

Notice of Privacy Practices

This document highlights the Notice of Privacy Practices (NPP) as they pertain to types of uses and disclosures of your protected health information that might occur during the treatment, payment of bills, or in daily operations of Everything CPAP's healthcare operations. Your (PHI) will be kept private by Everything CPAP in accordance with all Health Insurance Portability and Accountability Act (HIPAA) guidelines. Although this document is a brief summary of the NPP, Everything CPAP complies with the NPP in its entirety (45 CFR Part 164). The NPP is subject to change.

1. **Uses/Disclosures that Do Not Require Written Authorization:** We may use or disclose protected health information for the following purposes:
 - a. **Treatment:** To provide treatment to you, e.g., our staff may disclose information to another health care provider to treat you or obtain a diagnosis. We may use/disclose for your appointment reminders, treatment alternatives, or other health-related benefits and services.
 - b. **Payment:** We may disclose information to obtain payment for services, e.g., and also to your health insurance to obtain PARs or payment.
 - c. **Healthcare Operations:** We may use or disclose information for certain activities that are necessary to operate our practice and ensure that our patients receive quality care, e.g., we may use information to review the performance of our staff.
 - d. **Other Uses/Disclosures that do not require written authorization:** We may also use or disclose information for certain other purposes allowed by 45 C.F.R. § 164.512 or other applicable laws and regulations, including but not limited to the following purposes:
 - i) **Required by Law:** We may use or disclose protected health information to the extent that such use or disclosure is required by law.
 - ii) **Threat to Health or Safety:** To avert a serious threat to your health or safety or the health and safety of others.
 - iii) **Abuse or Neglect:** To government agency if we believe it is related to child abuse/neglect or if we believe you have been.
 - iv) **Judicial/Administrative Proceedings:** In response to an order of a court or administrative tribunal. To a subpoena, discovery request, or other lawful process, if we receive satisfactory assurances, and efforts are made to inform you or to obtain a protective order.
 - v) **Law Enforcement:** We may disclose protected health information, subject to specified limitations, including to identify, locate, or catch a suspect, fugitive, material witness or missing person; to provide information about the victim of a crime; or report a crime.
 - vi) **National Security:** We may disclose protected health information to authorized federal officials for national security activities.
 - vii) **Coroners/ Funeral Directors:** To a coroner/medical examiner to identify deceased person, find cause of death or to fulfill their legal duties.
 - viii) **Research:** We may use or disclose protected health information for research.
 - ix) **Workers' Compensation:** As authorized by workers' compensation laws and other similar legally established programs.
 - x) **Appointments and Services:** To contact you to provide appointment reminders, or other health-related benefits.
 - xi) **Business Associates:** To our third party business associates who perform activities involving protected health information for Everything CPAP, e.g., billing. Our contracts with the business associates require them to protect your health information.
 - xii) **Military:** If you are in the military, we may disclose protected health information as required by military authorities.
2. **Uses/Disclosures of Information We May Make Unless You Object:** Unless you tell us otherwise in advance, we may disclose information to a family member, relative, friend or other person involved in your healthcare or payment. We will limit the disclosure to the information. **If you object to such disclosure, please notify the Compliance Officer identified in this Notice.**
3. **Uses/Disclosures with Your Written Authorization:** We will make other uses/disclosures of your information only with your written authorization. You may revoke your authorization by submitting a written notice to the Compliance Officer. The revocation of the authorization will not be effective for disclosures we have already made while the authorization was in effect.
4. This consent is not intended to limit PROVIDER's authority to use or disclose protected health information to such other persons or entities to the extent allowed by applicable law, including but not limited to 45 CFR §§ 164.506, 164.510, and 164.512, and PROVIDER does not agree to such restriction. PROVIDER reserves the right to use or disclose patient's protected health information without patient's consent to the extent allowed by applicable law, including but not limited to uses or disclosures identified in PROVIDER's Notice of Privacy Practices.
5. **Your Rights For Your Protected Health Information:** To exercise rights, you must submit written request to Compliance Officer:
 - You may request additional restrictions of information for treatment, payment or operations. We are not required to agree.
 - Normally contact is by telephone/ mail at your home address. We will accommodate reasonable requests for alternative forms.
 - You may inspect/obtain a copy of records to use to make decisions about your care/payment. We may charge you a reasonable cost-based fee for providing the records. We may deny request under limited circumstances, e.g., if we determine it may result in harm to you/others.
 - You may request information be amended. We may deny request, e.g., if we did not create record or determine it is accurate/ complete.
 - You may receive an accounting of certain disclosures we have made of your information within the last seven years from the date of your request. We are not required to account for disclosures for treatment, payment, or health care operations to family members or others involved in your health care or payment; for notification purposes; or pursuant to our facility directory or your written authorization. You may receive the first accounting within a 12- month period free of charge. We may charge a reasonable cost-based fee for all subsequent requests during same 12- months.
 - You may obtain a paper copy of this notice upon request.
6. **Changes to This Notice:** We reserve the right to change the terms of this Notice at any time and to make the new Notice provisions effective for all health information we maintain. If we materially change this Notice, we will post a copy. You may obtain a copy of the Notice.
7. **Complaints:** You may file a complaint with our Compliance Officer if you believe your privacy rights have been violated. Also outlined in the complaint or concern procedure provided in Welcome Letter. All complaints must be in writing. We will not retaliate against you for filing a complaint.
7. **Contact Information:** If you have questions /concerns, or if you want to object to or complain about any use of disclosure please contact our Compliance Officer:

L.J. Overall, Compliance Officer • 1166 N Cole RD Suite D • Boise, ID 83704

(208) 323-2727 • lj@everythingCPAP.com

8. **Effective Date:** This notice is effective February 1, 2013

Medicare Standards for DMEPOS Suppliers

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 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 machines, answering service or cell phones during 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 the 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 item, 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 the 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(f)
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1848 (j) (3) of the act) or physical and occupational therapists or a DMEPOS suppliers working with custom made orthotics and prosthetics.



Everything CPAP Patient Survey

Please use the following scale:

1= Unacceptable , 2 = Acceptable , 3 = Above average N/A = Not Applicable

Appointments were available and scheduled in a timely manner	N/A 1 2 3
I was seen at my scheduled appointment time	N/A 1 2 3
Overall satisfaction with the service received from Everything CPAP staff	N/A 1 2 3
I received adequate information about the treatment process including care and use of my device	N/A 1 2 3
Written and verbal instructions on how to use the device were clearly communicated	N/A 1 2 3
I received information on how to contact the office concerning any questions or concerns I might have	N/A 1 2 3
Overall satisfaction with the quality your experience at Everything CPAP	N/A 1 2 3
Likelihood of recommending Everything CPAP to others?	N/A 1 2 3

Additional comments or suggestions:

Name (optional): _____

Date: _____

Everything CPAP Plan of Service

Assessment:

- No Yes Emergency contact needed
 No Yes Concern of safety, safety in the home, or ability to operate PAP safely
 No Yes HIPAA Form and Welcome Letter not furnished or reviewed
 No Yes Current PAP user: _____

Interactions & Goals:

- Patient was instructed on the safe use, cleaning, and storage of equipment and verified by return demonstration.
- Patient is aware of insurer requirements of 4 hour minimum nightly use at least 70% of the time within a 30 day period to ensure coverage from the insurance provider. Patient will implement safe use, storage, and cleaning of equipment per manufacturer specifications as outlined in the user manual including but not limited to: not adjusting the pressure setting as prescribed by your medical provider or attempting any repair. Place the machine in a well-ventilated environment away from direct light and secured where it will not fall or cause injury i.e., children, pets.
- Clean the components (tubing, headgear, water chamber etc.) at least once per week with a mild hand soap or 3:1 water-vinegar solution. Cushions/pillows should be washed by hand daily. The air-inlet filter should be checked regularly and replaced/cleaned when dirty. If using a humidifier, replace the distilled water daily. Unplug the machine before cleaning and do not use alcohol/bleach.

Returns: I, the undersigned, acknowledge that only unused, unopened equipment and supplies may be returned and must be returned within 30 days of the invoice date if in resalable condition, and must not be a disposable supply item. If a replacement supply is received in error, the item(s) are returnable within 30 days of the invoice date if in unopened, resalable condition. Rental items returned between billing cycles will not be prorated unless contractual provisions have been established by my insurance provider. I acknowledge that I am liable to Everything CPAP for rental equipment/supplies that are damaged, misused, or lost. I also understand the relevant warranty information provided to me and that warranties are subject to the manufacturer warranty.

Authorization to Assign Benefits & Release of Information: I, the undersigned, request insurance payment(s) be made on my behalf to Everything CPAP for any products or services I receive. I authorize Everything CPAP to release any information needed to determine benefit information to insurance payers or other providers involved in my care. I authorize my insurance provider to furnish Everything CPAP with any related claim information including an explanation of benefits for products or services I receive. If applicable, I will be furnished with a list of all recipients upon request. I further authorize use of a copy of this agreement to be used in place of the original.

Rights & Responsibilities: I, the undersigned, have the right to receive considerate, respectful service regardless of race, creed, religion, and sex or payment source. I have the right to participate in or refuse care, choose my provider, and full consideration of privacy in my medical care. I have the responsibility to call 911 for emergencies and (208) 323-6090 for urgent, therapy related after-hour concerns. I also understand I can request a full list of my rights and responsibilities at any time and be furnished with a copy or visit the company's website at <https://abh.4a0.myftpupload.com/wp-content/uploads/2020/06/Rights-and-Responsibilities.pdf>

Connect Replacement Supply Program: I accept responsibility for all shipping and handling charges where contractual provisions have not been established by my insurance provider. *Everything CPAP will mail replacement supplies only after receipt of verbal or written request. Supplies received in excess of the standard insurance replacement schedule (below) may not be eligible for benefit coverage. **Supplies are subject to your deductible and co-payment; eligibility does not guarantee payment for services.***

30 days: 1 full face cushion or 2 replacement cushions or pillows, 2 disposable filters

90 days: heated tubing, mask/frame (not including headgear)

180 days: headgear, chinstrap, reusable filter, water chamber

Medicare Supplier Standards/ABN/ANN: The products and/or services provided to you by Everything CPAP, LLC are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424.57(c). These standards concern business professional and operational matters (e.g. honoring warranties and hours of operation). The full text of these standards can be obtained at <http://ecfr.gov>. Upon request we will furnish you a written copy of the standards. An Advanced Beneficiary Notice or Advanced Notification of Noncoverage may be used if there is a potential for insurance to deny payment for service.

Patient Name (print): _____

Patient/Guardian (signature): _____ Date: _____

Everything CPAP Signature: _____ Date: _____

Everything CPAP Patient Rights & Responsibilities

Patient Rights

- Exercise these rights regardless of race, creed, religion, sex or source of payment.
- Considerate and respectful care.
- Examine and receive an explanation of your bill regardless of source of payment.
- Participate actively in decisions regarding your medical care, to the extent permitted by law; this includes the right to refuse treatment.
- Confidential treatment of all communications and records pertaining to your care.
- Receive information from your physician about your illness, your course of treatment, and your prospects of recovery in terms you understand.
- Receive as much information about any proposed treatment or procedure as you may need in order to give informed consent or refuse this course of treatment.
- Reasonable responses to any reasonable requests you make for service.
- Refuse equipment or supplies even against the advice of your physician.
- Reasonable continuity of care and to know in advance the time and day for recurring deliveries of supplies and equipment.
- Know which patient responsibilities and policies apply to your conduct as a patient.
- Have all patients' rights apply to the person who may have legal responsibility to make decisions regarding medical care on behalf of the patient.
- Be given reasonable notice of discontinuation of services
- Knowledge of the name of the physician who has primary responsibility for coordinating your care.
- Full consideration of privacy concerning your medical care.
- The right to choose another vendor for your needs.
- Be advised if proposed to engage in or perform human experimentation affecting your care. You have the right to refuse to participate in such research projects.
- For your continued satisfaction we have a grievance procedure in place should you need to use it without fear of termination of service or other reprisals.

Patient Responsibilities

- Provide to the best of your knowledge accurate and complete customer information.
- Follow the plan of care or service recommended by your physician.
- Care for, use as instructed and return rental equipment in good condition, normal wear and tear expected.
- Pay for the replacement cost of any equipment damaged, destroyed or lost due to misuse, abuse or neglect.
- Notify us of any equipment malfunction or defect, and allow company technicians to enter the premises to repair, relocate or provide substitute equipment.
- Be responsible for any payment not paid by your insurance company, except when not allowed by law.
- Make it known that you clearly understand the equipment and services being provided.
- Advise us of any changes in your status, including change of address, medical condition, etc.
- Understand that the term of all rentals shall repeat monthly based on the date of the original rental
- Read and sign the Welcome Packet Check List and other necessary documentation
- Patient has a right to an Advanced Directive.
- Please see your physician for further information
- In case of medical emergency dial 911
- If you are in need of equipment or services during a natural disaster, contact your local authorities.

Safety At Home

Each year, nearly one million people over age 65 are treated in hospital emergency rooms for injuries associated with the products they live with and use everyday. Slips and falls are the main source of injury for older people in the home. Grab-bars and non-slip mats in the bathtub, handrails on both sides of the stairs, and slip-resistant carpets and rugs all reduce this risk. By spotting hazards around the home and taking some simple steps to correct them, injuries might be prevented. Use this list to spot possible safety problems in your home.

ALL AREAS OF THE HOME

In all areas of your home, check electrical and telephone cords/areas; rugs/runners/mats; smoke detectors; electrical outlets/switches; light bulbs; space heaters; wood burning stoves; and the emergency exit plan.

CHECK ALL CORDS, OUTLETS AND SWITCHES

- Are lamp, extension, and telephone cords placed out of the flow of traffic?
- Are cords out from beneath furniture and rugs or carpeting?
- Are cords attached to the walls, baseboards, etc., with nails or staples?
- Are electrical cords in good condition, not frayed or cracked?
- Do extension cords carry more than their proper load, as rated/labeled on the cord and appliance?
- Are any outlets and switches unusually warm or hot to the touch?
- Do all outlets and switches have cover plates, so that no wiring is exposed?
- Are light bulbs the appropriate size and type for the lamp or fixture?

CHECK ALL RUGS, RUNNERS AND MATS

- Are all small rugs and runners slip-resistant?
- Are emergency numbers posted on or near the telephone?
- Do you have access to a phone if you fall (or experience another emergency which prevents you from reaching a phone)?

CHECK SMOKE DETECTORS AND HEATERS

- Are smoke detectors properly located?
- Do you have properly working smoke detectors?
- Are heaters which come with a 3-prong plug being used in a 3-hole outlet or with a properly attached adapter?
- Are small stoves and heaters placed where they can not be knocked over, and away from furnishings and flammable materials, such as curtains or rugs?
- If your home has space heating equipment (i.e. a kerosene or gas heater), do you understand operating instructions?
- Is wood burning equipment installed properly?

CHECK THE HALLS, STAIRS AND EXITS

- Are hallways, passageways between rooms, and other heavy traffic areas well lit?
- For all stairways, check lighting, handrails, and the condition of the steps and coverings.
- Are stairs well light?
- Are light switches located at both the top and bottom of the stairs?
- Do the steps allow secure footing?
- Are steps even and of the same size and height?
- Are the coverings on the steps in good condition?
- Can you clearly see the edges of the steps?
- Is anything stored on the stairway, even temporarily?
- Are exits and passageways kept clear?
- Do you have an emergency exit plan and an alternate emergency exit plan in case of a fire?

LIVING ROOM/FAMILY ROOM

- Check all rugs and runners, electrical and phone cords, lighting, the phone area, and all passageways.
- Are chimneys clear from accumulations of leaves, and other debris that can clog them?
- Has the chimney been cleaned within the past year?



KITCHEN

Check the range area, all electrical cords, lighting, stools, all throw rugs/mats, and the telephone area.
Are towels, curtains, and other things that might catch fire located away from the range?
Do you wear clothing with short or close-fitting sleeves while you are cooking?
Are kitchen ventilation systems/range exhausts functioning properly and are they in use while you are cooking?
Are all extension cords and appliance cords located away from the sink or range areas?
For more information on cords, refer to the beginning of the checklist (pages 1 and 2).
Does good, even lighting exist over the stove, sink, and countertop work areas, especially where food is sliced or cut?
(Make sure that the bulbs you use are the right type and wattage for the light fixture.)
Do you have a step stool which is stable and in good repair?

BATHROOM, TUB AND SHOWER AREA

In the bathroom, check bathtub and shower areas, water temperature, rugs and mats, lighting, small electrical appliances, and storage areas for medications.
Are bathtubs and showers equipped with non-skid mats, abrasive strips, or surfaces that are not slippery?
Do bathtubs and showers have at least one (preferably two) grab bars?
Is the temperature 120 degrees or lower?
Is a light switch located near the entrance to the bathroom?
Are small electrical appliances such as hair dryers, curling irons, etc., unplugged when not in use?
Are all medicines stored in the containers that they came in and are they clearly marked?

BEDROOMS

In the bedroom, check all rugs and runners, electrical and telephone cords, and areas around beds.
Are lamps or light switches within reach of each bed?
Are ash trays, smoking materials, or other fire sources (heaters, etc.) located away from beds or bedding?
Is anything covering your electric blanket when in use?
Do you avoid "tucking in" the sides or ends of your electric blanket?
Do you ever go to sleep with a heating pad which is turned on?
Is there a telephone close to your bed?

BASEMENT/GARAGE/WORKSHOP/STORAGE AREAS

In the basement, garage, workshop, and storage areas, check lighting, fuse boxes or circuit breakers, appliances and power tools, electrical cords, and flammable liquids.
If fuses are used, are they the correct size for the circuit?
Are work areas, especially areas where power tools are used, well lit?
Can you turn on the lights without first having to walk through a dark area?
Are power tools equipped with a 3-prong plug or marked to show that they are double insulated?
Are power tools guards in place?
Has the grounding feature on any 3-prong plug been defeated by removal of the grounding pin or by improperly using an adapter?
Are containers of volatile liquids tightly capped?
Are paints, solvents, or other products that give off vapors or fumes stored away from ignition sources?

REMEMBER PERIODICALLY TO RE-CHECK YOUR HOME.

For the best inspector in your neighborhood visit www.InspectorLocator.com
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