

**Tri-County Medical Supply & Respiratory Services, Inc.
PO Box 760
Salem, AR 72576
(870)-895-5022**

EQUIPMENT WARRANTY INFORMATION FORM

Every DME product sold or rented by Tri-County Medical Supply & Respiratory Services, Inc. that carries a warranty will be identified by our staff and beneficiaries will be notified of the warranty coverage.

Tri-County Medical Supply & Respiratory Services, Inc. will honor all warranties under applicable law. We generally extend the manufacturer's warranty on DME items to ensure their continued usable operation. However, as with the manufacturer, we will not continue to repair or replace equipment which has obviously been misused, abuse, or intentionally damaged repeatedly. We will respond immediately to any beneficiary's request for repair or service on any DME item we have provided.

Tri-County Medical Supply & Respiratory Services, Inc. will repair or replace, free of charge, parts for Medicare covered equipment that is under warranty. Labor is not included in most manufacturers warranties. You will receive information relating to the applicable warranty on products you receive from our company.

We may provide service or repair free or on a contracted basis depending upon the circumstances. These repairs or services will be handled on a case by case basis and coordinated through management.

Tri-County Medical Supply & Respiratory Services, Inc. Client/Patient Bill of Rights and Responsibilities

We believe that all client/patients receiving services from Tri-County Medical Supply & Respiratory Services, Inc. should be informed of their rights.

Therefore, you are entitled to:

1. - Receive reasonable coordination and continuity of services from the referring agency for home medical equipment services.
2. - Receive a timely response from when home care services/care is needed or requested.
3. - Be fully informed in advance about service/care to be provided and any modifications to the Plan of Service/Care.
4. - Participate in the development and periodic revision of the Plan of service/care.
5. - Informed consent and refusal of service/care or treatment after the consequence of refusing service/care or treatment are fully presented.
6. - Be informed in advance of the charges, including payment for service/care expected from third parties and any charges for which the client/patient will be responsible.
7. - Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality.
8. - Be able to identify visiting staff members through proper identification.
9. - Voice grievances/complaints or recommend changes in policy, staff or service/care without restraint, interference, coercion, discrimination or reprisal.
10. - Choose a health care provider.
11. - Confidentiality and privacy of all information contained in the client/patient record and of Protected health Information.
12. - Receive appropriate service/care without discrimination in accordance with physician orders.
13. - Be informed of any financial benefits when referred to an organization.
14. - Be fully informed of one's responsibilities.
15. - Be informed of provider service/care limitations.
16. - Be informed of client/patient rights under state law to formulate advance care directives.
17. - Be informed of anticipated outcomes of service/care and of any barriers in outcome achievement.
18. - Receive reasonable coordination and continuity of services from the referring agency for home medical equipment services.
19. - Receive a timely response from Tri-County Medical Supply & Respiratory Services, Inc. when home care services or care are needed or requested.
20. - Be fully informed in advance about service or care to be provided, and any modifications to the Plan of Service or the Plan of Care.
21. - Participate in the development and periodic revision of the Plan of Service or the Plan of Care.

CLIENT RESPONSIBILITIES

1. - Client agrees that rental equipment will be used with reasonable care, not altered or modified, and returned in good condition (normal wear and tear excepted).
2. - Client agrees to promptly report to Tri-County Medical Supply & Respiratory Services, Inc. any malfunctions or defects in rental equipment so that repair/replacement can be arranged.
3. - Client agrees to provide Tri-County Medical Supply & Respiratory Services, Inc. access to all rental equipment for repair/replacement, maintenance, and/or pick-up of the equipment.
4. - Client agrees to use the equipment for the purposes so indicated and in compliance with the physician's prescription.
5. - Client agrees to keep the equipment in their possession and at the address to which it was delivered unless otherwise authorized by Tri-County Medical Supply & Respiratory Services, Inc.
6. - Client agrees to notify Tri-County Medical Supply & Respiratory Services, Inc. of any hospitalization, change in customer insurance, address, telephone number, physician, or when the medical need for the rental equipment no longer exists.
7. - Client agrees to request payment of authorized Medicare, Medicaid, or other private insurance benefits are paid directly to Tri-County Medical Supply & Respiratory Services, Inc. for any services furnished by Tri-County Medical Supply & Respiratory Services, Inc.
8. - Client agrees to accept all financial responsibility for home medical equipment furnished by Tri-County Medical Supply & Respiratory Services, Inc.
9. - Client agrees to pay for the replacement cost of any equipment damaged, destroyed, or lost due to misuse, abuse or neglect.
10. - Client agrees not to modify the rental equipment without the prior consent of Tri-County Medical Supply & Respiratory Services, Inc.
11. - Client agrees that any authorized modification shall belong to the title holder of the equipment unless equipment is purchased and paid for in full.
12. - Client agrees that title to the rental equipment and all parts shall remain with Tri-County Medical Supply & Respiratory Services, Inc. at all times unless equipment is purchased and paid for in full.
13. - Client agrees that Tri-County Medical Supply & Respiratory Services, Inc. shall not insure or be responsible to the client for any personal injury or property damage related to any equipment; including that caused by use or improper functioning of the equipment; the act or omission of any other third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God.
14. - Client understands that Tri-County Medical Supply & Respiratory Services, Inc. retains the right to refuse delivery of service to any client at any time.
15. - Client agrees that any legal fees resulting from a disagreement between the parties shall be borne by the unsuccessful party in any legal action taken.
16. - Client understands that they be informed from Tri-County Medical Supply & Respiratory Services, Inc. in advance of any changes in the Plan of care.
17. - It is the Clients right:
 1. - To be free from mental and/or physical abuse.
 2. To refuse experimental treatment and/or experimental drugs.
 3. To be treated with dignity in our Plan of Care.
 4. Right to receive or not receive treatment.
 5. Right to privacy of care.
18. The client has the right to be treated granted by their civil rights without any discrimination noted by Tri-County Medical Supply & Respiratory Services, Inc. When the client/patient is unable to make medical or other decisions, the family should be consulted for direction. All staff members will understand and be able to discuss the Client Bill of Rights and Responsibilities with the client/patient and caregiver(s). Each staff member will receive training during orientation and attend an annual in-service education class on the Client Bill of Rights and Responsibilities.

The client/patient and caregiver(s) will also receive a copy of the DMEPOS Supplier Standards, which is Included in the Client/Patient Handouts forms.

DMEPOS SUPPLIER STANDARDS FOR MEDICARE ENROLLMENT

Below is an abbreviated summary of the standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, including the surety bond provisions, are listed in 42 C.F.R. section 424.57(c) and (d) and can be found at:

[CMS.gov/medicare/provider-enrollment-and-certification/enroll-as-a-dmeupos-supplier](https://www.cms.gov/medicare/provider-enrollment-and-certification/enroll-as-a-dmeupos-supplier).

1. A supplier must be in compliance with all applicable federal and state licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the contractor within 30 days.
3. A supplier must have an authorized individual whose signature is binding sign the enrollment application for billing privileges.
4. A supplier must fill orders from its own inventory or contract with other companies for the purchase of items necessary to fill orders. A supplier cannot contract with any entity that is currently excluded from the Medicare program, any state health care programs, or 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 and must maintain a visible sign with posted hours of operation. The location must be accessible to the public and staffed during posted hours of business. 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 is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 C.F.R. section 424.57(c)(11).
12. A supplier is responsible for delivery of and must instruct beneficiaries on the use of Medicare covered items, and maintain proof of delivery and beneficiary instruction.
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 cost either directly or through a service contract with another company, any 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 standards to each beneficiary it supplies a Medicare-covered item.
17. A supplier must disclose 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 Medicare Beneficiary Identifier 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 regulations.
22. A supplier 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 for those specific products and services (unless an exception applies).
23. A supplier 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. A supplier must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
26. A supplier must meet the surety bond requirements specified in 42 C.F.R. section 424.57(d) (unless an exception applies).
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. section 424.516(f).
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1848(j) (3) of the Act), physical and occupational therapists or DMEPOS suppliers working with custom made orthotics and prosthetics.

HIPAA NOTICE PRIVACY PRACTICES

As required by the Privacy Regulations Promulgated Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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 may use and disclose your protected health information (PHI) to carry out treatment payment or health care operations (TPO) and for other purposes health information." Protected health information" is information about you, including demographic information that may deeply, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

Uses and Disclosures of Protected Health Information: Your protected health information may be used and disclosed by our organization our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the organization, and any other use required by law.

Treatment: We will use and disclose your protected health information to provide, coordinate or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

Payment: Your protected health information will be used, as needed to obtain payment for your health care services. For example, obtaining approval to equipment or supplies coverage may require that your relevant protected health information be disclosed to the health plan to obtain approval for coverage.

Healthcare Operation: We may use or disclose, as needed your protected health information in order to support the business activities of our organization. These activities include, but are not limited to, quality assessment activates, employee review activities, accreditation activities, and conducting or arranging for other business activates. For example, we may disclose your protected health information to accrediting agencies as part of an accreditation survey. We may also call you by name while you are at our facility. We may use of disclose your protected health information, as necessary, to contact you to check the status of your equipment.

We may use or disclose your protected health information in the following situations without your authorization: as Required by Law , Public Health issues as required by law Communicate Diseases , Health Oversight , Abuse or Neglect , Food and Drug Administration requirements, Legal Proceedings , Law enforcement , Criminal Activity , Inmates , Military Activity , National Security , and Workers Compensation , Required Uses and Disclosures : Under the law , we must make disclosures to you and when required by the Secretary of the Department of Health and Human services to investigate or determine our compliance with the requirements of the Section 164.500

Other Permitted and Required uses and Disclosures Will Be Made Only with Your consent, Authorization or Opportunity to object, unless required by law.

You may revoke this authorization, at any time, in writing, except to the extent that your physician or this organization has taken an action in reliance on the use or disclosure indicated in the authorization.

Your rights: Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information : Under federal law, however you may not inspect or copy the following records , psychotherapy notes : information compiled in reasonable anticipation of , or use in , a civil criminal or administration action or proceeding , and protected health information that is subject to law that prohibits access to protected health information .

You have the right to request a restriction of your protected health information: The means you may ask us not to use or disclose any part of your protected health, information for the purposes of treatment payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposed as describes in this Notice of Privacy Practices, Your request must state the specific restriction requested and to whom you want the restriction to apply.

Our organization neither is nor required to agree to a restriction that you may request. If our organization believes it is in your best interested to permit use and disclosure of your of your protected health information, your protected health information will not be restricted. You then have the right to use another Health care Professional.

You have the right to request to receive confidential communication from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us. Upon request, even if you have agreed to accept this notice alternatively, e.g. electronically.

You may have the right to have our organization amend your protected health information. If we deny your request for amendment you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

Complaints: You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contract of your complaint. **We will not retaliate against you for filing a complaint.**

We are required by law: to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected health information. If you have any questions concerning or objective to this form, please ask to speak with our President in person or by phone at **870-895-5022**.

Associated companies with whom we may do business: such as an answering service or delivery service, are given only enough information to provide the necessary service to you. No medical information is provided

We welcome your comments: Please feel free to call us if you have any questions about how we protect your privacy. Our goal is always to provide you with the highest quality services.

This notice was published and become effective on/or April 14, 2003.

EMERGENCY PLANNING FOR THE HOME CARE CLIENT /PATIENT

This pamphlet has been provided by our organization to help you plan your actions in case there is a natural disaster where you live. Many areas of the United States are prone to natural disasters such as hurricanes, tornadoes, floods, and earthquakes.

Every client/pamphlet receiving care or services in the home should think about what they would do in the event of an emergency. Our goal is to help you plan ahead and provide you with the best, most consistent service we can during the emergency.

Know What to Expect

If you have recently moved to this area, this is the time to find out what types of natural emergencies have occurred in the past.

Please find out what types of natural emergencies are more prevalent. Please find out when you should evacuate, and when you shouldn't.

Your local Red Cross, local law enforcement agencies, local news and radio stations usually provide excellent information and tips for planning.

Know Where to Go

One of the most important pieces of information you should know is the location of the closest emergency shelter.

These shelters are opened to the public, during voluntary and mandatory evacuation times. They are usually the safest place for you to go or with a friend or relative a home in unaffected area.

Know What to Take With You

If you are going to a shelter, there will be restriction on what times you can bring with you. Not all shelters have adequate storage facilities for medications that need refrigeration.

We recommend that you call ahead and find out with shelter in your area will let you bring you medications and medical supplies. In addition, please inform them of any medical equipment that requires an electrical outlet.

During our planning for a natural emergency, we must contact you and deliver, if possible, at least one week's worth of medication and supplies. Bring all your medications and supplies with you to the shelter.

Reaching Us If There Are No Phones

How do you reach us during a natural emergency if the phone lines don't work? How would you contact us? If there is warning of the emergency, such as a hurricane watch, we will make every attempt to contact you and provide you with the number of our cellular phone.

(Cellular phones normally have service, even when the regular phone lines do not.)

If the emergency was unforeseen, we will try to locate you by visiting your home, or by contacting your home nursing agency. If travel is restricted due to damage from the emergency, we will try to contact you through local law enforcement agencies.

An Ounce of Prevention ...

We would much rather prepare you for an emergency ahead of time than wait until it has happened and then send you the supplies you need.

To do this, we need for you to give us as much information as possible before the emergency. We may ask you for the name and phone number of a close family member, close friend or neighbor.

We may ask:

- Where you will go if an emergency occurs?
- Will you go to a shelter or a relative's home?
- If your doctor has instructed you to go to a hospital, and if so which one?

Having the address of your evacuation site, if it is in another city, may allow us to service your needs through another company.

Helpful tips

- Get a cooler and ice or freezer gel packs to transport your medication
- Get all of your medication information and teaching modules together and take them with you if you evacuate.
- Pack one week's worth of supplies in a plastic lined box or waterproof tote bag or tote box. Make sure the seal is water-tight.
- Make sure to put antibacterial soap and paper towels into your supply kit.
- If possible, get waterless hand disinfectant from TCMS or from a local store. It comes in very handy if you don't have running water.
- If you are going to a friend or relative's or home during evacuation, leave their phone number and address with TCMS and your home nursing agency.
- When you return to your home, contact your home nursing agency and TCMS so we can visit and see what supplies you need.

For More Information

There is much more to know about planning for and surviving during a natural emergency or disaster

To be ready for an emergency, contact your local American Red Cross or Emergency Management Services agency.

An Important Reminder!!!

During any emergency situation, if you are unable to contact our company and you are in need of your prescribed medication, equipment or supplies, you must go to the nearest emergency room or other treatment facility for treatment.

Tri County Medical Supply & Respiratory Services, Inc.

BASIC HOME SAFETY

Your safety is our first concern. We encourage you to take time to read this thoroughly.

General Home Safety

- Have working smoke detectors on each level of your home; check them regularly.
- Keep stairs, halls, and exit areas free of clutter.
- Stairways and halls should be well lit.
- Emergency phone numbers should be posted by the phone.
- Store all chemicals and cleaners in areas that children cannot reach them. All chemicals should be clearly labeled.

Bathroom Safety

- Do not use electrical appliances in the bathtub or shower.
- Use rubber mats or non-skid strips on the floor of the bathtub or shower.
- Keep medicines clearly labeled. Throw away prescriptions that have expired.

Fire Safety

- Have a planned fire exit route.
- Do not smoke when using oxygen; do not smoke in the same room oxygen is stored.
- Do not smoke in bed.
- Have fire extinguishers available in all cooking areas.
- Turn pot handles toward the back of the stove.
- When heaters are in use, make sure that the room is well ventilated.

Electrical Safety

- Plugs and sockets should fit firmly and require some force to insert and remove.
- Do not overload outlets or circuits.
- Always grasp the plug to remove it from the outlet. Never pull on the cord.
- Avoid using extension cords and never overload them.
- Check cords for fraying, bare wires, or other defects, especially at the point where the cord attaches to the equipment.
- Never run a cord across the sink, over a wet floor or under a rug.
- Disconnect equipment that sparks, stalls, blows a fuse, or gives the slightest shock.
- Report equipment malfunctions to Tri County Medical Supply & Respiratory Services, Inc.