



# **SCOTT CLASS BENEFICIARY GUIDE**

## **SMOKING CESSATION SERVICES**

**Presented By**  
**SCT Management Services, L3C (“SCTMS”)**

***THE SMOKING CESSATION TRUST IS A COURT-ORDERED SMOKING CESSATION PROGRAM WITH LIMITATIONS ON ELIGIBILITY AND PROGRAM CONTENT. IT IS NOT AN INSURANCE PLAN, AND THE PROGRAM BENEFITS ARE NOT INSURANCE BENEFITS.***

## IMPORTANT PHONE NUMBERS AND ADDRESSES

### **Class Beneficiary Service Center**

3445 N. Causeway Blvd., Suite 520  
Metairie, LA 70002  
8:30 am to 5:00 pm

**(855) 259-6346 Toll Free**  
**(504) 529-5665 Local**  
**(855) 259-6482 Toll Fax**

### **Quit Line – Virgin Pulse**

24 hours/7 days per week

**(833) 212-6635 Toll Free**  
**(469) 330-9540 Fax**

### **Quit Line – Quit With Us, LA**

24 hours/7 days per week

**(800) 784-8669 Toll Free**  
**(800) QUIT-NOW**

### **Class Beneficiary Certification**

3445 N. Causeway Blvd., Suite 520  
Metairie, LA 70002  
8:30 am to 5:00 pm

**(855) 259-6346 Toll Free**  
**(504) 529-5665 Local**  
**(855) 259-6482 Toll Fax**

### **Smoking Cessation Claims Services**

Zelis - Claims Department  
P. O. Box 247  
Alpharetta, GA 30009-0247  
7:00AM -7:00PM C.S.T.

**(800) 445-7227 Toll Free**  
**(985) 892-3520 Local**  
**(985) 898-1500 Fax**

### **Smoking Cessation Pharmacy Claims**

Magellan RX Pharmacy Services  
24 hours/7 days per week

**(800) 424-0472 Toll Free**  
**(866) 492-9674 TTY**

### **Mail Order Pharmacy**

Magellan RX Pharmacy  
PO Box 620968  
Orlando, FL 32862

**(800) 424-0472 Toll Free**  
**(888) 282-1349 Toll Fax**

### **Appeals**

Gilsbar – Claims Appeals Dept.  
P. O. Box 2947  
Covington, LA 70434-2947

**(800) 445-7227 Toll Free**  
**(985) 892-3520 Local**

### **Website:**

[www.SmokeFreeLA.org](http://www.SmokeFreeLA.org)

## YOUR SMOKING CESSATION PROGRAM

Welcome to your SCTMS Smoking Cessation Program, administered by SCT Management Services, L3C ("SCTMS). We are pleased to provide you with limited, court-approved, smoking Cessation Service to allow you to reach your smoking cessation goal.

Please take the time to get to know your Program's available services by reviewing this Class Beneficiary Guide and the additional enclosures. Learning how this program works will help you make the best use of all services available to you. Some of the information you will find in this Guide include:

- Specific limited services and pharmacy benefits that are available under this Program
- How to access the available services from physicians, providers and pharmacies
- The limitations and exclusions of the Program
- Your responsibilities as a class beneficiary
- Glossary of some terms used in this Guide

If you have any questions about this Program, you may call the SCTMS Class Beneficiary Service Center. The telephone number is shown on the inside cover and the bottom of every page of this Guide. Our Class Beneficiary Service Center Representatives are available Monday through Friday from 8:30 a.m. to 5:00 p.m. to assist you. You may also visit our website for Program services and smoking cessation information at [www.SmokeFreeLA.org](http://www.SmokeFreeLA.org).

Our mission is to deliver those specific court-approved smoking Cessation Services to you, and all Class Beneficiaries, to assist you to eliminate smoking from your life.

We are pleased to have the opportunity to provide these services to you.



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## How to Use Program Materials

### **Class Beneficiary Guide**

This Scott Class Beneficiary Guide ("Guide") describes the Smoking Cessation Program and how to access its available services. In addition to this Guide, you should have the following Program-related documents:

**Summary of Services** — The Summary of Services shows the available Smoking Cessation Services, benefits and limitations of your Program. The Program does not cover all possible smoking Cessation Services, but only those specific, court-approved services discussed in this Guide.

**Identification Card** — Your SCTMS identification (ID) card shows that you are a member of the SCTMS Smoking Cessation Program. The ID card provides the information needed when you require smoking Cessation Services, prescription drugs or pharmacy services, or when you are contacting a Class Beneficiary Service Center representative. Carry it with you and show it to your physician, provider or pharmacy when you visit for the purpose of obtaining smoking Cessation Services. Note that the identification card covers only those specific smoking Cessation Service covered by the Program. ***The Program is not insurance, and does not provide insurance or other benefits other than those specific, court-approved smoking Cessation Service discussed in this Guide.***

Your ID card will need to be activated for any Medical or Counseling services. Do not let anyone use your card to receive smoking Cessation Service or reimbursement. Doing so may be considered a fraud upon the Program, and reported accordingly to the proper authorities. If you need to activate your ID card or if you need to replace a lost ID card, contact a Class Beneficiary Service representative.

**Pharmacy Directory** — You will receive a brochure that provides you with information about Program pharmacy benefits. It provides important information about your available

smoking cessation pharmacy services and how to obtain them. You may access a directory of our contracted pharmacies at <https://magellanrx.com/member/find-a-pharmacy/>.

**Provider Directory** — The provider directory is available through the SCTMS Website at: [www.SmokeFreeLA.org](http://www.SmokeFreeLA.org) under the Available Services tab.

It lists all of our directly contracted providers including: physicians, psychologists, outpatient facilities and pharmacies. In most cases, you will not have to file a claim form when you go to these contracted providers.

**Virgin Pulse (Telephone Quit-line Guide)** — You will receive a brochure that provides you with information about telephone quit-line services and how to obtain them. It provides important information about your available smoking cessation coaching services.



## Introduction

This Smoking Cessation Program is the result of a class action suit, *Scott v. American Tobacco Co., et al.*, filed in 1996. In 2010, the Court of Appeal, Fourth Circuit, State of Louisiana affirmed earlier decisions in favor of the Scott Class. The judgment in this class action lawsuit ordered the major American tobacco companies to fund a statewide 10-year smoking cessation program to benefit all Louisiana residents who smoked a cigarette before September 1, 1988. These smokers are known as Scott Class Beneficiaries (“Beneficiaries”).

The funds were put in a Trust and SCT Management Services, L3C (“SCTMS”) was created to arrange for the delivery of and reimbursement for the specific smoking cessation service provided by this Smoking Cessation Program (“Program”). ***The Program is not an insurance plan, and the services available in the program do not cover medical conditions other than the specific smoking cessation service approved by the Court.***

Throughout this Guide, the terms “you” and “your” refer to you as a class beneficiary of the Smoking Cessation Program. The terms “we” and “our” refer to SCTMS, and its authorized business associates. Some of the terms used throughout this Guide will be capitalized. These terms are defined in the Glossary of Terms section.

## How This Program Works

This Program is a Smoking Cessation program that provides specific, court-approved smoking cessation service **at no cost** to you. These specific services are arranged by SCTMS as the administrator for the Smoking Cessation Trust.

In order to be eligible to enroll and continue to participate in this Program you must be a cigarette smoker who smoked a cigarette before September 1, 1988 and you must, currently, physically, live in Louisiana. Please refer to the Eligibility, Certification and Enrollment section for the conditions you must meet in order to participate.

You have no cost-sharing or out-of-pocket expenses for those specific smoking cessation service covered by this Program. ***The Program is not an insurance plan, so there are no cost-sharing amounts, dues or fees required to access the services such as “co-payments”, “deductibles” or “coinsurance” amounts required, as one might typically see in an insurance plan.***

This Program will terminate ten (10) years from the date it first provides benefits to the Scott Class, in accordance with the decision in the class action lawsuit. All Approved Scott Class Members will be notified before the Program terminates.

### **Physician, Provider and Facility Services**

As we expand our reach across Louisiana, we will contract with physicians, psychologists, smoking cessation providers, hospitals and other facilities to provide smoking cessation service to you. All our contracted providers are listed in our Provider Directory which is available on our Web Site at [www.SmokeFreeLA.org](http://www.SmokeFreeLA.org). When you seek smoking cessation service from our contracted providers, they will bill us for all services, and you will not have to pay for services or file a claim form for reimbursement. ***If you obtain smoking cessation services from any medical provider other than one participating in our network, those services will not be eligible for reimbursement.***

In areas of Louisiana that lack a selection of providers or facilities that operate formal programs in smoking cessation, our program can still provide you with access to telephone-based quit-line support and pharmaceutical support via our contracted vendors.

Further, you may receive specific smoking cessation services in your community by contacting our Class Beneficiary Service Center and providing our staff with the name and contact information for your family physician and/or local hospital. We will contact them to attempt to arrange for other locally delivered, specific smoking cessation services you may require.

Some physicians, smoking cessation professionals or facilities may require you to pay them at the time of service. You will have to pay for your service(s) and then submit your claim to us for reimbursement. If you want to know, in advance, if a smoking cessation service will be reimbursed, please call our Class Beneficiary Service Center at the number shown on the front cover of this Guide or at the bottom of this page. ***By court order, we can only reimburse you for those specific smoking Cessation Service which the court has approved, and are discussed in this***

***Guide; any other services will be your personal financial responsibility, so we strongly encourage you to check with us if you have any doubt concerning whether a specific smoking cessation service is one which is eligible for reimbursement by the Program.***

## **Claim Reimbursement**

If you paid for smoking cessation services at the time it was provided, you must submit written proof of the charges, in the form of a medical claim in the proper form, to SCTMS, at the address below, within 180 days from the date of service in order for us to reimburse you, except as otherwise provided below. Failure to furnish such proof shall not invalidate nor reduce any claim if it was not possible to give proof within the timeframe indicated above, provided proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one year. Charges will be reimbursed only if written proof includes the date of the service, character and extent of the smoking cessation service provided. We suggest that you ask the physician, provider or facility to file on your behalf. However, you remain responsible to ensure that claims have been submitted within one year from the date of services to receive benefits.

If you need a claim form, an image file is available on the Members Only page of our website at [www.SmokeFreeLA.org](http://www.SmokeFreeLA.org). Please mail your completed claim form to:

*Zelis - Claims Department*  
P. O. Box 247  
Alpharetta, GA 30009-0247

## **Pharmacy Services**

We have contracted with a major pharmacy network, Magellan, to be the exclusive provider of specific smoking cessation medications and nicotine replacement therapies (NRTs), such as Nicorette, at no cost to you. However, our pharmacy network Magellan RX, has contracted with over a 1,000 Louisiana pharmacies, including the nationally branded pharmacy chains, and will welcome the participation of any local pharmacy that you may wish to utilize (if they are willing to contract with Magellan). ***If you obtain smoking cessation medications from any pharmacy other than one participating in our exclusive pharmacy network, those medications will not be eligible for reimbursement.*** If you have any doubt whether a particular pharmacy is in our exclusive network, a complete, up-to-date, and searchable listing of participating pharmacies can be found at: <https://magellanrx.com/member/find-a-pharmacy/>. Optionally, you may contact our Class beneficiary Service Center to make sure before incurring any non-

reimbursable cost.

At our contracted pharmacies, you should take all smoking cessation purchases and/or prescriptions and present your Program ID Card. Please see the cessation services section of this Guide for the Pharmacy benefits and our Pharmacy Directory for a list of partner pharmacies.

## **Specific Smoking Cessation Services Payable by the Program**

This section describes the services that are payable by this Program, subject to the limitations and exclusions listed. Cessation Services means only those smoking cessation services, medications and nicotine replacement therapies that are expressly listed and described by this Guide.

In general, Cessation Services include smoking cessation assessment, diagnostic services, smoking cessation counseling and pharmacotherapy. SCTMS determines whether a specific smoking cessation service or supply is a Cessation Service which is payable by the Program. The fact that Physicians or health care professionals have prescribed, ordered, recommended, or approved a smoking cessation service or supply does not guarantee that it is a payable by the Program, even if it is not listed as an Exclusion, because the specific smoking Cessation Service payable by the Program are strictly limited by court order.

The Smoking Cessation Program provides reimbursement for four very specific types of smoking cessation programs:

- ❖ Telephone Quit-Lines
- ❖ Health System Interventions
- ❖ Intensive Smoking Cessation Programs
- ❖ Nicotine Replacement Therapies and Medications

The specific smoking cessation service payable under each of the four program components are as follows:

### **Telephone Quit Lines**

This Program covers Smoking Cessation Telephone Quit Line services at no cost to you. When you call the Quit Line, you will find a number of free resources to help you quit smoking. You will be paired with a Quit Coach who will help you assess your tobacco use and create a personalized quit Program. You may make unlimited toll-free calls to

your Quit Line 24 hours a day, 7 days a week, during the active phase of your quit attempt(s).

In addition, by pre-arranged appointment with you, your Quit Coach will call you, up to 5 times during the active phase of your quit attempt, to provide support and encouragement as you progress through your quit Program. Your Quit Coach will track your participation and outcome, help you reassess your quit Program and coping strategies and help you decide if you need additional counseling and medication support. Your Quit Coach makes follow up calls to you at 6 months and 12 months after the initial Quit Line program as you re-learn your life without cigarettes.

Your Telephone Quit Line will be available to you so long as you are a Class Beneficiary of this Program, and for the duration of the Program, subject to the limitations discussed below and modified from time-to-time. In addition to the coaching sessions, the Quit Line can provide Internet-based smoking cessation information and tools as well as printed educational and motivational materials. You may enroll for Quit Line Services up to four times per Calendar Year.

### **Health System Interventions – Direct Smoking Cessation Services**

**Physicians and Providers:** This Program will provide reimbursement, within Program limits, for direct smoking cessation counseling, interventions and smoking Cessation Service that a physician or other provider delivers to you as part of your regular health care delivery. It will cover referrals to clinical providers with specialized skills in smoking cessation assistance. Physicians and providers who may provide smoking Cessation Service include, but are not limited to the following types of providers who participate with this Program: Physicians, Psychologists, Social Workers (MSW/LCSW), Nurse Practitioners, Dentists, and Hygienists.

Smoking Cessation counseling and assistance from health care professionals has been proven to be effective in aiding smokers to successfully quit and remain tobacco free. Your physician and other clinicians know and understand your health, your tobacco use, your current medications, and how to guide you to reach your smoking cessation goals. You may make an appointment with your physician to discuss smoking cessation or talk about it during your next health care appointment.

We will reimburse physicians and providers who participate with our program for the smoking cessation service they provide, if those services are one of the Court-approved smoking cessation service payable by the Program and are within Program limits, if any.

**Hospital Inpatient Services:** If you are hospitalized as an Inpatient because of a tobacco use disorder, this Program may reimburse hospitals that participate with this Program for eligible smoking cessation service you receive when you are an inpatient. You must be hospitalized for a tobacco use disorder, complications of pregnancy or childbirth as a result of tobacco use or toxic effect of tobacco. *Unless you were admitted due to an emergency, you or the hospital must call Medcom Care Management, Inc. at the telephone number on the back of your ID card.*

**Hospital Outpatient Services:** Hospitals often offer group smoking cessation sessions moderated by health care professions that specialize in smoking cessation. If you attend a hospital outpatient smoking cessation group therapy session at a participating facility, the Program will reimburse the hospital for the cost of the outpatient smoking cessation service. You may receive up to two 9 patient-visits of group counseling sessions per year.

If you would like more information about Hospital Outpatient Smoking Cessation Services or would like to find a program near you, please call Class beneficiary Services at the number on the inside cover of this Guide or at the bottom of the page.

*Please note, only hospital charges for those specific smoking cessation service included in the Program are payable by the Program; other charges incurred during a hospital stay will not be payable by the Program.*

## **Intensive Cessation Programs**

Intensive multi-week smoking cessation programs are effective in helping smokers to achieve long term success. Such programs may be provided by hospitals, clinics or by health care clinicians who specialize in smoking cessation and participating with this Program. Your physician may refer you to such a program or you may decide to attend without a referral.

This Program will also cover the cost of smoking cessation assistance provided to you as part of participating clinical programs like: cardiac and pulmonary rehabilitation programs, specialty clinics dealing with health conditions such as diabetes and vascular disease, and obstetrical services.

These intensive cessation programs must participate with the Program and meet criteria followed by SCTMS for effectiveness and staff training. If you would like to see if the program you are considering meets those criteria or if you would like information about programs near you, please contact SCTMS Class Beneficiary Services at the telephone number on the front cover or the bottom of this page.

## Medications and Nicotine Replacement Therapy – Pharmacy Services

If your physician or health care provider recommends smoking cessation medications and/or Nicotine Replacement Therapies (NRTs), you must have prescriptions filled and/or over-the-counter (OTC) therapies purchased exclusively at SCTMS's contracted Pharmacies. Check your Pharmacy Directory for the contracted pharmacy near you.

***Medications and NRTs will not be covered if purchased at a pharmacy that is not in our exclusive Pharmacy Directory.***

You may present your SCTMS ID Card at the contracted pharmacy counter and you will not be required to pay for your medication and/or NRTs up to any limitations or exclusions defined by the Program. SCTMS will reimburse the contracted pharmacy directly for your purchases.

### Covered Pharmacy Benefits

The following prescription medications and NRTs are covered when recommended and prescribed by a licensed practitioner with prescriptive authority from the State of Louisiana, and obtained from our exclusive contracted pharmacy providers:

- ❖ Bupropion SR (Bupropion HCl Extended Release Tablets USP (SR))
- ❖ Clonidine HCl
- ❖ Nortriptyline HCl
- ❖ Nicotine nasal spray (**Excluding Nicotrol**)
- ❖ Nicotine inhaler (**Excluding Nicotrol**)

The following over-the-counter NRTs will be covered only if they are obtained from our exclusive contracted network pharmacy provider. You should always present these NRTs **at the contracted Pharmacy counter.**

- ❖ Nicotine gum
- ❖ Nicotine lozenges
- ❖ Nicotine patch

### **Limitations and Exclusions**

The following **Limitations** apply to the smoking cessation services payable by the Program provided to Class Beneficiaries who participate in this Program.

<b>Cessation Services</b>	<b>Annual Limits</b>
<b><i>Quit-line participation (5 calls Program)</i></b>	Up to four enrollments/year
<b><i>Nicotine Replacement Therapy</i></b>	
Patch	Up to 28 weeks/year
Gum	One 3 month regimen/year
Inhaler (Excluding Nicotrol)	Up to two 3 month regimens/year
Lozenge	One 3 month regimen/year
Spray (Excluding Nicotrol)	Up to two 3 month regimens/year
Bupropion SR	Up to two 14 week regimens/year
Clonidine HCl	One 10 week regimen/year
Nortriptyline HCl; Pamelor,	Up to two 3 month regimens/year
<b><i>Medical Services</i></b>	
Group Counseling	Up to two 9 visits/per 120 days
Individual Counseling/	Up to two 9 visits/per 120-days
MD Office Visit	Up to two 5 visits/per 120 days

The following **Exclusions** apply to the Program and will NOT be payable by or reimbursable by the Program; a Class Beneficiary who utilizes any of the services listed below assumes the full financial responsibility for the cost of such services. If you have any doubt about whether any service is excluded from the Program, you are encouraged to contact the Class Beneficiary Service Department for verification.

- ❖ Hypnotherapy or the use of therapeutic techniques or principals in conjunction with hypnosis are excluded.
- ❖ Accupuncture for smoking cessation counseling is excluded.

- ❖ Chiropractic therapy for smoking cessation is excluded.
- ❖ Over the counter NRTs or drugs, other than those listed in this Guide are excluded.
- ❖ Any smoking cessation service, medication or NRT that is Experimental or investigational in nature and not approved by regulatory agencies, medical societies, and recognized in evidence-based literature, are excluded.
- ❖ **All** health care and medical services not named in this Guide, even if such service is prescribed, advertised, recommended for smoking cessation, are excluded.
- ❖ All services, including smoking cessation service, not approved for payment by the Program by the court overseeing the implementation of the Program.

## **Eligibility, Certification, Effective Date and Termination**

### **Eligibility**

You are eligible to become Beneficiaries of the Scott Class and the SCTMS Smoking Cessation Program if you meet **both** of the following conditions:

- ❖ You must currently be a legal resident of the State of Louisiana to receive services;
- ❖ You must have smoked a cigarette before September 1, 1988;

### **Certification**

You may apply to be certified as a member of the Scott Beneficiary Class and the SCTMS Smoking Cessation Program by completing the Smoking Cessation Trust Application for Benefits. The Application for Benefits must include a completed attestation that you meet the eligibility requirements.

SCTMS will verify your eligibility and the Court may certify you as a Beneficiary of the Scott Class. You may be asked to provide proof that you continue to reside in the State of Louisiana.

### **Effective Date**

Your Program becomes effective on the date indicated as your effective date by the Judge Presiding when he approves your Application for Benefits. However, your medical and counseling services are effective only when your ID Card is activated for a 120-day benefit period. This Program does not cover any smoking cessation service received before your Effective Date.

## Notice of Address, Name and Eligibility Changes

You must notify SCTMS within 31 days following any change in your name or address. You may do this by calling the Class Beneficiary Service Center or changing your address on your Member profile on our Website.

## Termination

This Program will terminate ten (10) years from the date it first provides benefits to the Scott Class, in accordance with the decision in the class action lawsuit. All Approved Scott Class Members will be notified before the Program terminates.

Your membership and participation in the Program will terminate under the following conditions:

- ❖ On the date, you are no longer a resident of the State of Louisiana;
- ❖ On the date of your death;
- ❖ If you knowingly give false material information in connection with your eligibility or certification. We may terminate your coverage retroactively to the original certification date and you will be liable for any Program payments made as a result of such improper action.
- ❖ If you act in a disruptive manner that prevents the orderly business operation of any physician, provider or pharmacy that participates in the Program.
- ❖ If you allow someone to use your Identification Card (ID) to fraudulently obtain smoking cessation services.
- ❖ If you dishonestly attempt to gain a financial or material advantage.
- ❖ You advise SCTMS, in writing, that you no longer wish to participate in the Program.

This Program does not cover any smoking cessation service received after your membership in the Program terminates. Other than termination due to death, SCTMS will notify you, by mailing or emailing to your last known address, a written notice of the termination of your participation in the Program, and the reason therefore. Termination of your participation in the Program shall become effective on the date on the Notice of Termination.

## Re-Enrollment

If you were previously enrolled in the Smoking Cessation Program and your participation was terminated, you may be eligible to re-enroll in the following circumstances:

- ❖ You returned to live in Louisiana as a resident following a move out of state
- ❖ You wish to re-enroll following your voluntary request to terminate coverage under the SCTMS Smoking Cessation Program
- ❖ You want to request reconsideration of your termination for cause
- ❖ You have completed and signed a new enrollment application, provide proof of residence

SCTMS will re-enroll you in the SCTMS Smoking Cessation Program upon approval of your re-enrollment request by the Court, effective on the effective date indicated by the Court on their approval documentation.

## Complaints and Review

Many concerns, problems or complaints may be handled by calling the Class Beneficiary Service Center at the telephone number on the inside cover of this Guide or as shown on the bottom of this page. We value the opportunity to serve you and address your concerns.

We have established written procedures for reviewing and resolving your problems and concerns. Any person dissatisfied with a decision, action or inaction of SCTMS or any of the smoking cessation providers has the right to submit a complaint verbally or in writing.

If your complaint concerns a decision we made to deny, reduce or terminate a requested smoking cessation service on the grounds that it is not a smoking cessation service payable under the Program, or has exceeded a Limitation, you have the right to request an internal review. You may submit your request verbally or in writing. Members have 180 days from the date of the initial denial to request a review.

If your complaint is about any other action or inaction by us concerning any aspect of this Program, other than the request for smoking cessation benefits for services, including, administrative practices that affect the availability, delivery, or quality of Program services, claims payment, handling or reimbursement for smoking cessation service and termination of this Program, the complaint will be addressed and you will be provided with an explanation of our resolution.

## **Fraud**

Any Class Beneficiary who knowingly presents a false or fraudulent claim for payment of a benefit or knowingly presents false information for services will be referred to the proper authorities. SCTMS may terminate a Class Beneficiary for any type of fraudulent activity. Some examples of fraudulent activity are:

- ❖ Falsifying enrollment information;
- ❖ Allowing someone else to use your ID card;
- ❖ Forging or selling prescriptions;
- ❖ Misrepresenting your smoking status or residency in order to receive benefits to which you would not normally be entitled.

If you suspect that a smoking cessation professional, pharmacy, hospital or other facility has done any of the following listed below, please call the smoking cessation professional and ask for an explanation. There may be an error:

- ❖ Charged for services that you did not receive,
- ❖ Billed more than one time for the same service,
- ❖ Billed for one type of service, but you received another, or
- ❖ Misrepresented information, (such as changing the date that you were seen).

If you are unable to resolve the issue, or if you suspect any other suspicious activity, please contact our Class Beneficiary Service Center at the telephone number on the front cover of this Guide or at the bottom of this page.

## **Class Beneficiary Responsibilities**

As a member of this Program, you have specific responsibilities. By understanding your responsibilities, we can better help you to achieve the objectives of the Program.

All Members must:

- ❖ Promise that all information given to SCTMS in applications for membership, questionnaires, forms or correspondence is true and complete
- ❖ Provide information that SCTMS, physicians and other health care professionals need in order to provide membership, certification and smoking cessation service payable by the Program.
- ❖ Review this Class Beneficiary Guide and if there are questions, contact our Class Beneficiary Service Center for clarification of smoking cessation service, limitations, and exclusions outlined in this Guide.
- ❖ Follow SCTMS procedures, and instructions for obtaining smoking cessation service.
- ❖ Notify SCTMS within 31 days of any change of name or address.
- ❖ Notify SCTMS immediately of any loss or theft of your SCTMS ID Card.
- ❖ Refuse to allow any other person to use your SCTMS ID Card.
- ❖ Advise physicians, health care professionals, facilities and pharmacies about your SCTMS class membership at the time of service.

## Glossary of Terms

This Glossary defines common terms used throughout this Guide.

**GUIDE** means this SCTMS Class Beneficiary Guide, including supplements, if any, and as may be amended from time to time in the future.

**APPLICATION** means the form that each potential member is required to complete and sign when applying for certification in the Scott Class and membership in the Smoking Cessation Program.

**CALENDAR YEAR** means the period beginning January 1, and ending December 31 of the same year.

**CERTIFICATION** means a decision by the Court that a potential Class Beneficiary meets all requirements to become a member of the Scott Class and is eligible to receive smoking cessation benefits under this Smoking Cessation Program.

**CERTIFIED** means the Class Beneficiary was approved by the court, is a member of the Scott Class, and is eligible to receive the benefits provided by this Program.

**CESSATION SERVICE** – Named smoking Cessation Service, medications and Nicotine Replacement Therapies, subject to the terms, conditions, Limitations and Exclusions that are expressly listed in this Guide and services allowed by the Court’s Judgment in the Scott case.

**CLASS BENEFICIARY** means a member of the Scott Class eligible to receive those specific smoking cessation services as ordered by the Court and discussed in this Guide.

**COMPLAINT** means that SCTMS is made aware of an issue of dissatisfaction.

**CONTRACTED PHARMACY** means any duly licensed pharmacy, which has entered into an agreement with SCTMS to dispense prescribed and approved smoking cessation medications and OTC replacement therapies to Class Beneficiaries.

**CONTRACTED PHYSICIANS AND HEALTH CARE PROFESSIONALS** means any duly licensed physician and health care professionals of the healing arts acting within the scope of his/her license who have entered into an agreement directly or indirectly with SCTMS to provide smoking cessation service to Class Beneficiaries.

**EVIDENCE-BASED MEDICAL LITERATURE** means only published reports and articles in authoritative, peer-reviewed medical and scientific literature.

**EXPERIMENTAL OR INVESTIGATIONAL** means the following:

- ❖ The drug, medicine or device cannot be marketed lawfully without approval of the U.S. Food and Drug Administration (“FDA”) and approved for marketing has not been given at the time the drug, medicine or device is furnished;
- ❖ The FDA has determined that use of the drug, medicine or device is contraindicated for the particular indication for which it has been prescribed;
- ❖ Reliable evidence shows that the drug, medicine, and/or device, treatment, or procedure is under study to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with the standard means of treatment or diagnosis; or
- ❖ Reliable evidence shows that the consensus of opinion among experts regarding the drug, medicine, and/or device, medical treatment, or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with the standard means of treatment or diagnosis.

**HOSPITAL** means an acute care general hospital, which provides inpatient diagnostic and therapeutic facilities for surgical or medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of duly licensed physicians and health care professionals.

**IDENTIFICATION CARD or ID CARD** means that card issued to a Class Beneficiary by SCTMS upon Certification by the Court.

**INPATIENT** means a Class Beneficiary who has been admitted by a physician to a hospital for the purposes of receiving hospital services.

**MEDICAID** means Title XIX and XXI of the Social Security Act and all amendments thereto.

**MEDICARE** means Title XVIII of the Social Security Act and all amendments thereto.

**NON-CONTRACTED PHYSICIAN, HEALTH CARE PROFESSIONAL, PHARMACY** means a smoking cessation health care professional, including medical facilities, who has not entered into contract with SCTMS to provide smoking cessation service to Class Beneficiaries. They may still provide services, but may require payment at the time of service.

**OVER-THE-COUNTER (OTC)** means a nicotine replacement therapy for which a prescription is not normally needed.

**PARTICIPATING/PARTICIPATES WITH** means that a provider has a contract with SCTMS to provide certain cessation services to Class Beneficiaries for a negotiated cost to SCTMS and that prevents the provider from balance billing Class Beneficiaries for amounts exceeding the negotiated pricing for the services provided.

**PRESCRIPTION DRUGS/MEDICATIONS** means those smoking cessation drugs that, by

federal law, require a health care professional's prescription for purchase (the original packaging of which, under the Federal Food, Drug and Cosmetic Act, is required to bear the legend, "Caution: Federal law prohibits dispensing without a prescription").

**REVIEW** means a request from a Class Beneficiary, or their representative, or a provider for review of a denial, reduction, suspension or termination of a benefit.

**SMOKING CESSATION COUNSELING/PROGRAM** means a program, including individual, group, or proactive telephone quit line, that:

- ❖ is designed to build positive behavior change practices and provides for quitting Tobacco use, understanding nicotine addiction, various techniques for quitting Tobacco use and remaining Tobacco-free, discussion of stages of change, overcoming the problems of quitting, including withdrawal symptoms, short-term goal setting, setting a quit date, relapse prevention information and follow up;
- ❖ operates under a written program outline, that at a minimum includes an overview of service, service objectives and covered, general teaching/learning strategies, clearly stated methods of assessing participant success, description of audio or visual materials that will be used, distribution plan for patient education material and method for verifying Member attendance; and
- ❖ employs counselors who have formal training and experience in Tobacco cessation programming and are active in relevant continuing education activities; and

**TOBACCO USE DISORDER** means (Tobacco Dependence). Cases in which tobacco is used to the detriment of a person's health or social functioning or in which there is tobacco dependence. Tobacco dependence is included here rather than under drug dependence because tobacco differs from other drugs of dependence in its psychotropic effect.

## **General Information**

### **Notice**

Any notice required to be given by SCTMS in this Guide shall be given appropriately if in writing and deposited in the United States mail with postage prepaid and addressed to the Class Beneficiary at the address of record on file at our principal office. The Class Beneficiary is solely responsible for ensuring the accuracy of his/her address of record on file.

### **Governing Law**

This Guide is made and shall be interpreted under the laws of the State of Louisiana and applicable federal rules and regulations. Upon the compliance date of any change in law, or the promulgation of any final rule or regulation which directly affects SCTMS' obligations under this Guide, this Guide will be deemed automatically amended such that SCTMS shall remain in compliance with the obligations imposed by such law, rule or regulation.

### **Execution of Guide**

The parties acknowledge and agree that the Class Beneficiary's signature or execution of the Application form shall be deemed to be his/her acceptance of this Guide. All statements, in the absence of fraud, made by any applicant shall be deemed representations and not warranties.

### **Amendments**

This Guide shall be subject to amendment, modification, or termination. By participation in the Program, all Class Beneficiaries legally capable of applying and certifying their smoking status agree to all the terms, conditions, and provisions of this Guide, as modified from time to time.

### **Identification Cards (ID)**

Identification Cards issued by SCTMS to Members are for identification purposes only. Possession of a SCTMS Identification card confers no rights to services or other Cessation Services under this Guide. To be entitled to such services or benefits, the holder of the card must, in fact, be a Class Beneficiary who has been certified for membership. Any person receiving smoking Cessation Services to which he/she is not then entitled pursuant to the provisions of the Guide shall retain full personal responsibility for those charges. If any Class Beneficiary permits the use of his/her Identification card by any other person, all rights of such Class Beneficiary pursuant to this Guide may be immediately terminated at the will of SCTMS.

## Assignment

All rights of a Class Beneficiary to receive benefits and services are personal, and may not be assigned.

## Availability of Provider Services

SCTMS does not guarantee that a certain type of service, hospital, facility, physician or health care professional will be available at any given time in order to render smoking Cessation Service.

## Physicians and Health Care Professionals Liability

Providers and practitioners have sole control over the diagnosis, treatment, care, or other smoking Cessation Service provided to a Class Beneficiary by any facility, and therefore SCTMS is not, and will not be, liable for any loss or injury caused by any health care professionals by reason of such provider or practitioner's negligence or otherwise.

## Major Disasters

In the event of any major disaster, epidemic or other circumstances beyond SCTMS' control, SCTMS shall render or attempt to arrange smoking Cessation Services payable by the Program with physicians and providers insofar as practical, according to its best judgment, and within the limitations of facilities and personnel as are then available. However, no liability or obligation shall result from nor shall be incurred for the delay or failure to provide any such services due to the lack of available facilities or personnel, if such lack is the result of such disaster, epidemic or other circumstances beyond SCTMS' control and if SCTMS has made a good-faith effort to provide or arrange for the provision of such services. Such circumstances include complete or partial disruption of facilities, war, act(s) of terrorism, riot, civil insurrection, disability of a significant part of a hospital, SCTMS personnel or physicians or providers or similar causes.

## The Program is Not Insurance

**THE SMOKING CESSATION TRUST IS A COURT-ORDERED SMOKING CESSATION PROGRAM WITH LIMITATIONS ON ELIGIBILITY AND PROGRAM CONTENT. IT IS NOT AN INSURANCE PLAN, AND THE PROGRAM BENEFITS ARE NOT INSURANCE BENEFITS.**