgent care center
 - While you can go to any urgent care center, you should go to the urgent care center that your doctor works with, when you are in your plan's service area. Ask your doctor for a list of urgent care centers he or she works with before you need to go to one.
- A telephonic visit using Nurse Advice Line at \$0 copayment. Please refer to Nurse Advice Line in the Medical Benefits Chart in Chapter 4.
- A virtual visit if offered by your medical group (you will pay your office visit copay for a virtual visit). Ask your doctor if virtual visits are offered, and how to access them, before you need it.
- A virtual Urgent Care Telehealth visit at \$0 copayment. Please refer to Urgent Care Telehealth under Telehealth Services in the Medical Benefits Chart in Chapter 4.

Our plan covers worldwide emergency and urgent care services outside the United States under the following circumstances: emergency services, including emergency or urgently needed care and emergency ambulance transportation from the scene of an emergency to the nearest medical treatment facility. Transportation back to the United States from another country is **not** covered. Pre-scheduled, pre-planned treatments (including chronic dialysis) for any ongoing known conditions and/or elective procedures are **not** covered. Any follow-up care including after-care, rehabilitation, physician visits, and skilled nursing facility stay are **not** considered emergent or urgently needed care and are **not** covered.

If you receive emergency or urgently-needed services outside of the U.S. or its territories, you generally will be required to pay the bill at the time you receive the services. Most foreign providers are not eligible to receive reimbursement directly from Medicare or SCAN, nor will they accept reimbursement from Medicare or SCAN and will ask you to pay for the services directly. Ask for a written, detailed bill or receipt showing the specific services provided to you. Send a copy of the itemized bill or an itemized receipt for us to reimburse you for the covered services **at the Original Medicare reimbursement rates** less any cost sharing for services you received. You should be prepared to assist us in obtaining any additional information necessary to properly process your request for reimbursement, including medical records.

A medical travel insurance policy would protect you from paying higher out-of-pocket medical expenses for services not covered by your health plan and cover unforeseen medical expenses incurred while traveling internationally. It is encouraged to purchase a medical travel insurance policy prior to traveling outside of the country.

Worldwide emergency and urgent care coverage is not covered by Original Medicare and is considered a supplemental benefit. SCAN will reimburse for covered out-of-network emergency and urgent care services outside of the U.S. and its territories **at Original Medicare reimbursement rates**. You will be responsible for any costs above what Original Medicare would pay, less any cost-sharing for the services you received.

Section 3.3 Getting care during a disaster

If the Governor of your state, the U.S. Secretary of Health and Human Services, or the President of the United States declares a state of disaster or emergency in your geographic area, you are still entitled to care from your plan.

Please visit the following website: www.scanhealthplan.com for information on how to obtain needed care during a disaster.

If you cannot use a network provider during a disaster, your plan will allow you to obtain care from out-of-network providers at in-network cost-sharing. If you cannot use a network pharmacy during a disaster, you may be able to fill your prescription drugs at an out-of-network pharmacy. Please see Chapter 5, Section 2.5 for more information.

SECTION 4 What if you are billed directly for the full cost of your services?

Section 4.1 You can ask us to pay our share of the cost of covered services

If you have paid more than your plan cost-sharing for covered services, or if you have received a bill for the full cost of covered medical services, go to Chapter 7 (*Asking us to pay our share of a bill you have received for covered medical services or drugs*) for information about what to do.

Section 4.2 If services are not covered by our plan, you must pay the full cost

SCAN Strive covers all medically necessary services as listed in the Medical Benefits Chart in Chapter 4 of this document. If you receive services not covered by our plan or services obtained out-of-network and were not authorized, you are responsible for paying the full cost of services.

For covered services that have a benefit limitation, you also pay the full cost of any services you get after you have used up your benefit for that type of covered service. Once a covered medical benefit limit is reached, any additional medical expenses incurred will not count toward your maximum out-of-pocket limit. You can call Member Services when you want to know how much of your benefit limit you have already used.

SECTION 5 How are your medical services covered when you are in a clinical research study?

Section 5.1 What is a clinical research study?

A clinical research study (also called a *clinical trial*) is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. Certain clinical research studies are approved by Medicare. Clinical research studies approved by Medicare typically request volunteers to participate in the study.

Once Medicare approves the study, and you express interest, someone who works on the study will contact you to explain more about the study and see if you meet the requirements set by the scientists who are running the study. You can participate in the study as long as you meet the requirements for the study, *and* you have a full understanding and acceptance of what is involved if you participate in the study.

If you participate in a Medicare-approved study, Original Medicare pays most of the costs for the covered services you receive as part of the study. If you tell us that you are in a qualified clinical trial, then you are only responsible for the in-network cost sharing for the services in that trial. If you paid more, for example, if you already paid the Original Medicare cost-sharing amount, we will reimburse the difference between what you paid and the in-network cost sharing. However, you will need to provide documentation to show us how much you paid. When you are in a clinical research study, you may stay enrolled in our plan and continue to get the rest of your care (the care that is not related to the study) through our plan.

If you want to participate in any Medicare-approved clinical research study, you do *not* need to tell us or to get approval from us or your PCP. The providers that deliver your care as part of the clinical research study do *not* need to be part of our plan's network of providers. Please note that this does not include benefits for which our plan is responsible that include, as a component, a clinical trial or registry to assess the benefit. These include certain benefits specified under national coverage determinations (NCDs) and investigational device trials (IDE) and may be subject to prior authorization and other plan rules.

Although you do not need to get our plan's permission to be in a clinical research study, covered for Medicare Advantage enrollees by Original Medicare, we encourage you to notify us in advance when you choose to participate in Medicare-qualified clinical trials.

If you participate in a study that Medicare has *not* approved, *you will be responsible for paying all costs for your participation in the study.*

Section 5.2 When you participate in a clinical research study, who pays for what?

Once you join a Medicare-approved clinical research study, Original Medicare covers the routine items and services you receive as part of the study, including:

- Room and board for a hospital stay that Medicare would pay for even if you weren't in a study.
- An operation or other medical procedure if it is part of the research study.
- Treatment of side effects and complications of the new care.

After Medicare has paid its share of the cost for these services, our plan will pay the difference between the cost-sharing in Original Medicare and your in-network cost-sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan. However, you are required to submit documentation showing how much cost-sharing you paid. Please see Chapter 7 for more information for submitting requests for payments.

Here's an example of how the cost-sharing works: Let's say that you have a lab test that costs \$100 as part of the research study. Let's also say that your share of the costs for this test is \$20 under Original Medicare, but the test would be \$10 under our plan's benefits. In this case, Original Medicare would pay \$80 for the test, and you would pay the \$20 copay required under Original Medicare. You would then notify your plan that you received a qualified clinical trial service and submit documentation such as a provider bill to the plan. The plan would then directly pay you \$10. Therefore, your net payment is \$10, the same amount you would pay under our plan's benefits. Please note that in order to receive payment from your plan, you must submit documentation to your plan such as a provider bill.

When you are part of a clinical research study, **neither Medicare nor our plan will pay for any of the following:**

- Generally, Medicare will *not* pay for the new item or service that the study is testing unless Medicare would cover the item or service even if you were *not* in a study.
- Items or services provided only to collect data, and not used in your direct health care. For example, Medicare would not pay for monthly CT scans done as part of the study if your medical condition would normally require only one CT scan.

Do you want to know more?

You can get more information about joining a clinical research study by visiting the Medicare website to read or download the publication *Medicare and Clinical Research Studies*. (The publication is available at: www.medicare.gov/Pubs/pdf/02226-Medicare-and-Clinical-Research-Studies.pdf.) You can also call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

SECTION 6 Rules for getting care in a religious non-medical health care institution

Section 6.1 What is a religious non-medical health care institution?

A religious non-medical health care institution is a facility that provides care for a condition that would ordinarily be treated in a hospital or skilled nursing facility. If getting care in a hospital or a skilled nursing facility is against a member's religious beliefs, we will instead provide coverage for care in a religious non-medical health care institution. This benefit is provided only for Part A inpatient services (non-medical health care services).

Section 6.2 Receiving Care from a Religious Non-Medical Health Care Institution

To get care from a religious non-medical health care institution, you must sign a legal document that says you are conscientiously opposed to getting medical treatment that is **non-excepted**.

- **Non-excepted** medical care or treatment is any medical care or treatment that is *voluntary* and *not required* by any federal, state, or local law.
- **Excepted** medical treatment is medical care or treatment that you get that is *not* voluntary or *is required* under federal, state, or local law.

To be covered by our plan, the care you get from a religious non-medical health care institution must meet the following conditions:

- The facility providing the care must be certified by Medicare.
- Our plan's coverage of services you receive is limited to *non-religious* aspects of care.
- If you get services from this institution that are provided to you in a facility, the following conditions apply:
 - You must have a medical condition that would allow you to receive covered services for inpatient hospital care or skilled nursing facility care.
 - – *and* – you must get approval in advance from our plan before you are admitted to the facility, or your stay will not be covered.

You are covered up to 90 days per benefit period from a religious non-medical health care provider. You will pay the same cost share as inpatient hospital care. Please refer to the Medical Benefits Chart in Chapter 4.

SECTION 7 Rules for ownership of durable medical equipment

Section 7.1 Will you own the durable medical equipment after making a certain number of payments under our plan?

Durable medical equipment (DME) includes items such as oxygen equipment and supplies, wheelchairs, walkers, powered mattress systems, crutches, diabetic supplies, speech generating devices, IV infusion pumps, nebulizers, and hospital beds ordered by a provider for use in the home. The member always owns certain items, such as prosthetics. In this section, we discuss other types of DME that you must rent.

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of SCAN Strive, however, you usually will not acquire ownership of rented DME items no matter how many copayments you make for the item while a member of our plan, even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan.

What happens to payments you made for durable medical equipment if you switch to Original Medicare?

If you did not acquire ownership of the DME item while in our plan, you will have to make 13 new consecutive payments after you switch to Original Medicare in order to own the item. The payments made while enrolled in your plan do not count.

Example 1: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. The payments you made in Original Medicare do not count.

Example 2: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. You were in our plan but did not obtain ownership while in our plan. You then go back to Original Medicare. You will have to make 13 consecutive new payments to own the item once you join Original Medicare again. All previous payments (whether to our plan or to Original Medicare) do not count.

Section 7.2 Rules for oxygen equipment, supplies, and maintenance

What oxygen benefits are you entitled to?

If you qualify for Medicare oxygen equipment coverage SCAN Strive will cover:

- Rental of oxygen equipment
- Delivery of oxygen and oxygen contents
- Tubing and related oxygen accessories for the delivery of oxygen and oxygen contents

- Maintenance and repairs of oxygen equipment

If you leave SCAN Strive or no longer medically require oxygen equipment, then the oxygen equipment must be returned.

What happens if you leave your plan and return to Original Medicare?

Original Medicare requires an oxygen supplier to provide you services for five years. During the first 36 months you rent the equipment. The remaining 24 months the supplier provides the equipment and maintenance (you are still responsible for the copayment for oxygen). After five years you may choose to stay with the same company or go to another company. At this point, the five-year cycle begins again, even if you remain with the same company, requiring you to pay copayments for the first 36 months. If you join or leave our plan, the five-year cycle starts over.

CHAPTER 4:

*Medical Benefits Chart
(what is covered and
what you pay)*

SECTION 1 Understanding your out-of-pocket costs for covered services

This chapter provides a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of SCAN Strive. Later in this chapter, you can find information about medical services that are not covered. It also explains limits on certain services. See the Addenda in Section 4 of this chapter for additional information on limitations and exclusions.

Section 1.1 Types of out-of-pocket costs you may pay for your covered services

To understand the payment information we give you in this chapter, you need to know about the types of out-of-pocket costs you may pay for your covered services.

- **Deductible** is the amount you must pay for medical services before our plan begins to pay its share. (Section 1.2 tells you more about your plan deductible.)
- **Copayment** is the fixed amount you pay each time you receive certain medical services. You pay a copayment at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your copayments.)
- **Coinsurance** is the percentage you pay of the total cost of certain medical services. You pay a coinsurance at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your coinsurance.)

Most people who qualify for Centennial Care (Medicaid) or for the Qualified Medicare Beneficiary (QMB) program should never pay deductibles, copayments, or coinsurance. Be sure to show your proof of Centennial Care (Medicaid) or QMB eligibility to your provider, if applicable.

Section 1.2 What is your plan deductible?

In 2023, the Medicare Part B deductible was \$226. This amount may change in 2024. Until you have paid the deductible amount, you must pay the full cost of your covered services. Once you have paid your deductible, we will begin to pay our share of the costs for covered medical services and you will pay your share (your copayment or coinsurance amount) for the rest of the calendar year.

The deductible does not apply to some services. This means that we will pay our share of the costs for these services even if you haven't paid your deductible yet. The deductible does not apply to the following services:

- Abridge benefit
- Annual physical exam
- BrainHQ
- Emergency services

- Health club membership
- HEALTH*tech*
- Inpatient hospital services
- Insulin furnished through an item of durable medical equipment
- Medicare-covered zero cost-sharing preventive services
- Nurse advice line
- Over-the-Counter (OTC) products
- Personal Emergency Response System (PERS)
- Respite care
- “Returning to Home” benefits
- Routine acupuncture services
- Routine chiropractic services
- Routine dental services
- Routine transportation services
- Routine vision services
- Skilled nursing services
- “Solutions for Caregivers” benefits
- “Solutions for Togetherness” benefits
- Special supplemental benefits for the chronically ill
- Telehealth services
- Urgent care

Section 1.3 What is the most you will pay for Medicare Part A and Part B covered medical services?

Because you are enrolled in a Medicare Advantage Plan, there is a limit on the total amount you have to pay out-of-pocket each year for in-network medical services that are covered under Medicare Part A and Part B. This limit is called the maximum out-of-pocket (MOOP) amount for medical services. For calendar year 2024 this amount is \$8,850.

The amounts you pay for deductibles, copayments and coinsurance for in-network covered services count toward this maximum out-of-pocket amount. The amounts you pay for your plan premiums and for your Part D prescription drugs do not count toward your maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with an asterisk in the Medical Benefits Chart. If you reach the maximum out-of-pocket amount of \$8,850, you will not have to pay any out-of-pocket costs for the rest of the year for in-network covered Part A and Part B

services. However, you must continue to pay your plan premium and the Medicare Part B premium (unless your Part B premium is paid for you by Centennial Care (Medicaid) or another third party).

Section 1.4 Our plan does not allow providers to balance bill you

As a member of SCAN Strive, an important protection for you is that after you meet any deductibles, you only have to pay your cost-sharing amount when you get services covered by our plan. Providers may not add additional separate charges, called **balance billing**. This protection applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.

Here is how this protection works.

- If your cost-sharing is a copayment (a set amount of dollars, for example, \$15.00), then you pay only that amount for any covered services from a network provider.
- If your cost-sharing is a coinsurance (a percentage of the total charges), then you never pay more than that percentage. However, your cost depends on which type of provider you see:
 - If you receive the covered services from a network provider, you pay the coinsurance percentage multiplied by the plan's reimbursement rate (as determined in the contract between the provider and the plan).
 - If you receive the covered services from an out-of-network provider who participates with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral or for emergencies or urgently needed services.)
 - If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral, or for emergencies or outside the service area for urgently needed services.)
- If you believe a provider has balance billed you, call Member Services.

SECTION 2 Use the *Medical Benefits Chart* to find out what is covered and how much you will pay

Section 2.1 Your medical benefits and costs as a member of the plan

The Medical Benefits Chart on the following pages lists the services SCAN Strive covers and what you pay out-of-pocket for each service. Part D prescription drug coverage is in

Chapter 5. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Your services (including medical care, services, supplies, equipment, and Part B prescription drugs) *must* be medically necessary. Medically necessary means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered, unless it is emergent or urgent care or unless your plan or a network provider has given you a referral. This means that you will have to pay the provider in full for the services furnished.
- You have a primary care provider (a PCP) who is providing and overseeing your care. In most situations, your PCP must give you approval in advance before you can see other providers in the plan's network. This is called giving you a referral.
- Some of the services listed in the Medical Benefits Chart are covered *only* if your doctor or other network provider gets approval in advance (sometimes called prior authorization) from us. Covered services that need approval in advance are marked in the Medical Benefits Chart by a footnote.

Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2024* handbook. View it online at www.medicare.gov or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment will apply for the care received for the existing medical condition.
- If Medicare adds coverage for any new services during 2024, either Medicare or our plan will cover those services.
- If you are within our plan's 2-month period of deemed continued eligibility, we will continue to provide all plan-covered benefits, and your cost-sharing amounts do not change during this period.

Important Benefit Information for Enrollees Participating in Wellness and Health Care Planning (WHP) Services

- Because SCAN Strive participates in the VBID Flex Part D Reduced Cost Sharing program, you will be eligible for the following WHP services:
 - Annual wellness visit


- Medicare health risk assessment
- Case management programs (as medically necessary)
- Advanced care planning (ACP), e.g., living wills, medical power of attorney, “do not resuscitate” (DNR) request, organ donation, advanced directives, physician orders for life-sustaining treatment (POLST)
- Palliative care programs (as medically necessary)
- WHP and ACP services are voluntary and you are free to decline the services as needed.

Important Benefit Information for Enrollees Who Qualify for “Extra Help”:


- If you receive “Extra Help” to pay your Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance, you may be eligible for other targeted supplemental benefits and/or targeted reduced cost-sharing.
- Please go to the Medical Benefits Chart in Chapter 4 for further detail.
- If you receive “Extra Help” to pay your Medicare prescription drug program costs, you may qualify for \$0 cost sharing for your Part D covered drugs. See Chapter 6, Section 2.1 for more details.

Important Benefit Information for Enrollees with Chronic Conditions

- If you are diagnosed with the following chronic condition(s) identified below and meet certain criteria, you may be eligible for special supplemental benefits for the chronically ill.
 - Cancer, cardiovascular disorders, chronic heart failure, dementia, diabetes, end-stage renal disease, and Parkinson’s disease.
 - Either your provider will have completed a Confirmation of Diagnosis or SCAN will perform a health assessment for your chronic health needs to determine if you are eligible for extra benefits.
- Please go to the *Special Supplemental Benefits for the Chronically Ill* row in the below Medical Benefits Chart for further detail.
- Please contact us to find out exactly which benefits you may be eligible for.



 You will see this apple next to the preventive services in the benefits chart.


Medical Benefits Chart



| Services that are covered for you | What you must pay when you get these services |
|--|--|
| <p> Abdominal aortic aneurysm screening</p> <p>A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.</p> | <p>There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.</p> <p>Prior authorization rules apply</p> |
| <p>Abridge*</p> <p>Abridge is a smartphone-based application that allows members to record physician office visit conversations. Abridge defines medical terms and automatically detects key points like medication instructions for later review. Conversations can be securely shared with family members and caregivers.</p> <p>To start using Abridge please go to abridgeapp.com/scan. Contact Member Services for more information (phone numbers are printed on the back cover of this document).</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> |
| <p>Acupuncture for chronic low back pain (Medicare-covered)</p> <p>Covered services include:</p> <p>Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances:</p> <p>For the purpose of this benefit, chronic low back pain is defined as:</p> <ul style="list-style-type: none"> • Lasting 12 weeks or longer; • nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious disease, etc.); • not associated with surgery; and • not associated with pregnancy. | <p>\$0 copayment for each office visit.</p> <p>Prior authorization rules apply</p> |


| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p>Acupuncture for chronic low back pain (Medicare-covered) (continued)</p> <p>An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually.</p> <p>Treatment must be discontinued if the patient is not improving or is regressing.</p> <p>Provider Requirements:</p> <p>Physicians (as defined in 1861(r)(1) of the Social Security Act (the Act)) may furnish acupuncture in accordance with applicable state requirements.</p> <p>Physician assistants (PAs), nurse practitioners (NPs)/clinical nurse specialists (CNSs) (as identified in 1861(aa) (5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable state requirements and have:</p> <ul style="list-style-type: none"> • a masters or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and, • a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or Commonwealth (i.e., Puerto Rico) of the United States, or District of Columbia. <p>Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by our regulations at 42 CFR §§ 410.26 and 410.27.</p> | |
| <p>Acupuncture services (Routine/Non-Medicare-covered)*</p> <p>Acupuncture services cover necessary routine care. You must use contracted plan providers. You are covered for routine acupuncture services (combined with routine/non-Medicare-covered chiropractic services).</p> <p>You do not need a referral for an initial acupuncture visit. Any subsequent visits require prior authorization.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for each office visit for up to 30 visits per year.</p> <p>Prior authorization rules apply</p> |


| Services that are covered for you | What you must pay when you get these services |
|--|---|
| <p>Ambulance services</p> <p>Covered ambulance services, whether for an emergency or non-emergency situation, include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person’s health or if authorized by the plan. If the covered ambulance services are not for an emergency situation, it should be documented that the member’s condition is such that other means of transportation could endanger the person’s health and that transportation by ambulance is medically required.</p> <p>Emergency ambulance services are covered worldwide. See Chapter 3, Section 3.1 for more information.</p> <p>A copayment will not apply to scheduled, non-emergency inter-facility transports such as:</p> <ul style="list-style-type: none"> • From one acute hospital to another acute hospital • From an acute hospital to a Skilled Nursing Facility (SNF) • From a SNF to a medical facility that provides covered services or treatment not otherwise available at the SNF. (Urgent care and doctors’ offices are not considered facilities for the purpose of this benefit.) <p>Paramedic intercept services are covered under limited circumstances as defined by Medicare.</p> | <p>20% of the Medicare-approved amount for each one-way trip.</p> <p>Prior authorization rules apply for non-emergency ambulance services.</p> |
| <p>Annual physical examination*</p> <p>You are covered for one routine physical examination per year. This exam includes screening laboratory services as needed.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for the office visit.</p> |


| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p> Annual wellness visit</p> <p>If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months.</p> <p>Note: Your first annual wellness visit can't take place within 12 months of your Welcome to Medicare preventive visit. However, you don't need to have had a Welcome to Medicare visit to be covered for annual wellness visits after you've had Part B for 12 months.</p> | <p>There is no coinsurance, copayment, or deductible for the annual wellness visit.</p> |
| <p> Bone mass measurement</p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician's interpretation of the results.</p> | <p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.</p> <p>Prior authorization rules apply</p> |
| <p>BrainHQ (through OnePass)*</p> <p>BrainHQ is an online program that offers a series of mental activities designed to strengthen attention, memory and other skills that are so important as we age.</p> <p>BrainHQ provides:</p> <ul style="list-style-type: none"> • Mental games that focus on keeping your brain in shape by improving attention, memory, brain speed, intelligence, navigation, and communication skills. • Exercises tailored to your unique brain. Using a special method, each exercise adapts in difficulty as you use it, so you're always working at the optimum level where you are most likely to improve your performance. | <p>\$0 copayment</p> |

| Services that are covered for you | What you must pay when you get these services |
|--|---|
| <p>BrainHQ (through OnePass)* (continued)</p> <ul style="list-style-type: none"> • Round-the-clock access. BrainHQ is available online 24 hours a day, seven days week, so you can use it whenever it's convenient for you. <p>To register for BrainHQ through One Pass, visit the One Pass member website at YourOnePass.com, log-in and click on the Brain Health tab and follow the instructions. After you register, you can access BrainHQ directly at any time from a computer, tablet or even your smartphone.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | |
| <p> Breast cancer screening (mammograms)</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • One baseline mammogram between the ages of 35 and 39 • One screening mammogram every 12 months for women aged 40 and older • Clinical breast exams once every 24 months | <p>There is no coinsurance, copayment, or deductible for covered screening mammograms.</p> <p>You do not need a referral for an annual mammography screening within your network (1 exam every 12 months).</p> <p>Routine mammography screening does not include MRI.</p> <p>Prior authorization rules apply</p> |
| <p>Cardiac rehabilitation services</p> <p>Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's referral. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.</p> | <p>20% of the Medicare-approved amount for each office visit.</p> <p>Prior authorization rules apply</p> |




| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p> Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</p> <p>We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.</p> | <p>There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.</p> <p>Prior authorization rules apply</p> |
| <p> Cardiovascular disease testing</p> <p>Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).</p> | <p>There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.</p> <p>Prior authorization rules apply</p> |
| <p>Care management*</p> <p>A team of health care professionals is ready to help you manage your health conditions. A care manager can work with you in the following ways:</p> <ul style="list-style-type: none"> • Assist in managing your health conditions. • Create a specialized care plan for your health conditions with you. • Work with the specialists on your team to get the best care for your health condition. • Help you understand your care during a hospital stay. • Provide any assistance you may need when moving between a hospital, skilled care facility or home care after you have been hospitalized. • Make any arrangements for your special needs. This may include transportation, durable medical equipment, infusions and home health care. | <p>\$0 copayment for care management services.</p> |


| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p>Care management* (continued)</p> <p>Your care manager will help you learn more about your health conditions and give you tips on how to stay healthy. Tips such as:</p> <ul style="list-style-type: none"> • Assist you in finding a diet that works for you. • Help you understand your medications and how to take them correctly. • Learn how to stay active. • Help you understand important tests and screenings that can help you avoid health complications. <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | |
| <p>Care Navigator, For You*</p> <p>Care navigation services will be provided by dedicated care professional that will provide concierge and healthcare navigation to support members as they move through the healthcare system.</p> <p>Service providers will answer questions and identify clinical and social resources to improve access to care and health outcomes across diverse populations.</p> <p>For more information contact Member Services.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> |
| <p> Cervical and vaginal cancer screening</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • For all women: Pap tests and pelvic exams are covered once every 24 months • If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months | <p>There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.</p> <p>You do not need a referral for a routine preventive care visit to an OB/GYN within your network.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p>Chiropractic services (Medicare-covered)</p> <p>Covered services include:</p> <ul style="list-style-type: none"> We cover only manual manipulation of the spine to correct subluxation | <p>20% of the Medicare-approved amount for each visit.</p> <p>Prior authorization rules apply</p> |
| <p>Chiropractic services (Routine/Non-Medicare-covered)*</p> <p>Routine chiropractic services cover necessary routine care. You are covered for routine chiropractic services (combined with acupuncture services). You must use SCAN Health Plan New Mexico’s contracted routine chiropractic provider.</p> <p>You do not need a referral for an initial chiropractic visit. Any subsequent visits require prior authorization.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for each office visit for up to 30 visits per year.</p> <p>Prior authorization rules apply</p> |
| <p>Chronic condition meals*</p> <p>Please see the “Solutions for Caregivers” benefit later in this chart.</p> | |
| <p> Colorectal cancer screening</p> <p>The following screening tests are covered:</p> <ul style="list-style-type: none"> Colonoscopy has no minimum or maximum age limitation and is covered once every 120 months (10 years) for patients not at high risk, or 48 months after a previous flexible sigmoidoscopy for patients who are not at high risk for colorectal cancer, and once every 24 months for high risk patients after a previous screening colonoscopy or barium enema. Flexible sigmoidoscopy for patients 45 years and older. Once every 120 months for patients not at high risk after the patient received a screening colonoscopy. Once every 48 months for high risk patients from the last flexible sigmoidoscopy or barium enema. Screening fecal-occult blood tests for patients 45 years and older. Once every 12 months. Multitarget stool DNA for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years. <p>There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam, excluding barium enemas, for which coinsurance applies. If your doctor finds and removes a polyp or other tissue during the colonoscopy or flexible sigmoidoscopy, the screening exam becomes a diagnostic exam and you pay 15% of the Medicare-approved amount for your doctors’</p> | |

| Services that are covered for you | What you must pay when you get these services |
|--|---|
| <p> Colorectal cancer screening (continued)</p> <ul style="list-style-type: none"> • Blood-based Biomarker Tests for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years. • Barium Enema as an alternative to colonoscopy for patients at high risk and 24 months since the last screening barium enema or the last screening colonoscopy. • Barium Enema as an alternative to flexible sigmoidoscopy for patient not at high risk and 45 years or older. Once at least 48 months following the last screening barium enema or screening flexible sigmoidoscopy. • Colorectal cancer screening tests include a follow-on screening colonoscopy after a Medicare covered non-invasive stool-based colorectal cancer screening test returns a positive result. | <p>services. In a hospital outpatient setting, you also pay the hospital a 15% coinsurance. The Part B deductible doesn't apply.</p> <p>Virtual colonoscopy is not a covered procedure.</p> <p>Prior authorization rules apply</p> |
| <p>Dental services (Medicare-covered)</p> <p>In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare. However, Medicare currently pays for dental services in a limited number of circumstances, specifically when that service is an integral part of specific treatment of a beneficiary's primary medical condition. Some examples include reconstruction of the jaw following fracture or injury, tooth extractions done in preparation for radiation treatment for cancer involving the jaw, or oral exams preceding kidney transplantation. In addition, we cover:</p> <ul style="list-style-type: none"> • Medically necessary oral surgery that is unrelated to the teeth and supporting structures | <p>20% of the Medicare-approved amount for each office visit.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
|--|--|
| <p>Dental services (Medicare-covered) (continued)</p> <ul style="list-style-type: none">• Surgery of the jaw or related structures• Setting fractures of the jaw or facial bones• Extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease• Medicare-covered pre-transplant dental services• Treatment of congenital malformations, cysts, and malignancies <p>See the “Services we do not cover (exclusions)” section later in this chapter for information regarding additional dental procedures that are not covered.</p> | |
| <p>Dental services (Routine/Non-Medicare-covered)*</p> <p>In addition to the services noted above, SCAN Strive offers the following routine dental services through SCAN Strive-contracted dental providers.</p> <p>In-Network Routine Dental Services include:</p> <ul style="list-style-type: none">• Oral exam: up to 2 visits every 12 months• Teeth cleaning: up to 2 visits every 12 months• Dental X-rays: up to 2 visits every 12 months <p>This benefit also includes comprehensive dental services. For a complete description, including any additional limitations and exclusions, please refer to the DeltaCare® USA fee schedule.</p> <p>Orthodontics is excluded from your benefit plan.</p> <p>Members who have not had regular dental visits (at least once every six months) or have been diagnosed with gum disease may need periodontal scaling, root planing, or full-mouth debridement before routine care such as regular cleanings can be provided. You may have to pay additional cost-sharing for these services.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for each office visit.</p> <p>See your DeltaCare® USA fee schedule for other dental benefit copayments.</p> |


| Services that are covered for you | What you must pay when you get these services |
|--|---|
| <p> Depression screening</p> <p>We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.</p> | <p>There is no coinsurance, copayment, or deductible for an annual depression screening visit.</p> <p>Prior authorization rules apply</p> |
| <p> Diabetes screening</p> <p>We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.</p> <p>Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.</p> | <p>There is no coinsurance, copayment, or deductible for the Medicare-covered diabetes screening tests.</p> <p>Prior authorization rules apply</p> |
| <p> Diabetes self-management training, diabetic services, and supplies</p> <p>For all people who have diabetes (insulin and non-insulin users). Covered services include:</p> <ul style="list-style-type: none"> • Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors. • For people with diabetes who have severe diabetic foot disease**: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the | <p>\$0 copayment for supplies to monitor your blood glucose levels.</p> <p>20% of the Medicare-approved amount for diabetic therapeutic shoes and inserts.</p> <p>\$0 copayment for diabetes self-management training.</p> <p>Blood glucose monitors, test strips, and control solutions are only available from one manufacturer (Abbott).</p> |

| Services that are covered for you | What you must pay when you get these services |
|--|--|
| <p> Diabetes self-management training, diabetic services, and supplies (continued) non-customized removable inserts provided with such shoes). Coverage includes fitting.</p> <ul style="list-style-type: none"> • Diabetes self-management training is covered under certain conditions. <p>**As defined by Medicare.</p> <p>Continuous glucose monitors and related supplies are considered durable medical equipment. Please see “Durable medical equipment (DME) and related supplies” later in this chart.</p> | <p>Lancets are available from any manufacturer. (Please contact Member Services for more information).</p> <p>Prior authorization rules apply to diabetes self-management training, therapeutic shoes, and inserts.</p> |
| <p>Durable medical equipment (DME) and related supplies</p> <p>(For a definition of durable medical equipment, see Chapter 12 as well as Chapter 3, Section 7 of this document.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies (such as continuous glucose monitors), hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p>We cover all medically necessary DME covered by Original Medicare. If our supplier in your area does not carry a particular brand or manufacturer, you may ask them if they can special order it for you. The most recent list of suppliers is available on our website at www.scanhealthplan.com.</p> <p>DME supplies are limited to equipment and devices which do not duplicate the function of another piece of equipment or device covered by SCAN Strive and are appropriate for use in</p> | <p>20% of the Medicare-approved amount.</p> <p>Your cost-sharing for Medicare oxygen equipment coverage is 20%, every month.</p> <p>Your cost-sharing will not change after being enrolled for 36 months in SCAN Strive.</p> <p>Cost-sharing applies to each individual item and is based upon the cost of the item regardless of whether it is purchased or rented.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
|--|--|
| <p>Durable medical equipment (DME) and related supplies (continued)</p> <p>the home. Coverage does not include items to be used outside of the home, such as oxygen, ramps, portable nebulizers, and other equipment.</p> <p>Repairs and replacements of DME are covered due to breakage, wear, or a significant change in your physical condition. Repairs and/or replacements will be made when medically necessary and covered by Medicare.</p> <p>For information on medication used with DME, please see “Medicare Part B prescription drugs” section in this chart.</p> | |
| <p>Emergency care</p> <p>Emergency care refers to services that are:</p> <ul style="list-style-type: none"> • Furnished by a provider qualified to furnish emergency services, and • Needed to evaluate or stabilize an emergency medical condition. <p>A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.</p> <p>Cost-sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network.</p> <p>If you require monitoring or a period of recovery after your emergency care, you may be placed in “observation” status. This may require you to stay at the facility for several hours or overnight if needed. In this event, you will only pay your emergency care copayment while under observation.</p> | <p>20% of the Medicare-approved amount (up to \$100 maximum) for each visit.</p> <p>If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must have your inpatient care at the out-of-network hospital authorized by the plan and your cost is the cost-sharing you would pay at a network hospital.</p> <p>If your condition allows you to return to a network hospital, care will be arranged as medically necessary (including transfer).</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Emergency care – Worldwide coverage*</p> <p>Worldwide emergency and urgently needed care is covered for services to evaluate or stabilize an emergency medical condition when outside of the United States.</p> <p>Worldwide coverage for emergency services:</p> <ul style="list-style-type: none"> • This includes emergency or urgently needed care and emergency ambulance transportation from the scene of an emergency to the nearest medical treatment facility. • Transportation back to the U.S. from another country is <u>not</u> covered. • Pre-scheduled, pre-planned, and/or elective procedures are <u>not</u> considered emergency/urgently needed care and are not covered. • Follow-up care including after-care, rehabilitation, and skilled nursing facility stay is not considered emergency or urgently needed care and is <u>not</u> covered. <p>Non-emergency medications obtained outside the United States are <u>not</u> covered.</p> <p>See Chapter 3, Section 3.1 for more information on emergency care outside of the U.S.</p> <p>See “Services we do not cover (exclusions)” section later in this chapter for more information.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>20% of the Medicare-approved amount for worldwide emergency services.</p> <p>Please see Chapter 3, Sections 3.1-3.2 and Chapter 7, Section 1.1 for expense reimbursement information for worldwide services.</p> |
| <p>Health club membership*</p> <p>SCAN Strive provides a membership at participating fitness facilities. You can select a fitness club or fitness studio from SCAN Strive’s network of contracted facilities.</p> <p>Digital on-line fitness classes as well as an at-home fitness kit is also available for members who do not reside near a participating club or studio or prefer to exercise at home. You may order one fitness kit per year.</p> <p>Please call Member Services for more information.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for membership at participating fitness clubs and studios.</p> <p>Membership includes standard fitness facility services. Any services that typically require an additional fee are not included.</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>HEALTHtech*</p> <p>A technology support line to provide education and training on how to use your computer, tablet or smartphone to access health care and health care related information.</p> <p>Areas where HEALTHtech can help you:</p> <ul style="list-style-type: none"> • Skype/Zoom/FaceTime training for physician visits • Telehealth visit overview, setup on personal equipment (phone, tablet, or computer) • Prescription delivery setup • Email account creation/setup for health care communication • Your medical group’s online portal • SCAN Health Plan New Mexico Member Portal registration <p>HEALTHtech does not include support for purchasing equipment, home internet or computer hardware.</p> <p>To access technology support assistance please call 1-833-437-0555.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment per call</p> |
| <p>Hearing services (Medicare-covered)</p> <p>Diagnostic hearing and balance evaluations performed by your provider to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.</p> | <p>20% of the Medicare approved amount for each office visit.</p> <p>Prior authorization rules apply</p> |
| <p>Hearing services (Routine/Non-Medicare-covered)*</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • Routine hearing test/screening <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>Routine hearing test</p> <p>\$0 copayment (1 routine hearing exam every 12 months).</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p> HIV screening</p> <p>For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</p> <ul style="list-style-type: none"> • One screening exam every 12 months <p>For women who are pregnant, we cover:</p> <ul style="list-style-type: none"> • Up to three screening exams during a pregnancy | <p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.</p> <p>Prior authorization rules apply</p> |
| <p>Home-delivered meals*</p> <p>Please see the “Returning to Home” and “Solutions for Caregivers” benefits later in this chart.</p> | |
| <p>Home health agency care</p> <p>Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> • Part-time or intermittent skilled nursing and home health aide services (to be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week) • Physical therapy, occupational therapy, and speech therapy • Medical and social services • Medical equipment and supplies | <p>\$0 copayment</p> <p>Coinsurance payments will apply for Medicare-covered outpatient injectables and intravenous drugs administered in a home health setting. See “Medicare Part B Prescription Drugs” section in this chart.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Home infusion therapy</p> <p>Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• Professional services, including nursing services, furnished in accordance with the plan of care• Patient training and education not otherwise covered under the durable medical equipment benefit• Remote monitoring• Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier <p>The components needed to perform home infusion such as the infusion drug, equipment and supplies are covered under the DME benefit.</p> | <p>You pay the following per visit:</p> <p>Home infusion therapy professional services including training and education and monitoring services</p> <p>\$0 copayment</p> <p>Durable medical equipment</p> <p>Please refer to the “Durable medical equipment (DME) and related supplies” section in this chapter for the cost share amount.</p> <p>For cost-share on infusion drugs used with DME see ‘Medicare Part B prescription drugs’ section in this chapter.</p> <p>Prior authorization rules apply</p> |
| <p>Hospice care</p> <p>You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you’re terminally ill and have 6 months or less to live if your illness runs its normal course. You may receive care from any Medicare-certified hospice program. Your plan is obligated to help you find Medicare-certified hospice programs in the plan’s service area, including those the MA organization owns, controls, or has a financial interest in. Your hospice doctor can be a network provider or an out-of-network provider.</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Drugs for symptom control and pain relief | <p>When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and Part B services related to your terminal prognosis are paid for by Original Medicare, not SCAN Strive.</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Hospice care (continued)</p> <ul style="list-style-type: none">• Short-term respite care• Home care <p>When you are admitted to a hospice you have the right to remain in your plan; if you chose to remain in your plan you must continue to pay plan premiums.</p> <p><u>For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis:</u> Original Medicare (rather than our plan) will pay your hospice provider for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for. You will be billed Original Medicare cost-sharing.</p> <p><u>For services that are covered by Medicare Part A or B and are not related to your terminal prognosis:</u> If you need non-emergency, non-urgently needed services that are covered under Medicare Part A or B and that are not related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network and follow plan rules (such as if there is a requirement to obtain prior authorization).</p> <ul style="list-style-type: none">• If you obtain the covered services from a network provider and follow plan rules for obtaining service, you only pay the plan cost-sharing amount for in-network services• If you obtain the covered services from an out-of-network provider, you pay the cost-sharing under Fee-for-Service Medicare (Original Medicare) <p><u>For services that are covered by SCAN Strive but are not covered by Medicare Part A or B:</u> SCAN Strive will continue to cover plan-covered services that are not covered under Part A or B whether or not they are related to your terminal prognosis. You pay your plan cost-sharing amount for these services.</p> | |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Hospice care (continued)</p> <p><u>For drugs that may be covered by the plan’s Part D benefit: If these drugs are unrelated to your terminal hospice condition you pay cost-sharing. If they are related to your terminal hospice condition, then you pay Original Medicare cost-sharing.</u> Drugs are never covered by both hospice and our plan at the same time. For more information, please see Chapter 5, Section 9.4 (<i>What if you’re in Medicare-certified hospice</i>).</p> <p>Note: If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.</p> | |
| <p> Immunizations</p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none"> • Pneumonia vaccine • Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary • Hepatitis B vaccine if you are at high or intermediate risk of getting hepatitis B • COVID-19 vaccine • Other vaccines if you are at risk and they meet Medicare Part B coverage rules <p>We also cover some vaccines under our Part D prescription drug benefit.</p> | <p>There is no coinsurance, copayment, or deductible for the pneumonia, influenza, hepatitis B, and COVID-19 vaccines.</p> <p>Prior authorization rules apply</p> |
| <p>Included LGBTQ+ Health*</p> <p>Included LGBTQ+ Health provides trusted guidance and advocacy to meet the unique needs of the LGBTQ+ Community. Concierge care coordinators guide you through accessing affirming care, lifestyle support, peer groups, community resources and advocacy.</p> <p>To access Included LGBTQ+ Health, call 1-877-330-0889.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Inpatient hospital care</p> <p>Includes inpatient acute, inpatient rehabilitation, long-term care hospitals and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor’s order. The day before you are discharged is your last inpatient day.</p> <p>There is no limit to the number of medically necessary hospital days covered by the plan.</p> <p>Covered services include but are not limited to:</p> <ul style="list-style-type: none"> • Semi-private room (or a private room if medically necessary) • Meals including special diets • Regular nursing services • Costs of special care units (such as intensive care or coronary care units) • Drugs and medications • Lab tests • X-rays and other radiology services • Necessary surgical and medical supplies • Use of appliances, such as wheelchairs • Operating and recovery room costs • Physical, occupational, and speech language therapy • Inpatient substance abuse services (Also see “Inpatient mental health care” later in this chart.) • Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If SCAN Strive provides transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion. | <p>For each inpatient hospital stay (admission to discharge), you pay the following:</p> <p>\$1,600 deductible for each benefit period.</p> <p>Days 1-60: \$0 copayment for each benefit period.</p> <p>Days 61-90: \$400 copayment per day of each benefit period.</p> <p>Days 91 and beyond: \$800 copayment per each lifetime reserve day after day 90 for each benefit period (up to 60 days over your lifetime).</p> <p>Beyond lifetime reserve days: all costs.</p> <p>These are 2023 cost-sharing amounts and may change for 2024. SCAN Strive will provide updated rates as soon as they are released.</p> <p>A per admission deductible is applied once during the defined benefit period.</p> <p>Your inpatient benefits are based upon the date of admission. If you are</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Inpatient hospital care (continued)</p> <p>Prior authorization rules apply. Contact Member Services for details regarding the plan’s policy for transplant travel coverage.</p> <ul style="list-style-type: none"> • Blood - including storage and administration. Coverage of whole blood and packed red cells (as well as other components of blood) begins with the first pint of blood that you need. • Physician services <p>Note: To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an outpatient. If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called <i>Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!</i> This fact sheet is available on the Web at www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p> | <p>admitted to the hospital in 2024 and are not discharged until 2025, the 2024 copayments will apply until you are discharged from the hospital or transferred to a skilled nursing facility.</p> <p>Prior authorization rules apply</p> |
| <p>Inpatient services in a psychiatric hospital</p> <p>Covered services include mental health care services that require a hospital stay.</p> <p>You are covered for 90 days per benefit period.</p> <p>A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven’t received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.</p> <p>There is a 190-day lifetime limit for inpatient services in a freestanding psychiatric hospital. The 190-day limit does not apply to mental health services provided in a psychiatric unit of a general hospital.</p> | <p>For inpatient mental health stays, you pay per benefit period:</p> <p>\$1,600 deductible for each benefit period.</p> <p>Days 1-60: \$0 copayment for each benefit period.</p> <p>Days 61-90: \$400 copayment per day of each benefit period.</p> <p>Days 91 and beyond: \$800 copayment per each lifetime reserve day after day 90 for each benefit</p> |

| Services that are covered for you | What you must pay when you get these services |
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| Inpatient services in a psychiatric hospital (continued) | <p>period (up to 60 days over your lifetime).</p> <p>Beyond lifetime reserve days: all costs.</p> <p>These are 2023 cost-sharing amounts and may change for 2024. SCAN Strive will provide updated rates as soon as they are released.</p> <p>A per admission deductible is applied once during the defined benefit period.</p> <p>Your inpatient benefits are based upon the date of admission. If you are admitted to an inpatient mental health facility in 2024 and are not discharged until 2025, the 2024 copayments will apply until you have not received any inpatient care in an acute hospital, a skilled nursing facility, or an inpatient mental health facility for 60 days in a row.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay</p> <p>If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or the skilled nursing facility (SNF). Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> • Physician services • Diagnostic tests (like lab tests) • X-ray, radium, and isotope therapy including technician materials and services • Surgical dressings • Splints, casts and other devices used to reduce fractures and dislocations • Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices • Leg, arm, back, and neck braces; trusses, and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient's physical condition • Physical therapy, speech therapy, and occupational therapy | <p>You will pay the applicable cost-sharing for these services as though they were provided on an outpatient basis. Please refer to the applicable benefit section in this chart.</p> <p>Prior authorization rules apply</p> |
| <p> Medical nutrition therapy</p> <p>This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when referred by your doctor.</p> <p>We cover 3 hours of one-on-one counseling services during your first year that you receive medical nutrition therapy services under Medicare (this includes our plan, any other Medicare Advantage plan, or Original Medicare), and two hours each year after that. If your condition, treatment, or diagnosis changes, you may be able to receive more hours of treatment with a physician's referral. A physician must prescribe these services and renew their referral yearly if your treatment is needed into the next calendar year.</p> | <p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p> Medicare Diabetes Prevention Program (MDPP)</p> <p>MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.</p> <p>MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</p> | <p>There is no coinsurance, copayment, or deductible for the MDPP benefit.</p> <p>Prior authorization rules apply</p> |
| <p>Medicare Part B prescription drugs</p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none"> • Drugs that usually aren't self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services • Insulin furnished through an item of durable medical equipment (such as a medically necessary insulin pump) • Other drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan • Clotting factors you give yourself by injection if you have hemophilia • Immunosuppressive Drugs, if you were enrolled in Medicare Part A at the time of the organ transplant • Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug • Antigens • Certain oral anti-cancer drugs and anti-nausea drugs • Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen[®], Procrit[®], Epoetin Alfa, Aranesp[®], or Darbepoetin Alfa) | <p>You pay \$0 for Part B chemotherapy and other Part B drugs received at a pharmacy.</p> <p>You pay \$0-20% of the Medicare-approved amount for Part B chemotherapy and other Part B drugs received in any other setting.</p> <p>You pay \$0 of a Part B insulin received at a pharmacy and furnished through an item of durable medical equipment, such as a medically necessary insulin pump. Deductible does not apply.</p> <p>You pay no more than \$35 for a one-month</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Medicare Part B prescription drugs (continued)</p> <ul style="list-style-type: none"> Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases <p>We also cover some vaccines under our Part B and Part D prescription drug benefit.</p> <p>Chapter 5 explains the Part D prescription drug benefit, including rules you must follow to have prescriptions covered. What you pay for your Part D prescription drugs through our plan is explained in Chapter 6.</p> | <p>supply of a Part B insulin received in any other setting and furnished through an item of durable medical equipment, such as a medically necessary insulin pump. Deductible does not apply.</p> <p>Prior authorization rules apply</p> |
| <p>Nurse Advice Line*</p> <p>The Nurse Advice Line benefit allows you to seek advice from a nurse based on current symptoms, 24 hours a day, 7 days a week. Qualified nurses can help manage your symptoms and help you decide where and how to seek medical care.</p> <p>The Nurse Advice Line can be accessed either by telephone or using secure video capabilities from your computer or smart phone. To access the Nurse Advice Line, call 1-855-431-5537 or go to: included.scanhealthplan.com.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> |
| <p> Obesity screening and therapy to promote sustained weight loss</p> <p>If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.</p> | <p>There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Opioid treatment program services</p> <p>Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services:</p> <ul style="list-style-type: none"> • U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications. • Dispensing and administration of MAT medications (if applicable) • Substance use counseling • Individual and group therapy • Toxicology testing • Intake activities • Periodic assessments | <p>\$0 copayment per visit.</p> <p>Prior authorization rules apply</p> |
| <p>Outpatient diagnostic tests and therapeutic services and supplies</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> • X-rays • Radiation (radium and isotope) therapy including technician materials and supplies • Surgical supplies, such as dressings • Splints, casts, and other devices used to reduce fractures and dislocations • Laboratory tests • Blood - including storage and administration. Coverage of whole blood and packed red cells (as well as other components of blood) begins with the first pint of blood that you need. • Other outpatient diagnostic tests | <p>You pay the following per visit:</p> <p>Standard X-rays 20% of the Medicare-approved amount.</p> <p>Standard laboratory services \$0 copayment</p> <p>Standard diagnostic procedures and tests 20% of the Medicare-approved amount.</p> <p>Examples of non-radiological diagnostic services include, but are not limited to, EKG's, pulmonary function tests, sleep studies and treadmill stress tests.</p> |

| Services that are covered for you | What you must pay when you get these services |
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| Outpatient diagnostic tests and therapeutic services and supplies (continued) | Blood services 20% of the Medicare-approved amount. Medical supplies 20% of the Medicare-approved amount. Therapeutic radiological procedures (such as Radiation Therapy, Gamma Knife, and Cyber Knife procedures) 20% of the Medicare-approved amount. Diagnostic radiological procedures (specialized scans such as CT, SPECT, MRI, MRA, Myelogram, Cystogram, ultrasound, and diagnostic nuclear scans) 20% of the Medicare-approved amount. |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Outpatient hospital observation</p> <p>Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged.</p> <p>For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests.</p> <p>Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an outpatient. If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called <i>Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!</i> This fact sheet is available on the Web at www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p> | <p>There is no additional copay for observation services. However, you will be responsible for the emergency care or outpatient hospital facility copay if you visited one of these facilities prior to your observation stay.</p> <p>Please refer to the “Emergency Care” or “Outpatient Surgery, Including Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers” sections in this chart.</p> |
| <p>Outpatient hospital services</p> <p>We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery | <p>Emergency services Please refer to “Emergency Care” section in this chart.</p> <p>Observation services Please refer to “Emergency Care” or “Outpatient Surgery, Including Services</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Outpatient hospital services (continued)</p> <ul style="list-style-type: none"> • Laboratory and diagnostic tests billed by the hospital • X-rays and other radiology services billed by the hospital • Medical supplies such as splints and casts <ul style="list-style-type: none"> • Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it <ul style="list-style-type: none"> • Chemical dependency care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it | <p>Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers” sections in this chart.</p> <p>Outpatient surgery Please refer to “Outpatient Surgery, Including Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers” section in this chart.</p> <p>Laboratory and diagnostic tests, X-rays, radiological services, and medical supplies Please refer to “Outpatient Diagnostic Tests and Therapeutic Services and Supplies” section in this chart.</p> <p>Mental health care and partial hospitalization Please refer to “Outpatient Mental Health Care” and “Partial Hospitalization Services” sections in this chart.</p> <p>Chemical dependency care Please refer to “Outpatient Substance Abuse Services” section in this chart.</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Outpatient hospital services (continued)</p> <ul style="list-style-type: none">Certain drugs and biologicals that you can't give yourself <p>Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an outpatient. If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called <i>Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!</i> This fact sheet is available on the Web at www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p> | <p>Drugs and biologicals that you can't give yourself</p> <p>Please refer to "Medicare Part B Prescription Drugs" section in this chart.</p> <p>Prior authorization rules apply</p> |
| <p>Outpatient mental health care</p> <p>Covered services include:</p> <p>Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, licensed professional counselor (LPC), licensed marriage and family therapist (LMFT), nurse practitioner (NP), physician assistant (PA), or other Medicare-qualified mental health care professional as allowed under applicable state laws.</p> | <p>Psychiatrist visit</p> <p>\$0 copayment for each therapy visit in a group or individual setting.</p> <p>Non-Psychiatrist visit</p> <p>\$0 copayment for each therapy visit in a group or individual setting.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Outpatient rehabilitation services</p> <p>Covered services include: physical therapy, occupational therapy, and speech language therapy.</p> <p>Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).</p> | <p>Occupational therapy 20% of the Medicare-approved amount for each office or clinic visit.</p> <p>Physical and/or speech language therapy 20% of the Medicare-approved amount for each office or clinic visit.</p> <p>Prior authorization rules apply</p> |
| <p>Outpatient substance abuse services</p> <p>You are covered for services to treat chemical dependency in an outpatient setting (group or individual therapy).</p> | <p>\$0 copayment for each therapy visit in a group or individual setting.</p> <p>Prior authorization rules apply</p> |
| <p>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers</p> <p>You are covered for outpatient services performed in an ambulatory surgical center or an outpatient hospital facility.</p> <p>Note: If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an outpatient.</p> | <p>20% of the Medicare-approved amount.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers (continued)</p> <p>You may be responsible for additional cost-sharing for services received in an outpatient hospital setting which include, but are not limited to, Part B drugs and radiological tests. Please refer to the applicable benefit sections in this chart.</p> <p>If you require monitoring or a period of recovery after your care at an outpatient hospital, you may be placed in “observation” status. This may require you to stay at the facility for several hours or overnight if needed. In this event, you will pay your outpatient hospital copayment while under observation.</p> | |
| <p>Over-the-counter (OTC) products*</p> <p>You are covered up to \$100 per quarter (every 3 months) for eligible over-the-counter health products available through the SCAN OTC mail-order catalog.</p> <p>You can use this benefit to order non-prescription items such as aspirin, vitamins, cough and cold preparations, and other eligible products included in the OTC mail-order catalog. Items will be shipped directly to your home.</p> <p>This benefit becomes valid on the first day of each quarter: January, April, July, and October. You are covered for up to 2 shipments per quarter and any unused balance will rollover to the next quarter. Unused balances will not rollover to the next calendar year.</p> <p>Getting your items is easy. You can find the OTC catalog and ordering instructions on our website at otc.scanhealthplan.com. Place your order online or over the phone at 1-877-494-2892. Please allow 7-10 business days for delivery.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 per order</p> |



| Services that are covered for you | What you must pay when you get these services |
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| <p>Partial hospitalization services and Intensive outpatient services</p> <p>Partial hospitalization is a structured program of active psychiatric treatment provided as a hospital outpatient service or by a community mental health center, that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p> <p>Intensive outpatient service is a structured program of active behavioral (mental) health therapy treatment provided in a hospital outpatient department, a community mental health center, a Federally qualified health center, or a rural health clinic that is more intense than the care received in your doctor’s or therapist’s office but less intense than partial hospitalization.</p> <p>Partial hospitalization also includes chemical dependency treatment.</p> | <p>\$0 copayment for each partial hospitalization visit.</p> <p>Prior authorization rules apply</p> |
| <p>Personal Emergency Response System (PERS)*</p> <p>An electronic home unit or neck pendant available to members who meet specific criteria.</p> <p>Contact Member Services for more information (phone numbers are printed on the back cover of this document).</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> |
| <p>Physician/Practitioner services, including doctor’s office visits</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • Medically necessary medical care or surgery services furnished in a physician’s office, certified ambulatory surgical center, hospital outpatient department, or any other location • Consultation, diagnosis, and treatment by a specialist • Basic hearing and balance exams performed by your PCP, if your doctor orders it to see if you need medical treatment • Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member’s home | <p>Primary care visit \$0 copayment for each office visit.</p> <p>Specialist visit \$0 copayment for each office visit.</p> <p>Prior authorization rules apply</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Physician/Practitioner services, including doctor’s office visits (continued)</p> <ul style="list-style-type: none">• Telehealth services to diagnose, evaluate, or treat symptoms of a stroke, regardless of your location• Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location• Telehealth services for diagnosis, evaluation, and treatment of mental health disorders if:<ul style="list-style-type: none">◦ You have an in-person visit within 6 months prior to your first telehealth visit◦ You have an in-person visit every 12 months while receiving these telehealth services◦ Exceptions can be made to the above for certain circumstances• Telehealth services for mental health visits provided by Rural Health Clinics and Federally Qualified Health Centers• Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes if:<ul style="list-style-type: none">◦ You’re not a new patient and◦ The check-in isn’t related to an office visit in the past 7 days and◦ The check-in doesn’t lead to an office visit within 24 hours or the soonest available appointment• Evaluation of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours if:<ul style="list-style-type: none">◦ You’re not a new patient and◦ The evaluation isn’t related to an office visit in the past 7 days and◦ The evaluation doesn’t lead to an office visit within 24 hours or the soonest available appointment• Consultation your doctor has with other doctors by phone, internet, or electronic health record• Second opinion by another network provider prior to surgery (see “How to Obtain a Second Opinion” later in this chapter)• Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the | |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Physician/Practitioner services, including doctor’s office visits (continued)</p> <p>jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician)</p> <ul style="list-style-type: none"> • Allergy testing and treatment performed in a physician’s office (coverage includes allergy serum and injection services) <p>Members may receive a home visit in lieu of a physician office visit when medically necessary. Prior authorization rules apply.</p> <p>Coinsurance payments will apply for Medicare-covered outpatient injectables and intravenous drugs administered in a physician office setting. See “Medicare Part B Prescription Drugs” section in this chart.</p> | |
| <p>Podiatry services</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs) • Routine foot care for members with certain medical conditions affecting the lower limbs | <p>20% of the Medicare-approved amount for visits at a podiatry specialist in your medical group.</p> <p>Prior authorization rules apply</p> |
| <p> Prostate cancer screening exams</p> <p>For men age 50 and older, covered services include the following - once every 12 months:</p> <ul style="list-style-type: none"> • Digital rectal exam • Prostate Specific Antigen (PSA) test | <p>There is no coinsurance, copayment, or deductible for an annual PSA test or digital rectal exam.</p> <p>Prior authorization rules apply</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Prosthetic devices and related supplies</p> <p>Devices (other than dental) that replace all or part of a body part or function. These include but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see <i>Vision Care</i> later in this section for more detail.</p> <p>Outpatient medical/therapeutic supplies, appliances and devices include: Surgical dressings, and splints, casts; leg, arm, back, and neck braces and other devices used for reduction of fractures and dislocations.</p> <p>Repairs and replacements of prosthetics and orthotics are covered due to breakage, wear, or a significant change in your physical condition. Repairs and/or replacements will be made when medically necessary and covered under Original Medicare.</p> <p>Prosthetic devices implanted in an inpatient/outpatient setting are covered under the inpatient hospital/outpatient surgery benefit and no additional copayment will apply.</p> | <p>20% of the Medicare-approved amount.</p> <p>Prior authorization rules apply</p> |
| <p>Pulmonary rehabilitation services</p> <p>Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and a referral for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.</p> | <p>20% of the Medicare-approved amount for each pulmonary rehab visit.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Respite care*</p> <p>Members who have a debilitating health condition and have a full-time unpaid caregiver can access the SCAN respite care benefit. If you qualify SCAN will arrange for up to 40 hours of respite care to be delivered in the member's home where the primary care giving takes place.</p> <p>This service must be used in 4-hour increments.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for each visit.</p> <p>Prior authorization rules apply</p> |
| <p>Returning to Home*</p> <p>Returning to Home is a program to help you with support and personal care services immediately following a discharge from a hospital or skilled nursing facility.</p> <p>The program covers the following services:</p> <ul style="list-style-type: none">• Personal in-home care: Up to fifteen 4-hour in-home care visits (60 hours total per year) to help with activities of daily living such as bathing, dressing, laundry, bed linen changing, light housekeeping, care-giver relief, etc.• Telephonic care coordination: To aid in scheduling of follow-up care and arranging in-home support services as needed.• Home-delivered meals: Up to 4 weeks (84 meal maximum per year) of meals delivered to your home. <p>These services must be requested within 7 days of being discharged from the hospital or skilled nursing facility in order for the benefit to be authorized.</p> <p>This benefit can be in addition to, but not a replacement of Medicare-covered home health services.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment for each visit.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p> Screening and counseling to reduce alcohol misuse</p> <p>We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to four brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.</p> | <p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.</p> <p>Prior authorization rules apply</p> |
| <p> Screening for lung cancer with low dose computed tomography (LDCT)</p> <p>For qualified individuals, a LDCT is covered every 12 months.</p> <p>Eligible members are: people aged 50 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 20 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p><i>For LDCT lung cancer screenings after the initial LDCT screening:</i> the member must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision-making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.</p> | <p>There is no coinsurance, copayment, or deductible for the Medicare-covered counseling and shared decision-making visit or for the LDCT.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p> Screening for sexually transmitted infections (STIs) and counseling to prevent STIs</p> <p>We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to two individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.</p> | <p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.</p> <p>Prior authorization rules apply</p> |
| <p>Services to treat kidney disease</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their doctor, we cover up to six sessions of kidney disease education services per lifetime • Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3, or when your provider for this service is temporarily unavailable or inaccessible) • Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care) • Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments) • Home dialysis equipment and supplies | <p>Kidney disease education services</p> <p>20% of the Medicare-approved amount.</p> <p>Dialysis services</p> <p>20% coinsurance for each Medicare-covered dialysis treatment. This includes both professional (nephrologist dialysis clinic visits) and dialysis facility visits, and home dialysis.</p> <p>Dialysis received as a hospital inpatient will be covered under your hospital inpatient benefit.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Services to treat kidney disease (continued)</p> <ul style="list-style-type: none"> Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply) <p>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, <i>Medicare Part B prescription drugs</i>.</p> <p>Routine dialysis is not covered outside of the United States and its territories. See Chapter 3, Section 2.2 for rules regarding out-of-area dialysis services.</p> | |
| <p>Skilled nursing facility (SNF) care</p> <p>(For a definition of skilled nursing facility care, see Chapter 12 of this document. Skilled nursing facilities are sometimes called SNFs.)</p> <p>You are covered for 100 days per benefit period. No prior hospital stay is required. You must meet medical necessity criteria for daily skilled care and must get the care from, or under the supervision of, skilled nursing or therapy staff.</p> <p>A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.</p> <p>Covered services include but are not limited to:</p> <ul style="list-style-type: none"> Semiprivate room (or a private room if medically necessary) Meals, including special diets Skilled nursing services Physical therapy, occupational therapy, and speech therapy Drugs administered to you as part of your plan of care (this includes substances that are naturally present in the body, such as blood clotting factors.) | <p>For skilled nursing facility stays, you pay per benefit period:</p> <p>Days 1-20: \$0 copayment for each benefit period.</p> <p>Days 21-100: \$200 copayment per day of each benefit period.</p> <p>Days 101 and beyond: all costs</p> <p>These are 2023 cost-sharing amounts and may change for 2024. SCAN Strive will provide updated rates as soon as they are released.</p> <p>Your skilled nursing facility benefits are based upon the date of admission. If you are admitted to a skilled nursing facility in 2024 and are not discharged</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Skilled nursing facility (SNF) care (continued)</p> <ul style="list-style-type: none"> • Blood - including storage and administration. Coverage of whole blood and packed red cells (as well as other components of blood) begins with the first pint of blood that you need. • Medical and surgical supplies ordinarily provided by SNFs • Laboratory tests ordinarily provided by SNFs • X-rays and other radiology services ordinarily provided by SNFs • Use of appliances such as wheelchairs ordinarily provided by SNFs • Physician/Practitioner services <p>Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to pay in-network cost-sharing for a facility that isn't a network provider, if the facility accepts our plan's amounts for payment.</p> <ul style="list-style-type: none"> • A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care) • A SNF where your spouse or domestic partner is living at the time you leave the hospital | <p>until 2025, the 2024 copayments will apply until you have not received any inpatient care in an acute hospital, a SNF, or an inpatient mental health facility for 60 days in a row.</p> <p>Prior authorization rules apply</p> |
| <p> Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)</p> <p><u>If you use tobacco, but do not have signs or symptoms of tobacco-related disease:</u> We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.</p> <p><u>If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco:</u> We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period, however, you will pay the applicable cost-sharing. Each counseling attempt includes up to four face-to-face visits.</p> | <p>There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Solutions for Caregivers*</p> <p>Home-delivered meals</p> <p>SCAN Strive members can receive temporary delivery of meals to their home to support chronic condition management. Members must meet specific criteria and have one or more of the following conditions; cancer, ESRD, diabetes, cardiovascular disorders, congestive heart failure, dementia, Parkinson’s Disease, or for a condition that requires the member to remain at home for a period of time.</p> <p>The meal service must be requested by a plan provider or SCAN Strive case manager. Meal delivery is limited to four weeks in duration and is covered for a maximum of 84 meals every year. Contact Member Services for further details.</p> <p>Caregiver training</p> <p>SCAN understands the critical role caregivers play – and the challenges they face. A series of training classes is available for caregivers themselves or for the unpaid caregiver to a SCAN member.</p> <p>The series of training classes will provide information, skills training, and support for caregivers. The 4-week series is designed to fit into a busy schedule and is offered several times throughout the year.</p> <p>Contact Member Services for further details.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> <p>Prior authorization rules apply</p> |
| <p>Solutions for Togetherness*</p> <p>SCAN Learning Communities*</p> <p>Virtual and in-person health education classes and groups to maintain good mental and physical health. For additional information please call Member Services.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Special supplemental benefits for the chronically ill*</p> <p>Members who have certain chronic conditions and meet additional criteria may be eligible for routine transportation to non-medical destinations. The chronic conditions include cancer, cardiovascular disorders, chronic heart failure, dementia, diabetes, end-stage renal disease, and Parkinson's disease.</p> <p>Transportation is provided in a taxi or wheelchair van for trips to a grocery store, health club, or senior center. This benefit does not include gurney transportation.</p> <p>These non-medical rides will count towards your routine transportation benefit. You may use up to 24 of your 48 one-way rides for non-medical trips or you can use all 48 rides for trips to approved medical destinations.</p> <p>All transportation, including wheelchair transports, must meet plan criteria. Each one-way trip may not exceed 75 miles.</p> <p>If a ride is not canceled before the driver has been dispatched to get you, the ride will count and will be deducted from your annual ride limit.</p> <p>Transportation arrangements must be made at least 24 hours in advance (not including weekends) for a passenger vehicle and at least 48 hours in advance (not including weekends) for wheelchair service. Call the SCAN Transportation Department at 1-844-714-2218 to schedule a ride.</p> <p>See "Important information about the routine transportation benefit" at the end of this section for a detailed description of the transportation benefit.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>\$0 copayment</p> <p>You are covered for up to 24 one-way rides per year (75-mile limit each way) when using SCAN Strive-contracted transportation providers.</p> <p>These 24 non-medical one-way rides will count towards your routine transportation benefit of 48 medical one-way rides.</p> <p>Prior authorization rules apply</p> |


| Services that are covered for you | What you must pay when you get these services |
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| <p>Supervised exercise therapy (SET)</p> <p>SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment.</p> <p>Up to 36 sessions over a 12-week period are covered if the SET program requirements are met.</p> <p>The SET program must:</p> <ul style="list-style-type: none"> • Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication • Be conducted in a hospital outpatient setting or a physician’s office • Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD • Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques <p>SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed medically necessary by a health care provider.</p> | <p>20% of the Medicare-approved amount for each office visit.</p> <p>Prior authorization rules apply</p> |
| <p>Telehealth services*</p> <p>Urgent Care Telehealth</p> <p>This benefit allows you to conduct a visit with a licensed doctor in the comfort of your own home. This benefit is for non-life threatening conditions such as, but not limited to cough, flu, nausea, sore throat, fever, and allergies.</p> <p>Urgent care telehealth is available 24 hours a day, 7 days a week, 365 days a year.</p> <p>Urgent care telehealth visits with doctors can be conducted by secure video capabilities from your computer, tablet, or smart phone.</p> <p>Urgent care telehealth is not intended to replace your primary care doctor or specialist.</p> <p>When you call or log on for the first time, you will need to set up an account and register your information.</p> | <p>\$0 per virtual visit.</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Telehealth services* (continued)</p> <p>Behavioral Telehealth</p> <p>This benefit allows you to connect with licensed Psychologists, Master’s level therapists, or Psychiatrists via video visits 7 days a week by appointment. Flexible scheduling provides night and weekend access, and many times, same day appointments.</p> <p>Behavioral telehealth visits with practitioners can be conducted by secure video capabilities from your computer, tablet, or smart phone.</p> <p>Behavioral telehealth is not intended to replace your primary care doctor or specialist.</p> <p>To access behavioral telehealth, you will need to access through an app or through the SCAN website. When you call or log on for the first time, you will need to set up an account and register your information.</p> <p>For more information about this benefit, go to the SCAN Health Plan New Mexico website at www.scanhealthplan.com.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | |
| <p>Transportation (Routine)*</p> <p>Routine transportation is provided in a taxi or wheelchair van for non-emergent qualifying medical services. This does not include ambulance transport. See the “Ambulance Services” section earlier in this chart.</p> <p>All transportation, including wheelchair transports, must meet plan criteria.</p> <p>Each one-way trip may not exceed 75 miles.</p> <p>Rides must be cancelled if you no longer need the transportation.</p> <p>If a ride is not cancelled before the driver has been dispatched to get you, the ride will count and will be deducted from your annual ride limit.</p> <p>This benefit does not include rides to non-medical destinations such as grocery stores, health clubs, and senior centers.</p> | <p>\$0 copayment for each one-way ride.</p> <p>You are covered for up to 48 one-way rides per year (75-mile limit each way) when using SCAN Strive-contracted transportation providers and when being transported to SCAN Strive-covered providers and facilities.</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Transportation (Routine)* (continued)</p> <p>Transportation arrangements must be made at least 24 hours in advance (not including weekends) for a passenger vehicle and at least 48 hours in advance (not including weekends) for wheelchair service. Call the SCAN Transportation Department at 1-844-714-2218 to schedule a ride.</p> <p>See “Important information about the routine transportation benefit” at the end of this section for a detailed description of the routine transportation benefit.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | |
| <p>Urgently needed services</p> <p>Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care but, given your circumstances, it is not possible, or it is unreasonable, to obtain services from network providers. If it is unreasonable given your circumstances to immediately obtain the medical care from a network provider, then your plan will cover the urgently needed services from a provider out-of-network. Services must be immediately needed and medically necessary. Examples of urgently needed services that the plan must cover out of network occur if: You are temporarily outside the service area of the plan and require medically needed immediate services for an unforeseen condition but it is not a medical emergency; or it is unreasonable given your circumstances to immediately obtain the medical care from a network provider. Cost-sharing for necessary urgently needed services furnished out-of-network is the same as for such services furnished in-network.</p> <p>When you are in your plan’s service area, you must receive urgent care services from an in-network provider, when available.</p> <p>Coinsurance payments will apply for Medicare-covered outpatient injectables and intravenous drugs administered in an urgent care setting. See “Medicare Part B Prescription Drugs” section in this chart.</p> | <p>20% of the Medicare-approved amount for each visit.</p> |

| Services that are covered for you | What you must pay when you get these services |
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| <p>Urgently needed services – Worldwide coverage*</p> <p>Worldwide emergency and urgently needed care is covered for services to evaluate or stabilize an urgent or emergent medical condition when outside of the United States.</p> <p>Worldwide coverage for urgently needed services:</p> <ul style="list-style-type: none">• This includes emergency or urgently needed care and emergency ambulance transportation from the scene of an emergency to the nearest medical treatment facility.• Transportation back to the U.S. from another country is <u>not</u> covered.• Pre-scheduled, pre-planned, and/or elective procedures are <u>not</u> considered emergency/urgently needed care and are not covered.• Follow-up care including after-care, rehabilitation, and skilled nursing facility stay is not considered emergency or urgently needed care and is <u>not</u> covered. <p>Non-emergency medications obtained outside the United States are <u>not</u> covered.</p> <p>See Chapter 3, Section 3.2 for more information on urgently needed care when you are away from home or outside of the U.S.</p> <p>See “Services we do not cover (exclusions)” section later in this chapter for more information.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>20% of the Medicare-approved amount for each visit.</p> |

| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p> Vision care (Medicare-covered)</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration. Original Medicare doesn't cover routine eye exams (eye refractions) for eyeglasses/contacts• For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African Americans who are age 50 and older, and Hispanic Americans who are 65 or older• For people with diabetes, screening for diabetic retinopathy is covered once per year• One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens (If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.) <p>Medically necessary eye exams require a referral from a Plan Physician to a Plan Specialist to diagnose and treat diseases of the eye including glaucoma and cataracts.</p> <p>Intraocular lens</p> <p>You will pay your outpatient surgery copayment for cataract surgery. There is no charge for a standard intraocular lens (IOL). However, for an additional fee, you may request the insertion of a presbyopia-correcting IOL (e.g. Crystalens™, AcrySof RESTOR™, and ReZoom™) in place of a conventional IOL following cataract surgery. You will pay an additional fee for non-conventional IOLs recommended or directed by your physician. You are responsible for payment of that portion of the charge for the presbyopia-correcting IOL and associated services that exceed the charge for insertion of a conventional IOL following cataract surgery. You should discuss the extra cost with your ophthalmologist PRIOR to surgery so that you clearly understand the extent of your financial responsibility.</p> | <p>20% of the Medicare-approved amount for medically necessary eye exams and treatment.</p> <p>\$0 copayment for one glaucoma screening exam per 12-month period if you are at high risk for glaucoma.</p> <p>20% of the Medicare-approved amount for Medicare-covered eyewear after cataract surgery.</p> <p>Prior authorization rules apply</p> |

| Services that are covered for you | What you must pay when you get these services |
|---|--|
| <p>Vision care (Routine/Non-Medicare-covered)*</p> <p>In addition to medically necessary vision services covered under Original Medicare, SCAN Strive offers the following routine vision care services through the Eye Med Select optometry provider network.</p> <ul style="list-style-type: none"> • Routine eye exams, limited to one exam every 12 months. • Lenses (single vision, bifocal, or trifocal), standard frames, or eyeglasses (both lenses and frames). Limited to one pair every 12 months. <p>SCAN Strive offers a vision coverage amount to apply toward the cost of standard frames and lenses when purchased at a plan provider location. You must pay any remaining costs beyond this coverage.</p> <ul style="list-style-type: none"> • Contact lenses in lieu of eyeglasses, limited to one pair every 12 months. <p>SCAN Strive offers a coverage amount to apply toward the cost of contact lenses when purchased at a plan provider location. You must pay any remaining costs beyond this coverage, i.e., contact lens fitting, retinal imaging.</p> <p>There are no benefits for professional services or materials connected with replacement of lenses and frames furnished under this plan which are lost or broken, unless the item was otherwise due for replacement.</p> <p>See “Services we do not cover (exclusions)” section later in this chapter for additional eye wear limitations.</p> <p>*This benefit does not apply to your maximum out-of-pocket amount.</p> | <p>Routine eye exam</p> <p>\$0 copayment</p> <p>You do not need a referral for visits to contracted vision providers for routine eye exams (refractions).</p> <p>Routine glasses or contacts</p> <p>Eyewear materials are included within the eyewear allowance.</p> <p>Coverage up to \$300 for frames or contact lenses every 12 months.</p> <p>Contact lens coverage to include the cost of the exam, professional fees, and materials. You pay any remaining costs beyond what SCAN Strive will cover.</p> |
| <p> Welcome to Medicare preventive visit</p> <p>The plan covers the one-time Welcome to Medicare preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.</p> <p>Important: We cover the Welcome to Medicare preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor’s office know you would like to schedule your Welcome to Medicare preventive visit.</p> | <p>There is no coinsurance, copayment, or deductible for the Welcome to Medicare preventive visit.</p> |

Important information about the routine transportation benefit

SCAN Health Plan New Mexico's routine transportation service is a supplemental benefit and not covered by Original Medicare. The primary purpose of routine transportation is to provide non-emergency transportation to medically necessary services. Each one-way trip may not exceed 75 miles.

Important facts:

- There is no cost for routine transportation services under this benefit.
- Reservations must be made at least 24 hours in advance (not including weekends) for a passenger vehicle and at least 48 hours in advance (not including weekends) for wheelchair service.
- Curb-to-curb service: Driver will meet the passenger at the curb outside the home or other location for the ride. This service is what is normally provided unless a different type of service is requested.
- Door-to-door service: Driver will come to the door of the home or other location to provide limited assistance to the car. This service must be requested at least 72 hours in advance of the reservation (not including weekends). Medical criteria will apply.
- Standing Orders: Can be scheduled for recurring appointments that are the same time and destination every week.
- "Will-Call" rides can be arranged when going to appointments that may run longer than expected. Members can call the SCAN Transportation Department at 1-844-714-2218 when they are ready to be picked up rather than scheduling a specific return pick-up time. It may take up to an hour after you call for your driver to arrive.
- Shared rides: Drivers may have other passengers in the vehicle going to alternate destinations during your trip.
- An escort may accompany a SCAN Health Plan New Mexico member during the ride, but this service must be requested when the reservation is made. The escort must be 18 years of age or older.
- If the driver does not arrive in 10 minutes, you need to call SCAN Transportation at 1-844-714-2218 to dispatch another driver. A new pick-up time will be provided.
- Drivers are only allowed to take passengers to the original destination requested when the reservation is made.
- Private car service (Lyft or Uber) drivers may be used for routine transportation. If you do not want this form of transportation, you must indicate this when the reservation is made.
- Rides must be canceled if the ride is no longer needed. If a ride is not canceled before the driver has been dispatched, the ride will be applied to and deducted from the member's annual ride limit.

What is NOT covered (exclusions):

- Rides to destinations that are beyond the 75-mile one-way limit.
- Rides that exceed your annual SCAN Health Plan New Mexico plan ride limit.
- Rides to providers and medical facilities that are not contracted by SCAN Health Plan New Mexico, such as Veterans Affairs (VA) facilities.
- Specialized equipment or vehicles used to transport members beyond what SCAN Health Plan New Mexico’s contracted providers can provide.
- Door-to-door service in buildings without an operational elevator.
- Assistance “through” the door or inside of the member’s home.
- Reimbursement for transportation arranged by the member is not provided. All transportation must be provided by SCAN-contracted vendors.

SECTION 3 What services are not covered by the plan?

Section 3.1 Services we do *not* cover (exclusions)

This section tells you what services are excluded from Medicare coverage and therefore, are not covered by this plan.

The chart below lists services and items that either are not covered under any condition or are covered only under specific conditions.

If you get services that are excluded (not covered), you must pay for them yourself except under the specific conditions listed below. Even if you receive the excluded services at an emergency facility, the excluded services are still not covered, and our plan will not pay for them. The only exception is if the service is appealed and decided upon appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 9, Section 5.3 in this document.)

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|---|--|---|
| Any service or material provided by another vision or medical plan or non-contracted provider | Not covered under any condition | |
| Biofeedback | | Unless it is medically necessary according to Medicare guidelines and authorized by your plan |

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|---|--|---|
| | | physician or plan medical director (or designee) or SCAN Health Plan New Mexico. |
| Complementary Alternative Medicine (CAM) and/or nonconventional medicine. Examples include, but are not limited to homeopathy, yoga, polarity, healing touch therapies, and bioelectromagnetics | | Unless it is medically necessary according to Medicare guidelines and authorized by your plan physician or plan medical director (or designee) or SCAN Health Plan New Mexico. |
| Cosmetic surgery or procedures | | <ul style="list-style-type: none"> • Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member. • Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance. |
| Custodial care Custodial care is personal care that does not require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing. | Not covered under any condition | |
| Dental splints, dental prosthesis, or any dental treatment for the teeth, gums, or jaw or dental treatment related to temporomandibular joint syndrome (TMJ) | Not covered under any condition | |

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|---|--|--|
| Durable Medical Equipment items that do not primarily serve a medical purpose and which are not reasonable and necessary to treat an illness or injury. (See Section 2.1 “Durable Medical Equipment (DME) and Related Supplies” in this chapter.) | | Additional durable medical equipment is covered under Centennial Care (Medicaid) if you meet the state nursing facility level of care criteria. |
| <p>Experimental medical and surgical procedures, equipment, and medications.</p> <p>Experimental procedures and items are those items and procedures determined by Original Medicare to not be generally accepted by the medical community.</p> | | <ul style="list-style-type: none"> • May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan. <p>(See Chapter 3, Section 5 for more information on clinical research studies.)</p> |
| Fees charged for care by your immediate relatives or members of your household. | Not covered under any condition | |
| Foreseen services received out of area | | Except dialysis within the United States. |
| Full-time nursing care in your home. | Not covered under any condition | |
| Hearing aids, or exams to fit hearing aids. | Not covered under any condition | |
| Immunizations not covered by Medicare. (See “Immunizations” in this chapter.) | Not covered under any condition | |
| Items purchased by the member either online or at a retail location without prior authorization. | Not covered under any condition | |
| Knee scooters | Not covered under any condition | |

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|--|--|--|
| Maintenance therapy | | Unless it is medically necessary according to Medicare guidelines and authorized by your plan physician or plan medical director (or designee) or SCAN Health Plan New Mexico. |
| Medical and hospital services of a transplant donor when the recipient of an organ transplant is not a SCAN Health Plan New Mexico member | Not covered under any condition | |
| Medical marijuana | Not covered under any condition | |
| Naturopath services (uses natural or alternative treatments). | Not covered under any condition | |
| Non-emergency transportation by ambulance | | Unless it is medically necessary according to Medicare guidelines and authorized by your plan physician or plan medical director (or designee) or SCAN Health Plan New Mexico. |
| Non-Medicare-covered organ transplants | Not covered under any condition | |
| Nutritional supplements or formulas that are administered orally | | Unless it is authorized by your plan physician or plan medical director (or designee) or SCAN Health Plan New Mexico. |
| Optional or additional accessories to Durable Medical Equipment, corrective appliances, or prosthetics that are primarily for the comfort or convenience of the member or for use primarily in the community, including home remodeling and vehicle modification | Not covered under any condition | |

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|--|--|--|
| Orthopedic shoes or supportive devices for the feet | | <ul style="list-style-type: none"> Shoes that are part of a leg brace and are included in the cost of the brace. Orthopedic or therapeutic shoes for people with diabetic foot disease. |
| Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television. | Not covered under any condition | |
| Previously scheduled or planned services and treatments for any known condition and/or elective procedures received while out of the service area. | Not covered under any condition | |
| Private room in a hospital. | | <ul style="list-style-type: none"> Covered only when medically necessary. |
| Radial keratotomy, LASIK surgery, and other low vision aids. | Not covered under any condition | |
| Residential treatment services for substance abuse | Not covered under any condition | |
| Reversal of sterilization procedures and or non-prescription contraceptive supplies. | Not covered under any condition | |
| Routine care or elective medical services from non-plan providers without a SCAN Health Plan New Mexico-approved referral or prior authorization | Not covered under any condition | |
| Routine foot care | | <ul style="list-style-type: none"> Some limited coverage provided according to Medicare guidelines (e.g., if you have diabetes). |

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|--|--|---|
| Services considered not reasonable and necessary, according to Original Medicare standards | Not covered under any condition | |
| Services for conditions covered by workers' compensation | Not covered under any condition | |
| Services provided in a local, state, or federal government facility | | Except when payment under the plan is expressly required by federal or state law or is in accordance with Medicare guidelines |
| Services provided in Veterans Affairs (VA) facilities | | Emergency room services are covered if medically necessary. (See Emergency Care earlier in this chapter.) |
| Services received outside of your network if you traveled to such location with the express purpose of obtaining medical services, supplies, and/or drugs, without prior authorization | Not covered under any condition | |
| Services received outside the service area that were previously authorized to be provided in-network (including but not limited to oxygen, routine blood tests, chemotherapy, and/or nonemergency surgery) | Not covered under any condition | |
| Services rendered in excess of visit limits or benefits maximums | Not covered under any condition | |
| Supportive devices for the feet | | Orthopedic or therapeutic shoes for people with diabetic foot disease. |
| Surgical treatment for morbid obesity | | Unless it is medically necessary according to Medicare guidelines and authorized by your plan |

| Services not covered by Medicare | Not covered under any condition | Covered only under specific conditions |
|--|--|--|
| | | physician or plan medical director (or designee) or SCAN Health Plan New Mexico. |
| Treatment for conditions resulting from acts of war (declared or not), or an act of war that occurs after the effective date of your current coverage for hospital insurance benefits or supplementary medical insurance benefits | Not covered under any condition | |
| Vision services and/or materials that are primarily for cosmetic purposes including but not limited to, blended (no-line) bifocal or trifocal lenses, photochromic lenses, tinted lenses, progressive or multifocal lenses, the coating or laminating of the lens or lenses, UV (ultraviolet) lenses, polycarbonate/high index lenses, anti-reflective coating, scratch resistant coating, edge polish and other cosmetic processes, nonstandard or elective contact lenses and plano lenses (nonprescription) | Not covered under any condition | |
| Wigs (any type and their care) | Not covered under any condition | |

SECTION 4 Addenda

Plan Limitations

The following items, procedures, benefits, services, drugs, supplies, and equipment are limited under the SCAN Strive plan:

- Covered Services are available only through plan providers in the network you select (unless such care is rendered as emergency services, urgently needed services, or out-of-area renal dialysis services when you are temporarily outside the service area,

worldwide emergency services, or is prior authorized). Previously authorized or planned services to be provided in-network (such as but not limited to oxygen, routine blood tests, chemotherapy, and/or non-emergency surgery) are not covered outside the service area.

- Covered services provided by non-plan providers are limited to unforeseen urgently-needed services or dialysis services when you are temporarily outside the service area, emergency services and authorized post-stabilization care anywhere in the world, and services for which you have obtained prior authorization. In unusual and extraordinary circumstances, urgently needed services are also covered within the service area when SCAN Strive providers are temporarily unavailable or inaccessible. In these circumstances, covered services should be provided by physicians and other practitioners affiliated with Medicare.
- If you seek routine care or elective medical services from non-plan providers without a SCAN Strive-approved referral, neither SCAN Strive, Original Medicare, nor most Medicare supplemental insurance policies (e.g., Medigap) will pay for your care and you will be required to pay for the full cost of such services.
- SCAN Strive covers all medical services that are medically necessary, are covered under Medicare, and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by our plan, either because they are not plan covered services, or they were obtained out-of-network where not authorized.
- Plan providers may discuss alternative therapy that may not be covered by Medicare or SCAN Strive. Not all alternative therapies discussed may be medically necessary. All treatment requires a prior authorization. Please call Member Services at the phone number listed in Chapter 2.
- Members are fully responsible for all applicable cost-sharing as listed in Chapter 4. Cost-sharing is nonnegotiable.

How to obtain a second opinion?

You have the right to request a second medical opinion about your care from your PCP or specialist if you disagree with the opinion of your physician or you wish for confirmation of a diagnosis, medical necessity or the appropriateness of a medical treatment or procedure. If you wish to request a second medical opinion, simply contact your PCP. Please note that prior authorization for a second opinion must be obtained through your PCP before a second medical opinion can be approved.

The Medical Group will review your request and authorize or deny the second opinion. If your request for a second opinion is approved, your PCP will refer you to a qualified provider within your contracted medical group or IPA. If your condition poses an imminent and serious threat to your health, then the second opinion will be authorized or denied within 72 hours after the contracted provider or SCAN Strive receives the request.

If the Medical Group denies your request for a second medical opinion, you have the right to file an appeal with SCAN Strive. If you have any questions, contact Member Services Department. (Please refer to the appeal and grievance procedures in Chapter 9 for

information about your right to file an appeal.) A second opinion is not a treatment plan. Any treatment subsequent to a second opinion must be authorized by your Medical Group.

You can request a copy of the time lines for responding to requests for a second opinion from SCAN Strive by calling Member Services (phone numbers are printed on the back cover of this document).

CHAPTER 5:

*Using the plan's coverage for
Part D prescription drugs*

SECTION 1 Introduction

This chapter **explains rules for using your coverage for Part D drugs**. Please see Chapter 4 for Medicare Part B drug benefits and hospice drug benefits.

Section 1.1 Basic rules for the plan's Part D drug coverage

The plan will generally cover your drugs as long as you follow these basic rules:

- You must have a provider (a doctor, dentist, or other prescriber) write you a prescription which must be valid under applicable state law.
 - Your prescriber must not be on Medicare's Exclusion or Preclusion Lists.
 - You generally must use a network pharmacy to fill your prescription. (See Section 2, *Fill your prescriptions at a network pharmacy or through the plan's mail-order service*).
 - Your drug must be on the plan's *List of Covered Drugs (Formulary)* (we call it the "Drug List" for short). (See Section 3, *Your drugs need to be on the plan's "Drug List"*).
 - Your drug must be used for a medically accepted indication. A medically accepted indication is a use of the drug that is either approved by the Food and Drug Administration or supported by certain references. (See Section 3 for more information about a medically accepted indication.)
-

SECTION 2 Fill your prescription at a network pharmacy or through the plan's mail-order service

Section 2.1 Use a network pharmacy

In most cases, your prescriptions are covered *only* if they are filled at the plan's network pharmacies. (See Section 2.5 for information about when we would cover prescriptions filled at out-of-network pharmacies.)

A network pharmacy is a pharmacy that has a contract with the plan to provide your covered prescription drugs. The term covered drugs means all of the Part D prescription drugs that are on the plan's "Drug List."

Section 2.2 Network pharmacies

How do you find a network pharmacy in your area?

To find a network pharmacy, you can look in your *Provider & Pharmacy Directory*, visit our website (www.scanhealthplan.com), and/or call Member Services.

You may go to any of our network pharmacies.

What if the pharmacy you have been using leaves the network?

If the pharmacy you have been using leaves the plan's network, you will have to find a new pharmacy that is in the network. To find another pharmacy in your area, you can get help from Member Services or use the *Provider & Pharmacy Directory*. You can also find information on our website at www.scanhealthplan.com.

What if you need a specialized pharmacy?

Some prescriptions must be filled at a specialized pharmacy. Specialized pharmacies include:

- Pharmacies that supply drugs for home infusion therapy.
- Pharmacies that supply drugs for residents of a long-term care (LTC) facility. Usually, a LTC facility (such as a nursing home) has its own pharmacy. If you have any difficulty accessing your Part D benefits in an LTC facility, please contact Member Services.
- Pharmacies that serve the Indian Health Service / Tribal / Urban Indian Health Program (not available in Puerto Rico). Except in emergencies, only Native Americans or Alaska Natives have access to these pharmacies in our network.
- Pharmacies that dispense drugs that are restricted by the FDA to certain locations or that require special handling, provider coordination, or education on their use. (**Note:** This scenario should happen rarely.)

To locate a specialized pharmacy, look in your *Provider & Pharmacy Directory* or call Member Services.

Section 2.3 Using the plan's mail-order service

Our plan's mail-order service allows you to order **up to a 100-day supply**.

To get order forms and information about filling your prescriptions by mail please call Member Services (phone numbers are printed on the back cover of this document).

Usually, a mail-order pharmacy order will be delivered to you in no more than 14 days. If your prescription will take longer than 14 days to process, you may contact Member Services to obtain approval for a local pharmacy refill. Retail pharmacy copayments will apply.

New prescriptions the pharmacy receives directly from your doctor's office.

The pharmacy will automatically fill and deliver new prescriptions it receives from health care providers, without checking with you first, if either:

- You used mail-order services with this plan in the past, or
- You sign up for automatic delivery of all new prescriptions received directly from health care providers. You may request automatic delivery of all new prescriptions at any time by calling 1-866-553-4125, 24 hours a day, 7 days a week. TTY users call 711. If you have never used the mail-order services with this plan, the pharmacy will contact you to confirm your order before shipping when a health care provider submits your first prescription directly to the pharmacy. Please make sure

to let the pharmacy know the best ways to contact you by calling 1-866-553-4125, 24 hours a day, 7 days a week. TTY users call 711.

If you receive a prescription automatically by mail that you do not want, and you were not contacted to see if you wanted it before it shipped, you may be eligible for a refund.

If you used mail-order in the past and do not want the pharmacy to automatically fill and ship each new prescription, please contact us by calling 1-866-553-4125, 24 hours a day, 7 days a week. TTY users call 711.

If you have never used our mail-order delivery and/or decide to stop automatic fills of new prescriptions, the pharmacy will contact you each time it gets a new prescription from a health care provider to see if you want the medication filled and shipped immediately. It is important that you respond each time you are contacted by the pharmacy, to let them know whether to ship, delay, or cancel the new prescription.

To opt out of automatic deliveries of new prescriptions received directly from your health care provider's office, please contact us by calling 1-866-553-4125, 24 hours a day, 7 days a week. TTY users call 711.

Refills on mail-order prescriptions. For refills of your drugs, you have the option to sign up for an automatic refill program. Under this program we will start to process your next refill automatically when our records show you should be close to running out of your drug. The pharmacy will contact you prior to shipping each refill to make sure you need more medication, and you can cancel scheduled refills if you have enough of your medication or if your medication has changed.

If you choose not to use our auto-refill program but still want the mail-order pharmacy to send you your prescription, please contact your pharmacy 14 days before your current prescription will run out. This will ensure your order is shipped to you in time.

To opt out of our program that automatically prepares mail-order refills, please contact us by calling 1-866-553-4125, 24 hours a day, 7 days a week. TTY users call 711.

If you receive a refill automatically by mail that you do not want, you may be eligible for a refund.

Section 2.4 How can you get a long-term supply of drugs?

The plan offers two ways to get a long-term supply (also called an extended supply) of maintenance drugs on our plan's "Drug List." (Maintenance drugs are drugs that you take on a regular basis, for a chronic or long-term medical condition.)

1. Some retail pharmacies in our network allow you to get a long-term supply of maintenance drugs. Your *Provider & Pharmacy Directory* tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Member Services for more information.

2. You may also receive maintenance drugs through our mail-order program. Please see Section 2.3 for more information.

Section 2.5 When can you use a pharmacy that is not in the plan's network?

Your prescription may be covered in certain situations

Generally, we cover drugs filled at an out-of-network pharmacy *only* when you are not able to use a network pharmacy. To help you, we have network pharmacies outside of our service area where you can get your prescriptions filled as a member of our plan. **Please check first with Member Services** to see if there is a network pharmacy nearby. You will most likely be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost that we would cover at an in-network pharmacy.

Here are the circumstances when we would cover prescriptions filled at an out-of-network pharmacy:

- If you are unable to get a covered drug in a timely manner within our service area because there are no network pharmacies within a reasonable driving distance that provide 24-hour service.
- If you are trying to fill a covered prescription drug that is not regularly stocked at an eligible network retail or mail-order pharmacy.
- If you are traveling within the US, but outside of the plan's service area, and you become ill or run out of your prescription drugs, we will cover prescriptions that are filled at an out-of-network pharmacy if you follow all other coverage rules identified within this document and the formulary and if a network pharmacy is not available.
- The out-of-network fills will be evaluated on a case-by-case basis.

How do you ask for reimbursement from the plan?

If you must use an out-of-network pharmacy, you will generally have to pay the full cost (rather than your normal cost share) at the time you fill your prescription. You can ask us to reimburse you for our share of the cost. (Chapter 7, Section 2 explains how to ask the plan to pay you back.)

SECTION 3 Your drugs need to be on the plan's "Drug List"

Section 3.1 The "Drug List" tells which Part D drugs are covered

The plan has a *List of Covered Drugs (Formulary)*. In this *Evidence of Coverage*, we call it the "Drug List" for short.

The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list meets Medicare's requirements and has been approved by Medicare.

The drugs on the "Drug List" are only those covered under Medicare Part D.

We will generally cover a drug on the plan's "Drug List" as long as you follow the other coverage rules explained in this chapter and the use of the drug is a medically accepted indication. A medically accepted indication is a use of the drug that is *either*:

- Approved by the Food and Drug Administration for the diagnosis or condition for which it is being prescribed.
- -- *or* -- Supported by certain references, such as the American Hospital Formulary Service Drug Information and the DRUGDEX Information System.

The "Drug List" includes brand name drugs, generic drugs, and biosimilars.

A brand name drug is a prescription drug that is sold under a trademarked name owned by the drug manufacturer. Brand name drugs that are more complex than typical drugs (for example, drugs that are based on a protein) are called biological products. On the "Drug List," when we refer to drugs, this could mean a drug or a biological product.

A generic drug is a prescription drug that has the same active ingredients as the brand name drug. Since biological products are more complex than typical drugs, instead of having a generic form, they have alternatives that are called biosimilars. Generally, generics and biosimilars work just as well as the brand name drug or biological product and usually cost less. There are generic drug substitutes available for many brand name drugs. There are biosimilar alternatives for some biological products.

What is *not* on the "Drug List?"

The plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs (for more information about this, see Section 7.1 in this chapter).
- In other cases, we have decided not to include a particular drug on the "Drug List." In some cases, you may be able to obtain a drug that is not on the "Drug List." For more information, please see Chapter 9.

Section 3.2 How can you find out if a specific drug is on the "Drug List?"

You have five ways to find out:

1. Check the most recent "Drug List" we provided electronically.
2. Visit the plan's website (www.scanhealthplan.com). The "Drug List" on the website is always the most current.
3. Call Member Services to find out if a particular drug is on the plan's "Drug List" or to ask for a copy of the list.
4. Use the plan's "Real-Time Benefit Tool" (www.scanhealthplan.com or by calling Member Services). With this tool you can search for drugs on the "Drug List" to see an estimate of what you will pay and if there are alternative drugs on the "Drug List" that could treat the same condition.

5. Email MemberServices@scanhealthplan.com and ask for a copy of the "Drug List."

SECTION 4 There are restrictions on coverage for some drugs

Section 4.1 Why do some drugs have restrictions?

For certain prescription drugs, special rules restrict how and when the plan covers them. A team of doctors and pharmacists developed these rules to encourage you and your provider to use drugs in the most effective ways. To find out if any of these restrictions apply to a drug you take or want to take, check the "Drug List."

If a safe, lower-cost drug will work just as well medically as a higher-cost drug, the plan's rules are designed to encourage you and your provider to use that lower-cost option.

Please note that sometimes a drug may appear more than once on our "Drug List." This is because the same drugs can differ based on the strength, amount, or form of the drug prescribed by your health care provider, and different restrictions or cost-sharing may apply to the different versions of the drug (for instance, 10 mg versus 100 mg; one per day versus two per day; tablet versus liquid).

Section 4.2 What kinds of restrictions?

The sections below tell you more about the types of restrictions we use for certain drugs.

If there is a restriction for your drug, it usually means that you or your provider will have to take extra steps in order for us to cover the drug. Contact Member Services to learn what you or your provider would need to do to get coverage for the drug. If you want us to waive the restriction for you, you will need to use the coverage decision process and ask us to make an exception. We may or may not agree to waive the restriction for you. (See Chapter 9)

Restricting brand name drugs or original biological products when a generic or interchangeable biosimilar version is available

Generally, a **generic** drug or interchangeable biosimilar works the same as a brand name drug or original biological product and usually costs less. **When a generic or interchangeable biosimilar version of a brand name drug or original biological product is available, our network pharmacies will provide you the generic or interchangeable biosimilar version instead of the brand name drug or original biological product.** However, if your provider has told us the medical reason that neither the generic drug, interchangeable biosimilar, nor other covered drugs that treat the same condition will work for you, then we will cover the brand name drug or original biological product. (Your share of the cost may be greater for the brand name drug or original biological product than for the generic drug or interchangeable biosimilar.)

Getting plan approval in advance

For certain drugs, you or your provider need to get approval from the plan before we will agree to cover the drug for you. This is called **prior authorization**. This is put in place to ensure medication safety and help guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by the plan.

Quantity limits

For certain drugs, we limit how much of a drug you can get each time you fill your prescription. For example, if it is normally considered safe to take only one pill per day for a certain drug, we may limit coverage for your prescription to no more than one pill per day.

SECTION 5 What if one of your drugs is not covered in the way you'd like it to be covered?

Section 5.1 There are things you can do if your drug is not covered in the way you'd like it to be covered

There are situations where there is a prescription drug you are taking, or one that you and your provider think you should be taking that is not on our formulary or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug, as explained in Section 4.
- There are things you can do if your drug is not covered in the way that you'd like it to be covered. If your drug is not on the "Drug List" or if your drug is restricted, go to Section 5.2 to learn what you can do.

Section 5.2 What can you do if your drug is not on the "Drug List" or if the drug is restricted in some way?

If your drug is not on the "Drug List" or is restricted, here are options:

- You may be able to get a temporary supply of the drug.
- You can change to another drug.
- You can request an exception and ask the plan to cover the drug or remove restrictions from the drug.

You may be able to get a temporary supply

Under certain circumstances, the plan must provide a temporary supply of a drug that you are already taking. This temporary supply gives you time to talk with your provider about the change in coverage and decide what to do.

To be eligible for a temporary supply, the drug you have been taking **must no longer be on the plan's "Drug List" OR is now restricted in some way.**

- **If you are a new member**, we will cover a temporary supply of your drug during the first **90 days** of your membership in the plan.
- **If you were in the plan last year**, we will cover a temporary supply of your drug during the first 90 days of the calendar year.
- This temporary supply will be for a maximum of a 30-day supply (for those members who aren't in a long-term care facility) or a 31-day supply (for those members who reside in a long-term care facility). If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of a 30-day supply (for those members who aren't in a long-term care facility) or a 31-day supply (for those members who reside in a long-term care facility) of medication. The prescription must be filled at a network pharmacy. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)

- **For those members who have been in the plan for more than 90 days and reside in a long-term care facility and need a supply right away:**

We will cover one 31-day emergency supply of a particular drug, or less if your prescription is written for fewer days. This is in addition to the above temporary supply.

- **For those members who are moving from a long-term care (LTC) facility or a hospital stay to home:**

We will cover a temporary supply of your drug for a maximum of a 30-day supply, or less if your prescription is written for fewer days.

- **For those members who are moving from home or a hospital stay to a long-term care (LTC) facility:**

We will cover a temporary supply of your drug for a maximum of a 31-day supply, or less if your prescription is written for fewer days.

For questions about a temporary supply, call Member Services.

During the time when you are using a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. You have two options:

1) You can change to another drug

Talk with your provider about whether there is a different drug covered by the plan that may work just as well for you. You can call Member Services to ask for a list of covered drugs that treat the same medical condition. This list can help your provider find a covered drug that might work for you.

2) You can ask for an exception

You and your provider can ask the plan to make an exception and cover the drug in the way you would like it covered. If your provider says that you have medical reasons that justify

asking us for an exception, your provider can help you request an exception. For example, you can ask the plan to cover a drug even though it is not on the plan's "Drug List." Or you can ask the plan to make an exception and cover the drug without restrictions.

If you and your provider want to ask for an exception, Chapter 9, Section 6.4 tells you what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

SECTION 6 What if your coverage changes for one of your drugs?

Section 6.1 The "Drug List" can change during the year

Most of the changes in drug coverage happen at the beginning of each year (January 1). However, during the year, the plan can make some changes to the "Drug List." For example, the plan might:

- **Add or remove drugs from the "Drug List."**
- **Add or remove a restriction on coverage for a drug.**
- **Replace a brand name drug with a generic version of the drug.**
- **Replace an original biological product with an interchangeable biosimilar version of the biological product.**

We must follow Medicare requirements before we change the plan's "Drug List."

Section 6.2 What happens if coverage changes for a drug you are taking?

Information on changes to drug coverage

When changes to the "Drug List" occur, we post information on our website about those changes. We also update our online "Drug List" on a regularly scheduled basis. Below we point out the times that you would get direct notice if changes are made to a drug that you are taking.

Changes to your drug coverage that affect you during the current plan year

- **A new generic drug replaces a brand name drug on the "Drug List" (or we change the cost-sharing tier or add new restrictions to the brand name drug or both)**
 - We may immediately remove a brand name drug on our "Drug List" if we are replacing it with a newly approved generic version of the same drug. The generic drug will appear on the same or lower cost-sharing tier and with the same or fewer restrictions. We may decide to keep the brand name drug on our "Drug List," but immediately move it to a higher cost-sharing tier or add new restrictions or both when the new generic is added.

- We may not tell you in advance before we make that change—even if you are currently taking the brand name drug. If you are taking the brand name drug at the time we make the change, we will provide you with information about the specific change(s). This will also include information on the steps you may take to request an exception to cover the brand name drug. You may not get this notice before we make the change.
- You or your prescriber can ask us to make an exception and continue to cover the brand name drug for you. For information on how to ask for an exception, see Chapter 9.
- **Unsafe drugs and other drugs on the “Drug List” that are withdrawn from the market**
 - Sometimes a drug may be deemed unsafe or taken off the market for another reason. If this happens, we may immediately remove the drug from the “Drug List.” If you are taking that drug, we will tell you right away.
 - Your prescriber will also know about this change and can work with you to find another drug for your condition.
- **Other changes to drugs on the “Drug List”**
 - We may make other changes once the year has started that affect drugs you are taking. For example, we might add a generic drug that is not new to the market to replace a brand name drug on the “Drug List” or change the cost-sharing tier or add new restrictions to the brand name drug or both. We also might make changes based on FDA boxed warnings or new clinical guidelines recognized by Medicare.
 - For these changes, we must give you at least 30 days’ advance notice of the change or give you notice of the change and a 30-day refill of the drug you are taking at a network pharmacy.
 - After you receive notice of the change, you should work with your prescriber to switch to a different drug that we cover or to satisfy any new restrictions on the drug you are taking.
 - You or your prescriber can ask us to make an exception and continue to cover the drug for you. For information on how to ask for an exception, see Chapter 9.

Changes to the “Drug List” that do not affect you during this plan year

We may make certain changes to the “Drug List” that are not described above. In these cases, the change will not apply to you if you are taking the drug when the change is made; however, these changes will likely affect you starting January 1 of the next plan year if you stay in the same plan.

In general, changes that will not affect you during the current plan year are:

- We put a new restriction on the use of your drug.
- We remove your drug from the “Drug List.”

If any of these changes happen for a drug you are taking (except for market withdrawal, a generic drug replacing a brand name drug, or other change noted in the sections above), then the change won't affect your use or what you pay as your share of the cost until January 1 of the next year. Until that date, you probably won't see any increase in your payments or any added restrictions to your use of the drug.

We will not tell you about these types of changes directly during the current plan year. You will need to check the "Drug List" for the next plan year (when the list is available during the open enrollment period) to see if there are any changes to the drugs you are taking that will impact you during the next plan year.

SECTION 7 What types of drugs are *not* covered by the plan?

Section 7.1 Types of drugs we do not cover

This section tells you what kinds of prescription drugs are excluded. This means Medicare does not pay for these drugs.

If you get drugs that are excluded, you must pay for them yourself. If you appeal and the requested drug is found not to be excluded under Part D, we will pay for or cover it. (For information about appealing a decision, go to Chapter 9.)

Here are four general rules about drugs that Medicare drug plans will not cover under Part D:

- Our plan's Part D drug coverage cannot cover a drug that would be covered under Medicare Part A or Part B.
- Our plan cannot cover a drug purchased outside the United States or its territories.
- Our plan usually cannot cover off-label use. **Off-label** use is any use of the drug other than those indicated on a drug's label as approved by the Food and Drug Administration.
- Coverage for off-label use is allowed only when the use is supported by certain references, such as the American Hospital Formulary Service Drug Information and the DRUGDEX Information System.

In addition, by law, the following categories of drugs are not covered by Medicare drug plans:

- Non-prescription drugs (also called over-the-counter drugs)
- Drugs used to promote fertility
- Drugs used for the relief of cough or cold symptoms
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Drugs used for the treatment of sexual or erectile dysfunction

- Drugs used for treatment of anorexia, weight loss, or weight gain
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale

If you are receiving “Extra Help” to pay for your prescriptions, the “Extra Help” program will not pay for the drugs not normally covered. However, if you have drug coverage through Medicaid, your state Medicaid program may cover some prescription drugs not normally covered in a Medicare drug plan. Please contact your state Medicaid program to determine what drug coverage may be available to you. (You can find phone numbers and contact information for Medicaid in Chapter 2, Section 6.)

SECTION 8 Filling a prescription

Section 8.1 Provide your membership information

To fill your prescription, provide your plan membership information, which can be found on your membership card, at the network pharmacy you choose. The network pharmacy will automatically bill the plan for *our* share of your drug cost. You will need to pay the pharmacy *your* share of the cost when you pick up your prescription.

Section 8.2 What if you don't have your membership information with you?

If you don't have your plan membership information with you when you fill your prescription, you or the pharmacy can call the plan to get the necessary information, or you can ask the pharmacy to look up your plan enrollment information.

If the pharmacy is not able to get the necessary information, **you may have to pay the full cost of the prescription when you pick it up.** (You can then **ask us to reimburse you** for our share. See Chapter 7, Section 2 for information about how to ask the plan for reimbursement.)

SECTION 9 Part D drug coverage in special situations

Section 9.1 What if you're in a hospital or a skilled nursing facility for a stay that is covered by the plan?

If you are admitted to a hospital or to a skilled nursing facility for a stay covered by the plan, we will generally cover the cost of your prescription drugs during your stay. Once you leave the hospital or skilled nursing facility, the plan will cover your prescription drugs as long as the drugs meet all of our rules for coverage described in this Chapter.

Section 9.2 What if you're a resident in a long-term care (LTC) facility?

Usually, a long-term care (LTC) facility (such as a nursing home) has its own pharmacy or uses a pharmacy that supplies drugs for all of its residents. If you are a resident of an LTC facility, you may get your prescription drugs through the facility's pharmacy or the one it uses, as long as it is part of our network.

Check your *Provider & Pharmacy Directory* to find out if your LTC facility's pharmacy or the one that it uses is part of our network. If it isn't, or if you need more information or assistance, please contact Member Services. If you are in an LTC facility, we must ensure that you are able to routinely receive your Part D benefits through our network of LTC pharmacies.

What if you're a resident in a long-term care (LTC) facility and need a drug that is not on our "Drug List" or is restricted in some way?

Please refer to Section 5.2 about a temporary or emergency supply.

Section 9.3 What if you're also getting drug coverage from an employer or retiree group plan?

If you currently have other prescription drug coverage through your (or your spouse or domestic partner's) employer or retiree group, please contact **that group's benefits administrator**. He or she can help you determine how your current prescription drug coverage will work with our plan.

In general, if you have employee or retiree group coverage, the drug coverage you get from us will be *secondary* to your group coverage. That means your group coverage would pay first.

Special note about creditable coverage:

Each year your employer or retiree group should send you a notice that tells if your prescription drug coverage for the next calendar year is creditable.

If the coverage from the group plan is creditable, it means that the plan has drug coverage that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage.

Keep this notice about creditable coverage because you may need it later. If you enroll in a Medicare plan that includes Part D drug coverage, you may need these notices to show that you have maintained creditable coverage. If you didn't get the creditable coverage notice, request a copy from your employer or retiree plan's benefits administrator or the employer or union.

Section 9.4 What if you're in Medicare-certified hospice?

Hospice and our plan do not cover the same drug at the same time. If you are enrolled in Medicare hospice and require certain drugs (e.g., anti-nausea drugs, laxatives, pain

medication or anti-anxiety drugs) that are not covered by your hospice because it is unrelated to your terminal illness and related conditions, our plan must receive notification from either the prescriber or your hospice provider that the drug is unrelated before our plan can cover the drug. To prevent delays in receiving these drugs that should be covered by our plan, ask your hospice provider or prescriber to provide notification before your prescription is filled.

In the event you either revoke your hospice election or are discharged from hospice, our plan should cover your drugs as explained in this document. To prevent any delays at a pharmacy when your Medicare hospice benefit ends, bring documentation to the pharmacy to verify your revocation or discharge.

SECTION 10 Programs on drug safety and managing medications

Section 10.1 Programs to help members use drugs safely

We conduct drug use reviews for our members to help make sure that they are getting safe and appropriate care.

We do a review each time you fill a prescription. We also review our records on a regular basis. During these reviews, we look for potential problems such as:

- Possible medication errors
- Drugs that may not be necessary because you are taking another drug to treat the same condition
- Drugs that may not be safe or appropriate because of your age or gender
- Certain combinations of drugs that could harm you if taken at the same time
- Prescriptions for drugs that have ingredients you are allergic to
- Possible errors in the amount (dosage) of a drug you are taking
- Unsafe amounts of opioid pain medications

If we see a possible problem in your use of medications, we will work with your provider to correct the problem.

Section 10.2 Drug Management Program (DMP) to help members safely use their opioid medications

We have a program that helps make sure members safely use prescription opioids and other frequently abused medications. This program is called a Drug Management Program (DMP). If you use opioid medications that you get from several doctors or pharmacies, or if you had a recent opioid overdose, we may talk to your doctors to make sure your use of opioid medications is appropriate and medically necessary. Working with your doctors, if we decide your use of prescription opioid or benzodiazepine medications may not be safe, we may limit how you can get those medications. If we place you in our DMP, the limitations may be:

- Requiring you to get all your prescriptions for opioid or benzodiazepine medications from a certain pharmacy(ies)
- Requiring you to get all your prescriptions for opioid or benzodiazepine medications from a certain doctor(s)
- Limiting the amount of opioid or benzodiazepine medications we will cover for you

If we plan on limiting how you may get these medications or how much you can get, we will send you a letter in advance. The letter will tell you if we will limit coverage of these drugs for you, or if you'll be required to get the prescriptions for these drugs only from a specific doctor or pharmacy. You will have an opportunity to tell us which doctors or pharmacies you prefer to use, and about any other information you think is important for us to know. After you've had the opportunity to respond, if we decide to limit your coverage for these medications, we will send you another letter confirming the limitation. If you think we made a mistake or you disagree with our decision or with the limitation, you and your prescriber have the right to appeal. If you appeal, we will review your case and give you a new decision. If we continue to deny any part of your request related to the limitations that apply to your access to medications, we will automatically send your case to an independent reviewer outside of our plan. See Chapter 9 for information about how to ask for an appeal.

You will not be placed in our DMP if you have certain medical conditions, such as active cancer-related pain or sickle cell disease, you are receiving hospice, palliative, or end-of-life care, or live in a long-term care facility.

Section 10.3 Medication Therapy Management (MTM) program to help members manage their medications

We have a program that can help our members with complex health needs. Our program is called a Medication Therapy Management (MTM) program. This program is voluntary and free. A team of pharmacists and doctors developed the program for us to help make sure that our members get the most benefit from the drugs they take.

Some members who take medications for different medical conditions and have high drug costs or are in a DMP to help members use their opioids safely, may be able to get services through an MTM program. If you qualify for the program, a pharmacist or other health professional will give you a comprehensive review of all your medications. During the review, you can talk about your medications, your costs, and any problems or questions you have about your prescription and over-the-counter medications. You'll get a written summary which has a recommended to-do list that includes steps you should take to get the best results from your medications. You'll also get a medication list that will include all the medications you're taking, how much you take, and when and why you take them. In addition, members in the MTM program will receive information on the safe disposal of prescription medications that are controlled substances.

It's a good idea to talk to your doctor about your recommended to-do list and medication list. Bring the summary with you to your visit or anytime you talk with your doctors, pharmacists,

and other health care providers. Also, keep your medication list up to date and with you (for example, with your ID) in case you go to the hospital or emergency room.

If we have a program that fits your needs, we will automatically enroll you in the program and send you information. If you decide not to participate, please notify us and we will withdraw you. If you have any questions about this program, please contact Member Services.

CHAPTER 6:

*What you pay for your
Part D prescription drugs*

Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this *Evidence of Coverage* about the costs for Part D prescription drugs may not apply to you.** We sent you a separate insert, called the *Evidence of Coverage Rider for People Who Get “Extra Help” Paying for Prescription Drugs* (also known as the Low-Income Subsidy Rider or the LIS Rider), which tells you about your drug coverage. If you don’t have this insert, please call Member Services, and ask for the LIS Rider.

SECTION 1 Introduction

Section 1.1 Use this chapter together with other materials that explain your drug coverage

This chapter focuses on what you pay for Part D prescription drugs. To keep things simple, we use “drug” in this chapter to mean a Part D prescription drug. As explained in Chapter 5, not all drugs are Part D drugs – some drugs are covered under Medicare Part A or Part B and other drugs are excluded from Medicare coverage by law.

To understand the payment information, you need to know what drugs are covered, where to fill your prescriptions, and what rules to follow when you get your covered drugs. Chapter 5, Sections 1 through 4 explain these rules. When you use the plan’s “Real-Time Benefit Tool” to look up drug coverage (see Chapter 5, Section 3.2), the cost shown is provided in “real time” meaning the cost you see in the tool reflects a moment in time to provide an estimate of the out-of-pocket costs you are expected to pay. You can also obtain information provided by the “Real-Time Benefit Tool” by calling Member Services.

Section 1.2 Types of out-of-pocket costs you may pay for covered drugs

There are different types of out-of-pocket costs for Part D drugs. The amount that you pay for a drug is called **cost-sharing** and there are three ways you may be asked to pay.

- **Deductible** is the amount you pay for drugs before our plan begins to pay its share.
 - **Copayment** is a fixed amount you pay each time you fill a prescription.
 - **Coinsurance** is a percentage of the total cost you pay each time you fill a prescription.
-

Section 1.3 How Medicare calculates your out-of-pocket costs

Medicare has rules about what counts and what does *not* count toward your out-of-pocket costs. Here are the rules we must follow to keep track of your out-of-pocket costs.

These payments are included in your out-of-pocket costs

Your out-of-pocket costs include the payments listed below (as long as they are for Part D covered drugs, and you followed the rules for drug coverage that are explained in Chapter 5):

- The amount you pay for drugs when you are in any of the following drug payment stages:
 - The Deductible Stage
 - The Initial Coverage Stage
 - The Coverage Gap Stage
- Any payments you made during this calendar year as a member of a different Medicare prescription drug plan before you joined our plan.

It matters who pays:

- If you make these payments **yourself**, they are included in your out-of-pocket costs.
- These payments are *also included* in your out-of-pocket costs if they are made on your behalf by **certain other individuals or organizations**. This includes payments for your drugs made by a friend or relative, by most charities, by AIDS drug assistance programs, by a State Pharmaceutical Assistance Program that is qualified by Medicare, or by the Indian Health Service. Payments made by Medicare's "Extra Help" Program are also included.
- Some payments made by the Medicare Coverage Gap Discount Program are included in your out-of-pocket costs. The amount the manufacturer pays for your brand name drugs is included. But the amount the plan pays for your generic drugs is not included.

Moving on to the Catastrophic Coverage Stage:

When you (or those paying on your behalf) have spent a total of \$8,000 in out-of-pocket costs within the calendar year, you will move from the Coverage Gap Stage to the Catastrophic Coverage Stage.

These payments are not included in your out-of-pocket costs

Your out-of-pocket costs **do not include** any of these types of payments:

- Your monthly premium.
- Drugs you buy outside the United States and its territories.
- Drugs that are not covered by our plan.

- Drugs you get at an out-of-network pharmacy that do not meet the plan's requirements for out-of-network coverage.
- Non-Part D drugs, including prescription drugs covered by Part A or Part B and other drugs excluded from coverage by Medicare.
- Payments you make toward prescription drugs not normally covered in a Medicare Prescription Drug Plan.
- Payments made by the plan for your brand or generic drugs while in the Coverage Gap.
- Payments for your drugs that are made by group health plans including employer health plans.
- Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and the Veterans Affairs.
- Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).

Reminder: If any other organization such as the ones listed above pays part or all of your out-of-pocket costs for drugs, you are required to tell our plan by calling Member Services.

How can you keep track of your out-of-pocket total?

- **We will help you.** The Part D Explanation of Benefits (EOB) report you receive includes the current amount of your out-of-pocket costs. When this amount reaches \$8,000, this report will tell you that you have left the Coverage Gap Stage and have moved on to the Catastrophic Coverage Stage.
- **Make sure we have the information we need.** Section 3.2 tells what you can do to help make sure that our records of what you have spent are complete and up to date.

SECTION 2 What you pay for a drug depends on which drug payment stage you are in when you get the drug

Section 2.1 What are the drug payment stages for SCAN Strive members?

There are four **drug payment stages** for your prescription drug coverage under SCAN Strive. How much you pay depends on what stage you are in when you get a prescription filled or refilled. Details of each stage are in Sections 4 through 7 of this chapter. The stages are:

Stage 1: Yearly Deductible Stage

Stage 2: Initial Coverage Stage

Stage 3: Coverage Gap Stage

Stage 4: Catastrophic Coverage Stage

If you receive “Extra Help,” you will pay \$0 for all Part D prescription drugs covered on our Drug List and filled at any of our network pharmacies. Medicare approved SCAN Strive to provide these benefits as part of the Value-Based Insurance Design (VBID) program. This program lets Medicare try new ways to improve Medicare Advantage plans.

SECTION 3 We send you reports that explain payments for your drugs and which payment stage you are in

Section 3.1 We send you a monthly summary called the *Part D Explanation of Benefits* (the Part D EOB)

Our plan keeps track of the costs of your prescription drugs and the payments you have made when you get your prescriptions filled or refilled at the pharmacy. This way, we can tell you when you have moved from one drug payment stage to the next. In particular, there are two types of costs we keep track of:

- We keep track of how much you have paid. This is called your **Out-of-Pocket Costs**.
- We keep track of your **Total Drug Costs**. This is the amount you pay out-of-pocket, or others pay on your behalf plus the amount paid by the plan.

If you have had one or more prescriptions filled through the plan during the previous month, we will send you a Part D EOB. The Part D EOB includes:

- **Information for that month.** This report gives the payment details about the prescriptions you have filled during the previous month. It shows the total drug costs, what the plan paid, and what you and others on your behalf paid.
- **Totals for the year since January 1.** This is called year-to-date information. It shows the total drug costs and total payments for your drugs since the year began.

- **Drug price information.** This information will display the total drug price, and information about increases in price from first fill for each prescription claim of the same quantity.
- **Available lower cost alternative prescriptions.** This will include information about other available drugs with lower cost-sharing for each prescription claim.

Section 3.2 Help us keep our information about your drug payments up to date

To keep track of your drug costs and the payments you make for drugs, we use records we get from pharmacies. Here is how you can help us keep your information correct and up to date:

- **Show your membership card every time you get a prescription filled.** This helps us make sure we know about the prescriptions you are filling and what you are paying.
- **Make sure we have the information we need.** There are times you may pay for the entire cost of a prescription drug. In these cases, we will not automatically get the information we need to keep track of your out-of-pocket costs. To help us keep track of your out-of-pocket costs, give us copies of your receipts. Here are examples of when you should give us copies of your drug receipts:
 - When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of our plan's benefit.
 - When you made a copayment for drugs that are provided under a drug manufacturer patient assistance program.
 - Any time you have purchased covered drugs at out-of-network pharmacies or other times you have paid the full price for a covered drug under special circumstances.
 - If you are billed for a covered drug, you can ask our plan to pay our share of the cost. For instructions on how to do this, go to Chapter 7, Section 2.
- **Send us information about the payments others have made for you.** Payments made by certain other individuals and organizations also count toward your out-of-pocket costs. For example, payments made by a State Pharmaceutical Assistance Program, an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. Keep a record of these payments and send them to us so we can track your costs.
- **Check the written report we send you.** When you receive the Part D EOB look it over to be sure the information is complete and correct. If you think something is missing or you have any questions, please call us at Member Services. You may access electronic Part D EOB statements by logging in at [Express-Scripts.com](https://www.express-scripts.com), and go to **Select Communication Preferences** under **My Account**. Click on **Edit preferences** and then choose to get your printed materials online. Then you'll receive your Medicare Part D EOB statements online rather than by mail. There's no cost and you can switch back to

paper EOBs anytime. First-time visitors will need to register with their SCAN Health Plan New Mexico member ID number. Be sure to keep these reports.

SECTION 4 During the Deductible Stage, you pay the full cost of your drugs

The Deductible Stage is the first payment stage for your drug coverage. This stage begins when you fill your first prescription for the year. When you are in this payment stage, **you must pay the full cost of your drugs** until you reach the plan's deductible amount, which is \$545 for 2024. The deductible doesn't apply to covered insulin products and most adult Part D vaccines, including shingles, tetanus and travel vaccines. The **full cost** is usually lower than the normal full price of the drug since our plan has negotiated lower costs for most drugs at network pharmacies.

Once you have paid \$545 for your drugs, you leave the Deductible Stage and move on to the Initial Coverage Stage.

There is no deductible if you receive "Extra Help." You begin in the Initial Coverage Stage when you fill your first prescription of the year. See Section 5 for information about your coverage in the Initial Coverage Stage.

SECTION 5 During the Initial Coverage Stage, the plan pays its share of your drug costs, and you pay your share

Section 5.1 What you pay for a drug depends on the drug and where you fill your prescription

During the Initial Coverage Stage, the plan pays its share of the cost of your covered prescription drugs, and you pay your share (your copayment or coinsurance amount). Your share of the cost will vary depending on the drug and where you fill your prescription.

Your pharmacy choices

How much you pay for a drug depends on whether you get the drug from:

- A network retail pharmacy.
- A pharmacy that is not in the plan's network. We cover prescriptions filled at out-of-network pharmacies in only limited situations. Please see Chapter 5, Section 2.5 to find out when we will cover a prescription filled at an out-of-network pharmacy.
- The plan's mail-order pharmacy.

For more information about these pharmacy choices and filling your prescriptions, see Chapter 5 and the plan's *Provider & Pharmacy Directory*.

Section 5.2 A table that shows your costs for a *one-month* supply of a drug

During the Initial Coverage Stage, your share of the cost of a covered drug will be either a copayment or coinsurance.

Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

Your share of the cost when you get a *one-month* supply of a covered Part D prescription drug:

| | Standard retail cost-sharing (in-network) (up to a 30-day supply) | Mail-order cost-sharing (up to a 30-day supply) | Long-term care (LTC) cost-sharing (up to a 31-day supply) | Out-of-network cost-sharing* (Coverage is limited to certain situations; see Chapter 5 for details.) (up to a 30-day supply) |
|-------------------------------------|---|---|---|---|
| Members with no “Extra Help” | 25% of the total cost | 25% of the total cost | 25% of the total cost | 25% of the total cost |
| Members with “Extra Help” | \$0 copay | \$0 copay | \$0 copay | \$0 copay |

*You may get drugs from an out-of-network pharmacy but may pay more than you pay at an in-network pharmacy.

If you don’t receive “Extra Help,” you won’t pay more than \$35 for a one-month supply of each covered insulin product regardless of the cost-sharing tier, even if you haven’t paid your deductible.

If you receive “Extra Help,” you won’t pay more than \$0 for a one-month supply of each covered insulin product regardless of the cost-sharing tier.

Please see Section 9 of this chapter for more information on Part D vaccines cost-sharing for Part D vaccines.

Section 5.3 If your doctor prescribes less than a full month’s supply, you may not have to pay the cost of the entire month’s supply

Typically, the amount you pay for a prescription drug covers a full month’s supply. There may be times when you or your doctor would like you to have less than a month’s supply of a drug (for example, when you are trying a medication for the first time). You can also ask your doctor

to prescribe, and your pharmacist to dispense, less than a full month's supply of your drugs, if this will help you better plan refill dates for different prescriptions.

If you receive less than a full month's supply of certain drugs, you will not have to pay for the full month's supply.

- If you are responsible for coinsurance, you pay a percentage of the total cost of the drug. Since the coinsurance is based on the total cost of the drug, your cost will be lower since the total cost for the drug will be lower.
- If you are responsible for a copayment for the drug, you will only pay for the number of days of the drug that you receive instead of a whole month. We will calculate the amount you pay per day for your drug (the daily cost-sharing rate) and multiply it by the number of days of the drug you receive.

Section 5.4 A table that shows your costs for a *long-term* (100-day) supply of a drug

For some drugs, you can get a long-term supply (also called an extended supply). A long-term supply is a 100-day supply.

The table below shows what you pay when you get a long-term supply of a drug.

- Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

Your share of the cost when you get a *long-term* supply of a covered Part D prescription drug:

| | Standard retail cost-sharing (in-network) (100-day supply) | Mail-order cost-sharing (100-day supply) |
|---|---|---|
| Members with no "Extra Help" | 25% of the total cost | 25% of the total cost |
| Members with "Extra Help" | \$0 copay | \$0 copay |

If you don't receive "Extra Help," you won't pay more than \$70 for up to a two-month supply or \$105 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier, even if you haven't paid your deductible.

If you receive "Extra Help," you won't pay more than \$0 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier.

A long-term supply is not available for Specialty drugs. To see which medications are available for an long-term supply, please refer to our plan's "Drug List."

Section 5.5 You stay in the Initial Coverage Stage until your total drug costs for the year reach \$5,030

You stay in the Initial Coverage Stage until the total amount for the prescription drugs you have filled reaches the **\$5,030 limit for the Initial Coverage Stage**.

The Part D EOB that you receive will help you keep track of how much you, the plan, and any third parties have spent on your behalf during the year. Many people do not reach the \$5,030 limit in a year.

We will let you know if you reach this amount. If you do reach this amount, you will leave the Initial Coverage Stage and move on to the Coverage Gap Stage. See Section 1.3 on how Medicare calculates your out-of-pocket costs.

SECTION 6 Costs in the Coverage Gap Stage

Members with no “Extra Help.” When you are in the Coverage Gap Stage, the Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs. You pay 25% of the negotiated price and a portion of the dispensing fee for brand name drugs. Both the amount you pay, and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and move you through the coverage gap.

You also receive some coverage for generic drugs. You pay no more than 25% of the cost for generic drugs and the plan pays the rest. Only the amount you pay counts and moves you through the coverage gap.

You continue paying these costs until your yearly out-of-pocket payments reach a maximum amount that Medicare has set. Once you reach this amount \$8,000, you leave the Coverage Gap Stage and move to the Catastrophic Coverage Stage.

Medicare has rules about what counts and what does *not* count toward your out-of-pocket costs (Section 1.3).

Coverage Gap Stage coinsurance requirements do not apply to Part D covered insulin products and most adult Part D vaccines, including shingles, tetanus, and travel vaccines.

You won't pay more than \$35 for a one-month supply of each covered insulin product regardless of the cost-sharing tier.

Please see Section 9 of this chapter for more information on Part D vaccines and cost-sharing for Part D vaccines.

Members with “Extra Help.” When you're in the Coverage Gap Stage you pay \$0 for all Part D prescription drugs covered by our plan.

SECTION 7 During the Catastrophic Coverage Stage, the plan pays the full cost for your covered Part D drugs

You enter the Catastrophic Coverage Stage when your out-of-pocket costs have reached the \$8,000 limit for the calendar year. Once you are in the Catastrophic Coverage Stage, you will stay in this payment stage until the end of the calendar year.

- During this payment stage, the plan pays the full cost for your covered Part D drugs. You pay nothing.

SECTION 8 Additional benefits information

Compounded drugs and their coverage:

Compounded drugs are produced by mixing or altering the existing prescription medications for a variety of reasons. Sometimes, an individual cannot use the standard version of the product because of an allergy to one of its ingredients. In other cases, the right dosage form is not readily available, so the commercially offered drug products need to be transformed into a different form. For people who can't swallow tablets or capsules, compounding procedures can customize a drug into a powder, liquid, lozenge, suppository, or another form.

Compounded medications are not approved by the Food and Drug Administration (FDA), unlike drugs listed in our formulary. Without the FDA oversight, there is an extra risk factor involved when a compounded product is prepared because it is not tested for purity, stability, safety, effectiveness, or dosage. Since the quality of compounded products may be compromised, the FDA recommends using an approved product that has undergone rigorous testing instead of a compounded medication when possible.

Our plan does not cover all compounded medications. In some cases, certain compounded products are "excluded" from coverage by Medicare. In other cases, we have decided not to cover a particular compounded product. To ensure the appropriate utilization of compounded medications, certain rules and restrictions may apply e.g., Prior Authorization and Quantity Limit requirements, etc.

Our members are advised to use a compounded medication only when it is medically necessary. If you have questions about compounded medications and their coverage, please call Member Services (phone numbers are printed on the back cover of this document) or visit our website (www.scanhealthplan.com).

SECTION 9 Part D Vaccines. What you pay for depends on how and where you get them

Important Message About What You Pay for Vaccines - Some vaccines are considered medical benefits. Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan's "Drug List." Our plan covers most adult Part D vaccines at no cost to you

even if you haven't paid your deductible. Refer to your plan's "Drug List" or contact Member Services for coverage and cost-sharing details about specific vaccines.

There are two parts to our coverage of Part D vaccinations:

- The first part of coverage is the cost of **the vaccine itself**.
- The second part of coverage is for the cost of **giving you the vaccine**. (This is sometimes called the administration of the vaccine.)

Your costs for a Part D vaccination depend on three things:

1. **Whether the vaccine is recommended for adults by an organization called the Advisory Committee on Immunization Practices (ACIP).**
 - Most adult Part D vaccinations are recommended by ACIP and cost you nothing.
2. **Where you get the vaccine.**
 - The vaccine itself may be dispensed by a pharmacy or provided by the doctor's office.
3. **Who gives you the vaccine.**
 - A pharmacist or another provider may give the vaccine in the pharmacy. Alternatively, a provider may give it in the doctor's office.

What you pay at the time you get the Part D vaccination can vary depending on the circumstances and what **drug payment stage** you are in.

- Sometimes when you get a vaccination, you have to pay for the entire cost for both the vaccine itself and the cost for the provider to give you the vaccine. You can ask our plan to pay you back for our share of the cost. For most adult Part D vaccines, this means you will be reimbursed the entire cost you paid.
- Other times, when you get a vaccination, you will pay only your share of the cost under your Part D benefit. For most adult Part D vaccines, you will pay nothing.

Below are three examples of ways you might get a Part D vaccine.

Situation 1: You get the Part D vaccination at the network pharmacy. (Whether you have this choice depends on where you live. Some states do not allow pharmacies to give certain vaccines.)

- For most adult Part D vaccines, you will pay nothing.
- For other Part D vaccines, you will pay the pharmacy your coinsurance or copayment for the vaccine itself which includes the cost of giving you the vaccine.
- Our plan will pay the remainder of the costs.

Situation 2: You get the Part D vaccination at your doctor's office.

- When you get the vaccine, you may have to pay for the entire cost of the vaccine itself and the cost for the provider to give it to you.
- You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7.
- For most adult Part D vaccines, you will be reimbursed the full amount you paid. For other Part D vaccines, you will be reimbursed the amount you paid less any coinsurance or copayment for the vaccine (including administration), and less any difference between the amount the doctor charges and what we normally pay. (If you get "Extra Help," we will reimburse you for this difference.)

Situation 3: You buy the Part D vaccine itself at the network pharmacy, and then take it to your doctor's office where they give you the vaccine.

- For most adult Part D vaccines, you will pay nothing for the vaccine itself.
- For other Part D vaccines, you will pay the pharmacy your coinsurance or copayment for the vaccine itself.
- When your doctor gives you the vaccine, you may have to pay the entire cost for this service.
- You can then ask our plan to pay our share of the cost by using the procedures described in Chapter 7.
- For most adult Part D vaccines, you will be reimbursed the full amount you paid.

Select doctor's offices may be able to process the Part D vaccine, and/or the administrative fee, electronically.

CHAPTER 7:

*Asking us to pay our share of a bill
you have received for covered
medical services or drugs*

SECTION 1 Situations in which you should ask us to pay our share of the cost of your covered services or drugs

Sometimes when you get medical care or a prescription drug, you may need to pay the full cost. Other times, you may find that you have paid more than you expected under the coverage rules of the plan. In these cases, you can ask our plan to pay you back (paying you back is often called reimbursing you). It is your right to be paid back by our plan whenever you've paid more than your share of the cost for medical services or drugs that are covered by our plan. There may be deadlines that you must meet to get paid back. Please see Section 2 of this chapter.

There may also be times when you get a bill from a provider for the full cost of medical care you have received or possibly for more than your share of cost-sharing as discussed in the document. First try to resolve the bill with the provider. If that does not work, send the bill to us instead of paying it. We will look at the bill and decide whether the services should be covered. If we decide they should be covered, we will pay the provider directly. If we decide not to pay it, we will notify the provider. You should never pay more than plan-allowed cost-sharing. If this provider is contracted, you still have the right to treatment.

Here are examples of situations in which you may need to ask our plan to pay you back or to pay a bill you have received:

1. When you've received emergency or urgently needed medical care from a provider who is not in our plan's network

Outside the service area, you can receive emergency or urgently needed services from any provider, whether or not the provider is a part of our network. In these cases,

- You are only responsible for paying your share of the cost for emergency or urgently needed services. Emergency providers are legally required to provide emergency care. If you pay the entire amount yourself at the time you receive the care, ask us to pay you back for our share of the cost. Send us the bill, along with documentation of any payments you have made.
- You may get a bill from the provider asking for payment that you think you do not owe. Send us this bill, along with documentation of any payments you have already made.
 - If the provider is owed anything, we will pay the provider directly.
 - If you have already paid more than your share of the cost of the service, we will determine how much you owed and pay you back for our share of the cost.

2. When a network provider sends you a bill you think you should not pay

Network providers should always bill the plan directly and ask you only for your share of the cost. But sometimes they make mistakes and ask you to pay more than your share.

- You only have to pay your cost-sharing amount when you get covered services. We do not allow providers to add additional separate charges, called balance billing. This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.
- Whenever you get a bill from a network provider that you think is more than you should pay, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under the plan.

3. If you are retroactively enrolled in our plan

Sometimes a person's enrollment in the plan is retroactive. (This means that the first day of their enrollment has already passed. The enrollment date may even have occurred last year.)

If you were retroactively enrolled in our plan and you paid out-of-pocket for any of your covered services or drugs after your enrollment date, you can ask us to pay you back for our share of the costs. You will need to submit paperwork such as receipts and bills for us to handle the reimbursement.

4. When you use an out-of-network pharmacy to get a prescription filled

If you go to an out-of-network pharmacy, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription.

Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost. Remember that we only cover out-of-network pharmacies in limited circumstances. See Chapter 5, Section 2.5 for a discussion of these circumstances.

5. When you pay the full cost for a prescription because you don't have your plan membership card with you

If you do not have your plan membership card with you, you can ask the pharmacy to call the plan or to look up your plan enrollment information. However, if the pharmacy

cannot get the enrollment information they need right away, you may need to pay the full cost of the prescription yourself.

Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost.

6. When you pay the full cost for a prescription in other situations

You may pay the full cost of the prescription because you find that the drug is not covered for some reason.

- For example, the drug may not be on the plan's "Drug List" or it could have a requirement or restriction that you didn't know about or don't think should apply to you. If you decide to get the drug immediately, you may need to pay the full cost for it.
- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for our share of the cost.

All of the examples above are types of coverage decisions. This means that if we deny your request for payment, you can appeal our decision. Chapter 9 of this document has information about how to make an appeal.

SECTION 2 How to ask us to pay you back or to pay a bill you have received

You may request us to pay you back by sending us a request in writing. If you send a request in writing, send your bill and documentation of any payment you have made. It's a good idea to make a copy of your bill and receipts for your records. **You must submit your claim to us within 12 months for Medical claims and 36 months for Prescription Drug claims** of the date you received the service, item, or drug.

To make sure you are giving us all the information we need to make a decision, you can fill out our claim form to make your request for payment.

- You don't have to use the form, but it will help us process the information faster.
- Either download a copy of the form from our website (www.scanhealthplan.com) or call Member Services and ask for the form.

For Medical Claims, mail your request for payment together with any itemized bills, medical records, and proof of payment/receipts to us at this address:

SCAN Health Plan New Mexico
ATTN: Claims Department
P.O. Box 22698
Long Beach, CA 90801-5616

Chapter 7 Asking us to pay our share of a bill you have received for covered medical services or drugs

For Prescription Drug Claims, mail your request for payment together with any bills or paid receipts to us at this address:

Express Scripts

ATTN: Medicare Part D

P.O. Box 14718

Lexington, KY 40512-4718

SECTION 3 We will consider your request for payment and say yes or no

Section 3.1 We check to see whether we should cover the service or drug and how much we owe

When we receive your request for payment, we will let you know if we need any additional information from you. Otherwise, we will consider your request and make a coverage decision.

- If we decide that the medical care or drug is covered and you followed all the rules, we will pay for our share of the cost. If you have already paid for the service or drug, we will mail your reimbursement of our share of the cost to you. If you have not paid for the service or drug yet, we will mail the payment directly to the provider.
 - If we decide that the medical care or drug is *not* covered, or you did *not* follow all the rules, we will not pay for our share of the cost. We will send you a letter explaining the reasons why we are not sending the payment and your right to appeal that decision.
-

Section 3.2 If we tell you that we will not pay for all or part of the medical care or drug, you can make an appeal

If you think we have made a mistake in turning down your request for payment or the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment. The appeals process is a formal process with detailed procedures and important deadlines. For the details on how to make this appeal, go to Chapter 9 of this document.

CHAPTER 8:

Your rights and responsibilities

SECTION 1 Our plan must honor your rights and cultural sensitivities as a member of the plan

Section 1.1 We must provide information in a way that works for you and consistent with your cultural sensitivities (in languages other than English, in braille, in large print, or other alternate formats, etc.)

Your plan is required to ensure that all services, both clinical and non-clinical, are provided in a culturally competent manner and are accessible to all enrollees, including those with limited English proficiency, limited reading skills, hearing incapacity, or those with diverse cultural and ethnic backgrounds. Examples of how a plan may meet these accessibility requirements include, but are not limited to: provision of translator services, interpreter services, teletypewriters, or TTY (text telephone or teletypewriter phone) connection.

Our plan has free interpreter services available to answer questions from non-English speaking members. Written materials are available in English and Spanish. We can also give you information in braille, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services.

Our plan is required to give female enrollees the option of direct access to a women's health specialist within the network for women's routine and preventive health care services.

If providers in the plan's network for a specialty are not available, it is the plan's responsibility to locate specialty providers outside the network who will provide you with the necessary care. In this case, you will only pay in-network cost-sharing. If you find yourself in a situation where there are no specialists in the plan's network that cover a service you need, call the plan for information on where to go to obtain this service at in-network cost-sharing.

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, seeing a women's health specialist or finding a network specialist, please call to file a grievance with Member Services at 1-855-826-7226. You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights 1-800-368-1019 or TTY 1-800-537-7697.

Debemos proporcionarle información de una manera que sea conveniente para usted (en otros idiomas que no sean el inglés, en braille, grabación de audio, letra grande u otros formatos alternativos, etc.)

Su plan debe garantizar que todos los servicios, tanto clínicos como no clínicos, se brinden de una manera culturalmente competente y sean accesibles para todos los afiliados, incluidos aquellos con dominio limitado del inglés, habilidades limitadas de lectura, discapacidad auditiva o aquellos con diversidad cultural. y orígenes étnicos. Los ejemplos de cómo un plan puede cumplir con estos requisitos de accesibilidad incluyen, entre otros, la provisión de

servicios de traducción, servicios de interpretación, teletipos o conexión TTY (teléfono de texto o teletipo).

Nuestro plan tiene servicios de interpretación gratuitos disponibles para responder preguntas de los miembros que no hablan inglés. Los materiales escritos están disponibles en inglés y español. También podemos brindarle información en braille, en letra grande u otros formatos alternativos sin costo alguno si lo necesita. Estamos obligados a brindarle información sobre los beneficios del plan en un formato que sea accesible y apropiado para usted. Para obtener información de nosotros de una manera que funcione para usted, llame a Member Services.

Nuestro plan está obligado a brindar a las mujeres inscritas la opción de acceso directo a un especialista en salud de la mujer dentro de la red para los servicios de atención médica preventiva y de rutina de la mujer.

Si los proveedores de la red del plan para una especialidad no están disponibles, es responsabilidad del plan ubicar proveedores especializados fuera de la red que le brindarán la atención necesaria. En este caso, solo pagará el costo compartido dentro de la red. Si se encuentra en una situación en la que no hay especialistas en la red del plan que cubran un servicio que necesita, llame al plan para obtener información sobre dónde acudir para obtener este servicio con costos compartidos dentro de la red.

Si tiene algún problema para obtener información de nuestro plan en un formato accesible y adecuado para usted, consultar a un especialista en salud de la mujer o encontrar un especialista de la red, llame para presentar una queja ante Member Services al 1-855-826-7226. También puede presentar una queja ante Medicare llamando al 1-800-MEDICARE (1-800-633-4227) o directamente a la Oficina de Derechos Civiles al 1-800-368-1019 o TTY 1-800-537-7697.

Section 1.2 We must ensure that you get timely access to your covered services and drugs

You have the right to choose a primary care provider (PCP) in the plan's network to provide and arrange for your covered services. You also have the right to go to a women's health specialist (such as a gynecologist) without a referral.

You have the right to get appointments and covered services from the plan's network of providers *within a reasonable amount of time*. This includes the right to get timely services from specialists when you need that care. You also have the right to get your prescriptions filled or refilled at any of our network pharmacies without long delays.

If you think that you are not getting your medical care or Part D drugs within a reasonable amount of time, Chapter 9 tells what you can do.

Section 1.3 We must protect the privacy of your personal health information

Federal and state laws protect the privacy of your medical records and personal health information. We protect your personal health information as required by these laws.

- Your personal health information includes the personal information you gave us when you enrolled in this plan as well as your medical records and other medical and health information.
- You have rights related to your information and controlling how your health information is used. We give you a written notice, called a **Notice of Privacy Practice**, that tells about these rights and explains how we protect the privacy of your health information.

How do we protect the privacy of your health information?

- We make sure that unauthorized people don't see or change your records.
- Except for the circumstances noted below, if we intend to give your health information to anyone who isn't providing your care or paying for your care, *we are required to get written permission from you or someone you have given legal power to make decisions for you first.*
- There are certain exceptions that do not require us to get your written permission first. These exceptions are allowed or required by law.
 - We are required to release health information to government agencies that are checking on quality of care.
 - Because you are a member of our plan through Medicare, we are required to give Medicare your health information including information about your Part D prescription drugs. If Medicare releases your information for research or other uses, this will be done according to Federal statutes and regulations; typically, this requires that information that uniquely identifies you not be shared.

You can see the information in your records and know how it has been shared with others

You have the right to look at your medical records held by the plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your healthcare provider to decide whether the changes should be made.

You have the right to know how your health information has been shared with others for any purposes that are not routine.

If you have questions or concerns about the privacy of your personal health information, please call Member Services.

SCAN Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

SCAN Health Plan, SCAN Desert Health Plan, Inc., SCAN Health Plan Nevada, Inc., SCAN Health Plan Texas, Inc., and SCAN Health Plan New Mexico, collectively referenced in this notice as (“SCAN”) is required by law to maintain the privacy of your health information and to provide you this Notice about our legal duties and privacy practices. We must follow the privacy practices described in this Notice while it is in effect. This Notice took effect May 14, 2013, and was most recently reviewed on April 11, 2023. This privacy notice is subject to change and will remain in effect until we replace or modify it.

Protecting Your Privacy

At SCAN, we understand the importance of keeping your health information confidential and we are committed to use of your health information that is consistent with state and federal law. This Notice explains how we use your health information and describes how we may share your health information with others involved in your health care. This Notice also lists your rights concerning your health information and how you may exercise those rights.

Protected Health Information

For the purposes of this Notice, “health information” or “information” refers to Protected Health Information or PHI. Protected Health Information is defined as information that identifies who you are and relates to your past, present, or future physical or mental health or condition, provision of care, or payment for care.

How We Use Your Health Information

SCAN uses and shares your health information for the purposes of treatment, payment, health care operations, and other uses permitted or required by federal, state, or local law.

Treatment

SCAN may use or disclose your health information to health care providers (doctors, hospitals, pharmacies, and other caregivers) who request it in connection with your treatment without your written authorization. Please be aware that your medical records are stored at your physician’s office. Here are some examples of how SCAN may share your information:

- We may share information with your physician or medical group when necessary for you to receive treatment.
- We may share information about you to a hospital so that you receive appropriate care.
- We may share information about you with plan providers involved in the delivery of your health care services. This includes sharing your health information as part of a local, state or national Health Information Exchange or “HIE”.

Payment

SCAN may use and disclose your health information for the purposes of payment of the health care services you receive, without your written authorization. This may include claims payment, eligibility, utilization management, and care management activities. For example:

- We may provide your eligibility information to your medical group, so they are paid accurately and timely.
- We may share information about you to a hospital to ensure that claims are billed properly.
- We may provide your information to a third-party entity to ensure that your doctor or hospital is paid accurately and timely.

Health Care Operations

SCAN may use and disclose your health information to support various business activities without your written authorization. Health care operations are activities related to the normal business functions of SCAN. For example, we may share information with others for any of the following purposes:

- Quality management and improvement activities, such as credentialing activities and peer reviews,
- Contracting activities with plan providers and vendors,
- Research and studies, such as member satisfaction surveys,
- Compliance and regulatory activities,
- Risk management activities,
- Population and disease management studies and programs, and
- Grievance and appeals activities.

SCAN may not use or disclose your genetic health information for underwriting purposes.

Other Permitted Uses and Disclosures

SCAN may use or disclose your health information without your written authorization, for the following purposes under limited circumstances:

- To state and federal agencies that have the legal right to receive data, such as to make sure SCAN is making proper payments and to assist Federal/State Medicaid programs,
- For public health activities, such as reporting disease outbreaks or disaster relief,
- For government healthcare oversight activities, such as fraud and abuse investigations or the Food and Drug Administration (FDA),
- For judicial, arbitration, and administrative proceedings, such as in response to a court order, subpoena, or search warrant,
- To a probate court investigator to determine the need for conservatorship or guardianship,

- For law enforcement purposes, such as providing limited information to locate a missing person,
- For research studies that meet all privacy law requirements, such as research related to the prevention of disease or disability,
- To avoid a serious and imminent threat to health or safety,
- To contact you about new or changed benefits under Medicare and/or SCAN,
- To contact you to remind you of visits/deliveries,
- To create a collection of information that can no longer be traced back to you,
- For purposes when issues concern child or elder abuse and neglect,
- In cases of death, such as a coroner, medical examiner, funeral director or organ procurement organization,
- For specialized government functions, such as providing information for national security and military activities,
- To workers' compensation claims or authorities as required by state workers' compensation laws,
- To the plan sponsor of a group health plan or employee welfare benefit plan,
- To law enforcement officials if you are an inmate or under custody. These would be permitted if needed to provide medical services to you or for the protection and safety of others,
- To friends or family members to the extent necessary to assist with your health care or payment for your healthcare, if you are unavailable to agree to disclosure, such as in a medical emergency,
- As required otherwise by federal, state, or local law.

Other uses and disclosures not described in this Notice will only be made with your written authorization. For instance, SCAN needs your authorization before we disclose your PHI for the following: (1) most uses and disclosures of psychotherapy notes; (2) uses and disclosures for marketing purposes; and (3) uses and disclosures that involve the sale of PHI. You may revoke your authorization at any time as long as the request to revoke is in writing and the plan has not relied on your authorization to take a specific action.

Sharing Your Health Information with Others

As part of normal business, SCAN shares your information with contracted plan providers (e.g., medical groups, hospitals, pharmacy benefit management companies, social service providers, etc.). We will also share your PHI with other companies and business associates that perform different kinds of activities for our health plan. We may also use your PHI to give you reminders about your appointments. We may use your PHI to give you information about other treatments, or other health-related benefits and In-services.

SCAN also works to ensure that your PHI is readily available to you by complying with the Information Blocking Rule established by the 21st Century Cures Act.

In addition, we may use and share your PHI directly or indirectly with Health Information Exchanges (HIEs) for payment, health care operations and treatment. In all cases where your health information is shared with plan providers, we have a written contract that contains language designed to protect the privacy of your health information. Our plan providers are required to keep your health information confidential and protect the privacy of your information in accordance with state and federal law, similar to how SCAN protects your health information.

Your Rights Involving Your Health Information

You may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. However, your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

Right to Request Restrictions

You have the right to ask us to restrict how we use and disclose your information for treatment, payment, or health care operations as described in the Notice. You also have the right to ask us to restrict information that we have been asked to give to family members or to others who are involved in your health care. However, we are not required to agree to these restrictions. If we deny your request, we will notify you in writing with the specific reason(s) the request was denied. If we do agree to your request to restrict health information, we may not use or disclose your protected health information for that purpose, except as needed to provide treatment in an emergency. Please refer to the definition of “emergency” in your *Evidence of Coverage*. We also do not have to honor your restriction if we are required by law to disclose the information or when the information is needed for your treatment.

You also have the right to terminate a request for restriction that we have granted. You may do this by calling or writing us. We also have the right to terminate the restriction if you agree to it or if we inform you in writing that we are terminating it. If we do this, it will only apply to medical information that we create or receive after we have informed you.

Your request for a restriction must be in writing and must provide us with specific information needed to fulfill your request. This would include the information you wish to be restricted and to whom you want the limits to apply.

Right to Inspect and Copy

You have a right to review and get a copy of your health information held by us. This may include records used in making coverage, claims and other decisions as a SCAN member. **Important Note:** We do not have complete copies of your medical records. *If you want to look at, get a copy of, or change your medical records, please contact your provider.*

Your request must be in writing and must include specific information needed to fulfill your request. If you call Member Services Department, we will send you a form to use to do

this; (phone numbers are listed below in this notice). Or if you prefer, you may send your written request to:

SCAN Health Plan

Attention: Member Services (Request to Inspect and Copy)
3800 Kilroy Airport Way
Long Beach, CA 90801-5616

If we maintain an electronic health record containing your health information you have the right to request that we send a copy of your health information to you or a third party that you identify. We may charge a reasonable fee for the cost of producing the electronic copy of your health information and for postage if applicable. You must pay this fee before we give you the copies. You may also request that we provide you with summary information about your Protected Health Information instead of all the information. If so, you must pay us the cost of preparing this summary information before we give it to you.

In certain situations, we may deny your request to inspect or obtain a copy of your health information. If we deny your request, we will notify you in writing with the specific reason(s) the request was denied. Our letter to you will also include information about how you may request a review of our denial if you are entitled to such a review. You are entitled to request a review of our denial in three instances only. These three instances involve situations where a licensed health care professional has determined that such access would endanger the life or physical safety of you or of another person. Our letter will also tell you about any other rights you have to file a complaint. These are the same rights described in this Notice.

Right to Request an Amendment of PHI

You have the right to request that we amend your health information. Your request must be in writing, and it must explain why the information should be amended. Your request should be sent to our Member Services Department at the address listed in the “Complaints” section of this Notice.

We will deny your request if you fail to submit it in writing or if you fail to include the reasons for your request. We may also deny your request if you ask us to amend information that is (1) accurate and complete, (2) not part of the medical information that SCAN keeps, (3) not part of the information that you would be entitled to inspect and copy, or (4) not created by SCAN, unless the creator of the information is not available to amend it.

If we deny your request, we will provide you a written explanation. This letter will tell you how you can file a complaint with us or with the Secretary of the Department of Health and Human Services. It will also tell you about the right you have to file a statement disagreeing with our denial and other rights you may have.

If we accept your request to amend the information, we will make the changes requested in your amendment. But first we will contact you to identify the persons you want notified and to get your approval for us to do so. We will make reasonable efforts to inform others of the amendment and to include the changes in any future disclosures of that information.

Right to Receive Confidential Communications

You have the right to request that we communicate with you in confidence about your health information by alternative means or to an alternative location (e.g., mail to a post office box address or fax to a designated number). Your request must be made in writing and must clearly state that if the request is not granted it could endanger you. SCAN will accommodate reasonable requests.

Right to Receive an Accounting of Disclosures

You have the right to receive an accounting of disclosures regarding your health information. Typically, the accounting would include disclosures found in the section titled “Other Permitted Uses and Disclosures”. The accounting will not cover those disclosures made for the purposes of treatment, payment, and health care operations, and ones that you have authorized.

All requests for an accounting must be in writing and must include specific information needed to fulfill your request. This accounting requirement applies for six years from the date of the disclosure, beginning with disclosures occurring after April 14, 2003, unless you request a lesser period of time. If you request this accounting more than once in a 12-month period, we may charge you a reasonable fee to produce the accounting of disclosures. Before doing so, we will notify you of the fee, and give you an opportunity to withdraw or limit your request in order to reduce the fee.

Right to Receive Notice of a Breach of Protected Health Information

You have the right to receive a notice of the unauthorized acquisition, access, or disclosure of your health information. SCAN will provide any legally required notices of any unauthorized use acquisition, access, or disclosure of your health information.

Right to Copies of this Notice.

You have the right to receive an additional copy of this Notice at any time.

If you have any questions about our Notice of Privacy Practices or would like to request an additional copy of the Notice, please contact Member Services at the telephone numbers listed below in this notice: Or, you can write to:

SCAN Health Plan
Attention: Privacy Office
3800 Kilroy Airport Way, Ste 100
Long Beach, CA 90806

Or email the Privacy Office at PrivacyOffice@scanhealthplan.com, or fax to 1-562-308- 1365.

You may also visit our website online and download a printable version of the Notice at www.scanhealthplan.com.

How to Complain About Our Privacy Practices

If you believe SCAN has violated your privacy rights, or you disagree with a decision we made about access to your health information you may submit a written complaint to the SCAN Privacy Office.

Complaints to SCAN

If you want to file a complaint with us, write to:

SCAN Health Plan

Attention: Privacy Office
3800 Kilroy Airport Way, Ste 100
Long Beach, CA 90806

Or email PrivacyOffice@scanhealthplan.com, or fax to 1-562-308-1365.

If you need assistance with filing a complaint you can call the SCAN Member Services at the telephone numbers listed below in this notice.

Complaints to the Federal Government

You may also notify the Secretary of the US Department of Health and Human Services to file a complaint with the federal government.

SCAN supports your right to protect the privacy of your personal and health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services. Filing a complaint will not affect your benefits under SCAN or Medicare.

File a complaint with the federal government here:

U.S. Department of Health and Human Services
Office of Civil Rights
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019 (TTY: 1-800-537-7697)

Complaint forms are available at <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

Complaints to the State (Dually Eligible Members for California Only)

For members enrolled in dual Medicare and Medi-Cal (Medicaid) health plans, you may also contact:

DHCS Privacy Office
c/o: Office of HIPAA Compliance
California Department of Health Care Services
P.O. Box 997413, MS 0010
Sacramento, CA 95899-7413
Telephone: 1-916-445-4646 (Voice)
(877) 735-2929 (TTY/TDD)
Email: incidents@dhcs.ca.gov

Changes to this Notice

The terms of this Notice apply to all records containing your health information that are created or retained by SCAN. We reserve the right to revise or amend this Notice of Privacy

Practices. Any revision or amendment to the Notice will be effective for all of your records that we have created or maintained in the past. Such revision or amendment shall also be effective for any of your records that we may create or maintain in the future. If we do revise this Notice, you will receive a copy.

SCAN complies with applicable federal civil rights laws and does not discriminate, exclude people, or treat them differently on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).

SCAN provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, other formats).

SCAN provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services, contact SCAN Member Services at the phone numbers below for the corresponding State Health Plans.

If you believe that SCAN has failed to provide these services or discriminated in another way on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history), you can file a grievance in person, by phone, mail, or fax, at:

SCAN Member Services
Attention: Grievance and Appeals Department
P.O. Box 22644
Long Beach, CA 90801-5644
Phone: for CA Members: 1-800-559-3500; for NM Members: 1-855-826-7226;
for NV Members: 1-855-827-7226; for TX members: 1-855-844-7226; and for
AZ Members: 1-855-650-7226 (TTY: 711) FAX: 1-562-989-0958

Or by filling out the “File a Grievance” form on our website at: <https://www.scanhealthplan.com/contact-us/file-a-grievance>.

If you need help filing a grievance, SCAN Member Services is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019 (TTY: 1-800-537-7697)

Complaint forms are available at <https://www.hhs.gov/civil-rights/filing-a-complaint/index.html>.

Section 1.4 We must give you information about the plan, its network of providers, and your covered services

As a member of SCAN Strive, you have the right to get several kinds of information from us.

If you want any of the following kinds of information, please call Member Services:

- **Information about our plan.** This includes, for example, information about the plan's financial condition.
- **Information about our network providers and pharmacies.** You have the right to get information about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
- **Information about your coverage and the rules you must follow when using your coverage.** Chapters 3 and 4 provide information regarding medical services. Chapters 5 and 6 provide information about Part D prescription drug coverage.
- **Information about why something is not covered and what you can do about it.** Chapter 9 provides information on asking for a written explanation on why a medical service or Part D drug is not covered or if your coverage is restricted. Chapter 9 also provides information on asking us to change a decision, also called an appeal.

Section 1.5 We must support your right to make decisions about your care

You have the right to know your treatment options and participate in decisions about your health care

You have the right to get full information from your doctors and other health care providers. Your providers must explain your medical condition and your treatment choices *in a way that you can understand*.

You also have the right to participate fully in decisions about your health care. To help you make decisions with your doctors about what treatment is best for you, your rights include the following:

- **To know about all of your choices.** You have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan. It also includes being told about programs our plan offers to help members manage their medications and use drugs safely.
- **To know about the risks.** You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- **The right to say “no.”** You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. You also have the right to stop taking your medication. Of course, if

you refuse treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.

You have the right to give instructions about what is to be done if you are not able to make medical decisions for yourself

For additional Advanced Directive information, you can access <https://www.nmhealth.org/publication/view/form/4698/>.

Sometimes people become unable to make health care decisions for themselves due to accidents or serious illness. You have the right to say what you want to happen if you are in this situation. This means that, *if you want to*, you can:

- Fill out a written form to give **someone the legal authority to make medical decisions for you** if you ever become unable to make decisions for yourself.
- **Give your doctors written instructions** about how you want them to handle your medical care if you become unable to make decisions for yourself.

The legal documents that you can use to give your directions in advance of these situations are called **advance directives**. There are different types of advance directives and different names for them. Documents called **living will** and **power of attorney for health care** are examples of advance directives.

If you want to use an **advance directive** to give your instructions, here is what to do:

- **Get the form.** You can get an advance directive form from your lawyer, from a social worker, or from some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare.
- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.
- **Give copies to appropriate people.** You should give a copy of the form to your doctor and to the person you name on the form who can make decisions for you if you can't. You may want to give copies to close friends or family members. Keep a copy at home.

If you know ahead of time that you are going to be hospitalized, and you have signed an advance directive, **take a copy with you to the hospital.**

- The hospital will ask you whether you have signed an advance directive form and whether you have it with you.
- If you have not signed an advance directive form, the hospital has forms available and will ask if you want to sign one.

Remember, it is your choice whether you want to fill out an advance directive (including whether you want to sign one if you are in the hospital). According to law, no one can deny you care or discriminate against you based on whether or not you have signed an advance directive.

What if your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the New Mexico Department of Health Care Services.

Section 1.6 You have the right to make complaints and to ask us to reconsider decisions we have made

If you have any problems, concerns, or complaints and need to request coverage, or make an appeal, Chapter 9 of this document tells what you can do. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

Section 1.7 What can you do if you believe you are being treated unfairly or your rights are not being respected?

If it is about discrimination, call the Office for Civil Rights

If you believe you have been treated unfairly or your rights have not been respected due to your race, disability, religion, sex, health, ethnicity, creed (beliefs), age, sexual orientation, or national origin, you should call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 or TTY 1-800-537-7697, or call your local Office for Civil Rights.

Is it about something else?

If you believe you have been treated unfairly or your rights have not been respected, *and* it's *not* about discrimination, you can get help dealing with the problem you are having:

- You can **call Member Services**.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- Or, **you can call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

Section 1.8 How to get more information about your rights

There are several places where you can get more information about your rights:

- You can **call Member Services**.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- You can contact **Medicare**.
 - You can visit the Medicare website to read or download the publication *Medicare Rights & Protections*. (The publication is available at: www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf.)

- Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

SECTION 2 You have some responsibilities as a member of the plan

Things you need to do as a member of the plan are listed below. If you have any questions, please call Member Services.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this *Evidence of Coverage* to learn what is covered for you and the rules you need to follow to get your covered services.
 - Chapters 3 and 4 give the details about your medical services.
 - Chapters 5 and 6 give the details about your Part D prescription drug coverage.
- **If you have any other health insurance coverage or prescription drug coverage in addition to our plan, you are required to tell us.** Chapter 1 tells you about coordinating these benefits.
- **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your plan membership card whenever you get your medical care or Part D prescription drugs.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
 - To help get the best care, tell your doctors and other health providers about your health problems. Follow the treatment plans and instructions that you and your doctors agree upon.
 - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
 - If you have any questions, be sure to ask and get an answer you can understand.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.
- **Pay what you owe.** As a plan member, you are responsible for these payments:
 - You must pay your plan premiums.
 - You must continue to pay a premium for your Medicare Part B to remain a member of the plan.
 - For most of your medical services or drugs covered by the plan, you must pay your share of the cost when you get the service or drug.
 - If you are required to pay a late enrollment penalty, you must pay the penalty to keep your prescription drug coverage.

- If you are required to pay the extra amount for Part D because of your yearly income, you must continue to pay the extra amount directly to the government to remain a member of the plan.
- **If you move *within* our plan service area, we need to know** so we can keep your membership record up to date and know how to contact you.
- **If you move *outside* of our plan service area, you cannot remain a member of our plan.**
- If you move, it is also important to tell Social Security (or the Railroad Retirement Board).

CHAPTER 9:

What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 1 Introduction

Section 1.1 What to do if you have a problem or concern

This chapter explains two types of processes for handling problems and concerns:

- For some problems, you need to use the **process for coverage decisions and appeals**.
- For other problems, you need to use the **process for making complaints**; also called grievances.

Both of these processes have been approved by Medicare. Each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

The guide in Section 3 will help you identify the right process to use and what you should do.

Section 1.2 What about the legal terms?

There are legal terms for some of the rules, procedures, and types of deadlines explained in this chapter. Many of these terms are unfamiliar to most people and can be hard to understand. To make things easier, this chapter:

- Uses simpler words in place of certain legal terms. For example, this chapter generally says, making a complaint rather than filing a grievance, coverage decision rather than organization determination, or coverage determination or at-risk determination, and independent review organization instead of Independent Review Entity.
- It also uses abbreviations as little as possible.

However, it can be helpful – and sometimes quite important – for you to know the correct legal terms. Knowing which terms to use will help you communicate more accurately to get the right help or information for your situation. To help you know which terms to use, we include legal terms when we give the details for handling specific types of situations.

SECTION 2 Where to get more information and personalized assistance

We are always available to help you. Even if you have a complaint about our treatment of you, we are obligated to honor your right to complain. Therefore, you should always reach out to customer service for help. But in some situations, you may also want help or guidance from someone who is not connected with us. Below are two entities that can assist you.

State Health Insurance Assistance Program (SHIP)

Each state has a government program with trained counselors. The program is not connected with us or with any insurance company or health plan. The counselors at this program can

help you understand which process you should use to handle a problem you are having. They can also answer your questions, give you more information, and offer guidance on what to do.

The services of SHIP counselors are free. You will find phone numbers and website URLs in Chapter 2, Section 3 of this document.

Medicare

You can also contact Medicare to get help. To contact Medicare:

- You can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.
- You can also visit the Medicare website (www.medicare.gov).

SECTION 3 To deal with your problem, which process should you use?

If you have a problem or concern, you only need to read the parts of this chapter that apply to your situation. The guide that follows will help.

Is your problem or concern about your benefits or coverage?

This includes problems about whether medical care (medical items, services and/or Part B prescription drugs) are covered or not, the way they are covered, and problems related to payment for medical care.

Yes.

Go on to the next section of this chapter, **Section 4, A guide to the basics of coverage decisions and appeals.**

No.

Skip ahead to **Section 10** at the end of this chapter: **How to make a complaint about quality of care, waiting times, customer service or other concerns.**

COVERAGE DECISIONS AND APPEALS

SECTION 4 A guide to the basics of coverage decisions and appeals

Section 4.1 Asking for coverage decisions and making appeals: the big picture

Coverage decisions and appeals deal with problems related to your benefits and coverage for your medical care (services, items and Part B prescription drugs, including payment). To keep things simple, we generally refer to medical items, services and Medicare Part B prescription drugs as **medical care**. You use the coverage decision and appeals process for issues such as whether something is covered or not and the way in which something is covered.

Asking for coverage decisions prior to receiving benefits

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical care. For example, if your plan network doctor refers you to a medical specialist not inside the network, this referral is considered a favorable coverage decision unless either your network doctor can show that you received a standard denial notice for this medical specialist, or the Evidence of Coverage makes it clear that the referred service is never covered under any condition. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical care before you receive it, you can ask us to make a coverage decision for you. In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay. In some cases, we might decide medical care is not covered or is no longer covered by Medicare for you. If you disagree with this coverage decision, you can make an appeal.

Making an appeal

If we make a coverage decision, whether before or after a benefit is received, and you are not satisfied, you can **appeal** the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or **fast appeal** of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

Chapter 9 What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

When you appeal a decision for the first time, this is called a Level 1 appeal. In this appeal, we review the coverage decision we made to check to see if we were properly following the rules. When we have completed the review, we give you our decision.

In limited circumstances a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we say no to all or part of your Level 1 appeal for medical care, your appeal will automatically go on to a Level 2 appeal conducted by an independent review organization that is not connected to us.

- You do not need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal for medical care to Level 2 if we do not fully agree with your Level 1 appeal.
- See **Section 5.4** of this chapter for more information about Level 2 appeals.
- For Part D drug appeals, if we say no to all or part of your appeal you will need to ask for a Level 2 appeal. Part D appeals are discussed further in Section 6 of this chapter.

If you are not satisfied with the decision at the Level 2 appeal, you may be able to continue through additional levels of appeal (Section 9 in this chapter explains the Level 3, 4, and 5 appeals processes).

Section 4.2 How to get help when you are asking for a coverage decision or making an appeal

Here are resources if you decide to ask for any kind of coverage decision or appeal a decision:

- You **can call us at Member Services**.
- You **can get free help** from your State Health Insurance Assistance Program.
- **Your doctor can make a request for you.** If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Member Services and ask for the *Appointment of Representative* form. (The form is also available on Medicare's website at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at www.scanhealthplan.com/appointment-of-representative-form.)
 - For medical care or Part B prescription drugs, your doctor can request a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2.

- For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 appeal on your behalf. If your Level 1 appeal is denied your doctor or prescriber can request a Level 2 appeal.
- **You can ask someone to act on your behalf.** If you want to, you can name another person to act for you as your representative to ask for a coverage decision or make an appeal.
 - If you want a friend, relative, or other person to be your representative, call Member Services and ask for the *Appointment of Representative* form. (The form is also available on Medicare’s website at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at www.scanhealthplan.com/appointment-of-representative-form.) The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
 - While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the independent review organization to review our decision to dismiss your appeal.
- **You also have the right to hire a lawyer.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

Section 4.3 Which section of this chapter gives the details for your situation?

There are four different situations that involve coverage decisions and appeals. Since each situation has different rules and deadlines, we give the details for each one in a separate section:

- **Section 5** of this chapter: “Your medical care: How to ask for a coverage decision or make an appeal”
- **Section 6** of this chapter: “Your Part D prescription drugs: How to ask for a coverage decision or make an appeal”
- **Section 7** of this chapter: “How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon”
- **Section 8** of this chapter: “How to ask us to keep covering certain medical services if you think your coverage is ending too soon” (*Applies only to these services:* home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you’re not sure which section you should be using, please call Member Services. You can also get help or information from government organizations such as your SHIP.

SECTION 5 Your medical care: How to ask for a coverage decision or make an appeal of a coverage decision

Section 5.1 This section tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for our share of the cost of your care

This section is about your benefits for medical care. These benefits are described in Chapter 4 of this document: *Medical Benefits Chart (what is covered and what you pay)*. In some cases, different rules apply to a request for a Part B prescription drug. In those cases, we will explain how the rules for Part B prescription drugs are different from the rules for medical items and services.

This section tells what you can do if you are in any of the five following situations:

1. You are not getting certain medical care you want, and you believe that this is covered by our plan. **Ask for a coverage decision. Section 5.2.**
2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan. **Ask for a coverage decision. Section 5.2.**
3. You have received medical care that you believe should be covered by the plan, but we have said we will not pay for this care. **Make an appeal. Section 5.3.**
4. You have received and paid for medical care that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care. **Send us the bill. Section 5.5.**
5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health. **Make an appeal. Section 5.3.**

Note: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services, you need to read Sections 7 and 8 of this Chapter. Special rules apply to these types of care.

Section 5.2 Step-by-step: How to ask for a coverage decision

| Legal Terms |
|--|
| When a coverage decision involves your medical care, it is called an organization determination . |
| A fast coverage decision is called an expedited determination . |

Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

A standard coverage decision is usually made within 14 days or 72 hours for Part B drugs. A fast coverage decision is generally made within 72 hours, for medical services, or 24 hours for Part B drugs. In order to get a fast coverage decision, you must meet two requirements:

- You may *only* ask for coverage for medical items and/or services (not requests for payment for items and/or services already received).
- You can get a fast coverage decision *only* if using the standard deadlines could *cause serious harm to your health or hurt your ability to function*.
- **If your doctor tells us that your health requires a fast coverage decision, we will automatically agree to give you a fast coverage decision.**
- **If you ask for a fast coverage decision on your own, without your doctor's support, we will decide whether your health requires that we give you a fast coverage decision.** If we do not approve a fast coverage decision, we will send you a letter that:
 - Explains that we will use the standard deadlines.
 - Explains if your doctor asks for the fast coverage decision, we will automatically give you a fast coverage decision.
 - Explains that you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested.

Step 2: Ask our plan to make a coverage decision or fast coverage decision.

- Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You, your doctor, or your representative can do this. Chapter 2 has contact information.

Step 3: We consider your request for medical care coverage and give you our answer.

For standard coverage decisions we use the standard deadlines.

This means we will give you an answer within 14 calendar days after we receive your request **for a medical item or service**. If your request is for a **Medicare Part B prescription drug**, we will give you an answer **within 72 hours** after we receive your request.

- **However**, if you ask for more time, or if we need more information that may benefit you **we can take up to 14 more days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a fast complaint. We will give you an answer to your complaint as soon as we make the decision. (The process for

making a complaint is different from the process for coverage decisions and appeals. See Section 10 of this chapter for information on complaints.)

For Fast Coverage decisions we use an expedited timeframe

A fast coverage decision means we will answer within 72 hours if your request is for a medical item or service. If your request is for a Medicare Part B prescription drug, we will answer within 24 hours.

- **However**, if you ask for more time, or if we need more information that may benefit you, **we can take up to 14 more days**. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a fast complaint. (See Section 10 of this chapter for information on complaints.) We will call you as soon as we make the decision.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

Step 4: If we say no to your request for coverage for medical care, you can appeal.

- If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the medical care coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

Section 5.3 Step-by-step: How to make a Level 1 appeal

| Legal Terms |
|--|
| An appeal to the plan about a medical care coverage decision is called a plan reconsideration . |
| A fast appeal is also called an expedited reconsideration . |

Step 1: Decide if you need a standard appeal or a fast appeal.

A standard appeal is usually made within 30 days or 7 days for Part B drugs. A fast appeal is generally made within 72 hours.

- If you are appealing a decision we made about coverage for care that you have not yet received, you and/or your doctor will need to decide if you need a fast appeal. If your doctor tells us that your health requires a fast appeal, we will give you a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 5.2 of this chapter.

Step 2: Ask our plan for an appeal or a Fast appeal

- **If you are asking for a standard appeal, submit your standard appeal in writing.** You may also ask for an appeal by calling us. Chapter 2 has contact information.
- **If you are asking for a fast appeal, make your appeal in writing or call us.** Chapter 2 has contact information.
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information regarding your medical decision. You and your doctor may add more information to support your appeal.**

Step 3: We consider your appeal and we give you our answer.

- When our plan is reviewing your appeal, we take a careful look at all of the information. We check to see if we were following all the rules when we said no to your request.
- We will gather more information if needed possibly contacting you or your doctor.

Deadlines for a fast appeal

- For fast appeals, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires us to.
 - However, if you ask for more time, or if we need more information that may benefit you, we **can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time if your request is for a Medicare Part B prescription drug.
 - If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 5.4 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you our decision in writing and automatically forward your appeal to the independent review organization for a Level 2 appeal. The independent review organization will notify you in writing when it receives your appeal.

Deadlines for a standard appeal

- For standard appeals, we must give you our answer **within 30 calendar days** after we receive your appeal. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if your health condition requires us to.
 - However, if you ask for more time, or if we need more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
 - If you believe we should *not* take extra days, you can file a fast complaint. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (See Section 10 of this chapter for information on complaints.)
 - If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal, where an independent review organization will review the appeal. Section 5.4 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage within 30 calendar days if your request is for a medical item or service, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug.
- **If our plan says no to part or all of your appeal**, we will automatically send your appeal to the independent review organization for a Level 2 appeal.

Section 5.4 Step-by-step: How a Level 2 appeal is done

| Legal Term |
|---|
| The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE . |

The **independent review organization** is an independent organization hired by Medicare. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: The independent review organization reviews your appeal.

- We will send the information about your appeal to this organization. This information is called your **case file**. **You have the right to ask us for a copy of your case file.**
- You have a right to give the independent review organization additional information to support your appeal.

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

If you had a fast appeal at Level 1, you will also have a fast appeal at Level 2

- For the fast appeal, the review organization must give you an answer to your Level 2 appeal **within 72 hours** of when it receives your appeal.
- However, if your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

If you had a standard appeal at Level 1, you will also have a standard appeal at Level 2

- For the standard appeal if your request is for a medical item or service, the review organization must give you an answer to your Level 2 appeal **within 30 calendar days** of when it receives your appeal. If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** of when it receives your appeal.
- However, if your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

Step 2: The independent review organization gives you their answer.

The independent review organization will tell you its decision in writing and explain the reasons for it.

- **If the review organization says yes to part or all of a request for a medical item or service**, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we receive the decision from the review organization for standard requests. For expedited requests, we have 72 hours from the date we receive the decision from the review organization.
- **If the review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Part B prescription drug within **72 hours** after we receive the decision from the review organization for **standard requests**. For **expedited requests** we have **24 hours** from the date we receive the decision from the review organization.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called **upholding the decision** or **turning down your appeal**.) In this case, the independent review organization will send you a letter:
 - Explaining its decision.

- Notifying you of the right to a Level 3 appeal if the dollar value of the medical care coverage meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
- Telling you how to file a Level 3 appeal.

Step 3: If your case meets the requirements, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter explains the Level 3, 4, and 5 appeals processes.

Section 5.5 What if you are asking us to pay you for our share of a bill you have received for medical care?

Chapter 7 describes when you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

Asking for reimbursement is asking for a coverage decision from us

If you send us the paperwork asking for reimbursement, you are asking for a coverage decision. To make this decision, we will check to see if the medical care you paid for is covered. We will also check to see if you followed all the rules for using your coverage for medical care.

- **If we say yes to your request:** If the medical care is covered and you followed all the rules, we will send you the payment for our share of the cost within 60 calendar days after we receive your request. If you haven't paid for the medical care, we will send the payment directly to the provider.
- **If we say no to your request:** If the medical care is *not* covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the medical care and the reasons why.

If you do not agree with our decision to turn you down, **you can make an appeal**. If you make an appeal, it means you are asking us to change the coverage decision we made when we turned down your request for payment.

To make this appeal, follow the process for appeals that we describe in Section 5.3. For appeals concerning reimbursement, please note:

- We must give you our answer within 60 calendar days after we receive your appeal. If you are asking us to pay you back for medical care you have already received and paid for, you are not allowed to ask for a fast appeal.

- If the independent review organization decides we should pay, we must send you or the provider the payment within 30 calendar days. If the answer to your appeal is yes at any stage of the appeals process after Level 2, we must send the payment you requested to you or to the provider within 60 calendar days.

SECTION 6 Your Part D prescription drugs: How to ask for a coverage decision or make an appeal

Section 6.1 This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug

Your benefits include coverage for many prescription drugs. To be covered, the drug must be used for a medically accepted indication. (See Chapter 5 for more information about a medically accepted indication.) For details about Part D drugs, rules, restrictions, and costs please see Chapters 5 and 6. **This section is about your Part D drugs only.** To keep things simple, we generally say *drug* in the rest of this section, instead of repeating *covered outpatient prescription drug* or *Part D drug* every time. We also use the term “Drug List” instead of *List of Covered Drugs* or *Formulary*.

- If you do not know if a drug is covered or if you meet the rules, you can ask us. Some drugs require that you get approval from us before we will cover it.
- If your pharmacy tells you that your prescription cannot be filled as written, the pharmacy will give you a written notice explaining how to contact us to ask for a coverage decision.

Part D coverage decisions and appeals

| Legal Term |
|--|
| An initial coverage decision about your Part D drugs is called a coverage determination . |

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs. This section tells what you can do if you are in any of the following situations:

- Asking to cover a Part D drug that is not on the plan’s *List of Covered Drugs*. **Ask for an exception. Section 6.2**
- Asking to waive a restriction on the plan’s coverage for a drug (such as limits on the amount of the drug you can get). **Ask for an exception. Section 6.2**
- Asking to get pre-approval for a drug. **Ask for a coverage decision. Section 6.4**
- Pay for a prescription drug you already bought. **Ask us to pay you back. Section 6.4**

If you disagree with a coverage decision we have made, you can appeal our decision.

This section tells you both how to ask for coverage decisions and how to request an appeal.

Section 6.2 What is an exception?

| Legal Terms |
|--|
| Asking for coverage of a drug that is not on the “Drug List” is sometimes called asking for a formulary exception . |
| Asking for removal of a restriction on coverage for a drug is sometimes called asking for a formulary exception . |
| Asking to pay a lower price for a covered non-preferred drug is sometimes called asking for a tiering exception . |

If a drug is not covered in the way you would like it to be covered, you can ask us to make an **exception**. An exception is a type of coverage decision.

For us to consider your exception request, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. Here are two examples of exceptions that you or your doctor or other prescriber can ask us to make:

1. **Covering a Part D drug for you that is not on our “Drug List.”** If we agree to cover a drug not on the “Drug List,” you will need to pay the cost-sharing amount that applies to all of our drugs. You cannot ask for an exception to the cost-sharing amount we require you to pay for the drug.
2. **Removing a restriction for a covered drug.** Chapter 5 describes the extra rules or restrictions that apply to certain drugs on our “Drug List.”

Section 6.3 Important things to know about asking for exceptions

Your doctor must tell us the medical reasons

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, our “Drug List” includes more than one drug for treating a particular condition. These different possibilities are called **alternative** drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally *not* approve your request for an exception.

We can say yes or no to your request

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.

- If we say no to your request, you can ask for another review by making an appeal.

Section 6.4 Step-by-step: How to ask for a coverage decision, including an exception

| Legal Term |
|---|
| A fast coverage decision is called an expedited coverage determination . |

Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

Standard coverage decisions are made within **72 hours** after we receive your doctor's statement. **Fast coverage decisions** are made within **24 hours** after we receive your doctor's statement.

If your health requires it, ask us to give you a fast coverage decision. To get a fast coverage decision, you must meet two requirements:

- You must be asking for a drug you have not yet received. (You cannot ask for fast coverage decision to be paid back for a drug you have already bought.)
- Using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- **If your doctor or other prescriber tells us that your health requires a fast coverage decision, we will automatically give you a fast coverage decision.**
- **If you ask for a fast coverage decision on your own, without your doctor or prescriber's support, we will decide whether your health requires that we give you a fast coverage decision.** If we do not approve a fast coverage decision, we will send you a letter that:
 - Explains that we will use the standard deadlines.
 - Explains if your doctor or other prescriber asks for the fast coverage decision, we will automatically give you a fast coverage decision.
 - Tells you how you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. We will answer your complaint within 24 hours of receipt.

Step 2: Request a standard coverage decision or a fast coverage decision.

Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You can also access the coverage decision process through our website. We must accept any written request, including a request submitted on the *CMS Model Coverage Determination Request* form or on our plan's form, which are available on our website. Chapter 2 has contact information. **A request can be submitted**

through our website via email to: medicarepartdparequests@express-scripts.com. To assist us in processing your request, please be sure to include your name, contact information, and information identifying which denied claim is being appealed.

You, your doctor (or other prescriber), or your representative can do this. You can also have a lawyer act on your behalf. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

- **If you are requesting an exception, provide the supporting statement** which is the medical reasons for the exception. Your doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary.

Step 3: We consider your request and give you our answer.

Deadlines for a fast coverage decision

- We must generally give you our answer **within 24 hours** after we receive your request.
 - For exceptions, we will give you our answer within 24 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor's statement supporting your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about a drug you have not yet received

- We must generally give you our answer **within 72 hours** after we receive your request.
 - For exceptions, we will give you our answer within 72 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we must **provide the coverage** we have agreed to provide **within 72 hours** after we receive your request or doctor's statement supporting your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not meet this deadline, we are required to send your request to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 14 calendar days after we receive your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Step 4: If we say no to your coverage request, you can make an appeal.

- If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the drug coverage you want. If you make an appeal, it means you are going to Level 1 of the appeals process.

Section 6.5 Step-by-step: How to make a Level 1 appeal

| Legal Terms |
|---|
| An appeal to the plan about a Part D drug coverage decision is called a plan redetermination . |
| A fast appeal is also called an expedited redetermination . |

Step 1: Decide if you need a standard appeal or a fast appeal.

A standard appeal is usually made within 7 days. A fast appeal is generally made within 72 hours. If your health requires it, ask for a fast appeal.

- If you are appealing a decision, we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.4 of this chapter.

Step 2: You, your representative, doctor, or other prescriber must contact us and make your Level 1 appeal. If your health requires a quick response, you must ask for a fast appeal.

- **For standard appeals, submit a written request or call us at 1-855-826-7226.** Chapter 2 has contact information.
- **For fast appeals, either submit your appeal in writing or you may call us at 1-855-826-7226.** Chapter 2 has contact information.

- **We must accept any written request**, including a request submitted on the *CMS Model Coverage Determination Request Form*, which is available on our website. Please be sure to include your name, contact information, and information regarding your claim to assist us in processing your request.
- **Members and Providers can submit appeal requests electronically** to the below website address: www.scanhealthplan.com/file-an-appeal.
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information in your appeal and add more information.** You and your doctor may add more information to support your appeal.

Step 3: We consider your appeal and we give you our answer.

- When we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlines for a fast appeal

- For fast appeals, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires us to.
 - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal for a drug you have not yet received

- For standard appeals, we must give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if you have not received the drug yet and your health condition requires us to do so.
 - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.

- **If our answer is yes to part or all of what you requested**, we must provide the coverage as quickly as your health requires, but no later than **7 calendar days** after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not meet this deadline, we are required to send your request to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within **30 calendar days** after we receive your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Step 4: If we say no to your appeal, you decide if you want to continue with the appeals process and make *another* appeal.

- If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process.

Section 6.6 Step-by-step: How to make a Level 2 appeal

| Legal Term |
|---|
| The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE . |

The **independent review organization** is an independent organization hired by Medicare. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: You (or your representative or your doctor or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include **instructions on how to make a Level 2 appeal** with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the review organization. If, however, we did not complete our review within the applicable timeframe, or make an unfavorable decision regarding **at-risk** determination under our drug management program, we will automatically forward your claim to the IRE.

- We will send the information about your appeal to this organization. This information is called your **case file**. **You have the right to ask us for a copy of your case file.**
- You have a right to give the independent review organization additional information to support your appeal.

Step 2: The independent review organization reviews your appeal.

Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

Deadlines for fast appeal

- If your health requires it, ask the independent review organization for a fast appeal.
- If the organization agrees to give you a fast appeal, the organization must give you an answer to your Level 2 appeal **within 72 hours** after it receives your appeal request.

Deadlines for standard appeal

- For standard appeals, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** after it receives your appeal if it is for a drug you have not yet received. If you are requesting that we pay you back for a drug you have already bought, the review organization must give you an answer to your Level 2 appeal **within 14 calendar days** after it receives your request.

Step 3: The independent review organization gives you their answer.

For fast appeals:

- **If the independent review organization says yes to part or all of what you requested**, we must provide the drug coverage that was approved by the review organization **within 24 hours** after we receive the decision from the review organization.

For standard appeals:

- **If the independent review organization says yes to part or all of your request for coverage**, we must **provide the drug coverage** that was approved by the review organization **within 72 hours** after we receive the decision from the review organization.
- **If the independent review organization says yes to part or all of your request to pay you back** for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive the decision from the review organization.

What if the review organization says no to your appeal?

If this organization says no to **part or all of** your appeal, it means they agree with our decision not to approve your request (or part of your request). (This is called **upholding the decision**.)

It is also called **turning down your appeal**.) In this case, the independent review organization will send you a letter:

- Explaining its decision.
- Notifying you of the right to a Level 3 appeal if the dollar value of the drug coverage you are requesting meets a certain minimum. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final.
- Telling you the dollar value that must be in dispute to continue with the appeals process.

Step 4: If your case meets the requirements, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If you want to go on to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 7 How to ask us to cover a longer inpatient hospital stay if you think you are being discharged too soon

When you are admitted to a hospital, you have the right to get all of your covered hospital services that are necessary to diagnose and treat your illness or injury.

During your covered hospital stay, your doctor and the hospital staff will be working with you to prepare for the day when you will leave the hospital. They will help arrange for care you may need after you leave.

- The day you leave the hospital is called your **discharge date**.
- When your discharge date is decided, your doctor or the hospital staff will tell you.
- If you think you are being asked to leave the hospital too soon, you can ask for a longer hospital stay, and your request will be considered.

Section 7.1 During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

Within two days of being admitted to the hospital, you will be given a written notice called *An Important Message from Medicare about Your Rights*. Everyone with Medicare gets a copy of this notice. If you do not get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, please call Member

Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

- 1. Read this notice carefully and ask questions if you don't understand it.** It tells you:
 - Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
 - Your right to be involved in any decisions about your hospital stay.
 - Where to report any concerns you have about the quality of your hospital care.
 - Your right to **request an immediate review** of the decision to discharge you if you think you are being discharged from the hospital too soon. This is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time.
- 2. You will be asked to sign the written notice to show that you received it and understand your rights.**
 - You or someone who is acting on your behalf will be asked to sign the notice.
 - Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Signing the notice **does not mean** you are agreeing on a discharge date.
- 3. Keep your copy** of the notice handy so you will have the information about making an appeal (or reporting a concern about quality of care) if you need it.
 - If you sign the notice more than two days before your discharge date, you will get another copy before you are scheduled to be discharged.
 - To look at a copy of this notice in advance, you can call Member Services or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see the notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.

Section 7.2 Step-by-step: How to make a Level 1 appeal to change your hospital discharge date

If you want to ask for your inpatient hospital services to be covered by us for a longer time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.**
- **Meet the deadlines.**
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

During a Level 1 appeal, the Quality Improvement Organization reviews your appeal. It checks to see if your planned discharge date is medically appropriate for you.

The **Quality Improvement Organization** is a group of doctors and other health care professionals paid by the Federal government to check on and help improve the quality of care for people with Medicare. This includes reviewing hospital discharge dates for people with Medicare. These experts are not part of our plan.

Step 1: Contact the Quality Improvement Organization for your state and ask for an immediate review of your hospital discharge. You must act quickly.

How can you contact this organization?

- The written notice you received (*An Important Message from Medicare About Your Rights*) tells you how to reach this organization. Or find the name, address, and phone number of the Quality Improvement Organization for your state in Chapter 2.

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge**.
 - **If you meet this deadline**, you may stay in the hospital *after* your discharge date *without paying for it* while you wait to get the decision from the Quality Improvement Organization.
 - **If you do not meet this deadline**, and you decide to stay in the hospital after your planned discharge date, *you may have to pay all of the costs* for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 7.4.

Once you request an immediate review of your hospital discharge the Quality Improvement Organization will contact us. By noon of the day after we are contacted, we will give you a **Detailed Notice of Discharge**. This notice gives your planned discharge date and explains in detail the reasons why your doctor, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

You can get a sample of the **Detailed Notice of Discharge** by calling Member Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048.) Or you can see a sample notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.

Step 2: The Quality Improvement Organization conducts an independent review of your case.

- Health professionals at the Quality Improvement Organization (the *reviewers*) will ask you (or your representative) why you believe coverage for the services should continue. You don't have to prepare anything in writing, but you may do so if you wish.

- The reviewers will also look at your medical information, talk with your doctor, and review information that the hospital and we have given to them.
- By noon of the day after the reviewers told us of your appeal, you will get a written notice from us that gives your planned discharge date. This notice also explains in detail the reasons why your doctor, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

Step 3: Within one full day after it has all the needed information, the Quality Improvement Organization will give you its answer to your appeal.

What happens if the answer is yes?

- If the review organization says **yes**, **we must keep providing your covered inpatient hospital services for as long as these services are medically necessary.**
- You will have to keep paying your share of the costs (such as deductibles or copayments if these apply). In addition, there may be limitations on your covered hospital services.

What happens if the answer is no?

- If the review organization says **no**, they are saying that your planned discharge date is medically appropriate. If this happens, **our coverage for your inpatient hospital services will end** at noon on the day *after* the Quality Improvement Organization gives you its answer to your appeal.
- If the review organization says **no** to your appeal and you decide to stay in the hospital, then **you may have to pay the full cost** of hospital care you receive after noon on the day after the Quality Improvement Organization gives you its answer to your appeal.

Step 4: If the answer to your Level 1 appeal is no, you decide if you want to make another appeal.

- If the Quality Improvement Organization has said **no** to your appeal, *and* you stay in the hospital after your planned discharge date, then you can make another appeal. Making another appeal means you are going on to **Level 2** of the appeals process.

Section 7.3 Step-by-step: How to make a Level 2 appeal to change your hospital discharge date

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at their decision on your first appeal. If the Quality Improvement Organization turns down your Level 2 appeal, you may have to pay the full cost for your stay after your planned discharge date.

Step 1: Contact the Quality Improvement Organization again and ask for another review.

- You must ask for this review **within 60 calendar days** after the day the Quality Improvement Organization said *no* to your Level 1 appeal. You can ask for this review only if you stay in the hospital after the date that your coverage for the care ended.

Step 2: The Quality Improvement Organization does a second review of your situation.

- Reviewers at the Quality Improvement Organization will take another careful look at all of the information related to your appeal.

Step 3: Within 14 calendar days of receipt of your request for a Level 2 appeal, the reviewers will decide on your appeal and tell you their decision.

If the review organization says yes:

- **We must reimburse you** for our share of the costs of hospital care you have received since noon on the day after the date your first appeal was turned down by the Quality Improvement Organization. **We must continue providing coverage for your inpatient hospital care for as long as it is medically necessary.**
- You must continue to pay your share of the costs and coverage limitations may apply.

If the review organization says no:

- It means they agree with the decision they made on your Level 1 appeal. This is called upholding the decision.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process.

Step 4: If the answer is no, you will need to decide whether you want to take your appeal further by going on to Level 3.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 7.4 What if you miss the deadline for making your Level 1 appeal to change your hospital discharge date?

| Legal Term |
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| A fast review (or fast appeal) is also called an expedited appeal . |

You can appeal to us instead

As explained above, you must act quickly to start your Level 1 appeal of your hospital discharge date. If you miss the deadline for contacting the Quality Improvement Organization, there is another way to make your appeal.

If you use this other way of making your appeal, *the first two levels of appeal are different.*

Step-by-Step: How to make a Level 1 *Alternate* appeal

Step 1: Contact us and ask for a fast review.

- **Ask for a fast review.** This means you are asking us to give you an answer using the fast deadlines rather than the standard deadlines. Chapter 2 has contact information.

Step 2: We do a fast review of your planned discharge date, checking to see if it was medically appropriate.

- During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate. We see if the decision about when you should leave the hospital was fair and followed all the rules.

Step 3: We give you our decision within 72 hours after you ask for a fast review.

- **If we say yes to your appeal,** it means we have agreed with you that you still need to be in the hospital after the discharge date. We will keep providing your covered inpatient hospital services for as long as they are medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. (You must pay your share of the costs and there may be coverage limitations that apply.)
- **If we say no to your appeal,** we are saying that your planned discharge date was medically appropriate. Our coverage for your inpatient hospital services ends as of the day we said coverage would end.
 - If you stayed in the hospital *after* your planned discharge date, then **you may have to pay the full cost** of hospital care you received after the planned discharge date.

Step 4: If we say *no* to your appeal, your case will *automatically* be sent on to the next level of the appeals process.

Step-by-Step: Level 2 *Alternate* appeal Process

| Legal Term |
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| The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE . |

The independent review organization is an independent organization hired by Medicare. It is not connected with our plan and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: We will automatically forward your case to the independent review organization.

- We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 10 of this chapter tells how to make a complaint.)

Step 2: The independent review organization does a fast review of your appeal. The reviewers give you an answer within 72 hours.

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal of your hospital discharge.
- **If this organization says yes to your appeal**, then we must pay you back for our share of the costs of hospital care you received since the date of your planned discharge. We must also continue the plan's coverage of your inpatient hospital services for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- **If this organization says no to your appeal**, it means they agree that your planned hospital discharge date was medically appropriate.
 - The written notice you get from the independent review organization will tell how to start a Level 3 appeal with the review process, which is handled by an Administrative Law Judge or attorney adjudicator.

Step 3: If the independent review organization turns down your appeal, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 appeal, you decide whether to accept their decision or go on to Level 3 appeal.
- Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 8 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 8.1 *This section is only about three services:* Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services

When you are getting covered **home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility)**, you have the right to keep getting your services for that type of care for as long as the care is needed to diagnose and treat your illness or injury.

When we decide it is time to stop covering any of the three types of care for you, we are required to tell you in advance. When your coverage for that care ends, *we will stop paying our share of the cost for your care.*

If you think we are ending the coverage of your care too soon, **you can appeal our decision.** This section tells you how to ask for an appeal.

Section 8.2 We will tell you in advance when your coverage will be ending

| Legal Term |
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| Notice of Medicare Non-Coverage. It tells you how you can request a fast-track appeal . Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care. |
|--|

- 1. You receive a notice in writing** at least two days before our plan is going to stop covering your care. The notice tells you:
 - The date when we will stop covering the care for you.
 - How to request a fast track appeal to request us to keep covering your care for a longer period of time.
- 2. You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it.** Signing the notice shows *only* that you have received the information about when your coverage will stop. **Signing it does not mean you agree** with the plan's decision to stop care.

Section 8.3 Step-by-step: How to make a Level 1 appeal to have our plan cover your care for a longer time

If you want to ask us to cover your care for a longer period of time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.**
- **Meet the deadlines.**
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

During a Level 1 appeal, the Quality Improvement Organization reviews your appeal. It decides if the end date for your care is medically appropriate.

The **Quality Improvement Organization** is a group of doctors and other health care experts paid by the Federal government to check on and help improve the quality of care for people with Medicare. This includes reviewing plan decisions about when it's time to stop covering certain kinds of medical care. These experts are not part of our plan.

Step 1: Make your Level 1 appeal: contact the Quality Improvement Organization and ask for a *fast-track appeal*. You must act quickly.

How can you contact this organization?

- The written notice you received (*Notice of Medicare Non-Coverage*) tells you how to reach this organization. Or find the name, address, and phone number of the Quality Improvement Organization for your state in Chapter 2.

Act quickly:

- You must contact the Quality Improvement Organization to start your appeal **by noon of the day before the effective date** on the *Notice of Medicare Non-Coverage*.
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 8.5.

Step 2: The Quality Improvement Organization conducts an independent review of your case.

| Legal Term |
|---|
| Detailed Explanation of Non-Coverage. Notice that provides details on reasons for ending coverage. |

What happens during this review?

- Health professionals at the Quality Improvement Organization (the reviewers) will ask you, or your representative, why you believe coverage for the services should continue. You don't have to prepare anything in writing, but you may do so if you wish.
- The review organization will also look at your medical information, talk with your doctor, and review information that our plan has given to them.
- By the end of the day the reviewers tell us of your appeal, you will get the **Detailed Explanation of Non-Coverage** from us that explains in detail our reasons for ending our coverage for your services.

Step 3: Within one full day after they have all the information they need; the reviewers will tell you their decision.

What happens if the reviewers say yes?

- If the reviewers say *yes* to your appeal, then **we must keep providing your covered services for as long as it is medically necessary.**
- You will have to keep paying your share of the costs (such as deductibles or copayments, if these apply). There may be limitations on your covered services.

What happens if the reviewers say no?

- If the reviewers say *no*, then **your coverage will end on the date we have told you.**
- If you decide to keep getting the home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* this date when your coverage ends, then **you will have to pay the full cost** of this care yourself.

Step 4: If the answer to your Level 1 appeal is no, you decide if you want to make another appeal.

- If reviewers say *no* to your Level 1 appeal – and you choose to continue getting care after your coverage for the care has ended – then you can make a Level 2 appeal.

Section 8.4 Step-by-step: How to make a Level 2 appeal to have our plan cover your care for a longer time

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at the decision on your first appeal. If the Quality Improvement Organization turns down your Level 2 appeal, you may have to pay the full cost for your home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end.

Step 1: Contact the Quality Improvement Organization again and ask for another review.

- You must ask for this review **within 60 days** after the day when the Quality Improvement Organization said *no* to your Level 1 appeal. You can ask for this review only if you continued getting care after the date that your coverage for the care ended.

Step 2: The Quality Improvement Organization does a second review of your situation.

- Reviewers at the Quality Improvement Organization will take another careful look at all of the information related to your appeal.

Step 3: Within 14 days of receipt of your appeal request, reviewers will decide on your appeal and tell you their decision.

What happens if the review organization says yes?

- **We must reimburse you** for our share of the costs of care you have received since the date when we said your coverage would end. **We must continue providing coverage** for the care for as long as it is medically necessary.
- You must continue to pay your share of the costs and there may be coverage limitations that apply.

What happens if the review organization says no?

- It means they agree with the decision made to your Level 1 appeal.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

Step 4: If the answer is no, you will need to decide whether you want to take your appeal further.

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 8.5 What if you miss the deadline for making your Level 1 appeal?

You can appeal to us instead

As explained above, you must act quickly to contact the Quality Improvement Organization to start your first appeal (within a day or two, at the most). If you miss the deadline for contacting this organization, there is another way to make your appeal. If you use this other way of making your appeal, *the first two levels of appeal are different.*

Step-by-Step: How to make a Level 1 *Alternate* appeal

| Legal Term |
|--|
| A fast review (or fast appeal) is also called an expedited appeal . |

Step 1: Contact us and ask for a fast review.

- **Ask for a fast review.** This means you are asking us to give you an answer using the fast deadlines rather than the standard deadlines. Chapter 2 has contact information.

Step 2: We do a fast review of the decision we made about when to end coverage for your services.

- During this review, we take another look at all of the information about your case. We check to see if we were following all the rules when we set the date for ending the plan's coverage for services you were receiving.

Step 3: We give you our decision within 72 hours after you ask for a fast review.

- **If we say yes to your appeal,** it means we have agreed with you that you need services longer, and will keep providing your covered services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. (You must pay your share of the costs and there may be coverage limitations that apply.)
- **If we say no to your appeal,** then your coverage will end on the date we told you and we will not pay any share of the costs after this date.
- If you continued to get home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end, then **you will have to pay the full cost** of this care.

Step 4: If we say *no* to your fast appeal, your case will *automatically* go on to the next level of the appeals process.

| Legal Term |
|---|
| The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE . |

Step-by-Step: Level 2 *Alternate* appeal Process

During the Level 2 appeal, the **independent review organization** reviews the decision we made to your fast appeal. This organization decides whether the decision should be changed. **The independent review organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency.

This organization is a company chosen by Medicare to handle the job of being the independent review organization. Medicare oversees its work.

Step 1: We automatically forward your case to the independent review organization.

- We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 10 of this chapter tells how to make a complaint.)

Step 2: The independent review organization does a fast review of your appeal. The reviewers give you an answer within 72 hours.

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.
- **If this organization says yes to your appeal**, then we must pay you back for our share of the costs of care you have received since the date when we said your coverage would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover services.
- **If this organization says no to your appeal**, it means they agree with the decision our plan made to your first appeal and will not change it.
 - The notice you get from the independent review organization will tell you in writing what you can do if you wish to go on to a Level 3 appeal.

Step 3: If the independent review organization says no to your appeal, you choose whether you want to take your appeal further.

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- A Level 3 appeal is reviewed by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 9 Taking your appeal to Level 3 and beyond

Section 9.1 Appeal Levels 3, 4 and 5 for Medical Service Requests

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 appeal, and both of your appeals have been turned down.

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than

the minimum level, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain how to make a Level 3 appeal.

For most situations that involve appeals, the last three levels of appeal work in much the same way. Here is who handles the review of your appeal at each of these levels.

Level 3 appeal An Administrative Law Judge or an attorney adjudicator who works for the Federal government will review your appeal and give you an answer.

- **If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process *may* or *may not* be over.** Unlike a decision at a Level 2 appeal, we have the right to appeal a Level 3 decision that is favorable to you. If we decide to appeal, it will go to a Level 4 appeal.
 - If we decide *not* to appeal, we must authorize or provide you with the medical care within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
 - If we decide to appeal the decision, we will send you a copy of the Level 4 appeal request with any accompanying documents. We may wait for the Level 4 appeal decision before authorizing or providing the medical care in dispute.
- **If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process *may* or *may not* be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

Level 4 appeal The Medicare Appeals Council (Council) will review your appeal and give you an answer. The Council is part of the Federal government.

- **If the answer is yes, or if the Council denies our request to review a favorable Level 3 appeal decision, the appeals process *may* or *may not* be over.** Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.
 - If we decide *not* to appeal the decision, we must authorize or provide you with the medical care within 60 calendar days after receiving the Council's decision.
 - If we decide to appeal the decision, we will let you know in writing.
- **If the answer is no or if the Council denies the review request, the appeals process *may* or *may not* be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.

- If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 appeal and how to continue with a Level 5 appeal.

Level 5 appeal A judge at the **Federal District Court** will review your appeal.

- A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

Section 9.2 Appeal Levels 3, 4 and 5 for Part D Drug Requests

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 appeal, and both of your appeals have been turned down.

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain who to contact and what to do to ask for a Level 3 appeal.

For most situations that involve appeals, the last three levels of appeal work in much the same way. Here is who handles the review of your appeal at each of these levels.

Level 3 appeal An **Administrative Law Judge or an attorney adjudicator who works for the Federal government** will review your appeal and give you an answer.

- **If the answer is yes, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge or attorney adjudicator **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process *may* or *may not* be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

Level 4 appeal The **Medicare Appeals Council (Council)** will review your appeal and give you an answer. The Council is part of the Federal government.

- **If the answer is yes, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Council **within 72 hours (24 hours for**

expedited appeals) or make payment no later than 30 calendar days after we receive the decision.

- **If the answer is no, the appeals process *may* or *may not* be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice will tell you whether the rules allow you to go on to a Level 5 appeal. It will also tell you who to contact and what to do next if you choose to continue with your appeal.

Level 5 appeal A judge at the **Federal District Court** will review your appeal.

- A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

MAKING COMPLAINTS

SECTION 10 How to make a complaint about quality of care, waiting times, customer service, or other concerns

Section 10.1 What kinds of problems are handled by the complaint process?

The complaint process is *only* used for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service. Here are examples of the kinds of problems handled by the complaint process.

| Complaint | Example |
|---|--|
| Quality of your medical care | <ul style="list-style-type: none">• Are you unhappy with the quality of the care you have received (including care in the hospital)? |
| Respecting your privacy | <ul style="list-style-type: none">• Did someone not respect your right to privacy or share confidential information? |
| Disrespect, poor customer service, or other negative behaviors | <ul style="list-style-type: none">• Has someone been rude or disrespectful to you?• Are you unhappy with our Member Services?• Do you feel you are being encouraged to leave the plan? |

Chapter 9 What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

| Complaint | Example |
|---|--|
| Waiting times | <ul style="list-style-type: none"> • Are you having trouble getting an appointment, or waiting too long to get it? • Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan? <ul style="list-style-type: none"> ◦ Examples include waiting too long on the phone, in the waiting or exam room, or getting a prescription. |
| Cleanliness | <ul style="list-style-type: none"> • Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office? |
| Information you get from us | <ul style="list-style-type: none"> • Did we fail to give you a required notice? • Is our written information hard to understand? |
| Timeliness (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals) | <p>If you have asked for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can make a complaint about our slowness. Here are examples:</p> <ul style="list-style-type: none"> • You asked us for a fast coverage decision or a fast appeal, and we have said no; you can make a complaint. • You believe we are not meeting the deadlines for coverage decisions or appeals; you can make a complaint. • You believe we are not meeting deadlines for covering or reimbursing you for certain medical items or services or drugs that were approved; you can make a complaint. • You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint. |

Section 10.2 How to make a complaint

| Legal Terms |
|--|
| <ul style="list-style-type: none"> • A Complaint is also called a grievance. • Making a complaint is also called filing a grievance. • Using the process for complaints is also called using the process for filing a grievance. • A fast complaint is also called an expedited grievance. |

Section 10.3 Step-by-step: Making a complaint

Step 1: Contact us promptly – either by phone or in writing.

- **Usually, calling Member Services is the first step.** If there is anything else you need to do, Member Services will let you know.
- **If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to us.** If you put your complaint in writing, we will respond to your complaint in writing.
- Member Services can be reached at 1-855-826-7226, TTY 711. Contact us from 8 a.m. to 8 p.m., seven days a week from October 1 to March 31. From April 1 to September 30, hours are 8 a.m. to 8 p.m., Monday through Friday. Messages received on holidays and outside of our business hours will be returned within one business day
- The **deadline** for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

Step 2: We look into your complaint and give you our answer.

- **If possible, we will answer you right away.** If you call us with a complaint, we may be able to give you an answer on the same phone call.
- **Most complaints are answered within 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- **If you are making a complaint because we denied your request for a fast coverage decision or a fast appeal, we will automatically give you a fast complaint.** If you have a fast complaint, it means we will give you **an answer within 24 hours.**
- **If we do not agree** with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will include our reasons in our response to you.

Section 10.4 You can also make complaints about quality of care to the Quality Improvement Organization

When your complaint is about *quality of care*, you also have two extra options:

- **You can make your complaint directly to the Quality Improvement Organization.** The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. Chapter 2 has contact information.
- Or*
- **You can make your complaint to both the Quality Improvement Organization and us at the same time.**

Section 10.5 You can also tell Medicare about your complaint

You can submit a complaint about SCAN Strive directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

CHAPTER 10:

Ending your membership in the plan

SECTION 1 Introduction to ending your membership in our plan

Ending your membership in SCAN Strive may be **voluntary** (your own choice) or **involuntary** (not your own choice):

- You might leave our plan because you have decided that you *want* to leave. Sections 2 and 3 provide information on ending your membership voluntarily.
- There are also limited situations where we are required to end your membership. Section 5 tells you about situations when we must end your membership.

If you are leaving our plan, our plan must continue to provide your medical care and prescription drugs and you will continue to pay your cost share until your membership ends.

SECTION 2 When can you end your membership in our plan?

Section 2.1 You can end your membership during the Annual Enrollment Period

You can end your membership in our plan during the **Annual Enrollment Period** (also known as the **Annual Open Enrollment Period**). During this time, review your health and drug coverage and decide about coverage for the upcoming year.

- **The Annual Enrollment Period** is from **October 15 to December 7**.
- **Choose to keep your current coverage or make changes to your coverage for the upcoming year.** If you decide to change to a new plan, you can choose any of the following types of plans:
 - Another Medicare health plan, with or without prescription drug coverage.
 - Original Medicare *with* a separate Medicare prescription drug plan.
 - Original Medicare *without* a separate Medicare prescription drug plan.
 - If you choose this option, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 or more days in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

- **Your membership will end in our plan** when your new plan's coverage begins on January 1.

Section 2.2 You can end your membership during the Medicare Advantage Open Enrollment Period

You have the opportunity to make *one* change to your health coverage during the **Medicare Advantage Open Enrollment Period**.

- **The annual Medicare Advantage Open Enrollment Period** is from January 1 to March 31.
- **During the annual Medicare Advantage Open Enrollment Period** you can:
 - Switch to another Medicare Advantage Plan with or without prescription drug coverage.
 - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.
- **Your membership will end** on the first day of the month after you enroll in a different Medicare Advantage plan or we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

Section 2.3 In certain situations, you can end your membership during a Special Enrollment Period

In certain situations, members of SCAN Strive may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

You may be eligible to end your membership during a Special Enrollment Period if any of the following situations apply to you. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (www.medicare.gov):

- Usually, when you have moved.
- If you have Centennial Care (Medicaid).
- If you are eligible for “Extra Help” with paying for your Medicare prescriptions.
- If we violate our contract with you.
- If you are getting care in an institution, such as a nursing home or long-term care (LTC) hospital.
- If you enroll in the Program of All-inclusive Care for the Elderly (PACE).
- **Note:** If you’re in a drug management program, you may not be able to change plans. Chapter 5, Section 10 tells you more about drug management programs.

The enrollment time periods vary depending on your situation.

To find out if you are eligible for a Special Enrollment Period, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. You can choose:

- Another Medicare health plan with or without prescription drug coverage.
- Original Medicare *with* a separate Medicare prescription drug plan.
- – *or* – Original Medicare *without* a separate Medicare prescription drug plan.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Your membership will usually end on the first day of the month after your request to change your plan is received.

If you receive “Extra Help” from Medicare to pay for your prescription drugs: If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Section 2.4 Where can you get more information about when you can end your membership?

If you have any questions about ending your membership you can:

- **Call Member Services.**
- Find the information in the *Medicare & You 2024* handbook.
- Contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

SECTION 3 How do you end your membership in our plan?

The table below explains how you should end your membership in our plan.

| If you would like to switch from our plan to: | This is what you should do: |
|---|--|
| <ul style="list-style-type: none">• Another Medicare health plan. | <ul style="list-style-type: none">• Enroll in the new Medicare health plan.• You will automatically be disenrolled from SCAN Strive when your new plan’s coverage begins. |

| If you would like to switch from our plan to: | This is what you should do: |
|--|---|
| <ul style="list-style-type: none">• Original Medicare <i>with</i> a separate Medicare prescription drug plan. | <ul style="list-style-type: none">• Enroll in the new Medicare prescription drug plan.• You will automatically be disenrolled from SCAN Strive when your new plan's coverage begins. |
| <ul style="list-style-type: none">• Original Medicare <i>without</i> a separate Medicare prescription drug plan. | <ul style="list-style-type: none">• Send us a written request to disenroll. Contact Member Services if you need more information on how to do this.• You can also contact Medicare, at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486-2048.• You will be disenrolled from SCAN Strive when your coverage in Original Medicare begins. |

SECTION 4 Until your membership ends, you must keep getting your medical items, services and drugs through our plan

Until your membership ends, and your new Medicare coverage begins, you must continue to get your medical services, items and prescription drugs through our plan.

- **Continue to use our network providers to receive medical care.**
- **Continue to use our network pharmacies or mail-order to get your prescriptions filled.**
- **If you are hospitalized on the day that your membership ends, your hospital stay will be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).

SECTION 5 SCAN Strive must end your membership in the plan in certain situations

Section 5.1 When must we end your membership in the plan?

SCAN Strive must end your membership in the plan if any of the following happen:

- If you no longer have Medicare Part A and Part B.
- If you move out of our service area.

- If you are away from our service area for more than six months.
 - If you move or take a long trip, call Member Services to find out if the place you are moving or traveling to is in our plan's area.
- You do not meet the plan's special eligibility requirements.
 - You will be disenrolled from SCAN Strive within 60 days of no longer having diabetes, chronic or congestive heart failure, cardiac arrhythmia, chronic venous thromboembolic disorder, coronary artery disease or peripheral vascular disease.
 - If you no longer have the qualifying condition, or if we are unable to verify your qualifying condition with your provider.
- If you become incarcerated (go to prison).
- If you are no longer a United States citizen or lawfully present in the United States.
- If you lie or withhold information about other insurance you have that provides prescription drug coverage.
- If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you let someone else use your membership card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
 - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- If you do not pay the plan premiums for three calendar months.
 - We must notify you in writing that you have three calendar months to pay the plan premium before we end your membership.
- If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan and you will lose prescription drug coverage.

Where can you get more information?

If you have questions or would like more information on when we can end your membership call Member Services.

Section 5.2 **We cannot ask you to leave our plan for any health-related reason, unless you no longer have a medical condition required for enrollment in SCAN Strive.**

In most cases, SCAN Strive cannot ask you to leave our plan for any health-related reason. The only time we are allowed to do this is if you no longer have the medical condition required for enrollment in SCAN Strive.

What should you do if this happens?

If you feel that you are being asked to leave our plan because of a health-related reason, call Medicare at 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week. (TTY 1-877-486-2048).

Section 5.3 **You have the right to make a complaint if we end your membership in our plan**

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership.

CHAPTER 11:

Legal notices

SECTION 1 Notice about governing law

The principal law that applies to this *Evidence of Coverage* document is Title XVIII of the Social Security Act and the regulations created under the Social Security Act by the Centers for Medicare & Medicaid Services, or CMS. In addition, other Federal laws may apply and, under certain circumstances, the laws of the state you live in. This may affect your rights and responsibilities even if the laws are not included or explained in this document.

SECTION 2 Notice about nondiscrimination

We don't discriminate based on race, ethnicity, national origin, color, religion, sex, gender, age, sexual orientation, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare Advantage plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights. You can also review information from the Department of Health and Human Services' Office for Civil Rights at <https://www.hhs.gov/ocr/index.html>.

If you have a disability and need help with access to care, please call us at Member Services. If you have a complaint, such as a problem with wheelchair access, Member Services can help.

SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, SCAN Strive, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

SECTION 4 Binding Arbitration

New members who enroll with SCAN Health Plan New Mexico with an effective date that falls on or after March 1, 2008, receive within their post-enrollment materials an Arbitration Opt-Out Card that they may use to opt out of binding arbitration. These members have one opportunity to opt out of binding arbitration by returning the Arbitration Opt-Out Card to SCAN Health Plan

New Mexico within 60-days of their SCAN Health Plan New Mexico enrollment application date, according to the instructions provided on the card.

The following description of binding arbitration applies to the following members:

- All members enrolled in SCAN Health Plan New Mexico who enrolled with an effective date prior to 3/1/08; and
- All members enrolled in SCAN Health Plan New Mexico with an effective date of 3/1/08 or after who have not expressly opted out of the binding arbitration process by submitting the Arbitration Opt-Out Card that was included within their post-enrollment materials at the time of enrollment.
- For all claims subject to this “Binding Arbitration” provision, both Claimants and Respondents (as defined below) give up the right to a jury or court trial and accept the use of binding arbitration. Insofar as this “Binding Arbitration” provision applies to claims asserted by SCAN Health Plan New Mexico Parties (as defined below), it shall apply retroactively to all unresolved claims that accrued before the effective date of this *Evidence of Coverage*. Such retroactive application shall be binding only on the SCAN Health Plan New Mexico Parties.

Scope of Arbitration

Any dispute shall be submitted to binding arbitration if all of the following requirements are met:

- The claim arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this Evidence of Coverage or a Member Party’s (as defined below) relationship to SCAN Health Plan New Mexico, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services, irrespective of the legal theories upon which the claim is asserted.
- The claim is asserted by one or more Member Parties against one or more SCAN Health Plan New Mexico Parties or by one or more SCAN Health Plan New Mexico Parties against one or more Member Parties.
- The claim is not within the jurisdiction of the small claims court.
- The claim is not subject to a Medicare appeal procedure.

As referred to in this “Binding Arbitration” provision, “Member Parties” include:

- A member.
- A member’s heir, relative, or personal representative.
- Any person claiming that a duty to him or her arises from a member’s relationship to one or more SCAN Health Plan New Mexico Parties.

“SCAN Health Plan New Mexico Parties” include:

- SCAN Health Plan New Mexico.
- SCAN Group and any of its subsidiaries.
- Any employee or agent of any of the foregoing.

“Claimant” refers to a Member Party or a SCAN Health Plan New Mexico Party who asserts a claim as described above. “Respondent” refers to a Member Party or a SCAN Health Plan New Mexico Party against whom a claim is asserted.

Arbitration Administered By JAMS

Claimants shall submit any dispute subject to binding arbitration to JAMS (an organization that provides arbitration services) for resolution by final and binding arbitration before a single arbitrator. Any such dispute will not be resolved by a lawsuit or resort to court process, except as New Mexico law provides for judicial review of arbitration proceedings.

Claimants shall initiate arbitration by submitting a demand for arbitration to JAMS. Please contact JAMS at the telephone number or email address provided below in order to submit a demand for arbitration.

The demand for arbitration shall include the basis of the claim against the Respondents; the amount of damages Claimants seek in the arbitration; the names, addresses, and telephone numbers of the Claimants and their attorneys, if any; and the names of all Respondents. Claimants shall include all claims against Respondents that are based on the same incident, transaction, or related circumstances in the demand for arbitration.

Administration of the arbitration will be performed by JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Claimants and Respondents will endeavor to mutually agree to the appointment of the arbitrator. But if an agreement cannot be reached within thirty (30) days following the date that demand for arbitration is made, the arbitrator appointment procedures in the JAMS Comprehensive Rules and Procedures will be used.

Arbitration hearings will be held in Bernalillo County, New Mexico or at another location that Claimants and Respondents agree to in writing. Civil discovery may be taken in the arbitration as provided by New Mexico law. The arbitrator selected will have the power to control the time, scope, and manner of the taking of discovery. The arbitrator will also have the same powers to enforce the parties’ respective duties concerning discovery as would a District Court of New Mexico, including but not limited to, imposing sanctions. The arbitrator will have the power to grant all remedies provided by New Mexico law.

The arbitrator will prepare in writing an award that includes the legal and factual reasons for the decision. The award will include the allocation of the proceeding's fee and expenses between parties. The requirement of binding arbitration will not preclude a party from seeking a temporary restraining order or preliminary injunction or other provisional remedies from a court with jurisdiction. However, any and all other claims or causes of action, including but not limited to, those seeking damages, will be subject to binding arbitration as provided herein. The Federal Arbitration Act, 9 U.S.C. §§ 1–16, will apply to the arbitration.

Should you have any questions regarding initiating binding arbitration, please contact JAMS at 1-800-352-5267, or on the Internet at www.jamsadr.com.

CHAPTER 12:

Definitions of important words

Ambulatory Surgical Center – An Ambulatory Surgical Center is an entity that operates exclusively for the purpose of furnishing outpatient surgical services to patients not requiring hospitalization and whose expected stay in the center does not exceed 24 hours.

Annual Enrollment Period – The time period of October 15 until December 7 of each year when members can change their health or drug plans or switch to Original Medicare.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost-sharing amount. As a member of SCAN Strive, you only have to pay our plan's cost-sharing amounts when you get services covered by our plan. We do not allow providers to **balance bill** or otherwise charge you more than the amount of cost-sharing your plan says you must pay.

Benefit Period – The way that Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you have not received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. You must pay the inpatient hospital deductible for each benefit period. There is no limit to the number of benefit periods.

Biological Product – A prescription drug that is made from natural and living sources like animal cells, plant cells, bacteria, or yeast. Biological products are more complex than other drugs and cannot be copied exactly, so alternative forms are called biosimilars. Biosimilars generally work just as well, and are as safe, as the original biological products.

Biosimilar – A prescription drug that is considered to be very similar, but not identical, to the original biological product. Biosimilars generally work just as well, and are as safe, as the original biological product; however, biosimilars generally require a new prescription to substitute for the original biological product. Interchangeable biosimilars have met additional requirements that allow them to be substituted for the original biological product at the pharmacy without a new prescription, subject to state laws.

Brand Name Drug – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Brand name drugs have the same active-ingredient formula as the generic version of the drug. However, generic drugs are manufactured and sold by other drug manufacturers and are generally not available until after the patent on the brand name drug has expired.

Catastrophic Coverage Stage – The stage in the Part D Drug Benefit that begins when you (or other qualified parties on your behalf) have spent \$8,000 for Part D covered drugs during the covered year. During this payment stage, the plan pays the full cost for your covered Part D drugs. You pay nothing.

Centennial Care (Medicaid) (or Medical Assistance) – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. State Centennial Care (Medicaid) programs vary, but most health care costs are covered if you qualify for both Medicare and Centennial Care (Medicaid).

Centers for Medicare & Medicaid Services (CMS) – The Federal agency that administers Medicare.

Chronic-Care Special Needs Plan – C-SNPs are SNPs that restrict enrollment to MA eligible individuals who have one or more severe or disabling chronic conditions, as defined under 42 CFR 422.2, including restricting enrollment based on the multiple commonly co-morbid and clinically-linked condition groupings specified in 42 CFR 422.4(a)(1)(iv).

Coinsurance – An amount you may be required to pay, expressed as a percentage (for example 20%) as your share of the cost for services or prescription drugs after you pay any deductibles.

Complaint – The formal name for making a complaint is **filing a grievance**. The complaint process is used *only* for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service you receive. It also includes complaints if your plan does not follow the time periods in the appeal process.

Compound Medication/Compounding – In general, compounding is a practice in which a licensed pharmacist, a licensed physician, or, in the case of an outsourcing facility, a person under the supervision of a licensed pharmacist, combines, mixes, or alters ingredients of a drug to create a medication tailored to the needs of an individual patient.

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

Copayment (or copay) – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor's visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount (for example \$10), rather than a percentage.

Cost-Sharing – Cost-sharing refers to amounts that a member has to pay when services or drugs are received. (This is in addition to the plan's monthly premium.) Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed copayment amount that a plan requires when a specific service or drug is received; or (3) any coinsurance amount, a percentage of the total amount paid for a service or drug, that a plan requires when a specific service or drug is received.

Coverage Determination – A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn't covered

under your plan, that isn't a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called **coverage decisions** in this document.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

Covered Services – The term we use to mean all of the health care services and supplies that are covered by our plan.

Creditable Prescription Drug Coverage – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty, if they decide to enroll in Medicare prescription drug coverage later.

Custodial Care – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care, provided by people who do not have professional skills or training, includes help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn't pay for custodial care.

Daily cost-sharing rate – A daily cost-sharing rate may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your daily cost-sharing rate is \$1 per day.

Deductible – The amount you must pay for health care or prescriptions before our plan pays.

Disenroll or **Disenrollment** – The process of ending your membership in our plan.

Dispensing Fee – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription, such as the pharmacist's time to prepare and package the prescription.

Dual Eligible Special Needs Plans (D-SNP) – D-SNPs enroll individuals who are entitled to both Medicare (title XVIII of the Social Security Act) and medical assistance from a state plan under Medicaid (title XIX). States cover some Medicare costs, depending on the state and the individual's eligibility.

Durable Medical Equipment (DME) – Certain medical equipment that is ordered by your doctor for medical reasons. Examples include: walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

Emergency – A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb, or loss of function of a limb, or loss of or serious impairment to a bodily function. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

Emergency Care – Covered services that are: 1) provided by a provider qualified to furnish emergency services; and 2) needed to treat, evaluate, or stabilize an emergency medical condition.

Evidence of Coverage (EOC) and Disclosure Information – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

Exception – A type of coverage decision that, if approved, allows you to get a drug that is not on our formulary (a formulary exception). You may also request an exception if our plan requires you to try another drug before receiving the drug you are requesting, or if our plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

“Extra Help” – A Medicare or a State program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

Generic Drug – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a generic drug works the same as a brand name drug and usually costs less.

Grievance – A type of complaint you make about our plan, providers, or pharmacies, including a complaint concerning the quality of your care. This does not involve coverage or payment disputes.

Home Health Aide – A person who provides services that do not need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises).

Hospice – A benefit that provides special treatment for a member who has been medically certified as terminally ill, meaning having a life expectancy of 6 months or less. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer.

Hospital Inpatient Stay – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an outpatient.

Income Related Monthly Adjustment Amount (IRMAA) – If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

Independent Physician Association (IPA) – an independent group of physicians and other healthcare providers under contract to provide services to members of SCAN Health Plan New Mexico.

Initial Coverage Limit – The maximum limit of coverage under the Initial Coverage Stage.

Initial Coverage Stage – This is the stage before your total drug costs including amounts you have paid and what your plan has paid on your behalf for the year have reached \$5,030.

Initial Enrollment Period – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

Institutional Equivalent Special Needs Plan (SNP) – A plan that enrolls eligible individuals living in the community but requiring an institutional level of care based on the State assessment. The assessment must be performed using the same respective State level of care assessment tool and administered by an entity other than the organization offering the plan. This type of Special Needs Plan may restrict enrollment to individuals that reside in a contracted assisted living facility (ALF) if necessary to ensure uniform delivery of specialized care.

Institutional Special Needs Plan (SNP) – A plan that enrolls eligible individuals who continuously reside or are expected to continuously reside for 90 days or longer in a long-term care (LTC) facility. These facilities may include a skilled nursing facility (SNF), nursing facility (NF), (SNF/NF), an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), an inpatient psychiatric facility, and/or facilities approved by CMS that furnishes similar long-term, healthcare services that are covered under Medicare Part A, Medicare Part B, or Medicaid; and whose residents have similar needs and healthcare status to the other named facility types. An institutional Special Needs Plan must have a contractual arrangement with (or own and operate) the specific LTC facility(ies).

List of Covered Drugs (Formulary or "Drug List") – A list of prescription drugs covered by the plan.

Low Income Subsidy (LIS) – See "Extra Help."

Maximum Out-of-Pocket Amount – The most that you pay out-of-pocket during the calendar year for in-network covered Part A and Part B services. Amounts you pay for your plan premiums, Medicare Part A and Part B premiums, and prescription drugs do not count toward the maximum out-of-pocket amount.

Medical Group – A group of doctors, hospitals, pharmacies, and other health care experts hired by a health plan to take care of its members. See Chapter 3, Section 1.1 for more information.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books.

Medically Necessary – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

Medicare – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with end-stage renal disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

Medicare Advantage (MA) Plan – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an i) HMO, ii) PPO, iii) a Private Fee-for-Service (PFFS) plan, or a iv) Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a Special Needs Plan (SNP). In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**.

Medicare Advantage Open Enrollment Period – The time period from January 1 until March 31 when members in a Medicare Advantage plan can cancel their plan enrollment and switch to another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time. The Medicare Advantage Open Enrollment Period is also available for a 3-month period after an individual is first eligible for Medicare.

Medicare Cost Plan – A Medicare Cost Plan is a plan operated by a Health Maintenance Organization (HMO) or Competitive Medical Plan (CMP) in accordance with a cost-reimbursed contract under Section 1876(h) of the Act.

Medicare Coverage Gap Discount Program – A program that provides discounts on most covered Part D brand name drugs to Part D members who have reached the Coverage Gap Stage and who are not already receiving “Extra Help.” Discounts are based on agreements between the Federal government and certain drug manufacturers.

Medicare-Covered Services – Services covered by Medicare Part A and Part B. All Medicare health plans must cover all of the services that are covered by Medicare Part A and B. The term Medicare-Covered Services does not include the extra benefits, such as vision, dental or hearing, that a Medicare Advantage plan may offer.

Medicare Health Plan – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who

enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Special Needs Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

Medicare Prescription Drug Coverage (Medicare Part D) – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B.

Medigap (Medicare Supplement Insurance) Policy – Medicare supplement insurance sold by private insurance companies to fill *gaps* in Original Medicare. Medigap policies only work with Original Medicare. (A Medicare Advantage Plan is not a Medigap policy.)

Member (Member of our Plan, or Plan Member) – A person with Medicare who is eligible to get covered services, who has enrolled in our plan, and whose enrollment has been confirmed by the Centers for Medicare & Medicaid Services (CMS).

Member Services – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals.

Network – A group of doctors, hospitals, pharmacies, and other health care experts hired by a health plan to take care of its members. See Chapter 3, Section 1.1 for more information.

Network Pharmacy – A pharmacy that contracts with our plan where members of our plan can get their prescription drug benefits. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

Network Provider – Provider is the general term for doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the State to provide health care services. **Network providers** have an agreement with our plan to accept our payment as payment in full, and in some cases to coordinate as well as provide covered services to members of our plan. Network providers are also called **plan providers**.

Organization Determination – A decision our plan makes about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called coverage decisions in this document.

Original Medicare (Traditional Medicare or Fee-for-service Medicare) – Original Medicare is offered by the government, and not a private health plan like Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

Out-of-Network Pharmacy – A pharmacy that does not have a contract with our plan to coordinate or provide covered drugs to members of our plan. Most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply.

Out-of-Network Provider or Out-of-Network Facility – A provider or facility that does not have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan.

Out-of-Pocket Costs – See the definition for cost-sharing above. A member's cost-sharing requirement to pay for a portion of services or drugs received is also referred to as the member's out-of-pocket cost requirement.

PACE plan – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term services and supports (LTSS) for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible. People enrolled in PACE plans receive both their Medicare and Centennial Care (Medicaid) benefits through the plan.

Part C – see Medicare Advantage (MA) Plan.

Part D – The voluntary Medicare Prescription Drug Benefit Program.

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. Certain categories of drugs have been excluded as covered Part D drugs by Congress. Certain categories of Part D drugs must be covered by every plan.

Part D Late Enrollment Penalty – An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more after you are first eligible to join a Part D plan.

Preferred Provider Organization (PPO) Plan – A Preferred Provider Organization plan is a Medicare Advantage Plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from network or out-of-network providers. Member cost-sharing will generally be higher when plan benefits are received from out-of-network providers. PPO plans have an annual limit on your out-of-pocket costs for services received from network (preferred) providers and a higher limit on your total combined out-of-pocket costs for services from both network (preferred) and out-of-network (non-preferred) providers.

Premium – The periodic payment to Medicare, an insurance company, or a health care plan for health or prescription drug coverage.

Primary Care Provider (PCP) – The doctor or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other health care provider.

Prior Authorization – Approval in advance to get services or certain drugs. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4. Covered drugs that need prior authorization are marked in the formulary.

Prosthetics and Orthotics – Medical devices including, but are not limited to: arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

Quality Improvement Organization (QIO) – A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients.

Quantity Limits – A management tool that is designed to limit the use of selected drugs for quality, safety, or utilization reasons. Limits may be on the amount of the drug that we cover per prescription or for a defined period of time.

Real-Time Benefit Tool – A portal or computer application in which enrollees can look up complete, accurate, timely, clinically appropriate, enrollee-specific formulary and benefit information. This includes cost-sharing amounts, alternative formulary medications that may be used for the same health condition as a given drug, and coverage restrictions (Prior Authorization, Quantity Limits) that apply to alternative medications.

Rehabilitation Services – These services include physical therapy, speech and language therapy, and occupational therapy.

Service Area – A geographic area where you must live to join a particular health plan. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan must disenroll you if you permanently move out of the plan's service area.

Skilled Nursing Facility (SNF) Care – Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor. Skilled care is nursing and therapy care that can only be safely and effectively performed by, or under the supervision of, professionals or technical personnel. It's health care given when you need skilled nursing or skilled therapy to treat, manage, and observe your condition, and evaluate your care.

Special Enrollment Period – A set time when members can change their health or drug plan or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you are getting "Extra Help" with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

Special Needs Plan – A special type of Medicare Advantage Plan that provides more focused health care for specific groups of people, such as those who have both Medicare and Centennial Care (Medicaid), who reside in a nursing home, or who have certain chronic medical conditions.

Supplemental Security Income (SSI) – A monthly benefit paid by Social Security to people with limited income and resources who are disabled, blind, or age 65 and older. SSI benefits are not the same as Social Security benefits.

Urgently Needed Services – Covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

SCAN Health Plan New Mexico complies with applicable federal civil rights laws and does not discriminate, exclude people, or treat them differently on the basis of, or because of, race, color, national origin, age, disability, or sex. SCAN Health Plan New Mexico provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, other formats). SCAN Health Plan New Mexico provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages. If you need these services, contact SCAN Member Services.

If you believe that SCAN Health Plan New Mexico has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by phone, mail, or fax, at:

SCAN Health Plan New Mexico
Attention: Grievance and Appeals Department
P.O. Box 22616
Long Beach, CA 90801-5616

SCAN Member Services
PHONE: 1-855-826-7226
FAX: 1-562-989-0958
TTY: 711

Or by filling out the “File a Grievance” form on our website at:

<https://www.scanhealthplan.com/contact-us/file-a-grievance>

If you need help filing a grievance, SCAN Member Services is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019 (TTY: 1-800-537-7697)

Complaint forms are available at <https://www.hhs.gov/civil-rights/filing-a-complaint/index.html>.

You can also file a civil rights complaint with the California Department of Health Care Services, Office of Civil Rights by phone, in writing, or electronically:

- By phone: Call 1-916-440-7370. If you cannot speak or hear well, please call 711 (Telecommunications Relay Services).
- In writing: Fill out a complaint form or send a letter to:
Deputy Director, Office of Civil Rights
Department of Health Care Services
Office of Civil Rights
P.O. Box 997413, MS 0009
Sacramento, CA 95899-7413
Complaint forms are available at http://www.dhcs.ca.gov/Pages/Language_Access.aspx.
- Electronically: Send an email to CivilRights@dhcs.ca.gov

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-855-826-7226. Someone who speaks English can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, llame al 1-855-826-7226. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Cantonese (Traditional): 我們提供免費的口譯服務，以解答您對我們的健康或藥物計劃可能有的任何問題。如需獲得口譯服務，請致電 1-855-826-7226 聯絡我們。我們有會說中文的工作人員可以為您提供幫助。這是一項免費服務。

Chinese Mandarin (Simplified): 我们提供免费的口译服务，以解答您对我们的健康或药物计划可能有的任何问题。如需获得口译服务，请致电 1-855-826-7226 联系我们。我们有会说中文的工作人员可以为您提供帮助。这是一项免费服务。

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời bất kỳ câu hỏi quý vị có thể có về chương sức khỏe và chương trình thuốc men. Để được thông dịch, chỉ cần gọi theo số 1-855-826-7226. Người nói Tiếng Việt có thể trợ giúp quý vị. Đây là dịch vụ miễn phí.

Tagalog: Mayroon kaming mga libreng serbisyo ng interpreter upang masagot ang anumang katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng interpreter, tawagan lamang kami sa 1-855-826-7226. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 대해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-855-826-7226 번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Armenian: Առողջութեան կամ դեղերի ծրագրի վերաբերյալ որևէ հարց առաջանալու դեպքում կարող եք օգտվել անվճար թարգմանչական ծառայությունից: Թարգմանչի ծառայությունից օգտվելու համար զանգահարե՛ք 1-855-826-7226 հեռախոսահամարով: Ձեզ կօգնի հայերենին տիրապետող մեր աշխատակիցը: Ծառայությունն անվճար է:

Persian: توجه: ما خدمات مترجم رایگان داریم تا به هر سؤالی که ممکن است در مورد برنامه بهداشتی یا داروهای ما داشته باشید پاسخ دهیم. برای آن که مترجم دریافت کنید فقط کافیسست با شماره 1-855-826-7226 تماس بگیرید. شخصی که به زبان فارسی صحبت می کند، می تواند به شما کمک کند. این یک سرویس رایگان است.

Russian: Если у вас возникнут вопросы относительно плана медицинского обслуживания или обеспечения лекарственными препаратами, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по номеру 1-855-826-7226. Вам окажет помощь сотрудник, который говорит на русском языке. Данная услуга бесплатная.

Japanese: 当社の健康保険と処方薬プランに関するご質問にお答えするために、無料の通訳サービスをご用意しています。通訳をご利用になるには、1-855-826-7226 にお電話ください。日本語を話す人者が支援いたします。これは無料のサービスです。

Arabic: إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة لديك تتعلق بخططنا الصحية أو جدول الدواء. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على الرقم 1-855-826-7226. سيقوم شخص ما يتحدث العربية بمساعدتك. هذه الخدمة المجانية.

Punjabi: ਸਾਡੀ ਸਿਹਤ ਜਾਂ ਦਵਾਈ ਯੋਜਨਾ ਬਾਰੇ ਤੁਹਾਡੇ ਕਿਸੇ ਵੀ ਸਵਾਲਾਂ ਦਾ ਜਵਾਬ ਦੇਣ ਲਈ ਸਾਡੇ ਕੋਲ ਮੁਫਤ ਦੁਬਾਸ਼ੀਆ ਸੇਵਾਵਾਂ ਹਨ। ਕੋਈ ਦੁਬਾਸ਼ੀਆ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ, ਬੱਸ ਸਾਨੂੰ 1-855-826-7226 'ਤੇ ਕਾਲ ਕਰੋ। ਕੋਈ ਵਿਅਕਤੀ ਜੋ ਪੰਜਾਬੀ ਬੋਲਦਾ ਹੈ, ਉਹ ਤੁਹਾਡੀ ਮਦਦ ਕਰ ਸਕਦਾ ਹੈ। ਇਹ ਇੱਕ ਮੁਫਤ ਸੇਵਾ ਹੈ।

Mon-Khmer, Cambodian:

យើងខ្ញុំមានសេវាអ្នកបកប្រែផ្ទាល់មាត់ដោយមិនគិតថ្លៃចាំឆ្លើយរាល់សំណួរដែលអ្នកអាចមានអំពីសុខភាព ឬផែនការឱសថរបស់យើងខ្ញុំ។ ដើម្បីទទួលបានអ្នកបកប្រែ គ្រាន់តែហៅទូរស័ព្ទមកយើងខ្ញុំតាមរយៈលេខ 1-855-826-7226។ មានគេដែលនិយាយភាសាខ្មែរអាចជួយលោកអ្នកបាន។ សេវាកម្មនេះមិនគិតថ្លៃទេ។

Hmong: Peb muaj cov kev pab cuam txhais lus los teb koj cov lus nug uas koj muaj txog ntawm peb lub phiaj xwm kho mob thiab tshuaj kho mob. Kom tau txais tus kws txhais lus, tsuas yog hu peb ntawm 1-855-826-7226. Muaj qee tus neeg hais lus Hmoob tuaj yeem pab tau koj. Qhov no yog kev pab cuam pab dawb.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं। एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-855-826-7226 पर फोन करें। कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है। यह एक मुफ्त सेवा है।

Thai: เรามีบริการล่ามฟรีเพื่อตอบสนองข้อสงสัยต่าง ๆ ที่คุณอาจมีเกี่ยวกับแผนสุขภาพและด้านเภสัชกรรมของเรา ขอความช่วยเหลือจากล่ามโดยโทรติดต่อเราที่หมายเลข 1-855-826-7226 เจ้าหน้าที่ในภาษาไทยจะเป็นผู้ให้บริการโดยไม่มีค่าใช้จ่ายใด ๆ

Lao: ພວກເຮົາມີການບໍລິການນາຍພາສາຟຣີ ເພື່ອຕອບຄໍາຖາມທີ່ທ່ານອາດຈະມີກ່ຽວກັບສຸຂະພາບ ຫຼື ແຜນການຢາຂອງ ພວກເຮົາ. ເພື່ອຮັບເອົານາຍພາສາ, ພວງແຕ່ໂທຫາພວກເຮົາທີ່ເບີ 1-855-826-7226. ບາງຄົນທີ່ເວົ້າພາສາລາວ ສາມາດຊ່ວຍທ່ານໄດ້. ນີ້ແມ່ນການບໍລິການຟຣີ.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-855-826-7226. Quelqu'un parlant français pourra vous aider. Ce service est gratuit.

German: Unser kostenloser Dolmetscherservice beantwortet Ihre Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-855-826-7226. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per usufruire di un interprete, contattare il numero 1-855-826-7226. Un nostro incaricato che parla Italiano Le fornirà l'assistenza necessaria. È un servizio gratuito.

Portuguese: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-855-826-7226. Irá encontrar alguém que fale português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan sante oswa medikaman nou yo. Pou w jwenn yon entèprèt, jis rele nou nan 1-855-826-7226. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-855-826-7226. Ta usługa jest bezpłatna.

Hmong-Mien: Peb muaj kev pab cuam txhais lus pub dawb los teb cov lus nug uas koj muaj txog ntawm peb lub phiaj xwm kev noj qab haus huv los sis phiaj xwm tshuaj kho mob. Kom tau txais tus kws txhais lus, tsuas yog hu peb ntawm 1-855-826-7226. Muaj tus neeg hais lus Hmoob tuaj yeem pab tau koj. Qhov kev pab cuam no yog pab dawb xwb.

Ukrainian: Ми надаємо безкоштовні послуги усного перекладача, який відповість на будь-які ваші запитання щодо нашого плану медичного обслуговування або лікарського забезпечення. Щоб отримати послуги перекладача, просто зателефонуйте нам за номером 1-855-826-7226. Вам може допомогти людина, яка володіє українською мовою. Ця послуга безкоштовна.

SCAN Strive (HMO C-SNP) Member Services

| Method | Member Services – Contact Information |
|----------------|---|
| CALL | 1-855-826-7226 Calls to this number are free. 8 a.m. - 8 p.m., 7 days a week Oct. 1-March 31, Monday-Friday Apr. 1-Sept. 30. Member Services also has free language interpreter services available for non-English speakers. |
| TTY | 711 Calls to this number are free. 8 a.m. - 8 p.m., 7 days a week Oct. 1-March 31, Monday-Friday Apr. 1-Sept. 30. |
| FAX | 1-562-989-5181 |
| WRITE | SCAN Health Plan New Mexico Attention: Member Services Department P.O. Box 22616 Long Beach, CA 90801-5616 |
| WEBSITE | www.scanhealthplan.com |

New Mexico Aging & Disability Resource Center (ADRC): New Mexico's SHIP

ADRC is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

| Method | New Mexico New Mexico Aging & Disability Resource Center (ADRC) – Contact Information |
|----------------|---|
| CALL | 1-800-432-2080 |
| WRITE | New Mexico Aging & Long-Term Services Department 2550 Cerrillos Road Santa Fe, NM 87505 |
| WEBSITE | www.nmaging.state.nm.us |

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