

#### **Welcome Letter**

We are pleased to be your provider of home medical and respiratory equipment. Preferred Homecare has multiple locations in AZ, CO, NV.

#### Our company mission statement, philosophy and goals:

- □ We make a meaningful difference in the lives of the patients we serve by providing value-based multiple in-home services and through our recognized leadership and expertise in the therapies and products we provide.
- ☐ To develop a company culture and work environment that focuses on meeting customer needs.
- To develop an operating model that focuses on implementing and improving well-defined processes that effectively meet the needs of our customers and provide a positive work environment for our employees.
- □ To achieve the desired results while always operating at the highest standards of ethics and integrity.

Our staff is available to assist you 24 hours a day, 7 days a week. A clinician is on call during non-business hours to answer your clinical questions and needs.

Preferred Homecare provide a wide range of durable medical equipment, respiratory equipment, clinical respiratory, and rehabilitative equipment. Our staff includes customer service technicians, licensed respiratory therapists, licensed ATP's, billers, office customer service staff, and warehouse technicians.

During admission to our services, you will receive a copy of your rights and responsibilities as a patient of Preferred Homecare. If we will be visiting you – on a regular basis you will be asked whether you have a living will or advance directive A **Living Will** is designed to be used to give your wishes in advance about your medical treatment applicable to the specific conditions stated therein, (**Advance Directives**) and additionally or alternatively for you to appoint someone whom you would wish to be consulted and involved in decisions about your medical care and to represent your views. Please let our staff know if you have an advance directive and post a copy in your home so that we may respect your wishes.

If a local or regional disaster occurs while you are receiving Preferred Homecare services, we will make every attempt to assist you to ensure your safety. If you are receiving continuous oxygen, have a ventilator, or other life sustaining services that cannot be interrupted without risk of your health and safety, you will be identified as a patient with priority needs. We will contact you about equipment or oxygen deliveries. In case of a life-threatening emergency, please call 911 to receive services without delay. If you can no longer safely remain in your home go, to the nearest emergency shelter. Consult local radio or television stations for instructions about the location of and transportation to emergency shelters. We will work cooperatively with you and emergency medical personnel to provide necessary equipment and services.

For your safety and protection, Preferred Homecare delivery staff will always wear a Preferred Homecare uniform along with a Photo ID.

The vehicle they arrive in will have Preferred Homecare name and logo along with the local branch telephone number.

Additionally, Preferred Homecare conduct pre-employment reference and criminal background checks as well as pre-employment and random drug screening.

For regular oxygen deliveries, you should be familiar with your Customer Service Technician(s) as well as your scheduled delivery day. If someone other than your regular driver arrives or if they arrive unexpectedly, contact Preferred Homecare prior to allowing them into your home. If there is ever a change to your delivery person or delivery time we will contact you beforehand to schedule.

If you have a concern about the quality of our care, please feel free to call us at the local number on your Work Order/Delivery Ticket and ask to speak with a Supervisor/Manager. We believe strongly in continuous performance improvement and rely upon your feedback to improve the quality of our services. We commit that the patient/caregiver may file a complaint or concern without fear of retaliation. All complaints will be addressed within 24 hours, reported within 10 calendar days and resolution completed within 30 days unless the agency has and documents a reasonable cause for delay. Below you will find the contact information to our Corporate Office in addition to some important regulatory phone numbers should you require further assistance or resolution to a concern.

Agency/Resource	Arizona	Nevada	Colorado
State Bd. of Pharmacy State Bd. of Nursing	(623) 934-0583	(775) 850-1440	(303) 894-7750
State Bd. of Nursing State Bd. of Resp. Care ACHC Dept. of Public Health	(602) 542-5995 (919) 785-1214 (602) 542-1000	(775) 688-2559 (919) 785-1214 (775) 684-4000	(303) 894-7851 (919) 785-1214 (303) 692-2000
Dept. of Aging & Disabilities Services	N/A	N/A	N/A
Advance Directives Information	(800) 352-8431	(702) 229-6596	(303) 455-9642

**Preferred Homecare (Corporate Office)** 

4601 E Hilton Ave. Ste. 100 Phoenix, AZ 85034 (800) 636-2123 **Billing** AZ, CO, NV

**Mailing Address:** P.O. Box 40700, Mesa AZ 85274-0700

Visit our web site @ www.preferredhomecare.com

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#### Consent

I hereby authorize and consent to the provision of products or services provided to me by Preferred Homecare. I also understand and acknowledge that I am under the control of my attending physician and that Preferred Homecare is not liable for any act or omission, when following the instructions of said physician.

#### **Financial Responsibility**

While insurance coverage may exist for the equipment provided by Preferred Homecare to me, I recognize that all equipment may not be covered, or that reimbursement may be less than 100% of charges billed, in accordance with my coverage. Therefore, I agree to be financially responsible for any balance owing on my account including all co-payments and deductibles. In addition, I agree, unless I am a Medicare recipient and Preferred Homecare has accepted assignment or I am a Medicaid recipient, to immediately pay the full amount due Preferred Homecare if (a) no payment is received by Preferred Homecare within 30 days from the date Preferred Homecare submits a claim, or (b) my physician or I fail to provide Preferred Homecare with information necessary to submit the claim. I agree to transfer immediately to Preferred Homecare any payment made directly to me for equipment provided by Preferred Homecare on an assigned basis. I agree that should Preferred Homecare decline to accept assignment of my benefits from Medicare or any other payer, I will pay the full amount due to Preferred Homecare.

#### **Collection Fees and Charges for Returned Checks**

In the event that it becomes necessary to submit this account to a professional collection agency due to non-payment, a fee of \$25.00 will be added to the account as a "collection service charge". When a check is returned from the bank because of "insufficient funds" or "closed account", there will be a \$25.00 charge added to the account balance as a "returned check fee".

#### **Returned Goods Policy**

I understand that medications, enteral formula, oxygen tanks and disposable supplies dispensed to me may not be returned to Preferred Homecare for credit. For items received in damaged condition, replacement at no charge or full refund will be made if reported within 30 days (except CPAP masks, hoses and filters, which have a 90 day return timeframe). All other types of returns may be accepted if the item is in good condition, and a refund will be made, less a 30% restocking fee.

#### **Rental Agreement**

If this is a delivery receipt for rental of equipment, the following terms apply: I acknowledge receipt of the equipment described, on the date indicated, and agree that title to the equipment shall at all times be and remain in the possession of Preferred Homecare; that this is a transaction of lease only; that the equipment has been fully inspected and has been inspected in good working order and without defects; and further, I agree to protect the equipment (rental only) from all loss and damage and remain responsible for it, to release the equipment for pick-up only to a duly authorized representative of Preferred Homecare to operate the equipment only in the manner for which it was intended, to refrain from making any repairs to the equipment (but that I will notify Preferred Homecare in the event repairs are necessary). Preferred Homecare rental policy allows for a minimum of one month's rental and only one month rental will be applicable towards the purchase price if a purchase is desired. Preferred Homecare may require an additional service charge for services requested by the customer on the weekend or after hours.

I have been informed and agree that the Company is not a manufacturer of the equipment, and is not responsible for the adequacy of the same nor for any defect in the equipment or which may appear from the use and maintenance thereof; nor shall Preferred Homecare be responsible for any delay or interruption in connection with the delivery or service of the equipment or for any damage whatsoever relating to the use of the equipment. Preferred Homecare has not prescribed the equipment, and makes no representations with regard to the suitability of the equipment for any specific purpose of the customer, and assumes no liabilities for any warranties whatsoever, expressed or implied. I agree to accept the manufacturer of the equipment in lieu of any warranties of the seller offers. I irrevocably agree to indemnify and save Company harm from and against any claims whatsoever which may be brought by any persons whomever asking from the rental delivery, and use of said equipment.

#### Sale Agreement

If this is a delivery receipt for a sale of equipment, the following terms apply: I acknowledge receipt of the equipment described, on the date indicated, and agree that the equipment has been fully inspected and is accepted in good working order and without defects. Preferred Homecare (Seller) has not prescribed the equipment, and further makes no warranty whatsoever expressed or implied on merchantability or fitness for purpose. On the contrary, I have been informed and agree that I know that the seller is not a manufacturer of equipment and is not responsible for the adequacy of the same, nor for any defects in the equipment or which may appear from its use and maintenance thereof. I agree to accept the manufacturer of the equipment in lieu of any warranties of Seller offers. Preferred Homecare is not responsible for any damage whatsoever relating to the sale or use of the equipment.

#### Miscellaneous

In the event Preferred Homecare prevails in any action or proceeding to enforce its rights hereunder, I agree to pay all Preferred Homecare reasonable expenses including attorneys fees and court costs. This agreement represents the entire agreement between the parties and supercedes all prior oral and/or written agreements and representations. No provision of this agreement may be waived or modified unless in writing and signed, by Preferred Homecare If any provision is held invalid or unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect.

The undersigned agrees this agreement will be binding on his/her heirs, representatives and assigns. By executing the front of this document I hereby certify that I (a) have read the front and back of this document including the terms an conditions on the reverse side of this form and have received a copy thereof; (b) have received orientation for the service and safe operation maintenance of the equipment as appropriate; (c) have received and read a copy of the Patient's Bill of Rights/Responsibilities and Medicare Supplier Standards, and; (d) am the patient, or am duly authorized as the patient's general agent to execute this agreement and accept its terms.

#### **National Supplier Clearinghouse Medicare DMEPOS Supplier Statement**

The products and/or services provided to you by Preferred Homecare 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.

#### Warranty of Medical Equipment (Excludes disposable supplies)

All sales of new equipment will be accompanied by a copy of the manufacturer's warranty. Rentals of equipment will be maintained in operational status for the use that the equipment was intended by Preferred Homecare. For repair to or replacement of rental equipment, there will be no charge to the patient or their insurance plan, unless it has been determined that intentional damage or negligence has occurred. Preferred Homecare offers a one-year warranty on sales of equipment, from the sale date, including sale conversions. We will repair or replace the item or equipment free of charge within one year of the sale date when the equipment is not working properly. After the one year warranty expires, Preferred Homecare will honor any manufacturer's warranty if one exists. This warranty is not available for disposable items such as masks, hoses and filters for CPAPs. See Returned Goods Policy above.



# Patient's Rights and Responsibilities

Federal law requires that all individuals who receive homecare services be informed of their rights and responsibilities as a patient:

#### Home care patients have the right to:

- Be treated with courtesy and respect without regard to race, color, sex, age, diagnosis or national/ethnic origin;
- Have appropriate assessment and management of pain;
- Be involved in your care planning process;
- Have communication needs met;
- Be assured of privacy and security;
- Be fully informed of all your rights and responsibilities;
- Choose home care providers;
- Receive appropriate and professional care in accordance with physician orders;
- Receive a timely response from the home care provider to your request for service;
- Be admitted for service only if the home care provider has the ability to provide safe, professional, care at the level of intensity needed;
- Receive reasonable continuity of care;
- Receive information necessary to give informed consent prior to the start of any treatment or procedure; choose whether to participate in research or investigational studies or clinical trials;
- Be advised of any change in the plan of care, before the change is made;
- Refuse treatment within the confines of the law and to be informed of the consequences of your action;
- Be informed of your rights under state law to formulate advance directives; have health care providers comply with advance directives in accordance with state law;
- Be informed within reasonable time of anticipated termination of service or plans for transfer to another company;
- Be fully informed of company policies and charges for equipment and services, including eligibility for third party reimbursements;
- Be referred elsewhere, if denied service solely on your inability to pay;
- Voice grievances and suggest changes in service or staff without fear of restraint or discrimination;
- Be informed of what to do in the event of an emergency;
- Be assured of the confidentiality of your healthcare information;
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property;
- Have grievances / complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated.

#### Home care patients have the responsibility to:

- Treat company personnel with courtesy and respect;
- Participate in planning of your care or treatment; to give accurate information regarding your medical information; cooperate and adhere to your plan of care; inform company personnel if you do not understand any instructions regarding your care or equipment;
- Notify company personnel if you will not be home for a scheduled visit or are unable to keep a scheduled appointment;
- Cooperate in the processing of the charges for your equipment and services; give accurate and complete information regardless of the availability of coverage for payment of charges; inform company personnel of any changes in your coverage; pay for charges not covered by insurance in a timely manner;
- Promptly inform the company of any concerns or problems;
- Provide a safe home environment in which your care and services can be provided and received;
- Fulfill financial obligations for services (Refer to AOB/Consent Form):
- Accept responsibility for his/her actions if refusing treatment.



**Emergency Plan** 



**Electrical Safety** 

# **Basic Home Safety Standards**

☐ Cords should not be placed beneath furniture and rugs.	and pets.	
☐ Frayed cords should be replaced.	☐ Know how to call "911" or emergency medical transportation (ambulance).	
☐ Extension cords should not be overloaded. Check rating labels on cord and appliances.	☐ Locate at least one phone where it is accessible in the event an accident renders a person unable to	
☐ Electrical outlets should be grounded.	stand.	
Multiple outlet adaptors should not be used on electrical outlets.	□ Emergency numbers should be posted near the phone, including the numbers of your physician, clinician and family/significant other.	
□ Do not use outlet if sparks or smoke appear, or if outlet becomes very warm.	Fire Safety	
☐ Keep flash lights and extra batteries handy in case a loss of electricity occurs.	☐ Fire regulations recommend one smoke detector on every level of the home. Check batteries on detectors at regular interval.	
☐ Do not touch electrical wires with wet hands.	☐ Develop evacuation plan to exit the residence in the event of fire. Establish clear pathways to all exits. Do not block exits with furniture or boxes.	
Environmental Safety		
□ Rugs, runners and mats should be secured to floor with double-sided adhesive, rubber matting, or be rubber-	☐ Prioritize family members who are dependent, non-ambulatory, or will require assistance.	
backed.	☐ Have key accessible near deadbolt-locked doors.	
□ Carpet edges should be tacked down. Torn, worn or frayed carpeting should be repaired, replaced or removed.	Do not leave cooking unattended for extended periods.	
☐ Cupboards should be organized so that frequently used items are on lower shelves. Sturdy step stool should be used to reach items on high shelves.	Kerosene heaters, wood stoves, fireplaces should not be left unattended while in use. Chimneys should	
	be inspected annually to avoid dangerous build up.	
☐ Handrails and hand grips should be secure.	•	
<ul> <li>□ Handrails and hand grips should be secure.</li> <li>□ Heavy items should be stored flat on lower levels of closet to avoid falling and injuries.</li> </ul>	be inspected annually to avoid dangerous build up.	

## **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:

<u>Treatment, Payment and Healthcare Operations.</u> As one of your healthcare providers, we may use and disclose protected heath 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.
- Research. Subject to certain restrictions, we may disclose parts of your PHI to facilitate
  research when an individual authorization waiver is approved by an institutional review or
  privacy board.
- *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 worker's 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 above 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.

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: 1.800.284.2006, Ext. 10028