Active Healthcare, Inc.™
helping you breathe easy™

STANDARD BUSINESS PRACTICES

CUSTOMER BILL OF RIGHTS You are entitled to:

1. Be treated with dignity, courtesy, and respect, by team members who exemplify the highest ethical standards.
2. Receive reasonable coordination and continuity of services from referring agency for home medical equipment services, information on scope of service and specific limitations.
3. Have the ability to choose a Health Care Provider and to receive a timely response from the company when home medical equipment is needed or requested.
4. Be fully informed of the company's policies, procedures, and charges for services and equipment, including eligibility for third party reimbursement and receive an explanation of all forms that are requested to be signed.
5. Receive home medical equipment and services regardless of race, religion, political belief, sex, social status, age, communicable disease, presence or absence of advance directive, handicap, or any other form of discrimination.
6. Be informed of any financial benefits when referred to an organization, and to be informed of any provider service or care limitations.
7. Receive proper identification from personnel providing services.
8. Participate in decisions concerning home medical equipment needs.
9. All records (except as otherwise provided for by law or third party payor contracts) and all communications, written or oral, between patient/customers and health care providers shall be treated confidentially to safeguard protected healthcare information.
10. Access all health records pertaining to the patient/customer & the right to challenge & have the records corrected for accuracy.
11. Express dissatisfaction and suggest changes in any service without coercion, discrimination, reprisal, or unreasonable interruption in service. Complaints will receive a verbal response within 5 business days, with a written investigative response within 14 business days. For unresolved complaints contact either the Accreditation Commission for Home Care at 919-785-1214, the NC Pharmacy Board at 919-246-1050 or Medicare at 800-633-4227.
12. Be assured that all rights shall be honored by the company's team.
13. Be informed of all responsibilities regarding home medical equipment usage and services, frequency of visits as well as any modifications to the plan of care.
14. Be allowed to make decisions concerning medical care, including the right of patient/customer to accept or refuse equipment or treatment after consequences of refusing care or treatment are fully presented and the right to formulate advance directives.

CUSTOMER RESPONSIBILITIES

1. Use rental equipment with reasonable care, without modification and upon return to have the equipment in good condition.
2. Promptly report any malfunctions or defects in the equipment to the company.
3. Permit authorized company representatives access to all Company owned equipment for the purposes of performing service, repair, replacement, or retrieval.
4. Use the equipment in compliance with the physician's prescription and in a safe and proper manner, follow proper storage, and cleaning instructions and keep the equipment in his/her possession and at the address to which it was delivered unless permission is obtained from the company to do otherwise.
5. Notify the company prior to any changes in your health insurance, address, telephone, physician or prescribed use to avoid financial responsibility for items received.
6. Notify the company upon admission to a hospital, skilled nursing facility or whenever the equipment is no longer necessary.
7. Accept all financial responsibility for home medical equipment furnished by the company. In the event patient/customer breaches this contract, the patient/customer agrees to pay all legal and collection fees incurred by the company.

BUSINESS TERMS

Company has not prescribed the equipment, and further makes no warranty whatsoever, expressed or implied, of usage for that purpose. On the contract, the patient/customer has been informed and agrees that he/she knows the Company is not a manufacturer of equipment and is not responsible for the adequacy of the same, nor for any defects in the equipment or which may appear from the use and maintenance thereof. The Patient/Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment in lieu of any warranties of the Company. Company is not responsible for any damage whatsoever relating to the sale, rental or use of the equipment. The patient/customer irrevocably agrees to indemnify and save the Company harmless from and against any claims whatsoever which may be brought by any persons whomsoever arising from the sale, rental, delivery, and use of the equipment.

HIPAA PRIVACY NOTICE

Active Healthcare's HIPAA Privacy Notice is hereby included by reference.

FINANCIAL POLICY

1. Payment on cash or self-pay items is due in full at the time the service or product is provided. We accept cash, checks and most major credit cards.

   For BANKCARD AUTHORIZATIONS, if you have provided a bankcard number and authorization signature, you agree to authorize us to keep your signature on file and to debit or credit your bankcard account number as invoiced. This authorization expires at the termination of the rental period provided that, and whereupon, any and all unpaid rental fees and charges are paid by you in full, except if we are billing your insurance companies, whereupon authorization expires upon payment in full of all charges. Authorization is deemed provided either by telephone or via signature by insured, guardian or guarantor.

2. Confirmation of insurance coverage is required by us before we are able to file insurance benefits on your behalf. If we are unable to confirm your coverage for whatever reason, payment will be required as above. If coverage benefits change, you will still be ultimately responsible for the payment of charges incurred.
3. All co-payment, co-insurance and deductible amounts are due in full at the time of service. For rental items, monthly co-insurance amounts are due at the first of each month.
4. We will file PRIMARY insurance plan claims only. Any balances remaining after insurance processing is complete are due and payable within 14 days of the insurance processing date. Limited EXCEPTIONS to this policy on a case-by-case basis may be those patients with secondary coverage under Medicaid, Medicare, or HMO/PPO plans with which we participate.
5. If insurance processing delays occur beyond our control, typically beyond 60 days, notification will be provided and payment will be due within 14 days. Any payments received by us from your insurance plan will be credited to you.
6. We are participating providers with MEDICAID, and accept assignment on all claims filed by us.
7. We accept assignment on MEDICARE PART B claims on a case-by-case basis. On claims where we accept assignment, all applicable co-payments and deductibles are due in full at the time of service, which by law is the responsibility of the patient / guardian. On claims where we do NOT accept assignment, charges are due in full at the time the service is provided (unless some form of payment security has been arranged), with any Medicare reimbursements due sent directly to the patient / guardian.
8. Charges incurred by dependant children are the responsibility of the parent or guardian seeking treatment or service. Any financial responsibility issues between the parental or guardian parties involved cannot be considered by our office.
9. Any insurance claim charges which are denied for any reason remain the responsibility of the patient / guardian, whereupon notification will be provided and payment will be due within 14 days. Any eventual payments received by us from your insurance plan will be credited to you.
10. All checks returned for insufficient funds will be accessed a processing fee of $25.
    18% Finance Charges will apply on all customer balances unpaid after 30 days.

CMS MEDICARE DMEPOS SUPPLIER STANDARDS

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. **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.**
8. **A supplier must permit CMS (formerly HCFA), or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards. The supplier location must be accessible to beneficiaries during reasonable business hours, and must maintain a visible sign and posted hours of operation.**
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 or cell phone 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 calling beneficiaries in order to solicit new business.**
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; 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 (formerly HCFA) 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.**