# Summit Supplies & Services LLC 806 Pine Ave Kemmerer, Wyoming 83101 Summitservicesusa.com

Office: 307 877 2993 O Fax: 855-927-3434

info@summitservicesusa.com

## **PATIENT HANDOUTS**

## PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

We believe that all our customers receiving services from Summit Services & Supplies LLC should be informed of their rights because you are our number one concern for quality services and products.

# Therefore, you are entitled to:

- 1. Be fully informed in advance about care/service to be provided, including the disciplines that furnish care and the frequency of visits, as well as any modifications to the plan of care.
- 2. Be informed, both orally and in writing, in advance of care being provided, of the charges, including payment for care/service expected from third parties and any charges for which the client/patient will be responsible.
- 3. Receive information about the scope of services that the organization will provide and specific limitations on those services.
- 4. Participate in the development and periodic revision of the plan of care.
- 5. Refuse care or treatment after the consequences of refusing care or treatment are fully presented.
- 6. Be informed of client/patient rights under state law to formulate an Advanced Directive, if applicable.
- 7. Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality.
- 8. Be able to identify visiting personnel members through proper identification.
- 9. Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient Property.

- 10. Voice grievances/complaints regarding treatment or care, lack of respect of property or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal.
- 11. Have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated.
- 12. Confidentiality and privacy of all information contained in the client/patient record and of Protected Health Information.
- 13. Be advised on agency's policies and procedures regarding the disclosure of clinical records.
- 14. Choose a health care provider, including choosing an attending physician, if applicable.
- 15. Receive appropriate care without discrimination in accordance with physician orders, if applicable
- 16. Be informed of any financial benefits when referred to an organization
- 17. Be fully informed of one's responsibilities

### PATIENT RESPONSIBILITIES

- 1. Patient agrees that rental equipment will be used with reasonable care, not altered or modified, and returned in good condition (normal wear and tear excepted).
- 2. Patient agrees to promptly report to Summit Services & Supplies LLC any malfunctions or defects in rental equipment so that repair/ replacement can be arranged.
- 3. Patient agrees to provide Summit Services & Supplies access to all rental equipment for repair/replacement, maintenance, and/or pick-up of the equipment.
- 4. Patient agrees to use the equipment for the purposes so indicated and in compliance with the physician's prescription.
- 5. Patient agrees to keep the equipment in their possession and at the address, to which it was delivered unless otherwise authorized by Summit Services & Supplies LLC.
- 6. Patient agrees to notify Summit Services & Supplies of any hospitalization, change in customer insurance, address, telephone number, physician, or when the medical need for the rental equipment no longer exists.
- 7. Patient agrees to request payment of authorized Medicare, Medicaid, or other private insurance benefits are paid directly to Summit Services & Supplies LLC, for

any services furnished by Summit Services & Supplies.

- 8. Patient agrees to accept all financial responsibility for home medical equipment furnished by Summit Services & Supplies.
- 9. Patient agrees to pay for the replacement cost of any equipment damaged, destroyed, or lost due to misuse, abuse or neglect.
- 10. Patient agrees not to modify the rental equipment without the prior consent of Summit Services & Supplies.
- 11. Patient agrees that any authorized modification shall belong to the titleholder of the equipment unless equipment is purchased and paid for in full.
- 12. Patientagrees that title to the rental equipment and all parts shall remain with Summit Services & Supplies LLC at all times unless equipment is purchased and paid for in full. Summit Services & Supplies LLC.
- 13. Patient agrees that Summit Services & Supplies LLC shall not insure or be responsible to the patient for any personal injury or property damage related to any equipment: including that caused by use or improper functioning of the equipment; the act or omission of any other third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God.
- 14. Patient understands that Summit Services & Supplies LLC retains the right to refuse delivery of service to any patient at any time. 15. Patient agrees that any legal fees resulting from a disagreement between the parties shall be borne by the unsuccessful party in any legal action taken.

When the patient is unable to make medical or other decisions, the family should be consulted for direction.

All staff members will understand and be able to discuss the Patient Bill of Rights and Responsibilities with the patient and caregiver(s). Each staff member will receive training during orientation and attend an annual in-service education class on the Patient Bill of Rights and Responsibilities.

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

### **SUPPLIER STANDARDS**

Summit Services & Supplies LLC adheres to the following standards as required by the Centers for Medicare and Medicaid Service:

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 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 mobile communications devices 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, 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 of DMEPOS and other items and services must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services for which the supplier is accredited in order for the supplier to receive payment for those specific products and services.
- 23. All DMEPOS suppliers must notify their accreditation organization when a new DMEPOS location is opened. The accreditation organization may accredit the new supplier location for 3 months after it is operational without requiring a new site visit. 24. All DMEPOS supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.

An accredited supplier may be denied enrollment, or their enrollment may be revoked, if CMS determines that they are not in compliance with the DMEPOS quality standards.

- 25. All DMEPOS suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation. If a new product line is added after enrollment, the DMEPOS supplier will be responsible for notifying the accrediting body of the new product so that the DMEPOS supplier can be re-surveyed and accredited for these new products.
- 26. Must meet the surety bond requirements specified in 42 C.F.R. 424.57(c). Implementation date- May 4, 2009.
- 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.

## **Getting Around Safely**

If you are now using assistant devices for ambulating (walking), here are some key points: Install permanent or temporary guardrails on stairs to give you additional support if you are using a cane or are unsteady. If you are using a walker, make sure that furniture and walkways are arranged to give you enough room.

If you are using a walker or wheelchair, you may need a ramp for getting into or out of the house. Ramps can be purchased ready-made, or may be constructed for you. Talk to your home medical equipment provider about available options.

What To Do If You Get Hurt ... In case of emergency, contact: Fire, Police, Ambulance: 911

Hospital: Phone:

Home Care Agency: Phone:

Doctor: Phone:

Summit Services & Supplies LLC.....Phone 307-877-2993

If you have any questions about safety that aren't in this booklet, please call us and we will be happy to give you recommendations for your individual needs.

## **HIPAA NOTICE OF PRIVACY PRACTICES**

As required by the Privacy Regulations Promulgated Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS

#### INFORMATION, PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

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

**Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for equipment or supplies coverage may require that your relevant protected health information be disclosed to the health plan to obtain approval for coverage. Healthcare Operations: We may use or disclose, as needed, your protected health information in order to support the business activities of our organization. These activities include, but are not limited to, quality assessment activities, employee review activities, accreditation activities, and conducting or arranging for other business activities. For example, we may disclose your protected health information to accrediting agencies as part of an accreditation survey. We may also call you by name while you are at our facility. We may use or disclose your protected health information, as necessary, to contact you to check the status of your equipment.

We may use or disclose your protected health information in the following situations without your authorization: as Required By Law, Public Health issues as required by law, Communicable Diseases, Health Oversight, Abuse or Neglect, Food and Drug Administration requirements, Legal Proceedings, Law

Enforcement, Criminal Activity, Inmates, Military Activity, National Security, and Workers' Compensation. Required Uses and Disclosures: Under the law, we must.

make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other Permitted and Required Uses and Disclosures Will Be Made Only with Your Consent, Authorization or Opportunity to Object, unless required by law.

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

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

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

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request

must state the specific restriction requested and to whom you want the restriction to apply.

Our organization is not required to agree to a restriction that you may request. If our organization believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

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

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

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

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

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

We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected health. information, if you have any questions concerning or objections to this form, please ask to speak with our CEO in person or by phone at 307 877 2993

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

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

This notice was published and becomes effective on/or before October 1, 2020. best Advance Directive for you.

## **GRIEVANCE / COMPLAINT REPORTING**

You may lodge a complaint without concern for reprisal, discrimination, or unreasonable interruption of service. To place a grievance, please call 307 877 2993 and speak to the Customer Services Supervisor. If your complaint is not resolved to your satisfaction within 5 working days, you may initiate a formal grievance in writing and forward it to the Governing Body. You can expect a written response within 14 working days or receipt.

You may also make inquiries or complaints about this company by calling your local Social Services Department, Medicare at 1-800-MEDICARE and/or Board of

Certification/Accreditation 877-776-2200 and/or Complaints Management and Investigative Section 800-942-5540.

### WARRANTY INFORMATION

All patients who either purchase or rent equipment will be informed of the manufacturer's warranty coverage and we will honor all warranties under applicable law.

Summit Services & Supplies LLC will repair or replace, free of charge, equipment that is under warranty. Additionally, if available, an owner's manual with warranty

information will be provided to beneficiaries for all durable medical equipment. The patient will be required to sign a form stating that they received and understand. the warranty coverage.

For any questions contact us Summit Services & Supplies LLC, 806 Pine Ave Phone: 307 877 2993 Fax: 855-927-3434 or email us at info@summitservicesusa.com



**ACHC** 

Accreditation Commission for Health Care 139 Weston Oaks Ct., Cary, NC 27513

Toll-Free: (855) 937-2242 Local: (919) 785-1214 Fax: (919) 785-3011