

Patient Agreement and Proof of Delivery



Rep Name: _____ Rep Signature: _____ Date: _____

Patient Name: _____ DOB: _____ Anticipated Discharge Date: _____

Delivery Address: _____ City: _____ State: _____ Zip _____

<u>Manufacturer</u>	<u>Product Description</u>	<u>Serial #</u>	<u>HCPC</u>	<u>Qty</u>	<u>Rental Start Date</u>	<u>Rental End Date</u>
ThermoTek	VascuTherm 5			<u>1</u>		

Patient Product Education and Responsibilities: By signing below I acknowledge, consent, and understand that PremiereMed LLC is the provider of the medical product(s) I am receiving which are prescribed by my physician. I agree that PremiereMed LLC and its Business Partners may deliver, teach, administer or perform as necessary the product and treatment prescribed by my physician. I have been instructed in the proper fitting and usage of the product(s) received. I understand that once the equipment has been used it is no longer able to be returned (unless rental item), refunded or re-sized. I have been instructed to contact my physician for any questions or concerns related to my medical care or status. Warranty: PremiereMed LLC will honor all warranties honored by the manufacturer of the product, if the product becomes defective, I understand it is my responsibility to notify PremiereMed LLC and its Business Partners as soon as reasonably possible by calling PremiereMed LLC at 1-804-203-8512 Monday – Friday 8:30 AM – 5:30 PM Eastern Time. Failure to notify may limit any warranty and cause missed treatments prescribed by your physician. I acknowledge that I have been given the patient manual, product warranty, package insert, return and exchange policy, and instructions on how to reach PremiereMed LLC.

Consent, Assignment of Benefit (AOB), and Patient Financial Responsibility: With this consent, PremiereMed LLC may use and disclose any Protected Health Information (“PHI”) about myself (or my child) to carry out treatment, payment (including collection of payments), and healthcare operations. Please refer to PremiereMed LLC Notice of Privacy Practices for a more complete description of such uses and disclosures. I acknowledge I have received PremiereMed LLC Notice of Privacy Practices. My Signing below, I authorize PremiereMed LLC or its Business Partners to submit a claim for such product(s) to my insurer on my behalf. I hereby authorize PremiereMed LLC to exercise an option at any time to take and assign the benefits payable by my insurer for such products. I consent to my Health Care Provider and/or PremiereMed LLC to release medical information required by my insurer to process the claim. I understand that any patient responsibility amount provided to me by PremiereMed LLC or their representative is an ESTIMATE only. If I have more coverage than written above, it is my responsibility to notify PremiereMed LLC. I understand that there is no guarantee of payment by my insurer and that regardless of insurance coverage, I am ultimately responsible for my bill. I further understand that the pre-authorization process is a courtesy by PremiereMed LLC and its Business Partners., it is my responsibility to contact my insurer if I have questions about coverage and payment for PremiereMed LLC products. Although I am requesting PremiereMed LLC or its Business Partners to bill my insurance company on my behalf, I understand that it is still my responsibility to ensure the claim is paid in a reasonable time and agree that I am responsible for any non-covered, patient co-pay, co-insurance, cost-share, deductible, non-covered or denied amounts. I agree to provide a credit card number for billing, if applicable, for any reason any portion of my bill that is my responsibility. I understand that I may receive a separate statement for co-pay, co-insurance, cost-share, deductible, non-covered or denied amounts. I agree to make arrangements for my prompt payment of the bill. **A worker's comp patient is NOT RESPONSIBLE for ANY bill.**

Patient Signature: _____ **Date:** _____

Responsible Party Signature: _____ **Date:** _____

Relationship to Patient: _____

CMS Medicare DME, Orthotics & Prosthetics & Supplies (42 C.F.R. 424.57©). The following is an abbreviated version of the supplier standards:

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. 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.
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, or cell phone 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 calling beneficiaries in order to solicit new business.
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©. 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(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.

Please be sure to respond to any insurance carrier requests regarding the products you receive. If you do not respond, you will be billed. Our billing office is available to help you get your claims paid. They can be reached at (804) 205-4525. Thank you.

Patient's rights are further described below and are printed on the back of all agreements and POD documents:

- Receive services without regard to race, creed, gender, age, handicap, sexual orientation, veteran status or lifestyle.
- Considerate, courteous, respectful and dignified treatment (care) by all PremiereMed LLC, employees.
- Know charges for services including co-insurance and/or deductible due by patient including disclosure of all charges and payment arrangements.
- The right to be informed when an insurance company denies any product(s) and reason(s) why.
- Receive product information and protocol of our products.
- Access your patient records.
- Have available and reasonable access to "fitting time"/service during normal business hours.
 - Review the records pertaining to his/her medical care and to have the information explained or interpreted as necessary, except when restricted by law.
- The use of patient information will occur within strict accordance to HIPAA guidelines. Release of patient records will only occur with the patient's consent or where permitted by law. Fulfillment of patient request to review and/or receive a copy of his/her patient record will occur in a timely manner.
- The right to consent to or decline to participate in proposed research studies affecting care and treatment or requiring direct patient involvement, and to have those studies fully explained prior to consent.
- Fulfillment of patient request for organization ownership and control, and liability insurance will occur upon request and in a timely manner.
- Be notified of treatment options, transfers, when and why care will be discontinued.
- Receive and access services consistently and in a timely manner in accordance with the organization's stated operational policy.
- Receive information on grievance procedures which includes contact name, phone numbers, hours of operation, how to communicate problems to PremiereMed LLC, Inc.
- Document a response from PremiereMed LLC, Inc. regarding investigation and resolution of the grievance.
- Be advised of the availability, purpose and appropriate use of State, Medicare and Joint Commission hotline numbers.
- Receive information concerning how to report complaints and adverse events.
- Refuse treatment and be informed of potential results and/or risks.
- Be free from any mental, physical abuse, neglect or exploitation of any kind from PremiereMed LLC, Inc.
- Have his/her property treated with respect.
- Education, instructions and requirements for continuing care when any services of PremiereMed LLC, Inc. are discontinued.

Patient's right to be fully informed orally and in writing of the following before care is initiated:

- Accurate information about previous treatments, equipment and care.
- Services/products and equipment available directly or by contract.
- Accurate insurance information is given.
- Billing policies, payment procedures and any changes in the information provided within 15 days from the date that the organization is made aware of change.
- Names and professional qualifications of the disciplines that will provide care and the proposed frequency of visits/service.
- Their right to participate in the plan for care and/or any change in the plan before it is made.
- Provide PMP with information about their expectations of and satisfaction of equipment and organization.
- Follow policies and procedures set by organization.
- Ask questions about their services or what they are expected to do.
- Follow instructions about the use of equipment and express any concerns about their ability to follow the instructions.
- Accept their share of responsibility for the outcome of care, treatment, or services if they do not follow the instructions about the use of the equipment or services.
- Be respectful and considerate of PMP's organizational staff and property.