



## Neb Doctors - Policy Notification

### Statement to Permit Payment of Medical Benefits

- I understand that I am authorizing Neb Doctors to provide Medical Equipment and/or services to me.
- I understand that I am giving Neb Doctors permission to ask my insurance for payments for my medical care, including supplies and equipment.
- I certify that the information provided by me in applying for payment under title XVIII (Medicare) of the Social Security Act or any other insurance benefits is true and correct.
- I understand that Health Care Benefit Payee may need information about my medical condition to determine benefits related to “Company” services. I give permission for the release of medical or other information necessary to process the “Company” payment request.
- I ask that payment of authorized Health Care Benefits be made on my behalf to Neb Doctors for any services or items furnished to me.
- I understand that if my insurance denies or challenges this claim for the prescribed supplies, I will be solely responsible for this claim.

### Client Responsibility Waiver

- Medicaid, Medicare or any other health insurance company will only pay for equipment and services that it determines to be “reasonable and necessary” (Section 1862(a)(1) of the Medicare law for Medicare). If your insurance determines that a service or piece of equipment is not “reasonable and necessary” under your insurance standards, your insurance company may deny payment for it. If they do deny payment, you will be responsible for the reasonable and customary cost of the equipment or service.
- I certify that I HAVE NOT RENTED SAME OR SIMILAR EQUIPMENT through Medicaid, Medicare or any other insurance, or If SAME OR SIMILAR equipment was rented, the equipment has been returned to the DME supplier. I also certify that Medicare is not paying service or maintenance charges for SAME OR SIMILAR equipment I use.
- I certify that I HAVE NOT PURCHASED SAME OR SIMILAR equipment through Medicare, Medicaid or any other Insurance, or if I have purchased any equipment, documentation has been provided to Neb Doctors.
- I understand that most insurance will only cover one nebulizer every three years, and I understand that if my insurance denies or challenges this claim for SAME OR SIMILAR equipment being rented or purchased, I will be solely responsible for this claim.
- If my insurance should deny payment for any reason other than the above stated reason, I will be solely responsible for this claim.
- I will cover all additional charges involved in having the equipment returned.
- Neb Doctors reserves the right to have this agreement transferred over to another Medicare Supply or Pharmacy provider to provide the service.

### Deductibles and Co-Insurance

- I understand that any annual deductible or co-payments from my insurance are my responsibility unless covered by a secondary insurance policy.

### Equipment Training - A representative of Neb Doctors or my doctor's office has advised me of the following:

- The proper and safe operation of the unit.
- Basic maintenance of the unit.
- That I must read and fully understand the owner's manual that I have received before operating the unit.

### Equipment Warranty

- Every product sold or rented by our company carries at least a 1-year manufacturer's warranty. Specific warranty length and information is described in the manufacturer's owner's manual provided with each product.
- Neb Doctors will repair or replace, free of charge, equipment that is under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

### Delivery and Setup of Equipment

- Primary delivery method of our equipment is through our partner Clinics and Doctors' Offices for the benefit of continuity of care.
- Neb Doctors agrees to deliver any equipment or product that it sells on a timely basis.
- Regularly stocked supplies are usually delivered within 24 hours from the time the order is placed. Special orders are usually delivered within 1 week from date of purchase.
- Equipment that Neb Doctors sells will be setup in a timely manner and free of charge.
- Instructions on how to use and maintain the product will be given to each patient accordingly.

### Hours of Operation

- Neb Doctors maintains normal business office hours with after hour's emergency service availability.
- Neb Doctors is open for business
  - o Monday through Friday
  - o 9:00 am to 4:00 pm
  - o The office is closed on weekends and holidays
- Neb Doctors maintains emergency, on call service for any calls outside of normal business hours.
- The caller may be instructed to leave a message and the person on call will return the call as appropriate.
- The company's on call number is 877-772-4445.

### Emergency or Natural Disaster

- If you need emergency medical treatment during a natural disaster or other medical emergency contact 911.
- If you need services or information for the maintenance, or replacement of medical equipment contact our office number 866-449-4784 during business hours and our emergency number 877-772-4445 outside of those hours.

### Complaints

- If you have a complain about the service of personnel at Neb Doctors, then please call us at 678-222-1411 to formally file your complaint so that we can answer your concerns and continually improve our service.
- You may also file a complaint to outside sources such as your insurance company, Medicare (800-633-4227) or JCAHO (800-994-6610)

### AS A HOMECARE PATIENT YOU HAVE THE FOLLOWING RIGHTS

- To decide who provides your home care service and/or equipment.
- To be given legitimate identification of any Provider personnel entering your home to provide homecare services and/or equipment.

- To receive the correctly prescribed service and/or equipment in a professional manner without discrimination of age, race, sex, religion, ethnic origin, sexual preference or physical or mental handicap.
- To be promptly informed if the prescribed care or services are not within the scope, mission, or philosophy of Provider, and therefore are provided with transfer assistance to an appropriate care or service organization.
- To be treated with kindness, courtesy, respect, and without neglect or abuse, either physical or mentally.
- To have your privacy and your property respected at all times.
- To be provided with adequate information to give your informed consent for the start of service, the continuation of service, the transfer of service to another home care provider, or the termination of service.
- To receive upon request, complete and up to date information relative to your condition, treatment, alternative treatments, and risks of treatment within our responsibilities of medical disclosure.
- To receive treatment and services within the scope of your health care plan, promptly and professionally, while being thoroughly informed as to Provider policies, procedures and charges.
- To refuse care, within the boundaries set by law, and receive professional information relative to the ramifications or consequences that will or may result due to such refusal.
- To request and receive data regarding services or costs thereof privately and with confidentiality.
- To request and receive the opportunity to examine or review your medical records.
- To formulate and have honored by all health care Staff an advance directive such as a Living Will or a Durable Power of Attorney for Health Care, or a Do Not Resuscitate order.
- To be involved, as appropriate, in discussions and resolutions of conflicts and ethical issues related to your care.
- To be informed of any experimental or investigational studies that are involved in your care and to be provided the right to refuse any such activity.
- To expect that all information received by this organization will be kept confidential and will not be released without written consent.
- To have the right to access, request amendment to, and receive an accounting of disclosures regarding health information as permitted under applicable law.

#### **AS A HOMECARE PATIENT YOU HAVE THE FOLLOWING RESPONSIBILITIES**

- To provide complete and accurate information about your present health, medication, allergies, etc., when appropriate to your home care service plan.
- To inform a staff member, as appropriate, of your health history, including past illnesses and injuries, etc.
- To involve yourself in developing, modifying and complying with all aspects of your home care service plan, which included properly caring for, cleaning and storing of your home medical equipment.
- To review the equipment manufacturers safety procedures and actively participate in maintaining a safe environment in your home.
- To request additional assistance or information on any phase of your home care service plan you do not fully understand.
- To notify Provider, in advance, when you cannot be home for a scheduled home care visit.
- To notify Provider when changing your place of residence or your telephone number.
- To notify Provider when encountering any problem with equipment or service.
- To notify Provider if your caregiver modifies or ceases your home care prescription.

#### **DMEPOS SUPPLIER STANDARDS**

- A supplier must follow all applicable Federal and State licensure and regulatory requirements.
- A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the supplier within 30 days.
- An authorized individual (one whose signature is binding) must sign the application for billing privileges.
- 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 no procurement programs.
- 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.
- 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.
- A supplier must maintain a physical facility on an appropriate site.
- 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.
- A supplier must maintain a primary business telephone in the name of the business in a local directory or a toll-free number available through directory assistance. The exclusive use of beeper, answering machine or cell phone is prohibited.
- A supplier must have comprehensive liability insurance in the amount of \$300,000.00 that covers the supplier's place of business and all customers and employees. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
- A supplier must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from calling beneficiaries to solicit new business.
- A supplier is responsible for delivery and must instruct beneficiaries on use of covered items and maintain proof of delivery.
- A supplier must answer questions and respond to complaints of beneficiaries and maintain documentation of such contacts.
- A supplier must maintain and replace at no charge or repair directly, or through a contract with another company, covered items it has rented to beneficiaries.
- A supplier must accept returns of substandard (less than full quality for the item) or unsuitable items (inappropriate for the beneficiary at the time was fitted and rented or sold) from beneficiaries.
- A supplier must disclose these supplier standards to each beneficiary to whom it supplies a covered item.
- A supplier must not convey or resign a supplier number; the supplier may not sell or allow another entity to use its billing number.
- 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.
- 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.
- A supplier must agree to furnish CMS any information required by statute and implementing regulations.

#### **Notice of Privacy Policy (Patient)**

To our patients: This notice describes how health information about you, as a patient of **Neb Doctors**, may be used and disclosed. You will also find below, information on your rights and how you can get access to your health information. This is required by the Privacy Regulations created because of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## **Our commitment to your privacy**

**Neb Doctors** is dedicated to maintaining the privacy of your health information. We are required by law to maintain the confidentiality of your health information. We realize that these laws are complicated, but we must provide you with the following important information:

## **Use and disclosure of your health information in certain special circumstances**

The following circumstances may require us to use or disclose your health information:

1. In the process of providing you services and in the claims submission to other Healthcare organization for reimbursement.
2. To public health authorities and health oversight agencies that are authorized by law to collect information.
3. Lawsuits and similar proceedings in response to a court or administrative order.
4. If required to do so by a law enforcement official.
5. When necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. We will only make disclosures to a person or organization able to help prevent the threat.
6. If you are a member of U.S. or foreign military forces (including veterans) and if required by the appropriate authorities.
7. To federal officials for intelligence and national security activities authorized by law.
8. To correctional institutions or law enforcement officials if you are an inmate or under the custody of law enforcement official.
9. For Workers Compensation and similar programs.

## **Your rights regarding your health information**

1. Communications. You can request that Neb Doctors communicate with you about your health and related issues in a particular manner or at a certain location. For instance, you may ask that we contact you at home, rather than work. We will accommodate reasonable requests.
2. You can request a restriction in our use or disclosure of your health information for treatment, payment, or Healthcare operations. Additionally, you have the right to request that we restrict our disclosure of your health information to only certain individuals involved in your care or the payment for your care, such as family members and friends. We are not required to agree to your request; however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you.
3. You have the right to inspect and obtain a copy of the health information that may be used to make decisions about you, including patient Medical records and billing records, but not including psychotherapy notes. You must submit your request in writing to: (See Neb Doctors Information Below).
4. You may ask us to amend your health information if you believe it is incorrect or incomplete and if the information is kept by or for our company. To request an amendment, your request must be made in writing and submitted to: (See Neb Doctors Information Below) you must provide us with a reason that supports your request for amendment.
5. Right to a copy of this notice. You are entitled to receive a copy of this Notice of Privacy Practices. You may ask us to give you a copy of this Notice at any time. To obtain a copy of this notice, contact: (See Neb Doctors Information Below).
6. Right to file a complaint. If you believe your privacy rights have been violated, you may file a complaint with our practice or with the Secretary of the Department of Health and Human Services. To file a complaint with our practice, contact: (See Neb Doctors Information Below). All complaints must be submitted in writing. You will not be penalized for filing a complaint.
7. Right to provide an authorization for other uses and disclosures. Our practice will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law.

If you have any questions regarding this notice or our health information privacy policies, please contact (See Neb Doctors Information Below).

**Neb Doctors**  
**5076 Winters Chapel Road Ste. 200, Atlanta, GA 30360**  
**Phone: 866-449-4784**

## **Safety Precautions**

### **IMPORTANT SAFEGUARDS – READ ALL INSTRUCTIONS BEFORE USING EQUIPMENT.**

Read all these warnings and instructions as well as the entire Manufacturers User's Manual/Instructions before using any medical equipment. Use the equipment only for its intended purpose and use as described in the manufacturer's instructions for Use. Improper use of medical equipment can result in serious or fatal illness/injury, improper treatment or property damage. Use equipment only with parts and accessories provided by your homecare provider for use with your specific equipment.

### **WARNING**

Close supervision is necessary when medical equipment is used by or near the physically or mentally impaired or children. Never use equipment while sleeping or drowsy unless directed by the manufacturer's instructions. Review equipment precautions about small parts or tubing that may present a choking hazard to small children. Keep all bags used in packaging equipment away from children to prevent suffocation. Keep any medications or other hazardous or toxic items where children cannot reach them. Always use close adult supervision when administering a medical treatment to a child. **DO NOT LEAVE CHILD UNATTENDED DURING TREATMENTS.** When using electrical and medical products, especially when children are present, basic safety precautions should always be followed, including the following:

### **ELECTRICAL EQUIPMENT DANGER**

To reduce the risk of serious or fatal injury from electrocution:

- Do not place or store equipment where it can fall or be pulled into a bathtub, sink, water, or other liquid. Do not place in or drop into water or other liquid. Do not use while bathing.
- Do not reach for equipment that has fallen into water or other liquid. Unplug immediately.
- Do not touch equipment with wet hands.
- Always unplug equipment immediately after using unless otherwise directed by manufacturer's instructions.

### **ELECTRICAL EQUIPMENT WARNING**

To reduce the risk of serious or fatal injury from electrocution, fire or burns and to reduce the risk of damage and malfunction to the equipment:

- Before use, check the label on the equipment to ensure that the voltage and current indicated on the unit correspond to the voltage and current available.
- Never operate equipment if it has a damaged cord or plug, if it is not working properly, if it has been dropped or damaged, if it is sparking, if it is emitting smoke or an unusual odor, or if it has been exposed to any liquids inside the case. Return the product to the homecare provider or manufacturers Service Center for examination and repair.
- Keep all electrical equipment and cords away from heated surfaces. Do not overload wall outlets extension cords.
- Do not run electrical cords under rugs, over nails or other sharp objects or in high traffic areas.
- Some equipment has a polarized plug (one blade is wider than the other). As a safety feature, this plug will fit in a polarized outlet only one way. If the plug does not fit fully in the outlet, reverse the plug. If it still does not fit, contact a qualified electrician. Do not attempt to defeat this safety feature.
- Never block the air vents of equipment or place it on a soft surface, such as a bed or couch, where the air vents may be blocked. Keep the air vents free of lint, hair, and similar substances. Blockage could cause excessive heat buildup and become a fire hazard. A product should never be left unattended when plugged in.

- Do not operate equipment outdoors unless otherwise directed by the manufacturer’s instructions.
- Do not operate equipment where oxygen is being administered in a closed environment such as an oxygen tent.
- Never drop or insert any object into any openings in the equipment.
- Be sure the equipment is unplugged prior to cleaning.
- Do not open or disassemble equipment unless directed by manufacturer’s instructions. Refer all servicing to the homecare provider or authorized manufacturers Service Center.
- Use only adapters that are authorized for use with your equipment. Use of unapproved accessories can lead to improper treatment or damage to the equipment and/or adapters.
- Make sure that equipment is powered off or unplugged before attaching any adapters or accessories.
- Never spray liquids onto the equipment housing or battery. Fluid could cause damage to the equipment parts and could lead to a malfunction. If fluids enter the unit, return the product to the homecare provider or an authorized manufacturers’ Service Center for examination and repair.
- Do not use the equipment while operating a vehicle.

**Batteries WARNING**

- Use only the replaceable/rechargeable battery described in the manufacturer’s instructions for use.
- Do not immerse the batteries in water.
- Do not expose batteries to direct sunlight, humidity, extreme temperatures or chemicals.
- Make sure battery poles do not come into contact with keys or other metal objects, causing a “short circuit”.
- Some rechargeable batteries are protected from overheating (check manufacturers manual). Battery may not operate if it is over a certain temperature. Allow battery to cool before using.
- Rechargeable Batteries should only be recharged using manufacturer approved charging devices. Using other devices may damage the battery.
- Should rechargeable batteries fail to charge or operate properly when the manufacturer’s Instructions for Use are followed, discontinue use and notify the homecare provider or an authorized manufacturer Service Center for repair or replacement.
- Do not attempt to open the plastic case or to replace any components of a rechargeable battery unless directed by manufacturer’s instructions. Rechargeable batteries are usually sealed units that cannot be repaired.
- Protect the environment: when replacing rechargeable batteries, recycle old battery or dispose of properly in accordance with local laws.
- Do not incinerate (burn) batteries.

**Respiratory Devices WARNING**

- Respiratory devices (Nebulizers, etc.) are for single patient use (one person) only to prevent the spread of illnesses. Do not share your device with other patients including other family members.
- To reduce the risk of increased bacterial growth, infection, illness, or injury from contamination, thoroughly clean and dry all parts of devices and thoroughly dry any moisture or condensation in the tubing at the end of every treatment, following the instructions in the manufacturer’s manual.
- Cleaning the respiratory device after each treatment is not enough – you must also regularly disinfect or sterilize the device between treatments to prevent serious or fatal illness caused by contamination. Follow the manufacturer’s instructions or ask your homecare provider about sterilizing your device.
- Never use a nebulizer with a clogged nozzle. If the nozzle is clogged, the aerosol mist will be reduced, altered or stopped, which will diminish or eliminate the effectiveness of the treatment. If clogging occurs, clean nebulizer or replace it.
- Children under the age of 3 or any patient who is unable to use a mouthpiece properly under supervision should use a face mask.
- Before use, check device for proper assembly. All parts should be seated firmly in place. Use of an improperly assembled device could diminish or prevent an effective treatment.
- Never immerse in water or attempt to clean the inside of tubing used to carry air or oxygen. If liquids or moisture do get in tubing, attempt to dry out tubing or replace it to prevent contamination.

**Fire Safety WARNING**

Make sure you have at least one smoke detector per floor of your house and that you test it regularly. Make sure that you change the battery every year. Keep the detector free of dust by vacuuming it occasionally. Make sure you plan multiple escape routes for each room and practice what you would during a fire with each household member. In case of fire:

- Remain calm.
- Stay as close to the floor as possible (crawl if necessary) to stay within the cleanest air.
- If you are in a wheelchair or unable to get out of the house, stay by a window near the floor and signal for help.
- If your clothes catch on fire, drop and roll to suffocate the flames. Do not panic and run, as that will worsen the flames.
- Feel doors for heat before opening them. If the door is hot, find another way out.
- Get out of the house as quickly as possible and do not waste time gathering valuables or pets.
- Select a place where everyone can meet once out of the house so that you know everyone is out.
- Call 911 or the fire department from a neighbor’s house as soon as possible.
- Do not go back in the house or building and do not try to fight the fire yourself.

**Neb Doctors, an InHealth Company** | Atlanta, GA 30360 | Phone: 866.449.4784 | Fax: 888.972.9670 | [www.nebdoctors.com](http://www.nebdoctors.com)

**BestCare Home Medical Equipment Inc. dba Neb Doctors of Indiana** | Noblesville, IN

**Mountain Medical Equipment, Inc. dba Neb Doctors of Kentucky** | Lexington, KY

**Neb Doctors of Maryland, LLC** | Nottingham, MD

**Chammas, LLC dba Neb Doctors of Ohio** | Cleveland, OH

**Horizon Marketing & Research, Inc. dba Neb Doctors of North Carolina** | Winston Salem, NC

**Medical Select, Inc. dba Neb Doctors of South Carolina** | Columbia, SC

**Superior Medical Supply, Inc. dba Neb Doctors of Tennessee** | Chattanooga, TN

**J&B Medical Enterprises, Inc. dba Neb Doctors of Texas** | Cleveland, TX

**Delgar Prosthetics, LLC dba Neb Doctors of Texas** | Corpus Christi, TX

**Dominion Healthcare Resources, Inc. dba Neb Doctors of Virginia** | Midlothian, VA