



Terms & Conditions



Our company is dedicated to maintaining the privacy of your identifiable health information. In conducting our business, we will create records regarding you and the services we provide to you. This notice tells you about the ways in which Medical Service Company and affiliates (referred to as “we”) may collect, use, and disclose your protected health information and your rights concerning your protected health information. “Protected health information” (PHI) is information about you that can reasonably be used to serve you and that relates to you, your treatment and the payment for that treatment.

We are required by law to maintain the confidentiality of health information that identifies you; and to provide you with this notice about your rights and our legal duties and privacy practices with respect to your PHI. We must follow the terms of the notice while it is in effect. Some of the uses and disclosures described in the notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards. If you have questions about this notice, please contact our Privacy Officer for further information.

The terms of this notice apply to all records containing your health information that are created or retained by our organization. We reserve the right to revise or amend our notice of privacy practices. Any revision or amendment to this notice will be effective for all of your records we have created or maintained in the past, and for any of your records we may create or maintain in the future. Our organization will post a copy of our current notice in our office in a prominent location, and you may request a copy of our most current notice by calling us.

How We May Use and Disclose Your Protected Health Information (PHI)

We may use and disclose your PHI for different purposes. The examples below are provided to illustrate the types of uses and disclosure we may make without your authorization for treatment, payment, and home care operations (TPO):

- **Payment:** We use and disclose your PHI in order to bill and collect payment for treatments, services and items you may receive from us. We also may use and disclose your health information to obtain payment from third parties that may be responsible for such costs, such as family members. Also, we may use your health information to bill you directly for services and items.
- **Treatment:** We may use and disclose you PHI to coordinate services with other health care providers involved in your care. For example, we may collect measurements to identify appropriate seating and mobility system(s). We may obtain and disclose information on CPT diagnosis codes, diagnosis and prognosis, functional limitations, pre-existing health conditions, hospitalizations, prior use of equipment, and information specific to qualifying the patient as dictated by CMN / detailed written order forms.
- **Appointment reminders:** We may use and disclose your health information to contact you and remind you of visits /delivers / to ask whether you need additional supplies.
- **Release of information to Family / Friends:** We may release your health information to a friend or family member that is helping you to pay for your health care, or who assists in taking care of you.
- **Disclosures Required by Law:** We will use and disclose your health information when we are required to do so by federal, state or local law.

We require any business associates to protect the confidentiality of your information and to use the information only for the purpose for which the disclosure is made. We do not provide customer names and addresses to outside firms, organizations, or individuals except in furtherance of our business relationship with you or as otherwise allowed by law.

We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your personal information.

Other Permitted or Required Disclosures

- **As Required by Law:** We must disclose PHI about you when required to do so by law.
- **Public Health Activities:** We may disclose PHI to public health agencies for reasons such as preventing or controlling disease, injury, or disability.
- **Victims of Abuse, Neglect, or Domestic Violence:** We may disclose PHI to government agencies about abuse, neglect, or domestic violence.

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- **Health Oversight Activities:** We may disclose PHI to government oversight agencies. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure and disciplinary actions; civil, administrative, and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the health care system in general.
- **Judicial and Administrative Proceedings:** We may disclose PHI in response to a court or administrative order. We may also disclose PHI about you in certain cases in response to a subpoena, discovery request, or other lawful process.
- **Law Enforcement:** We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Special Government Functions:** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.
- **Workers Compensation:** We may disclose PHI to the extent necessary to comply with state law for workers' compensation programs.

Your Rights Regarding Your Protected Health Information (PHI)

You have certain rights regarding PHI that we maintain about you.

- **Right to Access Your PHI:** You have the right to review or obtain copies of your PHI records, with some limited exceptions. Usually the records include referral information, delivery forms, billing, claims payment, and medical management records. Your access to records can include PHI maintained electronically even if not an electronic health record. Your request to review and/or obtain a copy of your PHI records must be made in writing. We may charge a fee for the costs of producing, copying, and mailing your requested information, but we will tell you the cost in advance.
- **Right to Amend Your PHI:** If you feel that PHI Maintained by us is incorrect or incomplete, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by us, or you ask to amend a record that is already accurate and complete. If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut the statement.
- **Right to Notification of Breach or Accounting of Disclosures:** You have the right to be notified following a breach of your unsecured PHI. You may request an accounting of disclosures we have made of your PHI. The list will not include our disclosures related to your treatment, our payment or health care operations, or disclosures made to you with your authorization. The list may also exclude certain other disclosures, such as for national security purposes. Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years. Your request should indicate in what form you want the list (for example, on paper or electronically). We may charge for providing the accounting, but we will tell you the cost in advance.
- **Right to Request Restrictions on the Use and Disclosure of Your PHI:** You have the right to request that we restrict or limit how we use or disclose your PHI for treatment, payment, or health care operations (TPO). You may restrict disclosures of PHI to a health plan if you have paid out-of-pocket in full for the health care item or service. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right to Receive Confidential Communications:** You have the right to request that we use a certain method to communicate with you or that we send information to a certain location. For example, you may ask that we contact you at work rather than at home. Your request to receive confidential communications must be made in writing. 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 a right at any time to request a paper copy of this notice. You may ask us to give you a copy of this notice at any time.
- **Contact Information for Exercising Your Rights:** You may exercise any of the rights described about by contacting our Privacy Officer.
- **Complaints:** If you believe that your privacy rights have been violated, you may file a complaint with us, via our Privacy Officer, Dana McLaughlin, at dana.mclaughlin@medicalservicewco.com, and/or with the Office of Civil Rights. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

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As an individual receiving home health care services from our organization, let it be known and understood that you have the following rights:

1. To select those who provide you home care services.
2. To be provided with legitimate identification by any person or persons who enters your residence to provide home care for you.
3. To receive the appropriate or prescribed service in a professional manner without discrimination relative to your age, sex, race, religion, ethnic origin, sexual preference, psychosocial state, physical or mental handicap, or personal cultural and ethnic preferences.
4. To be promptly informed if the prescribed care or services are not within the scope, mission, or philosophy of the organization, and therefore be provided with transfer assistance to an appropriate care or service organization.
5. To be informed that you may rent or purchase items according to medical guidelines.
6. To be dealt with and treated with friendliness, courtesy, and respect by each and every individual representing the organization that provides treatment or services for you and to be free from mental, physical, sexual, and verbal abuse, neglect, and exploitation.
7. To have your confidentiality, privacy, safety, security, and property respected at all times.
8. To assist in the development and planning of your health care program that is designed to satisfy, as best as possible, your current needs.
9. To be provided with adequate information from which you can give your informed consent for the commencement of service.
10. To express concerns or grievances and have them investigated and recommend modifications to your home care service without fear of discrimination or reprisal.
11. To request and receive complete and up-to-date information relative to your condition, treatment, alternate treatments, risks of treatment within the physician's legal responsibilities of medical disclosure.
12. To receive care and services within the scope of your health care plan, promptly and professionally, while being fully informed as to our organization's policies, procedures, and charges.
13. To refuse care, within the boundaries set by law, and receive professional information relative to the ramifications of consequences that will or may result due to such refusal.
14. To request and receive data regarding services or costs thereof privately and with confidentiality.
15. To request and receive the opportunity to examine or review your medical records.
16. To formulate and have honored by all health care personnel an advance directive such as a Living Will or a Durable Power of Attorney for Health Care, or a Do Not Resuscitate order.
17. To expect that all information received by this organization shall be kept confidential and shall not be released without written consent.
18. The right to review the organization's Privacy Notice.
19. The right to access, request amendment to, receive an accounting of disclosures regarding your health information as permitted under applicable law.
20. The right to revoke any previous consent for release of medical information or for obtained consent for media recording or filming.
21. To be involved, as appropriate, in discussions and resolutions of conflicts and ethical issues related to your care.
22. To be informed of any experimental or investigational studies that are involved in your care and be provided the right to refuse any such activity.
23. To be informed of any financial interests or benefits when referred to another organization.
24. As a patient of this home care organization, you can expect that your reports of pain will be believed, and our concerned staff will quickly respond to your concerns by contacting your home health nurse or physician.
25. To file a complaint or question with our accrediting organization, ACHC, about MEDICAL SERVICE COMPANY as an organization if deemed necessary, call the ACHC Hotline at 1-855-937-2242.
26. For all other complaints regarding service or care you have received, please contact the Compliance Director at 440-797-1548. Within five (5) calendar days of receiving a beneficiary's complaint, you will receive confirmation of receipt and pending investigation. Within 14 days, the Medical Service Company shall provide notification to the beneficiary of the results of its investigation and response.

Responsibilities of the Patient

You and the home care organization are partners in your health care plan. To ensure the finest care possible, you must understand your role in your health care program.

As a patient of the organization, you are responsible for the following:

1. To provide complete and accurate information concerning your present health, medication, allergies, etc., when appropriate to your care/service.
2. To inform staff members, as appropriate, of your health history, including past hospitalizations, illnesses, injuries, etc.
3. To involve yourself, as needed and as able, in developing, carrying out, and modifying your home care service plan, such as properly cleaning and storing your equipment and supplies.
4. To review the organization's safety materials and actively participate in maintaining a safe environment in your home.
5. To request additional assistance or information on any phase of your health care plan you do not fully understand.
6. To notify your attending physician when you feel ill or encounter any unusual physical or mental stress or sensations.
7. To notify the organization when you will **not** be home at the time of a scheduled home care visit.
8. To notify the organization prior to changing your place of residence or your telephone number.
9. To notify the organization when encountering any problem with equipment or service.
10. To notify the organization if you are to be hospitalized or if your physician modifies or ceases your home care prescription.
11. To make a conscious effort to properly care for equipment supplied and to comply with all other aspects of the home health care plan developed for you.
12. To report any concerns regarding pain and pain management.
13. To make a conscious effort in showing respect and consideration to the organization's staff.
14. To meet financial commitments that has been agreed to with the organization.
15. To accept the consequences for adverse outcomes if you do not follow proposed care plan or course of treatment.
16. To ensure a home care visit is not disrupted and for safety purposes, no behavior detrimental to the scheduled care should occur, including unsecured pets and weapons. Our employees reserve the right to proceed or discontinue with the care at their discretion.

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Medicare DMEPOS Supplier Standard Statement

The products and/or services provided to you Medical Service Companies 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 from the U.S. Government Printing Office website. Upon request we will furnish you a written copy of the standards.

Equipment Warranty Information Form

Our staff will identify every DME product sold or rented by our company that carries a warranty and beneficiaries will be notified of warranty coverage. Medical Service Companies will honor all warranties under applicable law.

Medical Service Companies will repair or replace, free of charge, Medicare covered equipment that is under warranty. You will receive information relating to the applicable warranty on products you receive from our company.

INFECTION CONTROL

How to Stop the Spread of Germs:

- Cover your mouth and nose when coughing or sneezing.
- Cough or sneeze into a tissue and then throw it away.
- Cover your cough or sneeze if you do not have a tissue.
- Then, clean your hands, and do so every time you cough or sneeze.

The Importance of Hand Washing

To keep yourself healthy, follow these guidelines:

- The single most important practice in preventing infection is frequent hand washing.
- Wash hands using a liquid antibacterial soap with lots of friction for about 20 seconds, rinsing thoroughly and drying hands with paper towels is recommended.
- Wash hands before and after patient contact and with removal of gloves.
- Use a 'hand sanitizer' (alcohol gel) frequently.
- Wash hands or use a hand sanitizer especial after touching body fluids (that is, respiratory secretions, stool, urine, vomitus) and potentially contaminated surfaces and materials.



Visitors in Your Home

You may consider asking friends and relatives who have colds, flu or infectious disease to postpone their visit until they are feeling better.

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In an impending emergency (power outage, flooding, fire) it is essential to have a safety plan in mind, but this is crucial for people with disabilities if they have needs for medication or equipment which is outside the normal range of availability.

It's important for another reason, as well: a person dealing with an emergency from a proactive stance will always have the advantage, mentally and physically, over the situation, and will be better equipped to 'get ahead of it' in the event that becomes necessary.

Three things will make an emergency less chaotic: supplies, communication and a support network.

Supplies

Supplies are often essential, and these should be in a state of constant preparedness. A few things tucked away in a bag in the hall closet will greatly diminish the panic in a crisis. An emergency bag should include at least a few days' worth of supplies and medication along with instructions for these medications and the subscriber/provider's name and phone number. Generally, this is a patient's general practitioner: having that name and number handy is vital for any questions, or if the house is uninhabitable, there would be a way to get an emergency prescription so the patient will not miss any doses of medication. If the person needs other daily supplies (incontinence supplies, spare clothing, or other medical items for their immediate care) also pack spares of this in the bag.

Communication

If you have a cell phone, make sure that and a spare charger is included in the supply bag. Most clinics and pharmacies use web-based sites to interact with their patients in the event an evacuation is extended.

Also, watch weather reports and alarms. Cell phones will now also alarm if bad weather is approaching, so a person with compromised mobility can decide ahead of time on the best means of staying safe. If travel may be necessary, a person with special needs should be prepared ahead of time to get to a safe zone.

A Support Network

In the event of an evacuation, consider the time demands of the person with a disability. A person with a prosthetic who is still learning to walk will not require as much time as a non-ambulatory person with a wheelchair which must be loaded and unloaded. There should be an ongoing, prearranged agreement with people who are willing and able to assist with evacuation measures. The location of the safe zone is also crucial: if that person is in a wheelchair a friend's house with stairs is an unsuitable option.

Firefighters deal with this kind of situation all the time. Your local fire department can help to create a plan if details prove to be a struggle. Ask them for suggestions, since they're well-connected with local resources and know the location of emergency centers.

Emergency plan preparedness is part of a proactive patient's self-care and management. Supplies, communication, and support will make a crucial difference in the successful implementation of a safety plan during an emergency, should it ever become necessary.

Fire Prevention

- No smoking or open flames around oxygen equipment.
- No smoking in bed.
- Install smoke detectors. Change batteries semi-annually.
- Keep oxygen in use signs posted and visible at all times.
- Keep working fire extinguishers on hand.
- Have a fire escape plan and practice it regularly.
- Post the fire department's number by all phones.
- Have all major electrical appliances grounded.
- Never break off a grounding prong of a three-prong plug.
- Check and replace all frayed or cracked electrical cords.
- Do not place electrical cords under carpet or rugs.
- Do not overload electrical outlets or extension cords.
- Keep flammable liquids away from all open flames or other heat sources.
- Never use bulbs in a light fixture with higher wattage than allowed by manufacturer.
- Have wood burning fireplaces inspected annually.
- Never store gasoline, kerosene or oil in living spaces.

Medications

- Keep all medications out of children's reach.
- Check expiration dates and dispose of outdated medications safely.
- Report any unusual side effects to physician immediately. Check with physician before changing amount of medication to take.

Fall Prevention

- Keep phone within easy reach.
- Replace dim, burned out or glaring lights.
- Falls happen at home for many reasons. There are several things that are known to add to your risk for falling: Poor vision or hearing, history of falls, poor nutrition, certain medications, being over 65 years old, conditions in the home such as slippery floors, loose rugs, cords on the floor.

Bathroom Safety

- Keep all electrical appliances such as razors, hair curlers, hair dryers, and radios away from water.
- Install grab bars on or around bathtub and elevated toilet seats and support rails on toilets.
- Use non-skid carpets, rugs and/or mats on floors.
- Install non-skid mats or strips in bathtub/shower.
- Keep a night light plugged in for after dark illumination.
- Install a handheld shower.
- Set the water temperature to 120° or less.

General Home Safety

- Have secure handrails on all stairs and keep stairways clear.
- Avoid using throw rugs.
- Use step stool or ladder for reaching high places, never use a chair.
- Wipe up liquid spills on non-carpeted floors immediately to avoid slips.
- Avoid unnecessary clutter and keep all walking paths clear.
- Keep a working flashlight handy at all times.
- Install night lights.
- Install or keep working smoke and carbon monoxide detector(s) in place.

ACCEPTANCE OF BILLING & COLLECTION POLICIES AND ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

Insurance is not a guarantee of payment; it often does not cover all costs. Insurance benefits are determined by governmental agencies and/or your employer, not the provider of service. Your insurance policy is a contract between you and your insurance company. Medical Service Company is not a third party to that contract, therefore knowing your insurance coverage and benefits is your responsibility. As a courtesy, we will file a claim on your behalf if you present valid insurance information. However, you will be expected to pay for services rendered if we are unable to verify insurance coverage.

- 1. AutoPay:** If payment account information is provided to a representative of Medical Service Company over the phone, in person, or through our patient portal, you expressly authorize Medical Service Company to enroll that payment account in AutoPay. When enrolled in AutoPay, we will automatically electronically debit your payment account for any subsequent amounts due. You will receive advance notification of the amount to be withdrawn and electronic debit date after such claim(s) have been processed by your insurance company, if applicable. To learn more about AutoPay, and/or to set up an account in our patient portal, please visit <https://medicalserviceco.hmebillpay.com>.
- 2. Financial Estimates:** Any amount indicated on delivery tickets or communicated to you over the phone or in person by a representative of Medical Service Company is an estimate based upon information available to us through your insurance at the time of communication. Such estimates may differ from actual charges after your insurance has processed such claim(s). Please reach out to your insurance provider should you want additional information. Please monitor all correspondence from Medical Service Company and your insurance provider to know exact charges.
- 3. Authorization to Convert your Check to an Electronic Funds Transfer Debit:** Unless expressly disallowed on your check, you authorize your bank account to be electronically debited for the check amount plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.
- 4. Late Fees/Returned Checks:** A late fee will be assessed for past due service charges. Returned checks, for any reason, will result in a \$25.00 returned check fee.
- 5. Return Policy:** Unopened supplies may be returned within 30 days of purchase. Enteral supplies cannot be returned or exchanged. Rental equipment may be returned at any time. We do not prorate rental amounts. If rental equipment is not returned prior to the monthly rental date anniversary, we will bill for such rental month in full to you and your insurance, if applicable, and any related deductible, co-pay, or non-covered amounts are owed in full by you.
- 6. Insurance and/or Residential Changes:** It is the patient's responsibility to inform Medical Service Company of any insurance and/or residential changes and to be in compliance with all insurance requirements. Failure to notify Medical Service Company of these changes and failure to maintain compliance will result in the patient being responsible for any services not paid by your insurance at retail prices, unless prohibited by law or policy. Residential changes include, but are not limited to, admission to a skilled nursing facility or other health care facility, as well as moving outside of our geographic area.
- 7. Network Provider:** It is the patient's responsibility to determine if Medical Service Company is an in-network provider with your insurance company. Any financial estimates provided to you may be based on in-network coverage rates which may not be applicable if Medical Service Company is not a participating provider.
- 8. Covered Items:** It is the patient's responsibility to know what items are covered by their insurance company's benefit plan. While equipment and supplies may be "covered" by your insurance, you may still have an out-of-pocket expense due to your deductible not being met at the date(s) of service, having a copay in connection with your insurance policy, or not following insurance guidelines. While we may provide estimates of deductible or co-pay amounts based upon information available to us from your insurance provider at the time of communication, it is your responsibility to know whether your deductible has been met and what your co-pay amount or percentage is.
- 9. Therapy Requiring Compliance:** Your insurance may require usage data to be transmitted to them to prove compliance. In the event that you do not meet such compliance criteria and your insurance will no longer cover your equipment, you are required to return your equipment within the specified time frame communicated to you or purchase it at a price up to minimum advertised prices established by manufacturers, unless prohibited by law or policy. You will be responsible for payment of rental months not covered by insurance until equipment is returned and may be subject to a restocking fee.

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ACCEPTANCE OF BILLING & COLLECTION POLICIES AND ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

10. **Rent to Own Equipment:** Any equipment on the Delivery Receipt noted as “Rental” in the “Type” column is equipment that is owned by Medical Service Company. However, many insurances will “rent to own” such equipment when after a certain period, the equipment becomes patient owned. Any “rent to own” period communicated by Medical Service Company to you for such equipment is an estimate based upon information available to us by your insurance company at the time of communication. Changes including, but not limited to, a change to your insurance can affect and, in some cases, restart, your rental period.

For Capped rental items Medicare will pay a monthly rental fee for a period not to exceed 13 months, after which ownership of the equipment is transferred to the Medicare beneficiary. After ownership of the equipment is transferred to the Medicare beneficiary, it is the beneficiary’s responsibility to arrange for any required equipment service or repair. Examples of this type of equipment include hospital beds, wheelchairs, and continuous airway pressure (CPAP) devices.

Inexpensive or routinely purchased items can be purchased or rented; however, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount. Examples of this type of equipment include canes, walkers, crutches, commode chairs and home blood glucose monitors.

11. **Lost/Stolen/No Longer Usable Equipment:** Any equipment on the Delivery Receipt noted as “Rental” in the “Type” column is equipment that is owned by Medical Service Company. Should the equipment be lost, stolen or is no longer usable due to an issue not covered by your medical insurance, you agree to reimburse Medical Service Company for the equipment’s replacement cost plus any applicable taxes, shipping and delivery costs incurred by Medical Service Company, in addition to any remaining months in the rental period. Medical Service Company does not bill home or auto insurance for lost or damaged equipment.
12. **Phone Calls/Text Messages:** You may receive autodialed, pre-recorded calls, text messages and/or email messages, from or on behalf of Medical Service Company at the telephone, wireless number(s) and email address(es) previously provided. Such communication may include information related to your treatment, information about Medical Service Company and/or marketing communications. You consent to receiving future calls or text messages at those number(s) by autodialed calls, pre-recorded calls, text messages and/or emails, and understand that your consent to such calls, text messages and emails is not a condition of purchasing any goods or services and that you may opt out of such communication at any time.
13. **Contact Information:** For questions, please call the Billing Department 440-735-3246.

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