

Appendix N – Enrollee Rights

The Contractor must have written policies regarding the Enrollee rights specified in this appendix, as well as written policies specifying how information about these rights will be disseminated to Enrollees. Enrollees must be notified of these rights and protections at least annually, and in a manner that takes into consideration cultural considerations, Functional Status, and language needs. The Contractor must comply with any applicable federal and State laws that pertain to Enrollee rights. Enrollee rights include, but are not limited to, those rights and protections provided by 42 C.F.R. § 438.100 and 42 C.F.R. § 422 Subpart C. Specifically, Enrollees must be guaranteed:

- A. The right to be treated with dignity and respect.
- B. The right to be afforded Privacy and confidentiality in all aspects of care and for all health care information, unless otherwise required by law.
- C. The right to be provided a copy of his or her medical records, upon request, and to request corrections or amendments to these records, as specified in 45 C.F.R. part 164.
- D. The right to receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition, Functional Status, and language needs.
- E. The right not to be discriminated against based on race, ethnicity, national origin, religion, sex, gender identity, age, sexual orientation, medical or claims history, mental or physical disability, genetic information, or source of payment.
- F. The right to have all plan options, rules, and benefits fully explained, including through use of a qualified interpreter if needed.
- G. Access to an adequate network of primary and specialty providers who are appropriately qualified and capable of meeting the Enrollee's needs with respect to physical access, and communication and scheduling needs, and are subject to ongoing assessment of clinical quality including required reporting, as well as access to an ongoing source of primary care.
- H. The right to receive a second opinion on a medical procedure and have the Contractor pay for the second opinion consultation visit.
- I. The right to choose a plan and provider at any time.
- J. The right to request a change of Care Coordinators.
- K. The right to have a voice in the governance and operation of the health plan, as detailed in this Contract.
- L. The right to be furnished Covered Services in accordance with this Contract.

M. The right to participate in all aspects of care and to exercise all rights of Appeal. Enrollees have a responsibility and a right to be fully involved in maintaining their health and making decisions about their health care, including the right to refuse treatment if desired, and must be appropriately informed and supported to this end. Specifically, Enrollees must:

- a. Receive an in--person Comprehensive Assessment upon enrollment in a plan and to participate in the development and implementation of an Individualized Care Plan. The assessment must include considerations of social, functional, medical, behavioral, wellness and prevention domains, an evaluation of the Enrollee's strengths and weaknesses, and a plan for managing and coordinating Enrollee's care. Enrollees, or their designated representative, also have the right to request a reassessment by the interdisciplinary team and be fully involved in any such reassessment.

Receive complete and accurate information on his or her health and Functional Status from the interdisciplinary team.

- b. Be provided information on all program services and health care options, including available treatment options and alternatives, presented in a culturally appropriate manner, taking into consideration the Enrollee's Functional Status, and language and cultural needs. An Enrollee who is unable to participate fully in treatment decisions has the right to designate a representative. This includes the right to have translation services available to make information appropriately accessible to the Enrollee or Enrollee's representative. Information must be available:
 - i. Before enrollment.
 - ii. At enrollment.
 - iii. At the time a participant's needs necessitate the disclosure and delivery of such information in order to allow the participant to make an informed choice.
- c. Be encouraged to involve caregivers or family members in treatment discussions and decisions.
- d. Have Advance Directives explained and to establish them, if the participant so desires, in accordance with 42 C.F.R. §§ 489.100 and 489.102.
- e. Receive reasonable advance notice, in writing, of any transfer to another treatment setting and the justification for the transfer.
- f. Be afforded the opportunity to file an Appeal if services are denied that he or she thinks are medically indicated, and to be able to ultimately take that Appeal to an independent external system of review.

- g. Be provided with complete documentation from the Contractor upon request to support any appeals or grievance actions
- N. The right to receive medical and non-medical care from a team that meets the beneficiary's needs, in a manner that is sensitive to the beneficiary's language and culture, and in an appropriate care setting, including the home and community.
- O. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- P. The right to freely exercise his or her rights, and to be assured that exercising those rights will not adversely affect the way the Contractor and its providers or the State Agency treat the Enrollee.
- Q. The right to receive the information required pursuant to the Contract;
- R. The right to receive timely information about plan changes. This includes the right to request and obtain the information listed in the Orientation materials at least once per year, and the right to receive notice of any significant change in the information provided in the Orientation materials at least 30 days prior to the intended effective date of the change. See 42 C.F.R. § 438.10(g).
- S. The right to be protected from liability for payment of any fees that are the obligation of the Contractor.