



Our service department is available
Monday - Friday 8am - 5pm
P: 1-800-227-3027 F: 440-324-2157
7033 Lake Avenue, Elyria Ohio 44035
www.nplhomemedical.com

Thank you for choosing NPL HomeMedical, Inc. as your provider of home medical equipment and supplies. The attached packet of information has been provided to help us serve you better. It includes important notifications regarding NPL HomeMedical, Inc. policies as well as required notices about your right to privacy. Please be advised that we will make every effort to provide you with the equipment or supplies you require, but we are not a provider with every insurance company and your policy may limit our ability to provide services.

A prescription is not a guarantee of coverage by your insurance company. You must meet the coverage criteria established by your insurer. You may greatly benefit from the prescribed equipment yet still not meet coverage criteria. If you have any questions regarding your insurance coverage or would like to discuss your equipment or medical supply needs just ask, we want to help.

Thank you!

The Staff of NPL HomeMedical, Inc.

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 HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO YOUR IDENTIFIABLE HEALTH INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

A. OUR COMMITMENT TO YOUR PRIVACY

Our organization is dedicated to maintaining the privacy of your identifiable health information. In conducting our business, we will create records regarding you and the treatment and services we provide to you. We are required by law to maintain the confidentiality of health information that identifies you. We also are required by law to provide you with this notice of our legal duties and privacy practices concerning your identifiable health information. By law, we must follow the terms of the notice of privacy practices that we have in effect at the time.

To summarize, this notice provides you with the following important information:

- How we may use and disclose your identifiable health information
- Your privacy rights in your identifiable health information
- Our obligations concerning the use and disclosure of your identifiable health information.

The terms of this notice apply to all records containing your identifiable health information that are created or retained by our practice. 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 our practice has 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 offices in a prominent location, and you may request a copy of our most current notice during any office visit.

B. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE,

PLEASE CONTACT:

NPL HomeMedical, Inc.
7033 Lake Ave,
Elyria, OH 44035
800-227-3027

C. WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION IN THE FOLLOWING WAYS

The following categories describe the different ways in which we may use and disclose your identifiable health information:

- 1.)Treatment. Our organization may use your identifiable health information to treat you. For example, we may perform a follow-up interview and we may use the results to help us modify your treatment plan. Many of the people who work for our organization may use or disclose your identifiable health information in order to treat you or to assist others in your treatment. Additionally, we may disclose your identifiable health information to others who may assist in your care, such as your physician, therapists, spouse, children, or parents.
- 2.)Payment. Our organization may use and disclose your identifiable health information in order to bill and collect payment for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover, or pay for, your treatment. We also may use and disclose your identifiable health information to obtain payment from third parties who may be responsible for such costs, such as family members. Also, we may use your identifiable health information to bill you directly for services and items.
- 3.)Health Care Operations. Our organization may use and disclose your identifiable health information to operate our business. As examples of the ways in which we may use and disclose your information for our operations, our organization may use your health information to evaluate the quality of care you received from us or to conduct cost-management and business planning activities for our practice.
- 4.)Appointment Reminders. Our organization may use and disclose your identifiable health information to contact you and remind you of visits/deliveries.
- 5.)Health-Related Benefits and Services. Our organization may use and disclose your identifiable health information to inform you of health-related benefits or services that may be of interest to you.
- 6.)Release of Information to Family/Friends. Our organization may release your identifiable health information to a friend or family member who is helping you pay for your health care or who assists in taking care of you.
- 7.)Disclosures Required By Law. Our organization will use and disclose your identifiable health information when we are required to do so by federal, state, or local law.

D. USE AND DISCLOSURE OF YOUR

IDENTIFIABLE HEALTH IN CERTAIN SPECIAL CIRCUMSTANCES

The following categories describe unique scenarios in which we may use your identifiable health information:

- 1.)Public Health Risks. Our organization may disclose your identifiable health information to public health authorities who are authorized by law to collect information for the purpose of:
 - Maintaining vital records, such as births and deaths
 - Reporting child abuse or neglect
 - Preventing or controlling disease, injury, or disability
 - Notifying a person regarding potential exposure to a communicable disease Notifying a person regarding a potential risk for spreading or contracting a disease or condition
 - Reporting reactions to drugs or problems with products or devices Notifying individuals if a product or device they may be using has been recalled
 - Notifying appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult patient (including domestic violence); however, we will only disclose this information if the patient agrees or we are required or authorized by law to disclose this information
 - Notifying your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.
- 2.)Health Oversight Activities. Our organization may disclose your identifiable health information to a health oversight agency for activities authorized by law. 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 healthcare system in general.
- 3.)Lawsuits and Similar Proceedings. Our organization may use and disclose your identifiable health information in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We also may disclose your identifiable health information in response to a discovery request, subpoena, or other lawful process by another party involved in the dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.
- 4.)Law Enforcement. We may release identifiable health information if asked to do so by a law enforcement official:
 - Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement
 - Concerning a death we believe might have resulted from criminal conduct regarding criminal conduct at our offices
 - In response to a warrant, summons, court order, subpoena, or similar legal process.
 - To identify/locate a suspect, material witness, fugitive, or missing person In an emergency, to report a crime (including the location or victim(s) of the crime, or the description, identity or location of the perpetrator)
- 5.)Serious Threats to Health or Safety. Our organization may use and disclose your identifiable health information 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. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.
- 6.)Military. Our organization may disclose your identifiable health information if you are a member of U.S. or foreign military forces (including veterans) and if required by the appropriate military command authorities.

7.)National Security. Our organization may disclose your identifiable health information to federal officials for intelligence and national security activities authorized by law. We also may disclose your identifiable health information to federal officials in order to protect the President, other officials or foreign heads of state, or to conduct investigations.

8.)Inmates. Our organization may disclose your identifiable health information to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure for these purposes would be necessary: (a) for the institution to provide health care services to you; (b) for the safety and security of the institution; and/or (c) to protect your health and safety or the health and safety of other individuals.

9.)Workers' Compensation. Our organization may release your identifiable health information for workers' compensation and similar programs.

E. YOUR RIGHTS REGARDING YOUR IDENTIFIABLE HEALTH INFORMATION

You have the following rights regarding the identifiable health information that we maintain about you:

1.)*Confidential Communications.* You have the right to request that our organization 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. In order to request a type of confidential communication, you must make a written request to NPL HomeCare, Inc. at the address previously listed, specifying the requested method of contact or the location where you wish to be contacted. Our organization will accommodate reasonable requests. You do not need to give a reason for your request.

2.)*Requesting Restrictions.* You have the right to request a restriction in our use or disclosure of your identifiable health information for the treatment, payment, or health care operations. Additionally, you have the right to request that we limit our disclosure of your identifiable health information to 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. In order to request a restriction in our use of disclosure of your identifiable health information, you must make your request in writing to NPL HomeCare, Inc.. Your request must describe in a clear and concise fashion:

- (a) the information you wish restricted;
- (b) whether you are requesting to limit our practice's use, disclosure, or both; and
- (c) to whom you want the limits to apply.

3.)*Inspection and Copies.* You have the right to inspect and obtain a copy of the identifiable health information that may be used to make decisions about you, including patient medical records and billing records, but not including psycho-therapy notes. You must submit your request in writing to NPL HomeCare, Inc. in order to inspect and/or obtain a copy of your identifiable health information. Our organization may charge a fee for the costs of copying, mailing, labor, and supplies associated with your request. Our practice may deny your request to inspect and/or copy in certain limited circumstances; however, you may request a review of our denial. Reviews will be conducted by another licensed health care professional chosen by us.

4.)*Amendment.* You may ask us to amend your health information if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for our organization. To request an amendment, your request must be made in writing and submitted to NPL HomeCare, Inc. You must provide us with a reason that supports your request for amendment. Our organization will deny your request if you fail to submit your request (and the reason supporting your request) in writing. Also, we may deny your request if you ask us to amend information that is: (a) accurate and complete; (b) not part of the identifiable health information kept by or for the organization; (c) not part of the identifiable health information which you would be permitted to inspect and copy; or (d) not created by our organization, unless the individual or entity that created the information is not available to amend the information.

5.)*Accounting of Disclosures.* All of our patients have the right to requests an "accounting of disclosures." An "accounting of disclosures" is a list of certain disclosures our organization has made of your identifiable health information. In order to obtain an accounting of disclosures, you must submit your request in writing to NPL HomeCare, Inc.. All requests for an "accounting of disclosures" must state a time period which may not be longer than six years and may not include dates before April 14, 2003. The first list you request within a 12-month period is free of charge, but our practice may charge you for additional lists within the same 12-month period. Our organization will notify you of the costs involved with additional requests, and you may withdraw your request before you incur any costs.

6.)*Right to a Paper Copy of This Notice.* You are entitled to receive a paper copy of our notice of privacy practices. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice, contact NPL Home-Care, Inc..

7.)*Right to File a Complaint.* If you wish to file a complaint with our organization or with the Secretary of the Department of Health and Human Services. To file a complaint call our Compliance Officer @ 1-800-227-3027.HHS Secretary @ 800-HHS-TIPS. You will not be penalized for filing a complaint.

1) Please call our office at 440-365-8581 and ask to speak to a manager to resolve your issues. If you feel your issue hasn't been resolved please call our accreditor TCT at 888-291-5353 to file a complaint.

8.)*Right to Provide an Authorization for Other Uses and Disclosures.* Our organization will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. Any authorization you provide to us regarding the use and disclosure of your identifiable health information may be revoked at any time in writing. After you revoke your authorization, we will no longer use or disclose your identifiable health information for the reasons described in the authorization. Please note that we are required to retain records of your care.

Medicare DMEPOS Supplier Standards is located at our website at www.nplhomemedical.com/resources

CUSTOMER/PATIENT RIGHTS

As a NPL HomeMedical, Inc. customer, you have the right to:

- 1.) Be given information about your rights before receiving products or services.
- 2.) Receive a timely response from NPL regarding your request for product or services.
- 3.) Be given information of NPL policies and procedures and charges for services.
- 4.) Choose your home care provider.
- 5.) Be given appropriate and professional quality products or services without discrimination against your race, creed, color, religion, sex, national origin, sexual preference, handicap, or age.
- 6.) Be treated with courtesy and respect by all who provide home care services to you.
- 7.) Be free from physical and mental abuse and/or neglect.
- 8.) Be given proper identification by name and title of everyone who provides products or services to you.
- 9.) Be given necessary information so you will be able to give informed consent for your services.
- 10.) Be given complete and current information concerning your diagnosis, treatment, alternatives, risk and prognosis as required by your physician's legal duty to disclose, in terms and language you can reasonably be expected to understand, relative to service provided.
- 11.) Know that NPL does not participate in resuscitative efforts or the withdrawal of life-sustaining services.
- 12.) A plan of services that will be developed to meet your unique service needs.
- 13.) Participate in the development of your plan of service.
- 14.) Be given an assessment of your developed plan of service.
- 15.) Be given data privacy and confidentially.
- 16.) Review your clinical records at your request.
- 17.) Be given information regarding anticipated transfer of your services to another home medical equipment facility and/or termination of products or services to you.
- 18.) Voice grievance with and/or suggest change in products or services and/or staff without being threatened, restrained, or discriminated against.
- 19.) Refuse treatment within the confines of the law.
- 20.) Be given information concerning the consequences of refusing treatment, relative to services provided.
- 21.) NPL staff will respect your property

CUSTOMER/PATIENT RESPONSIBILITIES

As a NPL HomeMedical, Inc. customer, you have the responsibility to:

- 1.) Give accurate and complete health information concerning your past illnesses, hospitalizations, medications, allergies, other pertinent items, and equipment previously supplied by other providers.
- 2.) Contact NPL immediately with any change of address.
- 3.) Contact NPL immediately with any change of insurance coverage.
- 4.) Provide adequate funding for service provided.
- 5.) Assist in developing and maintaining a safe environment for you and the equipment or services.
- 6.) Inform NPL when you will not be able to keep a scheduled delivery/appointment or meeting.
- 7.) Participate in the development and update of your Plan of Service.
- 8.) Adhere to your developed/updated Plan of Service.
- 9.) Request further information concerning anything you do not understand.
- 10.) Contact your doctor whenever you notice any unusual feelings or sensations during your Plan of Service.
- 11.) Contact your physician whenever you notice any change in your condition.
- 12.) Use and care for the equipment in the manner described by your NPL Homecare representative.
- 13.) Contact NPL whenever you have received a change in your medical equipment prescription or your condition changes and you are unable to safely operate the equipment provided.
- 14.) Contact NPL whenever you are to be hospitalized if it will effect the billing of rental equipment or scheduled services.
- 15.) Give information regarding concerns and problems you have to a staff member of NPL.