

Patient Assignment of Health Insurance Benefits

Medicare: I request that payment of authorized Medicare benefits be made on my behalf to Shore Prosthetics & Orthotics LLC for services furnished to me by Shore Prosthetics and Orthotics LLC. I authorize release of any medical information about me to Centers for Medicare and Medicaid Services, its agents and Shore Prosthetics and Orthotics LLC needed to determine these benefits and to pay the claim.

Insured Assignment of Health Insurance Benefits

MediGap and Other Health Insurance: I request that payment of authorized MediGap and other health insurance benefits be made on my behalf to Shore Prosthetics & Orthotics LLC for services furnished to me by Shore Prosthetics and Orthotics LLC. I authorize release of medical information about me to the insurer and Shore Prosthetics and Orthotics LLC needed to determine these benefits and to pay the claim.

Financial Policy Statement and Acknowledgement of Receipt of Notice of Privacy Policy

As a courtesy to you, Shore Prosthetics and Orthotics LLC, bills your insurance carrier on your behalf. Payment for products and services rendered is ultimately your responsibility and is due at time of service or invoicing. If your insurance company does not remit payment, the balance will be due in full from you. If your insurance carrier in excess of the balance subsequently makes payment on your account, we will promptly refund the credit. If payment is made directly to you for services billed by us, you agree to promptly remit this payment to Shore Prosthetics and Orthotics LLC. A Workers Compensation patient will be responsible for charges if claims for services are denied. Quotes of coverage from your insurance carrier do not guarantee coverage of device. Claims are reviewed by your carrier and can be denied subject to your policy provisions. I am aware that Shore Prosthetics and Orthotics LLC is a separate company and does not necessarily participate with the same insurance carriers as the doctor who prescribed the services. I understand that there is no guarantee that my insurance companies will cover or pay for all of my charges and I understand that I am responsible for all remaining charges. I guarantee the payment of my account with Shore Prosthetics and Orthotics LLC and accept the service as consideration in full for this guarantee.

Shore Prosthetics and Orthotics LLC uses protected health information solely for the purpose of your medical treatment and protects your privacy in accordance with the Health Insurance Portability & Accountability Act (HIPAA). I certify that I have been offered and/or received a copy of the Shore Prosthetics and Orthotics LLC Patient Privacy Policy. The Patient Privacy Policy 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 Shore Prosthetics and Orthotics LLC health care operations. The Patient Privacy Policy also describes my right and Shore Prosthetics and Orthotics LLC duties with respect to my protected health information. Shore Prosthetics and Orthotics LLC reserves the right to change the privacy practices that are described in the Patient Privacy Policy. I may obtain a revised Patient Privacy Policy by calling the office and requesting a revised copy be sent in the mail or by asking for one at the time of my next appointment

Patient Rights

Shore Prosthetics and Orthotics respects and protects your rights as a client. The company bases its actions on ethical standards of conduct and professionalism in accordance with its credentialing organizations, the American Board for Certification in Orthotics and Prosthesis and the Board of Certification/Accreditation, International as well as state and federal compliance mandates. Your rights include joint participation in the decision-making process of your treatment of care, your right to refuse services, to be informed of the risks and outcomes of services, to be educated about the devices provided, to register complaints both to the company as well as its credentialing organizations, to receive appropriate assessment and treatment without regard to race, creed, gender, age, disability, sexual orientation, veteran status, or lifestyle.

PATIENT BILL OF RIGHTS

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| <p>1. Every patient shall have the right to considerate and respectful care.</p> <p>2. Every patient can reasonably expect complete and current information concerning his/her diagnosis, treatment and prognosis in terms he/she can understand. When it is not medically advisable to give the information to the patient, it may be made available to the appropriate person on his/her behalf.</p> <p>3. Every patient shall have the right to know by name and specialty, the practitioner responsible for coordination of his/her care.</p> <p>4. Every patient shall have the right to every consideration of his/her privacy and individuality as it relates to his/her social, religious and psychological well being.</p> <p>5. Every patient shall have the right to respectfulness and privacy as it relates to his/her medical care program. Case discussion, consultation, examination and treatment are confidential and should be conducted discreetly.</p> <p>6. Every patient shall have the right to expect Shore Prosthetics & Orthotics, LLC to provide expected timeframes for delivery and to make reasonable responses to his/her requests.</p> | <p>7. Every patient shall have the right to obtain information on the relationship of Shore Prosthetics & Orthotics, LLC to other health care and related institutions insofar as his/her care is concerned.</p> <p>8. Every patient shall have the right to expect reasonable continuity of care. This shall include but not be limited to what appointment times and practitioners are available.</p> <p>9. Every patient shall be fully informed prior to treatment of the services available in Shore Prosthetics & Orthotics, LLC and of related charges, including any charges for services not covered under Medicare or Medicaid.</p> <p>10. Every patient shall have the opportunity to participate in the planning of his/her medical treatment and to refuse to participate in experimental research.</p> <p>11. Every patient shall be assured confidential treatment of his/her personal records, and may approve or refuse their release to any individual outside Shore Prosthetics & Orthotics, LLC, except as otherwise provided by law or as stated in Shore Prosthetics & Orthotics, LLC Notice of Privacy Practices.</p> <p>12. Every patient shall be fully informed, prior to treatment of the rights and responsibilities set forth in this section and of all rules governing patient conduct and responsibilities.</p> |
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Patient Privacy Policy

In compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA") with regards to "Protected Health Information" ("PHI")*, Shore Prosthetics and Orthotics (otherwise known as "the LLC") agrees as follows:

- A. Authorized Use and Disclosure of PHI.
- 1) The LLC may use or disclose PHI only as necessary to perform functions, activities, or services for or on behalf of the patient and in no event may the LLC use or disclose PHI in a manner that would violate the HIPAA. These include the evaluation and treatment of your medical condition, the coordination with other healthcare professionals involved in your medical care, for payment by your health insurance plan, and when required to do so by federal, state or local law;
 - 2) Subject to the limitations set forth in the HIPAA, the LLC may use or disclose PHI if such disclosure is necessary for the proper management and administration of its patient care business or to carry out its legal responsibilities; and
 - 3) The LLC shall not use, disclose or transmit PHI for re-disclosure in any manner that would violate the requirements of the HIPAA, any company policy or procedure related to PHI, or any applicable law.
- B. Obligations for Use or Disclosure of PHI. At all times, the LLC shall:
- 4) Immediately report to its Compliance Officer, Jonathan E. Yanke, CPO, (410) 897-1141, any use or disclosure of PHI not permitted by this policy of which it becomes aware;
 - 5) Ensure that each of the LLC's agents, subcontractors, or other third-parties to whom the LLC provides PHI agree to the same restrictions and conditions that apply to the LLC with respect to the PHI;
 - 6) Only use or disclose PHI that is minimally necessary to perform its obligations under the agreement or as required by law.
- C. Your rights regarding PHI.
- 7) The LLC represents and warrants that it has implemented and will maintain, appropriate privacy and security safeguards, including but not limited to, appropriate policies and procedures, as are necessary to prevent the use, disclosure, modification or destruction of PHI, except as permitted by this agreement or as required by law.
 - 8) You may inspect and copy your medical and billing information when you have submitted your request in writing.
 - 9) You may amend information that you believe is incorrect or incomplete when you have submitted your request in writing, with evidence, and when the information is existing in our files as your PHI, created by us, is truly deemed to be inaccurate or incomplete.
 - 10) You may request to restrict the use of your PHI that we may disclose in the process of providing your evaluation, treatment, and coordination with other health professionals involved in your medical care with the exception of information in the event of a need for your emergency treatment when you submit your request to us in writing. The LLC is not required to agree to such restrictions, but if it agrees, the LLC must abide by those restrictions.
 - 11) Any other use of your PHI will only be made with your written permission and you may revoke that permission in writing at any time.
 - 12) In the event of a breach of security regarding PHI, the LLC will act in accordance with changes mandated in the American Recovery and Reinvestment Act of 2009 ("ARRA"). You will be notified of a breach of security within 60 days of the LLC's awareness of the breach. If the breach involves, 500 persons or more, the Secretary of Health and Human Services ("HHS") will be notified within 60 days of the LLC's awareness of the breach. Any business associates involved in your care is required by the LLC to similarly abide by the HIPAA and ARRA regulations.

*"PHI" or "Protected Health Information" is information about you that may identify you, may concern your past, present and future physical or mental health or condition, may include health care services related to your health or condition, or may involve payment for your healthcare services.

Shore Prosthetics and Orthotics LLC (410) 897-1141

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.
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. 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 may not 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 CFR § 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 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 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 for those specific products and services (except for certain exempt pharmaceuticals).
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. A supplier must meet the surety bond requirements specified in 42 CFR § 424.57 (d).
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 CFR § 424.516(t).
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 18480 (3) of the Act) or physical and occupational therapists or a DMEPOS supplier working with custom made orthotics and prosthetics .

Visual Images

Photographs, videotapes, and digital or other images may need to be recorded to document your care. Shore Prosthetics and Orthotics LLC retains ownership rights to these photographs, videotapes, and digital or other images. We will store them in a secure manner in order to protect your privacy. You have the right to view these images or to obtain copies. You must give us reasonable time to prepare for your visit to our office to see them or to make copies. If you cannot see them personally, you may designate someone to do so on your behalf.

Warranty Policy on Prosthetic and Orthotic Devices and Return Policy

Every product sold or rented by our company carries a 1-year manufacturer's warranty. Shore Prosthetics and Orthotics will notify all Medicare beneficiaries and other beneficiaries of the warranty coverage and we will honor all warranties under applicable law. Shore Prosthetics and Orthotics will repair or replace, free of charge, Medicare-covered equipment and all other devices provided that are under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

Necessary adjustments or modifications, not due to anatomical changes, will be made, at no charge, for the warranty period of 1-year after the date of delivery. Modifications required due to anatomical changes of the extremity will be provided, at no charge for a period of six (6) months. There will be a separate (non-warranty) charge for repairs, maintenance, adjustments or modifications that are made as a result of abuse or undue rough-wear as any additional adjustments which are prescribed by a physician.

Manufacturers' warranties for components will be passed on to the patient as they apply. These warranties apply to components not directly manufactured by Shore Prosthetics and Orthotics such as: orthotic joints, prosthetic feet, knees, liners, sleeves and other components pre-manufactured.

Failure to contact the treating practitioner, or infrequent or non-use of a device does not absolve the patient /agency from the responsibility for payment. Since the device is custom fabricated and prescribed by a physician, it cannot be returned for credit on the account. Prescribed "off the shelf" items that have been fit to the patient cannot be returned for credit because of hygienic concerns. Only unopened items can be returned.

It is the patient's best interest to communicate with the practitioner on a timely basis and to allow time to resolve any problems experienced as efficiently and quickly as possible. It is the goal of Shore Prosthetics and Orthotics to provide the patient with the best possible care.

Complaint Resolution Policy

The patient has the right to freely voice grievances and recommend changes in care or services without fear of reprisal or unreasonable interruption of services. Service, equipment and billing complaints will be communicated to management and upper management. These complaints will be documented in the Medicare Beneficiaries Complaint Log, and completed forms will include the patient's name address, telephone number, and health insurance claim number, a summary of the complaint, the date it was received, the name of the person receiving the complaint and a summary of actions taken to resolve the complaint. All complaints will be handled in a professional manner. All logged complaints will be investigated, acted upon, and responded to in writing or by telephone by a manager within a reasonable amount of time after the receipt of the complaint. If there is no satisfactory resolution of the complaint, the next level of management will be notified progressively and up to the owner of the company. The patient will be informed of this complaint resolution protocol at the time of set-up of service.

Within 5 calendar days of receiving a complaint, the supplier will acknowledge receipt of complaint and proceed with an investigation for resolution. Within 14 calendar days of receiving a complaint, the supplier will provide the beneficiary with written notification of the response of this investigation.

The supplier will honor warranties as outlined in the Medicare Supplier Standards and the Shore Prosthetics and Orthotics LLC warranty policy included in this handout. In the event that an issue is not resolved to the patient's satisfaction, the patient has recourse to contact the American Board for Certification at (703) 836 - 71 14 and/or the Board of Certification/Accreditation, International at (877) 776-2200 and/or CMS (1 800 MEDICARE) and/or respective state consumer protection hotlines: MD (410) 582-8662, St Croix (340) 773-2226, St Thomas (340) 774-3130.