

## Important Information for You

Your healthcare provider has prescribed product(s) to be furnished by **Bektex Inc, dba Legends Medical**. Should you have questions regarding the product(s), please contact **Bektex** at 281-419-3535.

## Returned Goods Policy

A product may be returned to Bektex for a full refund within 10 days of the date of delivery if it is not a custom product or irreversibly altered in any way AND meets all guidelines to qualify as "returnable". A "returnable" product is one that is in completely unaltered condition, in the original package with all original packing material and in fully sellable condition. Within 90 days of the date of delivery, a product may also be "returned under warranty" if there is a manufacturer's defect which is reported to Bektex immediately upon discovery of the defect. To report a manufacturer's defect, call 281-419-3535. Bektex accepts returned products which meet all guidelines to qualify as "returnable" or is "returned under warranty". If a product has been paid for by Medicare or another third party, the product will be exchanged for an appropriate alternative product meeting the same coding guidelines within 10 days of the receipt of the product. If an alternative product cannot be provided, Medicare or the third party payer will be repaid. It may take up to 90 days for a repayment to be fully processed.

## Care and Use of Products

In addition to the manufacturer's information included with product(s) provided, please note the following. Product-specific care and use information can also be obtained from Bektex who can assist you with proper utilization and care of the product(s) provided so you can reach your maximum independence and anticipated outcomes.

**ORTHOSSES** Orthoses are used to support or protect a weakened or injured area. Adhere to the wear schedule instructed by your healthcare provider. If a rash or skin irritation develops, apply talcum powder or wear a stocking sleeve under the support. Wash orthoses with cool soapy water. If the orthoses has velcro closures, make sure they are closed and locked before washing. Lay flat on a towel to air-dry.

**PRODUCTS FOR PAIN MANAGEMENT, RECONSTRUCTION OR THERAPY** Electrical products for pain management, reconstruction, or other therapy are to be used according to the schedule instructed by your healthcare provider. Do not continue to use if there is skin irritation or numbness. Components which come in contact with the skin may need to be routinely replaced when they become ineffective. To clean, first disconnect the device from the power source, then wipe with a cool cloth. Never immerse electrical devices in water.

**DURABLE MEDICAL EQUIPMENT** Products classified as Durable Medical Equipment (DME) are generally indicated for safety during ambulation or transfer. Such products include crutches, canes, walkers, wheelchairs, seat assists, and bedside commodes. Appropriate use of these products depends on the treatment goals defined by your healthcare provider. Never utilize DME for mobility or safety assistance if it has not been properly adjusted or you are not comfortable with its features. DME should be surface-cleaned with cool soapy water and towel dried when necessary.

## Capped Rental / Inexpensive or Routinely Purchased Products

Some Durable Medical Equipment products are classified as either an inexpensive or routinely purchased product (IRPP) or a capped rental (CRP). IRPP (including but not limited to: canes, walkers and bedside commodes) can be purchased or rented; however Bektex may supply some of these products as purchase only. When supplied as rentals, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount. For CRP (such as wheelchairs) a monthly rental fee will be paid for a period not to exceed 13 months after which ownership for the product is transferred to the patient. After ownership is transferred, it is the patient's responsibility to arrange for service or repair. Should rented product(s) no longer be medically necessary before the end of the rental period, the product(s) must be returned to Bektex or the patient will be charged for the remainder of the rental period.

## Medicare Supplier Standards

The products and/or services provided to you by the supplier 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://www.ecfr.gpoaccess.gov>. Upon request we will furnish you a written copy of the standards.

## Privacy Statement

**THIS NOTICE DESCRIBES HOW YOUR MEDICAL INFORMATION MAY BE USED OR DISCLOSED.** In accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Bektex is required to inform you of its practices in relation to the protected health information that it maintains about you. HIPAA mandates minimum standards that a covered entity such as Bektex must maintain in relation to your protected health information. This notice is being provided to help you understand how Bektex meets these standards. It is also meant to inform you of the ways that Bektex may use the personal information it collects about you and how it may be disclosed. **UNDERSTANDING YOUR PROTECTED HEALTH INFORMATION...** When you receive care from a healthcare provider, a record of that treatment is made. This record will typically contain information on your diagnosis, treatment, and future plan of treatment and is often collectively referred to as your medical record. This medical record includes protected health information and lays the foundation for determining your plan of care and treatment and allows for a successful means of communication between all healthcare professionals that contribute to your care. HIPAA protects information found in your medical record from disclosure without your authorization. The information protected by HIPAA includes: (1) any information related to your past, present or future physical or mental health; (2) the past, present or future payment for health services you have received; (3) the specific care that you have received, are receiving or will receive; (4) any information that identifies you as the individual receiving the care; and (5) any information that someone could reasonably use to identify you as receiving the care. **TREATMENT, PAYMENT AND HEALTHCARE OPERATIONS...** In providing treatment to you, Bektex will use your protected health information for the purposes of treatment, payment and healthcare operations. (1) Treatment means providing orthotics or durable medical equipment, or other medical supplies, as ordered by your physician. Treatment also includes coordination and consultation with your physician and other healthcare providers. As Bektex provides these services to you, information obtained during this process will be recorded in your medical record. Bektex will use this information, in coordination with other healthcare providers, to determine the best course of treatment for you. (2) Payment purposes consist of activities required to obtain payment from your insurance carrier for the services and products provided to you by Bektex. This includes eligibility determination, pre-certification, billing and collection activities, and obtaining documentation required by your insurer. (3) Healthcare operations include review of your protected health information by members of Bektex's staff to ensure compliance with all regulations that govern Bektex's business practices. It also includes the use of information to fulfill Bektex's general administrative activities. **OTHER USES AND DISCLOSURES...** There are a limited number of other uses and disclosures of protected health information for which Bektex may disclose your protected health information: (1) to a member of your family, other relative, or any other person identified by you, Bektex may disclose protected health information which is directly relevant to such person's involvement with your care or regarding payment related to your healthcare products or services; (2) to a legally-authorized government authority, such as a social service or protective services agency, if Bektex reasonably believes you are a victim of abuse, neglect or domestic violence (3) to law enforcement authorities in response to court orders or subpoenas; (4) to agencies authorized by law to conduct health oversight activities, including audits, investigations, licensing and similar activities; (5) to attorneys, accountants, and others acting on behalf of Bektex, provided they have signed written contracts agreeing to safeguard the confidentiality of the information. **YOUR RIGHTS AS A PATIENT OF Bektex...** You have the following right in relation to your protected health information: You have the right to (1) request in writing additional restrictions to the use or disclosure of your protected health information; however, Bektex is not required to agree to a requested restriction.; (2) request amendments to your medical record; (3) to inspect and obtain a copy of your medical record, subject to certain limitations. (4) to obtain an accounting of disclosure of your medical record for purposes other than treatment, payment and healthcare operations; (5) to revoke authorization to use or disclose your protected health information except to the extent that action has already occurred. **RESPONSIBILITIES OF Bektex** is required to: (1) Maintain the confidentiality of your protected health information. Your state laws may provide more protection than the federal laws and in that case, Bektex abides by the more restrictive statute. (2) Provide you with notice of legal obligations and privacy practices regarding information it may accumulate about you. (3) Notify you if it is unable to agree to a requested restriction. (4) Provide you with a copy of and abide by the terms of this notice. In addition to these responsibilities, Bektex reserves the right to change the terms of this notice and make those changes applicable to all protected health information maintained at that time. If there is a policy revision to this notice, Bektex will provide you with a revised notice to the most recent address on file. **FOR MORE INFORMATION OR TO REPORT A PROBLEM ...** If you have questions, would like additional information or, if you suspect misuse of your protected health information and believe that your rights have been violated, you may, without fear of retaliation, contact Bektex at 281-419-3535 OR contact The Office of Civil Rights U.S. Department of Health & Human Services 200 Independence Avenue SW Room 509F HHH Building Washington, D.C. 20201; phone: 800-368-1019.

## Patient's Bill of Rights

We believe that all patients receiving services from Legends Medical Supplies should be informed of their rights. Therefore, you are entitled to: Be fully informed in advance about care/service to be provided, including the disciplines that furnish care and the frequency of visits, as well as any modifications to the plan of service Be informed of your financial responsibilities in advance of service being provided. Medicare beneficiaries will be informed if assignment is not accepted. Receive information about the scope of services that the organization will provide and specific limitations on those services. Participate in the development and periodic revision of the plan of service. Refuse care or treatment after the consequences of refusing care or treatment are fully presented. Be informed of patient rights under state law to formulate an Advanced Directive, if applicable. Have one's property and person treated with respect, consideration, and recognition of patient dignity and individuality. Be able to identify visiting personnel members through proper identification. Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property. Voice grievances/complaints regarding treatment or care, lack of respect of property or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal. Have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated. Confidentiality and privacy of all information contained in the patient record and of Protected Health Information. Be advised on agency's policies and procedures regarding the disclosure of clinical records. Choose a health care provider, including choosing an attending physician, if applicable. Receive appropriate care without discrimination in accordance with physician orders, if applicable. Be informed of any financial benefits when referred to an organization. Be fully informed of one's responsibilities.

## WORKER'S COMPENSATION: RIGHT TO CHOOSE

The equipment I received is the equipment ordered by my authorized physician. I choose to use this particular equipment supplied by Bektex, Inc. I choose Bektex as my provider and understand that I have this right if applicable under the workers compensation law in Texas. My insurance company may NOT CHANGE the equipment or provider without my prior knowledge and written approval. I choose Bektex as the provider of any future supplies and accessories.