

Release of Liability

ThedaCare At Home assumes no responsibility for the suitability of the rental/purchase equipment for any particular condition or for the success/failure of any treatment/therapy performed with the equipment. I hereby release ThedaCare At Home from any liability for damages that may occur as a result of the use of equipment.

Rental/Purchase Agreement

I agree that I have rented/purchased the item(s) described on the face of this document and I have examined those items and found them to be in good condition. I agree that if rented, this equipment remains the property of ThedaCare At Home. I agree that I am responsible for notifying ThedaCare At Home when this rental equipment is no longer needed and if the equipment is destroyed or damaged while in my possession I understand that I am financially responsible for the replacement or repair of damaged or lost equipment. Returns are subject to the following conditions: Customized orders and items that are personally worn or fitted may not be returned or exchanged. The customer's invoice copy must accompany all refunds or exchanges. A handling or restocking charge may be applied to items returned for reasons other than product failure or defect. Returns or exchanges due to product defect or failure are subject to manufacturers discretion.

Patient's Rights:

- A. To be fully informed in writing of their Rights and Responsibilities as evidence by a written signature prior to, or at the time of admission, on the Service Agreement form: family/guardian may exercise patient's rights when appropriate.
- B. To be fully informed prior to, or at the time of admission, of available/prescribed services, including the private insurer and/or patient's responsible portion.
- C. To be fully informed, in advance, of the discipline and frequency of services to be provided; to be informed of changes in service and/or charges orally and in writing as soon as possible, but no later than 30 calendar days following the change.
- D. To be informed of one's own health condition, course of treatment and prognosis for recovery, unless medically contraindicated; to have the opportunity to participate to the fullest extent possible in one's own care, including referral to health care institutions or other agencies, and to refuse to participate in experimental research.
- E. To refuse prescribed treatment to the extent of the law, and to be fully informed of medical/health consequences of such refusal.
- F. To confidential treatment of personal and medical records; to approve or refuse their release to any individual outside ThedaCare At Home, except in the case of transfer to another health care facility, or as required by law or third party payment contract.
- G. To be treated with, and have personal property treated with consideration, respect, and full recognition of dignity and individuality, including privacy in treatment/care of personal needs.
- H. To be educated, and have the family/caregiver educated, in the skills and procedures required for prescribed treatment, to facilitate maximum independence in self-care.
- I. To be informed of the right to and process for communicating concerns or complaints regarding TCAH services to TCAH management at 1-800-984-5554.
To be informed that if concerns/complaints are not satisfactorily addressed by TCAH, that the Joint Commission Office of Quality Monitoring may be contacted at 1-800-994-6610.
- J. To be informed regarding Advanced Directives if over 18 years old; to be given information regarding how to formulate such directives.
- K. To know that he/she is found unresponsive, ThedaCare At Home's policy is to call 911 and initiate COR, unless a specific DNR order is confirmed and undated by physician.

Patient Responsibilities

- A. Give accurate and complete health information concerning your past illnesses, hospitalizations medications, allergies, Advanced Directives, and/or other pertinent information.
- B. Provide ThedaCare At Home with all requested insurance and financial information.
- C. Sign the required consents and releases for insurance billing.
- D. Notify ThedaCare At Home of any change of address or phone number.
- E. Assist in developing and maintaining a safe environment.
- F. Participate in the development and updating of their plan of care/treatment.
- G. Request information concerning anything you do not understand, including medications, services, and/or equipment.
- H. Advise ThedaCare At home of any dissatisfaction or problems with your care via complaint process (see above).
- I. Notify ThedaCare At Home when rental equipment is no longer medically necessary.

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 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 nonprocurement 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 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 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 or unsuitable items 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 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 DMEPOS location is opened. The accreditation organization may accredit the new supplier location for three 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 resurveyed 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-license 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.