

Patient Rights & Responsibilities

Patient Rights:

1. The patient has the right to considerate and respectful service.
2. The patient has the right to obtain service without regard to race, creed, national origin, sex, age, disability, diagnosis or religious affiliation.
3. Subject to applicable law, the patient has the right to confidentiality of all information pertaining to his/her medical equipment service. Individuals or organizations not involved in the patient's care, may not have access to the information without the patient's written consent.
4. The patient has the right to make informed decisions about his/her care.
5. The patient has the right to reasonable continuity of care and service.
6. The patient has the right to voice grievances without fear of termination of service or other reprisal in the service process.

Patient Responsibilities:

1. The patient should promptly notify the Home Medical Equipment Company 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 Home Medical Equipment Company in such instances.
3. The patient should promptly notify the Home Medical Equipment Company of any changes to their address or telephone.
4. The patient should promptly notify the Home Medical Equipment Company of any changes concerning their physician.
5. The patient should notify the Home Medical Equipment Company 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.

Contact Information: Active Medical 3470 Blazer Parkway #350 Lexington, KY 40509 Phone 859-421-1195

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

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

Our Uses and Disclosures

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

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.

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 and in our office.

The products and/or services provided to you by Active Medical are subject to the supplier standards contained in the Federal Regulations shown at 42 code of Federal Regulations Section 424.57©. These standards concern business professional and operational matters (e.g., honoring warranties and hours of operation). The full set of these standards can be obtained from the U.S. Government Printing Office website. Upon request we will furnish you a written copy of the standards.



Active Medical
120 Prosperous Place, Ste 103
Lexington, Ky 40509
O: 859-421-1195
F: 855-244-3350

Dear Sir/Madam,

Your Practitioner has prescribed you these supplies to help manage and treat your diabetes. Our professional medical staff is FOCUSED ON YOU. We are pleased to fulfill your order for you.

Should you have any questions after receiving your new Diabetic supplies, please contact our staff at Active Medical at 859-421-1195, prior to contacting your Practitioner. Many times, we can answer your questions without having to interrupt their hectic daily schedules.

You may also contact us directly for refills. We can directly process your monthly refills without contacting your practitioner.

We are a full service Durable Medical Equipment Provider Accredited in the state of Kentucky and can help supply you with many other products including Diabetic Shoes and inserts, as well as orthopedic bracing and wound care supplies.

We appreciate the opportunity to serve you.

Active Medical Team

ACTIVE MEDICAL

**3470 Blazer Parkway Ste 350
Lexington, KY 40509**

**(859) 421-1195
FAX (855) 244-3350**

Please Read Carefully

The physician's office may prescribe a product as a part of your treatment/surgery. Due to changes in healthcare this physician's office or facility no longer purchases this type of product. Active Medical (AM) is an independent company that has stocked this practice or facility with a variety of products that you may require.

It is your choice to receive the prescribed product(s) here or you may fill your prescription at a local medical supply company. If you choose to receive your product at this time, please be advised AM is the provider of service and will bill you or will bill you or your insurance company as appropriate. You may pay by check or credit card. AM is a Medicare supplier and will accept assignment on all Medicare claims. All patients are ultimately responsible for their deductibles and co-insurance and non-covered items.

Upon receipt of the product(s) please sign and date the attached proof of delivery, authorization to release information, assignment of benefits, receipt of HIPAA privacy practices, receipt of Patient Bill of Rights, receipt of CMS (Medicare) Supplier Standards. In accordance with HIPAA guideline, AM will only communicate with you, unless written notification is submitted to AM. Product Instructions and the CMS Medicare Supplier Standards are provided in the product packaging.

For some Medicare Patients your product may fall into the capped rental and inexpensive or routinely purchased category. If so, we will ask you to sign a "Medicare Capped Rental and Inexpensively or Routinely Purchased Items Notification for Services on or after January 1, 2006" form. This form asks you to choose either a purchase or 13-month rental option. Please note that not all products fall into this category. I have been notified of inexpensive/routinely purchased Medicare guidelines which can be rented or purchased and have elected to purchase these items by my signature below.

Assignment of Benefits: I request that payment of Medicare, Medicaid, Medicare Supplemental or other insurance benefits be made on my behalf to Active Medical, LLC. I authorize any holder of medical information about me to release to Active Medical, my physician(s), caregiver, CMS, its agents and to my primary and/or other medical insurer any information needed to determine or secure eligibility information and/or reimbursement for covered services. I agree to pay all amounts that are not covered by my insurer(s) and for which I am responsible.

General Warranty and Return Policy: AM will honor the original manufacturer warranty and repair and/or replace at no charge any item whereby a product deficiency or failure is noted. If the product fails due to inappropriate usage by the patient, AM will not be held liable and replacement may be at the patient's expense. AM will accept the return of unsuitable items (inappropriate for the patient at the time it was provided), if AM is notified within 72 hours of issue. Unsuitable items will not be billed and or appropriate refunds will be generated. Our "General Warranty and Return Policy" applies to all Medicare beneficiaries. In addition, AM is a Medicare supplier and as such all provisions of CMS Medicare DMEPOS Supplier Standards apply.

Complaint Protocol: If you are unhappy with the services provided by this company please call 859-421-1195. We will respond within 5 calendar days. In the event your complaint is not resolved to your satisfaction you can contact our accrediting organization, "The Compliance Team" at www.thecomplianceteam.org or by calling 1-888-291-5353.

Patient/Client Communications

At Active Medical, we genuinely strive to provide the highest quality in medical equipment and services for our clients. That's why your concerns are our concerns. To insure our service meets your total satisfaction, we will ask you to describe completely, any problem or concern you may have in writing.

