

# **Adaptive**

## **Prosthetics & Orthotics**

90 National Drive, Ste 1  
Glastonbury, CT 06033

Phone 860-207-8268

Fax 860-323-8002

[www.AdaptiveCT.com](http://www.AdaptiveCT.com)

Locations in Glastonbury CT, Hartford CT, Norwich CT, Waterford CT, Pittsfield MA, Bennington VT, Providence RI

♦ Artificial Limbs ♦ Custom Bracing ♦ Compression Garments ♦ Artificial Limbs ♦ Custom Bracing ♦

## **Patient Acknowledgment**

**I acknowledge** I have received, reviewed and/or given access to the following information:

Patient Information Sheet – Fillable HIPAA Form

Company Financial Policy

HIPAA (Notice of Patient Privacy Right)

Medicare Supplier Standards

via email, standard mail, by requesting a copy in the office and/or viewing it on <https://adaptivect.com> under the patient resources tab, patient information forms, patient acknowledgement.

### **Communication Authorization**

**I authorize** Adaptive Prosthetics & Orthotics to leave messages on my home phone/cell phone or contact me by email at the number and/or email on file.

**I permit** Adaptive Prosthetics & Orthotics to collect my health care information from my physicians in order to receive payment for their services for my device/garments.

### **Delivery Acknowledgement**

**I have received** instructions on the function, care, use maintenance and precautions of my device.

**I have been informed** of the warranty policy.

**I have been informed** when to call for a follow-up appointment as appropriate to my device/garment and if I have any issues or discomfort with my device/garments to contact the company.

### **Payment Authorization**

**I assign** the right and responsibility to Adaptive Prosthetics & Orthotics to bill insurance on my behalf and accept payment for my device/garments.

**I authorize** my insurance carrier to make payment to Adaptive Prosthetics & Orthotics.

**I accept** responsibility for my coinsurance and my deductible on this device.

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**By signing below, I agree and acknowledge that the statements above are true,**

\_\_\_\_\_  
**Patient Signature/Representative**

**Date:** \_\_\_\_\_

# Company Financial Policy

## PATIENT SERVICE AND FINANCIAL POLICY

Thank you for choosing Adaptive Prosthetics & Orthotics, LLC (hereinafter "Adaptive") as your prosthetic, orthotic, pedorthic and compression provider. We are committed to providing you with the best possible orthotic, prosthetic and/or compression services. The time we spend with our patients is important in order to provide the highest quality of service. You will be properly and thoroughly instructed in the use of all products and services provided. Depending on the service provided, a follow-up visit may be scheduled. In our continuous effort to improve our services, you are encouraged to complete a customer satisfaction survey. Your feedback is instrumental for improving organizational performance. Adaptive supports open communication with our patients. Please feel free to contact us at (860) 633-7298.

The following is a statement of our patient service and financial policy, which we ask you to read and sign prior to treatment. To prevent any misunderstanding about medical insurance, we wish to point out that: (1) Payment for all medical services furnished are the responsibility of the patient; (2) Deductibles and/or co-payments are due at the time services are rendered; (3) Fifty percent (50 %) of the balance for non-covered custom-made devices is due at the time of cast and measurement, with the balance due at the time of delivery; (4) Adaptive will bill your insurance company, however, Adaptive is not responsible for non-payment from the insurance company; (5) If additional procedures and/or treatments are necessary beyond what has been previously approved, patients must make arrangements for payment; (6) Patients are expected to keep their accounts current. (7) Adaptive will not provide or fabricate an item based on the fact that the patient wants the services only if his/her insurance will pay for them.

Adaptive can, in no way, guarantee coverage. Benefits are determined by your insurance at the time your claim is processed. All benefit calculations are only an estimate, based on information obtained from your insurance company. The actual final Total Patient's Responsibility may be different than what was previously calculated by Adaptive.

**FEE EXPLANATION:** The fees that we charge include materials used and all time necessary for measuring, fabricating, and fitting for a particular item or procedure. Payment for service is due at the time service is rendered, unless payment arrangements have been approved in advance. We mail monthly statements at the end of each month. You are expected to pay the balance showing in the patient responsibility column immediately. We understand that it may be necessary to set up a payment plan. If this is needed for you, please let us know as soon as possible.

Should you cancel an order, for any reason, you will be responsible for payment of the devices/services performed to that point. We will not file an insurance claim for incomplete services unless it is due to a change in your medical condition verified by your physician.

We accept cash, checks, most major credit cards and money orders. We will charge a fee of \$25.00 for any returned check. Patient balances older than 30 days will be subject to finance charges.

**CHANGE OF INFORMATION:** The patient has the responsibility to notify Adaptive of any changes in insurance coverage, employment, functional status or personal information such as address and telephone contact information.

**MINOR PATIENTS:** The adult accompanying a minor is responsible for payment. If the minor is unaccompanied he/she should have a payment with them, or prior arrangements should be made.

**FILING INSURANCE:** Adaptive retains the right to accept insurance assignment in certain cases. You must provide all necessary insurance information in order for Adaptive to bill your insurance company. If the services we provide total less than \$250.00, payment is expected at the time of service. We will direct your insurance company to make payment directly to you. If the services we provide total more than \$250.00, payment of your estimated portion and deductible is expected at the time of service. We will direct your insurance company to pay the remaining portion to us. Upon receipt of the insurance payment, we will reconcile the amount and bill or refund any difference to you.

The patient may be responsible for the entire balance if the insurance denies payment. The patient has the right to inquire how Adaptive obtained insurance authorizations or denials. Upon written request, copies of these documents can be made available.

**OBTAINING NECESSARY MEDICAL INFORMATION:** It is your responsibility, as the patient, to obtain a referral, prescription, certificate of medical necessity, clinical notes, or any other documents required by your insurance company from your physician.

**INSURANCE VERIFICATION:** Acceptance of insurance will be dependent upon a proof of eligibility and verification of coverage with the insurance company. Your insurance policy is a contract between you and your insurance company. VERIFICATION OF BENEFITS IS NOT A GUARANTEE OF PAYMENT. You will need to contact your insurance carrier with any problems or questions.

**INSURANCE AUTHORIZATIONS:** Some insurance companies require precertification. PRECERTIFICATION AND AUTHORIZATION DOES NOT GUARANTEE INSURANCE PAYMENT. In this situation, Adaptive will not begin fabrication before the precertification is obtained. This is sometimes a lengthy process. You may request to sign an agreement and pay in advance to allow us to begin fabrication prior to insurance approval. You will be responsible for the services if insurance denies payment. If additional procedures and/or treatments are necessary beyond what has been previously approved, patients must make arrangements for payment.

**MEDICARE BILLING:** We often accept assignment on Medicare claims. We will bill your Medicare carrier for covered services. Please note that in some cases the services provided may be non-covered. The patient will be held responsible for amounts Medicare determines are the patient's responsibility which may include an annual deductible and/or a co-payment. You may be asked to sign an Advance Beneficiary Notice or a Notice of Excluded Benefits. A statement will be mailed to you and payment is expected upon receipt.

Adaptive also retains the right to accept assignment on secondary or supplemental policies. You will still be held financially responsible for charges that may be denied.

**MANAGED CARE:** Our company has agreements with many managed care organizations. We will coordinate our services with your specific plan.

**AUTO INSURANCE:** For all auto insurance claims, we require payment at the time services are provided.

**INSURANCE PAYMENT:** Adaptive will bill your insurance company for services provided. If your insurance company has failed to pay the balance of your bill within 60 days, we will expect you to pay

the balance of your bill. A statement will be mailed to you and payment is expected upon receipt. We will assist you in seeking reimbursement from your insurance provider.

**NONREFUNDABLE ITEMS OR SERVICE:** Products that have come in direct contact with the skin may not be returned once you leave Adaptive. Custom fitted or custom fabricated items may not be returned. All other items may be returned within 15 days. They must be in original condition and packaging. If you cancel an order you will be financially responsible for the services performed, materials purchased, and fabrication performed to that point.

**URGENT CARE FACILITY** Adaptive is aware of the importance of our patient's wearing of the orthosis or prosthesis that has been provided. In the event that an orthosis or prosthesis is in the need of immediate repair, it will receive the highest priority and every effort will be made to repair or replace the device as soon as possible. In the event that an urgent need arises concerning your orthosis or prosthesis, please call the office that provided you the device. An Adaptive representative will return your call as soon as possible, during normal business hours.

**PATIENT COMPLAINT, COMMENT AND/OR COMPLIMENT PROCESS** We are committed to ensuring you are completely satisfied with the services and care you receive at Adaptive. If for any reason you wish to file a complaint, our compliance staff member can assist you in this confidential matter. Completing a "Patient Complaint Form" will assist us in understanding your complaint or concern fully. You may report your complaint, by phone, anonymously. A company representative will investigate the complaint thoroughly and take the necessary corrective actions. We would also like to here any comments or compliments you may have regarding our facility and/or patient care. Any staff member may assist with this process, as well.

**WARRANTY POLICY** The warranty period for custom orthoses, prostheses, and pedorthics covered under The Diabetic Therapeutic Shoe bill, is three months for workmanship and materials. Adaptive cannot be responsible for physiological changes, anatomical changes, or changes in a patient's medical condition; we will attempt to maintain proper fit during this period. Normal adjustments to enhance fit will be made at the discretion of the practitioner at no charge for a period of ninety days. Additions of components, straps, lifts, etc prescribed by a physician will incur a charge. There will be a charge for adjustments or repairs that are made as a result of abuse or tough wear, as may occur from sporting, vocational or unusual activities. Some manufacturers of components have a warranty that extends beyond our warranty period, however, labor charges will still apply.

Please communicate any problems or discomfort you are experiencing to your practitioner immediately to allow us to resolve these problems as efficiently and quickly as possible. Please contact management if there is a question or concern that your practitioner cannot resolve for you. Thank you,

# NOTICE OF PRIVACY PRACTICES

## HIPAA (Notice of Patient Privacy Rights)

- **Notice of Privacy Practices:** You have the right to read our Notice of Privacy Practices before you decide whether to sign this Consent. Our Notice provides a description of our treatment, payment activities, and healthcare operations, and the uses and disclosures we may make of your protected health information, and of other important matters about your protected health information. We encourage you to read it carefully and completely before signing this Consent.
- **Purpose of Consent:** By signing this form, you consent for Adaptive Prosthetics to use and disclosure of your protected health information to carry out treatment, payment activities, and healthcare operations.

You may contact Adaptive Prosthetics and Orthotics Privacy Officer at (860) 633-7298 or [info@adaptivect.com](mailto:info@adaptivect.com)

## SUMMARY OF NOTICE OF PRIVACY PRACTICES FOR ADAPTIVE PROSTHETICS & ORTHOTICS, LLC

**This summary briefly describes important information contained in our Notice of Privacy Practices. We encourage you to take the time to read the complete Notice, which is attached to this summary.**

Our Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. Your "protected health information" means any of your written and oral health information, including your demographic data that can be used to identify you. This is health information that is created or received by your health care provider, and that relates to your past, present or future physical or mental health or condition.

This Notice will let you know about the various ways we use and disclose your medical information, describe your rights and our obligations with respect to the use or disclosure of your medical information. We will also ask that you acknowledge receipt of this Notice the first time you come to or use any of our facilities, because the law requires us to make a good faith effort to obtain your acknowledgment.

### **We are required by law to:**

- Make sure that any medical or health information that we have that identifies you is kept private, and will be used or disclosed only in accord with our Notice of Privacy Practices and applicable law;
- Give you the complete Notice of our legal duties and our privacy practices; and
- Abide by the terms of the Notice of Privacy Practices that is in effect from time to time.

You may contact Adaptive Prosthetics Privacy Officer at (860) 633-7298 or [Info@AdaptiveCT.com](mailto:Info@AdaptiveCT.com)

# **NOTICE OF PRIVACY PRACTICES FOR ADAPTIVE PROSTHETICS & ORTHOTICS LLC**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

If you have any questions about this Notice please contact our Privacy Contact who is

**Kimberly Vigliotte- Privacy Contact at 860-633-7298**

## **OUR COMMITMENT TO PROTECT YOUR HEALTH INFORMATION**

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. Your "protected health information" means any of your written and oral health information, including your demographic data that can be used to identify you. This is health information that is created or received by your health care provider, and that relates to your past, present or future physical or mental health or condition.

We are strongly committed to protecting your medical information. We create a medical record about your care because we need the record to provide you with appropriate treatment and to comply with various legal requirements. We transmit some medical information about your care in order to obtain payment for the services you receive, and we use certain information in our day-to-day operations. This Notice will let you know about the various ways we use and disclose your medical information, describe your rights and our obligations with respect to the use or disclosure of your medical information. We will also ask that you acknowledge receipt of this Notice the first time you come to or use any of our facilities, because the law requires us to make a good faith effort to obtain your acknowledgment.

We are required by law to:

Make sure that any medical or health information that we have that identifies you is kept private, and will be used or disclosed only in accord with this Notice of Privacy Practices and applicable law;

Give you this Notice of our legal duties and our privacy practices; and

Abide by the terms of the Notice of Privacy Practices that is in effect from time to time.

## **1. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

### **A. Uses and Disclosures of Protected Health Information for Treatment, Payment and Healthcare Operations**

Your protected health information may be used and disclosed by your Clinician, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you. Your protected health information may also be used and disclosed to pay your health care bills and to support the operation of this Adaptive Prosthetics & Orthotics.

Following are examples of the types of uses and disclosures of your protected health care information that this Adaptive Prosthetics & Orthotics is permitted to make. We have provided some examples of the types of each use or disclosure we may make, but not every use or disclosure in any of the following categories will be listed.

**For Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related treatment. This includes the coordination or management of your health care with a third party that has already obtained your permission to have access to your protected health information. For example, we would disclose your protected health information, as necessary, to the physician that referred you to us. We will also disclose protected health information to other health care providers who may be treating you when we have the necessary permission from you to disclose your protected health information.

**For Payment:** Your protected health information will be used, as needed, to obtain payment for your health care services. This may include certain activities that your health insurance plan may undertake before it approves or pays for the health care services we recommend for you such as; making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. We may also tell your health plan about an orthotic or prosthetic device you are going to receive to obtain prior approval or to determine whether your plan will cover the device.

**For Healthcare Operations:** We may use or disclose, as needed, your protected health information in order to support the business activities of this Adaptive Prosthetics & Orthotics. These activities include, but are not limited to, quality assessment activities, employee review activities, legal services, licensing, and conducting or arranging for other business activities. We may share your protected health information with third party "business associates" that perform various activities (e.g., billing, transcription services) for this Adaptive Prosthetics & Orthotics. Whenever an arrangement between our Adaptive Prosthetics & Orthotics and our business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information.

**Treatment Alternatives:** We may use or disclose your protected health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

**Appointment Reminders:** We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

**Sign In Sheets:** We may use a sign-in sheet at the registration desk where you will be asked to sign your name. We may also call you by name in the waiting room when your Clinician is ready to see you.

**Marketing and Health Related Benefits and Services:** We may also use and disclose your protected health information for other marketing activities. For example, we may send you information about products or services that we believe may be beneficial to you. You may contact our Privacy Contact to request that these materials not be sent to you.

**Sale of the Practice:** If we decide to sell this practice or merge or combine with another practice, we may share your protected health information with the new owners.

## **B. Uses and Disclosures of Protected Health Information Based upon Your Written Authorization**

Other uses and disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke your authorization, at any time, in writing. You understand that we cannot take back any use or disclosure we may have made under the authorization before we received your written revocation, and that we are required to maintain a record of the medical care that has been provided to you. The authorization is a separate document, and you will have the opportunity to review any authorization before you sign it. We will not condition your treatment in any way on whether or not you sign any authorization.

### **C. Other Permitted and Required Uses and Disclosures That May Be Made Either With Your Agreement or the Opportunity to Object**

We may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, then your Clinician may, using their professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

**Others Involved in Your Healthcare:** Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, orally or in writing, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose your protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location or general condition.

### **D. Other Permitted and Required Uses and Disclosures That May Be Made Without Your Authorization or Opportunity to Object**

We may use or disclose your protected health information in the following situations without your authorization or providing you the opportunity to object.

**Required By Law:** We may use or disclose your protected health information to the extent that the use or disclosure is required by federal, state or local law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, as required by law, of any such uses or disclosures.

**Public Health:** We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. A disclosure under this exception would only be made to somebody in a position to help prevent the threat to public health

**Communicable Diseases:** We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

**Health Oversight:** We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

**Abuse or Neglect:** We may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your protected health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. We will only make this disclosure if you agree or when required or authorized by law. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

**Military and Veterans:** If you are a member of the military, we may release protected health information about you as required by military command authorities.

**Food and Drug Administration:** We may disclose your protected health information to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations, track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required.

**Legal Proceedings:** We may disclose your protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process.

**Law Enforcement:** We may also disclose your protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes might include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the event that a crime occurs on the premises of the practice, and (6) medical emergency (not on the Adaptive Prosthetics & Orthotics premises) and it is likely that a crime has occurred.

**Coroners, Funeral Directors, and Organ Donation:** We may disclose your protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties. We may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.

**Research:** Under certain circumstances, we may disclose your protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information.

**Criminal Activity:** Consistent with applicable federal and state laws, we may disclose your protected health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

**Military Activity and National Security:** When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or others legally authorized.

**Workers' Compensation:** We may disclose your protected health information as authorized to comply with workers' compensation laws and other similar legally-established programs that provide benefits for work-related illnesses and injuries.

**Inmates:** We may use or disclose your protected health information if you are an inmate of a correctional facility and your Clinician created or received your protected health information in the course of providing care to you.

**Required Uses and Disclosures:** Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of the final rule on Standards for Privacy of Individually Identifiable Health Information.

## **2. YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU**

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

**You have the right to inspect and copy your protected health information.** This means you may inspect and obtain a copy of your protected health information contained in your medical and billing records and any other records that your Clinician uses for making decisions about you, for as long as we maintain the protected health information.

To inspect and copy your medical information, you must submit a written request to the Privacy Contact listed on the first and last pages of this Notice. If you request a copy of your information, we may charge you a fee for the costs of copying, mailing or other costs incurred by us in complying with your request.

We may deny your request in limited situations specified in the law. For example, you may not inspect or copy psychotherapy notes; or information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and certain other specified protected health information defined by law. In some circumstances, you may have a right to have this decision reviewed. The person conducting the review will not be the person who initially denied your request. We will comply with the decision in any review. Please contact our Privacy Contact if you have questions about access to your medical record.

**You have the right to request a restriction of your protected health information.** This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

***Your Clinician is not required to agree to a restriction that you may request.*** If the Clinician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. If your Clinician does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your Clinician. You may request a restriction by **Submitting a request in writing to the HIPAA Privacy Manager at:**

**Adaptive Prosthetics & Orthotics llc, 52 National Drive, Glastonbury, CT 06033**

**You have the right to request to receive confidential communications from us by alternative means or at an alternative location.** We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our Privacy Contact.

**You may have the right to have your Clinician amend your protected health information.** This means you may request an amendment of your protected health information contained in your medical and billing records and any other records that your Clinician uses for making decisions about you, for as long as we maintain the protected health information. You must make your request for amendment in

writing to our Privacy Contact, and provide the reason or reasons that support your request.

We may deny any request that is not in writing or does not state a reason supporting the request. We may deny your request for an amendment of any information that:

1. Was not created by us, unless the person that created the information is no longer available to amend the information;
2. Is not part of the protected health information kept by or for us;
3. Is not part of the information you would be permitted to inspect or copy; or
4. Is accurate and complete.

If we deny your request for amendment, we will do so in writing and explain the basis for the denial. You have the right to file a written statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our Privacy Contact to determine if you have questions about amending your medical record.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.** This right only applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It also excludes disclosures we may have made to you, to family members or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these disclosures that occurred after April 14, 2003. The right to receive this information is subject to certain exceptions, restrictions and limitations. You must submit a written request for disclosures in writing to the Privacy Contact. You must specify a time period, which may not be longer than six years and cannot include any date before April 14, 2003. You may request a shorter timeframe. Your request should indicate the form in which you want the list (i.e., on paper, etc). You have the right to one free request within any 12-month period, but we may charge you for any additional requests in the same 12-month period. We will notify you about the charges you will be required to pay, and you are free to withdraw or modify your request in writing before any charges are incurred.

**You have the right to obtain a paper copy of this notice from us,** upon request to our Privacy Contact, or in person at our office, at any time, even if you have agreed to accept this notice electronically.

### **3. COMPLAINTS**

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. We will not retaliate against you in any way for filing a complaint, either with us or with the Secretary.

You may contact our Privacy Contact, Kimberly Vigliotte at (860)633-7298 for further information about the complaint process.

### **4. CHANGES TO THIS NOTICE**

We reserve the right to change the privacy practices that are described in this Notice of Privacy Practices. We also reserve the right to apply these changes retroactively to Protected Health Information received before the change in privacy practices. You may obtain a revised Notice of Privacy Practices by calling the office and requesting a revised copy be sent in the mail, or asking for one at the time of your next appointment.

This notice was published and becomes effective on April 14, 2003.

## HIPAA HITECH Rule Changes for Adaptive Prosthetics & Orthotics LLC

Amendment- Effective September 23, 2013-

Breach notification requirements – We will report breaches unless, after completing a risk analysis applying four factors, it is determined, that there is a “low probability of PHI (Personal Health Information) compromise.” We will consider **all** of the following four factors:

- the nature and extent of the PHI involved – issues to be considered include the sensitivity of the information from a financial or clinical perspective and the likelihood the information can be re-identified;
- the person who obtained the unauthorized access and whether that person has an independent obligation to protect the confidentiality of the information;
- whether the PHI was actually acquired or accessed, determined after conducting a forensic analysis; and
- the extent to which the risk has been mitigated, such as by obtaining a signed confidentiality agreement from the recipient.

Disclosures to health plans – At the patient’s request, we may not disclose information about your care that has been paid for out-of-pocket to health plans, unless for treatment purposes or in the rare event the disclosure is required by law. This change updates the previous HIPAA Privacy Rule governing patient requests for restrictions on the use or disclosure of their PHI. Previously, while physicians could refuse to abide by any such request, the new rule *requires* health care providers to abide by a patient’s request not to disclose PHI to a health plan for those services for which the patient has paid out-of-pocket and requests the restriction.

Marketing communications – The new rules further limit the circumstances when we may provide marketing communications to their patients in the absence of the patient’s written authorization. Generally speaking, the only time a we may tell you about a third-party’s product or service without the your written authorization is when: 1) we receive no compensation for the communication; 2) the communication is face-to-face; 3) the communication involves general health promotion, rather than the promotion of a specific product or service; or 4) the communication involves government or government-sponsored programs. We are also still permitted to give you promotional gifts of nominal value (e.g., pamphlet).

Sale of PHI – The new rules clarify that the prohibition on the sale of PHI in the absence of your written authorization extends to licenses or lease agreements, and to the receipt of financial or in-kind benefits. It also includes disclosures in conjunction with research if the remuneration received includes any profit margin. On the other hand, the prohibition on PHI sales does not extend to permitted disclosures for payment or treatment nor to permitted disclosures to patients or their designees in exchange for a reasonable cost-based fee.

Decedents – The new rules allow us to make relevant disclosures to the deceased’s family and friends under essentially the same circumstances such disclosures were permitted when the when you were alive; that is, when these individuals were involved in providing care or payment for care and we are unaware of any expressed preference to the contrary. The new rule also eliminates any HIPAA protection for PHI 50 years after your death.

- Copies of e-PHI – We have only 30 days to respond to your written request for your PHI with one 30-day extension, regardless of where the records are kept (eliminating the longer 60-day timeframe for records maintained offsite). We will provide access to EHR and other electronic records in the electronic form and format requested by you if the records are “readily reproducible” in that format. Otherwise, we will provide the records in another mutually agreeable electronic format. Hard copies are permitted only when the individual rejects all readily reproducible e-formats.

- Emailing PHI – We will also consider transmission security, and may send PHI in unencrypted emails only if the requesting individual is advised of the risk and still requests that form of transmission.

## WARRANTY INFORMATION

- Every DME product sold by our company that carries a warranty will be identified by our staff and beneficiaries will be notified of warranty coverage.
- Adaptive Prosthetics & Orthotics will honor all warranties under applicable law.
- Adaptive Prosthetics & Orthotics will repair or replace, free of charge, parts for Medicare covered equipment that is under warranty. Labor is not included in most manufacturers warranties. You will receive information relating to the applicable warranty on products you receive from our company.
- Provide owner's manual with warranty information to beneficiaries for all durable medical equipment where this manual is available.
- Non-medicare covered compression items must receive advance authorization by contacting Adaptive Prosthetics within 14 days. Return of these items after 14 days cannot be accepted. No credit will be issued for obsolete or otherwise non-saleable merchandise. Items showing visible signs or wear are non-returnable and non-refundable. Partial cases will not be accepted for return.

I have been instructed and understand the warranty coverage on the item I have received.

# MEDICARE DMEPOS SUPPLIER STANDARDS

**Note: This is an abbreviated version of the supplier standards every Medicare DMEPO supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c).**

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements and cannot contract with an individual or entity to provide licensed services.
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 non-procurement 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. This standard requires that the location is accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
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, answering service or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from contacting a Medicare beneficiary based on a physician's oral order unless an exception applies.
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 or 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 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). *Implementation Date - October 1, 2009*
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(t).
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.

# RETURN POLICY

- **Custom Made Garments** can be remade due to fitting issues for a period of 30 days from date of manufacture. If you encounter a problem with the fit of your garment please contact our office immediately so that a remake request can be processed within the 30 day warranty. Custom garments are not returnable or refundable for any reason.
- **Ready Made Garments** can be returned, exchanged or refunded within 30 days of receipt. Returns must be unworn and in the original packaging. Garments that are believed to be defective will be returned to the manufacturer for inspection, if a replacement or refund is warranted it will be determined by the manufacturer.
- **Mastectomy Supplies** Breast Protheses and mastectomy bras can be exchanged due to fitting issues for a period of 30 days from receipt. Products believed to be defective will be returned to the manufacturer for inspection, if a replacement or refund is warranted it will be determined by the manufacturer.

## CARE AND USE OF COMPRESSION GARMENTS

### Washing Instructions for Compression Garments

- Daily washing is preferred, but wash at least every 2 days
- Hand washing is recommended, but you may machine wash on the gentle cycle with the garment turned inside out.
- Use lukewarm water and a mild detergent.
- To protect the garment, we recommend turning the garment inside out before washing.
- Do not use bleach or fabric softeners.
- Rinse well and air dry. Avoid tumble drying.

### Drying instructions

- After washing, put stockings on a fluffy towel and roll gently to remove excess water.
- Loosely hang to dry or lay flat.
- Never put in dryer or microwave. Avoid direct sunlight.

### How to Clean Inelastic wraps and Liners

- Close any hook and loop tabs before washing.
- To protect the garment, place in a mesh laundry bag for washing.
- Machine wash on the gentle cycle using a mild detergent.
- Do not use bleach or fabric softeners.
- Tumble dry on low heat setting. Air drying is recommended to preserve the life of the garment.
- Your inelastic wrap device should be washed as often as needed.

### Caring for your liners

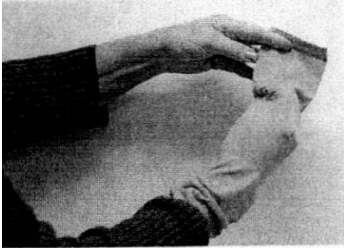
- Machine wash on gentle cycle using a mild detergent.
- Do not use bleach or fabric softeners.
- Tumble dry on low heat setting. Air drying is recommended to preserve the life of the garment.

## **WEAR AND CARE FOR COMPRESSION STOCKINGS**

- **BE SURE TO REVIEW THE INSTRUCTIONS PACKAGED WITH ALL GARMENTS**
- **Donning (Putting On)** – Turn the garment inside out all the way to the heel, pull apart the folded foot part and pull over the foot and heel, gradually pull the garment upward, returning it to a right-side-out position, distribute evenly by massaging with your hands, ensuring no creases form

## HOW TO PUT ON COMPRESSION STOCKINGS

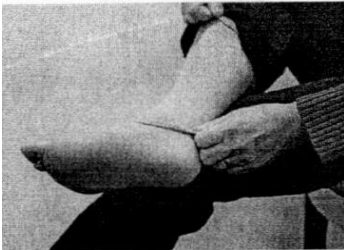
- When donning the socks, use the "heel pocket out" method
- Smooth out wrinkles and to evenly distribute the compression
- For knee-highs, leave two finger widths between the knee and top of socks



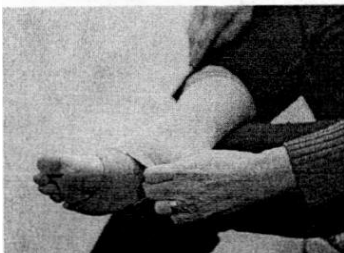
Put your hand in the stocking and grab the heel between your thumb and fingers as if you are making a sock puppet.



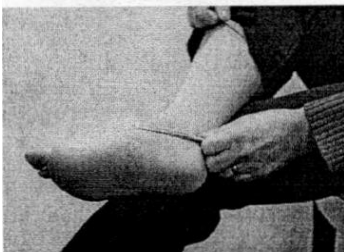
While holding the heel, turn the product inside out, which brings the heel to the forefront.



Step into the foot and place the heel of the stocking just short of the heel.



Gently unfold the garment leaving a small, single-layer band across the foot.



Put your finger into the fold and pop it over the heel.



Smooth out all wrinkles and place the top band two finger-widths from the right-angle bend of your knee. Don't pull it too far.

# HOW TO PUT ON A COMPRESSION ARM SLEEVE

## DONNING (Putting On):

### 1. Prepare the Sleeve:

Fold the top of the sleeve down, creating a cuff.

### 2. Slide on:

Gently pull the sleeve over your hand, ensuring the cuff is positioned correctly.

### 3. Even distribution:

Pull the sleeve up on your arm, ensuring it is evenly distributed and there are no constrictions or wrinkles.

### 4. Adjust if needed:

If the sleeve feels too tight or there are wrinkles, gently adjust it to ensure a comfortable and proper fit.

## Doffing (Taking Off):

1. **Hold the top:** Grasp the top of the sleeve, usually near the cuff.

2. **Pull down:** Gently pull the sleeve down your arm until it slips off your hand.

3. **Check for wrinkles:** After removing the sleeve, inspect it for any wrinkles or damage.

Tips for both Donning and Doffing

- **Avoid over-stretching:**

Don't pull sleeve too forcefully, especially at the seams, as this can damage it.

- **Use a donning aid if needed:**

If you find it difficult to put on or remove the sleeve, consider using a donning aid like a roller or a device specifically designed for this purpose.

- **Keep skin moisturized:**

Avoid applying the sleeve directly after moisturizing your skin, as this can cause it to slide and make it more difficult to put on.

## **MEDICARE SUPPLIER STANDARDS**

The products and/or services provided to you by Adaptive Prosthetics 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 <http://ecr.gpoaccess.gov>). Upon request we will furnish you a written copy of the standards.”