Chapter 11: Legal notices

Introduction

This chapter includes legal notices that apply to your membership in <plan name>. Key terms and their definitions appear in alphabetical order in the last chapter of the *Member Handbook*.

[**Note:** You may include other legal notices, such as a notice of member non-liability or a notice about third-party liability. Such notices may be added only if they conform to Medicare laws and regulations.]

[States may also include Medicaid-related legal notices.]

[Plans should refer members to other parts of the handbook using the appropriate chapter number, section, and/or page number. For example, "refer to Chapter 9, Section A, page 1." An instruction [plans may insert reference, as applicable] is listed next to each cross reference throughout the handbook.]

[*Plans must update the Table of Contents to this document to accurately reflect where the information is found on each page after plan adds plan-customized information to this template.*]

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# Notice about laws

Many laws apply to this *Member Handbook*. These laws may affect your rights and responsibilities, even if the laws are not included or explained in this handbook. The main laws that apply to this handbook are federal laws about the Medicare and Medicaid programs and state laws about the Medicaid program. Other federal and state laws may apply, too.

# Notice about nondiscrimination

Our plan and every company or agency that works with Medicare and MassHealth must obey laws that protect you from discrimination or unfair treatment. We do not discriminate or treat you differently because of your age, claims experience, color, ethnicity, evidence of insurability, gender, genetic information, geographic location within the service area, health status, medical history, mental or physical disability, national origin, race, religion, sex, or sexual orientation.

In addition, we do not discriminate against members or treat you differently because of appeals, behavior, gender identity, mental ability, receipt of health care, or use of services. [Plans may add language describing additional categories covered under state human rights laws.]

You can also refer to Chapter 8, Section B, “Our responsibility to treat you with respect, fairness, and dignity at all times,” for more information.

If you want more information or have concerns about discrimination or unfair treatment:

* Call the Department of Health and Human Services, Office for Civil Rights at 1-800-368-1019. TTY users can call 1-800-537-7697. You can also visit [www.hhs.gov/ocr](http://www.hhs.gov/ocr) for more information.
* Call your local Office for Civil Rights. [*Plans insert contact information for the local office.*]

If you have a disability and need help accessing health care services or a provider, call Member Services. If you have a complaint, such as a problem with wheelchair access, Member Services can help.

# Notice about <plan name> as a second payer

Sometimes someone else has to pay first for the services that you get from us. For example, if you are in a car accident or if you are injured at work, insurance or Workers’ Compensation has to pay first. Then, if needed, we will pay.

<Plan name> has the right and the responsibility to collect payment for covered services when someone else has to pay first.

## C1. Subrogation

Subrogation is the process by which <plan name> gets back some or all of the costs of your health care from another insurer. Examples of other insurers include:

* Your motor vehicle or homeowner’s insurance
* The motor vehicle or homeowner’s insurance of an individual who caused your illness or injury
* Workers’ Compensation

If an insurer other than <plan name> should pay for services related to an illness or injury, <plan name> has the right to ask that insurer to repay us. Unless otherwise required by law, coverage under this policy by <plan name> will be secondary when another plan, including without limitation medical payment coverage under an automobile or home insurance policy, provides you with coverage for health care services.

## C2. Health plan’s right of reimbursement

If you get money from a lawsuit or settlement for an illness or injury, <plan name> has a right to ask you to repay the cost of covered services that we paid for. We cannot make you repay us more than the amount of money you got from the lawsuit or settlement.

As a member of <plan name>, you agree to:

* Let us know of any events that may affect <plan name>’s rights of Subrogation or Reimbursement.
* Cooperate with <plan name> when we ask for information and assistance with Coordination of Benefits, Subrogation, or Reimbursement.
* Sign documents to help <plan name> with its rights to Subrogation and Reimbursement.
* Authorize <plan name> to investigate, request and release information which is necessary to carry out Coordination of Benefits, Subrogation, and Reimbursement to the extent allowed by law.

If you are not willing to help us, you may have to pay us back for costs we may incur, including reasonable attorneys’ fees, in enforcing our rights under this plan.

# Notice about privacy practices

This Notice describes how health information about you may be used and disclosed, and how you can get this information. Please review this Notice of Pri­vacy Practices carefully. If you have any questions, please call <plan contact information>.

[Plans should add language describing their Notice of Privacy Practices.]