



EASTERN SLEEP & RESPIRATORY

CREATING VALUE IN HEALTHCARE BY
REDUCING HOSPITAL RE-ADMISSIONS

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CODE OF ETHICS Per 42, CFR/424.57 (c)

The purpose of the Code of Ethics shall be to set and improve standards within the practice of providing home medical equipment and services. To maintain the ethical conduct and integrity of this company, all staff pledge to abide by the following:

- To render the highest level of care promptly and competently taking into account the health and safety of the patient
- To serve all patients regardless of race, creed, Eastern origin, or reason of illness
- To provide quality home medical equipment and services that are appropriate for the patient's need
- To instruct the patients and/or caregivers in the proper use of the equipment
- To explain fully and accurately to patient and/or patient's caregivers rights and obligations regarding the rental, sale, and service of home medical equipment
- To respect the confidential nature of the patient's records and not to disclose such information without proper authorization except as required by law
- To continue to expand and improve professional knowledge and skills so as to provide patients with equipment and services that are continually updated
- To abide by both federal and local laws and regulations that govern the home medical equipment industry
- To avoid participating, directly or indirectly, with a source of patient referrals in a "captive referral arrangement" whereby patients are directed to utilize a supplier of home medical equipment in derogation of the patient's rights to select the suppliers of their choice

MEDICARE DMEPOS SUPPLIER STANDARD

Note: This is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 CFR§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 Eastern 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 onsite 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).
23. All suppliers must notify their accreditation organization when a new DM EPOS 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).
27. A supplier must obtain oxygen from a state- licensed oxygen supplier.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 C.F.R. 424,516(f).
29. DMEPOS suppliers are prohibited from sharing a practice location with certain other Medicare providers and suppliers.
30. DMEPOS suppliers must remain open to the public for a minimum of 30 hours per week with certain exceptions.

PATIENT RIGHTS AND RESPONSIBILITIES

As a patient, you have the right to:

- The right to be fully informed in advance about the care, treatments, and/or services to be provided, including the disciplines that furnish care and the frequency of visits as well as any modifications to the plan of care.
- The right to be able to identify visiting staff members through proper identification.
- The right to be cared for and choose an organization that adheres to ethical care and business practices.
- The right to be informed of care, treatment, and/or service limitations.
- The right to be involved in your care.
- The right to have the plan of care adapted to his or her specific needs and limitations.
- The right to make informed decisions regarding care.
- The right to have their values and preferences, including decisions to refuse care, discontinue care treatments, and services respected.
- The right to confidentiality of the information collected about them and to control access to this information.
- The right to privacy and security and to have their property respected.
- The right to have care, treatments, and services provided in a manner that safeguards each patient's dignity and cultural, psychosocial, and spiritual values.
- The right to be free from mental, physical, sexual, verbal abuse, neglect, and exploitation.
- The right to have a complaint heard, reviewed, and, if possible, resolved.
- The right to be involved in resolving conflicts, dilemmas or ethical issues about care or service decisions.
- The right to formulate advance directives.
- The right to be involved in decisions to withhold resuscitation and decisions to forgo or withdraw life-sustaining care.
- The right to be involved in decisions when the organization's review results in a denial of care, treatment, services, or payment.
- The right to choose whether or not to participate in research, investigational or experimental studies, or clinical trials.
- The right to be communicated with, both directly, and indirectly through other providers, in an ethical and efficient manner.
- The right to help patients, family members, and other care providers understand and exercise their rights.
- The right to be informed of your responsibilities in the provision of care, treatments and services.

- The right to be informed of any obligation Eastern Sleep & Respiratory has under applicable laws and/or regulations.
- The right to have consequences of any requested modifications and actions that are not recommended explained and to have alternative care, treatments, and services explained.
- The right to be provided with information about the charges for which the patient is responsible.
- The right to access, request amendments to, and receive an accounting of disclosures regarding their own health information as permitted under applicable law.
- The right to be informed of any existing or potential conflict of interest, which includes financial benefits when referring to other organizations that can affect provision of care.

As a patient, you have the responsibility to:

Safety and health care delivery provided is enhanced when Eastern Sleep & Respiratory's patients, as appropriate to their care, are partners in the health care process. Eastern Sleep & Respiratory is entitled to reasonable and responsible behavior on the part of the patients, within his or her capabilities, and their families. The following are defined as the responsibilities for Eastern Sleep & Respiratory's patients:

- Responsibility to provide accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- Responsibility to report perceived risks in their care and unexpected changes in his or her condition.
- Responsibility to help Eastern Sleep & Respiratory understand his or her environment by providing feedback about service needs and expectations.
- Responsibility to ask questions when he or she does not understand care, treatments, and services or expectations.
- Responsibility to follow the care, treatments, and services as planned.
- Responsibility for the outcomes if he or she does not follow Eastern Sleep & Respiratory's care, treatments, and services.
- Responsibility to follow Eastern Sleep & Respiratory's rules and regulations. Responsibility to be considerate of Eastern Sleep & Respiratory's staff and property.
- Responsibility to meet any financial obligation agreed to with Eastern Sleep & Respiratory.

NOTICE OF HEALTH INFORMATION PRACTICES

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 and have it translated if necessary.

Eastern Sleep & Respiratory believes that the information we gather about you is of a very private nature and we are dedicated to keeping this information confidential. The records we create in providing you service are by law kept confidential. We are also required to inform you of our policies concerning the use and storage of your Personal Health Information (PHI).

Your personal health information will always be maintained by our current policies designated in our current Privacy Notice. Eastern Sleep & Respiratory maintains the right to update our Privacy Notice. A current copy of our Privacy Notice is prominently displayed on our web site online at www.nstherapy.com and is included in your patient packet that is distributed at time of your set up. If you have any comments or questions about our Privacy Notice you may call us at 857.400.0044.

PRIVACY POLICY

The following describes the manner in which we will use and disclose your personal health information:

We collect information about you to document the medical necessity of the equipment, supplies or services we are providing and share this information as appropriate with CMS and/or your insurer. Examples include diagnosis, prescription, referral and physician or health care provider information. This is often required for coverage of the equipment and services as part of your insurance benefits.

We may share appropriate information about you to bill and collect payment for the health care we provide, including insurance companies and third parties, which may include those you have informed us of, like family members or other financially responsible parties. Examples include, insurance coverage, eligibility verification, and copayment.

We may use and disclose information to monitor and operate our business. Examples include satisfaction surveys, health care outcomes and utilization reporting, accreditation bodies, reports provided to any federal, state or local authority (as required by law), or to remind you of equipment, supplies or service needs.

We may use and disclose information about you to respond to a court or legal authoritative body that legally requests information about you. Examples include providing documents for legal subpoenas or discovery proceedings and our staff testifying about the care we have provided.

We will collect your email address and cell phone and use it for business purposes only. We will not sell or use your email address or cell phone number. We will use your email address or phone numbers to provide therapy reminders, product recalls, shipping confirmations, newsletters, and other similar service related communications. We will make reasonable efforts to limit the amount of information sent to you by email or SMS text.

Our emails are sent using industry standard encryption methods, however, you cannot consider email communication absolutely secure. Please be aware that email communication can be intercepted in transmission or misdirected. Your use of email to communicate with us indicates that you acknowledge and accept the possible risks associated with such communication. Please consider communicating any sensitive information by telephone, fax or postal mail.

If you do not wish to have your information sent by email, please contact us immediately at 857.400.0044.

RIGHTS FOR PERSONAL HEALTH INFORMATION (PHI)

The following describes your rights to the information we maintain about you:

You have the right to direct the use of your personal health information.

You have the right to terminate or revise your authorizations or consents that pertain to our use of your personal health information, and have those terminations or revisions affect any new equipment, supply, or service provisions. We are not required to accept your terms. If we do accept your restrictions, we will honor your specifications, except where prohibited by law. All requests must be in written form.

You have the right to request a copy of your personal health information as long as any federal, state or local law does not prohibit it. This request must be in writing. There is a charge for copying, producing and delivering your information.

You have the right to request, in writing, a revision to your personal health information. Revision requests will be evaluated on an individual basis and amended, if appropriate. At no time will a revision be made that may erroneously record the personal health information stored by us. Your written request must detail the requested revision and the reasons for the modification. If no explanation is provided, no revision will be made. If we deny your request for an amendment, you have the right to file a statement of disagreement.

You have the right to request an accounting of non-routine disclosures we have made with your personal health information. You can receive one free accounting in a twelve-month period. We will charge for any accounting services that exceed one per twelve months. You must agree to this charge before we will provide any accounting of services. These requests cover dates of service on or after April 14, 2003. For appropriate mailing address for this written notifications and requests, please call 857.400.0044.

You have the right to file a complaint about our use of your personal health information with us or the Secretary of the Department of Health and Human Services.

EQUIPMENT RENTAL AND PURCHASE INFORMATION

Eastern Sleep & Respiratory is providing you with equipment and services as prescribed by your doctor. We will service your equipment as per the manufacturer's recommendation and per our policy as listed below.

If your machine is not working properly or stops working, please call us toll free at 857.400.0044.

Here's what we'll do when you call:

1. Help you troubleshoot or fix your machine over the phone,
2. Check if your machine is still under warranty,
3. Provide options for a replacement,
4. Please see below for the process for machines under warranty and for machines that no longer have the original manufacturer's warranty.

Equipment Warranty Policy

The equipment you receive from Eastern Sleep & Respiratory comes with warranties provided by the manufacturer. Eastern Sleep & Respiratory is not a manufacturer and does not provide the warranty but will help coordinate the process of repair or replacement of your equipment if you have a problem.

Please keep all documentation and user guides that come with your machine, masks, cushions and any accessories. Warranty information will be provided in that documentation. Also, please keep any paperwork, invoices, or documentation that shows that you received this equipment from Eastern Sleep & Respiratory.

If you have problems with the equipment we provided you, please call us first and we will help you through the process as quickly as possible.

You can help us in advance by having the date and proof of purchase along with the product name or model number ready when you call. If you are calling about your machine, we will need the serial number, which can usually be found on the back or bottom of the unit.

Purchased Items Covered under Manufacturer's Warranty

Purchased equipment is covered by the manufacturer's warranty. Please refer to the manufacturer's warrant information supplied to you at time of initiating service.

We will ship a replacement machine, if still under warranty, for a small shipping and processing fee. We will send instructions and materials to ship the broken machine back to us. We may ask for a deposit on the new machine until we receive the broken machine returned to us. Failure to return the broken machine shall mean additional charges to your account.

Purchased Items NOT Covered by the Manufacturer's Warranty

If you are experiencing problems with your purchased equipment, but it is no longer covered under the Manufacturer's Warranty, call us and we will attempt to trouble shoot and resolve the problem. If we are unable to resolve the problem, we will ask that you ship the equipment back to Eastern Sleep & Respiratory or we can send you a return shipping box and label, for a small fee.

Eastern Sleep & Respiratory will work with you to provide a replacement machine through your insurance, if they will cover the cost or a device you will need to private pay for.

Rental Items

All rental equipment experiencing technical difficulties and/or that is deemed broken, from wear and tear, will be replaced by Eastern Sleep & Respiratory, free of charge, without a delivery fee. Please call us at 857.400.0044 to trouble shoot and discuss how best to replace your equipment.

SAFETY AND EMERGENCY PREAPARDNESS

Safety Statement

Your physician has prescribed the use of a piece of equipment for your therapy. For your comfort and safety, it is essential that you use this device correctly to benefit from its use. The following suggestions may be helpful as you maintain the operation of your equipment:

- Always follow the directions given to you by the staff when the equipment is given to you.
- Always use all of the safety features and devices provided.
- Never smoke or have a fire around oxygen generating devices.
- Never reset, bypass or cover alarms.
- Always use safety locks and make sure they are locked in position.
- Electrical devices should be plugged into properly grounded outlets.
- Extension cords should not be used. Place equipment close to outlet.
- Do not over use plugs and outlets with extensions or multi-plug connectors.
- Power sources should meet electrical amperage requirements for equipment, see manufacturer's manual for details.
- Be careful when floors are covered with carpeting and throw rugs.
- Furniture should be safely arranged for safe and easy access to equipment. Use fire and smoke alarms and test them monthly.
- Post emergency numbers near telephone for easy access in time of need.
- Only properly trained responsible adults should operate equipment. Always call Eastern Sleep & Respiratory with questions regarding safety and operations.
- DO NOT put blankets over your oxygen lines.

Emergency Preparedness

If you have a disability or illness that requires the use of equipment needing electric power and/or have limitation to your mobility, we encourage you and your family member to notify the local police and fire departments, as well as the utility company that you may need their assistance in the event of an emergency and/or power outage.

Deliveries and/or Scheduled Visits

We are prepared to continue to work during thunderstorms, floods, or other natural disasters, as the environment will allow for safety of our staff. We are equipped with alternative locations that will be available by phone or email if for some reason your local branch becomes unavailable. In these unlikely

or uncontrollable occurrences, our performance could be affected by traffic conditions or other storm related issues. If you are scheduled for a delivery or a visit, we will try to call you by telephone and update you on our ability to physically reach your home.

Please call us at 857.400.0044 or email us at support@easternsr.com if you are scheduled for visit and must leave your home for safety or emergency purposes.

Should You Lose Power

If your Eastern Sleep & Respiratory equipment uses electricity, talk to your doctor in advance regarding what you should do if you lose power.

In the event that you lose power:

- Follow your doctor's guidelines for use if you are unable to temporarily use your equipment.
- If available, switch over to your power backup system and calculate how much time you have on the back-up power.
- Consider taking your medical equipment to the nearest emergency shelter that has back-up power.
- If you are in any distress call 911 immediately.

If you can, please call us at 857.400.0044 and tell us your new location and phone number.

ADVANCE DIRECTIVES

You have the right to decide whether to accept or reject medical treatment including whether to continue medical treatment and other procedures that would prolong your life artificially. You should be aware that our company policy is for staff to call 911 if you are having cardiac arrest or are found unresponsive. If you have an advance directive (living will) please inform us so that we can inform the responding Emergency Medical Technicians of your advance directive and honor your personal directions about life-prolonging treatment.

CUSTOMER FEEDBACK AND COMPLAINT PROCEDURE

Eastern Sleep & Respiratory welcomes feedback on our service and staff. We work hard to deliver exceptional service and recognize at times something may not go right and/or may go exceptional well. We want to hear from you regarding both and want to learn how to continue to improve our exceptional service. You can provide contact information or can remain anonymous.

If you have feedback and/or issues, please call us at 857.400.0044. If after talking with one of our staff and you do not feel satisfied with the resolution or have a complaint that you would like to file, please call and ask to speak with one of our managers.

Eastern Sleep & Respiratory maintains documentation of all complaints received, investigations completed by a manager, and returns responses to customer as soon as possible. Please know you can freely voice complaints and recommend changes without being subject to coercion, discrimination, reprisal, or unreasonable interruption of care, treatments, and/or services.