

# Welcome



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# Welcome

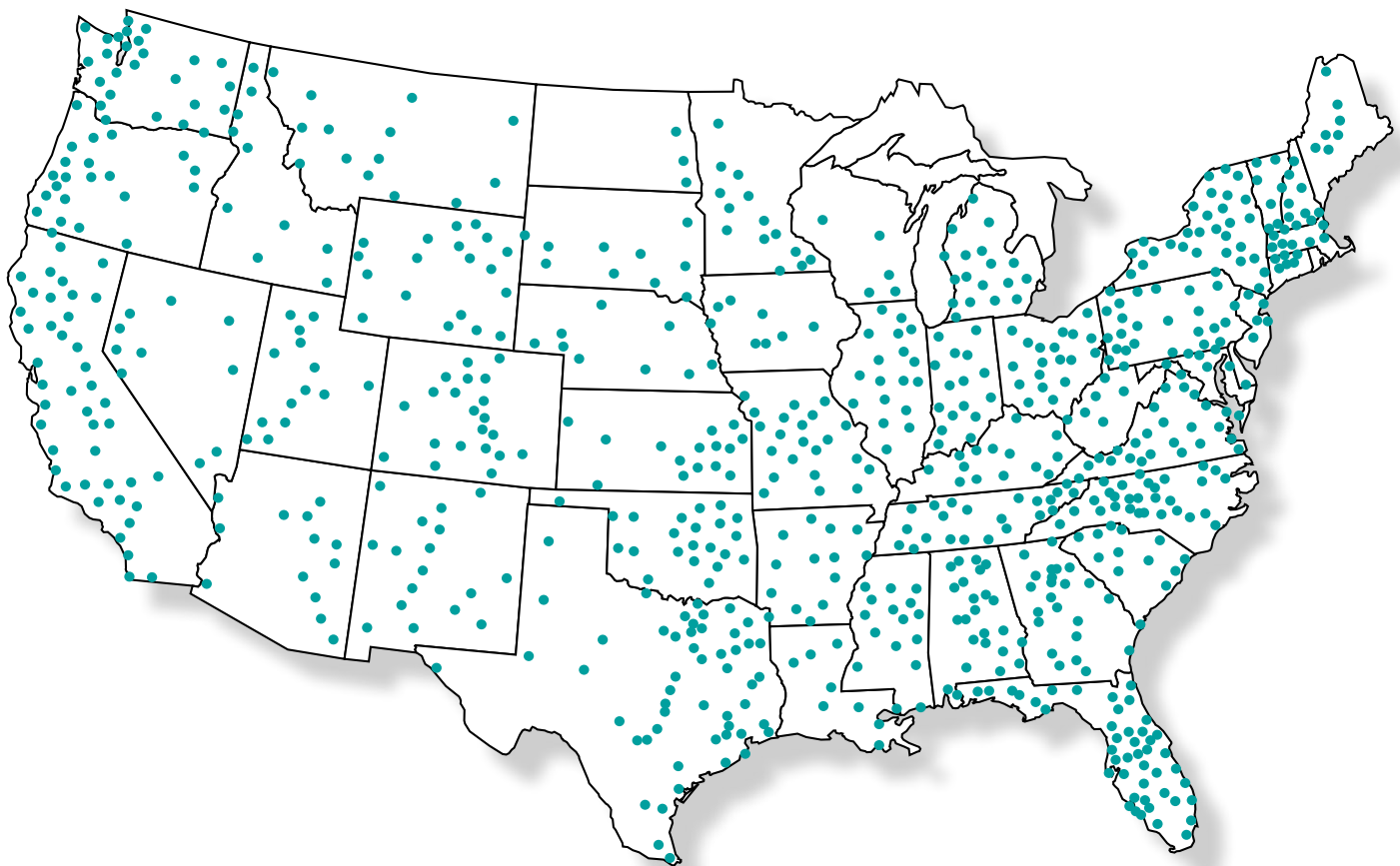
We are a national company providing high-quality respiratory care, enteral products, and medical supplies to patients in their homes. Our company's mission is to set the standards of excellence for providing those products. The success of our company is characterized by responsiveness and clinical experience and has been founded on the dedication of our professionals to quality care. Physicians, caregivers, and patients trust us to provide the quality care they expect and deserve.

We are founded on the belief that through patient education and clinical support, we can improve patient compliance with physician-prescribed therapies, resulting in better quality of life. Long known as a leader in respiratory care, we also provide a variety of services, some of which include enteral therapy and pulmonary rehabilitation. Our focus is on providing superior care for all of our patients.

Not only do we offer state-of-the-art products, we also recognize that each patient is unique, so we take the time to evaluate each person to determine which product or system will work best in their home. With approximately 700+ locations in 48 states, we are able to service each patient, whether they are located right down the street or across the country.

# Locations

With approximately 700+ locations in 48 states, we are able to service each patient, whether they are located right down the street or across the country.





# Business and service philosophy



As a customer, you are entitled to be treated as an individual – with friendliness, honesty, and respect. We want all customers to be satisfied with our services. If questions or problems arise, we will attempt to satisfy you promptly.

## **Our services:**

- Home medical equipment carefully maintained by our trained personnel
- Comprehensive and understandable written and verbal instructions regarding the safe operation of equipment
- Emergency service available 24 hours a day, seven days a week, by calling our local phone number
- Reimbursement assistance from our billing offices

## **Privacy practices:**

As our customer, you have been advised of the company's privacy practices in compliance with the Health Insurance Portability and Accountability Act (HIPAA). The full policy statement may be found in this book. Our HIPAA Hotline is 800-435-7436.

# Service



Dedication to providing the best possible service is a continuing commitment of our company. Depending upon the type of equipment you receive, routine deliveries may be required. Our service representative will work with you to establish your schedule.

## **Service highlights:**

- Operating instruction
- 24-hour service seven days a week
- Periodic visits by a healthcare professional
- Full line of homecare equipment and services

Our service representatives understand your need for reliable, prompt, courteous service. Your deliveries are performed with concern for your individual schedule and special requirements. In addition, each knowledgeable member of the delivery team is familiar with your particular needs and is dedicated to providing you with the best support.



# Products and services



With over 700+ locations, we are the nation's largest provider of home respiratory care, enteral products, and medical supplies. We provide our patients with high-quality products and services around the clock – 24 hours a day, seven days a week.

## We offer the following high-quality respiratory products and services:

- Oxygen concentrators
- Oxygen cylinders
- Conserving devices
- Liquid oxygen systems
- Stress-free travel with oxygen
- Mechanical ventilator
- Non-invasive ventilation
- Respiratory Assist Devices (RAD)
- Continuous Positive Airway Pressure (CPAP) including Bi-level
- Nebulizers
- Respiratory medications provided by Reliant Pharmacy

# Products and services (continued)



*Please contact your local center for more information about these products and services.*

## Enteral therapy

We provide a full selection of nutritional products and equipment, as well as clinical protocol support and follow-up, for patients who need enteral therapy. Our service includes in-home instruction and setup, along with education for the patient and caregiver upon the patient's discharge from the hospital. We also provide the expertise of a registered dietitian 24 hours a day.

## Durable medical equipment

Quality durable medical equipment – including wheelchairs, beds, and walkers – is available (as prescribed by a physician) to our respiratory patients.

## At-home PT/INR testing

As a warfarin patient, you now have the option of checking your PT/INR at home, with mdINR. Testing at home is a convenient alternative to a physician's visit, and frequent self-testing has been proven to reduce the risk of bleeding and clotting. Your physician will continue to review your PT/INR test results and make any required changes in your dosage.





One of the helpful services that you will receive from us is a convenient billing process.

#### **Our responsibilities:**

- Bill Medicare and Medicaid
- Bill private insurance, in most cases
- Toll-free telephone number on invoice for billing inquiries
- Monthly invoices

#### **Customer responsibilities:**

- Provide complete billing information
- Retain all receipts and invoices
- Inform us regarding any changes in insurance coverage
- Inform us regarding Medicare communications, especially prior history of having rented medical equipment
- Recognize any remaining portion is the patient's responsibility, including deductible amounts

# Supplier standards



The products and services provided to you by this company or its affiliates or subsidiaries are subject to the supplier standards contained in the federal regulations shown at 42 Code of Federal Regulations Section 424.57(c). These standards concern business professional and operational matters (e.g., honoring warranties and hours of operation). The full text of these standards can be obtained from the U.S. Government Printing Office website. Upon request, we will furnish you a written copy of the standards.

## Community resources

American Lung Association (ALA)  
800-586-4872 or [www.lungusa.org](http://www.lungusa.org)

Social Security Administration  
800-772-1213 or [www.asa.gov](http://www.asa.gov)

National Emphysema Foundation  
203-866-5000 or [www.emphysemafoundation.org](http://www.emphysemafoundation.org)

Allergy and Asthma Foundation  
800-727-8462 or [www.aafa.org](http://www.aafa.org)

National Heart, Lung & Blood Institute  
[www.nhlbi.nih.gov](http://www.nhlbi.nih.gov)

Centers for Medicare and Medicaid  
[www.cms.hhs.gov](http://www.cms.hhs.gov)

COPD Information Line:  
Support, Education and Community Outreach  
866-316-2673

# Patient responsibilities



## As a home healthcare patient, you have the responsibility to:

1. Give accurate and complete health information concerning your past illnesses, hospitalizations, medications, allergies, infections, diseases, and other pertinent items.
2. Assist in developing and maintaining a safe environment.
3. Inform Supplier when you will not be able to keep a homecare visit.
4. Participate in the development of and adherence to your homecare plan of service/treatment.
5. Request further information concerning anything you do not understand.
6. Contact your physician whenever you notice a change in your condition.
7. Contact Supplier whenever you have an equipment problem or change physicians.
8. Contact Supplier whenever you have received any change in your homecare prescription.
9. Contact Supplier whenever you are to be hospitalized or receive services from a home health agency pursuant to a Medicare plan of care.
10. Give information regarding concerns and problems you have to Supplier.
11. Ensure the financial obligation for your equipment is fulfilled promptly.
12. Maintain and repair purchased equipment when equipment is no longer under warranty.
13. Follow equipment care procedures as outlined on the equipment orientation form.

If you feel that the Supplier has not respected your rights, please contact our area manager. Your local center can assist you with this. It is the area manager's responsibility to review all formal complaints, and you will be entitled to a written response to your formal complaint. If you do not feel you have received satisfactory resolution, you may contact CHAP at 800-656-9656.



# Changing disposable equipment

## Nasal cannula

At the time of setup, one nasal cannula is attached to the oxygen supply, and sufficient additional nasal cannulas are provided for discretionary changes. Clean your nasal cannula weekly or as desired. Wipe nasal prong with warm washcloth as needed. Replace nasal cannula as needed.

## Oxygen supply tubing

Maximum tubing length between the oxygen supply and the nasal cannula is 50 feet (in accordance with manufacturer's guidelines). A spare extension tube is provided for discretionary changes (if it becomes extensively twisted, kinked, or damaged).

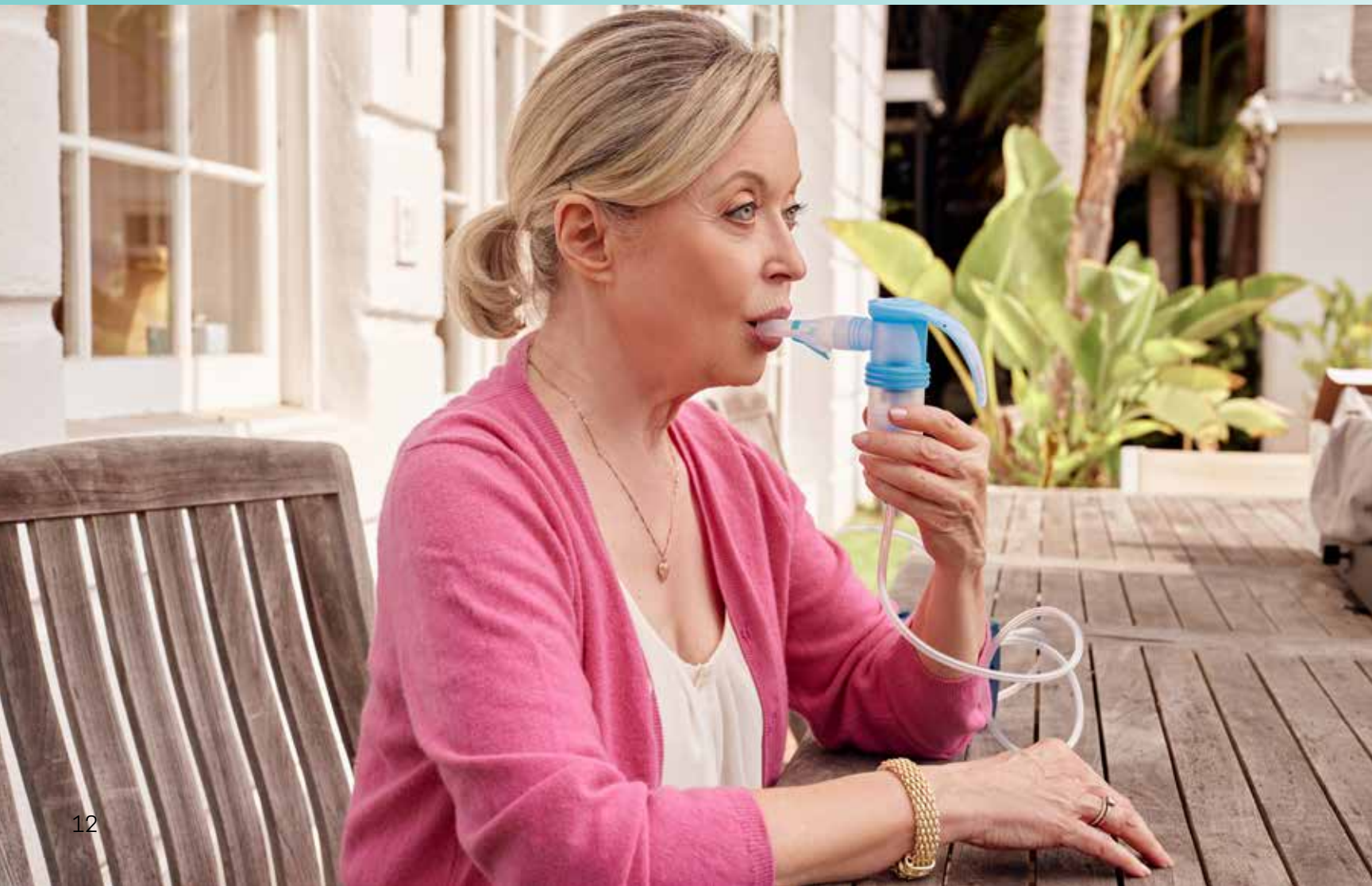
## Nebulizer cups

If cleaned on a daily basis as instructed, nebulizer circuits should last 4-6 weeks before requiring replacement. If there is a noticeable decrease in aerosol production, a new circuit should be used. Follow instructions on nebulizer use from the manufacturer.

## Oxygen humidifiers

Oxygen humidifiers are not routinely part of the apparatus provided unless specifically requested by your physician/nurse/respiratory therapist, or if you experience excessive nasal dryness and/or sore throat.

Oxygen humidifiers should be emptied and refilled daily. Clean your humidifier twice weekly. Wash lid and jar in warm water and liquid detergent, then rinse thoroughly in tap water. Soak 30 minutes in one part vinegar to three parts water, rinse, then air-dry. Replace humidifier as needed.



# Emergency preparedness plan



We are concerned with your safety and committed to providing you with uninterrupted service. If you decide to leave your home during a disaster, please let us know your new address and phone number where you can be reached.

If you need emergency medical care, go to the nearest hospital or emergency facility.

If you have no electricity and require the use of electrical power, please notify your power company that you have medical equipment and ask that you be placed on a priority list for power to be restored. Also, if necessary, contact the telephone company and tell them to put you on the “essential user list.”

Since telephone lines are often down or jammed during a disaster, we may have difficulty contacting you. Please assist us by making attempts to contact us for any immediate needs.

Listen to all available news stations on your radio.

Because of varying weather conditions, every effort will be made to provide services to you based on your needs and urgency of the request. Our managers monitor weather forecasts on an ongoing basis and plan ahead accordingly.

In case of environmental disaster, emergency, or weather-related events, we have an emergency plan to continue necessary patient services. We will do everything possible to ensure that your medical needs are met on a prioritized basis.



# Electrical waiver

Electrically powered medical equipment requires that electrical outlets are properly grounded. Properly grounded outlets ensure the safe use of the medical equipment and protect your home from electrical hazards. If you have chosen not to utilize grounded outlets despite this information, and circumstances require the use of medical equipment without a grounded receptacle, the patient/power of attorney or authorized representative must sign a waiver prior to the equipment being placed.





# Advance medical directives



As an accredited homecare organization, we are required to inform its patients of their rights with respect to medical care. Among these is the patient's freedom to choose to receive or to refuse medical treatment.

Advance medical directives are legal documents that allow you to give directions for your future medical care.

Advance medical directives help protect your right to choose by communicating your wishes for medical care if you become physically or mentally unable to do so yourself.

## Two types of advance medical directives:

- Living wills are written instructions that explain your wishes for medical care if you have a terminal condition or irreversible coma and are unable to communicate. (Not available in all states.)
- Durable Power of Attorney for Health Care is a document that lets you name a person to make medical decisions for you if you become unable to do so.

## Advance medical directives allow you to limit certain life-prolonging measures, including:

- Cardiopulmonary resuscitation (CPR)
- Intravenous (IV) therapy
- Feeding tubes
- Pain relief
- Ventilators

Additional help and information are available from hospitals and other healthcare facilities, the State Attorney General's Office, and/or your personal attorney.

# Home safety checklist

## Fall prevention

- Use bright lights at the top and bottom of stairs and make sure hallways and dark areas in the home are well-lit at night with nightlights.
- Install grab bars in tub, shower, and near toilets.
- Use rubber bath mat/non-slip strips in the tub.
- Use non-skid mats on bathroom floors.
- Wipe up any spills promptly.
- All stairs and steps need handrails along both sides of the full length of stairway.
- Keep stairs and pathways clear of clutter.
- In homes with babies and toddlers, use baby gates at the top and bottom of stairs.
- Remove electrical cords that run alongside door jambs or across high-traffic areas.
- If using oxygen, use caution when walking around oxygen delivery tubing that may be on the floor. Alert others entering the room.

## Fire and burn prevention

- Check water heater settings and make sure it is not set higher than 120° Fahrenheit.
- Install smoke alarms on each level of the home, especially near bedrooms.
- Test each smoke alarm monthly.
- Replace smoke alarm batteries at least once each year.
- Make sure there are two escape routes from as many rooms as possible.
- Work out an emergency escape route and hold fire drills.
- Stay in the kitchen while food is cooking.
- Be sure to lock matches and lighters away from children.
- Inspect electrical cords and replace any that are damaged, frayed, and/or brittle.
- Observe medical equipment manufacturer safety instructions and/or warnings.
- Remove flammable liquids, papers, clothes, etc. from sources of heat/electricity.

## Poisoning prevention

- The National Poison Control Center toll-free number is 800-222-1222. Keep the number near every phone in the home and also post the local poison control phone number.
- Look around your home – under the sink, in the garage – for cleaning fluids that say “caution,” “warning,” or “danger” on the label. Store these products away from food, in locked cabinets, and out of sight and reach of children.
- Carbon Monoxide (CO) is a poison you can’t see, smell, or taste. CO is produced by fuel-burning appliances or equipment in your home which need proper installation, maintenance, and venting for safe use. Install a carbon monoxide detector to alert you if the CO level becomes unsafe.
- Install child locks on all cabinets, especially where potentially harmful items are stored.
- Be sure cleaning products and other household substances have child-resistant closures.
- Keep all medicines and vitamins in their original containers in a secure area, away from children. Dispose of outdated medications.
- Move perfumes and cosmetics out of children’s reach.
- Store dangerous chemicals such as pesticides, fertilizers, automotive fluids, and paint thinner in a secure, locked cabinet.
- Always store gasoline or other fuels in approved containers.

## General

Contact us if you have concerns regarding your privacy, safety, or personal property related to our services or equipment.

# Patient bill of rights



## The patient/client has the right to:

1. Receive service without regard to race, creed, gender, age, handicap, sexual orientation, veteran status, or lifestyle.
2. Participate in decisions regarding his/her care.
3. Receive information in a manner in which he/she can understand and be able to give informed consent to the start of any procedure or treatment.
4. Be provided with information concerning those aspects of his/her condition related to the care provided by the Supplier or other agencies contracted by the Supplier.
5. Be informed of any responsibilities he/she may have in the care process.
6. Have care provided by qualified personnel who are knowledgeable to perform procedures at the level of care required.
7. Refuse treatment to the extent permitted by law and to be informed of the consequences of such action.
8. Be informed of the availability, upon request, of Supplier policies and procedures.
9. Be informed, at admission, of the organization's charges and policies concerning payment for services.
10. Discuss problems and suggest changes regarding the services or staff without fear of discrimination.
11. Privacy concerning his/her records.
12. Expect and receive care in a timely manner, appropriate to his/her needs.
13. Choose his/her homecare provider.
14. Formulate advance medical directives, which are legal documents that allow him/her to give direction for his/her future medical care.
15. Be free from any mental or physical abuse, neglect, or exploitation of any kind by staff.
16. Have his/her property treated with respect.

Certain state laws require the disclosure of additional information. Please find following additional applicable state specific disclosures.



## Patient's Bill of Rights – New Hampshire

**I.** Home health care providers shall provide their clients with a written copy of the rights and responsibilities listed in paragraphs II and III of this section in advance of or during the initial evaluation visit and before initiation of care. These rights apply only to the services delivered by or on behalf of the home health care provider. If a client cannot read the statement of rights, it shall be read to the client in a language such client understands. For a minor or a client needing assistance in understanding these rights, both the client and the parent or legal guardian or other responsible person shall be fully informed of these rights.

**II.** The statement of rights shall state that, at a minimum, the client has a right to:

- A. Be treated with consideration, respect, and full recognition of the client's dignity and individuality, including privacy in treatment and personal care and respect of personal property and including being informed of the name, licensure status, and staff position and employer of all persons with whom the client/resident has contact, pursuant to RSA 151:3-b.
- B. Receive appropriate and professional care without discrimination based on race, color, national origin, religion, sex, disability, or age, nor shall any such care be denied on account of the patient's sexual orientation.
- C. Participation in the development and periodic revision of the plan of care, and to be informed in advance of any changes in the plan.
- D. Be informed that care is evaluated through the provider's quality assurance program.
- E. Refuse treatment within the confines of the law and to be informed of the consequences of such action, and to be involved in experimental research only upon the client's voluntary written consent.
- F. Voice grievances and suggest changes in service or staff without fear of restraint, discrimination, or reprisal.

G. Be free from emotional, psychological, sexual, and physical abuse and from exploitation by the home health care provider.

H. Be free from chemical and physical restraints except as authorized in writing by a physician.

I. Be ensured of confidential treatment of all information contained in the client's personal and clinical record, including the requirement of the client's written consent to release such information to anyone not otherwise authorized by law to receive it. Medical information contained in the client's record shall be deemed to be the client's property, and the client has the right to a copy of such records upon request and at a reasonable cost.

J. Be informed in advance of the charges for services, including payment for care expected from third parties and any charges the client will be expected to pay.

**III.** The provider has the right to expect the client will:

- A. Give accurate and complete health information.
- B. Assist in creating and maintaining a safe home environment in which care will be delivered.
- C. Participate in developing and following the plan of care.
- D. Request information about anything that is not understood, and express concerns regarding services provided.
- E. Inform provider when unable to keep an appointment for a homecare visit.
- F. Inform the provider of the existence of, and any changes made to, advance medical directives.

**IV.** Nothing in this section shall be construed to apply to any visiting nurse service or home aid service conducted exclusively by and the adherence of any church or religious denomination, the tenets and practices of which include reliance solely upon spiritual treatment through prayer in lieu of medical treatment.

## Patient's Bill of Rights – North Carolina

NC DHSR – Chapter 131E Part 3A Each client of a home care agency shall have the following rights:

1. To be informed and participate in his or her plan of care.
2. To be treated with respect, consideration, dignity, and full recognition of his or her individuality and right to privacy.
3. To receive care and services that are adequate, appropriate, and in compliance with relevant federal and state laws and rules and regulations.
4. To voice grievances about care and not be subjected to discrimination or reprisal for doing so.
5. To have his or her personal and medical records kept confidential and not be disclosed except as permitted or required by applicable state or federal law.
6. To be free of mental and physical abuse, neglect, and exploitation.
7. To receive a written statement of services provided by the agency and the charges the client is liable for paying.
8. To be informed of the process for acceptance and continuance of service and eligibility determination.
9. To accept or refuse services.
10. To be informed of the agency's on-call service.
11. To be informed of supervisory accessibility and availability.
12. To be advised of the agency's procedures for discharge.
13. To receive a reasonable response to his or her requests of the agency.
14. To be notified within 10 days when the agency's license has been revoked, suspended, canceled, annulled, withdrawn, recalled, or amended.
15. To be advised of the agency's policies and regarding patient responsibilities.

### NC DHSR – Chapter 131E Part 3 Smoking prohibited.

The home care agency employees are prohibited from smoking in a client's home. "Smoking" means the use or possession of any lighted cigar, cigarette, pipe, or other lighted smoking product.

### North Carolina Division of Health Service Regulation – Complaint Intake Unit

The Division of Health Service Regulation strongly encourages you to first attempt to resolve your complaints with the facility/agency/home prior to contacting the Complaint Intake Unit.

Complaint Hotline: 800-624-3004 (within N.C.) or 919-855-4500

Complaint Hotline Hours: 8:30am to 4:00pm weekdays, except holidays

Fax: 919-715-7724

Mail: 2711 Mail Service Center, Raleigh, NC 27699-2711

## Patient's Bill of Rights – Washington

WAC 246-335-535 A home health agency at the time of admission must provide each patient, designated family member, or legal representative with a written bill of rights affirming each patient's right to:

1. Receive effective treatment and quality services from the home health agency for services identified in the plan of care;
2. Be cared for by appropriately trained or credentialed personnel, contractors and volunteers with coordination of services;
3. A statement advising of the right to ongoing participation in the development of the plan of care;
4. A statement advising of the right to have access to the department's listing of licensed home health agencies and to select any licensee to provide care, subject to the individual's reimbursement mechanism or other relevant contractual obligations;
5. A listing of the total services offered by the home health agency and those being provided to the patient;
6. Refuse specific treatments or services;
7. The name of the individual within the home health agency responsible for supervising the patient's care and the manner in which that individual may be contacted;
8. Be treated with courtesy, respect, and privacy;
9. Be free from verbal, mental, sexual, and physical abuse, neglect, exploitation, and discrimination;
10. Have property treated with respect;
11. Privacy and confidentiality of personal information and health care related records;
12. Be informed of what the home health agency charges for services, to what extent payment may be expected from health insurance, public programs, or other sources, and what charges the patient may be responsible for paying;
13. A fully itemized billing statement upon request, including the date of each service and the charge. Agencies providing services through a managed care plan are not required to provide itemized billing statements;
14. Be informed about advanced directives and POLST and the agency's scope of responsibility;
15. Be informed of the agency's policies and procedures regarding the circumstances that may cause the agency to discharge a patient;
16. Be informed of the agency's policies and procedures for providing backup care when services cannot be provided as scheduled;
17. A description of the agency's process for patients and family to submit complaints to the home health agency about the services and care they are receiving and to have those complaints addressed without retaliation;
18. Be informed of the department's complaint hotline number to report complaints about the licensed agency or credentialed health care professionals; and
19. Be informed of the DSHS end harm hotline number to report suspected abuse of children or vulnerable adults.
20. The home health agency must ensure that the patient rights under this section are implemented and updated as appropriate.

[Statutory Authority: RCW 70.127.120 and 43.70.250. WSR 18-06-093, § 246-335-535, filed 3/6/18, effective 4/6/18.]

### Washington State Department of Social and Health Services End Harm Hotline:

If you suspect abuse and/or neglect of a child or vulnerable adult: Call 866-ENDHARM (866-363-4276\*)

\*866-EndHarm is TTY-accessible. A person will answer your call 24 hours a day, seven days a week.

### A person with speech or hearing disabilities may use the following ways to contact us:

- Place a direct TTY call to this dedicated TTY line: 800-624-6186.
- People with hearing loss who have specialized telecommunication devices can call 866-363-4276 (End Harm) through Washington Relay Service.

**Health facilities survey section hotline** – If you have a complaint with Home Health, call the HFSS hotline 800-633-6828. We'll have someone contact you to discuss the problem and help resolve it. Calls are received from 8am to 5pm, Monday through Friday. Washington State Department of Health, DOH-PUB-550-001.



# Patient agreement and consent

## **Request for products, equipment, supplies, services**

The undersigned, being the above-named Patient (“Patient”), and his/her guardian or representative payee, understands that by signing this Patient Agreement and Consent, the undersigned desires to rent or purchase, as or on behalf of Patient, certain medical equipment, products, supplies, prescription drugs, and/or associated services (collectively, to the extent applicable, the “Items”) from Supplier and its affiliates.

## **Acknowledgment of medical responsibility and informed consent**

The undersigned, as or on behalf of Patient, understands that (1) Patient is under the supervision and control of an attending physician; (2) Patient’s physician has prescribed the Items noted as part of Patient’s treatment; (3) Supplier’s services do not include diagnostic, prescriptive, or other functions typically performed by physicians; and (4) Patient’s physician is solely responsible for diagnosing and prescribing the Items or other therapies for Patient’s condition and otherwise for controlling Patient’s medical care. The undersigned, as or on behalf of Patient, has been informed by Patient’s physician of the possible increased risks associated with in-home care, including possible delays in receiving treatment for life-threatening conditions as a result of being outside the hospital setting. The undersigned, as or on behalf of Patient, has discussed his/her concerns with Patient’s physician and has had all associated questions answered to his/her satisfaction.

## **Acknowledgments of receipt and agreement to contact**

The undersigned, as or on behalf of Patient, acknowledges receipt of a copy of each of the following: (1) the Medicare DMEPOS Supplier Standards Statement; (2) Supplier’s Notice of Privacy Practices; (3) the Patient’s Bill of Rights; and (4) the Patient Responsibilities. The undersigned, as or on behalf of Patient, agrees that Supplier and its affiliates may contact Patient at the phone numbers and/or email address specified hereon or as provided by the undersigned or Patient in the future.

## **Consent to release of health information for treatment, payment, and healthcare operations**

The undersigned, as or on behalf of Patient, authorizes (1) Patient’s insurer(s) and any other third party payor(s) which provide Patient with coverage to disclose to Supplier minimum necessary information to facilitate payment to Supplier for Items furnished Patient including but not limited to (A) payment made by such payor(s) to Patient, the undersigned, or to any other person or entity for Items provided by Supplier to Patient; and (B) the scope and extent of Patient’s coverage from time to time; (2) all medical personnel involved in Patient’s treatment to disclose to Supplier any and all information concerning Patient’s medical history and condition as it may relate to the Items or treatment provided to Patient by Supplier; and (3) any holder of medical information about Patient (including Supplier) to release to the Centers for Medicare and Medicaid Services (or any successor agency) and its agents, to any of Patient’s third party payor(s) including, without limitation, Medicare, Medicaid, CHAMPUS, Tricare, or other public or private payors, and to Supplier, any information needed (subject to “minimum necessary” requirements, as applicable) (A) to determine applicable benefits and qualification for reimbursement of Items furnished by Supplier to Patient; (B) to process claims for Items provided by Supplier to Patient; and/or (C) to conduct healthcare compliance activities (including pre- and post-payment audits) and quality assurance and utilization reviews. The undersigned, as or on behalf of Patient, hereby authorizes his/her healthcare providers and payors to rely on this “Consent to Release of Health Information” without the need for a separate release authorization, to release the specified information for treatment, payment, and healthcare operations purposes as contemplated herein. This consent shall not be effective to permit disclosures of information in cases where a HIPAA-compliant release authorization is required by law, except that the undersigned authorizes the use or disclosure of health information to the extent communications made by Supplier are in exchange for financial remuneration from an affiliate whose product or service is being marketed.

# Patient agreement and consent (continued)

## Agreement to pay

The undersigned agrees to pay for all Items provided by Supplier to Patient. The monthly balance due will be that portion of Supplier's applicable charges not paid by insurance or any other payor, including coinsurance, co-payment and deductible amounts, as well as amounts due for non-covered Items provided to Patient by Supplier. The undersigned agrees to pay the balance due in full upon receipt of an invoice from Supplier. If prompt payment is not made, Supplier may pursue its standard collection policy or other applicable remedies at Supplier's sole discretion. If the undersigned fails to pay any amount due hereunder, he/she hereby grants Supplier a lien and security interest under the Uniform Commercial Code in any personal property of the Patient to secure payment. If payment is more than 90 days past due, Supplier may take all actions permitted by law to enforce the security interest and lien.

## Credit check authorization

The undersigned, as or on behalf of Patient, authorizes Supplier (1) to verify any financial or payment information disclosed by Patient or the undersigned and to perform a credit investigation for the purpose of extending credit for the purchase or rental of Items and (2) to answer any questions from other creditors about Patient's or the undersigned's credit and account experience with Supplier.

## Assignment of benefits

The undersigned, as or on behalf of Patient, requests that payment of authorized benefits be made to Supplier, and authorizes Supplier to collect directly all public and private insurance coverage benefits due for any Items furnished to Patient by Supplier. In the event benefit payments due Supplier are paid directly to Patient or the undersigned, the payee shall immediately, and without request from Supplier, endorse and remit to Supplier all such benefit payment checks. On assigned Medicare claims, Supplier shall accept the applicable Medicare-allowable amount (including deductibles and co-payment) in full for covered Items.

## Miscellaneous

The undersigned certifies that the information provided to Supplier by or on behalf of Patient under Medicare (Title XVIII of the Social Security Act) and/or any other public or private health insurance is correct. Patient, if physically and mentally competent, must sign this Patient Agreement and Consent on his/her own behalf. If Patient cannot sign for himself/herself, the source of the undersigned's authority to sign on behalf of Patient must be stated. This Patient Agreement and Consent is used in lieu of Patient's or his/her representative's signature on the "Request for Payment" HCFA-1500 and on other health insurance claim forms requiring signature and thus, is an extension of those forms. Any person who misrepresents or falsifies information in making a claim under Medicare or any other federal healthcare program may, upon conviction, be subjected to fines and imprisonment under federal law. Penalties may also result from falsification or misrepresentation of other health insurance claims. A copy of this Patient Agreement and Consent may be used in place of the original.

## Florida:

- To report abuse, neglect, or exploitation, call the Center Abuse Registry toll-free at 800-962-2873.
- To address unresolved complaints, call the AHCA Information Center at 888-419-3456.

# Notice of privacy practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

This Notice of Privacy Practices describes how we (including other healthcare providers affiliated with us) may use and release protected health information about you that we maintain.

## Permitted and required disclosures of protected health information: Treatment, payment, and healthcare operations.

As one of your healthcare providers, we may use and disclose protected health information (“PHI”) about you for treatment, payment and healthcare operations without your authorization. Some examples of these types of uses/disclosures are:

- **Treatment.** We may use or disclose PHI about you to provide your prescribed products, equipment or services. We may consult and coordinate with your physician. We may remind you of your medication or supply refills and scheduled visits/appointments. We may provide you information about treatment alternatives or other health benefits and services that may be of interest to you through newsletters or other means. We may also disclose your PHI to other healthcare providers (such as physicians and pharmacies) involved in your treatment
- **Payment.** We may use or disclose your PHI to bill and collect payment for the products, equipment or services we provide you. We may contact your insurer or payor to obtain eligibility and coverage information. We may also disclose your PHI to health plans, healthcare clearinghouses, or other healthcare providers involved in your care for their payment activities.
- **Healthcare operations.** We may also use or disclose your PHI for quality assessment activities, evaluation of our employees’ performance, business planning and development, and management and general administrative purposes. We may disclose your PHI to health plans or other healthcare providers for their quality assessment, employee evaluation or healthcare compliance activities.

We also engage consultants and contractors to perform certain services for us. When the nature of these services involves PHI disclosure, the consultants/contractors are required to appropriately safeguard the PHI they receive.

## Other permitted and required uses and disclosures:

We may use or disclose your PHI for the following reasons without your consent:

- **Persons involved in care/payment.** We may disclose relevant parts of your PHI to family members or other persons involved in your care and its payment. We may notify such persons or public or private entities involved in disaster relief efforts of your location, general condition or death.
- **Limited marketing purposes.** From time to time, we may also provide promotional items of nominal value or marketing information communicated to you in person (face-to-face).
- **Health oversight activities.** We may disclose parts of your PHI to regulatory authorities for purposes of monitoring the healthcare system and compliance with civil rights laws and government regulations and healthcare program requirements.
- **Health or safety.** We may use or disclose parts of your PHI if we believe it is necessary to prevent or lessen a serious and imminent threat to your health and safety or the health and safety of another person or the public. In certain circumstances, this may include disclosing parts of your PHI to local utility companies or emergency services so that they may provide appropriate assistance in the event of an emergency or power outage.
- **Abuse, neglect, or domestic violence.** We may disclose parts of your PHI to appropriate governmental agencies if we believe you may be a victim of abuse, neglect or domestic violence and such disclosure is authorized by applicable law or regulation.
- **Public health activities.** We may disclose parts of your PHI to public health authorities for purposes of controlling disease, injury or disability. We may also release parts of your PHI to the Food and Drug Administration to report adverse events, track products, enable recalls, conduct post-marketing surveillance and other activities in connection with its regulation of the quality, safety and effectiveness of certain products or activities.

# Notice of privacy practices (continued)

- **Research.** We may use or disclose your PHI to perform or facilitate research when permitted by federal and state law. This may include preparing for research or telling you about research studies in which you might be interested.
  - **De-identified information.** We may use or disclose parts of your PHI that do not personally identify you or reveal who you are.
  - **Workers compensation.** To the extent authorized by applicable law, we may disclose your PHI to workers compensation or similar programs that provide benefits for work-related injuries or illnesses.
  - **Correctional institutions.** If you are incarcerated or otherwise in the custody of law enforcement officials, we may disclose certain of your PHI to correctional institution or facility or its authorized personnel.
  - **Legal proceedings.** We may disclose parts of your PHI in any judicial or administrative proceeding pursuant to court order or if we meet other legal requirements.
  - **Law enforcement.** We may disclose parts of your PHI to locate or identify a suspect, fugitive, material witness or missing person; to comply with laws such as those requiring reporting of certain injuries or death or to report certain crimes.
  - **Coroners, medical examiners, and funeral directors.** We may disclose parts of your PHI to coroners and medical examiners for identification purposes, to determine cause of death or as otherwise required by law. We may also disclose, consistent with applicable law, parts of your PHI to funeral directors to permit them to carry out their duties.
  - **Organ or tissue donation purposes.** We may disclose parts of your PHI to organ procurement organizations or other entities to facilitate organ or tissue procurement, banking or transplantation.
  - **Specialized government functions.** Under certain circumstances, we may disclose parts of your PHI to Armed Forces personnel and to Department of State and other federal officials in connection with specialized governmental functions (including military missions, national security and protective services).
  - **Governmental agencies.** We may disclose parts of your PHI to governmental authorities entitled to receive such information, including the Secretary of Health and Human Services.
  - **Required or permitted by law.** We may disclose parts of your PHI in other situations not mentioned previously when required or permitted by law.
- Other disclosures:**  
Uses of PHI for marketing purposes and disclosures that constitute the sale of PHI require your written authorization. Other uses and disclosures of your PHI not described above will be made only with your written authorization.
- Your rights:**  
The following is a statement of your rights regarding your PHI and a brief description of how you may exercise these rights:
- **Access.** You have the right to inspect and copy the PHI we maintain about you except for: psychotherapy notes, information compiled in anticipation of a legal proceeding or other PHI to which your access is limited by federal law. Requests to inspect and copy records must be in writing directed to our Privacy Officer and provide specific information to assist us in fulfilling your request. We may charge a reasonable fee for copying and mailing copies. If we deny your request for access, under most circumstances, you have the right to have the denial reviewed. Please contact our Privacy Officer if you have questions concerning your right to inspect and copy your records.
  - **Confidential communications.** You have the right to request that PHI be sent to you by alternate means or at alternative locations. For instance, you can ask that we send mail to a post office box rather than to your home address. We will accommodate all reasonable requests. Please make this request in writing to our Privacy Officer.
  - **Restrictions.** You have the right to request restrictions on how we use or disclose your PHI for our treatment, payment, and healthcare operations activities. You also have the right to request that we not release any part of your PHI to family members or others who may be involved in your care. Your request must be in writing to our Privacy Officer and must specify what parts of your PHI you do not want released and to whom you do not want it released. However, you have the right to restrict certain disclosures of PHI to a health plan if the purpose of the disclosure is to carry out payment or health care operations and the PHI pertains to a service for which you have paid out of pocket in full.



# Notice of privacy practices (continued)

We are not required to agree to your request, and only our Privacy Officer is authorized to agree to such requests. If we agree to your request, we will abide by the restriction unless the restricted PHI is needed to provide you emergency treatment.

- **Amendment.** You have the right to request that we amend the PHI we maintain about you. Requests for amendment must be in writing, directed to our Privacy Officer and provide a reason to support your request amendment. If we deny your request for amendment, you may file a written statement of disagreement with our Privacy Officer and we will include it in your PHI when used and disclosed.
- **Breach.** You have the right to or will receive notifications of breaches of your unsecured PHI.
- **Accounting.** You have the right to receive an accounting of certain disclosures of PHI made by us. Your request for accounting must be in writing, directed to our Privacy Officer, and must not request an accounting for more than six years. Certain disclosures are not required to be included in the accounting, including: disclosures for our treatment, payment and healthcare operations activities, incidental disclosures, disclosures for national security, disclosures to correctional institutions, certain disclosures of PHI without personally identifying information; and any disclosures made prior to April 14, 2003.
- **Copy of Notice of Privacy Practices.** You have the right to receive a paper copy of our Notice of Privacy Practices even if you agreed to receive our Notice of Privacy Practices electronically. You may obtain a copy from your local service center or by contacting our Privacy Officer and requesting a copy by mail.

## Our responsibilities:

We are required by law to maintain the privacy of protected health information and to provide you notice of our legal duties and privacy practices with respect to protected health information.

We are required to abide by the terms of our Notice of Privacy Practices or applicable state laws which provide for more restrictions on the use and disclosure of your PHI.

## Changes to Notice of Privacy Practices:

We may change the terms of our Notice of Privacy Practices at any time. The new Notice of Privacy Practices will apply to all PHI that we maintain on or after the effective date of the new Notice of Privacy Practices. Upon request to your local service center, we will give you a copy of a new Notice of Privacy Practices. You may also obtain this information by calling our Privacy Officer and requesting a copy by mail.

## Complaints:

If you believe your privacy rights have been violated, you may lodge a complaint by contacting our Privacy Officer. You may also complain to the Secretary of Health and Human Services. We will not retaliate against you for filing a complaint.

## Additional information:

If you need additional information about our Privacy Practices, please contact our Privacy Officer at:

Privacy Officer  
19387 U.S. 19 North  
Clearwater, FL 33764  
Telephone: 800-284-2006, ext. 10028.

Source: 1993;263:2, eff. Aug. 14, 1993, 1997, 108:7 eff Jan 1, 1998, 199:3, eff Jan 1, 1999.

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