Chapter 11: Legal notices

**Introduction**

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

[**Note:** You may include other legal notices, such as a notice of Participant non-liability, a notice about third-party liability, or a nondiscrimination notice under Section 1557 of the Affordable Care Act. 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 Participants to other parts of the handbook using the appropriate chapter number, section, and/or page number. For example, "see 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 *Participant 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. Other federal and state laws may apply too.

# Notice about nondiscrimination

Every company or agency that works with Medicare and New York Medicaid must obey the law. You cannot be treated differently because of your age, claims experience, color, creed, ethnicity, evidence of insurability, gender, genetic information, geographic location, health status, medical history, mental or physical disability, national origin, race, religion, or sex. You also cannot be treated differently because of your gender identity or sexual orientation. [Plans may add language describing additional categories covered under state human rights laws.]

If you think that you have not been treated fairly for any of these reasons, call the Department of Health and Human Services, Office for Civil Rights at 1-800-368-1019. TTY users (people who are deaf, hard of hearing, or speech disabled) should call 1-800-537-7697. You can also visit <http://www.hhs.gov/ocr> for more information.

# Notice about <plan name> as a second payer

Sometimes someone else has to pay first for the services, items, and drugs that we provide. For example, if you are in a car accident or if you are injured at work, insurance or Workers Compensation has to pay first.

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

## C1. <Plan name>’s Right of 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, items, or drugs 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 another insurance plan, provides you with coverage for FIDA-covered services, items, or drugs.

## C2. <Plan name>’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.

## C3. Your Responsibilities

As a Participant 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 our costs, including reasonable attorneys’ fees, in enforcing our rights under this plan.

# Participant confidentiality and notice about privacy practices

We will ensure that all information, records, data, and data elements related to you, used by our organization, employees, subcontractors, and business associates, shall be protected from unauthorized disclosure pursuant to 42 CFR Part 431, Subpart F; 45 CFR Part 160; and 45 CFR Part 164, Subparts A and E.

We are required by law to provide you with a Notice that 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, call Participant Services at <phone number>.

# Notice of action

We must use a coverage determination notice to notify you of a denial, termination, and delay or modification in benefits. If you disagree with our decision, you can file an appeal with our plan. You will not have to pay for any of these proceedings. For more information about appeals, see Chapter 9 [plans may insert reference, as applicable].