

# Patient Information Booklet



**ROTECH**<sup>®</sup>  
HEALTHCARE INC.

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# WELCOME!

**Thank you** for choosing our company to be your home medical equipment supplier. Please keep this booklet handy for reference.

We are dedicated to providing professional and comprehensive home medical equipment, supplies and services to our patients. We accept only those patients whose home health needs can be met by the services we offer

Our services include:

- Patient instruction and training.
- Clinical assessment as ordered by your physician.
- Quality clinical, delivery and office personnel to assist you.
- 24 hours, 7 days-a-week emergency service for rental equipment issues.
- Routine delivery and set-up when required or necessary.
- Transition to your home from a hospital
- Transfer to or from our service area to another area.
- Help answer questions about your insurance carrier requirements for billing and reimbursement.



## Objective, Purpose, Vision & Mission

Our **OBJECTIVE** is to provide the highest quality home health care equipment, supplies and services to the community and our patients.

Our **PURPOSE** is to assist patients with selecting equipment or products to best meet their medical needs, as prescribed by their physician, while being mindful of our fiscal responsibility.

Our **VISION**, *We Care About Pa'tient Care*, focuses on service that adds value to the customer.

- We are a team and need to operate as a team every day in every location.
- We are a care giving organization devoted to clinical and service excellence.
- Patients are our ultimate customers, those whom we serve every day across all of our communities.

Our **MISSION** is to become the industry's leader in patient service and ease of doing business through providing home respiratory care and durable medical equipment and services to patients.

- To our patients, our mission is to make their lives better.
- To our referral sources, our mission is to make their lives easier.
- To our employees, our mission is making all the difference.

## Compliance Commitment

Rotech follows all federal, state and local statutes and regulations. If you have questions or concerns regarding any of our activities, please contact our office at the phone number listed on the front of this booklet.

## Delivery, Service, Repair & Warranty Policies

### Business Hours

Hours of operation for most Rotech Locations:

Monday - Friday  
9:00AM - 12:00PM  
and 1:00PM - 4:00PM\*

*\*Locations may have extended hours to comply with specific payer contracts.*

Hours of operation are posted at the entrance of all Rotech Locations.

We offer 24-hour service for rental equipment-related emergencies after business hours, including weekends and holidays.

We operate in a smoke-free environment. Smoking is prohibited in all Rotech facilities, vehicles, patient's home or property.



### Missed Appointments

We understand you may need to miss an appointment due to a family emergency or work.

- If you need to cancel, please provide us at least 24 hours notice (*when possible*).

### Signed Receipt/Proof of Delivery

Patients or their designated responsible party must be present at the delivery address for scheduled deliveries.

- You must sign a delivery ticket as proof you received the equipment.



- Drivers cannot leave equipment (*or oxygen cylinders*) unattended on a porch or garage.
- Drivers are not permitted to go off-route to attempt to redeliver. If you miss a scheduled appointment, you will be required to come to our local office to pick up any supplies needed before the next scheduled delivery.

### Rental Equipment

Customers are responsible for routine maintenance (*e.g., washing cabinet filters on oxygen concentrators*) and cleaning rented equipment using the instructions provided in Rotech's Home Medical Equipment Booklet

- Available for download at [www.rotech.com](http://www.rotech.com).

Service, parts and labor are provided free of charge on rental equipment (*except for customer misuse/abuse of equipment*).

- You are responsible to pay repair costs for damage caused by misuse/abuse.

### Equipment Repairs and Replacement Cost Due to Customer Negligence

You are responsible to pay Rotech's full retail price if you do not return our equipment, if the equipment is lost or stolen while it is in your possession, or return our equipment damaged. This includes damage due to abuse or neglect of the equipment from exposure to cigarette smoke, bug infestation, or other harmful acts.

**Equipment Warranties** Rotech honors all warranties under applicable state law and repairs or replaces items under warranty, free of charge.

- Rotech follows Medicare's Reasonable Useful Lifetime (RUL) policy for rental durable medical equipment, regardless of the insurance payer, and will provide equipment that will remain in good working order for the entire RUL period, which is typically 5-years

- You are responsible for repairs after the RUL ends, or you may elect to receive replacement equipment and start a new capped rental.
- Damage due to abuse or neglect voids the manufacturer's warranty and you are responsible for repairs and replacement costs.

## Financial, Billing, Payment & Refunds

*Billing and payment policies do not apply to patients receiving equipment under a contract between the Veteran's Administration and Rotech.*

### Amount Due at Initial Setup

Charges not covered by your insurance provider are due at the time of initial setup (e.g., coinsurance, deductibles and other charges deemed your responsibility by your insurance carrier).

- This amount is often an estimate.
- You will receive a statement for any additional balance due after your claims process.

### Rental Equipment Title/Owner

Most equipment is provided as a continuous rental or rent-to-purchase (determined by your insurance carrier).

- Rent-to-purchase equipment caps at a set number of months or agreed purchase price has been met (determined by insurance carrier).

- Ownership/title remains with the company until all payments have been received from you and your insurance carrier.
- All rental equipment bills a minimum of 1 month.
- We do not prorate rental fees or refund for equipment used less than 1 month.

You will receive a monthly statement for charges due on your account.

- A late fee up to \$10 per month may be charged when payment is not received by the due date.
- You must pay deductibles, co-payments and any balance remaining after insurance is filed.
- You are responsible to pay any incidental charges for operation of the equipment (such as electricity).
- Failure to pay the patient responsibility portion of your bill will require us to pick up our equipment and may result in your account being sent to a lawyer or collection agency.
- You understand that you will be responsible to pay lawyer fees that are within reason, court costs and fees from the collection agency.

You agree to give up your right to trial by jury if this happens.

## REFUNDS

Merchandise purchased at a Rotech Location can be exchanged or refunded within **30 days** of purchase (with sales receipt).

- Oxygen (gas or liquid), disposable supplies, any opened sterile or packaged goods, undergarments or any items worn next to the skin, and wheelchairs will not be accepted for return, refund or credit, unless the item is substandard or defective.

PAP supplies from Sleep Central have a **3-day** return policy (from date the package was delivered by shipping carrier).

- You must receive a return merchandise authorization (RMA) by contacting Sleep Central (800) 288-1853 or [help@sleepcentral.com](mailto:help@sleepcentral.com).
- Returns must be received at Sleep Central within **10 days** of issuing the RMA.
- Items must not be opened and in the original manufacturer's packaging.
- Returns sent without an RMA will not receive credit.

## Health Insurance

Rotech accepts your health insurance and files claims for reimbursement for equipment and supply charges.

- You must provide all insurance information necessary to file your claim (*including any secondary insurance if applicable*).
- We do not bill tertiary payers (*third insurance*), but will provide you the information needed to submit the claim.
- Notify us promptly about changes to your insurance or loss of insurance coverage. Failure to notify us may result in a \$20 insurance change processing fee.
- We do not guarantee coverage or payment of insurance claims.
- It is your responsibility to assist us with obtaining the documentation required to bill your insurance carrier.
- You will be responsible for payment if we do not receive all necessary documentation to bill your insurance.
- Charges not covered and paid by your specified insurance carriers are your responsibility to pay.
- Assignment of benefits to a third-party does not relieve



your obligation to ensure full payment.

## Medicare

We may accept Medicare Part-B assignment, billing Medicare directly for 80% of allowed charges and the beneficiary 20% and any deductible.

- In many cases the deductible and 20% is paid if you have other insurance.

We notify you if Medicare denies a claim.

- We will appeal claims denied by Medicare (*and non-assigned claims only upon request*).
- Payment becomes your responsibility if you keep the equipment.

We notify you when claims are chosen for audit.

- If audit results in a denial, all claims become your responsibility.

## Medicaid

We may provide equipment to Medicaid recipients upon verification and approval of coverage status and medical justification.

## Private Insurance

We may bill private insurance carriers upon verification and approval of coverage status and medical justification.

## Managed Care

We will provide equipment upon

approval and authorization from your managed care representative.

## Payments

We accept credit cards, money orders or checks. No cash accepted.

## Account Changes

Notify us immediately if any of the following changes:

- Contact number
- Mailing address
- Email address
- Physician
- Insurance Information
- Change preferred method of payment on file
- Update bank account or credit card information

## Online Payments, Automatic Payments & Electronic Statements

Rotech offers a quick and easy way to pay your bill, set up automatic payments, track payments and receive electronic billing statements online. Visit [www.rotech.com](http://www.rotech.com) to access our payment portal.

For questions about our billing and payment policies, contact the Patient Accounts Dept. (866) 418-2772 or by email:

[customerservice@rotech.com](mailto:customerservice@rotech.com)



## Medicare Supplier Standards

1. A supplier must be in compliance with all applicable Federal and State license 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 contractor 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. 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 or 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*).
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).
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.

### **Medicare & Other Payers that Follow Capped Rental & Inexpensive or Routinely Purchased Items**

#### **Capped Rental Items**

Medicare and other payers that follow Medicare guidelines pay a

monthly rental fee for a period not to exceed 13 months (*Medicare*) or for a period not to exceed payer guidelines of a number of months or payment amount (*for other payers*), after which ownership of the equipment is transferred to the beneficiary. After ownership of the equipment is transferred to the beneficiary, it is their responsibility to arrange for any required equipment service or repair directly with the manufacturer.

#### **Capped Rental Includes:**

- Air-Fluidized Bed
- Alternating Pressure Pads
- Hospital Beds
- Nebulizers
- Suction Pumps
- Patient Lifts
- CPAP/BIPAP
- Trapeze Bars
- Wheelchairs



#### **Inexpensive or Routinely Purchased Items**

Equipment can be purchased or rented; however, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount.

#### **Purchased Items Include:**

- Bed Side Rails
- Blood Glucose Monitors
- Canes
- Commode Chairs
- Crutches
- Pneumatic Compressors
- Seat Lift Mechanism
- Traction Equipment
- Walkers



## Patient Rights & Responsibilities

### You have the right to:

- Receive considerate, respectful and dignified service, fully recognizing your individuality and right to privacy.
- Obtain service regardless of race, creed, national origin, sex, age, disability, illness or religious affiliation.
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse or exploitation.
- Receive services ordered by your practitioner that are adequate, appropriate, and in compliance with relevant federal and State laws and rules and regulations.
- Be notified within 10 days when the company's license has been revoked, suspended, canceled, annulled, withdrawn, recalled, or amended.
- Receive information about eligibility, qualification and continuity of services.
- Confidentiality of all information pertaining to your medical care and service.
- Select the home medical equipment supplier of your choice.
- Make informed decisions and participate in your plan of care.
- Be told what service will be provided in your home, how often and by whom.
- Agree to, or refuse any part of the plan of care or services.
- Timely response to your request for service and to expect continuity of services.
- Explanation of charges, including policy for payment.
- Voice grievances without fear of termination of service or other reprisals.
- Have your wishes honored as they apply to advance directives you have formulated.
- Have your pain assessed as it relates to the services provided.
- Have your communication needs met.
- Be informed of your responsibilities.



## Patient Rights & Responsibilities

### You have the responsibility to:

- Ask questions about any part of the plan of service or plan of care that you do not understand.
- Protect the equipment from fire, water, theft or other damage while it is in your possession.
- Make sure any sources of ignition including smoking materials, matches, candles, fireplaces, gas ovens, burners or heaters are kept more than 15 feet away from any oxygen or oxygen equipment.
- Use the equipment for the purpose it was prescribed, following instructions provided for use, handling, care, safety, and cleaning.
- Supply us with needed insurance information necessary to obtain payment for services and assume responsibility for charges not covered, including deductibles and co-payments. You are responsible for settlement in full of your account.
- Be at home for scheduled visits or notify us to make other arrangements.
- Notify us immediately of:
  - Equipment failure, damage, or need of supplies;
  - Any change in your prescription or physician;
  - Any change or loss in insurance coverage;
  - Any change in address or telephone number, whether permanent or temporary; and
  - Any discontinued equipment or services.
- Be respectful of the property owned by our company and considerate of our personnel.
- Contact us if you acquire an infectious disease during the time we are providing service.
- Return rental equipment if there is a loss of insurance coverage and failure to make payments.

## Discharge & Transfer

**The following shall result in a discharge or transfer from service:**

- Practitioner orders to discontinue prescribed service.
- Rental agreement negated due to purchase of equipment.
- Patient refuses service, Against Medical Advice
- Patient moves out of the service area.
- Patient changes suppliers.
- Patient expires.

**Rotech also reserves the right to discharge or transfer patients with proper notice for the following:**

- Patient refusal to participate in care.
- Patient refusal to follow safety guidelines.
- Patient damaging equipment from abuse or neglect, or using in a manner other than prescribed.
- Patient home environment is unsafe for Rotech personnel.
- Patient is verbally abusive and/or threatening toward Rotech personnel.
- Patient refusal to make payment/co-payment for services, or arrange a payment plan.

## Know Your Rights: Taking An Active Role In Your Health Care



### What is your role in your health care?

*You should be active in your health care because your choices affect your care and treatment. You should ask questions and pay attention to instructions given to you by caregivers.*

*You should share as much as possible about your health with your caregivers. For example, give them a list of your medicines, vitamins, herbs and supplements and remind them about your allergies.*

### What is an advocate?

*An advocate is a personal representative (family member or friend) to be with you and provide support during your care.*

*Your advocate can ask question*

*when you cannot, remind you about instructions and help you make decisions. Your advocate can ask for help if you are not getting the care you need.*

*Ask about your state's laws regarding advocates and if there is a form to fill out to name your advocate.*

### Can your advocate make decisions for you?

*Yes, if they are also your legal guardian or if you signed a legal document giving them the power to make decisions for you. This document may be called a health care power of attorney.*

### Can other people find out about your disease or condition?

*Health care providers must keep some details about your health private. You can sign a form if you want health care providers to share information with others.*

### What is informed consent?

*Informed consent means that you understand your treatment choices and their risks. Your caregivers should help you understand the treatment choices, risks and what will happen if you are not treated. Informed consent is required if you are asked to try any experimental treatment.*

### Can the organization take pictures or videos of you?

*Yes, they can take pictures, videos or other images and recordings to be used for your care or treatment, or to identify you. The staff must ask your permission to use the images or recordings for any other purpose.*

### What happens if something goes wrong during treatment or with my care?

*You have the right to an honest explanation and an apology. These should be made in a reasonable amount of time.*

### How do you file a complaint?

*Contact the state agency that licenses or certifies the health care facility.*

*Call the health care facility or health system so they can correct the problem.*

*Contact the Joint Commission with complaints about an accredited organization.*

[www.jointcommission.org](http://www.jointcommission.org)

### Resources

*Agency for Healthcare Research & Quality*

[www.ahrq.gov](http://www.ahrq.gov)

## Electronic Communications Policy & Consent to Receive Communications Electronically

This Electronic Communications Policy and Consent to Receive Communications Electronically (the “Policy”) describes how Rotech Healthcare Inc. and its subsidiaries, divisions, and affiliates (“Rotech”, “we”, or “us”) deliver communications to you electronically. We may amend this Policy at any time by posting a revised version on our website, [www.rotech.com](http://www.rotech.com) (the “Site”). The revised version will be effective at the time we post it; however, if the revised version includes a substantial change, we will provide you with 30 days’ prior notice by posting notice of the change on the Site. Continuing to use our services or making any transactions with us after such notice is posted shall constitute acceptance of the change and revised policy. You understand and agree that it is your responsibility to check periodically for any changes we may make to this Policy.

### Electronic delivery of communications

By using our services or making any transaction with us, you agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, “Communications”) that we

provide in connection with your Rotech account (“Account”), your use of our services, and any transaction you make with us. Communications include, but are not limited to:

- Our Terms of Use, Privacy Policy, HIPAA Notice of Privacy Practices, and any other agreements, notices, or policies that you agree to, including any amendments that may be made thereto;
- Transaction receipts or confirmations; and
- Account statements and history.

We will provide these Communications to you by posting them on the Site or by emailing them to you at the primary email address listed in your Account.

### Hardware and software requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A computer with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- Adobe Acrobat Reader version 8.0 and above to

open documents in .pdf format;

- A valid email address (your primary email address on file with Rotech); and
- Sufficient storage space to save past Communications or an installed printer to print them.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from Rotech.

By consenting to this Policy, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

### How to withdraw your consent

You may withdraw your consent to receive electronic Communications at any time by writing to us and mailing your withdrawal to:

Attn: Patient Accounts  
Department

6830 New Tampa Highway,  
Suite 300, Lakeland, Florida  
33815-3188,

You may also contact us via the “Contact Us” link on our Site. If you fail to provide or if you withdraw your consent to receive Communications

electronically, Rotech reserves the right to either deny your application for an Account, restrict or deactivate your Account, close your Account, or charge you additional fees for paper copies.

### Requesting paper copies of electronic Communications

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail. In order for us to send you paper copies, you must have a current street address on file as your “Home” address in your Rotech profile. If you request paper copies, you understand and agree that Rotech may charge you a Records Request Fee for each Communication.

### Updating your contact information

***It is your responsibility to keep your primary email address up to date so that Rotech can communicate with you electronically.*** You understand and agree that if Rotech sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Rotech will be deemed to have provided the

Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Rotech to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address at any time by calling your servicing location. If your email address becomes invalid such that electronic Communications sent to you by Rotech are returned, Rotech may deem your Account to be inactive, and you will not be able to transact any activity using your Account until we receive a valid, working primary email address from you.



**Rotech will never sell, share, or publish your email address.**

## Consent to Phone Calls, Text Messages & Emails

You give permission to Rotech Healthcare Inc. and its affiliated entities to call and text you for any reason at the phone number you provided us, including but not limited to, calls and texts regarding your bill, supply or re-supply needs, educational calls and/or new product offerings. You also give permission for Rotech Healthcare Inc. and its affiliated entities to have others call and text you on its behalf (successors, assigns, servicer, and collection agencies). You understand that we will use any telephone number including a cell or residential phone number that you provide to us. You understand phone calls and text messages may be autodialed or prerecorded and you give us permission to leave prerecorded or voice-mail messages. You give Rotech Healthcare Inc., its affiliated entities, and others (successors, assigns, servicer, and collection agencies) permission to contact you by email about your bill, supply needs, or new product offerings using any email address you provide to us. To opt-out of texts, reply STOP to any text received. Contact us via the “Contact Us” link on our Site to restrict other forms of communication.

## State Required Notifications

### Maryland: Office of Health Care Quality

In accordance with State regulations, the State of Maryland has established a Residential Service Hotline: **(800) 492-6005**

The purpose of the Residential Service Agency Hotline is to:

- Receive complaints about local residential service agencies.
- Receive questions about local residential service agencies.
- Lodge complaints concerning the implementation of advance directives.

The hotline is available 24 hours per day, 7 days per week (all voice mail messages are returned by the next business day).



### North Carolina: Department of Health

The North Carolina Department of Health and Human Services has an information and referral help line available 24 hours a day, 7 days a week, to assist North Carolina families find the resources and services they need.

### **(800) 622-7030**

Information and Referral Specialists are available to answer questions and make appropriate referrals to persons seeking assistance or information on available human service programs. Such programs include:

- Veteran Services
- Emergency Assistance
- Food and Nutrition Services
- Medical and Prescription Assistance
- Mental Health
- Substance Abuse
- Developmental Disabilities
- Adult and Aging Services
- Medicaid and Public Health
- Child Support
- Stroke Information and Resources

Questions or concerns may also be emailed to [care.line@dhhs.nc.gov](mailto:care.line@dhhs.nc.gov)

There is also a Complaint Intake Unit available to receive complaints regarding the care and services provided to patients/residents/consumers by healthcare facilities/agencies/homes licensed by the Division of Health Service Regulation.

Phone: Complaint Hotline (800) 624-3004

Fax: (919) 715-7724

Mail: Complaint Intake Unit  
2711 Mail Service Center  
Raleigh, NC 27699-2711

## Fire Escape Planning

### More Than 4,000 Americans Die Each Year In Fires And 20,000 Are Injured

Deaths resulting from failed emergency escapes are particularly avoidable. The U. S. Fire Administration (USFA), a part of the U. S. Department of Homeland Security, believes having a sound escape plan will greatly reduce fire deaths and protect you and your family's safety if a fire occurs.

**Have a Sound Fire Escape Plan** In the event of a fire, remember, TIME is the biggest enemy and every second counts! Escape plans help you get out of your home quickly. In less than 30 seconds a small flame can get completely out of control and turn into a major fire. It only takes minutes for a house to fill with thick black smoke and become engulfed in flames. Fire can quickly spread to neighboring residences and buildings, putting others at risk.

### Practice Escaping From Every Room In The Home

Practice escape plans every month. The best plans have two ways to get out of each room. If the primary way is blocked by fire or smoke, you will need a second way out. A secondary route might be a window onto an adjacent roof or a collapsible ladder - evaluated by a nationally recognized laboratory such as Underwriters Laboratories (UL) - for escape

from upper story windows. Make sure windows are not stuck, screens can be taken out quickly and security bars can be properly opened. Also, practice feeling your way out of the house in the dark or with your eyes closed.

### Security Bars Require Special Precautions

Security bars may help to keep your family safe from intruders, but they can also trap you in a deadly fire! Windows and doors with security bars must have quick release devices to allow them to be opened immediately in an emergency. Make sure everyone in the family understands and practices how to properly operate and open locked or barred doors and windows.

### Immediately Leave The Home

When a fire occurs, do not waste any time saving property. Take the safest exit route, but if you must escape through smoke, remember to crawl low, under the smoke and keep your mouth covered. The smoke contains toxic gases which can disorient you or, at worst, overcome you.

### Never Open Doors That Are Hot To The Touch

When you come to a closed door, use the back of your hand to feel the top of the door, the doorknob, and the crack between the door and door frame to make sure that fire is not on the other side. If it feels hot, use your secondary escape route. Even if the door feels

cool, open it carefully. Brace your shoulder against the door and open it slowly. If heat and smoke come in, slam the door and make sure it is securely closed, then use your alternate escape route.

### Designate A Meeting Place Outside And Take Attendance

Designate a meeting location away from the home, but not necessarily across the street. For example, meet under a specific tree or at the end of the driveway or front sidewalk to make sure everyone has gotten out safely and no one will be hurt looking for someone who is already safe. Designate one person to go to a neighbor's home to phone the fire department.

### Once Out, Stay Out

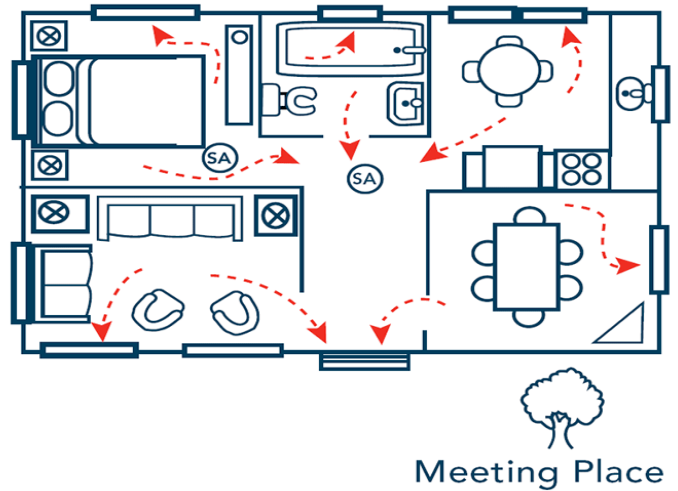
Remember to escape first, then notify the fire department using the 911 system or proper local emergency number in your area. Never go back into a burning building for any reason. Teach children not to hide from firefighters. If someone is missing, tell the firefighters. They are equipped to perform rescues safely.



Finally, having working smoke alarms installed on every level of your home dramatically increases your chances of survival. Smoke alarm batteries need to be tested every month and changed with new ones at least once a year.



Example:



USE THE SPACE BELOW TO CREATE YOUR FIRE ESCAPE PLAN

1. Draw a map of your home and include all windows and doors.
2. Mark two ways out of every room.
3. Mark all smoke alarms.
4. Designate a meeting place outside of the home.

Remember to practice your plan at least twice a year.

## Advanced Directives

We recognize your right to participate in the formulation of decisions that may affect your care. This includes respecting and conforming to decisions you have made regarding the level of care you desire when confronted with a health or life-threatening situation. These decisions made by you in a legally appropriate manner, defined by the state in which you reside, referred to as ADVANCE DIRECTIVES.

Advance Directives (such as a Living Will, Durable Power of Attorney or Do Not Resuscitate order) give direction to your family and care providers regarding your wish to withhold extraordinary measures to revive you if a cardiac or respiratory emergency occurs.

If you have an Advance Directive, provide us a written copy of your directions. Unless directed otherwise by an Advance Directive, any staff member who encounters an unresponsive patient will call "911" to activate the emergency medical system. Employees of our company may not participate in the withdrawal of life support equipment. If you wish to execute an Advance Directive, inform your physician, attorney, caregiver and support system.

Inform us if your Advance Directive changes so we can update our records. Your decision regarding whether to execute an Advance Directive will never be a condition of providing care or a basis for discrimination for or against you as a patient.



## Emergency Preparedness

### In case of an emergency:

- **Dial 9-1-1**
- Stay calm and speak clearly.
- Listen carefully and verbally respond to the dispatchers questions.
- State your emergency.
- State your address
- STAY ON THE LINE, do not hang up until the dispatcher tell you it is OK to do so.
- If you can, stay by the phone in case the dispatcher needs to call you back.



### Preparing For An Emergency

- Refill medications promptly to ensure you have an adequate supply on-hand.
- Have an emergency back-up source/supply for any medical equipment requiring electricity.
- Keep a list of emergency phone numbers, including your medical equipment supplier.
- Have a family member or neighbor check on you if an emergency occurs.
- Arrange for a friend or relative in another town to be a contact for the extended family.
- Listen to daily weather forecasts and be aware of changing conditions.
- Determine an evacuation route and alternatives.
- Have a flashlight and extra batteries nearby for power outages.
- Keep extra blankets in case the power goes out.
- Keep supply of bottled water on-hand.



## Preventing Falls At Home



### Make Your Home Safer

1. Remove things you can trip over from stairs and places where you walk.
2. Remove small throw rugs or use double-sided tape to keep them from slipping.
3. Keep items used often in cabinets you can reach easily without using a step stool.
4. Have grab bars installed next to your toilet and in the tub or shower.
5. Use non-slip mats in the bathtub and on shower floors.
6. Improve the lighting in your home. As you get older, you need brighter lights to see well. Lamp shades or frosted bulbs can reduce glare.
7. Handrails and Lights Installed On All Staircases.
8. Wear shoes that give good support and have thin non-slip soles. Avoid wearing slippers and athletic shoes with deep treads.

## Review Medications

1. Have your doctor or pharmacist review all medicines you take (including non-prescription items such as cold medicines). As you get older, the way some medicines work in your body can change.



2. Some medicine (or combination of medicines) can make you drowsy or light-headed and can lead to a fall.

### Begin Regular Exercise Program

1. Exercise is one of the most important ways to reduce your chances of falling. It makes you stronger and



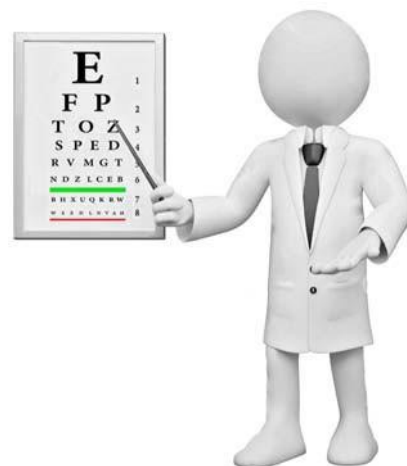
helps you feel better.

Exercises that improve balance and coordination are the most helpful.

2. Lack of exercise leads to weakness and increases your chances of falling.
3. Ask your doctor or health care worker about the best type of exercise program for you.

### Have Your Vision Checked

1. Have your eyes checked by an eye doctor. You may be wearing the wrong glasses or have a condition limiting your vision.



2. Poor vision can increase your chances of falling.

## Infection Control & Prevention



### It's In Your Hands

Contact with infected body fluids such as blood, urine, feces, mucous or the droplets sprayed into the air when a person coughs or sneezes can spread illnesses from one person to another.

Some infections are spread through items that have been contaminated by drainage from infected sores or discharges from the nose, mouth, eyes or genital/rectal area.

Controlling the spread of infections means interrupting the way illness travels from one person to another.



Maintain a clean environment to keep infections under control.



Washing your hands prevents the spread of colds, influenza, strep and other illnesses.



1. Wet your hands with warm water.
2. Add soap and rub your hands to make a soapy lather.



3. Wash the front and back of your hands, between your fingers and under your nails.

4. Count to 20 or sing "Happy Birthday" to yourself (it takes about 20 seconds).
5. Rinse hands well.
6. Dry hands with a clean paper towel.
7. Turn-off faucet with paper towel.
8. When hand washing is not possible use an alcohol-based hand gel (60% or greater).



## Complaint Resolution

Rotech has a comprehensive complaint resolution process to help resolve issues in a quick and effective manner. Your candid feedback helps us continually improve our service to patients.



We genuinely strive to provide the highest quality health care services to our patients. When you have a concern that does not need to be addressed immediately, you may speak to the person delivering your equipment at the next visit.

If you do not want to wait to speak to the delivery person or if the issue involves our employee, call your service location and speak with the manager.

For questions, inquiries, complaints or concerns related to billing, payments or customer statements contact our:

Patient Accounts Department

(866) 418-2772 or email

[customerservice@rotech.com](mailto:customerservice@rotech.com)

If your issue cannot be resolved locally, or through our Patient Accounts Department, contact:

Rotech's Complaint Hotline (866) 882-4675  
or email [corporate@rotech.com](mailto:corporate@rotech.com)

If you wish to contact us in writing, send your correspondence to:

Rotech Healthcare Inc.  
Patient Complaints  
6251 Chancellor Drive, Suite 119  
Orlando, Florida 32809

Please have the following information available when you call or include with your written correspondence:

- Patient's Name
- Account Number (found on Rotech billing statement)
- Name of local Rotech facility (including city/state) that provides your equipment.



## SleepWELL VIP Program

With the delivery of a positive airway pressure (PAP) device, you are automatically enrolled in our VIP PAP Resupply Program through Sleep Central, a Rotech company. We will mail your medically necessary supplies, ordered by your physician, to safely maintain your equipment consistent with your insurance coverage guidelines.

Sleep Central is committed to helping you get the most out of your sleep therapy for a better night's sleep and improving your quality of life. As an enrolled member of our SleepWELL VIP Program, you will receive:

- Replacement supplies automatically mailed to your home when they are due.
- Free shipping.
- Preferred appointment times for our PAP setup clinics.
- 24-hour on-call staff to answer questions, including a full time Respiratory Therapist.
- \* *Some insurance carriers require us to contact you by phone prior to shipping your supplies. This call may be from a Rotech representative or from a prerecorded message using an automatic telephone dialing system (ATDS).*
- \* *Participation in our PAP Resupply Program is voluntary. You may choose to discontinue membership at any time, with a 30-day notice in advance of your next shipment, by contacting Sleep Central at [help@sleepcentral.com](mailto:help@sleepcentral.com).*
- \* *A restocking fee, up to \$15 plus applicable shipping fees, may be charged for items ordered in error.*

Sleep Central Representatives are always available by phone to answer questions about your PAP supplies (800) 288-1853 or email [help@sleepcentral.com](mailto:help@sleepcentral.com).

Submit your order for supplies online at [www.rotech.com](http://www.rotech.com).






### PAP SUPPLY REPLACEMENT ITEMS & FREQUENCY

#### Masks

Full-Face Mask (1 every 3 months)	Nasal Mask (1 every 3 months)	Nasal Pillow Mask (1 every 3 months)
		

#### Mask Cushions

Full-Face Cushion (1 every month)	Nasal Cushion (2 every month)	Nasal Pillow Cushion (2 every month)
		

#### Accessories

Headgear (1 every 6 months)	Chin Strap (1 every 6 months)	Tubing (1 every 6 months)
		
Disposable Filter (2 every month)	Non-Disp Filter (1 every 6 months)	Humidifier Chamber (1 every 6 months)
		

## Patients Prescribed a PAP Device (CPAP or BIPAP) to Treat Obstructive Sleep Apnea (OSA)

***(Applies to Medicare, Medicare HMOs or any insurance that follows Medicare guidelines)***

For your insurance to continue to pay for your PAP device after the first 3 months of use:

1. You must use the device at least 4 hours a night for at least 21 of 30 consecutive nights during the first 12 weeks after starting therapy.
2. You must see your physician for a face-to-face follow up evaluation to document you are benefiting from therapy and will continue using the device.

### CPAP/BIPAP:

Evaluation required between the 31st and 91st day after therapy begins

### Respiratory Assist Device (RAD):

Evaluation required between 61st-91st day after therapy begins)

In order to help your physician with this evaluation, we provide a download from your PAP device which has recorded your usage since the day you received the device.

We suggest you immediately contact your physician to make an appointment for this required follow up visit.



If you do not see your physician for this required evaluation by the 91st day, we will be unable to bill your insurance company. If you fail to meet your insurance coverage criteria and do not return our equipment by the 120th day, you will be responsible to pay the full retail amount which will be charged to your credit card.



EXAMPLE OF DATE FOLLOW-UP REQUIRED		
CPAP/BIPAP (between 31st -91st day)		
EQUIPMENT RECEIVED	FOLLOW-UP MUST OCCUR ON OR AFTER	FOLLOW-UP MUST OCCUR ON OR BEFORE
JAN 1	FEB 1	APR 2
RESPIRATORY ASSIST DEVICE (between 61st-91st day)		
EQUIPMENT RECEIVED	FOLLOW-UP MUST OCCUR ON OR AFTER	FOLLOW-UP MUST OCCUR ON OR BEFORE
JAN 1	MAR 3	APR 2

## Travel Program for Oxygen Patients

Rotech is pleased to be able to offer short-term rental (less than 30 days) of a portable oxygen concentrator (POC) for oxygen patients with travel needs within the United States.



In order to qualify for our travel program, patients must:

- Pay any past-due balance (full-amount).
- Provide at least 7 days notice prior to travel start date.
- Pay rental fees for travel equipment upfront with a credit card at the time request is made.
- Pick up and return travel equipment to the same Location.

**Patients traveling on cruise lines, airplanes, or outside of the United States:** It is your responsibility to set up and pay for your travel needs. Contact your cruise line, airline, or other travel venue, to coordinate and arrange for your short-term travel needs.

### ***Special Note:***

- *Stationary concentrator, cylinders and liquid oxygen are not available for travel.*
- *Your credit card on file will be charged the full replacement cost of the POC and accessories (\$4,000) if it is not returned to our office within 3 days of your scheduled travel end date*
- *Travel Program does not apply to VA patients.*

## Oxygen Cylinder Deliveries

Rotech provides oxygen cylinders in an amount to meet the patients need. Most deliveries are scheduled every 90-days. We have a process to review requests to receive more frequent deliveries (max 1 per month). Requests are reviewed and approved on a case-by-case basis.

Patients or their responsible party are expected to be home to receive a scheduled delivery. If no one is present to receive a delivery, the driver will not be able to leave tanks and the patient will need to come to our office to pick-up refills until their next scheduled delivery.

Patients requiring refills prior to their scheduled delivery are welcome to come to any of our local offices and pick up 1 full cylinder for every empty cylinder returned.

### ***Special Note:***

*Oxygen delivery policy does not apply to VA patients*



## Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can access this information. Please review it carefully.

Contact us if you have questions about this notice:

Mailing Address:

Rotech's Privacy Officer

Attn: Corporate Compliance

Department

6251 Chancellor Drive, Suite 119

Orlando, Florida 32809

Phone: (877) 603-7840

Email: [corporate@rotech.com](mailto:corporate@rotech.com)

### PURPOSE OF THIS NOTICE

This notice describes the ways in which we may use and disclose medical information about you. This notice also describes your rights and certain obligations we have regarding the use and disclosure of medical information..

### NOTICE SUMMARY

**Your Rights.** You have the right to:

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

### Our Uses and Disclosures.

We may use and share your information as we:

- Help manage the health care treatment you receive
- Administer the plan
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

**Your Choices.** You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and raise funds

### OUR RESPONSIBILITIES

We are required by law to maintain the privacy and security of your protected health information. You have the right to be notified following any breach of unsecured medical information that compromises the privacy of the information.

Accordingly, we will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

We must follow the duties and privacy practices described in this notice, give you a copy of it and confirm you received it, and provide our internal complaint process for privacy issues to you. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consenters/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consenters/noticepp.html)

### WHO WILL FOLLOW OUR PRIVACY PRACTICES

This notice describes Rotech's practices and that of all Rotech employees, other Rotech personnel, and all Rotech entities that have common ownership or control. All these entities, sites, and locations follow the terms of this notice. In addition, these entities, sites, and locations may share medical information with each other for treatment, payment, or health care operations purposes described in this notice.

## OUR PLEDGE REGARDING MEDICAL INFORMATION

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the care and services that we provide to you. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care we generate. This notice also applies to other health information about you, such as information collected with your authorization during research studies. Your personal doctor and other entities providing products or services to you may have different policies or notices regarding their use and disclosure of your medical information.

## YOUR RIGHTS REGARDING YOUR MEDICAL INFORMATION

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### Right to Inspect and Copy

You have the right to inspect, request a summary, and obtain a copy of your medical information about you or your care. To inspect and obtain a copy of medical information about you or your care, you must submit your request in writing to: Rotech's Privacy Officer, Attn: Compliance Department, 6251 Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com). To obtain the request form, contact the Compliance

Department at (877) 603-7840. If you request a physical copy of the information, we may charge a reasonable, cost-based fee for copying, mailing, and using office supplies in connection with your request. If you request an electronic copy of your medical information, our fee will not exceed our labor costs in responding to your request for the electronic copy (or summary or explanation), the costs of the electronic media (such as a CD or zip drive), and postage, if mailed. We may deny your request to inspect and obtain a copy under limited circumstances only. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional chosen by us will review your request and the denial. The person conducting the review will not be the same person who denied your request. We will comply with the outcome of the review.

### Right to Amend

If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for us. To request an amendment, your request must be made in writing and submitted to: Rotech's Privacy Officer, Attn: Compliance Department, 6251 Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com). In addition, you must provide a

reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. We may also deny your request if you ask us to amend information (i) that was not created by us, unless the person or entity that created the information is no longer available to make the amendment; (ii) is not part of the medical information kept by or for us; (iii) is not part of the information which you would be permitted to inspect and copy; or (iv) is accurate and complete. If we deny your request to amend, we will tell you why in writing within 60 days.

### Right to an Accounting of Disclosures

You have the right to request an accounting of disclosures. This accounting is a list of the disclosures we made of medical information about you and will detail who we shared such information with and why. This list will not include disclosures made for treatment, payment, or Rotech's health care operations; disclosures that you have previously authorized us to make; or other disclosures specifically exempted from the disclosure accounting requirements by the federal government. To request this list or accounting of disclosures, you must submit your request in writing to: Rotech's Privacy Officer, Attn: Compliance Department, 6251

Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com). Your request must state a timeframe, which may not be longer than 6 years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list, such as on paper or electronically. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the reasonable costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

### **Right to Request Restrictions**

You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment, or health care operations. However, we are not required to agree to your request, and we may deny your request if it would affect your care. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request unless the disclosure is to a health plan for a payment or health care operation purpose and the medical information relates solely to a health care item or service for which we have been paid out-of-pocket in full. If we do agree, we will comply with your request unless the information is

necessary to provide you emergency treatment. To request restrictions, you must make your request in writing to: Rotech's Privacy Officer, Attention: Compliance Department, 6251 Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com). In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

### **Right to Request Confidential Communications**

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to: Rotech's Privacy Officer, Attention: Compliance Department, 6251 Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com). We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

### **Right to a Paper Copy of This Notice**

You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice at any time. Even if you have

agreed to receive this notice electronically, you are still entitled to receive a paper copy. You may obtain a copy of this notice at our website [www.rotech.com](http://www.rotech.com). To request a paper copy of this notice, submit a request in writing to: Rotech's Privacy Officer, Attn: Compliance Department, 6251 Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com).

### **Right to Choose Someone to Act on Your Behalf**

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

### **HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU**

As a health care provider, we may use and disclose medical information in the following ways.

#### **For Treatment**

We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to those involved in taking care of you, such as your physician, home health agency, and respiratory therapist. For example, we may share your phone number for medication refills, your home address for billing and collection purposes,

and so on. We also may disclose medical information about you to people who may be involved in your medical care after you have received our products and services, such as family members, clergy, or others we use to provide services that are part of your care.

### **For Payment**

We may use and disclose medical information about you so that we can bill and collect payment from you, an insurance company, or a third party for the treatment and services we provide you. For example, we may need to give your health plan information about products and services we provided to you so your health plan will pay us or reimburse you for the products and services. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.

### **For Health Care Operations**

We may use and disclose medical information about you for our health care operations. These uses and disclosures are necessary to run our company and make sure all of our patients receive quality care. For example, we may use medical information to review our treatment and services or evaluate the performance of our staff caring for you.

We may also combine medical information about many patients to decide what additional services we should offer, what services are not needed, and

whether certain new treatments are effective. We may also disclose information for review and learning purposes. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning who the specific patients are.

### **Delivery Reminders**

We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment or services.

### **Treatment Alternatives**

We may use and disclose medical information to inform you about or recommend possible treatment options or alternatives that may be of interest to you.

### **Health-Related Benefits and Services**

We may use and disclose medical information to inform you about health-related benefits or services that may be of interest to you.

### **Individuals Involved in Your Care or Payment for Your Care**

We may release medical information about you to a friend or family member who is involved in your medical care or payment for such care. We may also notify your family member, personal representative, or another person responsible for your medical care regarding your location, general condition, or death. In addition, we may disclose medical information about you to any entity assisting in a disaster relief effort

so that your family can be notified about your condition, status, and location.

### **Research**

Under certain circumstances, we may use and disclose medical information about you for research purposes. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with patients' need for privacy of their medical information. Before we use or disclose medical information for research, the project will have been approved through this research approval process. We will almost always ask for your specific authorization if the researcher will have access to your name, address, or other information that reveals who you are, or if the researcher will be involved in your care.

### **As Required by Law**

We will disclose medical information about you when required to do so by federal, state, or local law.

### **To Avert a Serious Threat to Health or Safety**

We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

## SPECIAL SITUATIONS

### Military and Veterans

If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

### Workers' Compensation

We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

### Public Health Activities

We may disclose medical information about you for public health activities. These activities generally include the following:

- To prevent or control disease, injury or disability;
- To report births and deaths;
- To report child abuse or neglect;
- To report reactions to medications or problems with products;
- To notify people of recalls of products they may be using;
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- If you agree to such disclosure or when otherwise required or authorized by law, to report suspected abuse, neglect, or domestic violence to the appropriate government authority.

### Health Oversight Activities

We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

### Judicial and Administrative Proceedings

If you are involved in a lawsuit or dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena or discovery request by someone else involved in the dispute, but only if efforts were made to tell you about the request or to obtain an order protecting the information requested.

### Law Enforcement

We may release medical information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons, or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime under certain circumstances;
- About a death we believe may be the result of criminal conduct;

- About criminal conduct occurring on our premises; and
- In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description, or location of the person who committed the crime.

### Coroners, Medical Examiners, and Funeral Directors

We may release medical information to a coroner or medical examiner. This may be necessary to identify a deceased person or determine the cause of death. We may also release medical information about our patients to funeral directors as necessary to carry out their duties.

### National Security and Intelligence Activities

We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

### Protective Services for the President and Others

We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons, and foreign heads of state or conduct special investigations.

**Inmates**

If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary:

- For the institution to provide you with health care;
- To protect your health and safety or the health and safety of others; or
- For the safety and security of the correctional institution.

**Organ and Tissue Donation**

If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

**Sale of Business Assets**

We reserve the right to transfer medical information about you to a third party in conjunction with the sale of our company or certain assets belonging to our company.

**OTHER USES OF MEDICAL INFORMATION AND YOUR CHOICES**

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written authorization, and you can tell us your choices about what we share for certain health information. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us

what you want us to do, and we will follow your instructions.

Most uses and disclosures of psychotherapy notes, uses and disclosures for marketing, and disclosures that would be a sale of medical information require your written authorization. You also have both the right and choice to tell us to share information with your family, close friends, or others involved in your care; share information in a disaster relief situation; and include your information in a hospital directory. If you are not able to tell us your preference—for example, if you are unconscious—we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety. We may contact you for fundraising efforts, but you can tell us not to contact you again.

If you provide us authorization to use or disclose medical information about you, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your authorization, and that we are required to retain our records of the care that we provided to you.

**CHANGES TO THIS NOTICE**

We reserve the right to change this notice at any time. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in each Rotech location and on Rotech's website at [www.rotech.com](http://www.rotech.com). The notice will contain the effective date on the first page.

**COMPLAINTS**

You may file a complaint with us or the U.S. Department of Health and Human Services Office for Civil Rights ("HHS") if you believe your privacy rights have been violated. You can file a complaint with HHS by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipa/a/complaints/](http://www.hhs.gov/ocr/privacy/hipa/a/complaints/). All complaints submitted to us must be in writing and sent to Rotech's Privacy Officer, Attention: Compliance Department, 6251 Chancellor Drive, Suite 119, Orlando, Florida 32809 or [corporate@rotech.com](mailto:corporate@rotech.com). You will not be penalized or retaliated against for filing a complaint.

## Terms of Agreement

### Provision of Physician Prescribed Equipment/Services:

By signing the Acknowledgment and Authorization and/or Delivery Ticket, you authorize the Company to provide, at your physician's direction, the equipment, supplies and/or services indicated. You agree the Company and its affiliates, agents or assigns shall not be liable for any acts or omissions related to equipment, supplies and/or services provided in accordance with your physician's directions.

### Authorization and Assignment of Benefits:

You request payment of authorized healthcare benefits be made on your behalf directly to the Company or, if applicable, its parent Company Rotech Healthcare Inc. (Rotech), for all of the equipment, supplies and/or services furnished to you. You authorize and assign directly to the Company or Rotech all payments and benefits otherwise payable or available to you, or to which you are otherwise entitled, under or pursuant to the terms of any government (e.g. Medicare, Medicaid, Medigap, VA, TRICARE), private, employer, group or other health insurance program or plan. You authorize photocopies of this agreement to be considered as valid as the original.

### Financial Responsibilities:

You are obligated to personally pay, in full, the difference between the amounts you

your government benefit or insurance coverage pays and what the Company can lawfully charge for the equipment, supplies and/or services furnished to you. In the event the Company notifies you that the claim for payment on your behalf was refused by a third-party payer for any reason other than the Company's failure to comply with any applicable law, regulation or insurance contract (including, but not limited to, your failure to qualify for the equipment, supplies, or service, lack of coverage by your insurance payer, or your failure to provide complete and accurate information needed to bill the payer), then you will submit full payment for the equipment, supplies or services to the Company upon receipt of a statement billing you for the same. A late fee up to \$10.00 per month may be charged when payment is not received by the due date.

### Medicare and Medicaid Beneficiaries/Deductibles and Co-payments:

If the Company is entitled to reimbursement for the equipment, supplies and/or services under the Medicare or Medicaid program, you acknowledge and agree that you are responsible for all deductibles and coinsurance amounts required by those programs. You further agree that you are obligated to make your deductible and/or coinsurance payment to the Company. The obligation will be

deemed in default should you fail to remit payment.

### Private Health Insurance Deductibles and Co-payments:

Deductibles and coinsurance payments under private third-party contracts generally will be due at or before furnishing of the equipment, supplies or services. In the event Company does not collect these payments up front, you agree that you will be obligated to make all such deductible or coinsurance payments upon receipt of a statement billing you for the same. The obligation will be deemed in default should you fail to remit payment.

### Other Responsibilities when Renting or Buying Medical Equipment:

- a. All equipment rented under this agreement shall remain the Company's property. You will return rented equipment in the same condition it was in when you received it, subject to normal wear and tear. You understand that title to any equipment sold to you, if allowed by your insurance, does not pass until the Company has received payment in full.
- b. You will promptly notify the Company if your insurance changes. Failure to notify us may result in a \$20.00 insurance change processing fee.

- c. You will promptly notify the Company if your address changes or if you no longer need your rental equipment.
- d. You will also promptly notify the Company if you are admitted to a nursing home, hospital, or hospice facility.
- e. You agree to notify the Company immediately of any equipment malfunction or defect. The Company is not responsible for any damages or injuries which might have been prevented had you promptly notified the Company of a malfunction or defect.

#### **Disclaimer of Warranties/Limitation of Liabilities:**

Except as stated in the Patient Information Booklet, the Company makes no express or implied representations or warranties concerning the equipment or services provided and disclaims, without limitation, any implied warranty of merchantability or fitness for a particular purpose, to the extent allowed by applicable law. Moreover, the Company shall not be responsible for any special, incidental, or consequential damages caused by the equipment or services, even if the Company has knowledge of the possibility of such potential loss or damage.

#### **Contact with the Company**

The Company seeks to provide the best possible service to comply with its contractual obligations, federal and state laws and regulations. If you have concerns, questions or problems with the Company's billing practices or the equipment, supplies or services received, you can contact the Company at the phone number or address provided in the Patient Information Booklet.

#### **Obligation to Return Equipment**

You must return the equipment to Rotech within 30 days if your insurance ceases to cover reimbursement of the equipment including, but not limited to, your failure to qualify for the equipment, supplies, or service, lack of coverage by your insurance payer, your failure to provide complete and accurate information needed to bill the payer or you do not meet your co-pay/deductible obligations in full. You understand and agree Rotech may charge you the retail price for equipment not returned or returned but unable to refurbish.



## Perception of Care

Take a moment to complete the survey below and return it to a company representative. Your feedback will help us improve the service to our customers.

Patient Name: \_\_\_\_\_

Answer each question below.

Question	Yes	No	Not Applicable
Was your equipment set up at the time scheduled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was your equipment clean and functional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you receive the correct equipment and supplies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you receive written instructions for the equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was the company representative neatly dressed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you receive verbal instructions for the equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the company representative explain your financial responsibility? (not applicable to VA patients)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you feel safe using the equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall satisfaction with our company	<input type="checkbox"/> Not applicable <input type="checkbox"/> Extremely Dissatisfied <input type="checkbox"/> Somewhat Satisfied <input type="checkbox"/> Satisfied <input type="checkbox"/> Very Satisfied <input type="checkbox"/> Extremely Satisfied		

Company Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Location #: \_\_\_\_\_

Survey Administered: ☐ Phone ☐ During Setup ☐ Patient Completed

Notes



**ROTECH HEALTHCARE INC.**

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