§ 220.11 Charges for Healthcare services other than inpatient deductible amount.

(1) The Assistant Secretary of Defense (Health Affairs) may establish charge amounts for Medicare supplemental plans to collect reasonable charges for inpatient and outpatient copayments and other services covered by the Medicare supplemental plan. Any such schedule of charge amounts shall:

(i) Be based on percentage amounts of the per diem, per visit and other rates established by §220.8 comparable to the percentage amounts of beneficiary financial responsibility under Medicare for the service involved;

(ii) Include adjustments, as appropriate, to identify major components of the all inclusive per diem or per visit rates for which Medicare has special rules.

(iii) Provide for offsets and/or refunds to ensure that Medicare supplemental insurers are not required to pay a limited benefit more than one time in cases in which beneficiaries receive similar services from both a facility of the uniformed services and a Medicare certified provider; and

(iv) Otherwise conform with the requirements of this section and this part.

(2) If collections are sought under paragraph (c) of this section, the effective date of such collections will be prospective from the date the Assistant Secretary of Defense (Health Affairs) provides notice of such collections, and will exempt policies in continuous effect without amendment or renewal since the date the Assistant Secretary of Defense (Health Affairs) provides notice of such collections.

§ 220.11 Special rules for automobile liability insurance and no-fault automobile insurance.

(a) Active duty members covered. In addition to Uniformed Services beneficiaries covered by other provisions of this part, this section also applies to active duty members of the Uniformed Services. As used in this section, “beneficiaries” includes active duty members.

(b) Effect of concurrent applicability of the Federal Medical Care Recovery Act—

(1) In general. In many cases covered by this section, the United States has a right to collect under both 10 U.S.C. 1095 and the Federal Medical Care Recovery Act (FMCRA), Pub. L. 87–693 (42 U.S.C. 2651 et seq.). In such cases, the authority is concurrent and the United States may pursue collection under both statutory authorities.

(2) Cases involving tort liability. In cases in which the right of the United States to collect from the automobile liability insurance carrier is premised on establishing some tort liability on some third person, matters regarding the determination of such tort liability shall be governed by the same substantive standards as would be applied under the FMCRA including reliance on state law for determinations regarding tort liability. In addition, the provisions of 28 CFR part 43 (Department of Justice regulations pertaining to the FMCRA) shall apply to claims made under the concurrent authority of the FMCRA and 10 U.S.C. 1095. All other
matters and procedures concerning the right of the United States to collect
shall, if a claim is made under the concurrent authority of the FMCRA and
this section, be governed by 10 U.S.C. 1095 and this part.

(c) Exclusion of automobile liability in-
insurance and no-fault automobile insur-
ance plans prior to November 5, 1990. This
section is not applicable to automobile
liability insurance and no-fault auto-
mobile insurance plans:

(1) That have been in continuous ef-
effect without amendment since prior to
November 5, 1990; and

(2) For which the facility of the Uni-
formed Services (or other authorized
representative of the United States)
makes a determination, based on docu-
mentation provided by the third party
payer, that the policy or plan clearly
excludes payment for services covered
by this section. Plans entered into,
amended or renewed on or after No-
vember 5, 1990, are subject to this sec-
tion, as are prior plans that do not
clearly exclude payment for services
covered by this section.

[57 FR 41103, Sept. 9, 1992]

§ 220.13 Special rules for workers’
compensation programs.

(a) Basic rule. Pursuant to the general
duty of third party payers under 10
U.S.C. 1095(a)(1) and the definitions of
10 U.S.C. 1095(b), a workers’ compen-
sation program or plan generally has an
obligation to pay the United States the
reasonable charges for healthcare serv-
ices provided in or through any facility
of the Uniformed Services to a Uni-
formed Services beneficiary who is also
a beneficiary under a workers’ compen-
sation program due to an employ-
ment related injury, illness, or disease.
Except to the extent modified or sup-
plemented by this section, all provi-
sions of this part are applicable to any
workers’ compensation program or plan in the same manner as they are
applicable to any other third party
payer.

(b) Special rules for lump-sum settle-
ments. In cases in which a lump-sum
workers’ compensation settlement is
made, the special rules established in
this paragraph (b) shall apply for pur-
poses of compliance with this section.

(1) Lump-sum commutation of future
benefits. If a lump-sum worker’s com-
pensation award stipulates that the
amount paid is intended to compensate
the individual for all future medical
expenses required because of the work-
related injury, illness, or disease, the
Uniformed Service health care facility
is entitled to reimbursement for in-
jury, illness, or disease related, future
health care services or items rendered
or provided to the individual up to the
amount of the lump-sum payment.

(2) Lump-sum compromise settlement. (i)
A lump sum compromise settlement,
unless otherwise stipulated by an offi-
cial authorized to take action under 10
U.S.C. 1095 and this part, is deemed to
be a workers’ compensation payment
for the purpose of reimbursement to
the facility of the Uniformed Services
for services and items provided, even if
the settlement agreement stipulates
that there is no liability under the
workers’ compensation law, program,
or plan.

(ii) If a settlement appears to rep-
resent an attempt to shift to the facili-
ty of the Uniformed Services the re-
ponsibility of providing uncompens-
ated services or items for the treat-
ment of the work-related condition,
the settlement will not be recognized
and reimbursement to the uniformed
health care facility will be required.
For example, if the parties to a settle-
ment attempt to maximize the amount
of disability benefits paid under work-
ers’ compensation by releasing the em-
ployer or workers’ compensation car-
rier from liability for medical expenses
for a particular condition even though
the facts show that the condition is
work-related, the facility of the Uni-
formed Services must be reimbursed.

(iii) Except as specified in paragraph
(b)(2)(iv) of this section, if a lump-sum
compromise settlement forecloses the
possibility of future payment or work-
ers’ compensation benefits, medical ex-
penses incurred by a facility of the
Uniformed Services after the date of
the settlement are not reimbursable
under this section.

(iv) As an exception to the rule of
paragraph (b)(2)(iii) of this section, if
the settlement agreement allocates