

Patient Health Information Privacy Notice

Please note that we maintain paper and electronic files that may contain private information about you that may include but are not limited to: your name, address, phone number, contact person, diagnosis, prognosis, physician(s), prescriptions, plans of service and treatment, vital signs and other clinical impressions, insurance coverage(s), equipment rented and purchased from us, credit card number(s), date(s) of service, etc. We release, transfer and disclose the above information to third parties to facilitate appropriate provision and review of services and billing for our clients of record. These files are legal documents and are also used for education, evaluating the performance of organization, marketing and planning purposes. We have measures in place to protect patient health information as required by law. These measures include, but are not limited to, security precautions being in place in our buildings, vehicles, billing software, transactions with government entities, vendors, consultants, surveyors, your family or appointed representative and other appropriate parties, transmission of data to third parties, telephonic and wireless communications, maintenance, retention, and destruction of data, etc. You have the right to amend, restrict, or revoke consent to release, examine, or obtain copies of the data that we have in your file and have released to others upon request. If you have questions concerning any of the above, please contact our Privacy Officer at 205-326-0050.

The rights of the patient(s) include, but are not limited to the right to:

- ~ Exercise these rights without regard to sex or cultural, economic, educational or religious background or the source of payment for the care.
- ~ Considerate and respectful care.
- ~ Knowledge of the name of the physician who has primary responsibility for coordinating his/her care and the names and professional relationships of other physicians who will see the patient.
- ~ Receive information about the illness, the course of the treatment and prospects for recovery in terms that the patient can understand.
- ~ Receive as much information about any proposed treatment procedure as the patient may need in order to give informed consent or to refuse this course of treatment. Except in emergencies, this information shall include a description of the procedure or treatment, the medically significant risks involved in this treatment, alternate courses of treatment or non treatment, and the risk involved in each and to know the name of the person who will carry out the procedure treatment.

- ~ Participate actively in decisions regarding the medical care; to the extent permitted by law, this includes the right to refuse treatment.
- ~ Full consideration of privacy concerning the medical care program. Case discussion, consultation, examination and treatment are confidential and should be conducted discreetly. The patient has the right to be advised as to the reason for the presence of any individual
- ~ Confidential treatment of all communications and records pertaining to the care and stay in the hospital. Written permission shall be obtained before the medical records can be made available to anyone not directly concerned with the care.
- ~ Reasonable responses to any reasonable request he or she may make for service.
- ~ Leave the hospital even against the advice of a physician.
- ~ Reasonable continuity of care and to know in advances the time and location of appointments as well as the physicians providing care.
- ~ Be advised if hospital/personal physicians propose to engage in or perform human experimentations affecting the care or treatment. The patient has the right to refuse to participate in such research projects.
- ~ Be informed of continuing health care requirements following discharge from the hospital or office.
- ~ Examine and receive an explanation of the bill regardless of the source of payment.
- ~ Know which rule and policies apply to the patient's conduct while 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.
- ~ A procedure shall be established whereby patient complaints are forwarded to the provider's administration for appropriate response
- ~ All personnel shall observe the patient's rights.

Authorization to release information and permit payment of insurance benefits to provider, Pro-Fit, Inc.

I request that payment of authorized Medicare, Medicaid, and/or other private insurance benefits be made directly to Pro-Fit, inc., it assigns or successors on any unpaid bill for the purchase or rental of medical products furnished to me by the supplier on a continuing basis unless specifically revoked by me. This is a standing request applicable where I receive products or services from that supplier. I further authorize any holder of medical or other information about me to Pro-Fit, Inc. its assigns or successors. I agree to cooperate to assist in obtaining payment. I authorize a photocopy of this form to be used in place of the original.

I am aware that Medicare, BC/BS, and many other insurance companies will not

pay for some prescribed items deemed medical necessary by my physician. In some cases, Medicaid and HMOs will not pay for the prescribed supplies. If for any reason the account should become delinquent, I agree to pay for all billing charges, interest charges, collection fees, and any reasonable legal fees. I understand I am responsible for all charges not covered by insurance, but not limited to deductibles and co-payments.

Return policy: Federal law prohibits the re-use of all of our medical supplies and equipment, therefore Pro-Fit, Inc. cannot accept any items for return except A MANUFACTURING DEFECT.

Medicare 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 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. Failure to maintain required insurance at all times will result in revocation of the supplier's billing privileges retroactive to the date the insurance lapsed.
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/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 Supplier 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 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).
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.

Rights, Responsibilities, Rental & Sales Agreement

Company when used in this agreement, refers to Pro-Fit, Inc. and American Diabetic Supply, a wholly owned subsidiary of Pro-Fit, Inc. Patient refers to the person receiving medical equipment and supplies. TITLE to the rental equipment and all parts shall remain with the Company, unless equipment is purchased and paid in full. Patient must promptly notify Company of rental equipment malfunctions or defects and bring the equipment to the office to receive REPAIR & SERVICE. Company shall not insure or be responsible to patient or caregiver for any PERSONAL INJURY OR PROPERTY DAMAGE related to any product, including that caused by improper use or function thereof, the act or omission of any third party, or by any criminal act or activity, fire or act of God. Company may impose a monthly service charge of 1.5% of the unpaid balance. Sales RETURNS may be accepted in unopened packages and/or saleable condition within ten (10) days from the date of original receipt. Due to health department regulations, no merchandise may be accepted for return if worn next to the skin, food product,

used for sanitary or hygienic purposes or if it is disposable (control solutions, strips, meters, lancets, etc). Special order items will require a deposit and are non-returnable. Patient is responsible for monitoring supply levels. Should a life-threatening MEDICAL EMERGENCY arise the patient or caregiver should contact their local emergency service number for assistance. Patient agrees to NOTIFY Company of any MEDICAL STATUS change such as doctor's prescription, advance directives being in place or changed, acquiring an infection requiring hospitalization or MD visit, change of residence or insurance coverage; lack of compliance with this agreement may result in patient being direct billed. Company is privately-owned and any financial benefits of referrals made by the Company will be disclosed to the patient. Patient and Company agree to go to arbitration if a disagreement arises between the parties.