

# COMMUNITY MEDICAL SERVICES, INC.

Business office hours: Monday through Friday, 8:00 AM – 5:00 PM, Central Time

**YOUR INSURANCE** We work with most insurance companies. We submit all documentation necessary to assure that your claim is processed correctly and accurately. It is important to remember that your insurance policy is just that... yours. Our goal is to utilize our years of experience to assist in getting your claim paid correctly. The ultimate responsibility for payment of our charges is yours.

**MISSION STATEMENT** At Community Medical Services, we specialize in supplying high quality home medical products and service. We utilize trained staff with many years of experience working with home care patients. We provide education & support on an individualized basis to enhance the results of treatment and improve the patient's quality of life. We will endeavor to provide the right equipment for the right patient based on our years of experience in providing specialized Home Medical Equipment.

**SCOPE OF SERVICES** Community Medical Services specializes in all aspects of respiratory care, durable medical equipment, and surgical supplies.

**Rental Agreement:** If this is a Delivery Ticket for Rental or equipment the following terms apply: The customer acknowledges receipt of the equipment described, on the service dates indicated, and agrees that title to the equipment shall at all times be and remain Community Medical Services (hereafter referred to as CMS). This is a transaction of lease only; the lessee agrees that he is responsible for all loss, damage, and misuse and to release the equipment for pick-up only to a duly authorized representatives of CMS, to operate the equipment only in the manner for which it was intended, to refrain from making any repairs to the equipment but notifying CMS in the event repairs are necessary, to promptly and faithfully pay the stated rental each month (without pro-rate) until the equipment has been returned. The Customer has been informed and agrees that the CMS is not the manufacturer of the equipment, and is not responsible for any delay or interruption in connection with the delivery or service of the equipment whatsoever relating to the use of the equipment. CMS has not prescribed the equipment, and makes no representations with regard to the suitability of the equipment for any specific purpose of the customer. The Customer irrevocably agrees to indemnify and save CMS harmless from and against any claims whatsoever which may be brought by any persons whomsoever arising from the rental, delivery and use of the said equipment.

**Rental Equipment:** Many of the items you may have received are RENTALS; insurance carriers typically rent items until the purchase price has been met. Please note that on rent to own items, ownership is not transferred to the patient until all financial obligations have been met by all parties. This includes all co-pays, deductibles and any other out of pocket expenses. Many CPAP devices, Wheelchairs, Hospital Beds and Oxygen should be returned to us if they are no longer required. Should you wish to know if your equipment is rental please review your original delivery paperwork or call us at 877-384-5040. All rentals are subject to a full months billing. WE DO NOT PRORATE OUR RENTALS. Please note not all items are allowed for return. Some purchase items are all sales final.

**Sales Agreement:** If this a Delivery Ticket for a Sale of equipment the following terms apply: The Customer acknowledges receipt of the equipment described, on the date indicated, and agrees that the equipment is accepted in its "as is" condition (having been inspected by the Customer upon delivery). The Customer agrees to pay the stated price for the equipment. CMS has not prescribed the equipment, and further makes no warranty whatsoever express or implied of merchantability or fitness for purpose. On the contrary, the Customer has informed and agrees that he or she knows that Seller is not the manufacturer of equipment and is not responsible for the adequacy of the same, or for any defects in the equipment or which may appear from the use and maintenance thereof. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment. CMS will repair or replace free of charge Medicare covered items that are under warranty. The customer irrevocably agrees to indemnify and save Seller harmless from and against any claim whatsoever which may be brought by any persons whomsoever arising from the sale, delivery and use of the said equipment.

**Equipment Pick-Up Agreement:** If this is a Pick-Up Ticket, the following terms and conditions apply. All equipment is subject to inspection before pick up or returned. If any damage, unnecessary abuse, missing or broken items are reported; customer will be notified and charged a fee.

**Returned Goods Policy:** All items must be returned within five (5) business days of delivery in its original unopened manufacturers packaging. All items are subject to inspection. Enteral feeding supplements cannot be returned. Customized and personal care items cannot be returned, although we will replace or repair defective items according to the manufacturer's policy. If we make an error in processing an order, we will issue 100% credit to customer's account.

**Beneficiary Agreement:** For purposes of this agreement, the "beneficiary" is any individual who has current Major Medical/DME (Durable Medical Equipment) insurance coverage, and therefore is also a Customer. If this is a Delivery Ticket for Rental or Purchase of equipment, the following terms and conditions apply in addition to all other terms and conditions of this entire agreement:

The beneficiary agrees that the rented or purchased equipment (as indicated under the description on face side) has been delivered, set-up and/or installed in good working condition; has been advised of the rent-purchase option; that the beneficiary received complete instructions in the use, care and safety standards of the equipment: that the minimum rental period is (1) month, that rental is month to month only; that CMS is not guaranteed of payment by the beneficiary's insurance company; that the beneficiary is fully aware and knowledgeable of his/her insurance policy(s) and that of any other party from which the beneficiary may receive benefits: that all applicable insurance policies covering beneficiary are effective and include Major Medical/DME (Durable Medical Equipment); and to know respective coverage amount(s). Beneficiary is fully responsible

for any and all costs not covered by insurance.

## YOUR RIGHTS AND RESPONSIBILITIES

You have the right to:

- refuse delivery of any and all equipment.
- receive a clear explanation about your condition and have CMS staff communicate in a language that is understandable to you.
- prompt delivery and to be fully informed on the use, and care of all provided equipment.
- expect that all information will be kept in strictest confidence and have your personal privacy respected.
- expect all equipment to be clean and in good repair.
- have your property respected during visits.
- have any questions answered promptly, correctly and courteously.
- have personal, cultural and ethnic preferences considered.
- to participate in planning how service will be provided to you, and to be informed of all options if the need to transfer care arises.
- know that if you are found unresponsive, CMS's policy is for staff to call "911" for emergency medical intervention.

You have the responsibility to:

- give accurate and complete health information concerning your past use of equipment and any change in address, doctor, insurance carrier or prescription.
- assist in developing and maintaining a safe environment.
- follow instruction in care and use of all equipment and request further information concerning anything you do not understand.
- treat CMS associates with respect, courtesy and consideration.
- to order supplies on a timely basis to accommodate reasonable delivery.
- to have someone at home when delivery is scheduled.
- to pay all invoices that are due and not covered by insurance.
- accept the consequences of any refusal or choice of noncompliance, including changes in reimbursement eligibility.

**Complaints** For any questions or concerns regarding your service, please notify us. It is our responsibility to review all formal complaints and respond in writing within 14 days of your complaint. If you have concerns or complaints about safety or quality of care being provided, bring those concerns or complaints to the attention of CMS management. If your concerns are not address to your satisfaction, you may contact the Joint Commission for Accreditation of Healthcare Organizations, Office of Quality Monitoring to report your concerns or register a complaint by calling 1-800-994-6610 or emailing [complaint@jointcommission.org](mailto:complaint@jointcommission.org). Matters concerning billing, insurance and payment disputes are not within the authority of the Joint Commission.

**Medicare Supplier Standards** The products and/or services provided to you by the company 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 at <http://ecfr.gpoaccess.gov>. Upon request we will furnish you a written copy of the standards.

## Notice of Privacy Practices

Effective September 23, 2013

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 CMS (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.

## **Fall Prevention at Home**

Falls happen at home for many reasons. There are several things that are known to add to your risk for falling.

These include:

- Poor vision or hearing
- History of falls
- Use of aids, such as a cane
- Poor nutrition
- Certain medications
- Being over 65 years old
- Conditions of the home, such as slippery floors, loose rugs, cords on floor

Our goal is to help you prevent falls at home!

Here are some things that you can do that will help lower your risk for falls at home.

**Bathroom** - Use a raised toilet seat and safety frame for ease in getting up and down from toilet

- Set water temperature at 120 degrees or less (prevent burns and falls trying to avoid burns)

- Consider a hand-held shower head, shower chair and handrails in the tub

- Place non-skid adhesive strips in the tub.

- Use liquid soap or soap on a rope to prevent dropping soap.

**Other-** Store items used often at waist level. Select furniture with armrests for support in getting up and down. Keep phone within easy reach.

**Lighting** - Replace dim, burned out or glaring lights with bright, soft white light bulbs

- Use a night light

- Make sure lights are easy to turn on and off

- Keep a flashlight available

**Clear Hallways and Stairs-** Remove clutter, especially from hallways and stairwells

- Use handrails while taking the stairs

- Place non-skid treads or bright reflective tape to mark the edge of the stairs

**Floors** - Remove scatter/throw rugs

- Place non-skid treads or double-sided tape under area rugs

- Keep floors free from clutter

- Wipe up spills immediately

- Make sure floors are not slippery

## **Infection Control** How to Stop the Spread of Germs.

Take care to:

- Cover your mouth and nose.
- Clean your hands often.

### **Cover your mouth and nose when coughing or sneezing**

Cough or sneeze into a tissue and then throw it away. Cover your cough or sneeze if you do not have a tissue. Then, clean your hands, and do so every time you cough or sneeze.

### **Alcohol-Based Hand Wipes and Gel Sanitizers**

To keep you healthy, follow these guidelines:

- The single most important practice in preventing infection is frequent hand washing.
- Using a liquid antibacterial soap, lots of friction for about 15 seconds, rinsing thoroughly and drying hands with paper towels is recommended.

### **Wash hands...**

- before and after patient contact
- removal of gloves

Use a 'hand sanitizer' (alcohol gel) frequently.

Wash hands or use a hand sanitizer especially after touching body fluids (that is, respiratory secretions, stool, urine, vomitus) and potentially contaminated surfaces and materials.

### **Visitors in Your Home**

You may consider asking friends and relatives who have colds, flu or infectious disease to postpone their visit until they are feeling better.