

Performance Home Medical



Terms & Conditions



Dear Valued Customer,

Thank you for choosing Performance Home Medical for your diabetic management needs. Being in business for over 20 years, we are committed to providing comprehensive healthcare services. We strive to add the highest level of care while supporting your clinical needs.

- Our goal is to help you gain long-term benefits from your prescribed Continuous Glucose Monitoring (CGM) treatment. A key part of that goal is to establish and maintain ongoing communication for an active lifestyle.
- In the first few days and weeks of your therapy, you will be contacted to check on your progress, answer questions, and help you with any issues or concerns you may have.
- Depending on your insurance plan and its requirements, you may periodically be contacted for verification of use, physician follow-up schedule, and/or supply replacement.

If you have concerns before or after our contact with you, **please don't hesitate to contact us...** we are here for you! Our hours are Monday through Friday from 8:30 AM to 5:00 PM (Pacific Time), and our **toll-free phone number is 866.687.4463.**

Our website is: performancehomemed.com

We realize you have a choice in healthcare providers, and we truly appreciate the opportunity to serve you. Again, thank you for choosing Performance Home Medical!

Larry Mastrovich

Chairman & CEO

PATIENT RIGHTS AND RESPONSIBILITIES

“BILL OF RIGHTS”

It is understood by the parties to this agreement that the word “Company” when used in this agreement refers to PERRFORMANCE MODALITIES/PERFORMANCE HOME MEDICAL and its affiliates.

The PATIENT is understood to be the person receiving medical equipment, supplies and/or services. These services will be performed without discrimination in a courteous and respectful manner by properly trained Company representatives.

PATIENT RIGHTS

The Company agrees to inform the patient or caregiver of any responsibilities that he/she may have in the care process including any requirements for medical supervision for the use of any equipment and any changes in his or her condition necessary to make informed decisions on product use and care.

The Company GUARANTEES all equipment to be delivered operating within manufacturers’ specifications and to be fully warranted to the manufacturer’s current policy. Used equipment warranties, if available, are handled on an individual basis.

Company agrees to issue a Billing and Collection policy and brochure on services offered by the Company at the time of initial equipment set-up.

Company will also agree to issue fully itemized billing statements on a monthly basis that will include all charges and services generated. Exceptions may occur depending on third-party payers being billed.

Sales returns will be accepted in unopened packages and/or salable condition within 30 days from date of original invoice with proof of purchase. No merchandise will be accepted for return if worn next to the skin, used for sanitary or hygienic purposes, or if disposable (i.e. PAP masks, etc.). Special order items may require a non-refundable deposit.

Patients wishing to express their dissatisfaction, concern or discontent with any Company service should contact the Company, business days from 9-5. Your comments will be fully reviewed and acted upon (as necessary) for the Company. Your comments may be given without fear of reprisal by the Company, or any of its employees. The Company will, upon request, release information as to people in charge as well as ownership. Unresolved complaints may be directed to the Washington State Dept. of Health.

The patient retains the right to refuse Company services and/or equipment and assumes full responsibility for any consequences whatsoever relating to REFUSAL of any service ordered and delivered to the patient by a health care professional. The patient has the right to participate in all decisions regarding care of services.

The Company agrees to notify the patient of impending discharge to another company and discuss options available.

It is understood that all patients, personal information shall be kept strictly CONFIDENTIAL by the Company. The patient has the right to access his/her records upon written request.

The Company does not discriminate against any person for any reason and complies with all applicable federal, state, county and local laws and regulations. Patients always retain the right to clearly voice their dissatisfaction, concern or content with services rendered.

PATIENT RESPONSIBILITIES

The Company retains the RIGHT TO REFUSE DELIVERY of services to any patient at any time. This policy is in the interest of the health and safety of patients and Company employees.

Individuals signing for the patient represents that they are duly authorized to do so and that once signed, this agreement becomes binding upon the patient.

The patient agrees to care for, use as instructed, and return the rental equipment in good condition, normal wear and tear excepted, at the end of the rental period. The patient agrees to pay for the replacement cost of any equipment damaged, destroyed, or lost due to misuse, abuse, neglect, or theft. The patient agrees not to modify the rental equipment without the prior written consent of the Company. The patient agrees that authorized MODIFICATIONS shall belong to the titleholder of the equipment.

The patient agrees that the TITLE to the rental equipment and all parts shall remain with the Company at all times, unless equipment is purchased and paid for in full. The patient agrees not to assign POSSESSORY RIGHT in the rental equipment or allow the use of the rental equipment by anyone other than the patient.

It shall be the responsibility of the patient to promptly notify the Company of any rental equipment malfunctions or defects and allow Company equipment service representative to enter the patient’s premises at all reasonable times to REPAIR, relocate, perform regularly scheduled services, or provide adequate substitute equipment.

The patient agrees the Company shall not insure or be responsible to the patient for any PERSONAL INJURY OR PROPERTY DAMAGE related to any equipment, including that caused by use or improper functioning of the equipment, the act or omission of any other third party, or by any criminal act or activity, riot, insurrections, fire or act of God. Maintenance of a clean, safe environment and electrical supply is the responsibility of the patient and/or caregiver. When applicable, the patient will receive safety precautions.

The patient agrees that if they or their respective insurance company (s) fail to make PAYMENT on any rental or purchase (30)days after it becomes due, Company shall have the right to re-acquire all equipment or supplies

It is understood that the TERM OF ALL RENTALS shall repeat on the monthly anniversary date of the original rental and that no less than a full month charge shall be charged. The patient or caregiver shall be responsible for notifying the Company of changes in MEDICAL STATUS, of the patient (i.e., re-hospitalization, change of residence, etc.).

Any legal fees resulting from a disagreement between the parties shall be borne by the unsuccessful party in any LEGAL ACTION taken.

MISSION STATEMENT

The Company has been serving the Pacific Northwest as one of the most highly respected providers of home medical equipment/respiratory products and services since 1983. We pledge that the Company will:

Treat each patient in a friendly, courteous and responsive manner. Not discriminate against any person because of race, color, sex, religion, national origin, or age. Always allow patients to retain the right to clearly voice their dissatisfaction, concern or discontent with services rendered without fear of reprisal. Carry on business in an ethical manner, complying with all federal, state and local regulations. Be a resource for our care partners by providing knowledgeable and efficient employees. Excel in technical expertise. Provide comprehensive, accessible and reliable services to patient/client while at the same time, returning a fair profit to the investors. Deliver clean and well-maintained equipment. Property train and educate our patients. Respond promptly to the needs of our patients and care partners. Honor and protect the confidentiality of our patients. Bill promptly and accurately for our services. Continue to bring quality, value and excellence to our service.



Thank you for choosing Performance Home Medical to meet your medical equipment & supply needs.

BILLING POLICY

Performance Home Medical will, in most cases, bill both your primary and secondary insurance for you and accept “assignment of *benefits*” on your behalf when we can verify your coverage. Prior to submitting the claim to your insurance, Performance is required to gather all the documentation to prove “medical necessity”, which generally includes a detailed written prescription from your physician, diagnosis, prognosis, a copy of your physician’s chart notes, length of need, test results, any treatment that has been tried and failed, and what is being prescribed to treat your condition.

It is your responsibility to assure Performance has complete and accurate information for contact purposes and insurance billing/payment. If you have utilized this equipment previously and payment has been made by your insurance to another supplier or you have discontinued use, you must notify Performance immediately as it may affect your insurance benefits or lead to an insurance overpayment that will require repayment. You are also responsible to notify us of any changes to your address, phone, physician, insurance, secondary insurance, responsible party or changes in your usage. Additionally, it is essential that you must respond, in a timely manner to phone calls and other information requests from Performance. Failure to notify Performance of changes, insurance termination or respond to information requests, will immediately transfer billing directly to the patient/responsible party.

Please note that some insurance plans rent to purchase, some rent for a few months and then purchase and some purchase the equipment initially. Most insurance plans also require documentation that you are using and benefiting from the equipment to continue rental after the 3-month trial period.

Once your insurance plan receives the claim and approves coverage based upon your eligibility and medical necessity, they will compute payment to determine your policy allowable and subtract any remaining deductibles and co-insurance which are your financial responsibility. Assigned claims are paid directly to Performance Home Medical on your behalf. Claims for Medicare as secondary payer, third party liability, cases pending litigation or settlement, cases involving attorney intervention or auto insurances will not be billed “assigned” and therefore full payment is due at the time of service.

Based upon your insurance plan requirements, PHM will continue billing your insurance for the equipment & supplies until the “allowed” purchase price has been paid in full by you and your insurance. Ultimately, you are responsible for payment.

Non-covered items will not be billed to insurance unless required by regulation and must be paid for at the time of service. You may be asked to sign a “waiver” stating that you understand insurance will not pay for this item and that you will be personally responsible for the charges.

PATIENT PAYMENT POLICY

If you do not have a secondary insurance or 100% coverage that PHM can bill for payment of your claim, you will be required to either sign up for “Auto Pay” or maintain a \$150.00 deposit in your PHM account throughout your rental period. Auto Pay is a simple, secure and time saving system that allows Performance Home Medical to apply your balance due to your credit card or checking account once your insurance company has determined your financial responsibility. You will receive an invoice via e-mail or US Mail that is generated after your insurance company has paid their portion. At that time you have 6 days to contact our Billing department to change your method of payment for this one transaction prior to the auto-pay system charging your card or checking account. Your payment information is not stored anywhere in our office systems once it is entered into the Autopay portal. Additional information on AutoPay is included within this packet. Please contact us if you have questions about this process.

NOTE: Monthly rental charges do not cease until the equipment has been purchased or returned to a Performance location during regular business hours. Upon return a receipt will be provided for your records. Rental charges are based upon a monthly fee and will not be pro-rated. Please contact us if you have questions or concerns at 866-687-4463 or 253-852-5612, M-F - 8:30 AM to 5:00 PM.

What is Autopay? Why is it Required?

Patients normally have insurance plans that require either co-pay portions or deductibles. Autopay is a secure system that allows Performance Home Medical to apply your payment to your credit card/check. When you sign up for Autopay you agree to allow patient pay balances for rentals and supplies to be applied to your card/check once the insurance company has determined your balance owed. Most medical equipment companies and other healthcare providers have gone to this process for patient balances.

How does it work?

- It is simple, secure, and saves time in the writing and mailing of checks. Your payment information is not stored anywhere in our office systems once it is entered into the Autopay portal.
- Prior to the time that you receive equipment or services, you will be added to our Autopay portal.
- You will receive an invoice via email that is generated once your insurance company has paid their portion. This is the balance that you owe. You have a window of 6 days to contact our Billing Department at 866-905-2455 to change your method of payment for this one transaction otherwise we will bill your card/check.

Why is this necessary and required by us?

- The insurance industry has reduced reimbursement for medical products by **40%+** over the past year. That has resulted in a huge savings to you!
- For us to continue to provide services, it is imperative that we collect the portion that your insurance company has deemed is your responsibility.
- This will help keep healthcare costs down.
- It saves time and costs of mailing. Ultimately this saves you \$\$\$\$. It is efficient!
- Most insurance companies pay monthly rentals for medical equipment (10-13 months). Rentals are applied to a maximum purchase price but bills for rentals and supplies are generated monthly. Autopay allows for efficient payment for your portion of the provided services.

Who is exempt?

Patients who have dual coverage, Plans paying 100%, Medicaid plans, HSA accounts



NOTICE: PATIENT PRIVACY

Date: March 2016

We are committed to preserving the privacy of your personal health information. In fact, we are required by law to protect the privacy of your medical information and to provide you with Notice describing:

HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION.

We use health information about you for treatment, to obtain payment for treatment, for administrative purposes, and to evaluate the quality of care that you receive.

We may be required or permitted by certain laws to use and disclose your medical information for other purposes without your consent or authorization. As our patient, you have important rights relating to inspecting and copying your medical information that we maintain, amending or correcting that information, obtaining an accounting of our disclosures of your medical information, requesting that we communicate with you confidentially, requesting that we restrict certain uses and disclosures of your health information, and complaining if you think your rights have been violated.

We have available a detailed Notice of Privacy Practices which fully explains your rights and our obligations under the law. We may revise our Notice from time to time. The effective date at the top right hand side of this page indicates the date of the most current Notice in effect.

You have the right to receive a copy of our most current Notice in effect. If you wish to receive a detailed copy of the "Notice of Privacy Practices", please contact our **Performance Home Medical** customer service department at **253-852-5612** or **866-687-4463**.

If you have any questions, concerns or complaints about this Notice or use of your medical information, please ask for assistance from our Regulatory Compliance Officer.



Medicare Patient Warranty Policy Disclosure Form

Dear Medicare Patient

This letter is to inform you of your warranty coverage as it applies to the equipment delivered to you either as a rental or purchase. Most items covered under the Medicare are reimbursed through a system of rent applied to purchase. In many cases this policy includes a 13th month payment system at which time the equipment is converted to your ownership. During this rental period, Medicare will continue to pay the rentals so long as you have medical need for such equipment,

The limited warranty is explained within the manufacturer's instruction manual. Please be aware of the individual warranty policy and call our number at 1-866-687-4463 for further clarification if needed. We will not bill you or Medicare during this warranty period for repair and/or replacement of such equipment.

Repair of such equipment is limited by the manufacturer's warranty which in all cases stipulates warranty will be voided if equipment is not properly maintained and/or subjected to misuse and/or abuse. Replacement shall be at the sole discretion of Performance Home Medical or the manufacturer of the equipment. Any State law, if applicable, shall be applied. If the warranty period exceeds the life of Performance Home Medical, then the equipment shall be warranted by the manufacturer as stipulated in their warranty policy.

Medicare Patient - Rental Option Disclosure

Medicare regulations provide two options for obtaining category "inexpensive/routinely purchased" equipment; a purchase or a rental option. Examples of equipment in this category are walkers, canes, PAP humidifiers.

Under the purchase option, Medicare will pay their 80% of the allowable, for the medically necessary equipment, in a single lump sum payment. You will continue to be responsible for any deductibles and co-insurance payments that are due.

Under the rental option, Medicare will pay for the purchase of the medically necessary equipment in monthly installments until it reaches the allowable amount, then ownership transfers to you. You will continue to be responsible for any deductibles and co-insurance payments that are due. If you ever stop using the rental equipment before ownership has transferred to you, you are required to return it to the equipment provider.

DISCLOSURE: By your signature on the PHM delivery ticket you are acknowledging that you wish to purchase this item(s). If you prefer to rent this equipment, Performance Home Medical will assist you to find a qualified provider that has rental equipment available.

If you have questions, please ask for clarification.

MEDICARE DMEPOS SUPPLIER STANDARDS

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 C.F.R. 424.57(c).

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. A supplier must have an authorized individual (whose signature is binding) sign the enrollment application for billing privileges.
4. A supplier must fill orders from its own inventory, or contract with other companies for the purchase of items necessary to fill orders. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or 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 and must maintain a visible sign with posted hours of operation. The location must be 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.
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 is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 CFR § 424.57 (c) (11).
12. A supplier is responsible for delivery of and must instruct beneficiaries on the use of Medicare covered items, and maintain proof of delivery and beneficiary instruction.
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 cost either directly, or through a service contract with another company, any 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 standards to each beneficiary it supplies a Medicare-covered item.
17. A supplier must disclose 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 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 for those specific products and services (except for certain exempt pharmaceuticals).
23. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
24. All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
25. All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
26. A supplier must meet the surety bond requirements specified in 42 CFR § 424.57 (d).
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 CFR § 424.516(f).
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1848(j) (3) of the Act) or physical and occupational therapists or a DMEPOS supplier working with custom made orthotics and prosthetics.

MEDICARE SUPPLIER STANDARDS

DMEPOS suppliers have the option to disclose the following statement to satisfy the requirement outlined in Supplier Standard 16 in lieu of providing a copy of the standards to the beneficiary.

The products and/or services provided to you by (Performance Modalities, Inc. dba Performance Home Medical) 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 warranties and hours of operation). The full text of these standards can be obtained at <http://www.ecfr.gov>. Upon request we will furnish you a written copy of the standards.

HOW ARE WE DIFFERENT

Front Runners In Homecare



- Respiratory disease management
- Sleep coaches to increase PAP Compliance
- The latest respiratory equipment technology
- Expedited hospital discharges
- Direct contact with your representative via cell phone and email
- Complimentary 30-day hospital follow-up program to reduce readmissions
- Continued patient education
- Respiratory therapy support 24/7, 365-days per year

DISEASE MANAGEMENT

Continued Education



- Lung Disease
- Chronic Respiratory Failure
- COPD
- Bronchiectasis
- Asthma
- Heart Disease
- Neuromuscular Disease
- Obstructive and Central Sleep Apnea
- Diabetes

*Not limited to these diseases



LEARN MORE



Contact Us



866.687.4463



877.414.2727

Find your nearest neighborhood branch!



STAY CONNECTED

Follow -US-



RESPIRATORY & SLEEP THERAPY Services



Local in the PNW!

LOCATIONS THROUGHOUT WA, OR, ID & GROWING!

OXYGEN

Oxygen Services

- Expedited hospital discharges with portable oxygen concentrators
- Direct contact with your representative via cell phone and email, assisting with processing orders to expedite set-up
- Multiple styles of portable oxygen concentrators are available for all oxygen patients depending on their needs
- Stationary concentrators for use at home



Oxygen Travel Program

- When you start planning your trip, call us
- We will explain how we can help and what you will need to do
- Most forms of commercial transportation allow you to travel with supplemental oxygen



CARE CONNECT PROGRAM

Complimentary Follow-Up Program

- 30-day follow-up program to reduce readmissions with the support of our respiratory therapists
- Continued patient education
- Multiple in-home and virtual visits
- Medication review
- Spot-check, titration, and capnography as needed
- Reducing hospital readmissions while improving patients' quality of life



VENTILATION

Non-Invasive, Invasive, and Mouthpiece

Philips Trilogy EVO™

- AVAPS-AE
- Digital AutoTrak
- Weighs 11 lbs
- 15 Hours of Battery Life



ResMed Astral 150™

- iVAPS
- Adjustable EPAP
- Weighs 7 lbs
- 16 Hours of Battery Life



VOCSN™

- 5 Devices in 1: Ventilation, Cough Assist, Suction, Nebulizer, Oxygen
- Weighs 19 lbs
- 9 Hours of Battery Life with Swappable Batteries



Breas Vivo 45™

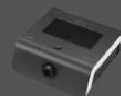
- AVAPS-AE
- Weighs 5.3 lbs
- 9 Hours of Battery Life



AIRWAY CLEARANCE

BiWaze Cough System

- Portable (Weights 9 lbs)
- Auto and Manual Therapy Modes



AffloVest™ Mobile Airway Clearance

- Direct Dynamic Oscillation
- Portable
- Bronchiectasis
- Cystic Fibrosis
- Neuromuscular Diseases



Aerobika® and OPEP®

- Flutter Valve



SLEEP THERAPY

Therapy

- Timely patient contact
- Patient Digital Experience
- Licensed and experienced sleep coaches to ensure and increase comfort and compliance
- In-person or virtual PAP set-ups
- Wide selection of masks and the latest PAP devices
- Mask refits as needed
- Remote data download available for your physician visits
- eXciteOSA®



DIGITAL EXPERIENCE

PAP Patient Journey

- Stay informed by opting in to receive text messages from the time you receive your order to the set-up time
- Get qualified within 24 hours
- The Best-In-Class 3D AI



OPT IN!

DIABETIC MONITORING

Continuous Glucose Monitoring

- Libre or Dexcom®
- Results in a click of a button
- No more finger sticks
- Simple to apply and easy to use



IN-HOME TESTING

Convenience From Home

- End tidal CO2
- Overnight oximetry
- Home sleep studies
- O2 spot-checks and titrations

