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[orders@md-medical.net](mailto:orders@md-medical.net)

Hours of Operation Monday through Friday 8:30 am – 5:00 pm

Notice of Privacy Practices

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## **Your Information. Your Rights. Our Responsibilities.**

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.**

## Your Rights

### When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

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#### Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
  - We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
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#### Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
  - We may say “no” to your request, but we’ll tell you why in writing within 60 days.
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#### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
  - We will say “yes” to all reasonable requests.
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#### Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
  - We are not required to agree to your request, and we may say “no” if it would affect your care.
  - If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.
  - We will say “yes” unless a law requires us to share that information.
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#### Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
  - We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
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#### Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by:  
Sending a letter to  
200 Independence Ave SW, Washington, D.C. 20201,  
Calling 1-877-696-6775, or  
Visiting HHS.GOV Complaints  
([www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)).
- We will not retaliate against you for filing a complaint.

## Your Choices

### For certain health information, you can tell us your choices about what we share.

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

### In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

### In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

### In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## Our Uses and Disclosures

### How do we typically use or share your health information?

We typically use or share your health information in the following ways.

<b>Treat you</b>	<ul style="list-style-type: none"><li>• We can use your health information and share it with other professionals who are treating you.</li></ul>	<i><b>Example:</b> A doctor treating you for an injury asks another doctor about your overall health condition.</i>
<b>Run our organization</b>	<ul style="list-style-type: none"><li>• We can use and share your health information to run our practice, improve your care, and contact you when necessary.</li></ul>	<i><b>Example:</b> We use health information about you to manage your treatment and services.</i>
<b>Bill for your services</b>	<ul style="list-style-type: none"><li>• We can use and share your health information to bill and get payment from health plans or other entities.</li></ul>	<i><b>Example:</b> We give information about you to your health insurance plan so it will pay for your services.</i>

### How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

<b>Help with public health and safety issues</b>	<ul style="list-style-type: none"><li>• We can share health information about you for certain situations such as:<ul style="list-style-type: none"><li>• Preventing disease</li><li>• Helping with product recalls</li><li>• Reporting adverse reactions to medications</li><li>• Reporting suspected abuse, neglect, or domestic violence</li><li>• Preventing or reducing a serious threat to anyone’s health or safety</li></ul></li></ul>	
<b>Do research</b>	<ul style="list-style-type: none"><li>• We can use or share your information for health research.</li></ul>	
<b>Comply with the law</b>	<ul style="list-style-type: none"><li>• We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.</li></ul>	
<b>Respond to organ and tissue donation requests</b>	<ul style="list-style-type: none"><li>• We can share health information about you with organ procurement organizations.</li></ul>	
<b>Work with a medical examiner or funeral director</b>	<ul style="list-style-type: none"><li>• We can share health information with a coroner, medical examiner, or funeral director when an individual dies.</li></ul>	

## Our Uses and Disclosures

### Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
  - For workers' compensation claims
  - For law enforcement purposes or with a law enforcement official
  - With health oversight agencies for activities authorized by law
  - For special government functions such as military, national security, and presidential protective services

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### Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

This notice is effective as of June 9, 2015.

**This Notice of Privacy Practices applies to M.D. Medical Supplies, Inc. only.**

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HIPAA Compliance Dept. / [orders@md-medical.net](mailto:orders@md-medical.net) / 425.556.1490 or 1.800.892.1750

## **Patient Bill of Rights & Responsibilities**

### *As a patient you have the right to:*

1. Expect considerate and respectful care, recognizing fully your dignity and individuality.
2. Participate in the development of the plan of care and discharge plan.
3. Know the name(s) and function(s) of any person or affiliated organization providing care and service.
4. Refuse treatment after being fully informed of and understanding the consequences of such action to the extent provided by law.
5. Be informed of the procedure for submission and resolution of complaints.
6. Voice complaints and recommend changes in policies and services to organization staff members, or any outside representative of your choice, free from interference, coercion, discrimination, or reprisal; and express complaints about the care or services provided and to have any organization investigate such complaints.
7. Be given data privacy and confidentiality; and refuse the release of records to an individual or organization except in the event of our transfer to a health care facility or as required by law or third party contracts.
8. Access to and review of your home care records according to organizational policy.
9. Be given identification by name, title, and organization affiliation of everyone who provides service to you.
10. Be given appropriate and professional quality home care services without discrimination against your race, creed, color, religion, national origin, or sexual preference from service.
11. Be informed of the criteria for administration to service and discharge from service.
12. Be given a statement of services provided and associated cost/payment responsibilities.
13. Be informed of any responsibilities you may have in the care process including payment of bills in a timely manner, notifying the organization of any changes in agreed delivery schedule, treating all organization employees in a kind and courteous manner, and provide an interpreter whenever possible in the event you or your family member does not speak English.
14. Be informed of the ownership of the organization.
15. Be informed of the right to formulate an Advanced Directive and/or Do Not Resuscitate (DNR) order.

### *Patient responsibilities:*

1. The patient should promptly notify M.D. Medical Supplies, Inc. of any equipment failure or damage.
2. The patient is responsible for any equipment that is lost or stolen while in their possession and should promptly notify M.D. Medical Supplies, Inc. in such instances.
3. The patient should promptly notify M.D. Medical Supplies, Inc. of any changes to their address or telephone.
4. The patient should promptly notify M.D. Medical Supplies, Inc. of any changes concerning their physician.
5. The patient should notify M.D. Medical Supplies, Inc. of discontinuance of use.
6. Except where contrary to federal or state law, the patient is responsible for any equipment rental and sale charges which the patient's insurance company/companies does not pay.



## **MEDICARE DMEPOS SUPPLIER STANDARDS**

**Note: This is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c).**

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. A supplier must have an authorized individual (whose signature is binding) sign the enrollment application for billing privileges.
4. A supplier must fill orders from its own inventory, or contract with other companies for the purchase of items necessary to fill orders. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or any other Federal procurement or non-procurement programs.
5. A supplier must advise beneficiaries that they may rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental equipment.
6. A supplier must notify beneficiaries of warranty coverage and honor all warranties under applicable State law, and repair or replace free of charge Medicare covered items that are under warranty.
7. A supplier must maintain a physical facility on an appropriate site and must maintain a visible sign with posted hours of operation. The location must be accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
8. A supplier must permit CMS or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine, answering service or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 CFR § 424.57 (c) (11).
12. A supplier is responsible for delivery of and must instruct beneficiaries on the use of Medicare covered items, and maintain proof of delivery and beneficiary instruction.
13. A supplier must answer questions and respond to complaints of beneficiaries, and maintain documentation of such contacts.
14. A supplier must maintain and replace at no charge or repair cost either directly, or through a service contract with another company, any Medicare-covered items it has rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for the particular item) or unsuitable items (inappropriate for the beneficiary at the time it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these standards to each beneficiary it supplies a Medicare-covered item.
17. A supplier must disclose any person having ownership, financial, or control interest in the supplier.
18. A supplier must not convey or reassign a supplier number; i.e., the supplier may not sell or allow another entity to use its Medicare billing number.
19. A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
20. Complaint records must include: the name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and any actions taken to resolve it.
21. A supplier must agree to furnish CMS any information required by the Medicare statute and regulations.
22. All suppliers must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services, for which the supplier is accredited in order for the supplier to receive payment for those specific products and services (except for certain exempt pharmaceuticals).
23. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
24. All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
25. All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
26. A supplier must meet the surety bond requirements specified in 42 CFR § 424.57 (d).
27. A supplier must obtain oxygen from a state-licensed oxygen supplier.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 CFR § 424.516(f).
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1848(j) (3) of the Act) or physical and occupational therapists or a DMEPOS supplier working with custom made orthotics and prosthetics.





## **TERMS AND CONDITIONS**

### **Release of Information, Assignment Agreement and Agreement to Pay**

I hereby authorize any holder of medical information about me to release to my insurance carrier or any agency or representative of said insurance company for the purpose of obtaining payment for services provided to me. I also authorize the review of my records including medical records by any Federal, State or accrediting body or agency as required by the regulatory, licensing or accrediting body.

I request that payment of authorized Medicare, Medicaid or other insurance be made on my behalf directly to the company for any medical products, supplies or services rendered by the company. In the event payments of insurance benefits are made directly to me, the payee will endorse to the company all checks for such payments. In addition, I agree that I am responsible for any balances of payment existing after insurance coverage has been provided for any such products and services.

I certify that I have read the foregoing and retained a copy of this document. I also certify that I am the patient or am authorized by the patient as the patient's general agent to execute the above and accept its terms. I understand that no modifications of this contract will be binding unless such modifications are in writing, duly accepted, and executed by both parties.

A duplicate copy of this agreement shall be considered the same as an original.

### **Sale Agreement**

If this is a Delivery Receipt for a sale of equipment (as checked on the face side), the following terms apply:

The Patient (including, where applicable, Patient's Agent) acknowledges receipt of the equipment described on the date indicated and accepts the equipment in its "as is" condition (having been inspected by the Patient on delivery).

The Patient agrees to pay the stated price for the equipment, it being understood that credit will be given to the Patient account for payments received from any medical insurance program or from any third party.

The company ("Seller") has not prescribed the equipment and makes no warranty whatsoever, expressed, or implied, of merchantability or fitness of purpose. On the contrary, the Customer understands and agrees that Seller is not a manufacturer of equipment and that Seller is not responsible for any damage whatsoever relating to the sale or use of the equipment. Seller will not charge the Patient for repair or replacement of equipment covered under manufacturer's warranty.

The Patient irrevocably agrees to indemnify and hold the Seller harmless from and against any claim whatsoever which may be brought by any persons arising from the sale, delivery and use of the equipment.

### **Returns**

You may return a product within 45 days of purchase. Products must be in original condition with all parts including instructions and packaging. No credit will be issued unless you meet these conditions. Restocking fees may apply to some returns.

If the item you are returning was received damaged or was shipped in error by M.D. Medical Supplies, we will reimburse you the delivery costs and return all shipping costs. For all other returns, the delivery cost and return shipping cost will not be reimbursed.

### **Non-Refundable Products**

M.D. Medical Supplies cannot accept returns of personal hygiene products, opened packages or incontinence products, commodes, or bathroom equipment.

### **Complaint Protocol**

Customer complaints can be made to M.D. Medical Supplies, Inc. at (425) 556-1490. If unresolved, management will promptly contact the customer and/or customer can contact M.D. Medical Supplies' accrediting body, The Compliance Team, at (215) 654-9110.