



GENERAL INFORMATION

Liberty Medical Specialties, Inc. is open Monday through Friday from 8:30 a.m. - 5:00 p.m. After-hours and weekend **emergencies** can be handled by calling 910-642-2250 or 1-800-297-7567.

All deliveries of equipment or supplies will be made during our regular business hours whenever possible. Deliveries will be scheduled in advance with the customer or caregiver. From time to time, we may find that it is more expedient to send supplies via mail or UPS. If so, you will be notified. ***We ask that you place your request for additional oxygen cylinders or supplies 24-48 hours in advance.***

IT IS IMPERATIVE THAT YOU KEEP ALL SCHEDULED APPOINTMENTS WITH EITHER THE THERAPIST OR THE DELIVERY TECHNICIAN. Our employees may drive many miles to keep their appointment with you. If an emergency arises, please ***be courteous and call to reschedule immediately.*** This will prevent further delays in providing you with service and supplies.

In the following pages, you will receive information regarding:

Emergency Preparedness
Basic Home Safe
Instructions for Handling Hazard Waste
Supplier Standards
Patient Rights and Responsibilities
Advanced Care Directives
Notice of Privacy Practices
Handwashing Steps to Prevent Infections
Patient Agreement
Patient Grievance Form
Patient Satisfaction Survey

If at any time you have questions regarding your equipment, please call your Customer Service Rep in your branch or a Customer Service Rep at the number listed below.

**If you have any questions or problems, call
Liberty Medical Specialties at 1-800-297-7567.**

Emergency Telephone Numbers

Physician's Name/Phone: _____	Poison Control: _____ (800) 222-1222
Police: _____	Power Company: _____
Fire: _____	Phone Company: _____
Ambulance/EMS: _____	Gas Company: _____
Local Emergency Room: _____	Water District: _____

In the event of a nature of man-made disaster, your personal safety is our first concern. The following Emergency Preparedness TIPS will help you and your family prepare for all types of disasters.

General Emergency Preparedness Tips

Obtain information about emergency situations unique to your community before they happen. (i.e. North Carolina/South Carolina – Hurricanes and Tornadoes)

<ul style="list-style-type: none"> Always follow guidelines and instructions provided by local Law Enforcement, Civil Defense, and Emergency Preparedness Agencies. If physically possible, go to nearest shelter when directed by local authorities. Notify LMSI of your new location if you need to leave your usual place of residence. If unable to locate a LMSI nurse/clinician for information or supplies during an emergency, contact a local emergency room for assistance If advanced warning of an impending disaster is given, notify LMSI if you anticipate a loss of power or will need additional medications, supplies, or nursing services just prior to or during the event Notify local power supply company of power failure. Report special patient needs for back-up generator or priority return of power. When a disaster occurs, notify LMSI if you experience a loss of power, supplies or medication. Manually adjust medication infusion rates or stop infusions as instructed by your LMSI nurse/clinician or physician whenever power failure occurs. If an infusion pump is required for your therapy or additional supplies or medications are needed during a disaster, hospitalization may be required. 	<ul style="list-style-type: none"> Unplug pumps before water comes in contact with IV poles or when power supplies are unsafe or failing. Unplug pumps before water comes in contact with IV poles or when power supplies are unsafe or failing. Utilize other sources of light, such as flashlight or candles. Whenever you are able to physically tolerate it, turn off oxygen before lighting candles. CAUTION: Do not use candles or matches until you have checked for gas leaks. If you are physically unable to get out of bed by yourself, and need to evacuate your residence, instruct your family/caregiver to: <ul style="list-style-type: none"> Place sheet or strong blanket under patient Tie knot in head and foot of sheet Using the sheet, pull the patient to safety, and If two people available for rescue, make chair (from rescuers' arm) and carry patient to safety. Store a transistor radio, flashlight, pipe wrench for gas, water, and shut-off valves, plenty of batteries, blankets, fuel-wood or heating oil, food and bottled water to be prepared in case of any emergency. Use back up generator whenever available.
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Other Emergency Tips for Special Situations

HURRICANE - TORNADO

<ul style="list-style-type: none"> During Hurricane seek high areas, away from possible flooding During Tornado, stay in southeast corner of an inside room. 	<ul style="list-style-type: none"> Stay away from windows, broken glass, and wear shoes at all times After the disaster occurs, check all residents for injuries Check home for gas/water leaks; turn off appropriate valves
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FIRE - FLOOD

<ul style="list-style-type: none"> Notify LMSI after emergency situation is over 	<ul style="list-style-type: none"> Evacuate home to avoid personal injury.
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Basic Home Safety

Maintaining basic safety principles in the home allows you to receive your therapy without problems.

Prior to your therapy, check you home and equipment to make sure it is ready for use.

CHECK YOUR HOME FOR THE FOLLOWING:

- Electrical outlets are not overloaded and properly grounded
- Do not use an extension cord for medical equipment
- Make sure the cord to your equipment is not frayed
- Always keep a flashlight near the bed in case of a power outage
- Remove throw rugs that can cause tripping and dangerous falls
- Remove any cords that may cause tripping and dangerous falls
- Make sure the entry ways and hallways are clear and free of debris
- Make sure you have a fire extinguisher ready for use if necessary
- Check your smoke detectors twice a year to ensure the batteries are operational
- Store you medications in a safe manner and out of the reach of children and others who may not know to avoid it
- If you use a walker or a cane, make sure your oxygen tubing is behind you while you walk to prevent falls
- If you are unsteady on your feet, install safety rails in your home (hallways, bathrooms, etc.) to prevent falls
- Never, ever give personal information over the phone (such as your credit card information, social security number, etc.)
- If you live alone, contact your local hospital to inquire about a service such as Lifeline or SOS
- Prepare your own Emergency Preparedness strategy. For example, if a hurricane is imminent, will you evacuate? If so, where will you go?

**If you have any questions or problems, call
Liberty Medical Specialties at 1-800-297-7567.**

PATIENT INSTRUCTIONS ON THE HANDLING OF HAZARDOUS WASTE

Our company is very concerned about what is happening to our environment. Along with this concern is the understanding that we have a legal and ethical obligation to insure that everything we send you in the way of drugs and supplies must be disposed of properly. There are many categories of disposable waste. Each category may require a different approach to disposal; however, in order to minimize any confusion, we are treating all the drugs/supplies we send you as medical waste. We need your help in making sure that the drugs and supplies we send you are handled and disposed of properly; therefore, the drugs and supplies need to be handled in the following manner:

1. All needles and syringes must be placed into your “sharps container” that was sent with your initial supplies. Do not put your hand into the container. Do not put the cap on the sharps container until it is full. Once sealed the container cannot be reopened without a lot of work. If you do not have another sharps container, let the nurse, pharmacist, or courier know immediately and it will be picked up as soon as possible and replaced with another.
2. If your drug has come in a bag or cassette, they must be placed into the household garbage bag securely fastened.
3. All dressings, bandages, gloves, (masks and gowns when applicable) and any other supplies that are directly related to your therapy must also be placed into a household garbage bag securely fastened.

**THANK YOU FOR HELPING US TO KEEP OUR ENVIRONMENT FREE
FROM MEDICAL WASTE**

MEDICARE DMEPOS SUPPLIER STANDARDS

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

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements and cannot contract with an individual or entity to provide licensed services.
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. This standard requires that the location is accessible to the public and staffed during posted hours of business, with visible signage. The location must be at least 200 square feet and contain space for storing records.
8. A supplier must permit CMS, or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine, answering service or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from contacting a Medicare beneficiary based on a physician's oral order unless an exception applies.
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 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 billing number. The accreditation must indicate the specific products and services, for which the supplier is accredited in order for the supplier to receive payment of those specific products and services (except for certain exempt pharmaceuticals).
Implementation Date - October 1, 2009
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). *Implementation date- May 4, 2009*
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.

PATIENT RIGHTS AND RESPONSIBILITIES

Each patient has the right to:

- Be treated with dignity and respect without regard to race, color, creed, sex, age, individuality, national or ethnic origin, diagnosis, infectious disease, disability, handicap or source of payment and respect of patient's property. Be free from mistreatment, neglect or verbal, mental, sexual and physical abuse including injuries of unknown source and misappropriation of client/patient property.
- Be provided with information regarding ownership, scope of services and charges.
- Choose a health care provider, including, choosing an attending physician.
- Receive appropriate care without discrimination in accordance with physician orders.
- Be able to identify visiting personnel members through proper identification.
- Be informed about his/her illness and treatment, when and how services will be provided, the name and function of any person and agency providing care and service, and the name of the person responsible for coordination of care.
- Make informed decisions about his/her care and actively participate in the planning of care.
- Be instructed on agency policy and procedure regarding the disclosure of clinical records.
- Confidentiality and privacy of all information contained in the client/patient record
- Continuity of care and service provided by personnel who are qualified through education and experience to perform the service for which they are responsible.
- Participate in experimental treatment and research with voluntary, informed consent documented.
- Refuse treatment, within the confines of the law, after being fully informed of and understanding the consequences of such action.
- Confidentiality and privacy in treatment and care, including confidential treatment of patient records and to refuse their release to any individual outside, except in the case of transfer to another health facility, or as required by law or third-party contract.
- Voice complaint and grievance and be informed of procedure for registering complaints without reprisal, coercion, discrimination or unreasonable interruption of services. Have all grievances/ complaints investigated.
- Receive prompt response to all reasonable inquires including grievances.
- Be informed of any financial benefits when referred to an organization. Be informed both orally and in writing, in advance of care being provided of charges, including payment for care/service expected from third parties and any charges for which the client/patient will be responsible.
- Be informed of provider service/care limitations.
- Be fully informed of one's responsibilities and right to exercise patient's rights
- Be informed of patient rights under state law to formulate advanced care directives.
- Be informed of anticipated outcomes of care, changes in plan of care and of any barriers in outcome achievement

Each patient is responsible:

- For providing LMSI with immediate notification of address and/or telephone changes.
- For providing LMSI with immediate notification of changes in insurance coverage.
- For providing accurate and complete information regarding his/her medical history.
- For agreeing to a schedule of services and reporting any cancellation of scheduled appointments.
- For following, participating in the development / updating of the Plan of Care and clinical condition.
- For communication whether he/she clearly understands the course of treatment and Plan of Care.
- For reporting problems, unexpected changes in physical condition, re-hospitalization, concerns or complaints.
- For accepting responsibility for his/her actions if refusing treatment.
- For fulfilling financial obligations for services.
- For respecting the rights of home care providers.
- For immediately reporting to LMSI any equipment that is not fully operational.
- For NOT making any changes or accommodations to equipment belonging to LMSI.



ADVANCE MEDICAL CARE DIRECTIVES PATIENT INFORMATION

The following information is true for most states but be sure to ask your doctor and/or health care provider about the rulings in your state. Liberty Medical Specialties, Inc. recognizes and honors all advance directives.

WHAT ARE MY RIGHTS?

Who decides about my medical care or treatment?

If you are 18 or older and mentally competent, you have the right to make decisions about your medical treatment. You should talk to your doctor or other health care provider about any treatment or procedure so that you understand what will be done and why. You have the right to say yes or no to treatments recommended by your doctor. If you want to control all decisions about your health care even if you become unable to make or express them yourself, you will need an "advance directive".

What is an "advance directive"?

An advance directive is a set of directions you give about the health care you want if you ever lose the ability to make decisions for yourself. There are generally two ways for you to make a formal advance directive. One way is called a "living will"; the other way is called a "health care power of attorney".

Do I have to have an advance directive and what happens if I don't?

Making a living will or health care power of attorney is your choice. If you become unable to make your own decisions, and you have no living will or person named to make medical decisions for you (health care agent), your doctor or health care provider will consult with someone else close to you about your care.

LIVING WILL

What is a living will?

A living will is a document that tells others that you want to die a natural death if you are terminally and incurable sick or in a persistent vegetative state from which you will not recover. In a living will, you can direct your doctor not to use heroic treatments that would delay your dying, for example by using a breathing machine ("respirator" or "ventilator"), or to stop such treatments if they have been started. You can also direct your doctor not to give or to stop giving you food and water through a tube ("artificial nutrition" or "hydration").

HEALTH CARE POWER OF ATTORNEY

What is a health care power of attorney?

You can name a person to make medical care decisions for you if you later become unable to decide yourself. This person is called your "health care agent". In the legal document you name who you want your agent to be. You can say what medical treatments you would want and what you would not want. Your agent then knows what choices you would make.

How should I choose a health care agent?

You should choose someone you trust and then discuss your wishes with the person before you put them in writing.

OTHER QUESTIONS?

How do I make an advance directive?

You must follow several rules when you make a formal living will or health care power of attorney. These rules are to protect you and ensure that your wishes are clear to the doctor or other providers who may be asked to carry them out. Both a living will and health care power of attorney must be written and signed by you while you are still able to understand your condition and treatment choices and to make those choices known. Both types of advance directives must be witnessed by two qualified people and be notarized.

Are there forms I can use to make an advanced care directive?

Yes. There is a living will form and a health care power of attorney form that you can use. These forms meet all of the rules for an advance care directive. Using these special forms is the best way to make sure that your wishes are carried out.

When does an advance directive go into effect?

A living will goes into effect when you are going to die soon and cannot be cured, or when you are in a persistent vegetative state. The powers granted by your health care power of attorney go into effect when your doctor states in writing that you are not able to make or make known your health care choices. When you make a health care power of attorney, you can name the doctor you would want to make this decision.

What happens if I change my mind?

You can cancel your living will either by destroying all the copies of it or by informing your doctor that you want to cancel it. You can change your health care power of attorney by signing another one and by telling your doctor and each health care agent you named of the change.

Whom should I talk to about an advance directive?

You should talk to those closest to you about an advance directive and your feelings about the health care you would like to receive. Your doctor or health care provider can answer medical questions. A lawyer can answer questions about the law. Some people also discuss the decision with clergy or other trusted advisors.

Where should I keep my advance directive?

Keep a copy in a safe place where your family members can get it. Give copies to your family, your doctor or their health care provider, your health care agent and any close friends who might be asked about your care should you become unable to make decisions.

What if I have an advance directive from another state?

An advance directive from one state may not meet all the requirements for another state. To be sure about this, you may want to make an advance directive in the new state also. Or you could have your lawyer review the advance directive from the other state.

Where can I get more information?

Your health care provider can tell you how to get more information about advance directives by contacting:

LIBERTY MEDICAL SPECIALTIES, INC.

PHONE: 1-800-297-7567

This information has been adopted from Medical Care Decisions and Advance Directives issued by the N.C. Dept. of Human Resources.



Contact Information:

Toll Free Phone Number: 1-800-297-7567

Address: P.O. Box 339, 612-10 Jefferson Street, Whiteville, NC 28472

Privacy Officer: Ryan Schacher

NOTICE OF PRIVACY PRACTICES

This Notice is effective March 26, 2013

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

WE ARE REQUIRED BY LAW TO PROTECT MEDICAL INFORMATION ABOUT YOU

We are required by law to protect the privacy of medical information about you and that identifies you. This medical information may be information about healthcare we provide to you or payment for healthcare provided to you. It may also be information about your past, present, or future medical condition.

We are also required by law to provide you with this Notice of Privacy Practices explaining our legal duties and privacy practices with respect to medical information. We are legally required to follow the terms of this Notice. In other words, we are only allowed to use and disclose medical information in the manner that we have described in this Notice.

We may change the terms of this Notice in the future. We reserve the right to make changes and to make the new Notice effective for *all* medical information that we maintain. If we make changes to the Notice, we will:

- Post the new Notice in our waiting area.
- Have copies of the new Notice available upon request. Please contact our Privacy Officer at 1-800-297-7567 to obtain a copy of our current Notice).

The rest of this Notice will:

- Discuss how we may use and disclose medical information about you.
- Explain your rights with respect to medical information about you.
- Describe how and where you may file a privacy-related complaint.

If, at any time, you have questions about information in this Notice or about our privacy policies, procedures or practices, you can contact our Privacy Officer at 1-800-297-7567.

WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU IN SEVERAL CIRCUMSTANCES

We use and disclose medical information about patients every day. This section of our Notice explains in some detail how we may use and disclose medical information about you in order to provide healthcare, obtain payment for that healthcare, and operate our business efficiently. This section then briefly mentions several other circumstances in which we may use or disclose medical information about you. For more information about any of these uses or disclosures, or about any of our privacy policies, procedures or practices, contact our Privacy Officer at 1-800-297-7567.

1. Treatment

We may use and disclose medical information about you to provide healthcare treatment to you. In other words, we may use and disclose medical information about you to provide, coordinate or manage your healthcare and related services. This may include communicating with other healthcare providers regarding your treatment and coordinating and managing your healthcare with others.

Example: Jane is a patient at the health department. The receptionist may use medical information about Jane when setting up an appointment. The nurse practitioner will likely use medical information about Jane when reviewing Jane's condition and ordering a blood test. The laboratory technician will likely use medical information about Jane when processing or reviewing her blood test results. If, after reviewing the results of the blood test, the nurse practitioner concludes that Jane should be referred to a specialist, the nurse may disclose medical information about Jane to the specialist to assist the specialist in providing appropriate care to Jane.

2. Payment

We may use and disclose medical information about you to obtain payment for healthcare services that you received. This means that, within the health department, we may *use* medical information about you to arrange for payment (such as preparing bills and managing accounts). We also may *disclose* medical information about you to others (such as insurers, collection agencies, and consumer reporting agencies). In some instances, we may disclose medical information about you to an insurance plan *before* you receive certain healthcare services because, for example, we may need to know whether the insurance plan will pay for a particular service.

Example: Jane is a patient at the health department and she has private insurance. During an appointment with a nurse practitioner, the nurse practitioner ordered a blood test. The health department billing clerk will *use* medical information about Jane when he prepares a bill for the services provided at the appointment and the blood test. Medical information about Jane will be *disclosed* to her insurance company when the billing clerk sends in the bill.

Example: The nurse practitioner referred Jane to a specialist. The specialist recommended several complicated and expensive tests. The specialist's billing clerk may contact Jane's insurance company before the specialist runs the tests to determine whether the plan will pay for the test.

3. Healthcare Operations

We may use and disclose medical information about you in performing a variety of business activities that we call "healthcare operations." These "healthcare operations" activities allow us to, for example, improve the quality of care we provide and reduce healthcare costs. For example, we may use or disclose medical information about you in performing the following activities:

- Reviewing and evaluating the skills, qualifications, and performance of healthcare providers taking care of you.
- Providing training programs for students, trainees, healthcare providers or non-healthcare professionals to help them practice or improve their skills.
- Cooperating with outside organizations that evaluate, certify or license healthcare providers, staff or facilities in a particular field or specialty.
- Reviewing and improving the quality, efficiency and cost of care that we provide to you and our other patients.
- Improving healthcare and lowering costs for groups of people who have similar health problems and helping manage and coordinate the care for these groups of people.
- Cooperating with outside organizations that assess the quality of the care others and we provide, including government agencies and private organizations.
- Planning for our organization's future operations.
- Resolving grievances within our organization.
- Reviewing our activities and using or disclosing medical information in the event that control of our organization significantly changes.

- Working with others (such as lawyers, accountants and other providers) who assist us to comply with this Notice and other applicable laws.

Example: Jane was diagnosed with diabetes. The health department used Jane's medical information – as well as medical information from all of the other health department patients diagnosed with diabetes – to develop an educational program to help patients recognize the early symptoms of diabetes. (Note: The educational program would not identify any specific patients without their permission).

Example: Jane complained that she did not receive appropriate healthcare. The health department reviewed Jane's record to evaluate the quality of the care provided to Jane. The health department also discussed Jane's care with an attorney.

4. Persons Involved in Your Care

We may disclose medical information about you to a relative, close personal friend or any other person you identify if that person is involved in your care and the information is relevant to your care. If the patient is a minor, we may disclose medical information about the minor to a parent, guardian or other person responsible for the minor except in limited circumstances. For more information on the privacy of minors' information, contact our Privacy Officer at 1-800-297-7567.

We may also use or disclose medical information about you to a relative, another person involved in your care or possibly a disaster relief organization (such as the Red Cross) if we need to notify someone about your location or condition.

You may ask us at any time not to disclose medical information about you to persons involved in your care. We will agree to your request and not disclose the information except in certain limited circumstances (such as emergencies) or if the patient is a minor. If the patient is a minor, we may or may not be able to agree to your request.

Example: Jane's husband regularly comes to the health department with Jane for her appointments and he helps her with her medication. When the nurse practitioner is discussing a new medication with Jane, Jane invites her husband to come into the private room. The nurse practitioner discusses the new medication with Jane and Jane's husband.

5. Required by Law

We will use and disclose medical information about you whenever we are required by law to do so. There are many state and federal laws that require us to use and disclose medical information. For example, state law requires us to report gunshot wounds and other injuries to the police and to report known or suspected child abuse or neglect to the Department of Social Services. We will comply with those state laws and with all other applicable laws.

6. National Priority Uses and Disclosures

When permitted by law, we may use or disclose medical information about you without your permission for various activities that are recognized as "national priorities." In other words, the government has determined that under certain circumstances (described below), it is so important to disclose medical information that it is acceptable to disclose medical information without the individual's permission. We will only disclose medical information about you in the following circumstances when we are permitted to do so by law. Below are brief descriptions of the "national priority" activities recognized by law. For more information on these types of disclosures, contact our Privacy Officer at 1-800-297-7567.

- **Threat to health or safety:** We may use or disclose medical information about you if we believe it is necessary to prevent or lessen a serious threat to health or safety.
- **Public health activities:** We may use or disclose medical information about you for public health activities. Public health activities require the use of medical information for various activities, including, but not limited to, activities related to investigating diseases, reporting child abuse and neglect, monitoring drugs or devices regulated by the Food and Drug Administration, and monitoring work-related illnesses or injuries. For example, if you have

been exposed to a communicable disease (such as a sexually transmitted disease), we may report it to the State and take other actions to prevent the spread of the disease.

- **Abuse, neglect or domestic violence:** We may disclose medical information about you to a government authority (such as the Department of Social Services) if you are an adult and we reasonably believe that you may be a victim of abuse, neglect or domestic violence.
- **Health oversight activities:** We may disclose medical information about you to a health oversight agency – which is basically an agency responsible for overseeing the healthcare system or certain government programs. For example, a government agency may request information from us while they are investigating possible insurance fraud.
- **Court proceedings:** We may disclose medical information about you to a court or an officer of the court (such as an attorney). For example, we would disclose medical information about you to a court if a judge orders us to do so.
- **Law enforcement:** We may disclose medical information about you to a law enforcement official for specific law enforcement purposes. For example, we may disclose limited medical information about you to a police officer if the officer needs the information to help find or identify a missing person.
- **Coroners and others:** We may disclose medical information about you to a coroner, medical examiner, or funeral director or to organizations that help with organ, eye and tissue transplants.
- **Workers' compensation:** We may disclose medical information about you in order to comply with workers' compensation laws.
- **Research organizations:** We may use or disclose medical information about you to research organizations if the organization has satisfied certain conditions about protecting the privacy of medical information.
- **Certain government functions:** We may use or disclose medical information about you for certain government functions, including but not limited to military and veterans' activities and national security and intelligence activities. We may also use or disclose medical information about you to a correctional institution in some circumstances.

7. Authorizations

Other than the uses and disclosures described above (#1-6), we will not use or disclose medical information about you without the “authorization” – or signed permission – of you or your personal representative. In some instances, we may wish to use or disclose medical information about you and we may contact you to ask you to sign an authorization form. In other instances, you may contact us to ask us to disclose medical information and we will ask you to sign an authorization form.

If you sign a written authorization allowing us to disclose medical information about you, you may later revoke (or cancel) your authorization in writing (except in very limited circumstances related to obtaining insurance coverage). If you would like to revoke your authorization, you may write us a letter revoking your authorization or fill out an Authorization Revocation Form. Authorization Revocation Forms are available from our Privacy Officer. If you revoke your authorization, we will follow your instructions except to the extent that we have already relied upon your authorization and taken some action.

The following uses and disclosures of medical information about you will only be made with your authorization (signed permission):

- Uses and disclosures for marketing purposes.
- Uses and disclosures that constitute the sales of medical information about you.
- Most uses and disclosures of psychotherapy notes, if we maintain psychotherapy notes.
- Any other uses and disclosures not described in this Notice.

**YOU HAVE RIGHTS WITH RESPECT
TO MEDICAL INFORMATION ABOUT YOU**

You have several rights with respect to medical information about you. This section of the Notice will briefly mention each of these rights. If you would like to know more about your rights, please contact our Privacy Officer at 1-800-297-7567.

1. Right to a Copy of This Notice

You have a right to have a paper copy of our Notice of Privacy Practices at any time. In addition, a copy of this Notice will always be posted in our waiting area. If you would like to have a copy of our Notice, ask the receptionist for a copy or contact our Privacy Officer at 1-800-297-7567.

2. Right of Access to Inspect and Copy

You have the right to inspect (which means see or review) and receive a copy of medical information about you that we maintain in certain groups of records. If we maintain your medical records in an Electronic Health Record (EHR) system, you may obtain an electronic copy of your medical records. You may also instruct us in writing to send an electronic copy of your medical records to a third party. If you would like to inspect or receive a copy of medical information about you, you must provide us with a request in writing. You may write us a letter requesting access or fill out an **Access Request Form**. Access Request Forms are available from our Privacy Officer.

We may deny your request in certain circumstances. If we deny your request, we will explain our reason for doing so in writing. We will also inform you in writing if you have the right to have our decision reviewed by another person.

If you would like a copy of the medical information about you, we will charge you a fee to cover the costs of the copy. Our fees for electronic copies of your medical records will be limited to the direct labor costs associated with fulfilling your request.

Base Fee is \$15.00 for up to 100 pages, there is an additional fee of \$15.00 for every set of pages less than or equal to 100 pages after the initial set.

We may be able to provide you with a summary or explanation of the information. Contact our Privacy Officer for more information on these services and any possible additional fees.

3. Right to Have Medical Information Amended

You have the right to have us amend (which means correct or supplement) medical information about you that we maintain in certain groups of records. If you believe that we have information that is either inaccurate or incomplete, we may amend the information to indicate the problem and notify others who have copies of the inaccurate or incomplete information. If you would like us to amend information, you must provide us with a request in writing and explain why you would like us to amend the information. You may either write us a letter requesting an amendment or fill out an **Amendment Request Form**. Amendment Request Forms are available from our Privacy Officer.

We may deny your request in certain circumstances. If we deny your request, we will explain our reason for doing so in writing. You will have the opportunity to send us a statement explaining why you disagree with our decision to deny your amendment request and we will share your statement whenever we disclose the information in the future.

4. Right to an Accounting of Disclosures We Have Made

You have the right to receive an accounting (which means a detailed listing) of disclosures that we have made for the previous six (6) years. If you would like to receive an accounting, you may send us a letter requesting an accounting, fill out an **Accounting Request Form**, or contact our Privacy Officer. Accounting Request Forms are available from our Privacy Officer.

The accounting will not include several types of disclosures, including disclosures for treatment, payment or healthcare operations. If we maintain your medical records in an Electronic Health Record (EHR) system, you may request that include disclosures for treatment, payment or healthcare operations. The accounting will also not include disclosures made prior to April 14, 2003.

If you request an accounting more than once every twelve (12) months, we may charge you a fee to cover the costs of preparing the accounting.

Base Fee is \$15.00 for up to 100 pages, there is an additional fee of \$15.00 for every set of pages less than or equal to 100 pages after the initial set.

5. Right to Request Restrictions on Uses and Disclosures

You have the right to request that we limit the use and disclosure of medical information about you for treatment, payment and healthcare operations. Under federal law, we must agree to your request and comply with your requested restriction(s) if:

1. Except as otherwise required by law, the disclosure is to a health plan for purpose of carrying out payment of healthcare operations (and is not for purposes of carrying out treatment); and,
2. The medical information pertains solely to a healthcare item or service for which the healthcare provided involved has been paid out-of-pocket in full.

Once we agree to your request, we must follow your restrictions (except if the information is necessary for emergency treatment). You may cancel the restrictions at any time. In addition, we may cancel a restriction at any time as long as we notify you of the cancellation and continue to apply the restriction to information collected before the cancellation.

You also have the right to request that we restrict disclosures of your medical information and healthcare treatment(s) to a health plan (health insurer) or other party, when that information relates solely to a healthcare item or service for which you, or another person on your behalf (other than a health plan), has paid us for in full. Once you have requested such restriction(s), and your payment in full has been received, we must follow your restriction(s).

6. Right to Request an Alternative Method of Contact

You have the right to request to be contacted at a different location or by a different method. For example, you may prefer to have all written information mailed to your work address rather than to your home address.

We will agree to any reasonable request for alternative methods of contact. If you would like to request an alternative method of contact, you must provide us with a request in writing. You may write us a letter or fill out an **Alternative Contact Request Form**. Alternative Contact Request Forms are available from our Privacy Officer.

7. Right to Notification if a Breach of Your Medical Information Occurs

You also have the right to be notified in the event of a breach of medical information about you. If a breach of your medical information occurs, and if that information is unsecured (not encrypted), we will notify you promptly with the following information:

- A brief description of what happened;
- A description of the health information that was involved;
- Recommended steps you can take to protect yourself from harm;
- What steps we are taking in response to the breach; and,
- Contact procedures so you can obtain further information.

8. Right to Opt-Out of Fundraising Communications

If we conduct fundraising and we use communications like the U.S. Postal Service or electronic email for fundraising, you have the right to opt-out of receiving such communications from us. Please contact our Privacy Officer to opt-out of fundraising communications if you chose to do so.

**YOU MAY FILE A COMPLAINT
ABOUT OUR PRIVACY PRACTICES**

If you believe that your privacy rights have been violated or if you are dissatisfied with our privacy policies or procedures, you may file a written complaint either with us or with the federal government.

We will not take any action against you or change our treatment of you in any way if you file a complaint.

To file a written complaint with us, you may bring your complaint directly to our Privacy Officer, or you may mail it to the following address:

Liberty Medical Specialties
Attn: Privacy Officer – Ryan Schacher
P.O. Box 339
612-10 Jefferson Street
Whiteville, NC 28472

To file a written complaint with the federal government, please use the following contact information:

Office for Civil Rights
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F, HHH Building
Washington, D.C. 20201

Toll-Free Phone: 1-(877) 696-6775

Website: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html>

Email: OCRComplaint@hhs.gov

7 Handwashing Steps to Prevent Infections from Spreading:

1

Don't rush through it.

According to the World Health Organization, the entire handwashing process should take about 40-60 seconds.



2

Wet your hands first.

You can use either cold or warm water. If hands are extremely greasy or dirty, use warm-to-hot water to help trap dirt and grease within the soap itself, thus enabling a better cleaning.



3

Use soap.

Don't scrimp on it; apply enough of it to cover all surfaces of your hands.



4

Rub hands palm-to-palm.

Put your right palm over your left dorsum with interlaced fingers (and vice versa). Then rub them again palm-to-palm with fingers interlaced.



5

Rub your hands, palm-to-palm, vigorously for at least 20 seconds.

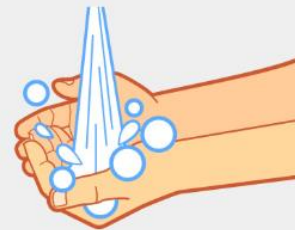
Scrub all surfaces, including the backs of your hands, wrists, between your fingers, and under your fingernails.



6

Rinse your hands with water.

Dry them thoroughly with a single-use towel or air dryer.



7

To avoid recontamination,

use a single-use towel to turn off the water faucet (if necessary).



PATIENT AGREEMENT

Rental Agreement: If this is a Delivery Ticket for Rental of 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 in Lessor ("Company"); that this is a transaction of lease only; that the equipment is accepted in its 'as is' condition (having been inspected by the undersigned [face side] upon delivery); and further, the customer agrees; to protect the equipment from all loss, damage, and misuse and remain responsible for it, to release the equipment for pick-up only to a duly authorized representative of Company, to operate the equipment only in the manner for which it was intended, to refrain from making any repairs to the equipment but notifying Company 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 Company is not manufacturer of the equipment, and is not responsible for the adequacy of the same nor any defects in the equipment or which may appear from the use and maintenance thereof; nor shall Company be responsible for any delay or interruption in connection with the delivery or service of the equipment whatsoever relating to the use of the equipment. Company 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 liability for any warranties whatsoever, express or implied. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment in lieu of any warranties of seller. The Customer irrevocably agrees to indemnify and save Company 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.

Sales Agreement: If this is 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. The Company ("Seller") 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 been informed and agrees that he or she knows that 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 the use and maintenance thereof. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment. 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: Customer agrees equipment will be picked up upon notification in writing at Company's earliest convenience. If this is a Pick-up Ticket, the following terms and conditions apply: All equipment is subject to inspection before it is picked up or returned. If any damage, unnecessary abuse, missing or broken items are reported, customer will be notified and charged a fine. Service will be terminated and equipment picked up if Customer has a 30-day overdue balance.

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; that the beneficiary received complete instruction 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 the Company 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.

Assignment of Benefits: The beneficiary agrees to assign to the Company any and all insurance benefits otherwise payable to beneficiary for service rendered, supplies and/or equipment; to immediately forward any benefits or

PATIENT AGREEMENT

checks otherwise sent directly to Company to Company's address on face side (top-left); To be responsible for all insurance Co-Payment amounts within 30 days of receipt of the balance due. The Company reserves the right to accept assignment on an individual or case by case basis. Should it become necessary to turn beneficiary's account over to a collection agency, beneficiary assumes full responsibility for all legal expenses incurred.

Medical Release Authorization: Beneficiary hereby agrees to authorize the release to Company his or her medical history (including but not limited to prescription formulation as it may relate to either beneficiary's past or contemplated home therapy; To authorize all medical personnel to provide information to Company concerning beneficiary's medical history; To authorize Company to release any information so obtained to any insurance company, public or private agency which may be responsible for beneficiary's medical expenses.

Exchange/Return Policy: Exchanges and/or repairs will be made for defective merchandise that is within the manufacturer's warranty period. Some items may be returnable for a refund, exchange, or credit as long as the products are returned within 15 days of receipt, in like-new, original condition with all of the original documentation included. LMSI reserves the right to refuse or deny any refund or exchange if we conclude the returned product is in other than like-new condition or has been used. Sterile items may not be returned if the seal or packaging is broken or punctured. Wound care products, enteral formula, cushions and pillows, CPAP masks, Negative pressure wound therapy products and other products that the intended use is to be in direct contact with the human body may not be returned. Partial and/or broken lots of products may not be returned. For health concerns, some bath safety products and personal use items (commodes, bath benches, shower chairs, nebulizers, etc.) are non-returnable. Some of the larger items, such as adjustable beds, custom wheelchairs, lift chairs, gerichairs, recliners, and special order products, may not be returnable pending the Manufacturer's and/or LMSI's discretion or approval. Pharmacy items, medications, and medication administration supplies are non-returnable. All items that are subject to regulation by the Federal Drug and Food Administration are non-returnable. Additional charges may apply on a product that was incorrectly ordered by the customer or on non-defective exchanges. A restocking fee may apply. Shipping and handling charges for non-defective and/or warranty repairs may be required.

Solicitation Agreement: The beneficiary agrees to permit supplier to contact (through direct solicitation) beneficiary concerning the furnishing of Medicare-covered items that are to be rented or purchased. Direct solicitation means direct contact, which includes, but is not limited to, telephone, computer, direct mail, email, instant messaging or in-person contact, by supplier or its agents to beneficiary.

Customer/Beneficiary Agreement: A copy of the above terms and conditions are on file. Customer/Beneficiary signature, or the signature of any party taking responsibility for delivery of equipment on behalf of the Customer/Beneficiary indicates full understanding, compliance, and responsibility with this entire agreement; this includes granting permission to Company to use a copy of the entire agreement in place of the original.

I certify by signing this form that I have received a copy of Notice of Privacy Practices. The Notice of Privacy Practices describes the types of uses and disclosures of my protected health information that might occur in my treatment, payment of my bills or in the performance of our company's health care operations. The Notice of Privacy Practices also describes your rights and our company's duties with respect to your protected health information.

Confirmation of Warranty Information: I have chosen the purchase option for the medical equipment prescribed by my physician. I understand the company is no longer responsible for my equipment and I have received a copy of the warranty information offered by the manufacturer. I will contact the manufacturer as requested under the warranty information.

I understand Medicare may reimburse for labor, replacement parts, and temporary rental of one month until my equipment is in working condition and if the equipment is still medically necessary. Upon the time the warranty has expired, I am responsible for all repairs, labor, parts, or whatever may be necessary. The HME company holds no liability or responsibility once purchased.



Patient Grievance Form

If you have a question, problem or complaint regarding your care, please let us know by calling 1-800-297-7567. You will be directed to the Branch Manager in your service area for resolution of your grievance. If the Branch Manager is unable to resolve your problem, the Director of Clinical Services will be contacted to assist in the resolution process. This form may also be filled out if you feel the problem should be formally brought to the attention of the Director of Clinical Services. Upon receipt of this form by the Director, an investigation will be initiated with a phone call and follow in written form. Be assured that every effort will be made to investigate and resolve your concern quickly.

Date: _____ Time: _____

Nature of Grievance (Describe fully – a copy of a letter from the person making the complaint may be attached, if necessary):

Patient Name: _____ Insurance #: _____

Patient Telephone #: _____

Patient Address: _____

Person's Involved: _____

Location: _____

Signature: _____

Below are numbers to call in regards to a complaint:

Liberty Medical Specialties: 1-800-297-7567

HOME HEALTH hotline in NC: 1-800-624-3004 or in SC at 1-800-922-6735

Accreditation Commission for Health Care: 919-785-1214

The Department of Health & Human Facility Services: 1-800-624-3004

The Board of Pharmacy in NC: 919-246-1050 or in SC at 803-896-4700.

You may also mail the Department of Health and Human Services, Complaint Intake Unit, 2711 Mail Service Center, Raleigh, NC 27699-2711.

ADMINISTRATIVE USE ONLY:

Date of Investigation: _____ Persons Conducting Investigation: _____

Findings: _____

Action Taken: _____



Patient Satisfaction Survey

Set-Up Date: _____ Survey Date: _____ Type of Therapy: _____

Below is a short survey. Receiving your comments and ratings is important to us. From this information, we can learn and adapt our services to better serve future patients. We would appreciate any comments you would like to make.

Please rate from 1 to 10 (with 10 being the highest/best rating)

STAFF

Knowledge and Professional Manner	1	2	3	4	5	6	7	8	9	10
Concern for Patient and Helpfulness	1	2	3	4	5	6	7	8	9	10
Availability for Consultation	1	2	3	4	5	6	7	8	9	10

Comments:

DELIVERY OF DRUGS/SUPPLIES/EQUIPMENT

Equipment/Drugs/Supplies were delivered when they were scheduled	1	2	3	4	5	6	7	8	9	10
Politeness and Appearance of Delivery Person	1	2	3	4	5	6	7	8	9	10
Ordering of Additional Supplies was convenient	1	2	3	4	5	6	7	8	9	10

Comments:

WAS EQUIPMENT INVOLVED IN THERAPY? Yes No

Equipment was clean and in good working condition when installed	1	2	3	4	5	6	7	8	9	10
Equipment was picked up at end of therapy	1	2	3	4	5	6	7	8	9	10

Comments:

BUSINESS OFFICE

Knowledge of Billing and Insurance Matters	1	2	3	4	5	6	7	8	9	10
Politeness and Helpfulness	1	2	3	4	5	6	7	8	9	10

Comments:

OVERALL SERVICE 1 2 3 4 5 6 7 8 9 10

What frustrations or difficulties, no matter how small, did you experience?

What comments can you make regarding any improvement we can make in our service?

If needed, would you use our service again? Yes No

CLINICIAN

Clinician was responsive to your concerns and needs	1	2	3	4	5	6	7	8	9	10
Clinician visits were scheduled and on time	1	2	3	4	5	6	7	8	9	10
Clinician training and support made Home Therapy Comfortable	1	2	3	4	5	6	7	8	9	10
Clinician overall rating	1	2	3	4	5	6	7	8	9	10

Comments:

Signature not necessary, but appreciated: _____