



The purpose of this booklet is to provide you with information about your home medical equipment provider. We hope it will answer some of the questions you may have. Your different needs should be taken into account irrespective of your gender, status, age, race, color, religion, disability, sexual orientation or HIV status. We recognize the importance of your privacy and dignity and will do all we can to meet your needs in this respect. We will listen to your views and concerns when making decisions about your care and treatment. We aim to enable you to be independent as far as possible while you have medical equipment with Enos Home Oxygen and Medical Supply.

The mission of Enos Home Oxygen and Medical Supply is to provide high quality, medically necessary durable medical equipment and its related supplies and services to the community of New Bedford, Massachusetts and its surrounding areas. Our respect for patient rights is reflected in the caring and professional manner in which we deliver our equipment and services. The satisfaction of our internal and external customers is our goal, and we are constantly seeking opportunities for improvement. We are committed to maintaining a level of financial performance which will ensure the continued vitality of Enos Home Oxygen and Medical Supply.

**This booklet provides the following information:**

- Our mission statement
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Enos Home Oxygen and Medical Supply are dedicated to providing you and your family the best comprehensive home medical equipment services. We provide the most up to date quality home medical equipment available, and we genuinely treat each and every patient as if they were our own family.

**Our services include:**

- Availability 24/7
- Patient instructions on all pieces of Home Medical Equipment and training of family and caregivers.
- Ongoing equipment maintenance.
- Quality delivery and office staff to assist you in every need.
- Routine deliveries and set-up.
- Respiratory therapy evaluations and follow up on all oxygen and sleep therapy patients.

**ACOMMITMENT TO OUR PATIENTS**

Enos Home Oxygen and Medical Supply are committed to complying with all federal and state regulations. If at any time you have a question or concern regarding any of our activities, please contact our office at the telephone number provided to you at the time of your home medical equipment setup.

# ENOS HOME OXYGEN AND MEDICAL SUPPLY, INC.

**1-800-473-4669**

## Notice of Privacy Practices

Our company is dedicated to maintaining the privacy of your identifiable health information. In conducting our business, we will create records regarding you and the services we provide to you. This Notice tells you about the ways in which ENOS HOME OXYGEN AND MEDICAL SUPPLY, INC. (referred to as “we”) may collect, use, and disclose your protected health information and your rights concerning your protected health information. “Protected health information” is information about you that can reasonably be used to serve you and that relates to you, or the payment for that care.

We are required by law to maintain the confidentiality of health information that identifies you; and to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards. If you have questions about this notice, please contact our Privacy Officer for further information.

The terms of this notice apply to all records containing your health information that are created or retained by our organization. We reserve the right to revise or amend our notice of privacy practices. Any revision or amendment to this notice will be effective for all of your records we have created or maintained in the past, and for any of your records we may create or maintain in the future. Our organization will post a copy of our current notice in our office in a prominent location, and you may request a copy of our most current notice by calling us.

### **HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION (PHI)**

We may use and disclose your PHI for different purposes. The examples below are provided to illustrate the types of uses and disclosures we may make without your authorization for payment, home care operations, and treatment.

- **Payment.** We use and disclose your PHI in order bill and collect payment for the services and items you may receive from us. We also may use and disclose your health information to obtain payment from third parties that may be responsible for such costs, such as family members. Also, we may use your health information to bill you directly or services and items.
- **Treatment.** We may use and disclose your PHI to coordinate services with other health care providers involved in your care. For example, we may collect measurements to identify appropriate seating and mobility system(s). We may obtain and disclose information on CPT diagnosis codes, diagnosis and prognosis, functional limitations, pre-existing health conditions, hospitalizations, prior use of equipment, and information specific to qualifying the patient as dictated by CMN / detailed written order forms.
- **Appointment Reminders.** We may use and disclose your health information to contact you and remind you of visits / deliveries / to ask whether you need additional supplies.
- **Release of information to Family / friends.** We may release your health information to a friend or family member that is helping you to pay for your health care, or who assists in taking care of you.
- **Disclosures Required by Law.** We will use and disclose your health information when we are required to do so by federal, state or local law.

We require any business associates to protect the confidentiality of your information and to use the information only for the purpose for which the disclosure is made. We do not provide customer names and addresses to outside firms, organizations, or individuals except in furtherance of our business relationship with you or as otherwise allowed by law. We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your personal information.

### **OTHER PERMITTED OR REQUIRED DISCLOSURES**

- **As Required by Law.** We must disclose PHI about you when required to do so by law.
- **Public Health Activities.** We may disclose PHI to public health agencies for reasons such as preventing or controlling disease, injury, or disability. **Victims of Abuse. Neglect or Domestic Violence.** We may disclose PHI to government agencies about abuse, neglect, or domestic violence.
- **Health Oversight Activities.** We may disclose PHI to government oversight agencies. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure and disciplinary actions; civil, administrative, and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the health care system in general.
- **Judicial and Administrative Proceedings.** We may disclose PHI in response to a court or administrative order. We may also disclose PHI about you in certain cases in response to a subpoena, discovery request, or other lawful process.
- **Law Enforcement.** We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- **To Avert a Serious Threat to Health or Safety.** We may disclose PHI about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.
- **Workers Compensation.** We may disclose PHI to the extent necessary to comply with state law for workers' compensation programs.

### **YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION (PHI)**

You have certain rights regarding PHI that we maintain about you.

- **Right To Access Your PHI.** You have the right to review or obtain copies of your PHI records, with some limited exceptions. Usually the records include referral information, delivery forms, billing, claims payment, and medical management records. Your access to records can include PHI maintained electronically even if not an electronic health record. Your request to review and/or obtain a copy of your PHI records must be made in writing. We may charge a fee for the costs of producing, copying, and mailing your requested information, but we will *tell* you the cost in advance.
- **Right To Amend Your PHI.** If you feel that PHI maintained by us is incorrect or incomplete, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by us, or you ask to amend a record that is already accurate and complete. If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut that statement.
- **Right to Notification of Breach or Accounting of Disclosures.** You have the right to be notified following a breach of your unsecured PHI. You may request an accounting of disclosures we have made of your PHI. The list will not include our disclosures related to your treatment, our payment or health care operations, or disclosures made to you or with your authorization. The list may also exclude certain other disclosures, such as for national security purposes. Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years. Your request should indicate in what form you want the list (for example, on paper or electronically). We may charge for providing the accounting, but we will tell you the cost in advance.
- **Right To Request Restrictions on the Use and Disclosure of Your PHI.** You have the right to request that we restrict or limit how we use or disclose your PHI for services, payment, or health care operations. You may restrict disclosures of PHI to a health plan if you have paid out-of-pocket in full for the health care item or service. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2)

whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.

- **Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you or that we send information to a certain location. For example, you may ask that we contact you at work rather than at home. Your request to receive confidential communications must be made in writing. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice. You may ask us to give you a copy of this notice at any time.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our privacy Office.
- **Complaints.** If you believe that your privacy rights have been violated, you may file a complaint with us and/or with the Office of Civil Rights. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

September 23, 2013

## **MEDICARE SUPPLIER STANDARDS**

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. An authorized individual (one whose signature is binding) must sign the application for billing privileges.
4. A supplier must fill orders from its own inventory, or must contract with other companies for the purchase of items necessary to fill the order. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or from 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.
8. A supplier must permit CMS (formerly HCFA), or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards. The supplier location must be accessible to beneficiaries during reasonable business hours, and must maintain a visible and posted hours of operation.
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 or cell phone 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 customer 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 must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from calling beneficiaries in order to solicit new business.
12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items, and maintain proof of delivery.
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 directly, or through a service contract with another company, 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 supplier standards to each beneficiary to whom it supplies a Medicare-covered item.

17. A supplier must disclose to the government 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 (formerly HCFA) any information required by the Medicare statute and implementing regulations.

22. All suppliers must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier biller number. The accreditation must indicate the specific products and services for which the supplier is accredited in order for the supplier to receive payment of 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. Must meet the surety bond requirements specified in 42 C.F.R. 424.57 (c).

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 C.F.R. 424.516 (f).

29. DMEPOS suppliers are prohibited from sharing a practice location with certain other Medicare providers and suppliers.

30. DMEPOS suppliers must remain open to the public for a minimum of 30 hours per week with certain exceptions.

\*\*\* If you are admitted to the hospital while using our services, it is a new **Medicare guideline** that we need to be notified of the date of your discharge home. Please call us at 1-800-473-4669.\*\*\*

## **RESPONSIBILITIES OF THE PATIENT**

**You and the home care organization are partners in your health care plan. To insure the finest care possible, you must understand your role in your health care program. As a patient of our organization, you are responsible for the following:**

1. To provide complete and accurate information concerning your present health, medication, allergies, etc. when appropriate to your care or service.



2. To inform a staff member, as appropriate, of your health history, including past hospitalizations, illnesses, injuries, etc.
3. To involve yourself, as needed and as able, in developing, carrying out, and modifying your home care service plan, such as properly cleaning and storing your equipment and supplies.
4. To review the organization's safety materials and actively participate in maintaining a safe environment in your home.
5. To request additional assistance or information on any phase of your care
6. To notify your attending physician when you feel ill, or encounter any unusual physical or mental stress or sensations.
7. To notify the organization when you will not be home at the time of a scheduled home care visit.
8. To notify the organization prior to changing your place of residence or your telephone number.
9. To notify the organization if you are to be hospitalized or if your physician modifies or ceases your home care prescription.
10. To notify the organization when encountering any problem with equipment or services.
11. To make a conscious effort to properly care for equipment supplied and to comply with all other aspects of the home health plan developed for you.
12. As a patient of this home care organization, we expect that you will report any concerns regarding pain and pain management.
13. To make a conscious effort in showing respect and consideration to the organizations staff.
14. To meet financial commitments that has been agreed to with the organization.
15. To accept the consequences for the adverse outcomes if you do not follow the proposed care plan or course of treatment.

## **PATIENT BILL OF RIGHTS**

**As an individual receiving home health care services from our organization, let it be known and understood that you have the following rights:**

1. To select those who provide your home care services.
2. To have your confidentiality, privacy, safety, security and your property respected at all time and to receive our Notice of Privacy Practices.
3. The right to access, request amendment to, and receive an accounting of disclosures regarding your health information as permitted under applicable law.
4. The right to revoke any previous consent for release of medical information or for obtained consent for media recording and filming.
5. To be informed of any experimental or investigational studies that are involved in your care, and be provided the right to refuse any such activity.
6. As a patient of this home care organization, you can expect that your reports of pain will be believed and our concerned staff will quickly respond to your concerns by contacting your home health nurse or physician.
7. To be provided with legitimate identification by any person or persons who enters your residence to provide home care for you.
8. To receive the appropriate or prescribed service in a professional manner without discrimination relative to your age, sex, race, religion, ethnic group, sexual preference or physical or mental handicap.
9. To be promptly informed if the prescribed care or services are not with the scope, mission, or philosophy of Enos Home Oxygen and therefore, be provided with transfer assistance to an appropriate care or service organization.
10. To be dealt with and treated with friendliness, courtesy and respect by each and every individual representing Enos Home Oxygen, who provides treatment or service for you, and be free from neglect or abuse, be it physical or mental.

11. To assist in the development and planning of your health care program that is designed to satisfy, as best as possible, your current needs.
12. To be provided with adequate information from which you can give your informed consent for the commencement of service, the continuation of service, the transfer of service to another health care provider, or the termination of service.
13. To express concerns or grievances, and to recommend modifications to your home care service without fear of discrimination or reprisal.
14. To request and receive complete and up-to-date information relative to your condition, treatment, alternative treatments, and risks of treatments within the physician's legal responsibilities of medical disclosure.
15. To receive care and services within the scope of your health plan promptly and professionally, while being fully informed as to our organization's policies, procedures, and charges.
16. To refuse care, within the boundaries set by law, and receive professional information relative to the ramifications or consequences that will or may result due to such a refusal.
17. To request and receive the opportunity to examine or review your medical records.
18. To request and receive data regarding services or costs thereof privately and confidentially.
19. To formulate and have honored by all health care personnel an advance directive such as a Living Will, a Durable Power of Attorney for Health Care, or a Do Not Resuscitate order.
20. To expect that all information received by this organization shall be kept confidential and shall not be released without written consent.
21. To be involved, as appropriate, in discussion and resolutions of conflicts and ethical issues related to your care.
22. The right to review Enos Home Oxygen's privacy notice.

## **MEDICARE CAPPED RENTAL AND INEXPENSIVE OR ROUTINELY PURCHASED ITEMS NOTIFICATION FOR SERVICES ON OR AFTER 1/1/2006**

### **FOR CAPPED RENTAL ITEMS:**

- Medicare will pay a monthly rental fee for a period not to exceed 13 months, after which ownership of the equipment is transferred to the Medicare beneficiary.
- After ownership of the equipment is transferred to the Medicare Beneficiary, it is the beneficiary's responsibility to arrange for any required equipment service or repair.
- Examples of this type of equipment include: Hospital beds, wheelchairs, alternating pressure pads, air-fluidized beds, nebulizers, suction pumps, continuous air way pressure (CPAP) devices, patient lifts, and trapeze bars.

### **FOR INEXPENSIVE OR ROUTINELY PURCHASED ITEMS:**

- Equipment in this category can be purchased or rented; however, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount
- Examples of this type of equipment include: Canes, walkers, crutches, commode chairs, low pressure and positioning equalization pads, home blood glucose monitors, seat lift mechanisms, pneumatic compressors (Lymphedema pumps) bed side rails, and traction equipment.



## **ADVANCE DIRECTIVES AND EMERGENCY RESPONSE NOTIFICATION**

Because a DNR request may be withdrawn by the patient at any time, Enos Home Oxygen's policy for honoring the patient's advance directive is as follows: Enos Home Oxygen personnel will dial 911 or confirm that someone else in the household has called emergency services. In an emergency situation where medical assistance is required, employees of Enos Home Oxygen would call 911 and wait for emergency medical assistance to arrive. If Enos Home Oxygen has been informed by the patient that an advance directive has been made by the patient indicating a wish NOT to be resuscitated, the Enos Home Oxygen employee will inform the Emergency Medical Technicians (EMTs) that, to the best of their knowledge, an advance directive exists. It is up to the patient / caregivers to make this document readily available to locate by the EMTs. It is understood that if the advance directive cannot be found, the EMTs will proceed with full, aggressive intervention including and up to CPR.

## **SERVICE AND DELIVERY**

### **Business Hours**

The hours of operation for Enos Home Oxygen and Medical Supply are 8:00 AM to 5:00 PM, Monday through Friday and Saturdays 8:00 AM to 4:00 PM. However, Enos staff is available for services 24 hours a day, 7 days a week. Since Enos Home Oxygen is a specialty home medical equipment service, we understand the importance of being available to our patients; therefore, there are not any additional charges for services to include delivery or pick up, even after hours.

### **Delivery**

Deliveries are provided 24 hours a day for our patients. It is preferable that routine and repeat orders be called in 24 hours in advance but at least before 9:00 AM for the same day delivery. Because we understand the heart of home care, we will always make ourselves available should the need arise.

### **Warranty**

All equipment purchased from Enos Home Oxygen and Medical Supply has the same warranty as the manufacturer's warranty for all parts and labor. This warranty is valid only if equipment failure is not due to tampering or improper use during that period. Make certain that any malfunction is not due to inadequate cleaning or failure to follow instructions for use. There is no other express warranty, implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the duration of the express limited warranty and to the extent permitted by law, any and all implied warranties are excluded. This is the exclusive remedy and liability for consequential and incidental damages under any and all warranties is excluded to the extent that exclusion is permitted by law.

## BILLING POLICY

Most insurance will only pay for Home Medical Equipment (H.M.E.) that it determines is reasonable and necessary. The insurance may determine that a particular piece of equipment, or service, although it may otherwise be covered, is not reasonable and necessary under their guidelines. If that is the case, the patient or his legal power of attorney is responsible for the balance due.

Also, most insurance only pay a portion of the entire bill (usually 80%). The remainder is the responsibility of the patient unless he/she has a supplemental insurance policy, such as AARP, Medex, etc. If there is no supplemental insurance policy, Enos Home Oxygen will enter the estimated amount the patient is responsible for on the delivery slip. It is the policy of Enos Home Oxygen to collect any private payments or co-payments upon delivery. We accept personal checks, Visa or MasterCard.

If the patient or his designated representative feels that he/she will have difficulty paying their financial obligation completely, or has any other questions, please call our business office to discuss terms of payment or to request a financial hardship form. Our business office hours are 8:00am-4:00pm Monday through Friday. **THE PATIENT IS FULLY RESPONSIBLE FOR ALL DEDUCTIBLES, COPAYMENTS, COINSURANCES, AND DISALLOWED ITEMS.**

## PATIENT GRIEVANCE AND COMPLAINT PROCEDURE

Our patients are very important to us. We follow comprehensive patient grievance and complaint procedures to help resolve problems that may arise in a rapid and effective manner.

1. When you have a concern that does not need to be addressed immediately, you may speak to the medical service technician delivering your equipment at the next visit.
2. If you do not want to wait to speak to the medical delivery technician, or if the issue you have involves our employee, you can call the office to speak with a manager.